

Department of Engineering
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

August 12, 2020

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Request for Payment for Right-of-Way
Reunion Parkway Phase 3

The Engineering Department recommends that the Board accept the invoice for \$5,000.00 for acquisition of right-of-way for the Reunion Parkway Phase 3 Project from Illinois Central Railroad Company and to authorize the Comptroller to issue the check.

Check payment to:

Payee: Albert White Trust Account
for Illinois Central Railroad Company
204 Key Drive, Suite A
Madison, MS 39110

Right of Way Technology, Inc.
Consultant

Acquisition Agent: Mark Dye mrdye@me.com Mobile: (601) 650-0800
593 Risher Road Carthage, MS 39051

August 5, 2020

Brad Engles, P.E.
Senior Associate
Stantec
200 North Congress Street, Suite 600
Jackson, MS 39202-1917

RE: Reunion Parkway Road, Phase 3
FA Project: STP-6988-00(003)
MBOS Project: LPA 106992/701000 County: Madison
Work Assignment: 201902661 Parcel: 007-00-00-E
Illinois Central Railroad Company, Request For Acquisition Payment

Dear Mr. Engles,


The property owner has accepted the revised Fair Market Value Offer in the amount of \$5,000.00 and has executed the conveyance instruments. At your earliest convenience, please process for payment.

Inquiries may be directed to:

Illinois Central Railroad Company
John Dinning,
P.O. Box 2600
Jackson, MS 39207
(601) 914-2658
john.dinning@cn.ca

I am submitting the entire original parcel file along with the executed conveyance instruments for payment processing and for the permanent records of the Madison County Board of Supervisors. If there are any questions or if other information is needed, please advise.

Sincerely,



Mark Dye
Acquisition Agent

PROPERTY CLOSING CHECKLIST

Project # LPA 106992/701000 File # 007-00-00-E
Name Illinois Central Railroad Co
Date August 5, 2020 County Madison

Place a (v) check mark in the blank if the item checks out okay.

Place an (x) in the blank if there are any problems, and identify it in the remarks area. (If not applicable, show NA)

1. Check the payee name and address on the deed against the invoice. use name not initials.
2. Check the T.I.N. (tax id number) against tax form sheet (W-9) and invoices.
3. Check the FMVO against the deed, invoice, and appraisal. Be sure the invoice is broken down by Land, Improvements, and Damages.
4. Deed acreage should agree with, invoice, FMVO, and map.
5. Look for any special clauses that have been added to the deed. Make a note of which page they are on and that it has been initialed by the property owner and Acquisition Agent.
6. If any improvement is partially in the take area and on the remainder, the ingress/egress clause must be inserted in deed and initialed by Property Owner and Acquisition Agent.
7. Check Notary - (dates, notary Expiration dates, spelling of words, see if blanks above signature are filled in correctly. Notary acknowledgments should be checked for accuracy, i.e.: initials, dates, spelling, etc.)
8. All pages of deed should be initialed by property owner and Acquisition Agent.
9. Check the code numbers at the bottom of the invoice.
LAND-3120, unless X Deed- use 3160 Improvements - 3150 Damages - 3180
****USER CODE 1 code for X Deeds is 1
10. Check the Contaminated Active Sites Report in the Parcel Tracking System. If the property has not been cleared for acquisition, contact the Property Management Section before acquiring and get the status of the Parcel.
11. Are all mortgages, liens, and judgments taxes listed on the invoice?
Yes No
12. Attach contact record, closing statement and copy of row map showing acquisition area
13. Are all Q-deed and partial releases executed? Do not send warranty deed without them.
14. Check for proper documentation of Seals, Heirship forms, Life Estates, etc.
15. Administrative Adjustment amount, date and justification for adjustment.

REMARKS: Just recommendation amount revised by BOS from 2705.02 to 5,000.00. 3 copies of Administrative Adjustments

Date: 08/15/20 Agent: [Signature]

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Illinois Central Railroad Company

2 Business name/disregarded entity name, if different from above

dba CN

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

17641 S. Ashland Ave

6 City, state, and ZIP code

Homewood, IL 60430

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

3	6		2	7	2	8	8	4	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Benjamin A. Blain

Date ▶

3/28/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Project No: LPA 106992/701000
Parcel No: 007-00-00-E
County: Madison

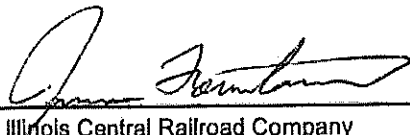
RESOLUTION AND ORDER

Whereas, under authority granted by Illinois Central Railroad Company a Illinois Corporation, James Fountain, P.E., whose title is Senior Manager of Real Estate, authorizes the sale and conveyance of a Permanent Easement to Madison County, Mississippi, a political subdivision of the State of Mississippi, for the above listed project and parcel.

Be it resolved that the above named officer of this corporation is hereby authorized, empowered and directed to execute and deliver unto Madison County, Mississippi a Permanent Easement for 0.63 acres of land in the amount of \$5,000.00.

That the principal terms of the transaction and the nature and amount of the consideration are approved under authority granted in the above named officer's duties pertaining to his/her title listed above.

Illinois Central Railroad Company
A Illinois Corporation
P.O. Box 2600
Jackson, MS 39207
(601) 914-2658

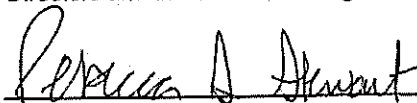


Illinois Central Railroad Company
By: James Fountain, P.E.
Senior Manager of Real Estate

STATE OF Illinois

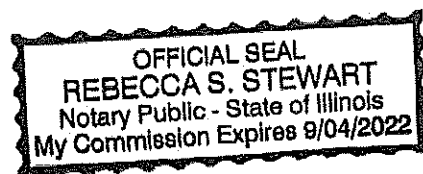
COUNTY OF Will

On this 27th day of July, 2020, before me appeared **James Fountain, P.E.**, to me personally known, who, being by me duly sworn did say that he is the **Senior Manager of Real Estate** of **Illinois Central Railroad Company**, and that the instrument was signed in behalf of the company by authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the company.



(NOTARY PUBLIC)

My Commission Expires: 9-4-22



ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:
Madison County, Mississippi, a body politic
125 West North Street
P.O. Box 608
Canton, MS 39046
Phone: 601-790-2590

Grantor Address:
Illinois Central Railroad Company
P.O. Box 2600
Jackson, MS 39207
Phone: (601) 914-2658

PERMANENT EASEMENT

INDEXING INSTRUCTIONS:

**NE 1/4 SW 1/4 OF SECTION 33, T8N, R2E,
MADISON COUNTY, MS**

Initial JD, MB,

ILLINOIS CENTRAL RAILROAD COMPANY
STANTEC PROJECT NUMBER 201902661
007-00-00-E

STATE OF MISSISSIPPI

COUNTY OF MADISON

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Madison County, Mississippi, a political subdivision of the State of Mississippi, for bridge, public improvements, grading, sodding, and other construction purposes on Project No. STP-6988-00(003) LPA/106992-701000, an easement through, over, on and across the following described land:

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83(93), grid values using a scale factor of 0.999956506 and a convergence angle of (+) 00 degrees 7 minutes 52.67 seconds as developed by the Mississippi Department of Transportation for Project No. STP-6988-00(003) LPA/106992-701000 and being hereafter referred to as "THE PROJECT".

COMMENCING at the iron pin found marking the Southeast corner of Section 33, Township 8 North, Range 2 East, Madison County, Mississippi, said corner being the point of determination of the above cited convergence angle and scale factor, and being defined as N 1086814.05, E 2371958.37 on the above referenced coordinate system:

Run thence, North 57 degrees 11 minutes 35 seconds West for a distance of 3741.58 feet to the point of intersection of the Grantor's apparent East property line with the proposed South right of way line of "THE PROJECT", said point is the **POINT OF BEGINNING**, and has the following coordinates: N 1088841.28, E 2368813.56;

Thence, North 68 degrees 58 minutes 00 seconds West along the proposed South right of way line of "THE PROJECT" for a distance of 100.06 feet to a point on the Grantor's apparent West property line;

Thence, North 23 degrees 05 minutes 04 seconds East along the Grantor's apparent West property line for a distance of 274.92 feet to a point on the proposed North right of way line of "THE PROJECT";

Initial JA, JD, _____

ILLINOIS CENTRAL RAILROAD COMPANY
STANTEC PROJECT NUMBER 201902661
007-00-00-E

Thence, South 66 degrees 34 minutes 51 seconds East along the proposed North right of way line of "THE PROJECT" for a distance of 100.00 feet to a point on the Grantor's apparent East property line;

Thence, South 23 degrees 05 minutes 04 seconds West along the Grantor's apparent East property line for a distance of 270.75 feet back to the **POINT OF BEGINNING**, containing 0.63 Acres more or less, and being situated in **THE NE 1/4 SW 1/4 OF SECTION 33, T8N, R2E, MADISON COUNTY, MS.**

Note: The centerline of "The Project" intersects the centerline of the railroad at "Canton Station 714.52".

The grantor herein further warrants that the above described property is no part of his homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

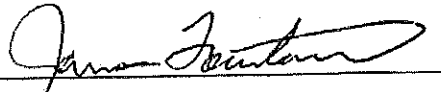
It is understood and agreed that the consideration herein named is in full payment and settlement of any and all damage and compensation which would be allowable under a decree were it rendered by the Court and jury in an Eminent Domain proceeding under the provision of the applicable laws and statutes of the State of Mississippi.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial JB, LD, _____

ILLINOIS CENTRAL RAILROAD COMPANY
STANTEC PROJECT NUMBER 201902661
007-00-00-E

Witness my signature this the 27th day of July A.D. 2020.

Signature 
Illinois Central Railroad Company

By: James Fountain, P.E., Senior Manager of Real Estate

STATE OF Illinois

COUNTY OF Will

Personally appeared before me, the undersigned authority in and for said county and state, on this, 27th day of July, 2020, within my jurisdiction, the within-named **James Fountain, P.E.**, who acknowledged that he is **Senior Manager of Real Estate of Illinois Central Railroad Company**, a Illinois corporation, and that in said capacity, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

 (NOTARY PUBLIC)

My commission expires: 9-4-22

Initial JF, JS

ILLINOIS CENTRAL RAILROAD COMPANY
STANTEC PROJECT NUMBER 201902661
007-00-00-E

Reunion Parkway
Project No. 007-00-00-E
Parcel No. 1
Vicinity ICRR Milepost 714.52
Madison, Mississippi
Madison County

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation duly authorized to do business in the State of Mississippi, hereinafter referred to as Grantor, for and in consideration of the sum of FIVE THOUSAND DOLLARS (\$5,000.00) and other good and valuable consideration, does hereby grant, so far as it lawfully may, to MADISON COUNTY, MISSISSIPPI, hereinafter referred to as Grantee, a permanent easement for the purpose of construction, renewal and maintenance of an overhead highway bridge, drainage, grading, sodding and other highway construction and maintenance purposes, hereinafter called "Structure", over, upon and across the following described premises in the vicinity of Grantor's Canton District Bridge No. 714.52 and track(s), Madison, Madison County, Mississippi, as shown on the print attached hereto and made a part hereof, and more particularly described as follows:

NOVEMBER 28, 2018
ILLINOIS CENTRAL RAILROAD COMPANY
007-00-00-E

INDEXING INSTRUCTIONS:
NE 1/4 SW 1/4 OF SECTION 33, T8N, R2E,
MADISON COUNTY, MS

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83(93), grid values using a scale factor of 0.999956506 and a convergence angle of (+) 00 degrees 7 minutes 52.67 seconds as developed by the Mississippi Department of Transportation for Project No. STP-6988-00(003) LPA/106992-701000 and being hereafter referred to as "THE PROJECT".

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Run thence, North 57 degrees 11 minutes 35 seconds West for a distance of 3741.58 feet to the point of intersection of the Grantor's apparent East property line with the proposed South right

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Thence, South 66 degrees 34 minutes 51 seconds East along the proposed North right of way line of "THE PROJECT" for a distance of 100.00 feet to a point on the Grantor's apparent East property line;

Thence, South 23 degrees 05 minutes 04 seconds West along the Grantor's apparent East property line for a distance of 270.75 feet back to the **POINT OF BEGINNING**, containing 0.63 Acres more or less, and being situated in **THE NE 1/4 SW 1/4 OF SECTION 33, T8N, R2E, MADISON COUNTY, MS.**

Note: The centerline of "The Project" intersects the centerline of the railroad at "Canton Station 714.52".

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the County, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof:

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.
2. Terms and conditions covering the construction and maintenance of said Structure across and upon said easement(s) and the expenses resulting therefrom shall be covered by a separate agreement between the Grantee and Grantor and, except as may be specifically provided in said separate agreement, all work set forth therein shall be performed at no expense to Grantor. It is expressly understood and agreed that no work of any sort shall be performed on said easement area(s) by the Grantee prior to the execution of said construction and maintenance agreement.
3. The Grantor reserves to itself, its grantees (other than the grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities

and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantee, which consent will not be unreasonably withheld.

4. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with plans and specifications which have been approved by Grantor's Vice President-Maintenance or his duly authorized representative, perform all work and furnish any material necessary for the construction and maintenance of the Structure. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant. The Project covered under this agreement shall be subject to the current Grantor's Right of Entry form, by reference made a part hereof, and to all applicable Federal and State laws, rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and procedures in general. With respect to reimbursement for work performed by the Railroad on behalf of the Project, Local Agency and Railroad shall be governed by the applicable provisions of the Federal-Aid Policy Guide (FAPG), as currently amended, which is also made part of this agreement by reference.

5. The Grantee or its Contractor shall, at all times, conduct his work in a manner satisfactory to the Grantor's authorized representative, and shall exercise care so as to not damage the property of the Grantor or to interfere with the operations of the railroad. The authorized representative will, at all times, have jurisdiction over the safety of the railroad operation, and the decision of the representative as to procedures which may affect the safety of railroad operation shall be final, and the Grantee or its Contractor must be governed by such decision.

6. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the State in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

7. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its current general safety regulations. Protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable to promote safety and continuity of rail

traffic during the progress of the work, for which said contractor(s) shall be required to reimburse the Railroad promptly upon receipt of the bills, and the Grantee shall withhold final payment to the said contractor(s) until the Railroad has notified Grantee that all such bills have been settled. For any such work which is performed by the Railroad for the Grantee's own forces, Grantee hereby agrees to so reimburse the Railroad upon the receipt of bills. Cost and expense for work performed by Railroad, as referred to in this Article, shall consist of the actual cost of labor, materials and related items, plus Railroad's standard additives in effect at the time the work is performed.

8. The Railroad shall prepare the detailed drawings, plans (including surveys and other engineering services), estimates of cost and any required specifications for the improvements proposed. These detailed plans, estimates and specifications shall be submitted to Grantee for its approval. No approved plan or specification shall be changed by the Railroad without written permission from the Grantee, excepting for minor changes necessitated by actual field conditions encountered at the time of construction or substitutions of equivalent materials as may be agreed upon by Railroad's and Grantee's respective representatives.

9. The Grantee shall prepare the detailed drawings, plans and specifications as may be required for any proposed improvements and shall perform or arrange for the performance of said items of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this agreement.

10. Each party will provide the necessary construction engineering and inspection for carrying out its work and the costs for such services shall be borne by the project. Any costs which may be incurred by the Railroad for inspecting the work performed by or on behalf of the Grantee, as said work may affect the properties and facilities of the Railroad, or the safety or continuity of train operations, shall likewise be deemed a project expense.

11. In the event the work to be performed by Grantee on or in close proximity to the Railroad's property, track(s) or other facilities is let by contract, Grantee shall require its contractor(s) to furnish evidence of Workmen's Compensation coverage and to maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractor's Public Liability and Property Damage Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) Contractor's Protective Public Liability and Property Damage Liability Insurance with the same limits as (A) if subcontractors are involved; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) naming Illinois Central Railroad Company as the insured and in a form of acceptable to the Railroad, and said insurance shall be primary as it relates to this contract. The Railroad shall be furnished with an original of the Railroad Protective Policy, and, in addition, certificate(s) of insurance evidencing the other insurance coverages specified herein. The Railroad Protective Policy and the certificate(s) of insurance must meet with the approval of the Railroad before any work shall be

commenced on Railroad's property or in close proximity to Railroad's tracks or other facilities by the said contractor(s).

12. After completion of the work contemplated under this agreement, the Grantee, at its sole cost and expenses, shall operate, own and perpetually maintain the grade separation structure and appurtenances constructed pursuant to this agreement. For the purpose of this Article, it is agreed maintenance shall include, but not limited to, routine inspections and repairs and any future rehabilitation, renewal and/or replacement of the structure, in whole or part as may be needed.

13. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

14. Subject to the provisions of the foregoing Section 12, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed by its proper duly authorized officers as of the 27th day of July, 2020.

ILLINOIS CENTRAL RAILROAD COMPANY

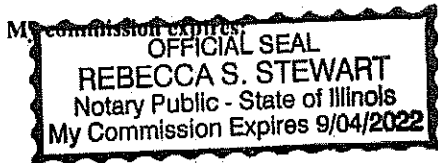
By: James Fountain

TITLE: James Fountain, P.E., Senior Manager of Real Estate

State of Illinois)
County of Will) ss.

On this 27th day of July, 2020, before me appeared James Fountain, P.E., to me personally known, who, being by me duly sworn did say that he is the Senior Manager of Real Estate of Illinois Central Railroad Company, and that the instrument was signed in behalf of the company by authority of its Board of Directors and that acknowledged the instrument to be the free act and deed of the company.

Rebecca S Stewart
(Notary Public)



APPROVED:

By: _____

Date: _____

TITLE:

Madison County, Mississippi

RAILROAD CROSSING CONTRACT

**REUNION PARKWAY, RAILROAD GRADE SEPARATION
PROJECT NUMBER LPA 106992/701000
MADISON COUNTY, MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF MADISON

This CONTRACT is made and entered into by and between Madison County, Mississippi (COUNTY), and Illinois Central Railroad Company (the "RAILROAD"), duly registered to do business in the State of Mississippi, whose address for mailing is Post Office Box 2600, Jackson, MS 39207, with a corporate headquarters mailing address of 17641 S. Ashland Ave, Homewood, Illinois 60430, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the COUNTY has laid out and proposes to construct the lanes of a section of that certain public road which has been designated as Reunion Parkway, Phase 3, said section being known as Federal - Aid Project Number STP-6988-00(003), Madison County, which as proposed, will pass over the tracks and across the right of way of the RAILROAD at the points designated as COUNTY Survey Station 73+11.262 which point is the intersection of the proposed centerline of the highway survey with the centerline of the RAILROAD'S track, said point being 3,006 feet South of Railroad Mile Post No. 714, in Madison, Mississippi; and,

WHEREAS, in the interest of public safety and convenience, the parties hereto deem it advisable and desire to separate highway and railway grades by means of a bridge and approaches to carry highway traffic over and above the railroad tracks at said point.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements of the parties hereto contained, to be kept and performed by the parties hereto, it is hereby agreed as follows:

- A. Under a separate agreement between the parties hereto (See Exhibit "A"), the RAILROAD shall grant to the COUNTY, insofar as it legally may, a permanent easement over and across the tracks of the RAILROAD, limited in width and length to the dimensions shown on the approved plans, for the construction and maintenance of the aforesaid overhead bridge and approaches and agrees to permit the construction and maintenance thereof in exchange for the compensation provided in payment for said easement and the performance of this contract as hereinafter provided.
- B. The construction and maintenance of said proposed overhead bridge and appurtenances shall be undertaken by the parties hereto upon and in accordance with the following terms, conditions and provisions.

1. The proposed bridge and appurtenances shall be constructed in accordance with the specifications referred to on the plans for the above project, whether or not the same are hereto annexed.

2. The COUNTY shall construct, or cause to be constructed, in accordance with the said plans and specifications, the overhead bridge, the approach fills, the highway surfacing and all other highway facilities.

3. The Railroad agrees there will be no expense incurred by it for adjustment of Railroad facilities, under the proposed plan dated April 24, 2019, however reserves the right to bill the COUNTY for work done because of changes to the plans or future maintenance requirements in the future.

4. Engineering and accounting expense incurred in the handling of the current project by the Railroad shall be in accordance with the provisions of the FHWA Federal-Aid Policy Guide interpreting 23 CFR part 140 (I) and 23 CFR Part 646(B). The estimated cost of work to be performed by the RAILROAD for Engineering, Inspection and Accounting for the account of the COUNTY is a lump sum amount of \$ _____, as shown on the attached estimate dated _____, attached hereto as Exhibit "B" and made a part hereof.

5. It is understood that the COUNTY will contract out the construction of said bridge, as referred to herein, to an independent contractor and in the contract therewith shall specify that it shall be the contractor's responsibility to obtain any flagging services that may be required during the course of this project. All flagging services shall be performed by RAILROAD or RAILROAD-approved flagging contractors only. Flagging services provided by a RAILROAD or RAILROAD-approved flagging contractor will be required whenever agents, employees or equipment of the COUNTY or any of its contractors or subcontractors on this project shall be within twenty-five feet (25') of the nearest rail of RAILROAD'S tracks or using equipment that has a boom, reach or extension with the combination of the load which may have the potential to swing or fall so that it becomes within 10 feet of the nearest track, (shall be considered fouling the track), unless otherwise waived in writing by RAILROAD. The COUNTY shall have any liability to the RAILROAD or any other entity or person for the action or inaction of said flagging personnel, except to the extent that said action or inaction was directed by the COUNTY, or its or their agents. The COUNTY's contractor shall contract directly with the RAILROAD- for all flagging services required by construction of the project within or above RAILROAD's right-of-way, and shall pay them directly. All final billing for flagging services shall be submitted to the CONTRACTOR no later than one year after completion of the project or RAILROAD will not be paid therefore. A copy of the "flagging request form" has been attached as exhibit "D" which the contractor shall fill out to request flagging services.

6. For all items of work and expense authorized by this agreement, the Railroad shall invoice the COUNTY in care of:

Madison County, Mississippi
P.O. Box 608
Canton, MS 39046

7. All work done by the COUNTY on the RAILROAD'S right-of-way shall be done in a manner satisfactory to the Chief Engineer for the RAILROAD, or his authorized representative, and shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of the trains or traffic upon the tracks of the RAILROAD. The COUNTY agrees to require its contractor to use all reasonable care and precaution in order to avoid accident, damage, or unnecessary delay or interference with the RAILROAD'S train or other property.

8. Upon completion of the project, the COUNTY shall, at its own cost and expense, maintain or by agreement with others, provide for the maintenance of the bridge structure, approach grades and all other highway facilities, except that in the event of damage to the structure caused by, or resulting from the sole negligence of the RAILROAD, the COUNTY shall make, or have made, the repairs necessary to restore the structure substantially to its former condition, and the railroad shall promptly, upon receipt of bills tendered by the COUNTY, reimburse the COUNTY for the actual cost of such repairs.

C. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal government and expended under Federal Regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all laws, rules, regulations, orders and approvals applying to it as a Federal-Aid Project; and that the COUNTY shall reimburse the RAILROAD for only such items of work and expense as are properly authorized, and in such amounts and forms as are proper and eligible for payment according to the FHWA Federal-Aid Policy Guide.

D. The COUNTY agrees that in every contract it lets for the overpass structure to carry said highway over the tracks of the RAILROAD, the contractor will be required to carry insurance in accordance with Subsection 107.14.2.2 of the Mississippi Standard Specifications for Road and Bridge Construction (2017) and will be required to comply with Section 107 of said Specifications at all times.

E. This contract may be revoked by either party upon written notice to the other until such time as the Project is advertised for bids by the COUNTY.

F. The parties hereto represent each to the other that they have the legal authority to enter into this agreement as evidenced by the appropriate commission order, corporate resolution and/or power of attorney, as identified below, certified copies of which will be provided upon request.

Witness this my signature in execution hereof, this the _____ day of _____, 2020.

MADISON COUNTY, MISSISSIPPI

BY: _____

ILLINOIS CENTRAL RAILROAD COMPANY

BY: _____

MADISON COUNTY BOARD OF SUPERVISORS

CONTACT REPORT

PROJECT: LPA 106992/701000 COUNTY: Madison FILE NO: 007-00-00-E

OCA:

Land Owner(s) and Contact Information

Illinois Central Railroad Company
P.O. Box 2600
Jackson, MS 39207
(601) 914-2658
john.dinning@cn.ca

List Liens, mortgages or judgments:

N/A - Easement Interest Only

Address any unpaid taxes:

N/A - Easement Interest Only

PROPERTY CONTAMINATED? N
IS PROPERTY HOMESTEADED? N

APPRAISAL DETAILS

Date agent received: 05/31/19 Appraisal or Waiver Valuation? Appraisal
Appraiser name and ph: Jeb Stewart Size of acquisition area: 0.63 Acres E
 (601) 855-7777

DATE OF FMVO: 11/08/19 AMOUNT OF FMVO: \$ 2,205.00

ADMINISTRATIVE ADJUSTMENT APPROVED? N If yes, Amount: N/A
AMOUNT OF DEED INCLUDING ADMINISTRATIVE ADJUSTMENT: N/A

IS RELOCATION INVOLVED? N

DATE DEED(S) SIGNED: 07/27/20
DATE PAY-PACKAGE SUBMITTED (MAILED OR HANDED IN): 08/05/20
OR
DATE FILE SUBMITTED FOR EMINENT DOMAIN: N/A

Reunion Parkway Road, Phase 3

DATE:

07/30/19

I received an email from Mr. Tim Rayborn, the Railroad Liaison with the Mississippi Department of Transportation. He attached a copy of the latest Railroad Crossing Contract MDOT obtained with CN/ICRR. He advised I may need to modify section four of the contract, if the funding is

anything other than Federal. I sent Mr. Raybom an email inquiring if the railroad or the project engineer will provide the estimate in section four of the contract.

07/31/19 The project engineer, Mr. Brad Engels, sent an email to Mr. John Dinning, with the CN/ICRR railroad, informing him I would be contacting him to acquire permanent easement. The email included prior emails in which the right of way plans, construction drawing, legal description, and permanent easement were sent to Mr. Dinning.

08/26/19 Mr. Engels sent an email to Mr. Dinning inquiring if he had a chance to prepare the easement and construction/maintenance agreement.

09/11/19 Mr. Engels sent an email to Mr. Dinning requesting a follow up on previous emails sent.

11/04/19 I visited Mr. Dinning's office, but he was not there. Ms. Penny, the lady in the office, contacted Mr. Dinning by telephone and scheduled an appointment for me with him for Friday, 11/08/19 at 1:00pm.

11/07/19 Mr. Engels sent an email to Mr. Dinning that included previous emails and attachments.

11/08/19 I contacted Mr. Dinning by telephone and advised an offer had been approved by the Madison County Board of Supervisors. I advised I looked forward to our meeting at 1:00pm today. I advised I would provide a written offer and conveyance documents at that time. Mr. Dinning requested I email the offer documents to him as well as providing a hard copy. I advised I would email the documents, and requested he confirm receiving them by replying to my email. I informed him I would discuss the offer with him at our meeting and I would contact him at a later date to further discuss the offer if needed.

I emailed the offer documents to Mr. Dinning, and requested he reply to my email to confirm receipt of the offer documents. Included by attachment in the documents emailed was a 'Citizen's Right of Way Acquisition Guide', and an Introductory Letter that contained my contact information, and information about the project and acquisition process. Also included were Fair Market Value Offer, a copy of the conveyance instruments, a project drawing with the acquisition area highlighted, and a W-9 Form.

A Fair Market Value Offer was provided to acquire 0.63 acres of land via Permanent Easement valued at \$2,205.00.

I received an email from Mr. Dinning advising that the railroad had a significant amount of mapping and recording cost involved in an acquisition. He advised that the minimum cost to cover their work is \$5,000.00 with sale of easement.

I met Mr. Dinning at his office and informed Mr. Dinning the value of the property interests being acquired had been determined by an appraiser, who completed an appraisal report that had been reviewed by a review appraiser. I advised the appraisal amount that had been approved by the Madison County Board of Supervisors is the amount of the offer I provided. He advised the railroad requires some particular wording on its conveyance documents. He marked up the offer documents to show me how they prefer the offer to be worded. I advised that the Madison County Board of Supervisors would have to approve the adjustment, and I would submit the request with my recommendation. Mr. Dinning was very receptive.

11/12/19 Since I learned of the mapping issue in meeting with Mr. Dinning, I sent an email to Ms. Sharen Willis, with Mississippi Department of Transportation. I explained that the Illinois Central Railroad Company had advised me that their minimum fee to grant an easement is \$5,000.00. I

advised her the Fair Market Value Offer was only \$2,205.00 and the adjustment is greater than 10%, requiring MDOT's approval. I attached the justification. Ms. Willis contacted me by telephone and advised I have the BOS approve the change. After reviewing Mr. Dinning's notes about the easement, I sent him an email advising I will send his request for the surveyor to include the railroad crossing at Canton Station 714.52 in the survey and legal description. I informed him I noticed he wants the word bridge used instead of public, and if so a particular sentence would read "...Supervisors for the bridge improvements, grading..." I asked if that is correct or was it bridge and public. I also asked if the person who would be signing the conveyance documents name is Authden L. Spiros. I advised I am to change the acknowledgement on the resolution to a notary acknowledgement. I advised I would make what ever changes are necessary. I contacted Mr. Dinning by telephone and he advised the person that will sign our offer documents name is Authur L. Spiros, Sr. Manager of Real Estate. I sent an email to Mr. Engels advising him that Mr. Dinning had requested the legal description include the project centerline crossing the railroad at Canton Station 714.52. I advised he wants this included in the MSWord legal description that we are to send him I requested he send it to me as well. Mr. Matt Rankin, the surveyor, sent me the updated legal description requested by Mr. Dinning.

- 01/07/20 I received an email from Mr. Engels advising the revised offer amount had been approved by the Madison County Board of Supervisors.
- 01/08/20 I sent Mr. Engels an email requesting \$5,000.00 Established Just Compensation be signed.
- 01/27/20 I received the revised Established Just Compensation requested above.
- 01/30/20 I visited Mr. Dinning's office. He was out of the office. I sent him an email with the updated conveyance documents attached. I advised him that the Madison County Board of Supervisors had approved an additional \$5,000.00 as he had requested.
- 01/31/20 I sent an email to Mr. Dinning and requested he let me know if he received the email I sent yesterday with the offer and conveyance documents attached. I requested a time to meet with him if he wanted. He replied to my email requesting I contact him by telephone next week.
- 02/03/20 I met with Mr. Dinning at his office. He advised that Mr. Spiros is to visit his office next week. We discussed the offer documents. I provided copies of the conveyance and offer documents and I requested he present them to Mr. Spiros to sign next week. He advised that Mr. Spiros is retiring in April and that will be his last visit to his office before retirement.
- 02/14/20 I contacted Mr. Dinning by telephone and he advised that Mr. Spiros had visited his office, but Mr. Dinning could not meet with him because of flooding problems with the railroad. He advised he would mail the conveyance and offer documents to him this date.
- 03/04/20 I sent an email to Mr. Dinning reminding him he had advised me that he was going to mail our conveyance and offer documents to Mr. Spiros around the middle of February. I inquired if he had heard from Mr. Spiros or if he had received the signed documents. I received an automatic reply from Mr. Dinning advising he will be out of his office March 3th - March 5th traveling on company business with very limited access to email and phone.
- 03/27/20 I attempted to contact Mr. Dinning by telephone, but he did not answer my telephone contact. I sent him an email asking if Mr. Spiros had signed our offer and conveyance documents. He replied advising me that the offer documents are in Homewood, Mississippi for Mr. Spiros signature. He advised me that he could not say when he would sign the documents because of the Coronavirus, most of the staff is currently working from home.

04/08/20 I sent Mr. Dinning an email requesting him to prompt Mr. Spiros to sign our offer documents.

04/30/20 I sent Mr. Dinning an email and inquired if Mr. Spiros had retired. I advised we have reached an agreement with all the other owners affected by this proposed project. I advised we are in the process of getting the few remaining deeds signed. I requested he urge Mr. Spiros to sign the documents as soon as possible.

05/05/20 Mr. Engels sent Mr. Dinning an email requesting an update on where they are concerning signatures on the offer documents.

05/15/20 I sent Mr. Dinning an email inquiring if Mr. Spiros had retired or if Mr. Dinning himself had retired, since I have not heard from him since March 27, 2020. I received an email from Mr. Dinning replying that Mr. Spiros had retired. He advised he is waiting on a replacement for Mr. Spiros. He advised that is why he had not provided the signed offer documents. I replied to his email requesting if I need to send a deed with another name on it.

06/05/20 I sent an email to Mr. Dining inquiring if Mr. Spiros had retired. I requested, if Mr. Spiros had retired, his replacement's name and title so our documents could be revised and sent for signature.

07/23/20 I sent an email to Mr. Dining inquiring if Mr. Spiros replacement's contact information is available. I informed him the County was insisting we complete acquisitions for the project, and if he was not able or willing to respond, I would need to recommend the easement be acquired through eminent domain proceedings.

Mr. Dining replied to my email advising that James Fountain, P.E. is Mr. Spiros replacement and his title is Senior Manager of Real Estate. I revised the conveyance documents for Mr. Fountain to sign and emailed them to Mr. Dining for review. Mr. Dining replied to my email with minor changes, which I made and emailed back to him for review. Mr. Dining replied requesting 3 copies of the documents be printed and mailed to Mr. Fountain for signature.


07/25/20 I mailed three copies of the conveyance documents to Mr. Fountain, and a included self addressed stamped envelope for their return.

07/31/20 I received the signed documents in the mail.

END OF CONTACT RECORD

DATE:

RIGHT OF WAY ACQUISITION AGENT:
 MARK DYE, SR/WA, R/W-RAC



ROW-205
(Rev. 2-84)

MADISON COUNTY BOARD OF SUPERVISORS

FAIR MARKET VALUE OFFER (REVISED)

NAME: Illinois Central Railroad Company DATE: January 30, 2020
PROJECT: LPA 106992/701000

ADDRESS: P.O. Box 2600 COUNTY: Madison
Jackson, MS 39207
ROWPARCEL(S): 007-00-00-E

It is necessary that the Madison County Board of Supervisors acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument(s).

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/ value determination in the amount of \$ 5,000.00.

Appraisal. Waiver Valuation. This Waiver Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.


The real property improvements being acquired are none.

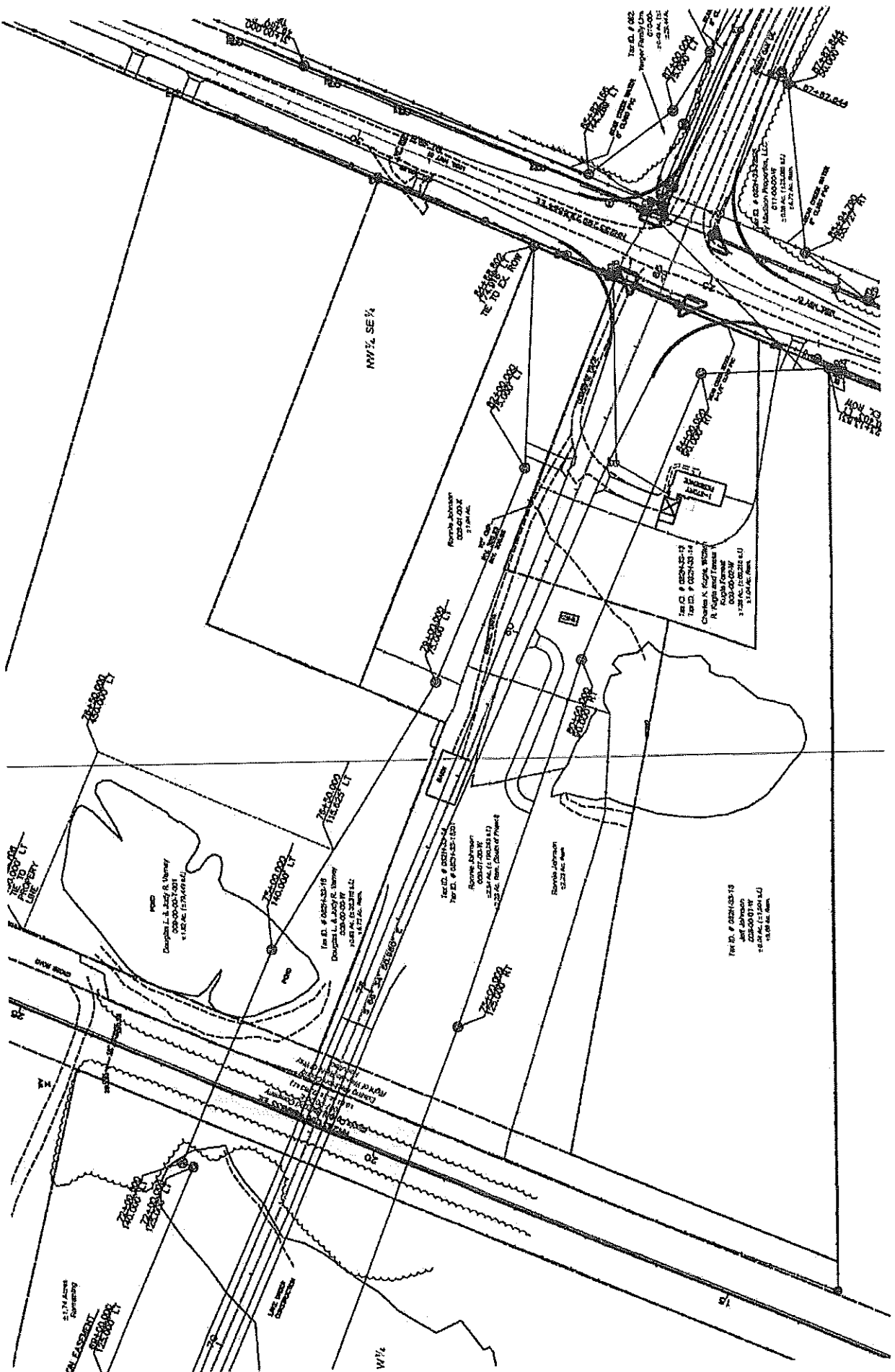
The following real property and improvements are being acquired but not owned by you none.

Separately held interest(s) in the real property are valued at \$ N/A These interests are not included in the above fair market value offer.

Land Value:	0.63 Acres	Permanent Easement	\$	<u>5,000.00</u>
Improvements:			\$	<u>0.00</u>
Damages:			\$	<u>0.00</u>
Total Fair Market Value Offer			\$	<u>5,000.00</u>

NOTE: All interests must be acquired by the BOS before any payment will be made.


Right of Way Acquisition Agent
Madison County Board of Supervisors



MAY 1/2 SE 1/4

W 1/2

RELEASED

Douglas L. & Judy R. Henry
1.82 AC (579.49 S.F.)

Douglas L. & Judy R. Henry
1.82 AC (579.49 S.F.)

Randy Johnson
2.22 AC (76,320 S.F.)

Randy Johnson
2.22 AC (76,320 S.F.)

Randy Johnson
2.22 AC (76,320 S.F.)

Charles K. Adams, Sr.
R. Adams and Truesdell
1.22 AC (42,000 S.F.)

Randy Johnson
2.22 AC (76,320 S.F.)

Tracy D. & Gail
Tracy Family Co.
1.22 AC (42,000 S.F.)

Tracy D. & Gail
Tracy Family Co.
1.22 AC (42,000 S.F.)

Tracy D. & Gail
Tracy Family Co.
1.22 AC (42,000 S.F.)

2.74 Acres
Approximate

20

12

12

12

USPS TRACKING # 9114 9999 4431 4240 6416 79
& CUSTOMER RECEIPT For Tracking or inquiries go to USPS.com
or call 1-800-222-1811.

- Return Tracking #

CARTHAGE
201 N PEARL ST
CARTHAGE, MS 39051-9998
271300-0051
(800)275-8777
07/25/2020 09:13 AM

Product	Qty	Unit Price	Price
Priority	1	\$7.75	\$7.75
PM 2-Day	1	\$7.75	\$7.75
Flat Rate Env			
Domestic			
Homewood, IL 60430			
Flat Rate			
Expected Delivery Day			
Tuesday 07/28/2020			
USPS Tracking #			
9505 5148 1621 0207 2038 23			
Insurance			\$0.00
Up to \$50.00 included			
Total:			\$15.50

Tracking # sent to James Fountain

Credit Card RemIt'd \$15.50
Card Name:MasterCard
Account #:XXXXXXXXXX9730
Approval #:09094P
Transaction #:170
AID:A0000000041010 Chip
AL:MASTERCARD
PIN:Not Required CAPITAL ONE

Due to limited transportation availability as a result of nationwide COVID-19 impacts package delivery times may be extended. Priority Mail Express® service will not change.

Includes up to \$50 insurance
Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm>

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Illinois Central Railroad Company
Parcel No: 007-00-00-E
Project No: 106992-701000
County: Madison

Under the authority conveyed to me by the Madison County Board of Supervisors, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, Gerald Steen, President of the Madison County Board of Supervisors do hereby establish the Madison County Board of Supervisors' offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$5,000.00.

Signed  Date 1/21/20

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

ROW-205
(Rev. 2-94)

MADISON COUNTY BOARD OF SUPERVISORS

FAIR MARKET VALUE OFFER

NAME: Illinois Central Railroad Company DATE: November 8, 2019
PROJECT: LPA 106992/701000

ADDRESS: P.O. Box 2600 COUNTY: Madison
Jackson, MS 39207

ROWPARCEL(S): 007-00-00-E

It is necessary that the Madison County Board of Supervisors acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument(s).

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/ value determination in the amount of \$ 2,205.00.

Appraisal. Waiver Valuation. This Waiver Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are none.

The following real property and improvements are being acquired but not owned by you none.

Separately held interest(s) in the real property are valued at \$ N/A These interests are not included in the above fair market value offer.

Land Value:	0.63 Acres	Permanent Easement	\$	<u>2,205.00</u>
Improvements:			\$	<u>0.00</u>
Damages:			\$	<u>0.00</u>

Total Fair Market Value Offer \$ 2,205.00 5,000

NOTE: All interests must be acquired by the BOS before any payment will be made.

[Signature]
Right of Way Acquisition Agent
Madison County Board of Supervisors

F0008

2018142675

Fee: \$ 25



DELBERT HOSEMANN
Secretary of State

Business ID: 563518
Filed: 04/10/2018 04:31 PM
C. Delbert Hosemann, Jr.
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

2018 Corporate Annual Report

Business Information

Business ID: 563518

Business Name: ILLINOIS CENTRAL RAILROAD
COMPANY

State of Incorporation: IL

Business Email:
FiledStatus_AR_MS@cscglobal.com

Phone: (***)***_****

FEIN: **_*****

Principal Address: 17641 S. Ashland Avenue
Homewood, IL 60430-1345

Registered Agent

Name: CORPORATION SERVICE COMPANY

Address: 5760 I-55 North, Suite 150
Jackson, MS 39211

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Illinois Central Railroad Company
Parcel No: 007-00-00-E
Project No: 106992 / 701000
County: Madison

OBSCLETE

Under the authority conveyed to me by the Madison County Board of Supervisors, and based on the approved appraisal for the above-named property, which is inclusive of all componsable interests, I, Trey Batten, President of the Madison County Board of Supervisors, do hereby establish the Madison County Board of Supervisors' offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$2,205.

Signed



Date 7/1/19

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (I's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.


ACQUISITION AGENT'S STATEMENT

Reunion Parkway Road, Phase 3
Federal Project: STP-6988-00(003)
LPA Project: LPA 106992/701000
County: Madison
Parcel: 007-00-00-E
Owner: Illinois Central Railroad Company

1. All considerations agreed on by the above named owner/s and the Right of Way Agent signing this statement are embodied in the instrument of conveyance, there being no oral agreements or representations of any kind.
2. The considerations embodied in the instrument of conveyance on the above mentioned project and parcel number was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party whose name/s appears on this instrument.
3. The undersigned Right of Way Agent understands that the parcel/s covered by the above mentioned project and parcel number/s may be being secured for the use in a Federal Aid Project.
4. The undersigned Right of Way Agent has no direct indirect, present or contemplated future personal interest in the above mentioned parcel/s or will in any way benefit from the acquisition of such property.

Date: August 5, 2020

Signed: _____


Mark Dye
Right of Way Technology, Inc.

Marta Mcknight

From: Timothy Bryan
Sent: Wednesday, August 5, 2020 1:12 PM
To: Marta Mcknight
Subject: FW: Reunion Parkway - 7 Railroad Invoice
Attachments: 7 Invoice.pdf; 2020_08_05_09_49_24.pdf

Agenda item

-----Original Message-----

From: Engels, Brad <brad.engels@stantec.com>
Sent: Wednesday, August 5, 2020 11:11 AM
To: Timothy Bryan <tim.bryan@madison-co.com>
Cc: Na'Son White <Nason.White@madison-co.com>; Shelton Vance <Shelton.Vance@madison-co.com>
Subject: FW: Reunion Parkway - 7 Railroad Invoice

CAUTION! External Content. Please use caution when opening attachments and links. Do not provide your username and password if requested.

Na'Son,

Please cut a check for \$5,000 to Al's trust for the railroad.

Thanks,

Brad

Senior Associate

Direct: 601 853-3780
Mobile: 601 405-7860

Stantec

stantec.com

The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

-----Original Message-----

From: mrdye@me.com <mrdye@me.com>
Sent: Wednesday, August 05, 2020 10:03 AM
To: Engels, Brad <brad.engels@stantec.com>
Cc: Albert White <albertwhite@abwhite.com>
Subject: Reunion Parkway - 7 Railroad Invoice

Brad,

Invoice and acquisition file for Illinois Central Railroad Company attached.

Please submit invoice to the BOS for approval and payment processing to AI's trust account.

I'll deliver the original file to AI today.