<table>
<thead>
<tr>
<th>Item</th>
<th>Recommendation</th>
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</thead>
<tbody>
<tr>
<td>I. Pledge of Allegiance.</td>
<td>Approval</td>
</tr>
<tr>
<td>II. Call to Order: Roll Call.</td>
<td>Approval</td>
</tr>
<tr>
<td>III. Consideration of the Minutes of the July 29, 2010 Regular Meeting for inclusion in the official records of the District.</td>
<td>Approval</td>
</tr>
<tr>
<td>IV. Financial:</td>
<td></td>
</tr>
<tr>
<td>A. Payments and Claims: Consideration of the July 2010 claims for payment.</td>
<td>Approval</td>
</tr>
<tr>
<td>V. Transit Service:</td>
<td></td>
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<tr>
<td>A. Managing Director's Report: Jerry J. Kane.</td>
<td>Information</td>
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<tr>
<td>B. Resolution 11-09 Authorizing the Award of Contract for a Dump Truck and Equipment.</td>
<td>Approval</td>
</tr>
<tr>
<td>C. Resolution 11-10 Authorizing the Execution of an Amendment to the Agreement with Danny Myers for Resident Engineering Services.</td>
<td>Approval</td>
</tr>
<tr>
<td>D. Resolution 11-11 Approving the Extension of an Agreement between Madison County Mass Transit District and Bi-State Development Agency.</td>
<td>Approval</td>
</tr>
<tr>
<td>E. Resolution 11-12 Authorizing the Award of Contract for Construction Modifications to the District's Fuel Building.</td>
<td>Approval</td>
</tr>
<tr>
<td>F. Resolution 11-14 Authorizing the Award of Contract for WiMax Infrastructure.</td>
<td>Approval</td>
</tr>
<tr>
<td>VI. Other Business:</td>
<td></td>
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<tr>
<td>VII. Executive Session to Discuss the Acquisition, and/or Sale of Property, and/or Litigation (5ILCS 120/2 et. seq., 2(c)5, 2(c)6 and 2(c)11 of the Open Meetings Act).</td>
<td>Approval</td>
</tr>
<tr>
<td>VIII. Resolution 11-13 Authorizing the Acquisition of Property Including the Use of the Power of Eminent Domain.</td>
<td>Approval</td>
</tr>
<tr>
<td>IX. Motion to Authorize the Execution of an Agreement with Norfolk Southern Railroad for the Acquisition of Property.</td>
<td>Approval</td>
</tr>
<tr>
<td>X. Adjournment.</td>
<td>Approval</td>
</tr>
</tbody>
</table>
I. **Pledge of Allegiance**

Chairman Corbett led the reciting of the Pledge of Allegiance.

II. **Call to Order**

Chairman Corbett called the meeting to order at 9:34 a.m.

**MEMBERS PRESENT:** Terry Allan, Daniel Corbett, and Edward Hagnauer

**MEMBERS ABSENT:** Rose Marie Chadwick and Bruce Malone

**OTHERS PRESENT:** Jerry Kane, Managing Director; Ken Danzinger, Legal Counsel; Mary Ruth Kettenbach, ACT; Erin Werner, ACT; and Terry Hillig, Post Dispatch.

III. **Consideration of the Minutes of June 24, 2010, Regular Meeting for Inclusion in the Official Records of the District**

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE MINUTES OF JUNE 24, 2010, REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

- J. TERRY ALLAN  
- ROSE MARIE CHADWICK  
- DANIEL CORBETT  
- EDWARD HAGNAUER  
- BRUCE MALONE

**AYE**  
**ABSENT**

ALL AYES. NO NAYS. MOTION CARRIED.

IV. **Financial**

A. **Payments and Claims: Consideration of the June 2010 claims for payment**

Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE THE PAYMENTS AND CLAIMS REPORT FOR JUNE 2010.

A ROLL CALL VOTE FOLLOWED:

- J. TERRY ALLAN  
- ROSE MARIE CHADWICK  
- DANIEL CORBETT  
- EDWARD HAGNAUER  
- BRUCE MALONE

**AYE**  
**ABSENT**

ALL AYES. NO NAYS. MOTION CARRIED.


A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN        AYE
ROSE MARIE CHADWICK   ABSENT
DANIEL CORBETT        AYE
EDWARD HAGNAUER       AYE
BRUCE MALONE          ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.

V. Transit Service

A. Managing Director’s Report: Jerry Kane presented the report.

B. TRUSTEE ALLAN MADE AN OMNIBUS MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE RESOLUTIONS:

11-01 AUTHORIZING THE EXECUTION OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION;

11-02 AUTHORIZING THE FILING OF APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION FOR SECTION 5316 JOB ACCESS REVERSE COMMUTE GRANT FUNDS FOR THE PROCUREMENT OF REPLACEMENT TRANSIT BUSES;

11-03 AUTHORIZING THE FILING OF APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION FOR SECTION 5317 NEW FREEDOM GRANT FUNDS FOR THE PROCUREMENT OF PARATRANSIT BUSES;

11-04 AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY AND PERMANENT EASEMENTS FOR BRIDGE CONSTRUCTION AND MAINTENANCE OF FAP 998;

11-05 AUTHORIZING THE EXECUTION OF AGREEMENTS WITH KORTE DESIGN, INC. FOR ARCHITECTURAL DESIGN, ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES;

11-06 AUTHORIZING THE FILING OF APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION FOR SECTION 5307 GRANT FUNDS FOR THE PURCHASE OF VARIOUS CAPITAL ITEMS;

11-07 AUTHORIZING THE AWARD OF CONTRACTS FOR BUS MAINTENANCE TOOLS AND DIAGNOSTIC EQUIPMENT;

11-08 AUTHORIZING THE APPLICATION FOR A PUBLIC TRANSPORTATION CAPITAL ASSISTANCE GRANT UNDER THE ILLINOIS DEPARTMENT OF TRANSPORTATION’S GENERAL AUTHORITY TO MAKE SUCH GRANTS.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         AYE
BRUCE MALONE            ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.

VI. Other Business

A. TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN TO MOVE INTO EXECUTIVE SESSION TO DISCUSS ACQUISITION AND/OR SALE OF PROPERTY AND/OR LITIGATION (5 ILCS 120/2 ET. SEQ., 2(C)5, 2(C)6, AND 2(C)11 OF THE OPEN MEETINGS ACT).

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         AYE
BRUCE MALONE            ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.

VII. Executive Session to Discuss Acquisition and/or Sale of Property and/or Litigation (5ILCS 120/2 et.seq., 2(c)5, 2(c)6, and 2(c)11 of the Open Meetings Act.)

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN TO RETURN TO OPEN SESSION.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         AYE
BRUCE MALONE            ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.

VIII. Adjournment

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         AYE
BRUCE MALONE            ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.
Meeting was adjourned at 10:09 a.m.

Respectfully submitted:

Erin Werner
RESOLUTION 11-09

AUTHORIZING THE AWARD OF CONTRACT FOR
A DUMP TRUCK AND EQUIPMENT

WHEREAS, the Madison County Mass Transit District (District) was created in December, 1980, by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959 as amended (70 ILCS 3610/1 et seq.); and,

WHEREAS, the District is a recipient of grant funds from the Federal Transit Administration, United States Department of Transportation, for various capital projects necessary to support and sustain transit services for the residents of Madison County, Illinois; and,

WHEREAS, one of the District's heavy-duty trucks, used for snow removal and other maintenance aspects at the District's base facility and transit stations, has exceeded its useful life and is no longer reliable; and,

WHEREAS, the District, in accordance with the guidelines and regulations set forth, initiated a procurement process to obtain a replacement one-ton dump truck and equipment; and,

WHEREAS, the District, having successfully completed said procurement, has identified Dave Sinclair Ford, Inc., of St. Louis, Missouri, as the lowest responsive bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized and directed to execute a contract with Dave Sinclair Ford, Inc., totaling sixty-four thousand, three hundred ninety-seven dollars ($64,397) to provide a one-ton dump truck and equipment.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of August, 2010.

Daniel L. Corbett, Chairman

J. Terry Allan

Edward A. Hagnauer

Rose Marie Chadwick

Bruce A. Malone

APPROVED as to Form:

Kenneth R. Danzinger, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, August 26, 2010, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized and directed to execute a contract with Dave Sinclair Ford, Inc., totaling sixty-four thousand, three hundred ninety-seven dollars ($64,397) to provide a one-ton dump truck and equipment.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said Resolution is on file in the records of the Madison County Mass Transit District in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature of the Madison County Mass Transit District on this twenty-sixth day of August, 2010.

[Signature]
Erin Werner
To: Board of Trustees  
From: Jerry Kane, Managing Director  
Penny Sarandis, Procurement Specialist  
Subject: 1-Ton Dump Truck and Equipment  
Date: August 25, 2010

The District is in need of replacing one of its heavy-duty dump trucks. A solicitation was issued and bids were received from two companies.

Dave Sinclair Ford, Inc. submitted two bids. Their lowest priced bid included unapproved vehicle components and was therefore deemed non-responsive. Dave Sinclair Ford's second bid and Broadway Truck Center's bid were both deemed responsive.

Based on a price analysis, Dave Sinclair Ford’s bid price of $64,397.00 was determined to be fair and reasonable. A responsibility determination concluded they have the capacity to provide the vehicle and equipment as requested.

Recommendation is being made for a contract award to Dave Sinclair Ford, Inc. in the amount $64,397.00 for a 1-ton dump truck and associated equipment. Eighty percent of the contract amount, $51,517.00, will be paid for by the Federal Transit Administration. The District’s obligation is twenty percent or $12,880.00

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Price</th>
<th>Notes:</th>
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<tbody>
<tr>
<td>Dave Sinclair Ford, Inc. St. Louis, MO</td>
<td>$60,919.00</td>
<td>Non-responsive</td>
</tr>
<tr>
<td>Dave Sinclair Ford, Inc. St. Louis, MO</td>
<td>$64,397.00</td>
<td>Award recommendation</td>
</tr>
<tr>
<td>Broadway Truck Centers St. Louis, MO</td>
<td>$65,262.90</td>
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</tbody>
</table>
RESOLUTION 11-10

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH DANNY L. MYERS FOR RESIDENT ENGINEERING SERVICES

WHEREAS, the Madison County Mass Transit District (District) was created in December, 1980, by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, the District requires the services of a Resident Engineer to assist the District's engineer, to provide specialized expertise in specific areas, and to perform and oversee project site activities on an as-needed basis; and,

WHEREAS, the District executed an agreement with Danny L. Myers for Resident Engineer services on October 1, 2007; and,

WHEREAS, the agreement will expire September 30, 2010, and the parties are mutually agreeable to continuing this relationship by executing an amendment to extend the agreement through September 30, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute an amendment to the agreement with Danny L. Myers for Resident Engineer services.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all amendments and change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of August, 2010.

Daniel L. Corbett, Chairman

J. Terry Allan

Rose Marie Chadwick

Edward A. Hagnauer

Bruce A. Malone

APPROVED as to Form:

Kenneth P. Danzinger, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, August 26, 2010, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute an amendment to the agreement with Danny L. Myers for Resident Engineer services.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all amendments and change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of August, 2010.

[Signature]

Erin Werner
RESOLUTION 11-11

APPROVING THE EXTENSION OF AN AGREEMENT BETWEEN
MADISON COUNTY MASS TRANSIT DISTRICT AND
BI-STATE DEVELOPMENT AGENCY

WHEREAS, Madison County Mass Transit District was created in December, 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, since its inception, the District has expanded transit services for the benefit of the residents of Madison County through the use of innovative service planning and cooperation between local operators; and,

WHEREAS, the District has maintained an agreement with the Bi-State Development Agency, hereinafter referred to as Metro, since 1980 to provide certain transit services for the mutual benefit of the District and Metro; and,

WHEREAS, in more recent years, the District and Metro executed an agreement commencing on July 1, 2005, and terminated on June 30, 2010, that provided for the coordination of each of the parties mutual fare collection and reconciliation, the District’s pro-rata Federal Transit Administration Section 5307 funds for which Metro is the designated recipient, and identifies the District’s contribution for full and complete access to MetroLink; and,

WHEREAS, the District has determined that it is in the best regional interest to continue this relationship for the mutual benefit of the District and Metro; and,

WHEREAS, it is the mutual interest of the parties to extend the attached agreement up to June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to extend the attached agreement with Bi-State Development Agency up to June 30, 2013.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders and amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of August, 2010.

Daniel L. Corbett, Chairman

J. Terry Allan                    Rose Marie Chadwick
Edward A. Hagnauer               Bruce A. Malone

APPROVED as to Form:

Kenneth P. Danzinger, Legal Counsel
CONTRACT

This contract is entered into between the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, hereinafter referred to as "METRO" and the MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY ILLINOIS, hereinafter referred to as "DISTRICT":

WHEREAS, METRO and DISTRICT are similarly engaged in the provision of public mass transportation services in the St. Louis Metropolitan region; and,

WHEREAS, METRO is the designated recipient for Federal Transit Administration (FTA) Section 5307 formula funds for the St. Louis Metropolitan region; and,

WHEREAS, DISTRICT is entitled to receive pro-rata amounts FTA Section 5307 funds for which METRO is the designated recipient; and,

WHEREAS, METRO and DISTRICT are desirous of coordinating fare revenue collection and transit pass utilization for the convenience of transit patrons using both systems for regional travel; and,

WHEREAS, METRO and DISTRICT are amenable to cooperation in other matters for the benefit of the residents of the St. Louis metropolitan region and the contracting parties;

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and undertakings set forth hereinafter, METRO and DISTRICT agree as follows:

WITNESSETH:

1. Term of Contract

This Contract shall remain in full force and effect for a period of five (5) years, commencing on July 1, 2005, and terminating on June 30, 2010. Any service, transactions, or causes of action between the parties occurring or arising between July 1, 2005, and June 30, 2010, inclusive, shall be governed by this Contract.

Unless notified to the contrary, by either party, 30 days preceding the termination date of the base contract, this agreement will be automatically extended for a period of ninety days in order to conclude negotiations. All other terms and conditions remain the same until a new agreement has been executed or the existing contract has been terminated.

2. Scope of Services

METRO and DISTRICT mutually recognize that the intent of this Contract is to facilitate cooperation in the provision of public transportation services in the St. Louis metropolitan region. It is understood that specific performance on the part of either party shall be limited to the provisions stated herein. However, the parties acknowledge their willingness to discuss
additional matters of mutual concern in good faith as needs and conditions arise, provided that neither party shall be obligated to agree to provisions not explicitly addressed in this Contract.

3. Access to MetroLink Stations

Transit vehicles operated by DISTRICT shall be afforded unrestricted access without charge to any and all MetroLink stations either owned or operated by METRO.

4. Fare-Free Access to METRO and DISTRICT Services by Active Employees and Board Members

Active METRO and DISTRICT employees, trustees and commissioners shall be afforded the opportunity to ride all regularly scheduled fixed route bus and rail services operated by METRO or DISTRICT without payment of fare, provided that they present a current valid photo identification card with Metro Insignia issued by METRO or DISTRICT to the bus operator upon boarding or MetroLink fare enforcement personnel when requested. It is understood that this provision shall not apply to special events or paratransit services operated by either party, for which payment of the published fare shall be required.

5. Fare Coordination

METRO and DISTRICT agree generally to coordinate the collection of passenger fares and use of prepaid passes, tickets and other fare media for the benefit and convenience of transit patrons using both transit systems in combination to travel within the St. Louis metropolitan region. The parties agree to accept passes, tickets and related fare instruments issued by the other subject to the limitations of Exhibit A of this Contract.

7. Pass-through Distribution of Federal Funds

METRO and DISTRICT agree to share FTA Section 5307 formula assistance funds allocated to the St. Louis Urbanized Area (UZA) 15 and the Alton/Wood River UZA 254 as prescribed in Exhibit B of this Contract.

8. Indemnification

With respect to METRO fixed route, paratransit and special services operated at or on DISTRICT property, including, but not limited to DISTRICT park-ride lots and transfer stations, METRO, subject to, and to the extent authorized by, and as may be limited by applicable law, agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents or employees against any loss, claim or suit hereinafter made or brought against such parties arising directly from the negligence of METRO, its commissioners, its officers, agents or employees, in providing services hereunder. METRO further agrees to defend any such claim or suit at its own expense, provided, however, that DISTRICT and Madison County, Illinois, may, at the option of said parties, defend any such claim or suit.

With respect to DISTRICT fixed route, paratransit and special services funded services operated at or on METRO property, including, but not limited to MetroLink stations, park-ride lots and transfer stations, DISTRICT, subject to, and to the extent authorized by, and as may be limited by applicable law, agrees to indemnify and hold harmless METRO, its commissioners, officers,
agents or employees, against any loss, claim or suit hereinafter made or brought against such parties arising directly from the negligence of DISTRICT, its officers, agents or employees. DISTRICT further agrees to defend any such claim or suit at its own expense, provided, however, that METRO may, at the option of said parties, defend any such claim or suit.

9. METRO’s Warranties

METRO warrants that it has taken all corporate actions necessary to authorize it to enter into this Contract. METRO warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits METRO from entering into and performing this Contract.

10. Non-Waiver

The parties agree that in no event shall the making or receipt of any payment under this Contract constitute or be construed as a waiver by one party of any breach of covenant or any default on the part of the other party which may then exist and the making or receipt of any payment under this Contract, while any such breach or default shall exist, shall in no way impair or prejudice any right to remedy available to the parties under this Contract. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles or law equity.

11. Ethics

METRO and DISTRICT shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. Such code shall provide that no employee, officer or agent of METRO and DISTRICT shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent would be involved. Such conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

A. the employee, officer or agent;

B. any member of his immediate family;

C. his or her partner; or

D. an organization which employs, or is about to employ, any of the above.

The code shall also provide that METRO and DISTRICT officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-contracts.
12. Amendment
The Parties agree that no change or modification to this Contract shall be of any force or effect unless a written amendment is dated and executed by both parties. No cost or obligations shall be incurred on consequence of an amendment to this Contract unless and until such written amendment has been executed.

13. Severability
The Parties agree that if any provision(s) of this Contract shall be held invalid for any reason whatsoever, the remaining provision(s) shall not be affected thereby if such remaining provision(s) could then continue to conform to the purposes, terms and requirements or applicable law.

This Contract shall be interpreted under the laws of the State of Illinois. Any suit arising from, interpreting, enforcing, or otherwise concerning this Contract shall be brought in a court of competent jurisdiction and proper venue in Illinois.

15. Termination
In the event of default by either party hereto in the performance of any covenant or obligation hereunder, and failure to cure such default within thirty (30) days after written notice of same by the other party, said non-defaulting party shall have the right to terminate this Contract and obligations hereunder. It is understood and agreed that failure to assert a default in any instance or on any occasion shall not constitute a waiver and shall not preclude the assertion of such default at a later date. Said termination shall not constitute a waiver of any and all other rights of the non-defaulting party may have under law to enforce this Contract or recover damages for the breach thereof. In the event of termination, each party shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Either party shall promptly submit its termination claim to the other for payment. If either party has any property in its possession belonging to the other, the parties will account for the same, and dispose of it in the manner directed by the other party.

16. Independence of METRO
METRO agrees that none of its officers, employees or agents, by reason of this Contract or grants made hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State of Illinois, and that none of them is to be permitted by METRO, by reason of this Contract or the grants hereunder, to make any claim, demand or application to or for any right or privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

17. IDOT Downstate Operating Assistance Agreement
METRO and DISTRICT recognize that there exists between DISTRICT and the State of Illinois
Department of Transportation (hereinafter referred to as "IDOT"), an Agreement referred to as the DOWNSTATE OPERATING ASSISTANCE GRANT PROGRAM AGREEMENT (hereinafter referred to as "IDOT Agreement"). The IDOT Agreement governs the provision of certain monetary assistance to DISTRICT by IDOT. To the extent that any portion of these funds are used by DISTRICT to pay METRO for services rendered in accordance with this Contract, METRO agrees as follows:

A. to provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to METRO by DISTRICT are eligible for reimbursement to DISTRICT by IDOT;

B. to not seek reimbursement from DISTRICT for any expenses that are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement, and

C. to not perform any acts of commission or omission which, if performed by DISTRICT, could render DISTRICT ineligible for reimbursement under the IDOT Agreement.

Entered into this 26th day of March, 2007.

BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI ILLINOIS METROPOLITAN DISTRICT

President & CEO

MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY, ILLINOIS

Managing Director

ATTEST

ATTEST

Alane Elasser

Erin L. Werner
EXHIBIT A
Mutual Acceptance of Regional Transit Passes, Tickets and Related Fare Instrument

1. DISTRICT agrees to accept un-validated tickets, passes, and other pre-paid fare instruments issued by METRO for the convenience of passengers using both METRO and DISTRICT transit vehicles in combination to travel within the St. Louis metropolitan region, provided that METRO reimburses DISTRICT for acceptance of such fare media at rates defined in Paragraph 2 of this Exhibit A.

2. Any and all METRO passes and tickets accepted by DISTRICT shall be reimbursed at a rate equivalent to the average fare collected from passengers boarding all METRO regular route services. The average fare shall be calculated by METRO using total farebox revenues collected in the prior year on METRO bus and rail vehicles as the basis for such calculations, subject to the review and concurrence of DISTRICT.

3. DISTRICT bus operators shall record the number of METRO passes and tickets accepted in lieu of fares using denominator buttons installed on DISTRICT buses. These numbers shall be reported to METRO on a monthly basis generally within ten (10) working days after the end of each month, and separated into the following categories:

(A) Washington University (WU) Universal Pass
(B) University of Missouri – St. Louis (UMSL) Universal Pass
(C) Southwestern Illinois College (SWIC) Universal Pass
(D) Monthly Passes
(E) Monthly Reduced Fare Passes
(F) Weekly Passes
(G) Day Pass
(H) Un-validated MetroLink Tickets
(I) Un-validated MetroLink Student Tickets
(J) and other non-cash fare media not listed in categories (A) through (I) above

4. In the event that DISTRICT secures a universal pass agreement similar to those cited in Paragraph 3 (A) through (J) above with a third party located in Madison County, potentially including but not necessarily limited to Southern Illinois University – Edwardsville (SIUE), METRO shall accept the universal pass on terms comparable to those applied to DISTRICT’s acceptance of universal passes referenced in Paragraph 3 (A) through (J) above.

5. METRO and DISTRICT shall honor each others valid bus and Metro Link transfers equal to the value of the original fare paid on the originating bus toward fare requested on the receiving bus. Acceptance of the respective transfers will be subject to METRO and DISTRICT policies and procedures for validation, number of transfers permitted, and rules for handling transfers. Neither METRO nor DISTRICT shall be reimbursed for acceptance of each others transfers. Either METRO or DISTRICT may charge passengers additional fees upon issuance of transfers as necessary to equalize any difference in the total fare required to make a continuous one-way trip utilizing the vehicles of both transit systems in either (generally eastbound or westbound) direction of travel.

6. METRO shall charge DISTRICT an administrative fee equal to 5.8% of the value of the fare reimbursement associated with the sale and distribution and accounting for transit passes, tickets and related fare instruments referenced in this Exhibit A. The administrative fee for the period of this agreement shall not exceed $15,000 annually.
EXHIBIT B

Pass Through of Federal Transit Administration (FTA) Section 5307 Formula Assistance Funds

1. METRO shall pass through to DISTRICT on an annual basis the amount of Federal formula assistance equal to one hundred percent (100%) of the Alton/Wood River urbanized area (UZA 254) formula allocation as capital assistance, on the basis that DISTRICT is the exclusive provider of public transit service in the Alton/Wood River UZA with total responsibility for capital and operating expenses to deliver such services. DISTRICT shall be responsible for any obligations associated with the receipt of these funds per the requirements of FTA.

2. METRO shall pass through to DISTRICT one hundred percent (100%) of that portion of the Federal Section 5307 formula funds allocation generated to the St. Louis urbanized area (UZA 15) as a result of the District’s filing of National Transit Database (NTD) statistics for passengers miles and revenue miles for those transportation services operated and reported by DISTRICT, including motor bus, demand response, and vanpool services as defined by FTA. METRO shall use the FTA Unit Values of Data, published annually in the Federal Register, to calculate this allocation each year. DISTRICT shall be responsible for any obligations associated with the receipt of these funds per the requirements of FTA.

3. METRO shall retain the Federal Section 5307 formula funds allocated by FTA to the region on the basis of Madison County, Illinois population and population density within UZA 15. Additionally, METRO shall retain those Federal Section 5307 formula funds allocated on the basis of regular fixed route and seasonal services operated by METRO in UZA 15. These revenues shall constitute the total financial commitment and payment in full for:

   Any and all claims, debts or obligations, rights, liabilities, direct or indirect, made or asserted by METRO, arising out of any previous service agreements, issues or relationship between DISTRICT and METRO occurring on or before, June 30, 2005.

   Any capital or operating subsidy for the MetroLink Light Rail System, as currently configured and/or may be extended in the future. Metro shall afford DISTRICT’S bus passengers and vehicles full access to the MetroLink system without any additional fees or surcharges above and beyond those fares typically charges residents of the St. Clair County, the City of St. Louis, or St. Louis County for comparable distance trips; subject to Exhibit A of this agreement, until such time MetroLink is extended into Madison County.
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, August 26, 2010, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to extend the attached agreement with Bi-State Development Agency up to June 30, 2013.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders and amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said Resolution is on file in the records of the Madison County Mass Transit District in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature of the Madison County Mass Transit District on this twenty-sixth day of August, 2010.

Erin Werner
RESOLUTION 11-12

AUTHORIZING THE AWARD OF A CONTRACT FOR CONSTRUCTION MODIFICATIONS TO THE DISTRICT’S FUEL BUILDING

WHEREAS, the Madison County Mass Transit District previously executed a contract with Gillig Corporation for the purchase of up to fifty (50) heavy-duty transit buses; and,

WHEREAS, the buses will come equipped with the Cummins 2010 ISL diesel engine with selective catalytic reduction requiring the use of diesel exhaust fluid (DEF) to meet mandated Federal Environmental Protection Agency (EPA) clean air standards; and,

WHEREAS, in order to meet the requirements of the new EPA standards, the District’s Fuel Building needs to be modified to include a bulk storage system, dispensers, piping, inventory control, leak detection system for the handling, storage and dispensing of the DEF; and,

WHEREAS, the District is part of a joint venture with Metro (St. Louis) to implement a regional automated fare collection system; and,

WHEREAS, modifications are also necessary to accommodate changes to the District’s cash vault room, which is enclosed within the fuel building, to prepare for the new farebox system; and,

WHEREAS, the District, in accordance with the guidelines and regulations set forth, initiated a procurement process to select a qualified contractor for construction modifications to the District’s Fuel Building; and,

WHEREAS, the Madison County Mass Transit District, having successfully completed said procurement, has identified Tindall Construction, Inc., of Pontoon Beach, Illinois, as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to Tindall Construction, Inc., of Pontoon Beach, Illinois, in the amount of three hundred fifty-four thousand, nine hundred sixty-six dollars ($354,966) for construction modifications to the District’s Fuel Building.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders and amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of August, 2010.

Daniel L. Corbett, Chairman

J. Todd Allan  Rose Marie Chadwick
Edward A. Hagnauer  Bruce A. Malone

APPROVED as to Form:

Kenneth P. Danzinger, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, August 26, 2010, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to Tindall Construction, Inc., of Pontoon Beach, Illinois, in the amount of three hundred fifty-four thousand, nine hundred sixty-six dollars ($354,966) for construction modifications to the District's Fuel Building.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders and amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said Resolution is on file in the records of the Madison County Mass Transit District in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature of the Madison County Mass Transit District on this twenty-sixth day of August, 2010.

Erin Werner
## Tabulation of Bids

**MCT Fuel Building Addition No. 11-1-04900**  
**Wednesday, August 25, 2010, 11:00 a.m. CDT**

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid</th>
<th>Comparison to Lowest Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tindall Construction, Inc.</td>
<td>$354,966.00</td>
<td>-</td>
</tr>
<tr>
<td>L. Wolf Company</td>
<td>$361,000.00</td>
<td>1.7%</td>
</tr>
<tr>
<td>Keller Construction, Inc.</td>
<td>$361,945.00</td>
<td>2.0%</td>
</tr>
<tr>
<td>C. Rallo Contracting Co., Inc.</td>
<td>$372,000.00</td>
<td>4.8%</td>
</tr>
<tr>
<td>R.W. Boeker Company Inc.</td>
<td>$465,500.00</td>
<td>31.1%</td>
</tr>
</tbody>
</table>

I certify that I have opened, read and recorded on this abstract all offers received in response to this solicitation.

---

Penny Sarandis  
Procurement Specialist
To: Board of Trustees  
From: Jerry Kane, Managing Director  
       Penny Sarandis, Procurement Specialist  
Subject: Fuel Building Addition  
Date: August 25, 2010

The District's fleet of new heavy-duty biodiesel buses must meet mandated federal EPA clean air standards. The bus engines will be equipped with selective catalytic reduction requiring the use of diesel exhaust fluid (DEF). The fuel building needs to be modified to accommodate a bulk storage system, dispensers, piping, inventory control, leak detection system for the handling, storage, and dispensing the DEF.

Formal competitive procurement procedures were initiated for the fuel building modifications. Bids were received from five firms in response to the solicitation.

Tindall Construction, Inc. was identified as the apparent low bidder. They provided documentation with their bid which indicates they expect to exceed the District's goal of 2% DBE participation. Based on a price analysis, their bid of $354,966 has been determined to be fair and reasonable. A responsibility determination review concluded they have the capacity to perform the work as described in the Invitation for Bids.

Recommendation is being made for a contract award to the lowest responsive and responsible bidder, Tindall Construction, Inc., in the amount of $354,966. This project will be partially funded by the Federal Transit Administration.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tindall Construction, Inc. Poneto Beach, IL</td>
<td>$354,966.00</td>
<td>Award Recommendation</td>
</tr>
<tr>
<td>L. Wolf Company Granite City, IL</td>
<td>$361,000.00</td>
<td></td>
</tr>
<tr>
<td>Keller Construction, Inc. Glen Carbon, IL</td>
<td>$361,945.00</td>
<td></td>
</tr>
<tr>
<td>C. Rallo Contracting Co., Inc. St. Louis, MO</td>
<td>$372,000.00</td>
<td></td>
</tr>
<tr>
<td>R.W. Boeker Company Inc. Hamel, IL</td>
<td>$465,500.00</td>
<td></td>
</tr>
</tbody>
</table>
August 25, 2010

Mr. Jerry Kane
Madison County Transit District
One Transit Way
Granite City, IL 62040

RE: MCT Fuel Building Addition No. 11-1-04900
    Award Recommendation

Dear Mr. Kane:

Korte Design Inc. was in attendance at the bid opening this morning for the MCT Fuel Building Addition. Please accept this letter as our recommendation that based on the copy of the Bid Form Submittal Checklist reviewed at bid time and again at our office this morning that Tindall Construction, Inc. is capable of the proposed Building and Fuel Systems Addition scope of work for the bid amount of $354,966.00.

There are no alternates in the bid package, which affect the project.

Should you have any questions or comments, feel free to contact Jon Carpenter or myself at our Highland office.

Sincerely,

KORTE DESIGN INC.

Anthony Walker
Architect

AW:kt

c: Mark Steyer/MCT (via email msteyer@mct.org)
Penny Sarandis/MCT (via email psarandis@mct.org)
Jon Carpenter/Korte (via email jon.carpenter@korteco.com)
Mike Stumpf/Korte (via email mike.stumpf@korteco.com)
RESOLUTION 11-14

AUTHORIZING THE AWARD OF CONTRACT
FOR WIMAX INFRASTRUCTURE

WHEREAS, the Madison County Mass Transit District previously executed a contract with Gillig Corporation for the purchase of up to fifty (50) heavy-duty transit buses; and,

WHEREAS, the heavy-duty Gillig buses will come installed with MobileView video surveillance technology which is proprietary to G.E. Security, owned by UTC Fire and Security, Inc., and will be WiMax capable; and,

WHEREAS, modifications to the District's base of operations are necessary in order to wirelessly transfer video and data to and from the buses using WiMax technology; and,

WHEREAS, successful negotiations related to the WiMax infrastructure installations at the District's base of operations have taken place for the purpose of clarifying and confirming price and scope of work requirements; and,

WHEREAS, staff recommends the award of a contract to UTC Fire and Security, Inc., of Salem, Oregon, in the amount of one hundred five thousand, thirty-eight dollars ($105,038) for WiMax equipment, software, licensing, installation, and training.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to UTC Fire and Security, Inc., of Salem, Oregon, in the amount of one hundred five thousand, thirty-eight dollars ($105,038) for WiMax equipment, software, licensing, installation, and training.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders and amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of August, 2010.

Daniel L. Corbett, Chairman

J. Terry Allan
Edward A. Hagreuer

Bruce A. Malone

APPROVED as to Form:

Kenneth P. Danzinger, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, August 26, 2010, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District award a contract to UTC Fire and Security, Inc., of Salem, Oregon, in the amount of one hundred five thousand, thirty-eight dollars ($105,038) for WiMax equipment, software, licensing, installation, and training.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders and amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said Resolution is on file in the records of the Madison County Mass Transit District in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature of the Madison County Mass Transit District on this twenty-sixth day of August, 2010.

Erin Werner
To: Board of Trustees  
From: Jerry Kane, Managing Director  
Penny Sarandis, Procurement Specialist  

Subject: WiMax Infrastructure  
Date: August 23, 2010  

The District's heavy-duty Gillig buses will come installed with the newest MobileView video surveillance technology available and will be WiMax capable. WiMax is a broadband wireless data communications technology based around the IEEE 802.16 standard that is capable of providing reliable high-speed data communications over a wide area.

Video transmission is a bandwidth intensive application. Modifications to the District's base of operations including the installation of antennas, lightening grounding points, power supplies, conduit, software, servers and switches are necessary in order to wirelessly transfer video and data to and from the buses using WiMax technology.

Significant performance risks are associated with the successfully and timely installation of a WiMax system. The MobileView video surveillance system is proprietary to G.E. Security, owned by UTC Fire and Security. Establishing secure data transfer communications between the buses and the District's servers and computers is critical to the performance of the system. Successful negotiations related to the WiMax infrastructure installations at the District's base of operations have taken place for the purpose of clarifying and confirming price and scope of work requirements.

Recommendation is being made for a contract award to UTC Fire and Security, Inc. from Salem, Oregon, in the amount of $105,038 for WiMax equipment, software, licensing, installation, and training. Eighty percent of the contract amount, $84,030.40 will be paid for by Federal Transit Administration (FTA). The District's obligation is twenty percent or $21,007.60.
RESOLUTION 11-13

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY, INCLUDING THE USE OF THE POWER OF EMINENT DOMAIN

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Board hereby determines that the properties as described in Exhibits A through J, either within the area served by the Madison County Mass Transit District or outside the area served by the District that are desirable and necessary for the purposes of the District, are needed for a public purpose. Exhibits A through J, attached hereto and incorporated herein, are the legal descriptions of the properties in question.

2. The Board is authorized to acquire such property by the Local Mass Transit Act, 70 ILCS 3610/1 et seq., and in compliance with the Illinois Code of Civil Procedure, Eminent Domain Act, 735 ILCS 30/1-1-1 et seq.

3. The Managing Director and District's legal counsel are hereby authorized to take all actions necessary to acquire ownership of said properties, which may include the negotiation and purchase of the property and/or the filing of a complaint for acquisition in accordance with the Code of Civil Procedure, Eminent Domain Act.

4. No further action on the part of or by the Board is necessary for such acquisition by whatever lawful means employed.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of August, 2010.

Daniel L. Corbett, Chairman

J. Terry Allan

Edward A. Hagnauer

Rose Marie Chadwick

Bruce A. Malone

APPROVED as to Form:

Kenneth P. Danzinger, Legal Counsel
ALL THAT PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTIONS 18 AND 19, TOWNSHIP 3 NORTH, RANGE 7 WEST, AND SECTION 24, TOWNSHIP 3 NORTH, RANGE 8 WEST, MADISON COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COMMON POINT ON THE EASTERLY PROPERTY LINE OF ILLINOIS TERMINAL COMPANY AND THE SOUTHERLY PROPERTY LINE OF THE FORMER PENN RAILROAD COMPANY, SAID POINT BEING ILLINOIS TERMINAL RAILWAY STATION 1164+02 MORE OR LESS, AND ALSO BEING 240 FEET, MORE OR LESS, SOUTHERLY OF MPA-22; AND ALSO BEING THE NORTHWEST CORNER OF PROPERTY OF GRANTEE; THENCE, ALONG THE COMMON PROPERTY LINE BETWEEN PROPERTIES OF GRANTOR AND GRANTEE THE FOLLOWING SEVEN CALLS, SOUTHWARDLY A DISTANCE OF 140.2 FEET TO A POINT; THENCE, WESTWARDLY A DISTANCE OF 53 FEET TO A POINT; THENCE SOUTHWARDLY A DISTANCE OF 698 FEET TO A POINT; THENCE, WESTWARDLY A DISTANCE OF 50 FEET TO A POINT; THENCE, SOUTHWESTLY A DISTANCE OF 1355 FEET TO A POINT; THENCE, EASTWARDLY A DISTANCE OF 40 FEET TO A POINT; THENCE, SOUTHWESTLY A DISTANCE OF 850 FEET TO A POINT; THENCE, WESTWARDLY A DISTANCE OF 90 FEET, MORE OR LESS, TO A POINT ON THE FORMER CENTERLINE OF THE MAIN TRACK OF ILLINOIS TERMINAL COMPANY; THENCE, SOUTHWARDLY A DISTANCE OF 70 FEET ALONG THE FORMER CENTERLINE OF THE MAIN TRACK OF ILLINOIS TERMINAL COMPANY TO A POINT; THENCE, WESTWARDLY A DISTANCE OF 94.67 FEET TO A POINT; THENCE, SOUTHWARDLY A DISTANCE OF 672 FEET TO A POINT, THENCE, EASTWARDLY A DISTANCE OF 36 FEET TO A POINT; THENCE, NORTHWARDLY A DISTANCE OF 1160 FEET TO A POINT; THENCE, EASTWARDLY A DISTANCE OF 57.8 FEET TO A POINT ON THE FORMER CENTERLINE OF THE MAIN TRACK OF ILLINOIS TERMINAL COMPANY; THENCE, NORTHWARDLY A DISTANCE OF 415 FEET.

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
Exhibit A - Page 2

ALONG CENTERLINE OF MAIN TRACK OF ILLINOIS TERMINAL COMPANY TO A POINT; THENCE, WESTWARDLY A DISTANCE OF 57.8 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF ILLINOIS TERMINAL COMPANY; THENCE, NORTHWARDLY A DISTANCE OF 723 FEET, MORE OR LESS, TO A COMMON POINT ON THE WESTERLY PROPERTY LINE OF ILLINOIS TERMINAL COMPANY AND THE SOUTHERLY PROPERTY LINE OF THE FORMER PENN RAILROAD COMPANY; THENCE NORTHEASTWARDLY ALONG THE SOUTHERLY PROPERTY LINE OF SAID PENN RAILROAD COMPANY WITH A CURVE TO THE LEFT AND A DISTANCE OF 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9.20 ACRES, MORE OR LESS, AND BEING SUBSTANTIALLY AS SHOWN ON DRAWING RB-90-0026 DATED MARCH 16, 1990, ATTACHED TO THE QUIT CLAIM DEED AT BOOK 3669 PAGE 862. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

EXCEPTING THEREFROM:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 19; THENCE SOUTH 0 DEGREES 16 MINUTES 47 SECONDS EAST (BASED ON GRID NORTH, ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE), ALONG THE WEST LINE OF SECTION 19 A DISTANCE OF 412.17 FEET TO THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 8 WEST; THENCE SOUTH 0 DEGREES 05 MINUTE 27 SECONDS EAST ALONG THE WEST LINE OF SECTION 19 A DISTANCE OF 327.60 FEET TO AN IRON PIPE AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST 1361.83 FEET TO AN IRON PIPE IN THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19; THENCE SOUTH 0 DEGREES 24 MINUTE 41 SECONDS EAST ALONG SAID EAST LINE 373.19 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF A TRACT CONVEYED TO POLETTI BY DEED RECORDED IN BOOK 3814 PAGE 1767 OF THE MADISON COUNTY RECORDS; THENCE NORTH 89 DEGREES 58 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID

ISSUED BY:

Wheatland Title Guaranty Company
106 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
POLETTI TRACT 1093.14 FEET TO AN IRON ROD; THENCE SOUTH 5
DEGREES 33 MINUTES 25 SECONDS WEST 164.85 FEET TO AN
IRON PIPE; THENCE NORTH 89 DEGREES 43 MINUTES 11
SECONDS WEST 106.08 FEET TO AN CONCRETE MONUMENT;
THENCE SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST
980.00 FEET TO AN IRON ROD IN THE CENTERLINE OF THE FORMER
ILLINOIS TERMINAL RAILROAD; THENCE SOUTH 0 DEGREES 13
MINUTES 08 SECONDS EAST ALONG SAID CENTERLINE 68.40 FEET
TO AN IRON ROD; THENCE SOUTH 89 DEGREES 46 MINUTES 52
SECONDS WEST 58.64 FEET TO AN IRON ROD IN THE WEST LINE
OF SECTION 19; THENCE NORTH 0 DEGREES 05 MINUTES 27
SECONDS WEST ALONG SAID WEST LINE 604.38 FEET TO
THE POINT OF BEGINNING, CONTAINING 12.75 ACRES AS SHOWN BY
SURVEY BY MADISON COUNTY SURVEYORS DURING JUNE, 1997,
IN MADISON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF
MADISON AND STATE OF ILLINOIS.

ALSO EXCEPT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL
MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A
POINT ON THE CENTERLINE OF LOYET ROAD LOCATED 40 FEET
EAST OF THE CENTERLINE OF THE FORMER ILLINOIS TERMINAL
RAILROAD; THENCE WESTERLY ALONG THE CENTERLINE OF
LOYET ROAD 40 FEET TO SAID RAILROAD CENTERLINE; THENCE
SOUTHERLY ALONG SAID RAILROAD CENTERLINE, 415.4 FEET;
MORE OR LESS TO THE SOUTHEAST CORNER OF THAT TRACT
CONVEYED BY NORFOLK AND WESTERN RAILWAY COMPANY TO
ROBERT OMHUNDRO AND CLYDETTA OMHUNDRO BY QUIT
CLAIM DEED DATED AUGUST 27, 1980; THENCE WESTERLY ALONG
THE SOUTH LINE OF SAID OMHUNDRO TRACT, 57.82 FEET, MORE
OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE
SOUTHERLY ALONG THE WEST LINE OF SECTION 18, A DISTANCE
OF 40 FEET; THENCE EASTERLY AND PARALLEL WITH SAID SOUTH
LINE, 77.82 FEET, MORE OR LESS TO A POINT LOCATED 20 FEET
EAST OF SAID RAILROAD CENTERLINE; THENCE NORTHERLY AND
PARALLEL WITH SAID RAILROAD CENTERLINE, 395.4 FEET, MORE
OR LESS TO A POINT LOCATED 60 FEET SOUTH OF THE
CENTERLINE OF LOYET ROAD; THENCE EASTERLY AND PARALLEL
WITH THE CENTERLINE OF LOYET ROAD, 20 FEET; THENCE

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
NORTHERLY 60 FEET TO THE POINT OF BEGINNING, IN MADISON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 09-1-22-19-00-000-016; 09-1-22-18-00-000-004.003

ISSUED BY:
Whealland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
Exhibit B - Page 1

08/17/2010

WTG File Number: MCT-2004MA-85.0
Project: Troy Junction South
Parcel:

A.L.T.A. COMMITMENT FORM

-Schedule A Continued-

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 19; THENCE SOUTH 0 DEGREES 16 MINUTES 47 SECONDS EAST (BASED ON GRID NORTH, ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE), ALONG THE WEST LINE OF SECTION 19 A DISTANCE OF 412.17 FEET TO THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 8 WEST; THENCE SOUTH 0 DEGREES 05 MINUTE 27 SECONDS EAST ALONG THE WEST LINE OF SECTION 19 A DISTANCE OF 327.80 FEET TO AN IRON PIPE AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST 1361.83 FEET TO AN IRON PIPE IN THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19; THENCE SOUTH 0 DEGREES 24 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE 373.19 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF A TRACT CONVEYED TO POLETTI BY DEED RECORDED IN BOOK 3814 PAGE 1767 OF THE MADISON COUNTY RECORDS; THENCE NORTH 89 DEGREES 56 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID POLETTI TRACT 1093.14 FEET TO AN IRON ROD; THENCE SOUTH 15 DEGREES 33 MINUTES 25 SECONDS WEST 164.65 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 43 MINUTES 11 SECONDS WEST 108.08 FEET TO AN CONCRETE MONUMENT; THENCE SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST 980.00 FEET TO AN IRO ROD IN THE CENTERLINE OF THE FORMER ILLINOIS TERMINAL RAILROAD; THENCE SOUTH 0 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID CENTERLINE 68.40 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST 58.64 FEET TO AN IRON ROD IN THE WEST LINE OF SECTION 19; THENCE NORTH 0 DEGREES 05 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE 604.38 FEET TO THE POINT OF BEGINNING, CONTAINING 12.75 ACRES AS SHOWN BY SURVEY BY MADISON COUNTY SURVEYORS DURING JUNE, 1997.

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
WTG File Number: MCT-2004MA-85.0
Project: Troy Junction South
Parcel:

IN MADISON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 09-1-22-19-00-000-001.002

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
LOT 7 IN FIRST ADDITION TO ARTH ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGE 128 (EXCEPT COAL, UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE SAME) IN MADISON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 09-2-22-18-03-301-011

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
A L T A. COMMITMENT FORM

-Schedule A Continued-

A TRACT OF LAND BEGINNING AT THE CENTER OF SECTION NUMBER EIGHTEEN (18) IN TOWNSHIP NUMBER THREE (3) NORTH, RANGE NUMBER SEVEN (7) WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF MADISON AND STATE OF ILLINOIS; THENCE EAST ON THE HALF SECTION LINE 842 FEET; THENCE SOUTH 1841 FEET AND SIX INCHES; THENCE WEST 2311 FEET AND EIGHT INCHES TO THE TOWNSHIP LINE; THENCE NORTH ALONG THE TOWNSHIP LINE 700 FEET; THENCE EAST 198 FEET; THENCE NORTH 140 FEET AND 9 INCHES TO THE SOUTH RIGHT OF WAY OF THE ST. LOUIS VANDALIA AND TERRE HAUTE RAILROAD; THENCE ALONG SAID RIGHT OF WAY NORTHEASTERLY 1180 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION NUMBER EIGHTEEN (18); THENCE NORTH 72 DEGREES 30 MINUTES EAST ALONG THE SAID LINE 512 FEET TO THE PLACE OF BEGINNING, CONTAINING 81.35 ACRES MORE OR LESS. ALL SITUATE IN SECTION EIGHTEEN (18), TOWNSHIP NUMBER THREE (3) NORTH, RANGE SEVEN (7) WEST OF THE THIRD PRINCIPAL MERIDIAN. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

A TRACT OF LAND IN THE SOUTHWEST QUARTER (1/4) OF SECTION NUMBER EIGHTEEN (18) AND THE NORTHWEST QUARTER OF SECTION NUMBER NINETEEN (19), ALL IN TOWNSHIP NUMBER THREE (3) NORTH RANGE NUMBER SEVEN (7) WEST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION NUMBER EIGHTEEN (18); THENCE NORTH ALONG THE TOWNSHIP LINE EIGHT HUNDRED EIGHTY ONE (881) FEET EIGHT (8) INCHES; THENCE EASTWARDLY ALONG CENTER OF ROAD THIRTEEN HUNDRED FIFTY THREE (1353) FEET FOUR (4) INCHES; THENCE SOUTHWARDLY NINETEEN HUNDRED NINETY SEVEN (1997) FEET; THENCE WESTWARDLY THIRTEEN HUNDRED SIXTY (1360) FEET TO THE WEST LINE OF SAID SECTION NUMBER NINETEEN (19); THENCE NORTH ALONG THE WEST LINE OF SAID SECTION.

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560
Agent for:
Fidelity National Title Insurance Company
NUMBER NINETEEN (19), ONE THOUSAND ONE HUNDRED FIFTEEN (1115) FEET TO THE PLACE OF BEGINNING. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

EXCEPT: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SECTION 19 WITH THE EAST LINE OF A TRACT CONVEYED TO POLETTI BY DEED RECORDED IN BOOK 1520 PAGE 505 OF THE MADISON COUNTY RECORDS; THENCE SOUTH (ASSUMED BEARING) ALONG THE EAST LINE OF SAID POLETTI TRACT, (AND ALSO THE CENTERLINE OF LONGHI ROAD) 86.82 FEET TO AN IRON PIPE AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH ALONG SAID EAST LINE AND CENTERLINE 412.02 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS WEST 418.10 FEET TO AN IRON PIPE; THENCE NORTH 1 DEGREE 52 MINUTES 15 SECONDS WEST 377.28 FEET TO AN IRON PIPE; THENCE NORTH 51 DEGREES 39 MINUTES 20 SECONDS EAST 58.31 FEET TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST 388.25 FEET TO THE POINT OF BEGINNING, AS SHOWN BY SURVEY BY MADISON COUNTY SURVEYORS DURING MAY 1966, IN MADISON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

AND EXCEPT: PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 19; THENCE SOUTH 0 DEGREES 16 MINUTES 47 SECONDS EAST (BASED ON GRID NORTH, ILLINOIS STATE PLAN COORDINATE SYSTEM, WEST ZONE), ALONG THE WEST LINE OF SECTION 19 A DISTANCE OF 412.17 FEET TO THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 8 WEST; THENCE SOUTH 0 DEGREES 05 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF SECTION 19 A DISTANCE OF 327.80 FEET TO AN IRON PIPE AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
1361.83 FEET TO AN IRON PIPE IN THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19; THENCE SOUTH 0 DEGREES 24 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE 373.19 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF A TRACT CONVEYED TO POLETTI BY DEED RECORDED IN BOOK 3814 PAGE 1767 OF THE MADISON COUNTY RECORDS; THENCE NORTH 89 DEGREES 56 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID POLETTI TRACT 1093.14 FEET TO AN IRON ROD; THENCE SOUTH 5 DEGREES 33 MINUTES 25 SECONDS WEST 164.65 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 43 MINUTES 11 SECONDS WEST 106.08 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST 90.00 FEET TO AN IRON ROD IN THE CENTERLINE OF THE FORMER ILLINOIS TERMINAL RAILROAD; THENCE SOUTH 0 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID CENTERLINE 66.40 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST 58.64 FEET TO AN IRON ROD IN THE WEST LINE OF SECTION 19; THENCE NORTH 0 DEGREES 05 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE 604.38 FEET TO THE POINT OF BEGINNING, CONTAINING 12.75 ACRES AS SHOWN BY SURVEY BY MADISON COUNTY SURVEYORS DURING JUNE 1997, IN MADISON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

AND EXCEPT: A TRACT OF LAND IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 18 TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 0 DEGREES 15 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1357.76 FEET TO AN OLD BOLT AT THE INTERSECTION OF SAID WEST LINE OF THE SOUTHWEST QUARTER AND THE SOUTH LINE OF A TRACT CONVEYED TO RAYMOND POLETTI AND WIFE BY BOOK 2563 ON PAGE 429 OF MADISON COUNTY RECORDS; THENCE NORTH 89 DEGREES 44 MINUTES 35 SECONDS EAST, ALONG SAID SOUTH LINE A DISTANCE OF 157.8 FEET TO THE POINT OF BEGINNING OF THE TRACT HERIN DESCRIBED, SAID POINT OF BEGINNING BEING ABOVE-MENTIONED SOUTH LINE AND THE EASTERALY RIGHT-OF-WAY OF THE ILLINOIS TERMINAL RAILROAD; THENCE NORTH 0 DEGREES 05 MINUTES 05 SECONDS WEST, ALONG SAID EASTERALY RIGHT-OF-WAY, A DISTANCE OF 697.16 FEET TO AN OLD RIGHT-OF-WAY MARKER; THENCE NORTH 89 DEGREES 55 MINUTES 55 SECONDS EAST A DISTANCE OF 53 FEET TO AN OLD RIGHT-OF-WAY MARKER; THENCE NORTH 0 DEGREES 05 MINUTES 05 SECONDS WEST, CONTINUING ON SAID RIGHT-OF-WAY, A DISTANCE OF 140.2 FEET TO AN OLD RIGHT-OF-WAY MARKER AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE SOUTHEASTERLY RIGHT-OF-WAY OF THE PENNSYLVANIA RAILROAD; THENCE AROUND A CURVE TO THE LEFT ALONG SAID PENNSYLVANIA RAILROAD RIGHT-OF-WAY, SAID CURVE HAVING A RADIUS OF 1959.86 FEET, CHORD BEARING NORTH 50 DEGREES 13 MINUTES 55 SECONDS EAST, AN ARC DISTANCE OF 469.52 FEET; THENCE ALONG A SPIRAL TO THE LEFT, HAVING A CHORD BEARING NORTH 40 DEGREES 22 MINUTES 45 SECONDS EAST, A CHORD DISTANCE OF 303.84 FEET TO ITS POINT OF TANGENCY; THENCE NORTH 38 DEGREES 52 MINUTES 10 SECONDS EAST, CONTINUING ALONG SAID PENNSYLVANIA RAILROAD RIGHT-OF-WAY A DISTANCE OF 16.45 FEET; THENCE SOUTH 0 DEGREES 58 MINUTES 40 SECONDS WEST A DISTANCE OF 926.99 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 40 SECONDS WEST A DISTANCE OF 408.46 FEET THENCE SOUTH 45 DEGREES 28

ISSUED BY:
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105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
MINUTES WEST A DISTANCE OF 152.65 FEET; THENCE SOUTH 28 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 119.47 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 30 FEET EASTERLY OF THE EASTERY RIGHT-OF-WAY OF THE ILLINOIS TERMINAL RAILROAD; THENCE SOUTH 0 DEGREES 05 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 244.41 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE ABOVE-MENTIONED TRACT CONVEYED TO POLETTI; THENCE SOUTH 89 DEGREES 44 MINUTES 35 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; (EXCEPT ALL COAL UNDERLYING SAID PREMISES); CONTAINING 8.853 ACRES MORE OR LESS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

AND EXCEPT: A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A COMMON POINT ON THE EASTERY PROPERTY LINE OF ILLINOIS TERMINAL CO. AND THE SOUTHERLY PROPERTY LINE OF THE FORMER PENN RAILROAD COMPANY, SAID POINT BEING ILLINOIS TERMINAL RAILWAY STATION 1164+02 MORE OR LESS, AND ALSO BEING 240 FEET, MORE OR LESS, SOUTHERLY OF MPA-22 AND ALSO BEING THE NORTHWEST CORNER OF LOT 2 IN HICKORY LAKE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 41 PAGE 70; THENCE SOUTHWARDLY ALONG THE EAST LINE OF HICKORY LAKE ESTATES, A DISTANCE OF 140.2 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN HICKORY LAKE ESTATES; THENCE WESTERLY ALONG THE NORTH LINE OF HICKORY LAKE ESTATES, A DISTANCE OF 63 FEET TO A POINT ON THE NORTHWEST CORNER OF LOT 1 IN HICKORY LAKE ESTATES; THENCE SOUTHWARDLY ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 698 FEET TO A POINT IN THE CENTER LINE OF LOYET ROAD; THENCE WEST ALONG THE CENTERLINE OF LOYET ROAD, A DISTANCE OF 157.8 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 723 FEET TO A COMMON POINT ON THE WEST PROPERTY LINE OF ILLINOIS TERMINAL CO. AND THE SOUTH PROPERTY LINE OF SAID PENN RAILROAD COMPANY; THENCE NORTHEASTWARDLY ALONG THE SOUTHERLY PROPERTY LINE OF SAID PENN RAILROAD COMPANY.

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560
Agent for:
Fidelity National Title Insurance Company
WITH A CURVE TO THE LEFT AND A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING, IN MADISON COUNTY, ILLINOIS, SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

AND EXCEPT: A PIECE OR PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION NO. 19, TOWNSHIP 3, NORTH RANGE 7 WEST OF THE THIRD P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT A POINT WHICH IS 266 FEET SOUTH AND 107.2 FEET EAST OF THE INTERSECTION OF THE RANGE LINE BETWEEN JARVIS AND COLLINSVILLE TOWNSHIPS, WITH THE NORTH SECTION LINE OF SECTION NO. 24; THENCE FROM SAID BEGINNING POINT NORTH ON A LINE 50 FEET FROM THE PARALLEL WITH THE MAIN LINE OF THE ILLINOIS TERMINAL COMPANY AS NOW LAID, A DISTANCE OF 222.3 FEET TO A POINT; THENCE EAST A RIGHT ANGLES 40 FEET TO A POINT AND WHICH SAID POINT IS 90 FEET FROM THE CENTER LINE OF THE ILLINOIS TERMINAL COMPANY TRACK, THENCE SOUTH ON A LINE 90 FEET FROM AND PARALLEL WITH THE SAID CENTER LINE OF SAID RAILROAD TRACK, A DISTANCE OF 222.3 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 40 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.20 ACRES OF LAND MORE OR LESS. SITUATED IN THE TOWNSHIP OF JARVIS, IN THE COUNTY OF MADISON, IN THE STATE OF ILLINOIS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 09-1-22-18-00-000-006; 09-1-22-19-00-000-001
WTG File Number: MCT-2007MA-206.0
Project: Troy-O'Fallon Trail
Project Number: 00100
Parcel:

A.L.T.A. COMMITMENT FORM
-Schedule A Continued-

LOT 8 IN FIRST ADDITION TO ARTH'S ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49 PAGE 128 IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS.

EXCEPT COAL, GAS AND OTHER MINERAL RIGHTS CONVEYED, EXCEPTED OR RESERVED IN PRIOR CONVEYANCES. ALL SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 09-2-22-18-03-301-012

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
A L T A. COMMITMENT FORM

-Schedule A Continued-

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 18 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER PENNSYLVANIA RAILROAD COMPANY (100 FOOT WIDE) THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT A DISTANCE OF 114.46 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER ILLINOIS TERMINAL COMPANY; THENCE SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 115.45 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PENNSYLVANIA RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT A DISTANCE OF 112.73 FEET, MORE OR LESS, TO THE SAID WEST LINE OF SECTION 18; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 111.81 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 09-1-22-18-00-000-004.001

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
LOT NINE (9) IN FIRST ADDITION TO ARTH ESTATES, A SUBDIVISION IN THE WEST HALF (W 1/2) OF SECTION EIGHTEEN (18), TOWNSHIP THREE (3) NORTH, RANGE SEVEN (7) WEST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49 PAGE 128, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE SAME), IN MADISON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF MADISON AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 09-2-22-18-03-301-013
A.L.T.A. COMMITMENT FORM

-Schedule A Continued-

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE RAILROAD SPIKE IN THE PAVEMENT SET OVER THE OLD STONE AT THE SOUTHEAST CORNER OF SECTION 1; THENCE, NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 2,649.76 FEET TO AN IRON BAR FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 1; THENCE, SOUTH 89 DEGREES 09 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 137.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS TERMINAL RAILROAD (ABANDONED); THENCE, SOUTH 0 DEGREES 25 MINUTES 03 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2,649.30 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1; THENCE, NORTH 89 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.76 ACRES (3338.195 SQUARE FEET), MORE OR LESS. SITUATED IN THE COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.

THE PROPERTY TO BE DESCRIBED IS THAT PART OF THE ABOVE LEGAL DESCRIPTION LOCATED NORTH OF THE FOLLOWING LEGAL DESCRIPTION:

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RAILROAD SPIKE IN THE PAVEMENT SET OVER THE OLD STONE AT THE SOUTHEAST CORNER OF SECTION

ISSUED BY:

Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
1; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 816.07 FEET TO A POINT ON A LINE BEING THE EASTERLY PROLONGATION OF THE SOUTH LINE OF A TRACT CONVEYED TO CHAS. E. AND PEARCE KAY LOGSDON IN BOOK OF DEEDS 2494 ON PAGE 785 IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, AND BEING THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE CONTINUING NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 390.41 FEET TO A POINT ON A LINE BEING THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE AFOREMENTIONED LOGSDON TRACT; THENCE SOUTH 89 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 126.79 FEET TO THE NORTHEAST CORNER OF SAID LOGSDON TRACT; THENCE SOUTH 0 DEGREES 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOGSDON TRACT, A DISTANCE OF 380.00 FEET TO THE SOUTHEAST CORNER OF SAID LOGSDON TRACT; THENCE SOUTH 85 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE AFOREMENTIONED EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOGSDON TRACT, A DISTANCE OF 124.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.11 ACRES (48,297 SQUARE FEET). SITUATED IN THE COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 03-01-0-400-008
A.L.T.A. COMMITMENT FORM

- Schedule A Continued -

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE RAILROAD SPIKE IN THE PAVEMENT SET OVER THE OLD STONE AT THE SOUTHEAST CORNER OF SECTION 1; THENCE, NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 2,649.78 FEET TO AN IRON BAR FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 1; THENCE, SOUTH 89 DEGREES 09 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 137.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS TERMINAL RAILROAD (ABANDONED); THENCE, SOUTH 0 DEGREES 25 MINUTES 03 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2,649.30 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1; THENCE, NORTH 89 DEGREES 16 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.76 ACRES (3338.195 SQUARE FEET), MORE OR LESS. SITUATED IN THE COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.

THE PROPERTY TO BE DESCRIBED IS THAT PART OF THE ABOVE LEGAL DESCRIPTION LOCATED SOUTH OF THE FOLLOWING LEGAL DESCRIPTION:

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RAILROAD SPIKE IN THE PAVEMENT SET OVER THE OLD STONE AT THE SOUTHEAST CORNER OF SECTION

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veteran's Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
WTG File Number: MEP-2005SC-255.0
Project: Scott-Troy Bike Trail
Parcel:

1; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 818.07 FEET TO A POINT ON A LINE BEING THE EASTERLY PROLONATION OF THE SOUTH LINE OF A TRACT CONVEYED TO CHAS. E. AND PEARCE KAY LOGSDON IN BOOK OF DEEDS 2494 ON PAGE 785 IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, AND BEING THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE CONTINUING NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 390.41 FEET TO A POINT ON A LINE BEING THE EASTERLY PROLONATION OF THE NORTH LINE OF THE AFOREMENTIONED LOGSDON TRACT; THENCE SOUTH 89 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 126.79 FEET TO THE NORTHEAST CORNER OF SAID LOGSDON TRACT; THENCE SOUTH 0 DEGREES 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOGSDON TRACT, A DISTANCE OF 380.00 FEET TO THE SOUTHEAST CORNER OF SAID LOGSDON TRACT; THENCE SOUTH 85 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE AFOREMENTIONED EASTERLY PROLONATION OF THE SOUTH LINE OF SAID LOGSDON TRACT, A DISTANCE OF 124.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.11 ACRES (48,297 SQUARE FEET). SITUATED IN THE COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 03-01-0-400-010

ISSUED BY:
Wheatland Title Guaranty Company
106 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
A.L.T.A. COMMITMENT FORM

-Schedule A Continued-

PARCEL ONE:
COMMENCING AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF SECTION ONE, T.2N., R.8W., 3 P.M., ST. CLAIR COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION ONE 118 FEET TO A POINT THAT IS 50 FEET WEST OF, MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE FORMER SINGLE MAIN TRACK OF THE ILLINOIS TERMINAL RAILROAD COMPANY, AS SAID FORMER SINGLE MAIN TRACK WAS LOCATED AND CONSTRUCTED OVER AND ACROSS THE S.E. 1/4 OF SAID SECTION ONE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID FORMER SINGLE MAIN TRACK 827.1 FEET TO THE POINT OF BEGINNING; THENCE 85 DEGREES 8' TO THE LEFT WITH THE LAST DESCRIBED LINE 306 FEET; THENCE 85 DEGREES 8' TO THE RIGHT WITH THE LAST DESCRIBED LINE 354.5 FEET; THENCE 90 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED LINE 304 FEET TO A POINT THAT IS 50 FEET WEST OF THE CENTER LINE OF SAID FORMER SINGLE MAIN TRACK; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF SAID FORMER SINGLE MAIN TRACK 380 FEET TO THE POINT OF BEGINNING, CONTAINING 2.571 ACRES, MORE OR LESS, AND AS OUTLINED IN RED ON THE ATTACHED PRINT MARKED EXHIBIT "A".

EXCEPTING FROM THE ABOVE HOWEVER, ALL COAL, OIL, GAS AND OTHER MINERAL RIGHTS. SITUATED IN THE COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.

PARCEL 2:
PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RAILROAD SPIKE IN THE PAVEMENT SET OVER THE OLD STONE AT THE SOUTHEAST CORNER OF SECTION 1; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
SECTION 1, A DISTANCE OF 816.07 FEET TO A POINT ON A LINE BEING THE EASTERLY PROLONGATION OF THE SOUTH LINE OF A TRACT CONVEYED TO CHAS. E. AND PEARCE KAY LOGSDON IN BOOK OF DEEDS 2494 ON PAGE 785 IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, AND BEING THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE CONTINUING NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 390.41 FEET TO A POINT ON A LINE BEING THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE AFOREMENTIONED LOGSDON TRACT; THENCE SOUTH 89 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 126.79 FEET TO THE NORTHEAST CORNER OF SAID LOGSDON TRACT; THENCE SOUTH 0 DEGREES 25 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID LOGSDON TRACT, A DISTANCE OF 380.00 FEET TO THE SOUTHEAST CORNER OF SAID LOGSDON TRACT; THENCE SOUTH 85 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG THE AFOREMENTIONED EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOGSDON TRACT, A DISTANCE OF 124.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.11 ACRES (48,297 SQUARE FEET). SITUATED IN THE COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 03-01-0-400-009

ISSUED BY:
Wheatland Title Guaranty Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, August 26, 2010, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Board hereby determines that the properties as described in Exhibits A through J, either within the area served by the Madison County Mass Transit District or outside the area served by the District that are desirable and necessary for the purposes of the District, are needed for a public purpose. Exhibits A through J, attached hereto and incorporated herein, are the legal descriptions of the properties in question.

2. The Board is authorized to acquire such property by the Local Mass Transit Act, 70 ILCS 3610/1 et seq., and in compliance with the Illinois Code of Civil Procedure, Eminent Domain Act, 735 ILCS 30/1-1-1 et seq.

3. The Managing Director and District's legal counsel are hereby authorized to take all actions necessary to acquire ownership of said properties, which may include the negotiation and purchase of the property and/or the filing of a complaint for acquisition in accordance with the Code of Civil Procedure, Eminent Domain Act.

4. No further action on the part of or by the Board is necessary for such acquisition by whatever lawful means employed.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of August, 2010.

[Signature]

Erin Werner
Setting a price on party celebrations
Committee sends proposal to increase fees

By BILL TUCKER
btucker@edwpub.net

The Glen Carbon Village Board will have the final say in how much it costs to celebrate.

On Tuesday night, the Glen Carbon Public Services Committee forwarded a proposal to increase deposits and usage fees for the Senior/Community Center Building.

Committee member Bob Suchler said the center sees plenty of usage as a site for family gatherings, celebrations and other events.

But as happens every few years - most notably in Maryville with its outdoor pavilions - usage fees fail to keep up with the times.

So, a proposal has been made and forwarded to the village board seeking an increase in deposits and usage fees.

Previously, deposits were $25. Under the proposal, village residents would pay a $75 usage fee and a $75 deposit.

Non-village residents would pay a $100 usage fee, up $25, and a $75 deposit.

Deposits are returned provided the facility is left in the condition it was found.

See "FEE" on Page 3

Continued from Page 1

Shower, birthday parties and graduation parties are only allowed from 2 p.m. to 6 p.m. on Saturdays and Sundays.

In addition, the center is looking to be designated as a mass care cooling center.

Under this proposal, the Center would be open during its regular operating hours to the general public when the heat index tops 100 degrees or when it is deemed to be in the best interest of public safety to utilize the facility in such a manner.

The Madison County Emergency Management Agency will be notified when the facility is being used as a Mass Care Cooling Shelter.

Meanwhile, the committee forwarded a proposal to extend the water main 1,650 feet down Chain of Rocks Road.

Materials for the project are projected at $11,833 and a contractor will provide a backhoe for one week at a cost of $3,300.

Other associated costs will be handled by the Finance Committee.

The committee also forwarded a proposal to extend its maintenance agreement with Madison County Transit for the Senior Center's paratransit vehicle.

MCT services the bus-type vehicle yearly by changing the oil and doing other routine maintenance up to $3,000.

The village's Main Street Street Scape project hit a bump when it received just one bid for ornamental lighting and sidewalk enhancements. That bid came in over budget.

Committee members discussed revisiting the proposal at a later date and even extending it through Old Town.

The committee also decided not to pursue a request from the Sierra Club to participate in the "Cool Cities" initiative.

That initiative involves the use of environmentally friendly lights and vehicles by municipal governments in an effort to reduce their carbon footprints.

Committee chairman Larry Kacer said he believes the Sierra Club is controversial in nature and it was agreed that Public Works Director Tom Sedlacek would inform the group the village is not interested in participating in the initiative at this time.
July 29, 2010

Ms. Susan Thomas
Manager, Paratransit Services
Agency for Community Transit
One Transit Way
P.O. Box 7500
Granite City, IL 62040

Dear Susan:

I am writing to thank the members of the Agency for Community Transit for responding to our call for emergency assistance on 7/28/10. As you know, the trolley we leased to transport forty of our clients to the Highland Fair broke down between the Rt. 157 exit and Rt. 159 exit on Interstate 270. We were not only concerned that staff and clients were stranded along a busy interstate highway, but that it was also an exceptionally hot day. Your quick response to our call for assistance was greatly appreciated.

Once again, thank you.

Sincerely,

Sharon Varady, M.Ed, LCPC
Administrator, New Opportunities, Inc.

Providing Services and Training Opportunities for People who are Developmentally Challenged
Accredited and Licensed by the Illinois Department of Human Services
for Excellence and Quality of Service
501 (c) (3) Nonprofit Organization
Trail-bus project on track

By SANFORD J. SCHMIDT
The Telegraph

EDWARDSVILLE — A $4 million transit district project that has inconvenienced drivers on one of the city's busiest roads for months is on track for November completion.

Officials say the construction project at Troy Road and the Nickel Plate Trail is more than just a bus stop.

"It's a multi-modal facility," said SJ Morrison, a spokesman for the Madison County Transit District.

When finished, the work will ease the connections between bike, bus, car and foot traffic, he said.

The location is ideal because it is a crossroads of some of the most-traveled bus routes; a bike trail, a main traffic artery and the Lewis and Clark Community College/N.O. Nelson Campus.

The project is being funded primarily by money from the Federal Transit Administration, but some funds from the Metro East Park and Recreation District and from the Madison County Trail Net Fund are also being used. Keller Construction Co. is the contractor.

While barricades have shifted the path of driving lanes from time to time while a bike trail underpass is being constructed, the project has not caused any delays in car traffic on Troy Road, Morrison said.

And, the structure will not cause any traffic delays once it is completed, officials said.

"It will have pull-offs so it doesn't delay traffic," Morrison said.

The road carries buses on some of the most heavily used routes, he said, including the express bus from Edwardsville to St. Louis.

One of the routes will carry traffic to the Edwardsville Community College underpass, while another route will carry traffic to the Edwardsville Golf Course.

"It will be a multi-modal facility," he said.

See PROJECT, Page A7
MCT Road Supervisor Dave Bowman surveys the scene after 13 special needs individuals whose trolley broke down on I-270 were safely boarded onto an air-conditioned MCT bus.

MCT rescues stranded fair-goers

When a rented trolley carrying 13 special needs individuals from New Opportunities broke down on I-270 Wednesday morning, Madison County Transit (MCT) was called for assistance. MCT responded quickly by dispatching a driver, vehicle and road supervisor to the scene and safely transporting the stranded group back to the New Opportunities office in Granite City. According to New Opportunities staff, the trolley, which was hired for the Madison County Fair in Highland, where the group was planning to participate in "Disability Awareness Day." When the vehicle broke down in the 90-degree heat on eastbound I-270 in Glen Carbon, Misty Matyas from New Opportunities called MCT for help. Within 20 minutes, a MCT Road Supervisor and an air-conditioned MCT bus were on the scene. MCT staff also called Glen Carbon Police who sent an officer to divert traffic away from the right lane.

"A stranded vehicle on the side of an interstate is dangerous at any time, but the situation is worsened when that vehicle does not have air-conditioning in this heat and humidity," said MCT Managing Director Jerry Kane. "I'm pleased that MCT was able to assist in getting this group off the side of the interstate, into an air-conditioned bus and safely back to their office. I want to commend both MCT staff and the Glen Carbon Police Department for their prompt response."
METRO EAST - Transit systems get state funding • Illinois Gov. Pat Quinn on Thursday announced $500 million in mass transit infrastructure funding statewide, including $5 million for the St. Clair County Transit District and nearly $1.8 million for Madison County Transit. The money comes from the governor's Jobs Now capital improvements program approved by the Legislature in 2009 and funded by increases in liquor taxes, vehicle fees and legalization of video poker.

The St. Clair County district will use its money for slope rehabilitation along a MetroLink line. Madison County Transit plans various transit facility improvements. Quinn said the projects statewide would improve travel safety and create or help retain an estimated 18,000 jobs.
Trail beacons installed

By ANN NICCUM
annicum@edwpub.net

The city of Edwardsville has given Madison County Transit District permission to install flashing beacons at its newest bike path crossing inside the city.

Edwardsville

Last Tuesday, the city council voted to authorize the mayor to sign an agreement with MCT to permit the installation of the beacons.

See "LIGHTS" on Page 3

A view of West Union street shows the bike trail beacons that were installed with the new trail expansion.

LIGHTS

Continued from Page 1

Edwardsville Alderman Rich Walker said MCT is almost finished with its Watershed Trail extension project and they have asked the city for their permission to install the flashing beacons in the right-of-way where the trail crosses over Union Street between North Second and Fountain Street.

"MCT feels this is a safety issue," Walker said.

Walker said both the city's Public Services and Safety Committee have reviewed the agreement and recommend the council's approval. He added the installation, maintenance and energy cost associated with the beacons will be the responsibility of MCT.

MCT provides an integrated bus and bikeway system in Madison County. To learn more about MCT, visit www.mct.org or more about its trail system, go to www.mcttrails.org.
By CYNTHIA M. ELLIS

Buses would take commuters to St. Louis area

ALTON — The city's mayor has told colleagues he hopes to generate interest in a bus rapid transit system that would run commuters between Alton and St. Louis.

Alton Mayor Tom Hoechst said the city is working on a plan and is expected to meet with Amtrak and Illinois Department of Transportation officials this week about identifying sites for the proposed system.

Hoechst made brief comments on the topic during a meeting of mayors sponsored Thursday by the River Bend Growth Association. The remarks were part of a series of discussions about positive developments in the region.

Hoechst did not spell out the idea in detail but he did say that right now there is no efficient way to get from Alton to St. Louis by bus. Madison County Transit District routes that do go to St. Louis are subject to a series of stops at various points in Metro East.

"We would like to create a hub right here in Alton that would allow for a transit system to go on a direct route to St. Louis," he said.

"Keep your fingers crossed," he said. "It's going to be a big project if it happens."

The mayor did not return a phone call on Friday seeking additional comment.

The River Bend Growth Association held its quarterly economic update on Thursday at the Holiday Inn. Community and business leaders attended the luncheon where the guest speaker, Jessica Mefford-Miller with Metro Transit, talked about the connection between public transportation and economic growth.

Hoechst, Elsah Mayor Lynn Schreiber, Godfrey Mayor Mike McCormick, Grafton Mayor Tom Thompson, Hartford Mayor James Spann, Roxana Mayor Felix Floyd ancl Wood River Mayor Fred Ufert updated everyone on economic and...
Mayors Point to Improvements

**Alton**
- Pedestrian bridge across Landmarks Boulevard opens
- Continues to host free concerts in Riverfront Park
- Snyders/Sears building sold for downtown development project
- Simmons law firm scheduled to open Feb. 1

**Hartford**
- Lewis and Clark Confluence Tower opens
- Grand Avenue improvements to handle heavy haul traffic
- Splash Park at Seventh Street Park under way with an opening in the works for the spring of 2011

**Roxana**
- ConocoPhillips continues work on its $4 billion expansion
- Roxana School District breaks ground on $4.5 million expansion of junior/senior high school
- IDOT will resurface Illinois Route 111 through village
- New wastewater treatment plant nearly complete
- New well for water plant will generate an additional $2 million gallons of water per day

**Grafton**
- Grafton Hills continues to see development
- City creates community garden
- Businesses continue to locate in town

**Godfrey**
- Wal-Mart development continues
- Pierce Lane reopens
- Continued development on Illinois 255 and U.S. 67

**Wood River**
- Lakota Boulevard continues to see development with Olin Community Credit Union and Aldi
- Housing market increases
- $10 million sewer/stormwater separation project to alleviate flooding

**Other Mayors Weigh In**

One by one, mayors spoke of community highlights.

McCormick said he is expecting a boost from development of Illinois 255 and U.S. 67. The biggest project is the construction of Wal-Mart, but the village is continuing to improve its sewer system and roads.

"We are continuing to seek development, especially with the highways to be completed in 2012," he said.

Wood River's Ufert said the city is continuing to see economic growth, both in business and residential. He said homes sales jumped from 80 in 2000 with a median price of $75,000 to 68 this year with a median cost of $83,000. He said 12 lots also have been sold in the town's first "green" subdivision — Rock Hill Trails.

"The year isn't even over yet," Ufert said.

Ufert said developers are continuing to pick the city. He said recently Olin Community Credit Union and Aldi chose to build.

"We also have a nationally known used car dealership moving into the former emissions site on Vaughn Road and a new sub shop planning to open on Edwardsville Road," he said.

Ufert said the city is making infrastructure improvements to alleviate flooding as well as improving streets.

Roxana's Floyd said the village is continuing with infrastructure projects, including the construction of a new water well and a wastewater treatment facility. He said development was also under way in both Raiford Commerce and Signature Industrial parks.

Spann said the biggest impact in Hartford recently was the opening of the Lewis and Clark Confluence Tower on May 14. He said the twin towers are bringing nearly 1,000 visitors to the community each week.

Schreiber said the village of Elsah, on the National Historic Registry, has quite different issues than other communities. During the past year the village has worked at bringing Internet access to residents as well as creating a task force to update the town's ordinances.

"We want to create business opportunities for people," Schreiber said. "We've not had an ordinance change in 30 years."

She said public hearing is planned for Aug. 5. She said if the ordinances are changed and special-use permits are created it would allow for residents to set up a business in their home, which would generate tax dollars for the community.

Thompson said he is positive about the future of Grafton. He said businesses continue to look at setting up shop in town and people are purchasing homes.

The city created a plan after a developer failed to move lots in Grafton Hills, Thompson said.

"We said, 'If you build a house, we will give you the lot,' and it worked," he said.

Thompson said from 2009 to 2010 the number of housing units sold went from four to 14 and a median cost of $182,000 to $175,000. He said the majority of new homes were built in Grafton Hills.

"We have 10 more requests to build homes in Grafton right now," he said.