# AGENDA

**Board of Trustees Meeting**  
Madison County Mass Transit District  
9:00 a.m., Thursday, February 22, 2018  
One Transit Way, Granite City, Illinois

<table>
<thead>
<tr>
<th>Item</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. <strong>Pledge of Allegiance.</strong></td>
<td></td>
</tr>
<tr>
<td>II. <strong>Call to Order: Roll Call.</strong></td>
<td></td>
</tr>
<tr>
<td>III. <strong>Consideration of the minutes of the January 25, 2018, regular meeting for inclusion in the official records of the District.</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>IV. <strong>Public Comments.</strong></td>
<td></td>
</tr>
<tr>
<td>V. <strong>Financial:</strong></td>
<td></td>
</tr>
<tr>
<td>A. <strong>Payments and Claims: Consideration of the January 2018 claims for payment.</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>B. <strong>Monthly Financial Report: Review of the monthly financial records as of January 31, 2018.</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>VI. <strong>Transit Service:</strong></td>
<td></td>
</tr>
<tr>
<td>A. <strong>Managing Director’s Report: Jerry J. Kane.</strong></td>
<td>Information</td>
</tr>
<tr>
<td>1. <strong>Revised May 2018 service changes: S.J. Morrison, Director of Marketing and Planning.</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>B. <strong>Resolution 18-17 Authorizing the execution of easements with the City of Granite City.</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>C. <strong>Resolution 18-18 Authorizing the execution of a License Agreement with Wal-Mart Stores, Inc., for the MCT bus shelter and related items at the Wal-Mart in Glen Carbon, Illinois.</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>D. <strong>Resolution 18-19 Authorizing the execution of a license and easements with the Village of Glen Carbon.</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>VII. <strong>Other Business:</strong></td>
<td></td>
</tr>
<tr>
<td>VIII. <strong>Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation, and/or review of executive session minutes (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, 2(c)11, and 2(c)21 of the Open Meetings Act).</strong></td>
<td>Approval</td>
</tr>
<tr>
<td>IX. <strong>Adjournment.</strong></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: Roll Call**

Chairman Corbett called the meeting to order at 9:00 a.m.

**MEMBERS PRESENT:** Daniel Corbett, Edward Hagnauer, Ronald Jedda, and Bruce Malone

**MEMBERS ABSENT:** J. Terry Allan

**OTHERS PRESENT:** Jerry Kane, Managing Director; John Papa, Legal Counsel; Mary Ruth Kettenbach, ACT; S.J. Morrison, ACT; Joe Domer, ACT; and Erin Werner, ACT

III. **Consideration of the minutes of December 21, 2017**

TRUSTEE JEDDA MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE THE MINUTES OF THE DECEMBER 21, 2017 REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. TERRY ALLAN</td>
<td>ABSENT</td>
</tr>
<tr>
<td>DANIEL CORBETT</td>
<td>AYE</td>
</tr>
<tr>
<td>EDWARD HAGNAUER</td>
<td>AYE</td>
</tr>
<tr>
<td>RONALD JEDDA</td>
<td>AYE</td>
</tr>
<tr>
<td>BRUCE MALONE</td>
<td>AYE</td>
</tr>
</tbody>
</table>

ALL AYES. NO NAYS. MOTION CARRIED.

IV. **Public Comments**

No public comments were presented.

V. **Financial**

A. **Payments and Claims: Consideration of the December 2017 claims for payment:**

Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE JEDDA, TO APPROVE THE PAYMENTS AND CLAIMS FOR DECEMBER 2017, EXCLUDING THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY AND GRANITE CITY TOWNSHIP.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN 
DANIEL CORBETT 
EDWARD HAGNAUER 
RONALD JEDDA 
BRUCE MALONE 
ABSENT  AYE  AYE  AYE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE JEDDA, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY AND GRANITE CITY TOWNSHIP FOR DECEMBER 2017.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN 
DANIEL CORBETT 
EDWARD HAGNAUER 
RONALD JEDDA 
BRUCE MALONE 
ABSENT  AYE  ABSTAIN  AYE  AYE

ALL AYES. NO NAYS. TRUSTEE HAGNAUER ABSTAINED. MOTION CARRIED.


A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN 
DANIEL CORBETT 
EDWARD HAGNAUER 
RONALD JEDDA 
BRUCE MALONE 
ABSENT  AYE  AYE  AYE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VI. Transit Service

A. Proposed May 2018 service changes: S.J. Morrison, Director of Marketing and Planning, presented the proposed May 2018 service changes.

B. Managing Director's Report: Jerry Kane presented the report.

C. TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE FOLLOWING RESOLUTION:

18-14 ALLOWING ALL MADISON COUNTY, ILLINOIS STUDENTS IN GRADES 7-12 TO RIDE THE MCT FIXED ROUTE SYSTEM FREE OF CHARGE WITH THE 2018 MCT SUMMER YOUTH PASS
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  ABSENT
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
RONALD JEDDA  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

D. TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE FOLLOWING RESOLUTION:

18-15 ADOPTING A POLICY PROHIBITING SEXUAL HARASSMENT FOR MADISON COUNTY MASS TRANSIT DISTRICT

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  ABSENT
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
RONALD JEDDA  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VII. Other Business

No items were presented.

VIII. Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation, and/or review of executive session minutes (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, 2(c)11, and 2(c)21 of the Open Meetings Act).

TRUSTEE JEDDA MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION, AND/OR SALE OR LEASE OF PROPERTY, AND/OR SECURITY, AND/OR LITIGATION, AND/OR REVIEW OF EXECUTIVE SESSION MINUTES (5ILCS 120/2 ET. SEQ., 2(C)5, 2(C)6, 2(C)8, 2(C)11, AND 2(C)21 OF THE OPEN MEETINGS ACT).

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  ABSENT
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
RONALD JEDDA  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE JEDDA, TO RETURN TO REGULAR SESSION.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    ABSENT
DANIEL CORBETT    AYE
EDWARD HAGNAUER   AYE
RONALD JEDDA      AYE
BRUCE MALONE      AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IX. TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE JEDDA, TO APPROVE THE FOLLOWING RESOLUTION:

18-16 AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    ABSENT
DANIEL CORBETT    AYE
EDWARD HAGNAUER   AYE
RONALD JEDDA      AYE
BRUCE MALONE      AYE

ALL AYES. NO NAYS. MOTION CARRIED.

X. Adjournment

TRUSTEE JEDDA MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    ABSENT
DANIEL CORBETT    AYE
EDWARD HAGNAUER   AYE
RONALD JEDDA      AYE
BRUCE MALONE      AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:01 a.m.

Respectfully submitted:

Erica Werner
REVISED Proposal for May 2018 Service Change

To: Board of Trustees

From: Jerry Kane, Managing Director
      SJ Morrison, Director of Marketing and Planning
      Joe Domer, Manager of Planning and Scheduling
      Amanda Smith, Marketing Manager

Date: February 19, 2018

SUMMARY:
In January, Marketing & Planning staff presented a proposal to the Madison County Transit (MCT) Board of Trustees to improve service in the Riverbend area for passengers. The proposal was taken to the public via the website, customer advisory, and two public meetings. Drivers and Operations staff also provided input and made comments. Nearly half of all respondents requested Sunday service on the #8. Based on their feedback, staff recommends the following changes for the May 6, 2018 service change. Adjustments from the original plan are underlined below.

PROPOSED MAY 2018 SERVICE ADJUSTMENT PLAN:

#7 ALTON – EDWARDSVILLE:
- Reinstate hourly service to Alton Square. Reduces frequency at Alton High Speed Rail Station (AHSR) to hourly. Maintains 30 minute service on Oakwood and other trip generators.
  Maintains hourly connections to #10 at AHSR. On weekends, the #7 will only go to Alton Square.
- Add a partial Weekday trip at 6:18 a.m. from Wood River Station to AHSR for connection to the #10.
- Estimated Cost Increase: $7,392.27  FTE Increase: 0.04  VSH Increase: 90.1

#8 CENTRAL SHUTTLE:
- Reinstate hourly service to Alton Square. Maintain hourly service at AHSR.
- Introduce Sunday service on the #8 from 8:00 a.m. – 6:00 p.m.
- Introduce service to Shop ‘n Save, Schnucks and Target. Maintain service to Challenge & Woodview Ct.
- Re-introduce service on Elm Street between Alby and State Street.
- Created timed transfer opportunities with the #10 on Saturdays at Alton Station.
- Estimated Cost Increase: $426,196.43  FTE Increase: 2.4  VSH Increase: 5,195.7

#9 WASHINGTON SHUTTLE:
- Substitute “long #9” for the “short #9” on the three evening trips, introducing evening service to the senior apartment complexes, (Skyline Towers, Marian Heights, & Muny Vista) as well as Alton Square and Target.
- Introduce hourly service to Bloomer, Henrietta, North Rodgers neighborhood and Senior Services Plus.
- Re-route #9 to travel on Main Street between Edwards and College to serve Centerstone, Family Dollar and the US Post Office. The bus stop at this location will not be a time-point.
- Estimated Cost Increase: $43,229.81  FTE Increase: 0.3  VSH Increase: 527.0
#10 STATE & ELM SHUTTLE:
- Re-introduce more direct, hourly service from Alton Station to Lewis & Clark Community College (LCCC) and Walmart. Eliminates service from Alton Station to AHSR.
- Reduce frequency from AHSR to LCCC & Walmart from every 30 minutes to every 60 minutes.
- Adjust the timing of two trips serving Pierce Lane Group Home and Challenge.
- Eliminate service on Elm (trips are covered by the #8.)
- Introduce service to Kohl's, and Home Depot via frontage road. Serve Schnucks storeside.
- Create timed transfers to #7 and #8 at AHSR on weekdays.
- Operate on Tolle instead of Pearl in Godfrey.
- Estimated Cost Savings: $415,018.48 FTE Decrease: 2.4 VSH Decrease: 5,059.4

#11 BROWN SHUTTLE:
- Create timed transfers with all other Alton routes on Saturdays at Alton Station.
- Estimated Cost Increase: None FTE Increase: No Difference VSH Increase: No difference

TOTAL Cost Increase: $61,800.03 TOTAL FTE Increase: 0.34 TOTAL VSH Increase: 753.4
Public Comments Regarding Proposed Changes
May 2018 Service Change

Summary of Public Comments:

- MCT received **26 public comments**.
- Of those 26 comments, **22 comments were directly related to the proposed changes**.
- Of the 22 comments regarding the proposal **15 were positive, 2 were negative**, and **5 were neutral**. All others were unrelated to the proposed changes.
- Unrelated comments: Make restrooms public, add bus stops at various locations, operate #11 to Bethalto, and the commendation of a driver.

**Total Comments Received:**

<table>
<thead>
<tr>
<th>PUBLIC MEETING</th>
<th>PHONE</th>
<th>EMAIL</th>
<th>US MAIL</th>
<th>TOTAL COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>1</td>
<td>5</td>
<td>0</td>
<td>26</td>
</tr>
</tbody>
</table>

**MEETING LOCATIONS**

<table>
<thead>
<tr>
<th>MEETING LOCATIONS</th>
<th>DATE</th>
<th>PEOPLE PRESENT</th>
<th>COMMENTS MADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alton Transit Station</td>
<td>Weds., Feb 14</td>
<td>16</td>
<td>8</td>
</tr>
<tr>
<td>Alton High Speed Rail Station</td>
<td>Thurs., Feb 15</td>
<td>17</td>
<td>12</td>
</tr>
</tbody>
</table>

**Comments Regarding Proposed Changes**

<table>
<thead>
<tr>
<th>Type</th>
<th>Meeting</th>
<th>Phone</th>
<th>Email</th>
<th>US Mail</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Positive</td>
<td>12</td>
<td>1</td>
<td>2</td>
<td>-</td>
<td>15</td>
</tr>
<tr>
<td>Negative</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>Neutral</td>
<td>3</td>
<td>-</td>
<td>2</td>
<td>-</td>
<td>5</td>
</tr>
<tr>
<td>Unrelated</td>
<td>3</td>
<td>-</td>
<td>1</td>
<td>-</td>
<td>4</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>20</td>
<td>1</td>
<td>5</td>
<td>0</td>
<td>26</td>
</tr>
</tbody>
</table>

**Public Perception of Proposal**

- Positive: 15%
- Negative: 19%
- Neutral: 58%
- Unrelated: 8%
MCT Public Meeting Comments  
Proposed Changes for May 2018 Service Change

Comments via Phone:

<table>
<thead>
<tr>
<th>Alton</th>
</tr>
</thead>
</table>

- Appreciates the later service on the #9, especially going to the library at Alton Square Mall and is thankful she will be able to attend events at the Jacoby Arts Center.
- The improvements to the #7 will make it easier to get to and from Edwardsville from Marian Heights.
- She will be able to easily get to LCCC for performances now.
- Wishes the #9 could go down Main St so she could get closer to the Post Office.
  - CVS is the closest bus stop and it's hard for seniors to get between the stop and the Post Office due to the uneven sidewalks. She believes it would be nearly impossible for someone with a wheelchair to navigate this area.

Comments via Email:

My brother lives in East Alton. The change in the bus route has made it difficult to go to Alton or Godfrey where he needs to go for different reasons, doctors, shopping, banking etc. He no longer drives because of medical problems. I have moved out of the area, and my sister still works making it difficult for us to take him. If you could change it so that he doesn't have to go to the train station and return to the old schedule that was in place before the change. Your consideration in this matter is greatly appreciated.

Thank you

Email #1: Will bus 7 still stop at Washington and College by Walgreens and CVS? Have a great day
Email #2: Sad news this is going to mess up my schedule
Email #3: The bus won't go to the HSR at 18 after

[Summary per JD: he currently boards the #7 at CVS at 702a, rides to HSR and connects to the #10, arriving at LCCC at 733a. Though there will be a #7 at 702a, it goes to Alton Square. The next #7 is at 732a and although it goes to HSR, it arrives at 745a. He would connect to the #10 leaving at 748a, arriving at LCCC at 808a. He needs to be there for 800a class.]

Granite City

As a customer that rides the #10 state & elm bus everyday the only improvements I can think is the times for godfrey schnucks. My disabled dad gets stuck at that place for two hours every single time. When he asks the bus drivers or calls mct to ask when the next bus comes they give him run around answers like for instance the next will come at 10 after and the bus that shows up says they arent going to the downtown station even though your bus schedules says it does. My dad and I would appreciate it if you could make some changes for about this cause its not right. Also if you could not change the bus stops cause they are perfectly fine where they are at. People who dont ride the #10 think its inconvenient but they dont ride it like me and my dad do. To the people who do ride the #10 every single day its not inconvenient its perfect the way it is so please dont change them.

Sincerely loyal customers
My name is [Redacted] and I live on [Redacted] not far from Marquette Catholic. I ride these buses faithfully and suggest that the short 9 should have a bus stop near Marquette so it could be easy for me to not miss it.

Thanks for your time.

To whom it may concern,

I was wondering if there will be a bus stop on State Street for the Central and State and Elm (#8 and #10) buses? There are people who work there along with people who shop at the Walgreen's and bank at the US Bank in that area.

MCT Alton Station Comments - 2/14/2018

Alton

1) It is completely unfair to disregard Sunday Rte #8 Service after a petition of over 85 individuals – plus 4 disabled, was turned in last year. To claim “lack of ridership” without at least a trial basis is almost discrimination on the basis of ethnicity as well as low income. Remember – Madison County is one of the most litigious in the country and there are a lot of young attorneys who might like to handle a pro-bono class action lawsuit (you’d probably win but think of the bad publicity).

2) I have to walk at least 15 minutes to catch either the #9 or the #7. I cannot get a job because I have no transportation on Sundays and individuals my age are often required to work weekend.

3) I understand WHY the downtown Station is locked but during the winter it should be OPEN!

1. Bus #10 to Walmart, skip the Hispeed rail
2. #8 start going back to the mall and shop-n-save
3. #8 make runs on Sundays
4. #9 move the bus stops on Washington closer to Family Dollar
5. Open the Station on Saturday

Requests public restrooms

Thank you for your wonderful service!!

Greetings Thank you for the proposed longer running times on the #8, 732p.m. The going back to the Alton Sq Mall, and the addition of going to other buildings and business. Would you please consider bus services on Sunday also? Please commit to taking the bus back to Alton Sq due to safety reason for not crossing Alby to walk back to the mall.

#9 The bus stop from the church building on Washington is 3 blocks back to the businesses, and the post office and to the next bus stop there needs to be another bus stop in between.

There also needs to be a bus stop on Bloomer Drive going to the Senior Citizens Complex. The 1st stop is @ the Dollar General the one must ride across Homer Adams to start having any other bus stops. To walk from the Dollar general to the Senior Center on Boomer Dr. is 3+ plus
blocks and then to north Rodgers up that hill is hard for the people that is coming from the Apartment complexes.

Since I have learned that MCT- Amtrak is working together with the new build-new HSR the facilities close the building @ 4:00p.m. This is the only pace that people who are riding the bus can go the rest room. Why? Please can you communicate the need for public rest stops for those who ride the train and the bus?

#7 thank you for the proposed changes. I am happy that you are returning to the Alton Sq.

#10 I enjoy the opportunity to use this service it allows me to attend worship service every Sunday. The ride and service on or during the week is So-------- Long and enduring from point A to B to C this is a Messed Up Ball of Confusion that has me waiting for Long--------Long periods of time to get to my destination and to come back from where I have been from Alton- to Godfrey.

Thanks for allowing me to convey my concerns

2/14/18

Jimmy the MCT bus driver is a wonderful bus driver.

Get bus to go straight into Bethalto instead of turning on Stanly Rd in cottage hills

Need the #8 on Sunday-at least for part of the day. There is no service in mid-town at this time. Also, service to main and Edwards s/b restored. Runner has it that service was re:ocated due to one person-who is mentally ill- causing trouble for the local businesses. This should have been taken care of by the local authorities, not MCT.

Also, we should appreciate the building being opened on Saturdays. What could be the problem that MCT needed to lock it?

All due consideration is appreciated. I do have the impression that whoever makes decisions about schedules, never rides the buses.

#8 to run on Sundays. The doors to Alton station open on Saturday.

#8 Sunday Service. Doors Alton Station Open on Saturdays

[Comments taken by MNL]

Alton Regional Multimodal Transportation Center Comments – 2/15/2018

Alton

I want the 8 bus to run on Sunday from now on so if I want to go shopping.

I want the 8 bus to run on Sunday from now on so if I want to go shopping

Cell phone
Reinstate main/Edwards

I will be late for classes I need to be there at 7:30 but I won't be there until 8:00 if you change the time I don't want to be late for school.

East Alton

Proposed changes are huge improvement of existing mess, but can further improved by:
1. Give separate route # to those #10 buses which go from Alton HSR to Walmart to reduce passenger confusion.
2. If city of Alton will not allow restoration of Main and Edwards, please make every effort to at least to put stops for #9 and #11 routes much closer to Family Dollar and Centerstone, perhaps one route could stop in front Masonic Hall and U.S. Bank, and the other near Kelly Auto Parts and bench on Wash. Ave or crosswalk. Current condition causes hardship on old people and families with small children who rely on Family Dollar as their major food source. I personally know one example of both categories and there must be others.
3. Unless #7 route is to have stop near Alby St. with in Alton Sp. Mall it would better if it entered Mall it would better if it entered Mall at Alton Sq.. Mall Drive and give service to Red Lobster and neighboring restaurants. This would also reduce run time may be 2 or 3 minutes which could be crucial when passenger/driver needs restroom, or to maintain connections when bus is delayed en route. Map of changes does not show path of #7 in or out of Alton Sq. Mall.
4. Consider additional future cuts to HSR service to only those times near arrival of passenger trains such as #11 route did at old train station.
5. Eliminate origin of route on bus-electronic signs. Just give route # and destination. Existing situation sometimes causes passengers to board wrong bus when on both directions of route run the same way such as Wood River Avenue in Wood River.
6. Explore possibility of #6 Route making a loop from HWY 111 via Madison or Ferguson to shop 'n save and then taking Wesley drive to aldi's and walmart and then coming down hwv 111 like it does not to wood river reverse direction of loop. Travel time would be reduced from those of us who need to visit more than one store and hwv 111 between Edwardsville road and aldi's/walmart would still be served in both directions. Currently to go from shop n' save to Aldi's/walmart or reverse requires making trip back to Wood River station or standing at stops near walgreen's in any weather condition for prolonged time period with in any weather condition for prolonged time period without speeding arrival at destination.
7. Let #7 route make at least one or preferably two additional runs on Saturday and Sunday evenings.

Alton

Canceling the 7 in the morning that goes from the HSR to the SIUE would affect several people who use it to go to school at that time.

Student pass for SIUE & Lewis & Clark students!

1. Lewis & Clark to SIUE student that commute like the SWIC & USML campus
2. Establishing Sunday service for bus #8
3. Keep the bus 8N starting at 6:18 for student & commuter to connect with 6:48 bus #7. Have the bus 8 continue to run at 6:18pm on Saturday.
4. Make stops to allow connections between 7&9&11 to eliminate thirty minutes watch stops around corner of college & Washington
5. Have Alton Station open on the weekends

Godfrey

Catch bus by little ceasers every half hour and ride to ahsr. Take bus from AHSR TO Centerstone on bus 7. Will not make appointments in time if changes.

Wood River

Change the #7 alton Edwardsville route to the HSR. Instead of turning directly onto HOMER Adams & down to the HSR, cross over to Barrows Commerce Parking and go to HSR. You could have a stop E. Center Drive and another past Target. This would make a safer and closer access to Alton Square, Target and the Urgent Care facility.

Alton

Bus 8 needs to run on SUNDAY!! Give passes to Lewis/Clark SIU students. Bus 8 needs to meet with bus 10 & 11 instead of the 30 minute wait at Alton Station. Will accept the loop back in north alton for bus 8.

Sunday Bus! Sunday!

East Alton

Shelter on main in Alton, McDonalds on Broadway Also, near shamrock int. Alton on #1 Shelter in Bethalto @ Handee Mart & Dominoes
*Have the #10 run a short route & a long route. (run 2 buses)
*Need more restrooms for passengers

[Comment taken by AVS]

Alton

I [Name and Address] would request that the #9 washington bus will just change it's route at main and Edwards pick up and drop off on Main street by the post office. Then people can catch #7 bus and go to family dollar store as well.
Please allow for both the #9 and #7 to meet up on Main st. allow the #7 to wait (3) minutes then, each bus can continue their routes.

Next, the #9 Washington bus should stop to let off walking pedestrians at the corners of- brown and Washington

Corner of Edwards-Washington

The wheel chairs and electric motorized chairs their bus stop should be right next to boost mobile telephone service across form CVS drug store.

Also, the #10 state and elm st. bus should leave the Alton Station to Godfrey Walmart. LCCC then return Schnucks on over or return to the Alton Station.
RESOLUTION 18-17

AUTHORIZING THE EXECUTION OF EASEMENTS WITH THE CITY OF GRANITE CITY

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 City of Granite City, Illinois, is the successful recipient of Illinois Transportation Enhancement Program (ITEP) funds for the installation of streetscape elements to include decorative street lights, reconstruction of the existing sidewalks, and ADA ramps along portions of Delmar Avenue, 19th Street, and Edison Avenue; and,

WHEREAS, the City of Granite City has asked the District for a permanent easement, attached as Exhibit A, and temporary construction easements, attached as Exhibit B, in order to complete their streetscape project; and,

WHEREAS, the District has determined it to be in the public's best interest to comply with the City's request.

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 Madison County Mass Transit District, is hereby authorized to execute a permanent easement, attached as Exhibit A, and temporary construction easements, attached as Exhibit B, with the City of Granite City for replacement of sidewalks along District property.

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

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-second day of February 2018.

Daniel L. Corbett, Chairman

J. Terry Allan

Ronald L. Jedda

Edward A. Hagnauer

Bruce A. Malone

APPROVED as to Form:

John T. Papa, 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, February 22, 2018, 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 Madison County Mass Transit District, is hereby authorized to execute a permanent easement, attached as Exhibit A, and temporary construction easements, attached as Exhibit B, with the City of Granite City for replacement of sidewalks along District property.

2. Jerry J. Kane, Managing Director of Madison County Mass Transit District, is hereby authorized to take all action necessary to complete and perform all obligations associated with the easements 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-second day of February 2018.

Erin Werner
PERMANENT EASEMENT
(Individual)

Madison County Mass Transit District (Grantor), of the County of Madison and State of Illinois, for and in consideration of No Dollars and No/100 ($0), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the City of Granite City, (Grantee), a permanent easement for the purpose of Niedringhaus Streetscape Improvements and for other highway purposes, on, over and through the following described real estate:

See Attached.

situated in the County of Madison, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the “premises.”

Grantor does possess rights of Homestead in the premises.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor’s remaining property, except as herein expressly granted; provided, however, Grantor’s use and occupation of the premises may not interfere with Grantee’s use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee’s agents which may cause damage to Grantor’s remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.
Dated this ______ day of ______________________, 2018.

By: __________________________________________
   Signature

______________________________
Jerry Kane, Managing Director

State of Illinois  )
   ) ss
County of Madison )

I, ________________, a Notary Public, in and for said County and State, do hereby certify that Jerry Kane, who is personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their fee and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and Notary Seal this ______ day of ______________________, 2018.

__________________________________________
Notary Public

This instrument was prepared by and after recording return to:

The City of Granite City
C/o Juneau Associates, Inc., P.C.
P.O. Box 1325
2100 State Street
Granite City, IL 62040

And send future real estate taxes to:

The City of Granite City
2000 Edison Avenue
Granite City, IL 62040
That part of Lot 13 in Block 69 of the Original Plat of Granite City, according to the plat thereof recorded in Plat Book 5, Pages 55 & 56 in Madison County, Illinois, described as follows:

Beginning at the most northerly corner of said Lot 13; thence on an assumed bearing of South 45 degrees 13 minutes 57 seconds East along the northeasterly line of said Lot 13, a distance of 15.05 feet; thence northwesterly, 19.49 feet along a non-tangent curve to the left having a radius of 45.87 feet, the chord of said curve bears North 84 degrees 11 minutes 28 seconds West, 19.35 feet, to the northwesterly line of said Lot 13; thence North 44 degrees 45 minutes 36 seconds East, along said line, 12.17 feet to the Point of Beginning.

Said Parcel 21PE herein described contains 0.0018 acre or 78 square feet, more or less.
This document appears to be a survey plan for a proposed permanent easement located on Parcel 21, Lot 11, Section 24, Block 69, in the City of Granite City, Madison County, Illinois. The plan includes curve data for the easement, which is required for a parcel of land located at 1337 Edison Avenue.

The easement is for access to a 15-foot wide alley. The existing right-of-way line is marked, as well as the proposed temporary easement line and the proposed permanent easement line. The property deed line is also shown.

The diagram includes the following details:
- Curve data: R=45.87, L=19.49', Ch=19.35', Ch Brg=N84°41'28"W
- Proposed permanent easement: 21PE
- Original plat of Granite City (P.B. 5, Pg. 55 & 56)
- NE 1/4 Section 24
- Lot 11, Lot 12, Lot 13

The plan is an exhibit for permanent easement to be acquired for the improvements to 19th Street & Edison Avenue in Granite City, Madison County, Illinois.
TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor(s) Madison County Mass Transit District of this County of Madison and the State of Illinois, for and in consideration of other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby represent(s) that they own the fee simple to and by these presents grant the right-easement and privilege to enter upon the following described land unto the CITY OF GRANITE CITY, a municipal corporation, its successors, assigns and agents:

SEE ATTACHED.

PARCEL ID NO: 22-2-19-24-08-205-027 & 22-2-19-24-12-201-055

The City of Granite City shall cause the restoration of the Grantors property to a condition equivalent to that existing at the time of access.

The right, easement and privilege granted herein, shall terminate upon final acceptance of the improvement by the City of Granite City.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for Niedringhaus Streetscape Improvements. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee’s agents which may cause damage to the Grantor’s remaining property.
Dated this ________ day of __________________, 2018.

______________________________________
(Name)

STATE OF ILLINOIS  )
                    ) ss.
COUNTY OF MADISON  )

I, a Notary Public, in and for said County and State, do hereby certify that ___________________________________, who is personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their fee and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and Notary Seal this ______ day of __________________, 2018.

______________________________________
Notary Public

This instrument prepared by and return recorded to:

City of Granite City
C/o Juneau Associates, Inc.
P.O. Box 1325
2100 State Street
Granite City, IL 62040
Parcel No.: 20TE
Route: Niedringhaus Avenue
Section No.: 10-00191-00-LS
County: Madison
City: City of Granite City
Owner: Madison County Mass Transit District
PIN: 22-2-19-24-08-205-027

That part of Lots 7, 8 and 9 and part of a Vacated 15 foot wide alley in Block 49 in the Re-Subdivision of City Blocks 38, 39, 48 & 49, Granite City, Illinois according to the plat thereof recorded in Plat Book 7, Page 80 in Madison County, Illinois, described as follows:

Beginning at the most westerly corner of said Lot 7; thence on an assumed bearing of North 44 degrees 45 minutes 14 seconds East along the northwesterly line of said Lots 7, 8 and 9, a distance of 150.58 feet to the most northerly corner of the above said Lot 9; thence South 45 degrees 13 minutes 39 seconds East along the northeasterly line of said Lot 9, a distance of 5.00 feet; thence South 44 degrees 45 minutes 14 seconds West, 145.58 feet; thence South 45 degrees 13 minutes 57 seconds East, 134.79 feet to the southeasterly line of said vacated 15 foot wide alley; thence South 44 degrees 47 minutes 05 seconds West along said southeasterly line, 5.00 feet; thence North 45 degrees 13 minutes 57 seconds West, 139.79 feet to the Point of Beginning.

Said Parcel 20TE herein described contains 0.0328 acre or 1,427 square feet, more or less.
T.3N.  R.10W.  3rd P.M.

Edison Avenue (60' Wide)

EXISTING RIGHT OF WAY

N44°45'14"E 150.56'

S44°45'14"N 145.56'

PROPOSED TEMPORARY EASEMENT

20TE

LOT 10

LOT 9

LOT 8

LOT 7

P.O.B.

15' Wide Alley

19th Street (60' Wide)

EXISTING RIGHT OF WAY

S45°13'39"E

5.00'

PARCEL 20

N/F

MADISON COUNTY MASS
TRANSIT DISTRICT
1327 19TH STREET
(BK. 4055, PG. 1126)
(BK. 3990, PG. 1452)
22-2-19-24-08-205-027

TEMPORARY EASEMENT REQUIRED

20TE

1,427 SQ. FT. = 0.0328 AC.

NE 1/4 SECTION 24

BLOCK 49
RESUBD. OF CITY BLOCK 38.
& 49, GRANITE CITY, ILL
(P.B. 7, PG. 80)

2100 State Street, P.O. Box 1328
Granite City, IL 62040-4725
100 North Research Drive
Edwardsville, IL 62025-5838
330 N. Fourth Street, Suite 200
St. Louis, MO 63102-2007
555 West Central Rd, Suite 101
Hoffman Estates, IL 60192-1942

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
to be acquired for the improvements
to 19TH STREET & EDISON AVENUE
SECTION 10--00191--00-LS
CITY OF GRANITE CITY,
MADISON COUNTY, ILLINOIS

SCALE
1" = 30'

DRAWN BY:
K.M.W.
DATE: 05.19.2017

CHECKED BY:
P.H.H.
DATE: 05.19.2017

JOB NO. 170212
ADD DATING: 170212--EASEMENT PLATS
Parcel No.: 22TE  
Route: Niedringhaus Avenue  
Section No.: 10-00191-C0-LS  
County: Madison  
City: City of Granite City  
Owner: Madison County Mass Transit District  
PIN: 22-2-19-24-12-201-055

The northeasterly 5.00 feet of the northwesterly 40.00 feet of Lot 12 in Block 69 of the Original Plat of Granite City, according to the plat thereof recorded in Plat Book 5, Pages 55 & 56 in Madison County, Illinois.

Said Parcel 22TE herein described contains 0.0046 acre or 200 square feet, more or less.
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED FOR THE IMPROVEMENT TO 19TH STREET
SECTION 10-00191-00-LS
CITY OF GRANITE CITY,
MADISON COUNTY, ILLINOIS
RESOLUTION 18-18

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH WAL-MART STORES, INC., FOR
THE MCT BUS SHELTER AND RELATED ITEMS
AT THE WAL-MART IN GLEN CARBON, ILLINOIS

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 has the responsibility to operate and maintain mass transit as a public
service for the welfare of the residents of the District and the vitality of the County; and,

WHEREAS, it is critical to the success of the public transit system that passengers have safe,
convenient, and accessible locations in which to wait and board public transit vehicles; and,

WHEREAS, the District previously entered into an agreement with Wal-Mart Stores, Inc., to allow
the District to place a bus shelter, bike racks, and bike locker on Wal-Mart property located in Glen
Carbon and the agreement has expired; and,

WHEREAS, the transit amenities at the Glen Carbon Wal-Mart have been successful and generate
2,300 average monthly boardings; and,

WHEREAS, the District and Wal-Mart Stores, Inc., are mutually agreeable to continuing this
relationship for another three (3) year term.

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 the attached Transit Station License Agreement with Wal-Mart Stores,
Inc. for the MCT bus shelter and related items located at the Wal-Mart in Glen Carbon,
Illinois.

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

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-
second day of February 2018.

Daniel L. Corbett, Chairman

Ronald L. Jedda

Bruce A. Malone

APPROVED as to Form:

John T. Papa, 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, February 22, 2018, 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 the attached Transit Station License Agreement with Wal-Mart Stores, Inc. for the MCT bus shelter and related items located at the Wal-Mart in Glen Carbon, Illinois.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to complete and perform all obligations associated with the agreement, including any and all 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.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-second day of February 2018.

Erin Werner
TRANSIT STATION LICENSE AGREEMENT

THIS TRANSIT STATION LICENSE AGREEMENT (this "Agreement") is entered into as of this ___ day of February 2018 by and between WAL-MART STORES, INC. ("WAL-MART"), and THE MADISON COUNTY MASS TRANSIT DISTRICT ("Licensee"), whose address is One Transit Way, Granite City, IL 62040.

WITNESSTH

WHEREAS, the Licensee operates a public transit system that transports the public throughout the Madison County, Illinois area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board vehicles; and

WHEREAS, it is beneficial to WAL-MART and their officials, employees, agents and guests that vehicles operated by the Licensee pick-up and drop-off passengers at the transit site located at Store #256 in Glen Carbon, IL; and

WHEREAS, the parties agree that it is in their mutual best interests that the transit site is an integral part of the community and functions as a community activity station; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility at the specified site for use as an established transit station, which will provide facilities for the embarking and disembarking of passengers that are safe, convenient, accessible and more comfortable for passengers to wait for transit vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, WAL-MART and Licensee hereby agree as follows:

Section 1 - Transit Site Agreement. WAL-MART hereby grants Licensee a license (the "License") to enter upon that certain parcel of real property located at Store #256 in Glen Carbon, IL, more particularly described and delineated by the site plan attached hereto as composite Exhibit A and made a part hereof (the "Transit Site") for the sole and limited purpose of installing a transit stop, subject to all of the terms and conditions provided for herein. WAL-MART agrees Licensee may install and use a facility for passengers which consists of a trash receptacle(s), a bench(es), a sign(s), a passenger waiting shelter(s), bike lockers and bike racks, and such other items as may be mutually agreed upon by the parties and referred to as (the "Transit Station") on the Transit Site.

Section 2 - Installation of Transit Station. Licensee shall provide all the materials and labor for the construction of the Transit Station to be located on the Transit Site. Licensee shall retain ownership of such Transit Station. The Transit Station shall be comparable to other transit stations currently used by Licensee. If as a result of Licensee’s construction of a Transit Station, Licensor is required by federal, state, or local law, ordinance, order etc, to make any
improvements, changes or alterations ("Improvements") to the property on which Store #256 is located, in order to comply with such laws, such collateral improvements shall be the responsibility of Licensee. All costs associated with such collateral improvements shall be borne by Licensee.

Section 3 - Term. This Agreement shall commence on the date included in the introductory paragraph of this Agreement (the "Date of Commencement") and, unless extended by the undersigned, shall terminate on the earlier of: (i) three (3) years from the Date of commencement; or (ii) thirty (30) days after notice is given by either party of the desire to terminate the Agreement. At the time this Agreement is terminated, Licensee shall remove the Transit Station and all of the Licensee equipment at the Transit Site and upon removal of the Transit Station, Licensee shall return the Transit Site to substantially the condition existing prior to the installation of the Transit Station.

Section 4 - Effective Date. This Agreement shall become effective upon being executed by the parties hereto and shall remain in full force and effect until such time as either party terminates this Agreement as provided in Section 3 hereof.

Section 5 - Damage to the Transit Station. Licensee shall be responsible for day-to-day normal and customary maintenance of the Transit Site and the Transit Station, and every part thereof, including, but not limited to, washing the Transit Station from time to time and picking up trash on the Transit Station on a regular basis. Licensee shall be responsible for heavy maintenance, including, but not limited to, painting, removal of graffiti, and concrete repair, as well as the repair of any damage to the Transit Station caused by Licensee and its agents. Such repair will be commenced within three (3) days after Licensee is notified by WAL-MART, in writing, of such damage. If Licensee shall fail to maintain the Transit Station in a clean manner, Wal-Mart shall have the right to clean the Transit Station after three (3) days written notice to Licensee. Licensor shall then be permitted to invoice Licensee for all costs incurred and to add a 15% administrative fee to such costs.

Section 6 - Advertising. Licensee may place or permit placement of any advertising materials or public notices similar to those customarily placed on or in transit stations within the Licensee system on the exterior or interior of the Transit Station or on the Transit Site. Licensee shall have the right to retain all amounts generated by such advertising. Licensee shall not place or allow advertising of any nature, including signage, in or around the Station which would either (i) promote or encourage the use of products legally prohibited to minors, such as tobacco products, alcohol or adult entertainment of any type, or (ii) promote or encourage major competitors to Wal-Mart. Wal-Mart retains the right to demand that Licensee remove any advertisement for any reason without liability for contractual obligations of the Licensee that are related to the advertisement. Such demand may be written or verbal and may be made with 24 hours notice.

Section 7 - Security. WAL-MART shall not be responsible for providing security for the Transit Site or for any persons using the Transit Station.

Section 8 - No Partnership. Nothing contained herein shall be deemed or construed by
the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto creates any legal relationship, other than the relationship of licensor and licensee.

Section 9 - Notices. Any notice, request, demand, approval, consent or other communication which WAL-MART or Licensee may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to WAL-MART: Wal-Mart Stores, Inc.
2001 S.E. 10th Street
Bentonville, AR 72716-5525
Attn: Realty Manager, IL

If to Licensee:
Madison County Mass Transit District
One Transit Way
Granite City, IL 62040
Attn: Managing Director

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (1) two (2) days after same is deposited in an official United States Post Office or Post Office mailbox or receptacle with postage prepaid, and with certified or registered mail, return receipt requested; (2) the date of when same is hand delivered; or (3) the date delivered by overnight courier with confirmation of delivery required.

Section 10 - Authorization. WAL-MART and Licensee hereby represent and warrant to the other that as of the date of this Agreement, the undersigned are duly authorized to execute this Agreement on behalf of WAL-MART and Licensee, respectively.

Section 11 - Choice of Law; Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Illinois. Venue for any dispute arising as a result of this Agreement shall be Madison County Circuit Court, Madison County, Illinois.

Section 12 - Compliance. Licensee agrees to comply with all applicable laws, rules, codes, and/or other regulation governing such Transit Station operation; obtain any and all necessary consents or approvals, and to display same as required by any law, rule, code, or regulation.

Section 13 - Attorneys Fees. In connection with any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, attorney and paralegal fees, including without limitation, those incurred whether or not litigation is commenced, and also those incurred at trial and in any administrative, arbitration, mediation,
bankruptcy or appellate proceedings.

Section 14 - Time of the Essence. Time is of the essence of the Agreement.

Section 15 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions set forth herein.

Section 16 - License to Use Copyrighted Materials and Trademark Rights. WAL-MART acknowledges that Licensee owns and holds all rights, including patents, trademarks, copyrights and trade secrets in and to all elements of the Transit Station and related structures, designs and drawings, including without limitation, the passenger waiting shelter. WAL-MART shall acquire no right or interest in any of these elements by virtue of the Agreement and all uses of these elements and related rights shall inure to the benefit of Licensee. WAL-MART agrees not to challenge or otherwise interfere with the validity of Licensee’s rights in these elements or Licensee’s ownership of these elements and related rights.

Section 17 - Indemnification. To the extent permitted by Illinois law and subject to the limitations provided by Illinois law, Licensee shall indemnify WAL-MART against, and hold WAL-MART harmless from all losses, damages, costs, claims, suits, liabilities, and expenses (including reasonable attorneys’ fees including those for services rendered at the appellate court level) resulting from any of Licensee’s use, construction, removal, maintenance or compliance requirements under this Agreement.

AGREED TO by the parties hereto as of the date first above written.

Madison County Mass Transit District

By: ______________________
Jerry J. Kane, Managing Director

Date: __________

WAL-MART STORES, INC.

By: ______________________
Jessica Howell, Senior Manager

Date: February 16, 2018
RESOLUTION 18-19

AUTHORIZING THE EXECUTION OF A LICENSE AND EASEMENTS
WITH THE VILLAGE OF GLEN CARBON

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 Village of Glen Carbon, Illinois, passed a sales tax in November of 2017 to locally fund the reconstruction of Old Troy Road from Mont Road to just north of the intersection with Illinois Route 162; and,

WHEREAS, the Village of Glen Carbon has asked the District for permanent easements, attached as Exhibit A-1 and Exhibit A-2, and temporary construction easements, attached as Exhibit A-3 and Exhibit A-4, in order to construct roadway embankment, culverts, drainage ditches, rip-rap, and install drinking fountains on District right-of-way in the area of the intersection of Old Troy Road and the MCT Ronald J. Foster Heritage Trail; and,

WHEREAS, the Village of Glen Carbon has asked the District for a License for Roadway Improvements, attached as Exhibit B, for their Old Troy Road reconstruction project, that impacts the MCT Goshen Trail located along railbanked property; and,

WHEREAS, the District has determined it to be in the public's best interest to comply with the Village's request.

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 Madison County Mass Transit District, is hereby authorized to execute the permanent easements, attached as Exhibit A-1 and Exhibit A-2, and temporary construction easements, attached as Exhibit A-3 and Exhibit A-4, with the Village of Glen Carbon in order to construct roadway embankment, culverts, drainage ditches, rip-rap, and install drinking fountains on District right-of-way in the area of the intersection of Old Troy Road and the MCT Ronald J. Foster Heritage Trail.

2. Jerry J. Kane, Managing Director of Madison County Mass Transit District, is hereby authorized to execute the attached License for Roadway Improvements, attached as Exhibit B, with the Village of Glen Carbon for their Old Troy Road reconstruction project that impacts the MCT Goshen Trail, located along railbanked property.

3. Jerry J. Kane, Managing Director of Madison County Mass Transit District, is hereby authorized to take all action necessary to complete and perform all obligations associated with the easements and License for Roadway Improvements on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-second day of February 2018.

Daniel L. Corbett, Chairman

J. Terry Allan
Ronald L. Jedda

Edward A. Magnauer
Bruce A. Malone

APPROVED as to Form:

John T. Papa, 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, February 22, 2018, 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 Madison County Mass Transit District, is hereby authorized to execute the permanent easements, attached as Exhibit A-1 and Exhibit A-2, and temporary construction easements, attached as Exhibit A-3 and Exhibit A-4, with the Village of Glen Carbon in order to construct roadway embankment, culverts, drainage ditches, rip-rap, and install drinking fountains on District right-of-way in the area of the intersection of Old Troy Road and the MCT Ronald J. Foster Heritage Trail.

2. Jerry J. Kane, Managing Director of Madison County Mass Transit District, is hereby authorized to execute the attached License for Roadway Improvements, attached as Exhibit B, with the Village of Glen Carbon for their Old Troy Road reconstruction project that impacts the MCT Goshen Trail, located along railbanked property.

3. Jerry J. Kane, Managing Director of Madison County Mass Transit District, is hereby authorized to take all action necessary to complete and perform all obligations associated with the easements and License for Roadway Improvements 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-second day of February 2018.

Erin Werner
PERMANENT DRAINAGE EASEMENT

GRANTEE: Village of Glen Carbon

GRANTOR: Madison County Mass Transit District
1 Transit Way, P.O. Box 7500,
Granite City, Illinois 62040

Parcel 1

That in consideration of the mutual covenants and agreements and other good and valuable consideration of ONE Dollar and No/100 ($1.00) delivered to the undersigned, being the legal and equitable owners, hereinafter referred to as GRANTORS, by the Village of Glen Carbon, Illinois, a municipal corporation, hereinafter referred to as GRANTEE, the receipt and sufficiency of which consideration is hereby acknowledged, the GRANTORS do hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its heirs, executors, agents, successors and assigns, a perpetual and permanent drainage easement upon, across, over and through the land of the GRANTORS situated in Madison County, State of Illinois, said land being specifically described in attached.

See Attached.

PARCEL ID NOS: 14-1-15-25-00-000-021.001

GRANTEE, its officers, agents, employees, assigns, successors or contractors, at any time hereafter shall have access to and may enter upon said strip of land for the purpose aforesaid.

GRANTORS will not plant any trees or place any permanent structures over said permanent drainage easement so as to interfere with access thereto.

The grant and other provisions of this permanent drainage easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its officers, agents, employees, successors, and assigns.
Dated this _______ day of __________, A.D. 2018.

__________________________ (SEAL)    ____________________________ (SEAL)
Name                      Name

State of Illinois   )    ss
)                      )
County of Madison         )

I, a Notary Public in and for said County and State, do hereby certify that __________________________, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and Notarial Seal this _______ day of __________, A.D., 2018.

__________________________
Notary Public

( X ) Return this document to:

The Village of Glen Carbon
C/o Juneau Associates, Inc., P.C.
2100 State Street, P.O. Box 1325
Granite City, IL 62040
Parcel 1 Permanent Easement
F.A.U Route: 8873 (Old Troy Road)
County: Madison County
Owner: Madison County Mass Transit District
Station: 327+24.77 Left to Station 328+67.31 Left
PIN: 14-1-15-25-00-000-021.001

That part of the Southeast Quarter of Section 25, Township 4 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the intersection of the existing northerly right of way line of Mont Road (40 feet wide) with the existing easterly right of way line of FAU Route 8873 (Old Troy Road); thence North 32 degrees 17 minutes 59 seconds West along said easterly right of way line of Old Troy Road, 138.47 feet; thence continuing along said right of way line North 57 degrees 42 minutes 01 seconds East, 20.00 feet; thence South 32 degrees 17 minutes 59 seconds East, 142.54 feet to the existing northerly right of way line of Mont Road; thence South 69 degrees 11 minutes 12 seconds West along said right of way line, 20.41 feet to the Point of Beginning.

Said Parcel 1PE herein described contains 0.0645 acre or 2,810 square feet, more or less.
EXHIBIT A
SHOWING PERMANENT EASEMENT
TO THE VILLAGE OF
GLEN CARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873
PERMANENT DRAINAGE EASEMENT

GRANTEE: Village of Glen Carbon

GRANTOR: Madison County Mass Transit District
1 Transit Way, P.O. Box 7500,
Granite City, Illinois 62040

Parcel 2

That in consideration of the mutual covenants and agreements and other good and valuable consideration of ONE Dollar and No/100 ($1.00) delivered to the undersigned, being the legal and equitable owners, hereinafter referred to as GRANTORS, by the Village of Glen Carbon, Illinois, a municipal corporation, hereinafter referred to as GRANTEE, the receipt and sufficiency of which consideration is hereby acknowledged, the GRANTORS do hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its heirs, executors, agents, successors and assigns, a perpetual and permanent drainage easement upon, across, over and through the land of the GRANTORS situated in Madison County, State of Illinois, said land being specifically described in attached.

See Attached.

PARCEL ID NOS: 14-1-15-25-00-000-021.003 and 14-1-15-25-00-000-021.001

GRANTEE, its officers, agents, employees, assigns, successors or contractors, at any time hereafter shall have access to and may enter upon said strip of land for the purpose aforesaid.

GRANTORS will not plant any trees or place any permanent structures over said permanent drainage easement so as to interfere with access thereto.

The grant and other provisions of this permanent drainage easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its officers, agents, employees, successors, and assigns.
Dated this _______ day of ____________, A.D. 2018.

__________________________ (SEAL)  ____________________________ (SEAL)

Name                                      Name

State of Illinois   )
    ) ss
County of Madison   )

I, a Notary Public in and for said County and State, do hereby certify that ____________________, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and Notarial Seal this _______ day of ____________, A.D., 2018.

__________________________
Notary Public

( X ) Return this document to:

The Village of Glen Carbon  
c/o Juneau Associates, Inc., P.C.  
2100 State Street, P.O. Box 1325  
Granite City, IL  62040
Parcel 2 Permanent Easement  
F.A.U Route: 8873 (Old Troy Road)  
County: Madison County  
Owner: Madison County Mass Transit District  
Station: 327+07.42 Right to Station 328+95.66 Right  
PIN: 14-1-15-25-00-000-021.003 and 14-1-15-25-00-000-021.001  

That part of the Southeast Quarter of Section 25, Township 4 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois, described as follows:  

Beginning at the most northerly corner of a tract of land a conveyed to the Village of Glen Carbon according to the Warranty Deed thereof recorded in Book 4061, Page 1269; thence on an assumed bearing of South 44 degrees 43 minutes 52 seconds West along the northwesterly line of said Village of Glen Carbon tract, 29.05 feet; thence North 38 degrees 28 minutes 03 seconds West, 133.79 feet; thence North 56 degrees 45 minutes 03 seconds West, 60.76 feet to the southerly line of a 90 foot wide tract of land formerly owned by the Illinois Central Railroad (Now Madison County Mass Transit District); thence North 69 degrees 11 minutes 13 seconds East along said line, 67.76 feet to the existing westerly right of way line of Old Troy Road (S.A.R. 1); thence South 32 degrees 47 minutes 20 seconds East along said right of way, 168.32 feet to the Point of Beginning.  

Said Parcel 2PE herein described contains 0.1629 acres or 7,098 square feet, more or less.
TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor(s) Madison County Mass Transit District of this County of Madison and the State of Illinois, for and in consideration of the sum of One Dollar and No/100 ($1.00) other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby represent(s) that they own the fee simple to and by these presents grant the right-easement and privilege to enter upon the following described land unto the VILLAGE OF GLEN CARBON, a municipal corporation, its successors, assigns and agents:

SEE ATTACHED.

PARCEL ID NO: 14-1-15-25-00-000-021.003 and 14-1-15-25-00-000-021.001

The Village of Glen Carbon shall cause the restoration of the Grantors property to a condition equivalent to that existing at the time of access.

The right, easement and privilege granted herein, shall terminate upon final acceptance of the improvement by the Village of Glen Carbon.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for Mont Road to State Route 162 Improvements. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee’s agents which may cause damage to the Grantor’s remaining property.
Dated this ______ day of __________________, 2018.

Name ___________________________  Name ___________________________

STATE OF ILLINOIS               )
                      ) ss.
COUNTY OF MADISON            )

I, a Notary Public, in and for said County and State, do hereby certify that ________________________, who is/are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their fee and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and Notary Seal this ______ day of __________________, 2018.

(SEAL)

_______________________________  Notary Public

My Commission Expires: _____________

This instrument prepared by and return recorded to:

Village of Glen Carbon
C/o Juneau Associates, Inc.
P.O. Box 1325
2100 State Street
Granite City, IL 62040
January 17, 2018

Parcel 2TE
F.A.U Route: 8873 (Old Troy Road)
County: Madison County
Owner: Madison County Mass Transit District
Station: 327+03.09 Right to Station 328+96.80 Right
PIN: 14-1-15-25-00-000-021.003 and 14-1-15-25-00-000-021.001

That part of the Southeast Quarter of Section 25, Township 4 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the intersection of the south right of way line of the former Illinois Central Railroad (90 feet wide) now Madison County Mass Transit District, with the existing westerly right of way line of FAU Route 8873 (Old Troy Road); thence on an assumed bearing of South 69 degrees 11 minutes 13 seconds West along said south right of way line, 67.76 feet to the Point of Beginning.

From said Point of Beginning; thence South 56 degrees 45 minutes 03 seconds East, 60.76 feet; thence South 38 degrees 28 minutes 03 seconds East, 133.79 feet to the northwesterly line of a tract of land as conveyed to the Village of Glen Carbon by Warranty Deed, Recorded in Book 4061, Page 1269; thence South 44 degrees 43 minutes 52 seconds West on said line, 5.04 feet; thence North 38 degrees 28 minutes 03 seconds West, 40.28 feet; thence South 44 degrees 43 minutes 52 seconds West, 35.25 feet; thence North 38 degrees 28 minutes 03 seconds West, 162.63 feet to the south line of the Former Illinois Central Railroad tract of land (90 feet wide); thence North 69 degrees 11 minutes 13 seconds East along said south line, 21.97 feet to the Point of Beginning.

Said Parcel 2TE herein described contains 0.1346 acre or 5,865 square feet, more or less.
EXHIBIT A
SHOWING PERMANENT EASEMENT TO THE VILLAGE OF GLEN CARBON, ILLINOIS FOR THE IMPROVEMENT OF OLD TROY ROAD, F.A.U. ROUTE 8873
Route: FAU 8873
Section:
County: Madison
Project No:
Job No: E150602
Parcel No: 28TE
Owner(s): Madison County Mass Transit District
1 Transit Way, P.O. Box 7500
Granite City, Illinois 62040

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor(s) Madison County Mass Transit District of this County of Madison and the State of Illinois, for and in consideration of the sum of One Dollar and No/100 ($1.00) other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, hereby represent(s) that they own the fee simple to and by these presents grant the right-easement and privilege to enter upon the following described land unto the VILLAGE OF GLEN CARBON, a municipal corporation, its successors, assigns and agents:

SEE ATTACHED.

PARCEL ID NO: 14-1-15-25-00-000-021.002

The Village of Glen Carbon shall cause the restoration of the Grantors property to a condition equivalent to that existing at the time of access.

The right, easement and privilege granted herein, shall terminate upon final acceptance of the improvement by the Village of Glen Carbon.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for Mont Road to State Route 162 Improvements. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.
Dated this ________ day of __________________, 2018.

_________________________________________  _______________________________________
Name                                                                                     Name

STATE OF ILLINOIS  )  ss.
        )  ss.
COUNTY OF MADISON   )

I, a Notary Public, in and for said County and State, do hereby certify that
_________________________________________, who is/are personally known to me to be the same person(s)
whose name(s) are subscribed to the foregoing instrument appeared before me this day in person
and acknowledged that they signed, sealed and delivered the said instrument as their fee and
voluntary act for the uses and purposes therein set forth, including the release and waiver of the
rights of homestead.

Given under my hand and Notary Seal this ______ day of __________________, 2018.

(SEAL)

_________________________________________
Notary Public

My Commission Expires: ________________

This instrument prepared by and return recorded to:

Village of Glen Carbon
C/o Juneau Associates, Inc.
P.O. Box 1325
2100 State Street
Granite City, IL 62040

(2 of 2)
LEXINGTON CALENDAR TOWN 4
R. 8 W. 3rd P.M.

EXISTING RIGHT
OF WAY LINE

P.O.B.

N 69° 11' 12" E

326+09.96
126.5' RT

66.63'

61.2' RT

S 69° 11' 13" W

326+23.09

326+98.20
144.3' RT

326+0.00

612+00

PARCEL 28TE

PT. SE 1/4 SECTION 25

PPN: 14-1-15-25-00-000-021.003
PPN: 14-1-15-25-00-000-021.001
MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2012R33684

LEGEND

PROPOSED CENTERLINE

EXISTING RIGHT OF WAY LINE

PROPOSED RIGHT OF WAY LINE

EXISTING EASEMENT LINE

PROPOSED TEMPORARY EASEMENT LINE

PROPOSED PERMANENT LICENSE LINE

PROPERTY (DEED) LINE

EXHIBIT A
SHOWING TEMORARY EASEMENT
TO THE VILLAGE OF
GLEN CARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873

JUNEAU ENGINEERING & LAND SURVEYING
2100 State Street, P.O. Box 1325
Granite City, IL 62040
618-877-1400 F. 618-452-5541
100 North Research Drive
Edwardsville, IL 62025
618-659-0800 F. 618-659-0841
330 N. Fourth Street, Suite 200
St. Louis, MO 63102
314-221-4444 F. 314-906-1331
Professional Design Firm License No. 184.003389

SCALE: 1" = 50'

OWNED BY: K.M.W. DATE: 11-30-2017
CHECKED: P.H.H. DATE: 11-30-2017
JOB NO.: 8160603 CAD DRAWING NAME: E180603-01-GROUND

327+14.63
62.5' RT

327+00

326+23.09

326+00

326+09.96

326+09.96
LICENSE FOR ROADWAY IMPROVEMENTS
Reconstruction of Old Troy Road

Return this document to:
Madison County Mass Transit District
One Transit Way
P.O. Box 7500
Granite City, IL 62040-7500

LICENSOR:
Madison County Mass Transit District
One Transit Way
Granite City, Illinois 62040

LICENSEE:
Village of Glen Carbon
151 N Main St
Glen Carbon, IL 62034

For and in consideration of the mutual covenants and agreements and other good and valuable consideration received, the Licensor, Madison County Mass Transit District, being duly authorized by its Board of Trustees, hereby grants, bargain, sells, transfer and conveys this License to Licensee, Village of Glen Carbon, an Illinois municipal corporation, Glen Carbon, Illinois.

THIS LICENSE is granted subject to the following conditions:

1. LEGAL DESCRIPTION

   Permanent License for the construction, operation and maintenance of roadway ditches and culverts on parcels 09-1-22-06-00-000-015, 10-1-16-31-00-000-002, and 14-1-15-36-00-000-036.

   Temporary License for construction of improvements on parcels 09-1-22-06-00-000-015, 10-1-16-31-00-000-002, and 14-1-15-36-00-000-036.

   As shown on Exhibit A (plats and legal descriptions) and on Exhibit B (construction drawings) which are attached hereto and made a part hereof.

2. TERM AND TERMINATION

   A. This License shall run with the property and shall remain in existence unless otherwise terminated according to this agreement.
B. This License is granted for so long as such License is used by Licensee, its successors and assigns, for the Project as described herein to the property described herein. In the event Licensee shall cease to utilize the License for a period of more than two (2) consecutive full years, the same shall terminate. This License is granted according to its terms and conditions to the Licensee, its successors and assigns.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

3. CONSIDERATION

The consideration to the Licensor is hereby acknowledged.

4. NOTICES

All correspondence and notices to be given pursuant to this License shall be addressed, if to the Licensor, to Madison County Mass Transit District, One Transit Way, P.O. Box 7500, Granite City, Illinois 62040-7500, and if to Licensee, to the Office of the Mayor, Village of Glen Carbon, 151 N Main Street, Glen Carbon, IL 62034 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given, if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

5. APPLICABLE LAWS AND VENUE

This License is granted in accordance with the laws of the State of Illinois and the parties agree that the proper jurisdiction of venue for any litigation arising out of the breach, enforcement, terms or conditions of this License shall be that of the Third Judicial Circuit Court, Madison County, Illinois.

6. CONDITION OF PREMISES

The Licensee acknowledges that it has inspected the premises, knows the condition thereof, and understands that this License is granted without any representation or warranties whatsoever and without any obligation on the part of the Licensor.

7. INSPECTION AND REPAIRS

The Licensee shall inspect the License Project at reasonable intervals and immediately repair any defects found by such inspection or when reasonably required by Licensor to repair any such defects.
8. INDEMNIFICATION

A. The Licensee shall be responsible for any damage that may be caused to property of the Licensor by the activities of the Licensee under this License. Licensee shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the Licensor damaged or destroyed by the Licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Licensee to a condition satisfactory to the Licensor, or at the election of the Licensor, reimbursement made therefore by the Licensee in an amount necessary to restore or replace the property to a condition satisfactory to the Licensor.

B. Licensee hereby agrees to indemnify and save harmless the Licensor, its officers, agents and employees, from and against all liability, claims, loss, damage, expense, including attorney's fees, or costs for personal injuries (including death and/or property damage) to whomever or whatsoever, occurring or arising in any manner from the exercise of this License by Licensee's, their heirs, successors, assigns, agents or contractors, at or in the vicinity of the License and by the construction, maintenance, use or removal of the License by the Licensee or others. These indemnity obligations imposed and agreed upon by the Licensee by this paragraph shall be absolute and shall not be affected by the negligence, primary or contributory, of the Licensor, its officers, agents or employees.

9. RIGHT TO ENTER

The right is reserved to the Licensor, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Licensor purposes, to make inspections, and to make any other use of the land as may be necessary in connection with the purposes of the Licensor and the Licensee shall have no claim for damages on account thereof against the Licensor or any officer, agent, or employee thereof.

10. OTHER LICENSES, EASEMENTS AND RESTRICTIONS OF RECORD

Licensee accepts this License subject to any and all other licenses, easements or restrictions regarding the property, whether it is surface, subsurface, underground, utility, for ingress or egress, or for any other purposes according to the terms and conditions of such Licenses, whether oral or written, whether recorded or unrecorded, and any such prior right shall have priority over the Licenses granted herein. The Licensor has made no warranties or representations regarding any other licenses, easements or restrictions. Licensee understands and acknowledges that it has had the opportunity and duty to inspect the title records of the property as filed with the Recorder of Deeds and to inquire and inspect the premises for other licenses, easements and restrictions, whether governmental or otherwise.
11. RESERVATION OF RIGHTS

The Licensor reserves unto itself the right to continue to construct, reconstruct, maintain, repair, renew, and operate the Transit System which may include bike trails, bikeways, rail use or other lawfully permitted Licensor purposes, on Licensee’s property hereby granted and may construct such additional uses, and trails, and may maintain, repair and renew the same as in the sole judgment of the Licensor as may be requisite, being understood that if the Licensor elects or is required to construct any additional trails or other structures or other facilities thereon, and shall find it necessary to disturb the license or any portion or the license located within the Licensee, Licensee will, at Licensee’s own cost and expense, upon written notice to do so served upon Licensor make such changes in the license as may be necessary to accommodate the needs of the Licensor.

12. TAXES AND ASSESSMENTS

It is agreed that the Licensor shall be exempt from any and all taxes, charges or assessments of any kind or character on account of the location, construction, and/or placement of the License and should there be any taxes, charges or assessments of any kind placed upon the property as a result of Licensee’s License or use thereof, Licensee shall pay and be solely responsible for such taxes, charges or assessments. Failure on the part of Licensee to pay such taxes, charges or assessments in a timely fashion shall be a basis for termination of the License.

13. NO INTERFERENCE

Licensee will construct and maintain the License Project in such manner that it will not interfere with the use made or to be made of the property by the Licensor for any purpose and in accordance with plans and specifications approved by the Licensor. Licensee agrees that the construction or use of the License shall not interfere with the safe and proper operation and maintenance of the property by the Licensor or any of the structures or appurtenances upon said property, or the proper drainage of the property of the Licensor.

14. APPROVAL PRIOR TO CONSTRUCTION

Prior to any construction, Licensee agrees to submit detailed engineering plans to the Licensor and agrees that no construction will commence until the plans have been approved by the Licensor. The fact that the design and maintenance plans and specifications of the Project, or its subsequent repair or alteration, shall have been approved by the Licensor, shall not relieve the Licensee from the responsibility or liability assumed hereunder for any damage or loss of property, injury or death of persons, which may occur as a result of the construction and/or maintenance of the License by Licensee, nor shall the Licensor be deemed to be an agent for Licensee. Licensee agrees that Licensee or its contractors and/or subcontractors shall give
the Licensor 72 hours advance notice of any work to be performed at the License site.

15. STORAGE OF MATERIALS

Licensee agrees that during the construction or maintenance or use of the License, Licensee will not store materials, supplies or equipment where it will interfere with Licensor operations, nor will they be stored on the right of way or the property of the Licensor without first having obtained written permission of the Licensor and such permission shall be given with the understanding that the Licensor will not be liable for any damage to such materials and/or equipment for any cause and that the Licensor is authorized or its authorized representatives may remove or require Licensee or its contractors and/or subcontractors to move, at no expense to Licensor, any such materials and/or equipment.

16. SURFACE CONTOUR AND DRAINAGE

Licensee is hereby prohibited from changing the surface contours of the land described herein or installing or placing pipes, culverts, drainage facilities, ditches or channels on or upon the described property besides what is shown on Exhibit B construction plans, without the prior written approval of the Licensor. Even in the event the Licensor approves such change of surface contours or change in drainage, such approval shall only relate to the relationship between the Licensee and the Licensor. Licensee shall pay, save and hold harmless, the Licensor from any claims, rights, or causes of action arising out of the change of any surface contours or the construction and installation of the Project stated herein from any third-party claims or individuals.

17. CONSTRUCTION SPECIFICATIONS

This License shall be solely for the purpose of allowing the Licensee to implement the Project by:

A. Constructing embankment, culverts, drainage ditches and installing riprap along Old Troy Road;

B. Constructing Bouse Road improvements at the MCT Goshen Trail crossing;

C. Widening Old Troy Road at the MCT Goshen Trail pedestrian tunnel and remove and relocating guardrail to the new edge of shoulder;

D. Performing all other work necessary to complete the improvement in accordance with the improvement plans and specifications to be known as Old Troy Road Improvements Phase 3;
E. During construction, warning signs shall be placed on the existing trail in advance of the work zone. The trail shall be closed temporarily when working within 2 feet of the existing edge of trail. The trail shall be open at all times during non-working hours. No equipment will be allowed on the existing asphalt trail surface. All areas disturbed shall be regarded and seeded to the satisfaction of the Licensor.

F. The Licensee agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the Project to be built in accordance with the plans, specifications and contract;

G. The Licensee agrees to pay for all easements, construction and engineering costs related to this Project;

H. Upon completion of the Project and so long as Old Troy Road is used as a public road, the Licensee agrees to maintain or cause to be maintained all areas within the license constructed as part of this Project, including drainage ditches and culverts;

I. As to the Temporary License, the Licensee intends to implement the Project by:

1. Performing clearing, earth grading and all other work necessary to complete the improvement in accordance with the improved plans and specifications to be known as Old Troy Road Improvements Phase 3;

2. Constructing approximately 400 foot long sidewalk connection from a school to Licensor's MCT Goshen Trail;

3. Plant trees to replace the trees removed from Licensor property;

4. Upon completion of the Project, the Licensor agrees to restore all disturbed areas contained within the temporary license as part of this Project.

All work shall be in accordance with the attached Exhibit B construction plans and shall be completed by October 1, 2019 unless additional time is granted by the Licensor.

18. LICENSE COSTS AND EXPENSES

Licensee shall be solely responsible for the actual cost and expenses of all work performed in connection with the construction, improvements or maintenance of the right of the License herein and shall not allow any liens or encumbrances to be placed on the land arising out of the use of the License.
19. NO ADDITIONAL LICENSES

It is expressly understood and agreed between the parties that as a part of the consideration for this License, the Licensor will not be required to provide additional licenses at this site or at other locations to the Licensee or its successors or assigns.

20. ENVIRONMENTAL PROTECTION

A. The Licensee shall comply with any laws, regulations, conditions or instructions regarding the License hereby granted if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is hereby specifically prohibited. Such regulations, conditions or instructions in effect are prescribed by the said Environmental Protection Agency, or any federal, state, interstate, or local government agency are hereby made a condition of this License. The Licensee shall not discharge waste or influent from the premises in such manner that the discharge will contaminate streams, or other bodies of water, the property of the Licensor, or adjoining property owners, or otherwise become a public nuisance.

B. The use of any pesticides or herbicides on the premises by the Licensee shall be in conformance with all applicable federal, state, interstate and local laws and regulations.

C. The Licensee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Licensee's activities, the Licensee shall be liable to restore the damaged resources. In the event of abandonment or termination of the License by Licensee, Licensee agrees to restore the premises to the condition prior to the granting of the License at Licensee's sole cost and expense.

21. ATTORNEYS FEES, COURT COSTS AND LITIGATION EXPENSES

In the even Licensee breaches any promise, covenant, term or obligation incurred in this License, in addition to any and all other remedies and rights which the Licensor may have, the Licensee agrees to pay any and all attorneys fees, court costs and litigation expenses, including expert fees, and pre- and post-trial attorneys fees arising out of such breach on the part Licensee.

22. CONVEYANCE NOTIFICATION

It shall be the duty of the Licensee or the then Licensee to notify the Licensor of any such sublease, transfer or assignment including name and address of such party as is necessary to provide notices as required herein.
23. RAILROAD RIGHT OF WAY ACKNOWLEDGMENT

Licensee acknowledges that the license described above lies on a former railroad alignment owned by the District, and that alignment is under certain federal restrictions and protections of the Surface Transportation Board, United States Department of Transportation, including but not limited to Section 16 USC 1247(d). Therefore, in the event rail service, of any manner or kind, be instituted; re-instituted, plan to be initiated, be it freight, passenger, commuter, light rail, bus rapid transit or any other form of mass transit, on the subject property, the license shall be considered null and void, and therefore, lapse, terminate and be of no effect. The Licensee, will at its sole expense, remove and relocate said utility license; or at the sole discretion of the District, Licensee will reconstruct said utility license to comply with whatever standards the District deems appropriate to comply with the safe and orderly operation of the service herein described.

24. COMPLETE AGREEMENT

This document and its attachments constitute the complete agreement by and between the Licensor and Licensee. Only those promises, terms and conditions specifically contained herein shall binding and enforceable as to the parties. This Agreement may only be amended by written agreement of the parties. This agreement shall be binding as to the parties, and their successors, assigns and transferees.

Signed and attested this __________ day of __________, 2018.

MADISON COUNTY MASS TRANSIT DISTRICT

ATTEST: ____________________________

By: __________________________________

______________________________

Jerry Kane, Managing Director

ACCEPTED BY:

ATTEST: ____________________________

______________________________

Robert Jackstadt, Mayor
VILLAGE OF GLEN CARBON
T.4N. R.8W. 3rd P.M.

PT. NE 1/4 SECTION 36
Curve Data
R=2914.93
L=190.53'
Ch=190.50'
Ch BrG=S27°44'40"E

PT. SE 1/4 SECTION 36
Curve Data
R=2914.93
L=149.96'
Ch=149.94'
Ch BrG=S23°50'53"E

S. LINE NE 1/4 SECTION 36
N. LINE SE 1/4 SECTION 36
PPN: 14-1-15-36-00-000-036
N/F
MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2001R18242

LICENSE REQUIRED
PARCEL 17PL-A
4,068 SQ. FT. = 0.0934 AC.
PARCEL 17PL-B
10,168 SQ. FT. = 0.2334 AC.
TOTAL PL REQUIRED
14,236 SQ. FT. = 0.3268 AC.

LICENSE LINE
EXISTING RIGHT OF WAY LINE
LICENSE REQUIRED
PARCEL 17PL-A
4,068 SQ. FT. = 0.0934 AC.
PARCEL 17PL-B
10,168 SQ. FT. = 0.2334 AC.
TOTAL PL REQUIRED
14,236 SQ. FT. = 0.3268 AC.

LEGEND

EXHIBIT A
SHOWING LICENSE CONVEYED TO THE VILLAGE OF GLEN CARBON, ILLINOIS FOR THE IMPROVEMENT OF OLD TROY ROAD, F.A.U. ROUTE 8873
EXHIBIT A

SHOWING LICENSE CONVEYED TO THE VILLAGE OF GLEN CARBON, ILLINOIS FOR THE IMPROVEMENT OF OLD TROY ROAD, F.A.U. ROUTE 8873
PT. SE 1/4 SECTION 36

PPN: 14-1-15-36-00-000-036
N/F

MADISON COUNTY MASS TRANSIT DISTRICT
NO. 2001R18242

LICENSE REQUIRED
PARCEL 17PL-A
4,068 SQ. FT. = 0.0934 AC.
PARCEL 17PL-B
10,168 SQ. FT. = 0.2334 AC.
TOTAL PL REQUIRED
14,236 SQ. FT. = 0.3268 AC.

LICENSE LINE

PARCEL 17PL-B

391+42.96
55.5' RT

TEMPORARY LICENSE LINE

Curve Data
R=2838.25
L=96.58'
Ch=96.57'
Ch Brg=N11°54'07"W

392+37.06
33.5' RT

EXISTING RIGHT OF WAY LINE

LEGEND

1"=60'
PT. SW 1/4
SECTION 31

LICENSE REQUIRED
PARCEL 20PL-A
2,706 SQ. FT. = 0.0621 AC.
PARCEL 20PL-B
42,880 SQ. FT. = 0.9844 AC.
TOTAL PL REQUIRED
45,586 SQ. FT. = 1.0465 AC.

LEGEND
----- PROPOSED CENTERLINE
----- EXISTING RIGHT OF WAY LINE
----- PROPOSED RIGHT OF WAY LINE
----- EXISTING EASEMENT LINE
----- PROPOSED TEMPORARY LICENSE LINE
----- PROPOSED LICENSE LINE
----- PROPERTY (DEED) LINE

EXHIBIT A
SHOWING LICENSE
TO THE VILLAGE OF
GLEN CARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873
PT. SW 1/4 SECTION 31

PPN: 10-1-6-31-00-000-002
N/F
MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2001R18242

LICENSE REQUIRED
PARCEL 20PL-A
2,706 SQ. FT. = 0.0621 AC.
PARCEL 20PL-B
42,880 SQ. FT. = 0.9844 AC.
TOTAL FL REQUIRED
45,586 SQ. FT. = 1.0465 AC.

LEGEND

PROPOSED CENTERLINE
EXISTING CENTERLINE
EXISTING RIGHT OF WAY LINE
EXISTING EASEMENT LINE
PROPOSED TEMPORARY LICENSE LINE
PROPOSED LICENSE LINE
PROPERTY (DEED) LINE

EXHIBIT A
SHOWING LICENSE TO THE VILLAGE OF GLEN CARBON, ILLINOIS FOR THE IMPROVEMENT OF OLD TROY ROAD, F.A.U. ROUTE 8873
PT. SW 1/4 SECTION 31

PPN: 10-1-16-31-00-000-002
N/F

MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2001R18242

LICENSE REQUIRED
PARCEL 20PL-A
2,706 SQ. FT. = 0.0621 AC.
PARCEL 20PL-B
42,880 SQ. FT. = 0.9844 AC.
TOTAL PL REQUIRED
45,586 SQ. FT. = 1.0465 AC.

LEGEND

- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- PROPOSED LICENSE LINE
- PROPERTY (DEED) LINE

EXHIBIT A

SHOWING LICENSE
TO THE VILLAGE OF
GLEN CARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873
PT. SW 1/4 SECTION 31

PPN: 10-1-16-31-00-000-002
N/F
MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2C01R18242

LICENSE REQUIRED
PARCEL 20PL-A
2,706 SQ. FT. = 0.0621 AC.
PARCEL 20PL-B
42,880 SQ. FT. = 0.9844 AC.
TOTAL PL REQUIRED
45,586 SQ. FT. = 1.0465 AC.

EXISTING RIGHT OF WAY LINE
LICENSE LINE

LEGEND

PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT LINE
PROPOSED TEMPORARY LICENSE LINE
PROPOSED LICENSE LINE
PROPERTY (DEED) LINE

SHOWING LICENSE
TO THE VILLAGE OF
GLENCARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873
T.4N.  R.7W.  3rd P.M.

PT. SW 1/4 SECTION 31

PPN: 10-1-16-31-00-000-002

N/F

MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2001R18242

LICENSE REQUIRED

PARCEL 20PL-A
2,706 SQ. FT. = 0.0621 AC.

PARCEL 20PL-B
42,880 SQ. FT. = 0.9844 AC.

TOTAL PL. REQUIRED
45,586 SQ. FT. = 1.0465 AC.

EXISTING RIGHT OF WAY LINE

LICENSE LINE

PARCEL 20PL-B

14+07.55
43' LT

14+08.36
0.03' LT

N88°59'33"W 106.46'

P.O.B. 20PL-B

SW CORNER
SW 1/4
SECTION 31

BOUSE ROAD

S. LINE SW 1/4 SECTION 31

LEGEND

— PROPOSED CENTERLINE
— PROPOSED RIGHT OF WAY LINE
— EXISTING EASEMENT LINE
— PROPOSED TEMPORARY LICENSE LINE
— PROPOSED LICENSE LINE
— PROPERTY (DEED) LINE

EXHIBIT A

SHOWING LICENSE
TO THE VILLAGE OF
GLEN CARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873

JUNEAU
ENGINEERING & LAND SURVEYING

2000 State Street, P.O. Box 1325
Granite City, IL 62040
618-877-1400  F. 618-452-5541

100 North Research Drive
Edwardsville, IL 62025
618-659-0900  F. 618-659-0941
314-241-4444  F. 314-309-1331

Professional Design Firm License No. 184.003369

SCALE: 1"=50'

DRAWN BY: K.K.W. DATE: 12-20-2017
CHECKED: P.H.H. DATE: 12-20-2017

JOB NO. E150802A CAD DRAWING NAME: E160803-01-GROUND

SHEET 5 OF 5
EXHIBIT A
SHOWING LICENSE TO THE VILLAGE OF GLEN CARBON, ILLINOIS FOR THE IMPROVEMENT OF OLD TROY ROAD, F.A.U. ROUTE 8873
PT. NW 1/4 SECTION 6

PPN: 09-1-22-06-00-000-015
N/F
MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2001R18242

LICENSE REQUIRED
49,569 SQ. FT. = 1.1379 AC.

TEMPORARY LICENSE REQUIRED
67,456 SQ. FT. = 1.5486 AC.

LEGEND

----- ---- PROPOSED CENTERLINE
----- ---- EXISTING CENTERLINE
----- ---- PROPOSED RIGHT OF WAY LINE
----- ---- EXISTING RIGHT OF WAY LINE
----- ---- EXISTING EASEMENT LINE
----- ---- PROPOSED TEMPORARY LICENSE LINE
----- ---- PROPERTY (DEED) LINE

EXHIBIT A
SHOWING LICENSE
TO THE VILLAGE OF
GLEN CARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873
PT. NW 1/4 SECTION 6

EXISTING RIGHT OF WAY LINE

PARCEL 23TE

TEMPORARY LICENSE LINE

LICENSE LINE

PPN: 09-1-22-06-00-000-015
N/F
MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2001R18242

LICENSE REQUIRED
49,569 SQ. FT. = 1.1379 AC.

TEMPORARY LICENSE REQUIRED
67,456 SQ. FT. = 1.5486 AC.

LEGEND

- - - - - - - - - - - - - - - - PROPOSED CENTERLINE
- - - - - - - - - - - - - - - - EXISTING RIGHT OF WAY LINE
- - - - - - - - - - - - - - - - PROPOSED RIGHT OF WAY LINE
- - - - - - - - - - - - - - - - EXISTING EASEMENT LINE
- - - - - - - - - - - - - - - - PROPOSED TEMORARY LICENSE LINE
- - - - - - - - - - - - - - - - PROPOSED LICENSE LINE
- - - - - - - - - - - - - - - - PROPERTY (DEED) LINE

EXHIBIT A

SHOWING LICENSE TO THE VILLAGE OF GLEN CARBON, ILLINOIS FOR THE IMPROVEMENT OF OLD TROY ROAD, F.A.U. ROUTE 8873
SHOWING LICENSE TO THE VILLAGE OF GLEN CARBON, ILLINOIS FOR THE IMPROVEMENT OF OLD TROY ROAD, F.A.U. ROUTE 8873
PARCEL 23TE
430+82.08
82.4' LT
S89°37'23"W 30.00'
430+82.16
52.4' LT
EXISTING RIGHT OF WAY LINE

LICENSE LINE

PARCEL 23PL

PT. NW 1/4 SECTION 6

LEGEND

--- PROPOSED CENTERLINE
--- EXISTING RIGHT OF WAY LINE
--- PROPOSED RIGHT OF WAY LINE
--- EXISTING EASEMENT LINE
--- PROPOSED TEMPORARY LICENSE LINE
--- PROPOSED LICENSE LINE
--- PROPERTY (DEED) LINE

EXHIBIT A
SHOWING LICENSE
TO THE VILLAGE OF
GLEN CARBON, ILLINOIS
FOR THE IMPROVEMENT OF
OLD TROY ROAD, F.A.U. ROUTE 8873
PT. NW 1/4 SECTION 6

PPN: 09-1-22-06-00-000-015

N/F

MADISON COUNTY MASS TRANSIT DISTRICT
DOC. NO. 2001R18242

LICENSE REQUIRED
49,569 SQ. FT. = 1.1379 AC.

TEMPORARY LICENSE REQUIRED
67,456 SQ. FT. = 1.5486 AC.
Parcel 17PL-A & 17PL-B
F.A.U Route: 8873 (Old Troy Road)
County: Madison County
Owner: Madison County Mass Transit District
PL-A Station: 382+69.15 Right to Station 386+00.00 Right
PL-B Station: 387+13.67 Right to Station 392+37.06 Right
PPN: 14-1-15-36-00-000-036

Parcel 17PL-A

That part of the Northeast Quarter and the Southeast Quarter of Section 36, Township 4 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the southeast corner of the Northeast Quarter of said Section 36; thence on an assumed bearing of South 89 degrees 50 minutes 15 seconds West along the south line of said Northeast Quarter, 197.11 feet to the easterly line of a tract of land as conveyed to Madison County Mass Transit District according to the Quit Claim Deed thereof recorded April 24, 2001 in Document No. 2001R18242, being the Point of Beginning.

From said Point of Beginning; thence southeasterly, 149.96 feet along said easterly line, being a curve to the right having a radius of 2,914.93 feet, the chord of said curve bears South 23 degrees 50 minutes 53 seconds East, 149.94 feet; thence North 29 degrees 50 minutes 37 seconds West, 277.26 feet; thence North 11 degrees 03 minutes 56 seconds West, 65.88 feet; thence southeasterly, 190.53 feet along a curve to the right having a radius of 2,914.93 feet, the chord of said curve bears South 27 degrees 44 minutes 40 seconds East, 190.50 feet to the Point of Beginning.

Said Parcel 17PL-A herein described contains 0.0934 acre or 4,068 square feet, more or less.

Parcel 17PL-B

That part of the Southeast Quarter of Section 36, Township 4 North, Range 8 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 36; thence on an assumed bearing of South 00 degrees 09 minutes 22 seconds East along the east line of said Quarter Section, 238.28 feet; thence North 89 degrees 50 minutes 38 seconds West, 94.05 feet to the east line of a tract of land as conveyed to Madison County Mass Transit District according
to the deed thereof recorded April 24, 2001 in Document No. 2001R18242, being the Point of Beginning.

From said Point of Beginning; thence southeasterly, 145.31 feet along said easterly line, being a curve to the right having a radius of 2,625.63 feet, the chord of said curve bears South 19 degrees 17 minutes 10 seconds East, 145.29 feet; thence South 01 degrees 15 minutes 58 seconds West, 368.91 feet along the existing westerly right of way line of FAU Route 8873 (Old Troy Road) to the westerly line of said Madison County Mass Transit District tract of land; thence northwesterly along said right of way line, 96.58 feet, being a curve to the left having a radius of 2,838.25 feet, the chord of said curve bears North 11 degrees 54 minutes 07 seconds West, 96.57 feet; thence North 01 degrees 15 minutes 59 seconds East, 270.58 feet; thence northwesterly 140.28 feet along a curve to the left having a radius of 2,893.00 feet, the chord of said curve bears North 19 degrees 24 minutes 18 seconds West, 140.27 feet; thence North 68 degrees 40 minutes 07 seconds East, 22.21 feet to the Point of Beginning.

Said Parcel 17PL-B herein described contains 0.2334 acre or 10,168 square feet, more or less.

Said Parcel 17PL-A and 17PL-B herein described contains 0.3268 acre or 14,236 square feet, more or less.
Parcel 20PL-A & 20PL-B
F.A.U Route: 8873 (Old Troy Road)
County: Madison County
Owner: Madison County Mass Transit District
20PL-A: Station 391+04.21 Left to Station 393+30.00 Left (Old Troy Road)
20PL-B: Station 397+00.19 Left (Old Troy Road) to Station 14+08.36 Left (Bouse Road)
PPN: 10-1-16-31-00-000-002

Parcel 20PL-A

That part of the Southwest Quarter of Section 31, Township 4 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence on an assumed bearing of South 00 degrees 09 minutes 22 seconds West along the west line of said Quarter Section, 611.91 feet; thence South 89 degrees 50 minutes 38 seconds East, 20.89 feet to the east line of a tract of land as conveyed to Madison County Mass Transit District according to the Quit Claim Deed thereof recorded April 24, 2001 in Document No. 2001R18242, being the Point of Beginning.

From said Point of Beginning; thence southeasterly, 97.73 feet along said east line, being a curve to the right having a radius of 2,914.93 feet, the chord of said curve bears South 12 degrees 08 minutes 14 seconds East, 97.72 feet; thence South 25 degrees 27 minutes 57 seconds West, 55.62 feet; thence South 01 degrees 15 minutes 58 seconds West, 80.00 feet; thence North 88 degrees 44 minutes 02 seconds West, 5.00 feet to the existing east right of way line of Old Troy Road (F.A.U. Route 8873); thence northerly along said right of way line the following two (2) courses and distances; 1) North 01 degrees 15 minutes 58 seconds East, 179.72 feet; 2) thence North 07 degrees 38 minutes 16 seconds East, 46.35 feet to the Point of Beginning.

Said Parcel 20PL-A herein described contains 0.0621 acre or 2,706 square feet, more or less.

Parcel 20PL-B

That part of the Southwest Quarter of Section 31, Township 4 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the southwest corner of the Southwest Quarter of said Section 31; thence on an assumed bearing of North 00 degrees 09 minutes 22 seconds East along the west line of said
Southwest Quarter, also being the west line of a tract of land as conveyed to the Madison County Mass Transit District according to the Quit Claim Deed thereof recorded April 24, 2001 in Document No. 2001R18242, a distance of 1,109.94 feet; thence North 00 degrees 10 minutes 35 seconds West, 77.77 feet; thence North 01 degrees 15 minutes 58 seconds East, 240.17 feet; thence South 07 degrees 28 minutes 45 seconds East, 151.33 feet; thence South 00 degrees 00 minutes 28 seconds West, 267.14 feet; thence South 89 degrees 50 minutes 38 seconds East, 10.00 feet; thence South 00 degrees 09 minutes 22 seconds West, 482.41 feet; thence North 89 degrees 50 minutes 38 seconds West, 5.00 feet; thence South 00 degrees 09 minutes 22 seconds West, 200.00 feet; thence North 89 degrees 51 minutes 31 seconds West, 5.00 feet; thence South 00 degrees 09 minutes 22 seconds West, 285.73 feet; thence South 89 degrees 59 minutes 33 seconds East, 81.21 feet to the east line of said Madison County Mass Transit District tract of land; thence South 00 degrees 10 minutes 35 seconds East along said east line, 42.95 feet to the south line of said Southwest Quarter; thence North 88 degrees 59 minutes 33 seconds West along said south line, 106.46 feet to the Point of Beginning.

Said Parcel 20PL-B herein described contains 0.9844 acre or 42,880 square feet, more or less.

Said Parcel 20PL-A & B herein described contains 1.0465 acre or 45,586 square feet, more or less.
Parcel 23 PL
F.A.U Route: 8873 (Old Troy Road)
County: Madison County
Owner: Madison County Mass Transit District
PL: Station 411+29.90 Left to Station 434+14.12 Left (Old Troy Road)
PPN: 09-1-22-06-00-000-015

Parcel 23 PL

That part of the Northwest Quarter of Section 6, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the northwest corner of the Northwest Quarter of said Section 6; thence on an assumed bearing of South 88 degrees 59 minutes 33 seconds East along the north line of said Northwest Quarter, 106.46 feet to the east line of a tract of land as conveyed to the Madison County Mass Transit District according to the Quit Claim Deed thereof recorded April 24, 2001 in Document No. 2001R18242; thence South 00 degrees 12 minutes 04 seconds East along the east line of said Madison County Mass Transit District tract, 43.01 feet; thence North 88 degrees 59 minutes 33 seconds West, 60.71 feet; thence southwesterly, 39.86 feet along a curve to the left having a radius of 24.90 feet, the chord of said curve bears South 45 degrees 22 minutes 54 seconds West, 35.74 feet; thence South 00 degrees 22 minutes 37 seconds East, 2,216.49 feet; thence South 89 degrees 37 minutes 23 seconds West, 20.00 feet to the west line of said Madison County Mass Transit District tract, also being the existing easterly right of way line of Old Troy Road (66’ wide); thence North 00 degrees 22 minutes 37 seconds West along the existing east right of way line of Old Troy Road, 2,285.66 feet to the Point of Beginning.

Said Parcel 23 PL herein described contains 1.1379 acres or 49,569 square feet, more or less.
Parcel 23TE
F.A.U Route: 8873 (Old Troy Road)
County: Madison County
Owner: Madison County Mass Transit District
TE: Station 13+57.89 Left (Bouse Road) to Station 430+82.16 Left (Old Troy Road)
PPN: 09-1-22-06-00-000-015

Parcel 23 TE

That part of the Northwest Quarter of Section 6, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 6; thence on an assumed bearing of South 88 degrees 59 minutes 33 seconds East along the north line of said Quarter Section, 106.46 feet to the east line of a tract of land as conveyed to the Madison County Mass Transit District according to the Quit Claim Deed thereof recorded April 24, 2001 in Document No. 2001R18242; thence South 00 degrees 12 minutes 04 seconds East along the east line of said tract of land, 43.01 feet; thence North 88 degrees 59 minutes 33 seconds west, 51.32 feet to the Point of Beginning.

From said Point of Beginning; thence South 00 degrees 22 minutes 37 seconds East, 303.30 feet; thence North 89 degrees 47 minutes 55 seconds East, 5.00 feet; thence South 00 degrees 22 minutes 37 seconds East, 47.96 feet; thence South 89 degrees 47 minutes 55 seconds West, 5.00 feet; thence South 00 degrees 22 minutes 37 seconds East, 740.30 feet; thence North 89 degrees 47 minutes 55 seconds East, 47.96 feet to the east line of said Madison County Mass Transit District tract of land; thence South 00 degrees 12 minutes 05 seconds East along said east line, 35.00 feet; thence South 89 degrees 47 minutes 55 seconds West, 47.85 feet; thence South 00 degrees 22 minutes 37 seconds East, 550.70 feet; thence South 89 degrees 46 minutes 01 seconds West, 5.00 feet; thence South 00 degrees 22 minutes 37 seconds East, 232.08 feet; thence South 89 degrees 37 minutes 23 seconds West, 30.00 feet; thence North 00 degrees 22 minutes 37 seconds East, 1,884.63 feet; thence northeasterly, 39.86 feet along a curve to the right having a radius of 24.90 feet, the chord of said curve bears North 45 degrees 22 minutes 54 seconds East, 35.74 feet; thence South 88 degrees 59 minutes 33 seconds East, 9.40 feet to the Point of Beginning.

Said Parcel 23 TE herein described contains 1.5486 acres or 67,456 square feet, more or less.