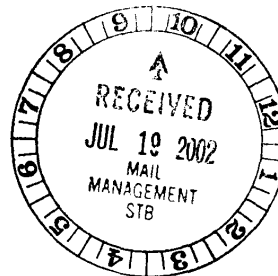


205883



BEFORE THE  
SURFACE TRANSPORTATION BOARD

DOCKET NUMBER AB-297, (SUB NO. 101X)

ENTERED  
Office of Proceedings

JUL 19 2002

Part of  
Public Record

COLUMBUS AND GREENVILLE RAILWAY COMPANY

ABANDONMENT OF 49.14 MILES OF RAIL LINE

BETWEEN

CLEVELAND AND HOLLANDALE

IN

BOLIVAR AND WASHINGTON COUNTIES,

IN THE

STATE OF MISSISSIPPI

NOTICE OF CONSUMMATION OF ABANDONMENT

Wm. G. Burgin, Jr.  
Executive Assistant to President & CEO  
Columbus and Greenville Railway Company  
201 19<sup>th</sup> Street North, P. O. Box 6000  
Columbus, Mississippi 397011

Representative of the Railway

Dated: July 18, 2002

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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DOCKET NUMBER AB-297, (SUB NO. 101X)

---

COLUMBUS AND GREENVILLE RAILWAY COMPANY  
ABANDONMENT OF 49.14 MILES OF RAIL LINE  
BETWEEN  
CLEVELAND AND HOLLANDALE  
IN  
BOLIVAR AND WASHINGTON COUNTIES,  
IN THE  
STATE OF MISSISSIPPI

NOTICE OF CONSUMMATION OF ABANDONMENT

COMES NOW the Columbus and Greenville Railway Company and exhibits and files this Notice of Consummation of Abandonment pursuant to 49 CFR 1152.29(e)(2) of the regulations of the Surface Transportation Board and would respectfully show unto said Board the following facts, to-wit:

**1. Authority to Abandon.**

That heretofore by order served February 4, 1999, the Surface Transportation Board verified that the Columbus and Greenville Railway Company had given due notice

of its exemption under 49 CFR 1152 Subpart F-Exempt Abandonments to abandon 49.14 miles of rail line between Mileposts 109.3 near the City of Cleveland and Milepost 158.44 near the City of Hollandale, in Bolivar and Washington Counties, MS., and provided that requests for public use conditions under 49 CFR 1152.29 should be filed with the Board by February 24, 1999, and that the C&G should file a Notice of Consummation with the Board as required by 49 CFR 1151.29(e)(2) by February 4, 2000, if there were no legal or regulatory barriers to consummation.

**2. Requests for Interim Trail/Rail Banking Use.**

Thereafter, by orders date March 5, 1999, March 19, 1999, and September 2, 1999, the Surface Transportation Board modified the exempt abandonment of portions of the rail line within the corporate limits of the Cities of Cleveland, Boyle, Shaw and Hollandale, Ms., to allow negotiations for interim trail or public use/rail banking of such portions, and the C&G subsequently reached agreements for such usage and conveyed the segments of the rail line within the corporate limits to the cities, and such segments being more particularly described in the C&G deeds to said cities attached hereto as Exhibits A, B, C, and D, and incorporated herein by this reference thereto.

**3. Legal Barrier to Consummation of Abandonment within One Year.**

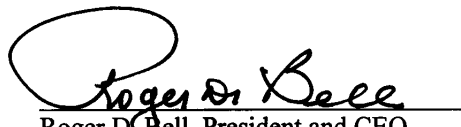
Following the conveyance of the segments of the rail line to the cities, a substantial number of owners of property adjoining the rail line filed a lawsuit in the Circuit Court of Washington County, Mississippi, seeking title to the right of way and property of the C&G along the rail line to be abandoned. **The relief sought by the plaintiffs in this lawsuit constituted a legal barrier to consummation of the**

**abandonment of the rail line.** Within the last sixty (60) days, an agreement for settlement of the lawsuit has now been entered into and is now being implemented, and the suit will be dismissed with prejudice, thus removing the legal barrier to full consummation of the abandonment.

**4. Notice of Consummation of Abandonment.**

The C&G hereby certifies that it has fully exercised the authority granted by the orders and regulations of the Board and has fully abandoned the rail line, except for those segments described in the deeds to the Cities of Cleveland, Boyle, Shaw, and Hollandale which remain subject to interim trail/ rail banking pursuant to NITU authority ordered by the Board. It further certifies that it has discontinued all rail operations, salvaged the railroad track, cancelled all tariffs, and intends that the right of way and property of the line be removed from the interstate rail network, and has fully consummated the abandonment to the extent authorized by law. The C&G respectfully requests that the Board will accept this Notice of Consummation of the Abandonment as timely filed within 60 days following the removal of the legal barrier referred to above, and confirm the full abandonment of the rail line.

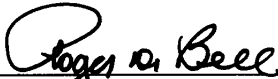
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Roger D. Bell", is written over a horizontal line.

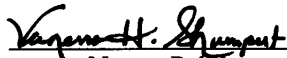
Roger D. Bell, President and CEO  
Columbus and Greenville Railway Company

STATE OF MISSISSIPPI )  
 )  
LOWNDES COUNTY )

This day personally appeared before me, the undersigned authority of law in and  
For said county and state, Roger D. Bell, known to me to be the President and Chief  
Executive Officer of the Columbus and Greenville Railway Company, who being by me  
first duly sworn, stated and deposed on his oath that the matters and things averred in the  
foregoing Notice of Consummation of Abandonment are true and correct as therein stated  
and averred.

  
\_\_\_\_\_  
Roger D. Bell

Sworn to and subscribed before me on this 18<sup>th</sup> day of July, A.D. 2002.

  
\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires:

February 5, 2004

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Feb 5, 2004  
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

## **EXHIBITS**

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

Exhibit A

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 Exhibit S 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 8<sup>th</sup> 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 8<sup>th</sup> day of September, 1999.

Warren H. Shimpert  
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 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

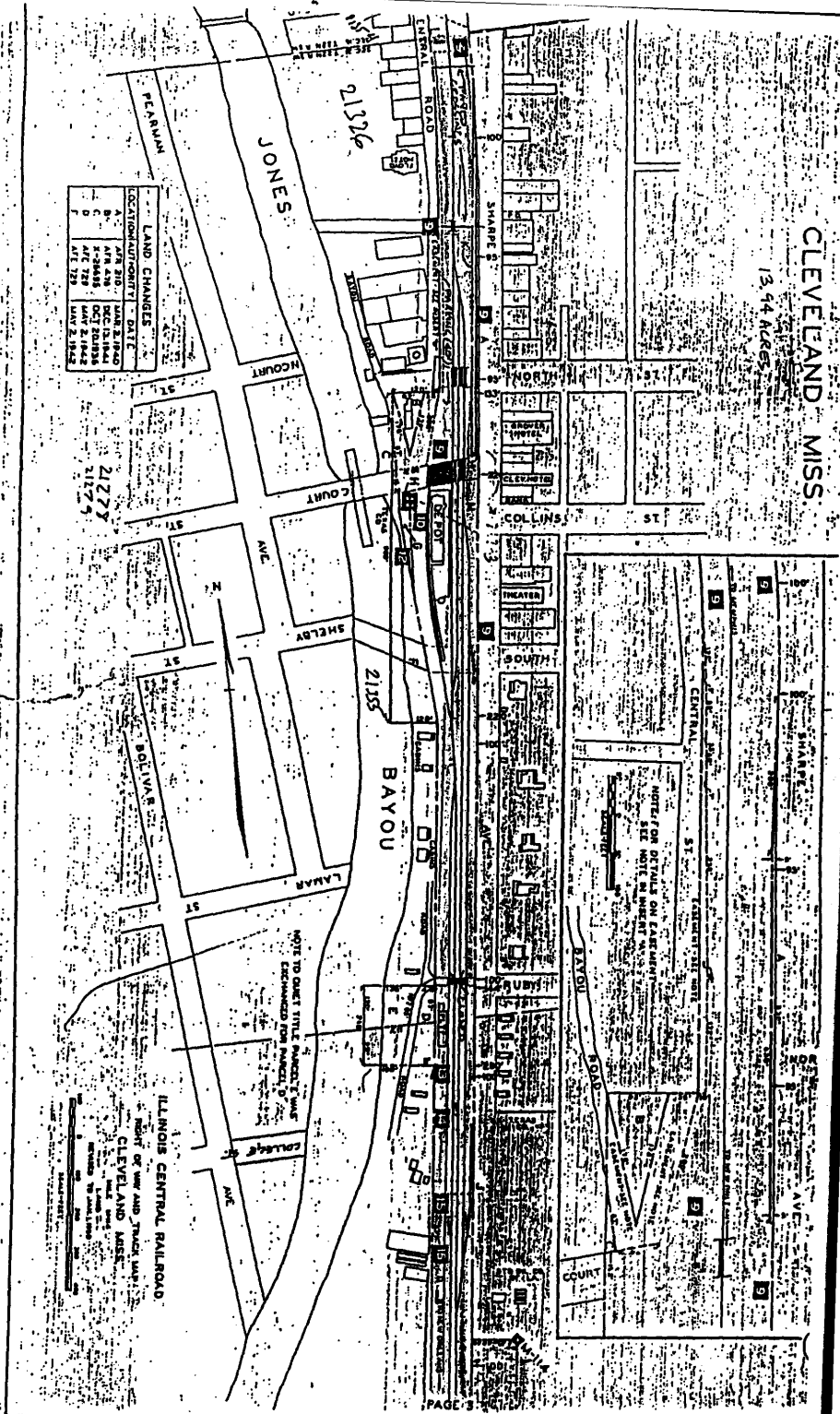
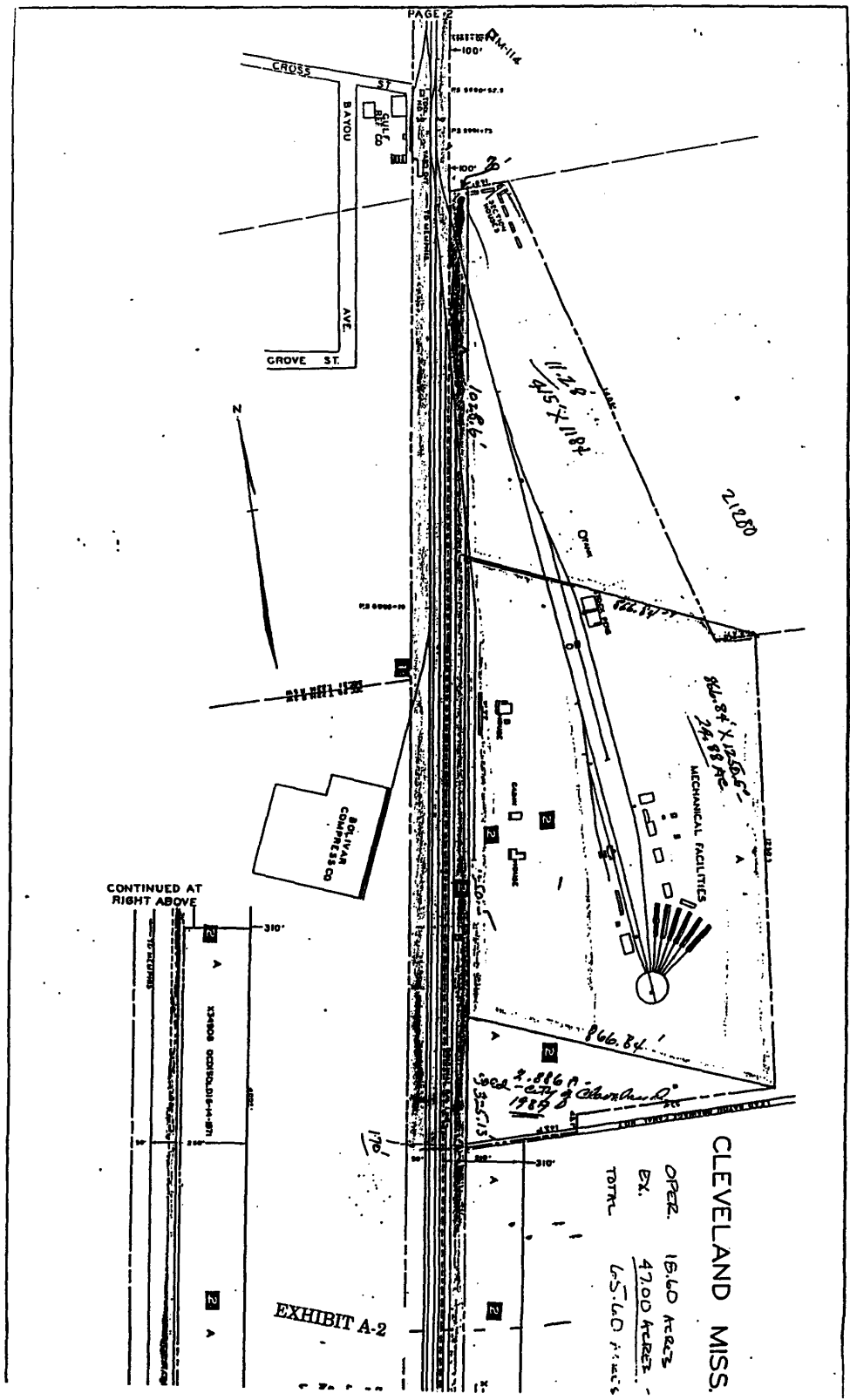
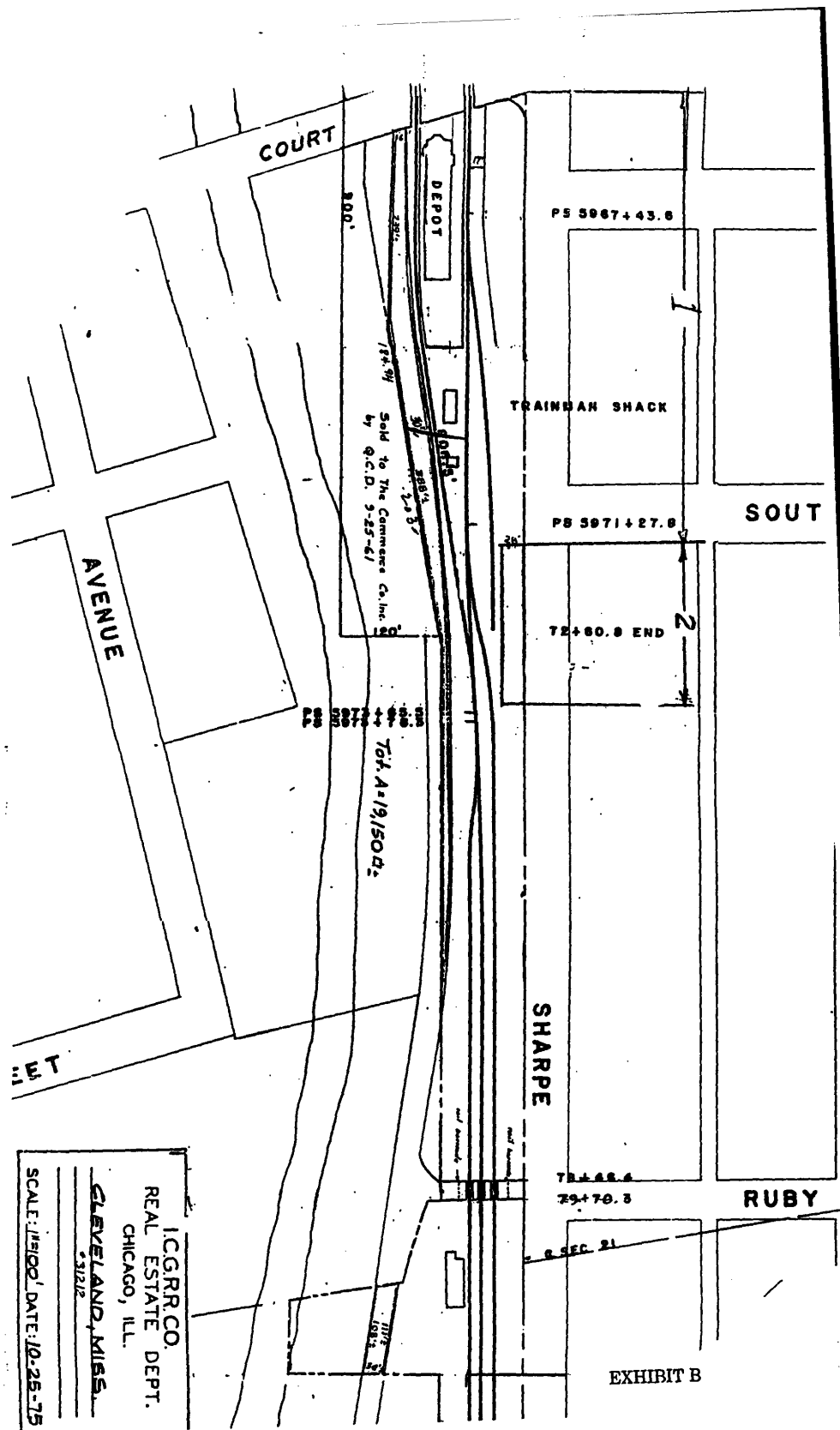


EXHIBIT A-1



# CLEVELAND MISS.

OPER. 15.60 ACRES  
 EX. 47.00 ACRES  
 TOTAL 62.60 ACRES



SCALE: 1"=100' DATE: 10.25.75

CLEVELAND, MISS.  
\* 31212

I.C.G.R.R.CO.  
REAL ESTATE DEPT.  
CHICAGO, ILL.

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

Exhibit B

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 7<sup>th</sup> day of September, 1999.

ATTEST:

Shelia M. Carr  
Secretary

CORPORATE SEAL

COLUMBUS AND GREENVILLE RAILWAY  
COMPANY

By: Toger D. Belle  
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 7<sup>th</sup> 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.

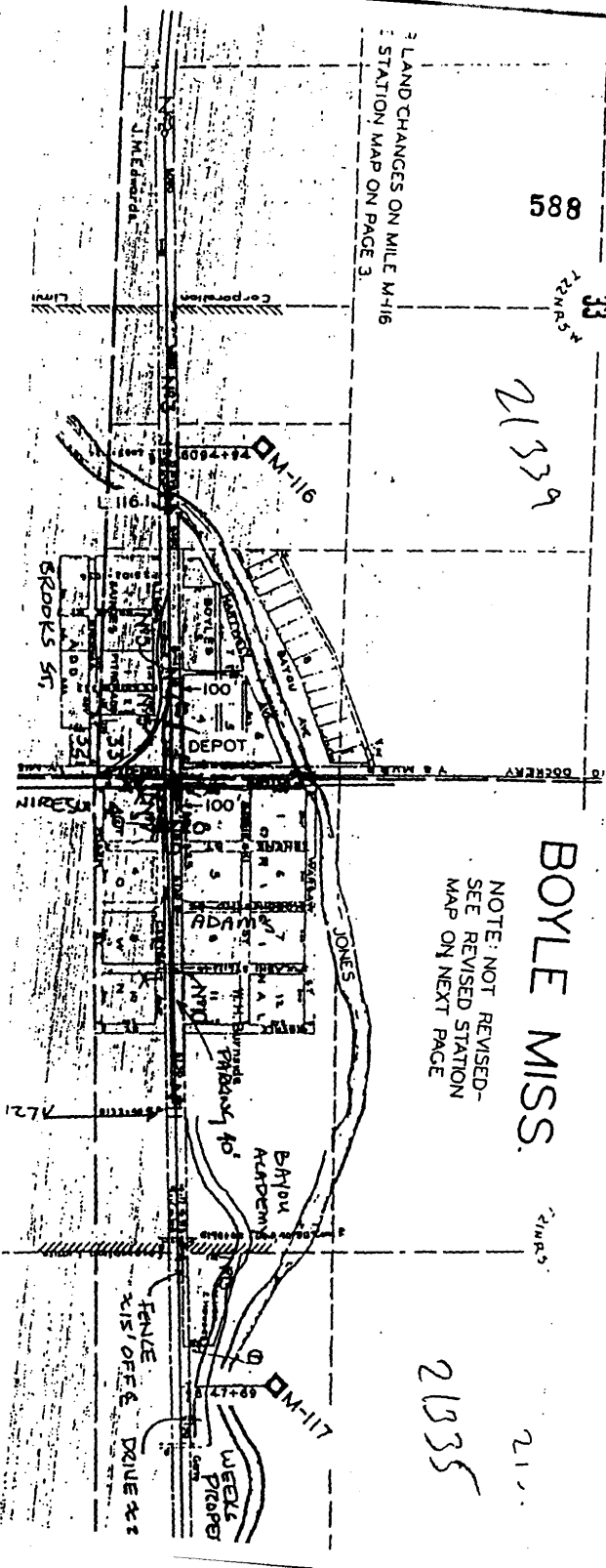
587  
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Dawson

588

33

21339

LAND CHANGES ON MILE M-16  
STATION MAP ON PAGE 3



BOYLE MISS.

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

21335

EXHIBIT A

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

Exhibit C

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  
30<sup>th</sup> 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 30<sup>th</sup> 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 39708

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

EXHIBIT D

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 STEBBINS 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 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..

