

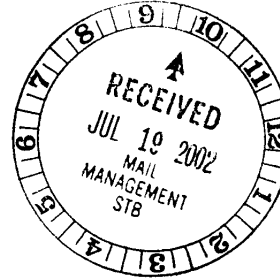
**Columbus and Greenville
Railway Company**

201 19th Street North
Post Office Box 6000
Columbus, Mississippi 39703
Phone (662) 329-7710
Fax (662) 329-7705

CAGY
Transportation

July 18, 2002

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, NW, Room 711
Washington, D.C. 20423-0001



Re: STB DOCKET NO. AB-297 (SUB 101X): COLUMBUS AND
GREENVILLE RAILWAY COMPANY -- ABANDONMENT
EXEMPTION -- IN BOLIVAR & WASHINGTON COUNTIES,
MISSISSIPPI

Dear Mr. Williams:

Enclosed herewith for filing with the Surface Transportation Board in the above styled case, please find an original and ten (10) copies of each of the following documents:

1. Letter request of the Columbus and Greenville Railway Company to extend the time for filing Notice of Consummation of Abandonment of a rail line due to legal barrier preventing such filing within one year of the STB authorization as provided by 49 CFR 1152.29(e)(2).
2. Notice of Consummation of Abandonment of Rail Line

We respectfully request expedited consideration by the Surface Transportation Board of these documents, and an appropriate order of the Board thereon.

Sincerely yours,

Wm. G. Burgin, Jr.
Executive Assistant

ENTERED
Office of Proceedings

JUL 19 2002

Part of
Public Record

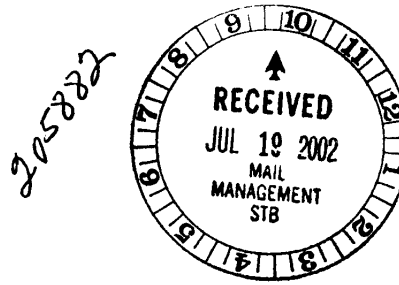
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Transportation

July 18, 2002

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, NW, Room 711
Washington, D.C. 20423-0001



ENTERED
Office of Proceedings

Re: STB DOCKET NO. AB-297 (SUB 101X): COLUMBUS AND
GREENVILLE RAILWAY COMPANY -- ABANDONMENT
EXEMPTION -- IN BOLIVAR & WASHINGTON COUNTIES,
MISSISSIPPI

JUL 19 2002

Part of
Public Record

Dear Mr. Williams:

By order of the Surface Transportation Board ("STB" hereafter) served February 4, 1999 in the styled and numbered proceeding referred to above, the Columbus and Greenville Railway ("C&G" hereafter) was granted through the exempt abandonment procedure the authority to abandon 49.14 miles of rail line between Mile Post 109.1 near the City of Cleveland and Mile Post 158.44 near the City of Hollandale in Bolivar and Washington Counties, Mississippi. Thereafter, by STB orders served in said proceeding March 5, 1999 and March 19, 1999, the notice of exemption previously issued was modified to implement negotiations by the C&G with the Cities of Cleveland, Boyle, Hollandale, and Shaw for NITU trail use/rail banking agreements relating to the segments of rail line within the corporate limits of the respective cities through September 2, 1999, which date was subsequently extended by the STB by order served September 2, 1999, to October 2, 1999.

Prior to October 2, 1999, the C&G reached agreements with the City of Cleveland, the City of Boyle, the City of Hollandale, and the City of Shaw and conveyed segments of the rail line within the respective corporate limits of said cities under NITU provisions, and each of said cities notified the STB by letter, with copy of the deed from the C&G attached, that the respective segments had been conveyed for interim trail/rail banking use. Copies of the letters from Cleveland, Boyle, and Shaw to the STB are attached hereto marked Exhibits A, B, & C, and a copy of the C&G's deed to the City of Hollandale is attached as Exhibit D.

However, after the C&G deeds to the cities were executed and before the C&G was able to complete removal of the rail and other track materials from the remaining portions of the rail line and to file the Notice of Consummation of the abandonment with the STB as provided by 49 CFR 1152.29(e)(2), a substantial number of landowners who owned property that adjoined the C&G right of way filed a lawsuit in the Circuit Court of Washington County, Mississippi, seeking title to the right of way of the rail line that was being abandoned. The case was subsequently removed to the Chancery Court of

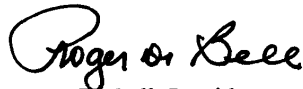
Washington County, Mississippi, where it has been pending since that time. This case constituted a legal barrier to consummation of the abandonment of the rail line, which has delayed the filing of the Notice of Consummation of the abandonment required by 49 CFR 1152.29(e)(2).

We have now reached an agreement to settle and dismiss the lawsuit with prejudice, contingent only upon the filing by the C&G of the Notice of Consummation of the abandonment and its acceptance by the STB.

Therefore, since there was a legal barrier to filing the Notice within one year of the initial STB authorization, and such legal barrier has continued to exist to date, please consider this letter as the formal request of the Columbus and Greenville Railway Company for the STB to reopen the abandonment exemption proceeding, if necessary, and to extend time for filing of such Notice of Consummation of the abandonment to permit the filing of such Notice at this time. The Notice of Consummation of the abandonment is tendered simultaneously herewith.

We look forward to receiving notice of the Surface Transportation Board's decision on this request at an early date. Thank you for your consideration.

Respectfully,



Roger D. Bell, President
& Chief Executive Officer

cc: H. L. Gibson
Wm. G. Burgin, Jr.
Mayor, City of Cleveland, Ms.
Kirk Povall, Attorney for City of Boyle, Ms.
Mayor, City of Shaw, Ms.
Mayor, City of Hollandale, Ms.



THE CITY OF CLEVELAND
CLEVELAND, MISSISSIPPI 38732

September 22, 1999

MARTIN T. KING, JR.
MAYOR

EXHIBIT A

LYNN C. BUTRUM, CMC
CITY CLERK

BOARD OF ALDERMEN:
W. ROSS STORY
NORMAN BURKE, JR.
TED CAMPBELL
HUGH ELLIS WALKER
WILLARD SAMUELS
PAUL JANOSH
DAVID WORK

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, NW, Room 711
Washington, D.C. 20423-0001

OFFICERS:
WAYNE COLE
CAO

Re: STB Docket No. AB-297(Sub-No. 101X):
Columbus & Greenville Railway Company - Abandonment
Exemption in Bolivar and Washington Counties, Mississippi

WAYNE COBB
CHIEF OF POLICE

Dear Mr. Williams:

JOHN W. VALENTINE
CITY ATTORNEY

KEN McCOOL
DIRECTOR OF
PUBLIC WORKS

CHARLES W. DEAN, P.E.
CITY ENGINEER

QUINTON STEEN
DIRECTOR OF
PARKS & RECREATION

As city administrator for the City of Cleveland, Mississippi, a municipality located in Bolivar County, Mississippi, I am writing this second letter to, in more detail, report that the City of Cleveland, Mississippi and the Columbus & Greenville Railway Company reached a mutual agreement for the sale of certain right of way of the C & G Railway line located within the corporate limits of the City of Cleveland, Mississippi. The agreement resulted in the purchase of this property and the execution and delivery of Special Warranty Deeds conveying the subject property, consisting of approximately twenty two (22) acres, more or less, to the City of Cleveland, Mississippi. I am attaching a copy of the Special Warranty Deeds which have been recorded in Deed Book M-230 at Page 624 and Deed Book M-230 at Page 638 of the Land Records in the Office of the Chancery Clerk of Bolivar County at Cleveland, Mississippi.

As you know, this right of way property is the subject of the above.

Mr. Vernon A. Williams
September 22, 1999
Page Two

abandonment process and was exempt from abandonment pursuant to a decision of the Surface Transportation Board decided March 16, 1999, pursuant to the National Trails Systems Act, 16 U.S.C. 1247(d) and a request for public use condition under 49 U.S.C. 10905.

Since we have completed negotiations that resulted in a successful purchase and acquisition of this property by the City of Cleveland, we request that the National Surface Transportation Board enter its formal order confirming this sale under the aforesaid Federal statutory provisions to the City of Cleveland, Mississippi, to ensure that the full protection of said laws are afforded the City of Cleveland in connection with the purchase of this property.

As I mentioned, a copy of the Special Warranty Deeds are attached. We request that the Order confirming this sale include, as an attachment, a copy of the Special Warranty Deeds and that copies of said Order be distributed to all interested parties. If you should have any questions or need more information, please do not hesitate to call me.

For the Mayor and Board of Aldermen,

Sincerely,

A handwritten signature in cursive script, appearing to read "Wayne Cole".

Wayne Cole
Chief Administrative Officer

STATE OF MISSISSIPPI)
)
COUNTY OF BOLIVAR)

SPECIAL WARRANTY DEED

WHEREAS, by Decision and Notice of Interim Trail Use or Abandonment of the Surface Transportation Board (STB) dated and served March 5, 1999 in Cause No. STB Docket No. AB-297 (Sub No. 101X), styled "COLUMBUS AND GREENVILLE RAILWAY COMPANY -- ABANDONMENT EXEMPTION -- IN BOLIVAR AND WASHINGTON COUNTIES, MS.", the Columbus and Greenville Railway Company ("Grantor" hereafter) was authorized, subject to a notice of interim trail use (NITU) issued by the STB pursuant to the request of the Cities of Cleveland, Hollandale and Shaw, Mississippi, to abandon 49.14 miles of its rail line between Mile Post 109.3 near Cleveland and Mile Post 158.44 near Hollandale, Mississippi; and

WHEREAS, said Decision of the STB approved the request of the City of Cleveland, Mississippi, ("Grantee" hereafter) for issuance of a NITU pursuant to the National Trails System Act, 16 U.S.C. 1247(d) and a request for a public use condition under 49 U.S.C. 10905, in order to negotiate with the C&G for a portion of the right of way of the rail line within the corporate limits of the City of Cleveland; and

WHEREAS, as the result of said negotiations, the Grantor and Grantee have reached an agreement for the sale of the right of way hereinafter described to the City of Cleveland for an agreed consideration upon the terms and conditions hereinafter set forth, for trail use as provided by the said National Trails System Act, 16 U.S.C. 1247(d), and/or public use under 49 U.S.C. 10905, subject to use of the right of way for restoration for railroad purposes (rail banking) as provided by 49 Code of Federal Regulations 1152.29(d)(1); and

WHEREAS, the parties desire and intend to consummate such agreement for the sale and purchase of the agreed right of way by and through the execution and delivery of this *Special Warranty* ~~Quitclaim Deed~~:

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of the

covenants and agreements assumed by said Grantee by its acceptance of this conveyance as hereinafter set forth, the COLUMBUS AND GREENVILLE RAILWAY COMPANY, a Mississippi corporation, Grantor, the address of which is Post Office Box 6000, Columbus, Mississippi, 39703, Telephone No. (662) 329-7710, does hereby SELL, CONVEY, AND SPECIALLY WARRANT unto said CITY OF CLEVELAND, MISSISSIPPI, a municipal corporation, Grantee, the address of which is Post Office Box 1439, Cleveland, Mississippi 38732, Telephone No. (662) 846-1471, the following described tract or parcel of land, lying, being, and situated in the City of Cleveland, in Bolivar County, State of Mississippi, to-wit:

That part of Section Twenty One (21), and that part of the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Twenty Eight (28), Township Twenty Two (22) North, Range Five (5) West, Bolivar County, Mississippi, more particularly described as follows: Beginning at the Southwest corner of Lot Six (6) of Block Nine (9) of Fairlawn Subdivision in the City of Cleveland, Mississippi, and running thence South 89 degrees 41 minutes West along the North right of way line of Lead Bayou Drainage District Ditch No. 7, 534 feet to a point; run thence South 0 degrees 19 minutes East 45.0 feet to the South boundary line of the N1/2 of NW1/4 of Section 28, Township 22 North, Range 5 West; run thence South 89 degrees 41 minutes West, along said South boundary line, a distance of 289.11 feet to the Southwest corner of the water tower lot conveyed by the Grantor to the Grantee by Quitclaim Deed dated August 24, 1988, the initial point of the tract herein described, said initial point being 120 feet South 89 degrees 41 minutes West of the point of intersection of the centerline of Grantor's main track with the South boundary line of said N1/2 of NW1/4 of said Section 28:

And from this initial point, run thence North 8 degrees 30 minutes East, 120 feet East of and parallel with the centerline of Grantor's main track, a distance of 2,662.48 feet to an iron stake at the Northwest corner of Grantor's Shop tract; run thence West 70 feet to the East boundary line of Grantor's 100-foot wide mainline right of way; run thence North along the East boundary line of said mainline right of way, 50 feet East of and parallel with the centerline of Grantor's main track, 3,945 feet, more or less, to the North boundary line of Section 21, Township 22 North, Range 5 West; run thence West, along the North boundary line of Section 21, 100 feet to the West boundary line of Grantor's mainline right of way; run thence South along the West boundary line of Grantor's mainline right of way and parallel with and 50 feet West of the centerline of the main track, 6,607.48 feet, more or less, to the South boundary line of the N1/2 of NW1/4 of Section 28; run thence East, along said South boundary line, 170 feet to the initial point; containing 19.615 acres, more or less, and being the property shown in red on the maps attached hereto as ExhibitS A-1 and A-2 and incorporated herein by this reference thereto.

Also, all of the lots or strips of land owned by the Grantor in Section 21, Township 22 North, Range 5 West lying West of the Grantor's mainline right of way, South of State Highway No. 8, and North of College and Lee Streets in the City of Cleveland, Mississippi, and being the parcels shown in yellow on map attached hereto as Exhibit B and incorporated herein by this reference. There is expressly included all such lots or strips of land over which the Grantor has heretofore acquired easements for street purposes, it being the intention of the Grantor to sell and quitclaim to the

Grantee all of its right, title and interest in such parcels within the described limits, whether accurately or correctly identified or described herein or not.

This conveyance is made expressly SUBJECT TO:

(1) the right and obligation of the Grantor to take up and remove the railroad track and track materials now located upon the above described property within a reasonable time as hereinafter provided; and

(2) the existing rights of way, if any, of public roads and streets, water, sewer, power, and communication facilities, and drainage canals and ditches, heretofore established and now existing upon said described property.

Grantor expressly reserves unto itself title to all rail, crossties, timbers, ballast, other track materials (except bridge materials other than rail, crossties, and guard rails), if any, now located upon the above described property, and the Grantor agrees and warrants that it will take up and remove the same within a reasonable time, not to exceed one (1) year from the date of this conveyance. Grantor also reserves the right of ingress, egress, and regress on, over, and across said property for itself and/or its contractors for the period of one year from the date of this deed for the purpose of taking up and removing rail, track materials, etc.

The above described property was acquired by Delta Transportation Company, a wholly owned subsidiary corporation of the Grantor, by deed from the Illinois Central Gulf Railroad Company dated May 8, 1985, and Delta Transportation Company was subsequently merged into, and its assets became part of the property of, the Grantor under Articles of Merger approved by the Secretary of State of the State of Mississippi and filed September 29, 1995, and recorded in Photostat Book 349, Pages 576-586 in the corporate records of his office, a copy of which is attached hereto as Exhibit C.

By its acceptance of this conveyance and pursuant to the requirements of the STB and Federal statutes and regulations cited above, the Grantee agrees and obligates itself to: (1) implement interim trail and/or public use of the above described property; (2) keep the property available for subsequent restoration of use for railroad purposes (rail banking); assume full responsibility for management of the property; and, to the extent that it is not immune from liability, to assume any legal liability arising out of the transfer and subsequent use of the property, except for any claims that may arise solely from acts or omissions of the Grantor, its contractors, employees, and agents subsequent to the date of this deed; (3) indemnify the Grantor against any potential liability arising

from and after the date of this deed, subject, however, to the exception provided in Subsection (2) of this paragraph; and (4) pay any and all taxes that may be levied or assessed against the property that accrue on and after January 1, 2000.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed by its duly authorized officers and its corporate seal hereto affixed, on this 8th day of September, 1999.

COLUMBUS AND GREENVILLE RAILWAY
COMPANY

ATTEST:

Shelia M. Cain
Secretary

By: Roger D. Bell
President

CORPORATE SEAL

STATE OF MISSISSIPPI)
COUNTY OF LOWNDES)

This day personally appeared before me, the undersigned authority of law in and for said County and State, Roger D. Bell and Shelia M. Cain, being known to me to be the President and Secretary respectively of the Columbus and Greenville Railway Company, a Mississippi corporation, who acknowledged that they signed, sealed, and delivered the foregoing Special Warranty Deed on the day and year therein mentioned, for the purpose therein expressed, as and for the act and deed of said corporation, being duly and legally authorized so to do.

Given under my hand and seal of office on this 8th day of September, 1999.

Vernon H. Shampert
Notary Public

SEAL

My Commission Expires: 2-5-2000

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 5, 2000
BOOKED THRU STEGALL NOTARY SERVICE

This Deed Prepared By: Wm. G. Burgin, Jr., Executive Assistant
Columbus and Greenville Railway Company
P. O. Box 6000
Columbus, MS 39708

Indexing Instructions: Index in Section 21, and in the N1/2 of NW 1/4 of Section 28,
T. 22 North, Range 5 West, in Bolivar County, Mississippi.

CLEVELAND MISS

13.94 Acres

LOCATION	DATE
A	APR 2, 1940
B	APR 2, 1940
C	APR 2, 1940
D	APR 2, 1940
E	APR 2, 1940
F	APR 2, 1940

21277

21326

21355

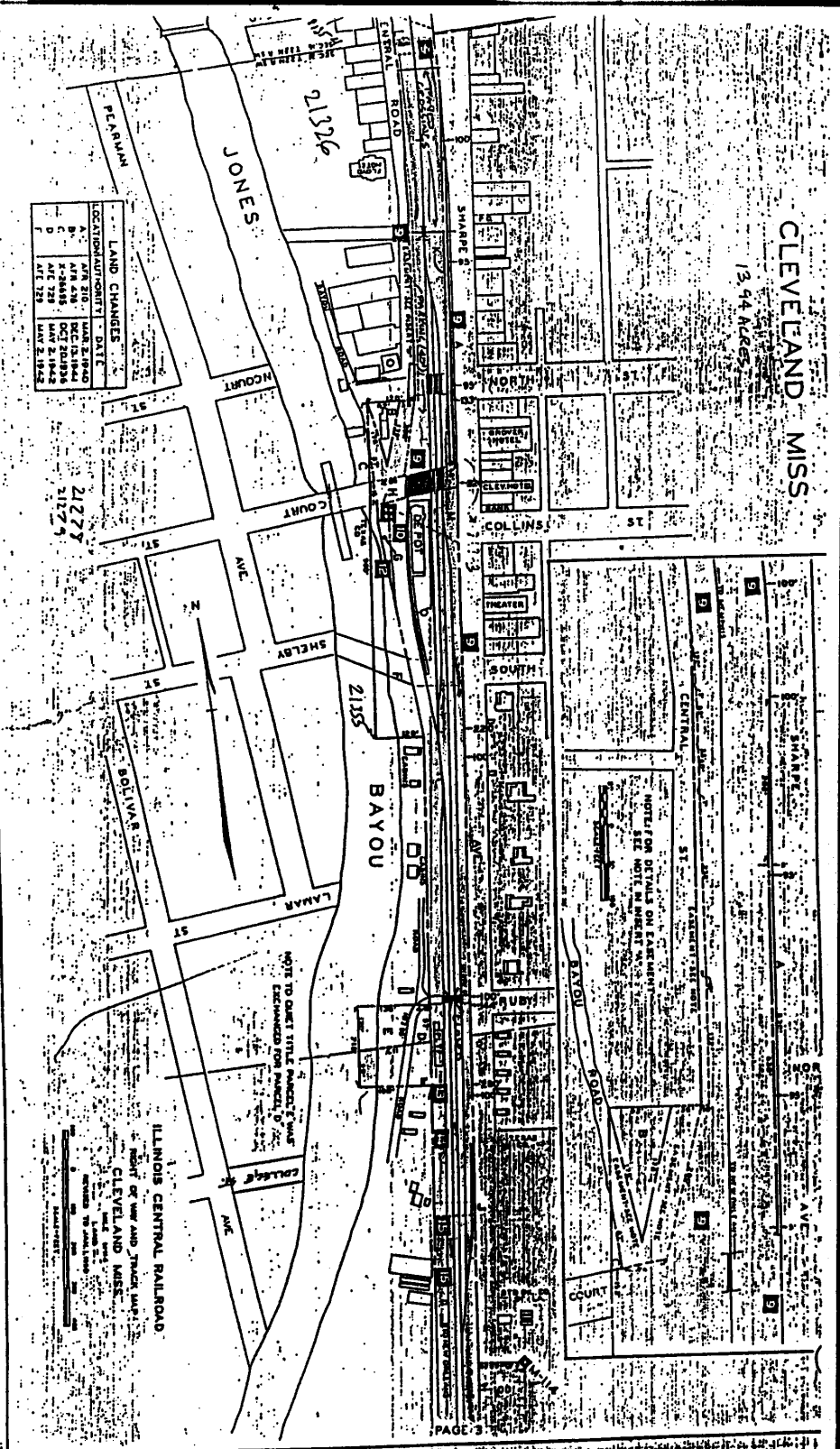
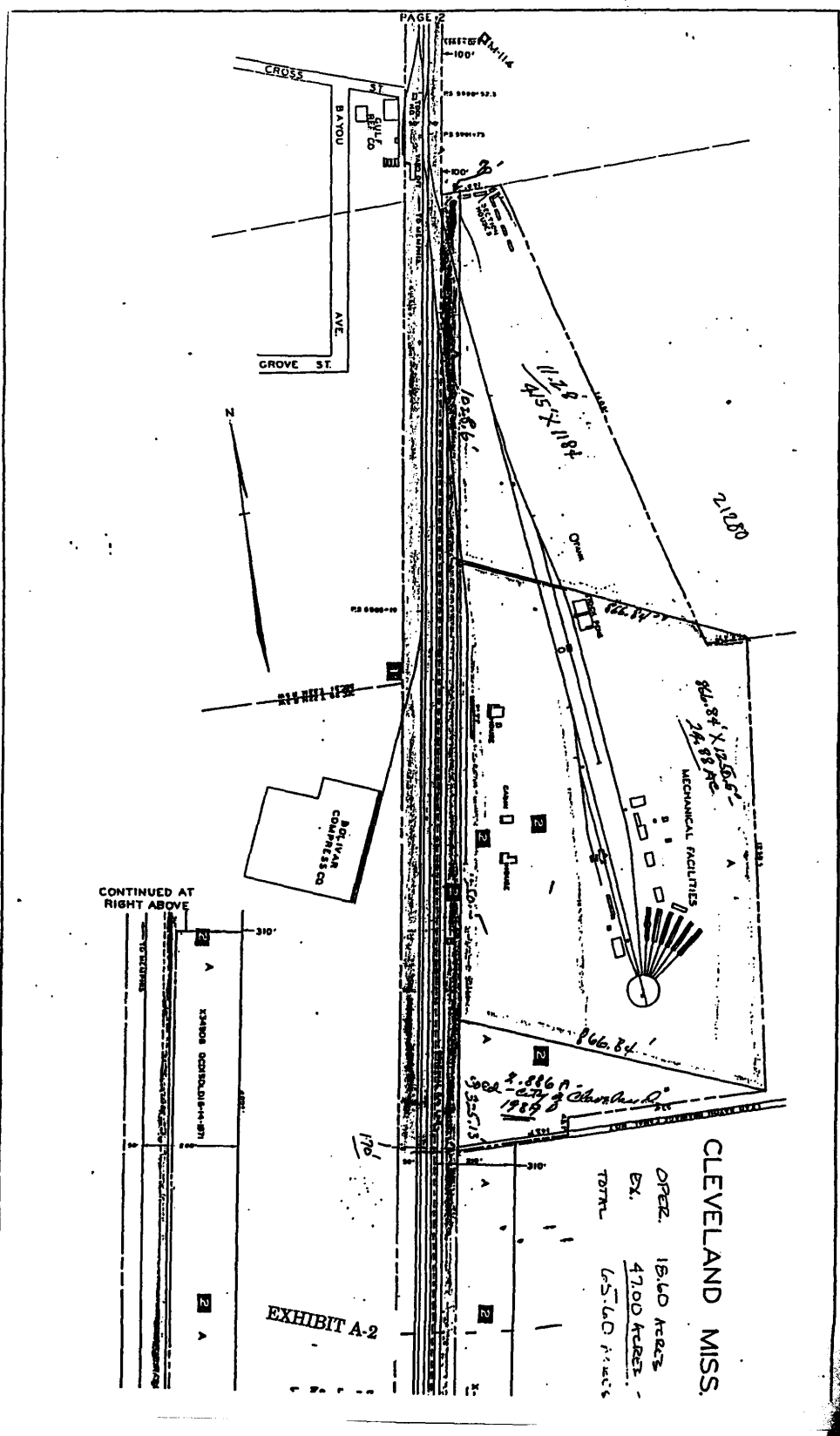
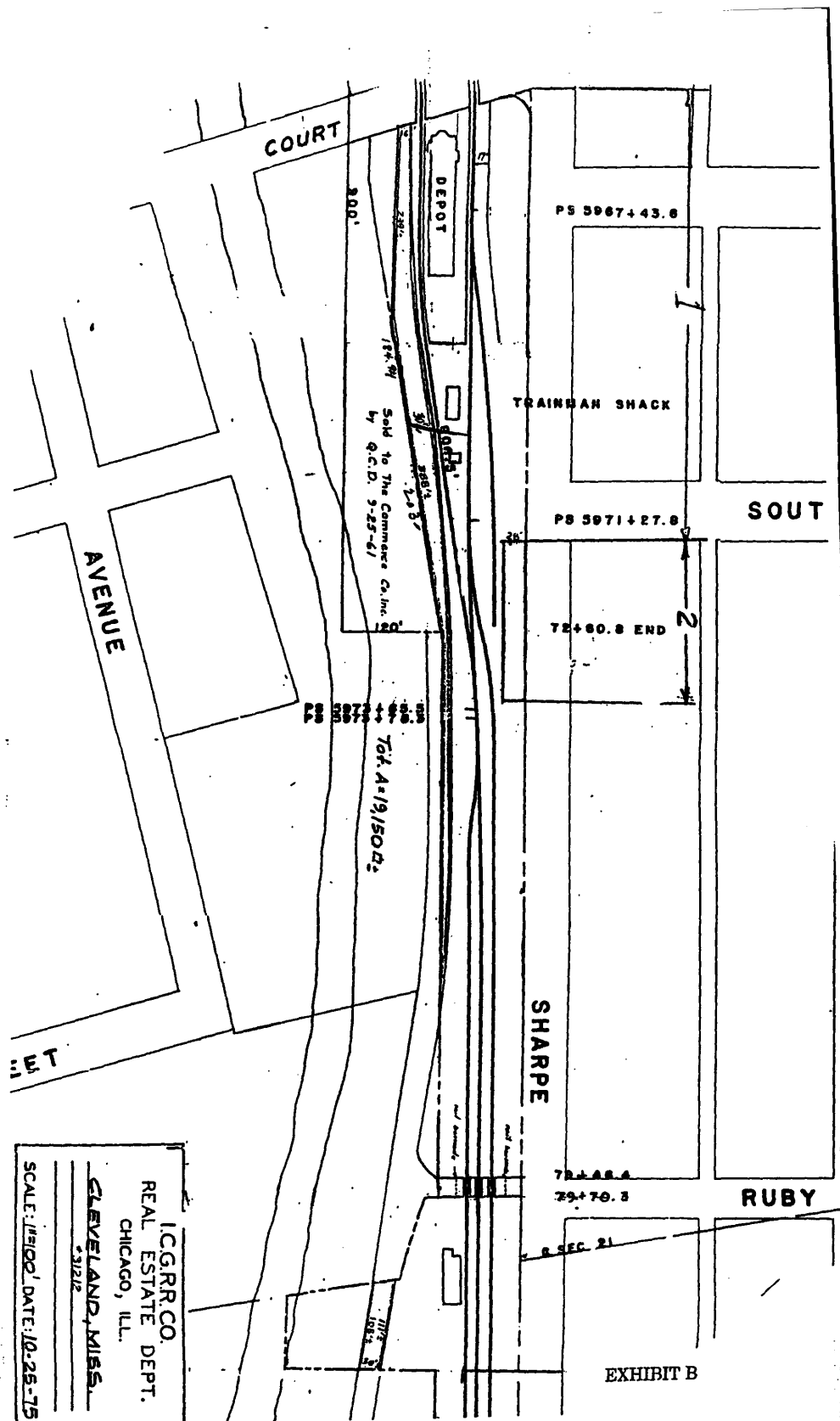


EXHIBIT A-1





J. KIRKHAM POVALL, P.A.

ATTORNEY AT LAW

Post Office Drawer 1199
Cleveland, Mississippi 38732

215 North Pearman Avenue

Tel. (662) 843-9948
Fax # (662) 843-9957

September 15, 1999

EXHIBIT B

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, NW, Room 711
Washington, DC 20423-0001

Re: STB Docket No. AB-297(Sub-No. 101X);
Columbus & Greenville Railway Company - Abandonment Exemption-
in Bolivar and Washington Counties, Mississippi

Dear Mr. Williams:

As attorney for the Town of Boyle, Mississippi, a municipality located in Bolivar County, Mississippi, I am pleased to report that the Town of Boyle, Mississippi, and the Columbus & Greenville Railway Company reached a mutual agreement for the sale of certain right of way of the C & G Railway line located within the corporate limits of the Town of Boyle, Mississippi. The agreement resulted in the purchase of this property and the execution and delivery of a Quitclaim Deed conveying the subject property, consisting of approximately twelve (12) acres, more or less, to the Town of Boyle, Mississippi. I am attaching a copy of the Quitclaim Deed which has been recorded in Deed Book M-230 at Page 584 of the Land Records in the Office of the Chancery Clerk of Bolivar County at Cleveland, Mississippi.

As you know, this right of way property is the subject of the above abandonment process and was exempt from abandonment pursuant to a decision of the Surface Transportation Board dated May 5, 1999, pursuant to the National Trails Systems Act, 16 U.S.C. 1247(d) and a request for public use condition under 49 U.S.C. 10905. Since we have completed negotiations that resulted in a successful purchase and acquisition of this property by the Town of Boyle, Mississippi, we request that the National Surface

Mr. Vernon A. Williams
September 15, 1999
Page Two

Transportation Board enter its formal order confirming this sale under the aforesaid Federal statutory provisions to the Town of Boyle, Mississippi, to ensure that the full protection of said laws are afforded the Town of Boyle in connection with the purchase of this property.

As I mentioned, a copy of the Quitclaim Deed is attached. We request that the Order confirming this sale include, as an attachment, a copy of this Quitclaim Deed and that copies of said Order be distributed to all interested parties. If you should have any questions or need more information, please do not hesitate to call me.

With best regards, I am

Sincerely yours,



J. KIRKHAM POVALL

JKP:cj

Enclosure

cc: Mayor Joe W. Reed, Town of Boyle, Mississippi
✓ Mr. William G. Burgin, Jr., C & G Railway Company

STATE OF MISSISSIPPI)
)
COUNTY OF BOLIVAR)

003330

QUITCLAIM DEED

584
MA30

WHEREAS, by Decision and Notice of Interim Trail Use or Abandonment of the Surface Transportation Board (STB) dated and served March 5, 1999 in Cause No. STB Docket No. AB-297 (Sub No. 101X, styled "COLUMBUS AND GREENVILLE RAILWAY COMPANY -- ABANDONMENT EXEMPTION -- IN BOLIVAR AND WASHINGTON COUNTIES, MS.", the Columbus and Greenville Railway Company ("Grantor" hereafter) was authorized, subject to a notice of interim train use (NITU) issued by the STB pursuant to the request of the Cities of Cleveland and Hollandale, Mississippi, to abandon 49.14 miles of its rail line between Mile Post 109.3 near Cleveland and Mile Post 158.44 near Hollandale, Mississippi; and

WHEREAS, by subsequent Decision decided, dated, and served March 16, 1999 in said cause, the STB approved the request of the Town of Boyle, Mississippi, ("Grantee" hereafter) for issuance of a NITU pursuant to the National Trails System Act, 16 U.S.C. 1247(d) and a request for a public use condition under 49 U.S.C. 10905, in order to negotiate with the C&G for a portion of the right of way of the rail line between Mile Post 115 and Mile Post 117 in the Town of Boyle; and

WHEREAS, as the result of said negotiations, the Grantor and Grantee have reached an agreement for the sale of the right of way hereinafter described to the Town of Boyle for an agreed consideration upon the terms and conditions hereinafter set forth, for trail use as provided by the said National Trails System Act, 16 U.S.C. 1247(d), and/or public use under 49 U.S.C. 10905, subject to use of the right of way for restoration for railroad purposes (rail banking) as provided by 49 Code of Federal Regulations 1152.29(d)(1); and

WHEREAS, the parties desire and intend to consummate such agreement for the sale and purchase of the agreed right of way by and through the execution and delivery of this Quitclaim Deed:

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid by the Grantee, the receipt

and sufficiency of which is hereby acknowledged, and for the further consideration of the covenants and agreements assumed by said Grantee by its acceptance of this conveyance as hereinafter set forth, the COLUMBUS AND GREENVILLE RAILWAY COMPANY, a Mississippi corporation, Grantor, the address of which is Post Office Box 6000, Columbus, Mississippi, 39703, Telephone No. (662) 329-7710, does hereby SELL, CONVEY, AND QUITCLAIM unto said TOWN OF BOYLE, MISSISSIPPI, Grantee, the address of which is Post Office Box 367, Boyle, Mississippi 38730, Telephone No. (662) 843-4661, the following described tract or parcel of land, lying, being, and situated in the Town of Boyle in Bolivar County, State of Mississippi, to-wit:

All of the right of way and real property of the Columbus and Greenville Railway Company that is situated in the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty Three (33), Township Twenty Two (22) North, Range Five (5) West, and in the West Half (W1/2) of Northwest Quarter (NW1/4) of Section Four (4), Township Twenty One (21) North, Range Five (5) West, and within the corporate limits of the Town of Boyle, in Bolivar County, Mississippi; containing 12 acres, more or less; and being the tract of land shown in red on the map or plat attached hereto as Exhibit A, which is incorporated herein by this reference thereto.

It is the intention of the Grantor hereto to sell and convey unto the Grantee, and it does hereby convey unto said Grantee, all property which it owns within the corporate limits of the Town of Boyle, whether accurately or completely described herein or not.

This conveyance is made expressly SUBJECT TO:

- (1) the rights reserved by the Grantor to take up and remove the railroad track and track materials now located upon the above described property within a reasonable time as hereinafter provided; and
- (2) the existing rights of way, if any, of public roads and streets, public utilities, and drainage canals and ditches, heretofore established and now existing upon said described property.

Grantor expressly reserves unto itself title to all rail, crossties, timbers, ballast, other track materials (except bridge materials other than rail, crossties, and guard rails), if any, now located upon the above described property, together with the right, but not the obligation, to take up and remove the same within a reasonable time, not to exceed one (1) year, from the date of this conveyance, and together with the right of ingress, egress, and regress on, over, and across said property for itself and/or its contractors for the purpose of taking up and removing rail, track materials, etc., so reserved. Any such materials and crossties remaining upon said property on and after the expiration of said one-year period shall become the property of the Grantee.

The above described property was acquired by Delta Transportation Company, a wholly owned subsidiary corporation of the Grantor, by deed from the Illinois Central Gulf Railroad Company dated May 8, 1985, and Delta Transportation Company was subsequently merged into, and its assets became part of the property of, the Grantor under Articles of Merger approved by the Secretary of State of the State of Mississippi and filed September 29, 1995, and recorded in Photostat Book 349, Pages 576-586 in the corporate records of his office.

By its acceptance of this conveyance and pursuant to the requirements of the STB and Federal statutes and regulations cited above, the Grantee agrees and obligates itself to: (1) implement interim trail and/or public use of the above described property; (2) keep the property available for subsequent restoration of use for railroad purposes (rail banking); assume full responsibility for management of the property; and, to the extent that it is not immune from liability, to assume any legal liability arising out of the transfer and subsequent use of the property, except for any claims that may arise from the removal of rails, ties, and other track materials by the Grantor subsequent to the date of this deed; (3) indemnify the Grantor against any potential liability arising from and after the date of this deed, subject, however, to the exception provided in Subsection (2) of this paragraph; and (4) pay any and all taxes that may be levied or assessed against the property that accrue on and after January 1, 2000.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed by its duly authorized officers and its corporate seal hereto affixed, on this 7th day of September, 1999.

ATTEST:

Shelia M. Carr
Secretary

COLUMBUS AND GREENVILLE RAILWAY
COMPANY

By:

Roger D. Belle
President

CORPORATE SEAL

STATE OF MISSISSIPPI)
)
COUNTY OF LOWNDES)

This day personally appeared before me, the undersigned authority of law in and for said County and State, Roger D. Bell and Shelia M. Cain, being known to me to be the President and Secretary respectively of the Columbus and Greenville Railway Company, a Mississippi corporation, who acknowledged that they signed, sealed, and delivered the foregoing Quitclaim Deed on the day and year therein mentioned, for the purpose therein expressed, as and for the act and deed of said corporation, being duly and legally authorized so to do.

Given under my hand and seal of office on this 7th day of September, 1999.

Vanessa H. Shumput
Notary Public

SEAL

My Commission Expires: 2-5-2000

This Deed Prepared By: Wm. G. Burgin, Jr., Executive Assistant
Columbus and Greenville Railway Company
P. O. Box 6000
Columbus, MS 39703

Indexing Instructions: Index in the W1/2 of SW1/4 of Section 33, T. 22 North,
Range 5 West & in the W1/2 of NW 1/4 of Section 4,
Township 21 North, Range 5 West, in Bolivar
County, Mississippi.

1999 SEP 10 10 30 AM
M230
set
Columbus, MS

588

33

22NR5

21339

BOYLE MISS.

NOTE: NOT REVISED-
SEE REVISED STATION
MAP ON NEXT PAGE

22NR5

21335

2 LAND CHANGES ON MILE M-116
STATION MAP ON PAGE 3

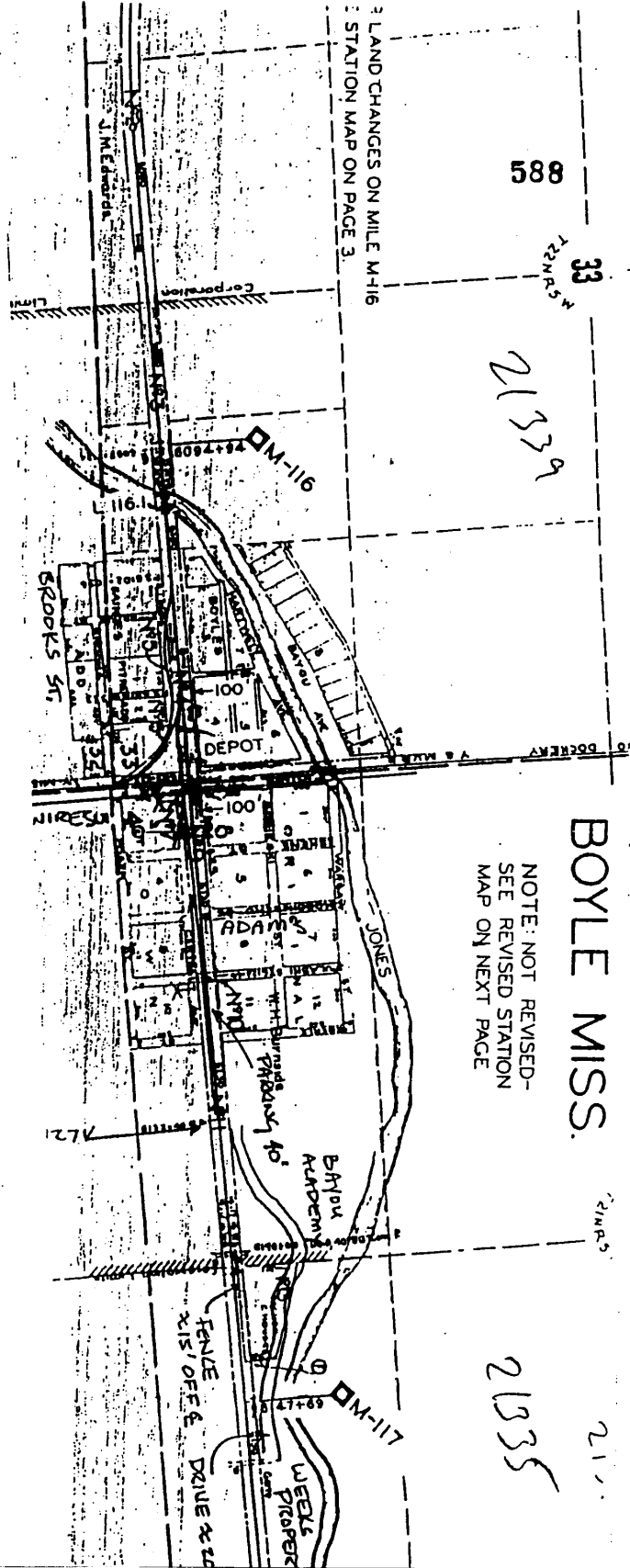


EXHIBIT A



Office of the Mayor

**ROGER D. CARTER
MAYOR**

October 11, 1999

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, NW, Room 711
Washington, DC 20423-0001

EXHIBIT C

**SUBJECT: STB DOCKET NO. AB-297 (SUB-NO. 101X):
Columbus & Greenville Railway Company - Abandonment Exemption - in
Bolivar and Washington Counties, Mississippi**

Dear Mr. Williams:

As Chief Executive Officer for the City of Shaw, Mississippi, a municipality located in Bolivar County, Mississippi, I am pleased to report that the City of Shaw, Mississippi, and the Columbus & Greenville Railway Company reached a mutual agreement for the sale of certain right of the way of the C & G Railway line located within the corporate limits of the City of Shaw, Mississippi. The agreement resulted in the purchase of this property and the execution and delivery of a Quitclaim Deed conveying the subject property, consisting of approximately fourteen point seven (14.7) acres, more or less, to the City of Shaw, Mississippi. I am attaching a copy of the Quitclaim Deed which has been recorded in Deed Book M231 at Page 76 of the Land Records in the Office of the Chancery Clerk of Bolivar County at Cleveland, Mississippi.

As you know, this right of way property is subject to the above abandonment process and was exempt from abandonment pursuant to a decision of the Surface Transportation Board dated May 5, 1999, pursuant to the National Trails Systems Act, 16 U.S.C. 1247(d) and a request for public use condition under 49 U.S.C. 10905. Since we have completed negotiations that resulted in a successful purchase and acquisition of this property by the City of Shaw, Mississippi, we request that the National Surface Transportation Board enter its formal order confirming this sale under the aforesaid Federal statutory provisions to the City of Shaw, Mississippi, to ensure that the full protection of said laws are afforded the City of Shaw in connection with the purchase of this property.

200 MAIN STREET • POST OFFICE BOX 679 • SHAW, MISSISSIPPI 38773
TELEPHONE (601) 754-3131 • DIRECT (601) 754-6200
TELEFAX (601) 754-2414

Mr. Vernon A. Williams

October 11, 1999

Page Two

As stated before, a copy of the Quitclaim Deed is attached. We request that the Order confirming this sale include, as an attachment, a copy of this Quitclaim Deed and that copies of said Order be distributed to all interested parties. If you require any additional information please call me at (662) 754-6200 or FAX me at (662) 754-2414.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roger D. Carter".

Roger D. Carter
Mayor

Enc.:

cc: Mr. William G. Burgin, Jr., C & G Railway Company (letter only)

STATE OF MISSISSIPPI)
)
COUNTY OF BOLIVAR)

QUITCLAIM DEED

WHEREAS, by Decision and Notice of Interim Trail Use or Abandonment of the Surface Transportation Board (STB) dated and served March 5, 1999 in Cause No. STB Docket No. AB-297 (Sub No. 101X), styled "COLUMBUS AND GREENVILLE RAILWAY COMPANY -- ABANDONMENT EXEMPTION -- IN BOLIVAR AND WASHINGTON COUNTIES, MS.", the Columbus and Greenville Railway Company ("Grantor" hereafter) was authorized, subject to a notice of interim train use (NITU) issued by the STB pursuant to the requests of the Cities of Cleveland, Hollandale, and Shaw Mississippi, to abandon 49.14 miles of its rail line between Mile Post 109.3 near Cleveland and Mile Post 158.44 near Hollandale, Mississippi; and

WHEREAS, in said Decision the STB approved the request of the City of Shaw, Mississippi, ("Grantee" hereafter) for issuance of a NITU pursuant to the National Trails System Act, 16 U.S.C. 1247(d) and a request for a public use condition under 49 U.S.C. 10905, in order that the City of Shaw might negotiate for a portion of the right of way of the rail line between Mile Post 123 near the North end of Shaw and Mile Post 126 near the South end of Shaw; and

WHEREAS, thereafter by order decided September 1, 1999 and served September 2, 1999, the STB extended the time for negotiations between the parties by 30 days from September 2, 1999; and

WHEREAS, as the result of said negotiations, the Grantor and Grantee have reached an agreement for the sale of the right of way within the city limits of Shaw, being the right of way located in the S1/2 of Section 1 and the N1/2 of Section 12, Township 20 North, Range 6 West, hereinafter described, to the City of Shaw for an agreed consideration upon the terms and conditions hereinafter set forth, for trail use as provided by the said National Trails System Act, 16 U.S.C. 1247(d), and/or public use under 49 U.S.C. 10905, subject to use of the right of way for restoration for railroad purposes (rail banking) as provided by 49 Code of Federal Regulations 1152.29(d)(1); and

WHEREAS, the parties desire and intend to consummate such agreement for the sale and purchase of the agreed right of way by and through the execution and delivery of this Quitclaim Deed:

NOW THEREFORE, for and in consideration of the sum of Fifty One Thousand Four Hundred Fifty Dollars (\$51,450.00) cash in hand paid by the Grantee, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of the covenants and agreements assumed by said Grantee by its acceptance of this conveyance as hereinafter set forth, the COLUMBUS AND GREENVILLE RAILWAY COMPANY, a Mississippi corporation, Grantor, the address of which is Post Office Box 6000, Columbus, Mississippi, 39703, Telephone No. (662) 329-7710, does hereby SELL, CONVEY, AND QUITCLAIM unto said CITY OF SHAW, MISSISSIPPI, a municipal corporation, Grantee, the address of which is Post Office Box 707, Shaw, Mississippi 38773, Telephone No. (662) 754-3131, the following described tract or parcel of land, lying, being, and situated in the City of Shaw, Bolivar County, State of Mississippi, to-wit:

All of the right of way and real property of the Columbus and Greenville Railway Company that is situated in the South Half (S1/2) of Section One (1), Township Twenty (20) North, Range Six (6) West, and in the North Half (N1/2) of Section Twelve (12), Township Twenty (20) North, Range Six (6) West, and within the corporate limits of the City of Shaw, in Bolivar County, Mississippi; containing 12.5 acres, more or less.

Also, the Depot Lot in the City of Shaw, Bolivar County, Mississippi, described as: Beginning at the point of intersection of the East-West section line between Sections One (1) and Twelve (12), Township Twenty (20) North, Range Six (6) West, with the East boundary line of the Grantor's mainline right of way, and run thence in a Northeasterly direction, along the East right of way line, 300 feet; run thence Easterly through a 90 degree angle with said right of way, 75 feet; run thence in a Southwesterly direction, parallel with and 75 feet East of said East right of way line, 700 feet; run thence Westerly, through a 90 degree angle, 75 feet to the East right of way line; run thence in a Northeasterly direction, along said East right of way line, 400 feet, more or less, to the point of beginning; containing 1.2 acres, more or less, and being the same property conveyed to the Louisville New Orleans & Texas Railway Company by N.A. Shaw by deed dated January 14, 1885, recorded in Deed Book GG, Page 582 of the land records of Bolivar County, Mississippi, and by Agnes Wright, et al. by deed January 14, 1885, and recorded in Deed Book GG, Page 579 of the land records of said County and State.

It is the intention of the Grantor hereto to sell and convey unto the Grantee, and it does hereby convey unto said Grantee, all property which it owns within the corporate limits of the City of Shaw, whether accurately or completely described herein or not, and being the tract of land shown in

rails, ties, and other track materials by the Grantor subsequent to the date of this deed;
(3) indemnify the Grantor against any potential liability arising from and after the date
of this deed, subject, however, to the exception provided in Subsection (2) of this
paragraph; and (4) pay any and all taxes that may be levied or assessed against the
property that accrue on and after January 1, 2000.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be
executed by its duly authorized officers and its corporate seal hereto affixed, on this
30th day of September, 1999.

COLUMBUS AND GREENVILLE RAILWAY
COMPANY

ATTEST:

Shelia M. Cain
Secretary
CORPORATE SEAL

By: Roger D. Bell
President

STATE OF MISSISSIPPI)
COUNTY OF LOWNDES)

This day personally appeared before me, the undersigned authority of law in and
for said County and State, Roger D. Bell and Shelia M. Cain, being known to me to be
the President and Secretary respectively of the Columbus and Greenville Railway
Company, a Mississippi corporation, who acknowledged that they signed, sealed, and
delivered the foregoing Quitclaim Deed on the day and year therein mentioned, for the
purpose therein expressed, as and for the act and deed of said corporation, being duly
and legally authorized so to do.

Given under my hand and seal of office on this 30th day of September, 1999.

Vanessa H. Shumper
Notary Public

SEAL

My Commission Expires: 2-5-2000

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 5, 2000
BONDED THRU STEGALL NOTARY SERVICE

This Deed Prepared By: Wm. G. Burgin, Jr., Executive Assistant
Columbus and Greenville Railway Company
P. O. Box 6000
Columbus, MS 39703

Indexing Instructions: Index in the S1/2 of Section 1 & in the N1/2 of Section 12,
Township 20 North, Range 6 West, in Bolivar County, Ms..

STATE OF MISSISSIPPI)
)
COUNTY OF WASHINGTON)

EXHIBIT D

QUITCLAIM DEED

WHEREAS, by Decision and Notice of Interim Trail Use or Abandonment of the Surface Transportation Board (STB) dated and served March 5, 1999 in Cause No. STB Docket No. AB-297 (Sub No. 101X), styled "COLUMBUS AND GREENVILLE RAILWAY COMPANY -- ABANDONMENT EXEMPTION -- IN WASHINGTON AND WASHINGTON COUNTIES, MS.", the Columbus and Greenville Railway Company ("Grantor" hereafter) was authorized, subject to a notice of interim train use (NITU) issued by the STB pursuant to the requests of the Cities of Cleveland, Hollandale, and Shaw, Mississippi, to abandon 49.14 miles of its rail line between Mile Post 109.3 near Cleveland and Mile Post 158.44 near Hollandale, Mississippi; and

WHEREAS, in said Decision the STB approved the request of the City of Hollandale, Mississippi, ("Grantee" hereafter) for issuance of a NITU pursuant to the National Trails System Act, 16 U.S.C. 1247(d) and a request for a public use condition under 49 U.S.C. 10905, in order that the City of Hollandale might negotiate for a portion of the right of way of the rail line between Mile Post 155.5 near the North end of Hollandale and Mile Post 157.1 near the South end of Hollandale; and

WHEREAS, thereafter by order decided September 1, 1999 and served September 2, 1999, the STB extended the time for negotiations between the parties by 30 days from September 2, 1999; and

WHEREAS, as the result of said negotiations, the Grantor and Grantee have reached an agreement for the sale of the right of way which Hollandale wishes to acquire, being that hereinafter described, to the City of Hollandale for an agreed consideration upon the terms and conditions hereinafter set forth, for trail use as provided by the said National Trails System Act, 16 U.S.C. 1247(d), and/or public use under 49 U.S.C. 10905, subject to use of the right of way for restoration for railroad purposes (rail banking) as provided by 49 Code of Federal Regulations 1152.29(d)(1); and

WHEREAS, the parties desire and intend to consummate such agreement for the sale and purchase of the agreed right of way by and through the execution and delivery of this Quitclaim Deed:

NOW THEREFORE, for and in consideration of the sum of Sixty Seven Thousand Five Hundred Dollars (\$67,500.00), of which Thirty Thousand Dollars (\$30,000.00) has been paid in cash by the Grantee, the receipt of which is hereby acknowledged, and the balance of which is evidenced by a promissory note of even date herewith in the principal amount of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) bearing interest at the rate of Eight Percent (8%) per annum after date until paid, and with principal and interest of said note being payable in three (3) equal annual installments of Fourteen Thousand Five Hundred Fifty One and 26/100 Dollars (\$14,551.26) each, said installments being due one, two, and three years after date, and to secure the payment of which note a Vendor's Lien upon the real property hereinafter described is hereby expressly reserved and retained by the Grantor, and for the further consideration of the covenants and agreements assumed by said Grantee by its acceptance of this conveyance as hereinafter set forth, the COLUMBUS AND GREENVILLE RAILWAY COMPANY, a Mississippi corporation, Grantor, the address of which is Post Office Box 6000, Columbus, Mississippi, 39703, Telephone No. (662) 329-7710, does hereby SELL, CONVEY, AND QUITCLAIM unto said CITY OF HOLLANDALE, MISSISSIPPI, a municipal corporation, Grantee, the address of which is Post Office Box 395, Hollandale, Mississippi 38748, Telephone No. (662) 827-2241, the following described tract or parcel of land, lying, being, and situated in Washington County, State of Mississippi, to-wit:

All of the right of way and all of the real property of the Columbus and Greenville Railway Company that lies North of the South boundary line of the corporate limits of the City of Hollandale and South of the North boundary line of Sandifer Road that is situated in the Southwest Quarter of Section Thirty One (31), Township Sixteen (16) North, Range Six (6) West and in Sections Six (6) and Seven (7), Township Fifteen (15) North, Range Six (6) West, being the right of way and property of the Grantor that is located between Sandifer Road and Mile Post M-157.1 in said sections, in Washington County, Mississippi, containing 19.41 acres, more or less.

It is the intention of the Grantor by this conveyance to describe and convey, and it does hereby convey unto the Grantee, all of its mainline right of way within the described limits, and all that part of the Depot Property in the City of Hollandale that Delta Transportation Company acquired from the Illinois Central Gulf Railroad by deed dated May 8, 1985, recorded in Deed Book 1548, at Pages 620-624 of the land records of

Washington County, Mississippi, that was originally acquired by the Louisville, New Orleans & Texas Railway Company from T. W. Holland by deed dated May 5, 1895 and recorded in Deed Book R-2, Pages 239-240 of said land records, and that was acquired by the Yazoo & Mississippi Valley Railroad Company from Luther Clay Hays, et al, by deed dated August 25, 1926, recorded in Deed Book 208, Page 340 of the land records of Washington County, Mississippi, whether such right of way and property is correctly described herein or not, and being the tract of land shown in red on the maps or plats attached hereto as Exhibit A1 and A2, which are incorporated herein by this reference thereto

BUT THIS CONVEYANCE IS MADE EXPRESSLY SUBJECT TO:

(1) the rights reserved by the Grantor to take up and remove the railroad track and track materials now located upon the above described property within a reasonable time as hereinafter provided; and

(2) the existing rights of way and use, if any, of public roads and streets, public utilities, telephone and communication lines, and drainage canals and ditches, heretofore established and now existing upon said described property.

Grantor expressly reserves unto itself title to all rail, crossties, timbers, ballast, other track materials (except bridge materials other than rail and crossties), if any, now located upon the above described property, together with the right, but not the obligation, to take up and remove the same within a reasonable time, not to exceed three (3) years, from the date of this conveyance, and together with the right of ingress, egress, and regress on, over, and across said property for itself and/or its contractors for the purpose of taking up and removing rail, track materials, etc., so reserved. Any such materials and crossties remaining upon said property on and after the expiration of said three-year period shall become the property of the Grantee.

The above described property was acquired by Delta Transportation Company, a wholly owned subsidiary corporation of the Grantor, by deed from the Illinois Central Gulf Railroad Company dated May 8, 1985, and Delta Transportation Company was subsequently merged into, and its assets became part of the property of, the Grantor under Articles of Merger approved by the Secretary of State of the State of Mississippi and filed September 29, 1995, and recorded in Photostat Book 349, Pages 576-586 in the corporate records of his office, a copy of which Articles of Merger is attached hereto as Exhibit B.

As a material part of the consideration for this conveyance, by its acceptance of this conveyance and pursuant to the requirements of the STB and Federal statutes and regulations cited above, the Grantee agrees and obligates itself to: (1) promptly pay

when due the annual installments of the purchase money promissory note referred to above; (2) implement interim trail and/or public use of the above described property; (3) keep the property available for subsequent restoration of use for railroad purposes (rail banking); assume full responsibility for management of the property; and, to the extent that it is not immune from liability, to assume any legal liability arising out of the transfer and subsequent use of the property, except for any claims that may arise from the removal of rails, ties, and other track materials by the Grantor subsequent to the date of this deed; (4) indemnify the Grantor against any potential liability arising from and after the date of this deed, subject, however, to the exception provided in Subsection (3) of this paragraph; and (5) pay any and all taxes that may be levied or assessed against the property that accrue on and after January 1, 2000.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed by its duly authorized officers and its corporate seal hereto affixed, on this 28th day of September, 1999.

COLUMBUS AND GREENVILLE RAILWAY
COMPANY

ATTEST:

Shelia M. Cain
Secretary
CORPORATE SEAL

By: Roger D. Bell
President

STATE OF MISSISSIPPI)
COUNTY OF LOWNDES)

This day personally appeared before me, the undersigned authority of law in and for said County and State, Roger D. Bell and Shelia M. Cain, being known to me to be the President and Secretary respectively of the Columbus and Greenville Railway Company, a Mississippi corporation, who acknowledged that they signed, sealed, and delivered the foregoing Quitclaim Deed on the day and year therein mentioned, for the purpose therein expressed, as and for the act and deed of said corporation, being duly and legally authorized so to do.

Given under my hand and seal of office on this 28th day of September, 1999.

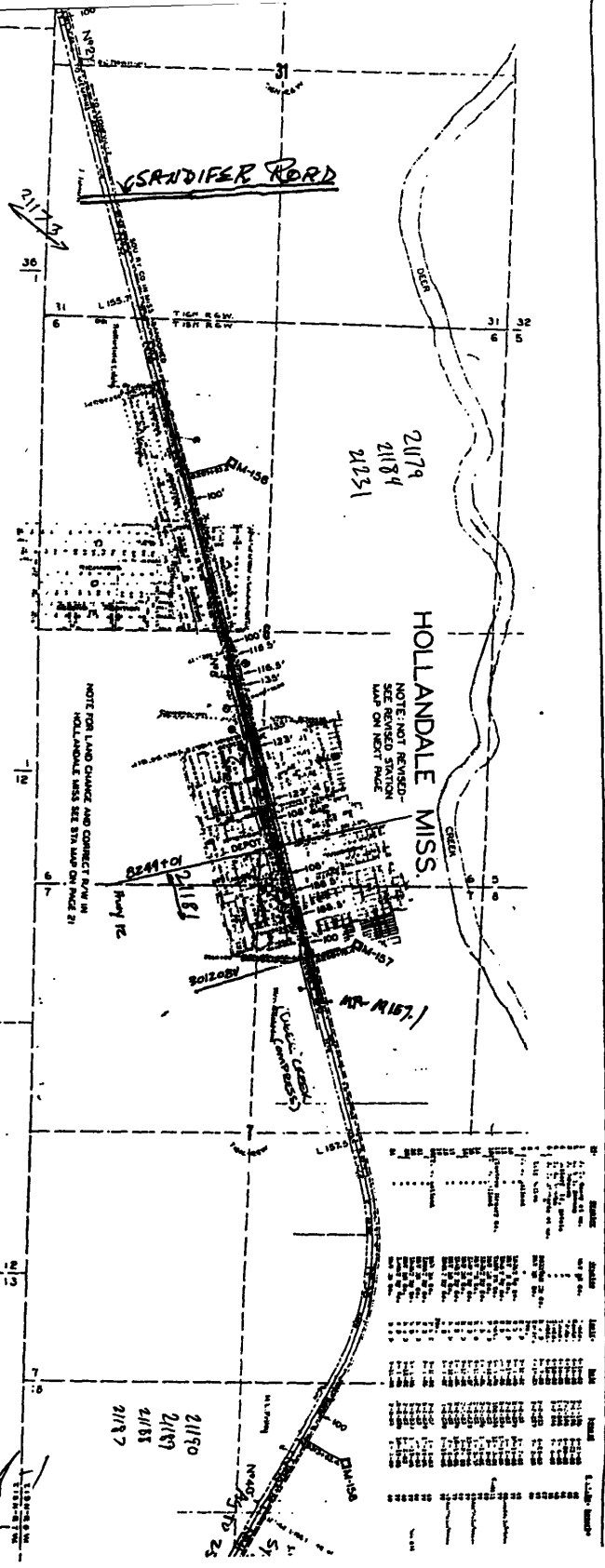
James H. Bumpert
Notary Public

SEAL
My Commission Expires: 2-5-2000

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 5, 2000
BONDED THRU STEGALL NOTARY SERVICE

This Deed Prepared By: Wm. G. Burgin, Jr., Executive Assistant
Columbus and Greenville Railway Company
P. O. Box 6000
Columbus, MS 39703

Indexing Instructions: Index in the SW1/4 of Section 31, Township 16 North, Range 6
West, the N1/2 & SE1/4 of Section 6, and in the NE1/4
Section 7, Township 15 North, Range 6 West, in the City of
Hollandale, in Washington County, Ms..



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