

A Collection of Information  
for the  
Katy Trail  
and  
Rock Island Trail  
in  
Missouri

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## Introduction

As a Land Surveyor-in-training, I began working for the Missouri Department of Natural Resources on January 10, 2000 in the State Land Survey Program in Rolla, Missouri. On March 1, 2001, I was transferred to the State Park Survey Unit, where I would lead the unit under the direct supervision of Orvis D. "Dan" Lashley.

The State Park Survey Unit, originally known as the Boundary Survey Team and more recently as the Survey Crew, was created on July 1, 1979 as a special arrangement between the Division of State Parks and the Division of Geology and Land Survey, both within the Missouri Department of Natural Resources. Under this arrangement, the State Land Survey Program would hire, house and supervise the Survey Unit, while State Parks would pay salaries, benefits and expenses and provide equipment and a vehicle. The Survey Unit was to work exclusively on State Parks projects. This arrangement was intended to be a cooperative effort to address the complimentary objectives of the two Divisions.

John Michael "Mike" Flowers, LS 1898, was the first State Park Surveyor and served from 1979 until 1986, when he advanced to a Section Chief position within the State Land Survey. He was followed by Darrell D. Pratte, LS 2126, who served from November 1986 until 1990, when he transferred to a Project Surveyor position in the State Land Survey. Next, Richard W. Reese, LS 2162, served from 1990 until 1995, when he, too, transferred to a Project Surveyor position in the State Land Survey. Then C. Leon McGee from Illinois, LS 2550, served from 1995 until February 28, 2001, when he moved to a position with the Missouri Department of Conservation in Jefferson City, Missouri. These four gentlemen served for a total of 21 years and 8 months.

On June 24, 2002, I was licensed as a Professional Land Surveyor in Missouri, LS 2002014098, and took full responsibility for the State Park Survey Unit.

on August 28, 2013, the State Land Survey Program was legislatively moved from the Missouri Department of Natural Resources to the Missouri Department of Agriculture. This separation nullified the former arrangement concerning the State Park Survey Unit. The Survey Unit remained in the Missouri Department of Natural Resources and was incorporated into the Division of State Parks. The Survey Unit continued to be officed in Rolla, Missouri, until September 2016, when it was moved to the State Parks Central Office in Jefferson City, Missouri.

From the beginnings of the Katy Trail, the State Park Survey Unit has been involved in boundary surveys of parts of the railroad corridor and has maintained custody of many of the records that are available. This document is an attempt to inform about the information that is available, where to find it and how to use it.

This document cannot at this time be a complete work, since the Rock Island Trail is still evolving and yet to be developed in its entirety. It is anticipated, therefore, that this document will be updated later as more information is made available.

I hope you find this information useful in your interaction with the Katy Trail and Rock Island Trail.

Steven E. Weible  
Professional Land Surveyor  
Jefferson City, MO

# Chapter 1

## The National Trails System Act

### Section 1.1 The National Trails System Act of 1968

After World War II, America's population was growing and disposable incomes were on the rise, leading to a greater demand for outdoor recreational opportunities. The idea of a national system of trails began to find its way into Federal legislative efforts as early as 1945. By the 1960s the demand for walking, hiking and bicycling trails had surpassed available opportunities (*Trails for America*).

President Lyndon B. Johnson expressed his support for a national system of trails to the U.S. House of Representatives in his February 8, 1965 message on "Natural Beauty." He called for a balance of recreational trail opportunities in both urban and rural areas and noted that full use should be made of rights-of-way and other public paths. He directed the Secretary of the Interior to work with his colleagues in the Federal government as well as State and local leaders to recommend a cooperative program to encourage a national system of trails (Congressional Record, February 8, 1965, pg 2087). The Secretary of the Interior began working on this directive by requesting a study from which appropriate legislation could be drafted.

This nationwide trail study was conducted by the Bureau of Outdoor Recreation within the U.S. Department of the Interior and resulted in the 1966 publication entitled, "Trails for America" (GPO). The study examined existing and potential opportunities for national scenic trails, park and forest trails and metropolitan area trails. It also recognized that public utility rights-of-way for electric, telephone, telegraph and natural gas transmission lines and abandoned railroad corridors and even canal banks provided special opportunities for trail development. It further stated that "*all Federal agencies having jurisdiction over the allocation and use of such rights-of-way should cooperate fully in the development of trails*" and "*State agencies having similar jurisdiction also should encourage and support development.*"

The findings and recommendations of this study led to the introduction of legislation in 1966. Eventually the proposal found its final form in the National Trails System Act of 1968 (Public Law 90-543; 82 Stat 919; 16 U.S.C. 1241 *et seq*). This Act established a national system of recreation trails, scenic trails and connecting trails and created the standards and methods by which additional trails could be added to the system. National recreation trails were intended to provide a variety of outdoor recreation uses reasonably accessible to urban areas. National scenic trails were intended to be extended trails, providing enjoyment of nationally significant scenic, historic, natural or cultural outdoor areas. The Appalachian Trail and the Pacific Crest Trail were designated as the first national scenic trails. Connecting trails were intended to provide additional points of public access to or connections between national recreation trails or national scenic trails.

Section 8 of the Act directed the Secretary of the Interior, the Secretary of Agriculture and the Secretary of Housing and Urban Development to encourage State and local agencies, private interests and nonprofit organizations to establish trails in parks, forests and urban areas.

Section 9(b) of the Act acknowledged the potential for trails along roadways, utility rights-of-way and similar properties. Federal agencies having jurisdiction over use, abandonment

or disposition of these were directed to cooperate with the Secretary of the Interior and the Secretary of Agriculture to ensure that suitable properties were made available for trail use.

## **Section 1.2 The Railroad Revitalization and Regulatory Reform Act of 1976**

Railroads had developed rapidly in the 1800s to satisfy the need to move passengers and freight over long distances as the nation developed and expanded. As time passed, however, railroads began to lose market share to other forms of transportation. By the 1970s railroad activity had declined significantly and needed reform if it was to continue as a viable means of transportation. As part of this reform the Railroad Revitalization and Regulatory Reform Act of 1976 (Public Law 94-210; 90 Stat 31; 45 U.S.C. 801 *et seq*) was passed "*to provide the means to rehabilitate and maintain the physical facilities, improve the operations and structure, and restore the financial stability of the railway system of the United States, and to promote the revitalization of such railway system, so that this mode of transportation will remain viable in the private sector of the economy and will be able to provide energy-efficient, ecologically compatible transportation services with greater efficiency, effectiveness, and economy.*"

Railroads had been declining rapidly and there was concern that these abandoned rail corridors would be lost and no longer available should rail service be needed again in the future. Therefore, Section 809 of this Act called for a study to evaluate the potential for conversion of railroad rights-of-way to alternate uses where rail service had been discontinued or was likely to be discontinued. The concept of a rail bank was to be evaluated as a means to assure the availability of rights-of-way for future railroad use, particularly in areas where fossil fuel natural resources or agricultural production were located. Interim uses for these rights-of-way were also to be considered. State and local governmental entities were to be encouraged to develop recreational and conservation uses of abandoned railroad rights-of-way.

Section 809(c) amended the Interstate Commerce Act (49 U.S.C.) to require the Interstate Commerce Commission to make a further finding in cases of abandonment to determine suitability of the right-of-way for other public purposes, such as roads or highways, other forms of mass transportation, conservation, energy production or transmission, or recreation. If the property was determined to be suitable for other public purposes, disposal of the property was not to be permitted until it had first been offered for acquisition for public purposes.

## **Section 1.3 Amendment of the National Trails System Act**

Over time it became apparent that these past legislative efforts had not been successful in establishing a process by which inactive railroad corridors could be used for trail purposes. Once a railroad corridor had been abandoned, it may not be recoverable for trail use. An amendment, therefore, was needed to ensure that potential interim trail use was considered prior to abandonment of the right-of-way. In addition, some provision was needed to protect the railroad from liability during the period of interim use (House Report No. 28, 98th Congress, 1st session, 1983).

Consequently, Section 8 of the National Trails System Act (16 U.S.C. 1247) was amended in 1983 (Public Law 98-11, Section 208; 97 Stat 42). The new Section 8(d) reiterated as national policy the desire to preserve established railroad rights-of-way and to protect rail transportation corridors for future reactivation of rail service. State and local agencies and private organizations were encouraged to establish trails in existing, inactive corridors as an interim use. The interim use would not be treated as an abandonment of the right-of-way,

since the right-of-way must remain available for a return to active rail service.

To relieve the railroad company of liability during the interim use, the interim use sponsor, whether a state, political subdivision or qualified private organization, had to agree to (1) assume full responsibility for the management of the right-of-way; (2) assume any legal liability; and (3) pay any and all taxes that may be levied or assessed against the right-of-way. The Interstate Commerce Commission would impose appropriate terms and conditions as a requirement of any transfer or conveyance for interim use and would not permit the right-of-way to be abandoned.

This section was further amended in 1995, when the Interstate Commerce Commission was abolished and replaced with the Surface Transportation Board (Public Law 104-88; 109 Stat 803; 16 U.S.C. 1247(d)).

#### **Section 1.4 Railbanking Procedure**

When a railroad decides to abandon any part of its railroad line, it files an application with the Surface Transportation Board (STB), formerly the Interstate Commerce Commission. Standard abandonment proceedings are governed by the provisions of 49 USC 10903. If there has been no local traffic over the railroad line for at least two years, the railroad may apply for an exemption from the standard abandonment proceedings under the provisions of 49 USC 10502.

If a state, political subdivision or qualified private organization is interested in using the railroad corridor for interim trail use in accordance with the amended National Trails System Act, it must make a filing to that effect with the Surface Transportation Board. Under standard abandonment proceedings the filing is in the form of a "comment" or "request." For an exemption proceeding a "petition" is required (49 CFR 1152.29).

If the railroad agrees to negotiate an interim trail use/railbanking agreement with the trail sponsor, then the STB will issue a "Certificate of Interim Trail Use or Abandonment" (CITU), for standard abandonment proceedings, or a "Notice of Interim Trail Use or Abandonment" (NITU), for exemption proceedings. If a railroad is unwilling to enter into an interim trail use agreement, it cannot be forced to do so (*National Wildlife Federation v ICC*, 850 F.2d 694, 1988).

The issuance of a CITU or a NITU allows the railroad to discontinue service, cancel any applicable tariffs and salvage track and material consistent with interim trail use and railbanking. The railroad and trail sponsor then have a set period of time to negotiate an interim trail use agreement. If agreement cannot be reached in this set amount of time, an extension may be requested. Once an agreement is reached, the STB is notified. The CITU or NITU remains in effect indefinitely as long as the trail sponsor maintains its obligations under the National Trails System Act. If negotiations fail and no interim trail use agreement results, the railroad is permitted to fully abandon its line.

## Chapter 2

# Katy Trail State Park

### Section 2.1 Background

The Missouri-Kansas-Texas Railroad Company (MKT) operated a railroad line that traversed the State of Missouri. Right-of-way south of the Missouri River had been acquired in the 1860s and 1870s, while the section of right-of-way from the Missouri River crossing in Howard County to Machens in Saint Charles County had been acquired in the 1880s and 1890s. Much of this latter part of the route followed the bank of the Missouri River and was subject to frequent damage from flooding. In 1986 the company decided it was no longer feasible to continue operation in this area and filed an application in September with the Interstate Commerce Commission to abandon about 200 miles of right-of-way from Sedalia to Machens.

Trail proponents in Missouri recognized a golden opportunity to utilize the recently amended National Trails System Act to develop a long-distance trail crossing the state. With financial backing from Edward D. "Ted" Jones Junior of Edward Jones financial services, the State of Missouri through the Department of Natural Resources submitted a request to the Interstate Commerce Commission (ICC) in October 1986 for a Certificate of Interim Trail Use to develop a recreational trail on the Missouri-Kansas-Texas Railroad corridor. The ICC approved the request and granted the Certificate of Interim Trail Use in April 1987 (ICC docket No. AB-102 (Sub-No. 13)). The interim trail use was subject to the conditions of the National Trails System Act as amended in 1983, preserving the right-of-way and forestalling abandonment.

Missouri-Kansas-Texas Railroad Company and the Missouri Department of Natural Resources then entered into an Interim Trail Use Agreement in June 1987. As salvage operations were completed in the succeeding months, conveyances of the right-of-way were executed for each county that was crossed. Construction of the trail followed shortly thereafter.

### Section 2.2 Interim Trail Use Agreement for First Segment

The Missouri-Kansas-Texas Railroad Company and the Missouri Department of Natural Resources entered into the following Interim Trail Use Agreement on June 25, 1987:

Agreement and Contract for Trail use pursuant to Section 8(d) of the National Trails System Act, 16 U.S.C. 1247(d) between the MISSOURI DEPARTMENT OF NATURAL RESOURCES (hereinafter MDNR), and the MISSOURI-KANSAS-TEXAS RAILROAD COMPANY (hereinafter MKT).

MDNR and MKT hereby agree to the transfer of the interest of MKT in the property described below to MDNR, for interim trail use, at the price and upon the terms and conditions set forth herein:

1. MKT agrees to accept as full and valid consideration for the above referenced transfer, and MDNR agrees to approve the payment of, the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS for all interests of MKT in the



property described in paragraph 5 below (hereinafter referred to as the "premises").

2. Contingent upon the issuance of a Certification of Interim Trail Use (CITU) by the Interstate Commerce Commission to MKT in ICC proceeding Docket No. AB-102 (Sub-No. 13), MKT shall convey or cause to be conveyed the premises to MDNR or its designee by quitclaim deed. The grantee in said deed shall be MDNR or its designee as stated in writing by MDNR. A sample deed is attached hereto as Exhibit "A". The sample deed shall be deemed approved unless disapproved in writing by MDNR within thirty (30) days from the execution of this Agreement. In the event of such disapproval MKT shall within thirty (30) days thereof execute and deliver to MDNR a quitclaim deed revised to address MDNR's objections. MDNR shall have the right to have the real property surveyed by a registered surveyor at the expense of MDNR by serving written notice to MKT of its intent to survey the real property within ten (10) days of the date of execution of this Agreement. A true copy of the survey shall be delivered to MKT at the time of its completion. The description of the real property as set forth in the MDNR survey, if performed, shall be conclusive upon the parties and shall be incorporated by reference and included as a description of the premises to be conveyed (subject to the exclusions contained in Paragraph 6) in final deed documents in lieu of the description contained in Paragraph 6 below. In the absence of notice by MDNR to MKT of its intent to survey the real property, the description of the premises, as set forth in Paragraph 6 of this document, subject to the exclusions contained therein shall be utilized in the final deeds as the description of the premises to be conveyed by MKT to MDNR.
3. This agreement and any conveyance pursuant thereto shall not include rails, ties, wires, signals, and other track materials, except ties located upon a bridge or trestle which is subject to this agreement, and mile post markers. Provided, however, that MKT agrees to remove all rails and ties, except ties located upon a bridge or trestle, from the premises within eighteen (18) months from the date of execution of this Agreement except for any portion of the premises which may be used by the St. Charles and Augusta Railroad Company, its successors or assigns, for railroad operations. MKT does not warrant that the property, real or otherwise, conveyed pursuant to this Agreement is suitable for the purposes contemplated herein or any other particular purpose or use. Provided, however, that MKT agrees to conduct salvage operations in a manner which will not adversely affect MDNR's use of the premises as a rail-banked interim trail and that ballast and fill material will not be removed from the property during salvage operations. A copy of this Agreement shall be provided by MKT to any independent

contractor conducting salvage operations upon the premises.

4. The parties agree that the time of closing as to the Boonville, North Jefferson and Sedalia depots, and that portion of the premises which is located between Mile Post 141.0 at Jefferson City and Mile Post 179.0 at Rocheport, Missouri, shall be five (5) days following MKT's notice to MDNR that all rail and ties have been removed from such portion of the premises but no later than August 20, 1987, unless postponed as set forth below. As to those portions of the premises to be conveyed pursuant to this paragraph, MDNR reserves the right to inspect the premises prior to the date of closing to ascertain MKT's compliance with the provisions of this contract. MKT agrees to notify MDNR upon completion of salvage operations that the premises is subject to such inspection. MDNR shall be so notified not less than five (5) days prior to the date of closing. In the event that MDNR determines upon inspection that MKT has failed to comply with the provisions of this agreement, MDNR shall notify MKT in writing of the basis for such failure. MKT shall endeavor to correct any such deficiencies which in its opinion are subject to this Agreement, within fifteen (15) days of notice from MDNR indicating MKT's failure to comply with this Agreement. MDNR shall thereafter re-inspect the property within five (5) days of notice from MKT that such deficiencies have been corrected. In the event that MDNR determines that such inspection and re-inspection is necessary, the date of closing shall be postponed if necessary, but shall not be later than ten (10) days following MDNR's re-inspection and determination that the previously noted failures to comply with this Agreement have been corrected. A partial payment in the amount of ONE-HUNDRED EIGHTY THOUSAND (\$180,000.00) DOLLARS shall be made to MKT upon this closing at which time a quitclaim deed, in form for recordation, conveying those portions of the premises which are the subject of this paragraph, shall be delivered to MDNR.
  
5. The parties agree that closing as to all other portions of the premises as described in paragraph six and not previously conveyed pursuant to paragraph four shall occur not later than eighteen (18) months from the date of execution of this Agreement. MDNR reserves the right to inspect the premises prior to closing as to those portions of the premises conveyed pursuant to this paragraph. MKT agrees to notify MDNR upon completion of salvage operations on any continuous segment located within a single county, that the property is subject to inspection. MDNR shall thereafter inspect the portion of the premises described in such notice within forty-five (45) days. In the event that MDNR determines upon inspection that MKT has failed to comply with the provisions of this Agreement, MDNR shall notify MKT in writing of the

basis for such failure. MKT shall endeavor to correct any such deficiencies which in its opinion are subject to this Agreement within thirty (30) days of receipt of MDNR's notice indicating a failure to comply with this Agreement. MDNR shall re-inspect the property within twenty (20) days of notice from MKT that the deficiencies have been corrected. An executed quitclaim deed, in form for recordation, conveying the portion of the premises previously inspected by MDNR, shall be delivered to MDNR within ten (10) days of MDNR's notice to MKT that the inspection or re-inspection has been completed and that MDNR is requesting delivery of the deed conveying the portion of the premises upon which the inspection has been completed. Upon conveyance to MDNR of all portions of the premises which are subject to this Agreement, MDNR shall cause to be delivered to MKT the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS as final payment for the premises. In the event that all deeds shall not have been delivered by the expiration of eighteen (18) months from the date of execution of this agreement, then at MDNR's option, either:

- a. MKT shall pay the Conservation Foundation of Missouri Charitable Trust an amount determined by multiplying the acquisition price set forth in paragraph 1 hereof by a fraction of which the numerator is the number of linear miles of the premises contained in the segment or segments not conveyed, and the denominator is 197.67; and MKT's obligations under this paragraph 5 shall be deemed fulfilled; or
  - b. MKT shall pay to the Conservation Foundation of Missouri Charitable Trust an amount equal to the entire acquisition price as set forth in paragraph 1 hereof, and MDNR shall reconvey the premises by quitclaim deed to MKT, and this agreement shall cease and terminate, and become null and void; or
  - c. MDNR may seek conveyance of the remaining segments by means of a suit for specific performance, and MKT agrees, in that event, to pay all court costs and reasonable attorney's fees in connection with such suit, by whichever party or parties incurred, if MDNR succeeds in obtaining a final judgment requiring specific performance.
6. The property to be conveyed by MKT to MDNR consists of all of MKT's right, title, and interest in and to the following described real property and premises, situated in the counties of St. Charles, Warren, Montgomery, Callaway, Boone, Howard, Cooper and Pettis, State of Missouri, and as more generally set-forth in exhibit "B" attached hereto and made a part hereof, save and except those certain exceptions and

exclusions set-forth in this paragraph six and any other properties conveyed prior to the date of execution of this agreement, to wit:

A strip of land of varying widths consisting of fee simple and right-of-way interests constituting a continuous corridor beginning at MKT St. Louis Subdivision Main Line Chaining Station 1421+38 (Mile Post 26.92) and extending in a generally westerly direction through the counties of St. Charles, Warren, Montgomery, Callaway, Boone, Howard, Cooper and Pettis to MKT Sedalia Subdivision Main Line Chaining Station 11858+30 (Mile Post 224.59), a distance of one hundred ninety-seven and sixty-seven hundredths (197.67) miles, more or less, together with all rights-of-way, station grounds and other real property associated therewith, not excluded and excepted herein, and all improvements and fixtures located thereon, including the Boonville, Sedalia and North Jefferson depot buildings; all bridges and trestles including ties located thereupon, except the Boonville lift bridge, as hereinafter provided; and all mile post markers, culverts, ballast and similar structures and improvement, but not including rails and ties, wires, signals and other track materials except ties located upon bridges or trestles. The premises is more particularly described as follows:

St. Charles County, Missouri

Commencing at Chaining Station 1421.38, said point being the beginning of MKT ownership of the Main Line track diverging from the Main Line track of the Burlington Northern Railroad, in U.S. Survey 174, Township 48 North, Range 6 East of the 5th Principal Meridian, thence southwesterly, through Township 47 North, Range 6 East; Township 47 North, Range 5 East; Township 46 North, Range 5 East; Township 46 North, Range 4 East; Township 46 North, Range 3 East; Township 45 North, Range 3 East; Township 45 North, Range 2 East; Township 44 North, Range 2 East; Township 44 North, Range 1 East; to the west line of St. Charles County.

Warren County, Missouri

Commencing at the intersection of MKT's St. Louis Subdivision Main Line track and the east boundary line of Warren County, thence northwesterly, through Township 44, Range 1 West of the 5th Principal Meridian; Township 45 North, Range 1 West; Township 45 North, Range 2 West; Township 45 North, Range 3 West; Township 46 North, Range 3 West; Township 46 North, Range 4 West; to the west line of Warren County.

Montgomery County, Missouri

Commencing at the intersection of MKT's St. Louis Subdivision Main Line track and the east boundary line of Montgomery County,

thence westerly, through Township 46 North, Range 5 West of the 5th Principal Meridian; Township 46 North, Range 6 West; to the west line of Montgomery County.

Callaway County, Missouri

Commencing at the intersection of MKT's St. Louis Subdivision Main Line track and the east boundary line of Callaway County, thence southwesterly, through Township 46 North, Range 7 West of the 5th Principal Meridian; Township 46 North, Range 8 West; Township 45 North, Range 8 West; Township 45 North, Range 9 West; Township 44 North, Range 9 West; Township 44 North, Range 10 West; Township 44 North, Range 11 West; thence northwesterly through Township 45 North, Range 11 West; to the west line of Callaway County.

Bonne County, Missouri

Commencing at the intersection of MKT's St. Louis Subdivision Main Line track and the east boundary line of Boone County, thence northwesterly, through Township 45 North, Range 12 West of the 5th Principal Meridian; Township 45 North, Range 13 West, Township 46 North, Range 13 West; Township 47 North, Range 13 West; Township 47 North, Range 14 West; Township 48 North, Range 14 West; Township 48 North, Range 15 West; to the west line of Boone County.

Howard County, Missouri

Commencing at the intersection of MKT's St. Louis Subdivision Main Line track and the east boundary line of Howard County, thence westerly, through Township 48 North, Range 15 West of the 5th Principal Meridian; Township 49 North, Range 15 West; Township 49 North, Range 16 West; thence southerly, through Township 48 North, Range 16 West; to the south line of Howard County.

Cooper County, Missouri

Commencing at the intersection of MKT's Sedalia Subdivision Main Line track and the north boundary line of Cooper County, thence southwesterly, through Township 49 North, Range 17 West of the 5th Principal Meridian; Township 48 North, Range 17 West; Township 48 North, Range 18 West; Township 47 North, Range 18 West; Township 47 North, Range 19 West; Township 46 North, Range 19 West; to the west line of Cooper County.

Pettis County, Missouri

Commencing at the intersection of MKT's Sedalia Subdivision Main Line track and the east boundary line of Pettis County, thence southwesterly, through Township 46 North, Range 20 West of the 5th Principal Meridian; Township 46 North, Range 21 West; to MKT

Chaining Station 11858+30 in the SE 1/4 of the NW 1/4 of Section 36, Township 46 North, Range 21 West.

Also: All of MKT's interest in that certain 47,610 square foot, more or less, tract of land at the corner of Thompson Avenue and U.S. Highway No. 50, (Third Street), in the City of Sedalia, Missouri, including MKT's former passenger depot building located thereon, all as shown in yellow on a print of MKT's Drawing No. 31,007, dated November 27, 1982, Engineering Department, Denison, Texas, marked Exhibit "C", attached hereto and by this reference made a part hereof.

#### Excepting and Excluding

Excepting and excluding from the said conveyance all of MKT's interest in the following described parcels of land and/or structures:

#### St. Charles County, Missouri

A tract or parcel of land at Black Walnut, Missouri, approximately one-hundred (100) feet by one thousand two hundred thirty (1,230) feet, containing 2.82 acres, more or less, lying outside a line parallel to and fifty (50) feet north of the centerline of MKT's St. Louis Subdivision Main Line track, and west of the centerline of a County Road which crosses said Main Line tract at approximately Mile Post 29.90.

#### Howard County, Missouri

All tracts or parcels of land in the City of New Franklin, Missouri, lying outside a line parallel to and fifty (50) feet distant in either direction from the centerline of MKT's St. Louis or Sedalia Subdivision Main Line track.

#### Howard and Cooper Counties, Missouri

MKT's Boonville lift bridge, being MKT's Bridge No. 191.1 across the Missouri River at Boonville, Missouri. MKT agrees that said bridge shall be kept available for transportation purposes in accordance with ICC decision ex parte No. 274 (Sub.-No. 13) and that MDNR upon execution of waivers of liability acceptable to MKT may utilize the bridge for trail purposes; provided, however, that MKT reserves the right to modify the bridge structure as may be required to improve rail transportation, so long as MDNR's right to utilize the premises for interim trail use is not adversely affected thereby.

7. MKT agrees to assign to MDNR, as of the date of delivery of deed or deeds, all leases, license and other agreements, hereinafter agreements, executed by MKT and third parties for the use of the premises. The income derived from agreements bearing annual, semi-annual, quarterly, or monthly rental

shall be prorated as between MDNR and MKT based upon the ratio of the portion of the current rental period remaining pursuant to the agreement as of the date of delivery of the deed or deeds over total length of current rental period times the income collected for the current rental period.

8. This agreement and any subsequent conveyance are made pursuant to Section 8(d) of the National Trails System Act 16 U.S.C. 1247(d). MKT agrees to defend, indemnify and to hold MDNR harmless from any claim, injury or damage arising from any contamination or pollution of the premises resulting from the application, inadvertent or otherwise, of man-made substances which constitute a danger to public health or the environment. With respect to those portions of the premises for which possession has been delivered to MDNR, MDNR agrees to operate, assume legal liability for the use of, manage, maintain and control the premises in accordance with the laws of the State of Missouri and Provisions of the National Trails System Act and Regulations promulgated pursuant thereto.
9. In the event the Interstate Commerce Commission determines that reactivation of rail service upon the premises is necessary for the public convenience and necessity, the MDNR agrees to transfer said premises to the acquiring entity in accordance with any lawfully applicable Interstate Commerce Commission decision. Provided, however, that should MKT, pursuant to order of the Interstate Commerce Commission, desire to purchase the premises MKT agrees to pay the greater of fair market value of the premises at the time of such lawfully entered Interstate Commerce Commission decision or the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS plus all capital improvements and maintenance costs expended by the MDNR during the term of its possession pursuant to the National Trails System Act. The MDNR agrees to grant first right of refusal to purchase the premises to MKT.
10. MDNR agrees to use its best efforts to defend any litigation contesting the right of the parties hereto to effectuate this Agreement; however, if by final order of a court of competent jurisdiction, within the time limits set forth below, MDNR is prevented or obstructed from utilizing the premises for trail and rail banking purposes, MDNR may request and MKT agrees to refund the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS to the Conservation Federation of Missouri Charitable Trust upon receipt of a quitclaim deed from MDNR reconveying the premises to MKT. Provided however, the provisions of this paragraph shall remain in effect only until seven (7) years from date of execution of this Agreement.

11. Except as otherwise provided in paragraph 10 above, the parties agree that if MDNR is unable to utilize the premises, or a portion thereof, for trail purposes within five (5) years from the date of execution of this Agreement, MDNR may request and MKT agrees to refund the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS to the Conservation Foundation of Missouri Charitable Trust upon receipt of quitclaim deed from MDNR reconveying the premises to MKT.
12. Any judgment against MKT which may appear of record as a lien against said premises, or a portion thereof, as of the date of MDNR's receipt of the deed for same, shall be settled and satisfied by MKT, if and when it is judicially determined to be finally valid. MKT agrees to defend, hold harmless and indemnify MDNR for all loss arising out of MKT's failure to have said judgment so settled and satisfied.
13. MKT represents that the premises is presently subject to a mortgage or other similar encumbrance and agrees to furnish MDNR with releases within a reasonable time subsequent to execution of this Agreement by both parties, which establish that the property is no longer subject to any encumbrance or mortgage. MKT agrees to defend, indemnify and hold harmless MDNR for all losses arising as a result of MKT's failure to provide such releases or to satisfy and settle any mortgage or other similar encumbrance. MKT shall be responsible for real estate taxes which have accrued as of the date of MDNR's receipt of the deed for the segment upon which such tax is due.
14. MKT agrees to provide MDNR with all original documents, maps, records, deeds and linen drawings which are pertinent to the premises and which MKT deems to be available and unnecessary for retention by MKT. MDNR agrees to retain any such items in a manner so as to protect and preserve their condition or to return them to MKT. MDNR agrees to assume any expense associated with the transfer of such items.
15. All notices shall be served in writing and shall be deemed to have been sufficiently served by either party if sent by registered or certified mail with proper postage prepaid addressed to the other party at the address shown herein.
16. This offer when accepted shall constitute the entire agreement between the parties for the sale and transfer of the property herein described and each and every provision contained herein shall thereafter be binding upon and inure to the benefit of MDNR and MKT, their agents, successors in interest and assigns.

Note: Exhibits A, B and C mentioned in the above Agreement are not included here.



The above Agreement was amended on July 10, 1987 as follows:

WHEARAS, Paragraph numbered 6 of said Interim Trail Use Agreement sets out certain Exceptions on Page 9 and the parties hereto desire to amend said Exceptions to more accurately reflect the intent of the parties; and

IT IS, THEREFORE, mutually agreed by the parties hereto, as follows:

1. In consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR, and other good and valuable considerations paid to First Party [MKT] by Second Party [MDNR], receipt of which, is hereby acknowledged, effective June 25, 1987 said Interim Trail Use Agreement is hereby amended by deleting from the Excepting and Excluding segment of Paragraph numbered 6 the first full paragraph having reference to St. Charles County, Missouri, and substituting in lieu thereof the following paragraph:

Callaway County, Missouri

All tracts or parcels of land in the City of North Jefferson and/or Cedar City, Missouri, lying outside a line parallel to and one hundred (100) feet distant southwesterly from the centerline of MKT's St. Louis Subdivision Main Line track.

2. It is further understood and agreed that, except as emended and changed herein, said Interim Trail Use Agreement shall remain and be in full force and effect as to its present terms and conditions.

## **Section 2.3 Acquisitions**

### **Section 2.3.1 Deeds of Acquisition for First Segment (Milepost 26.92 to Milepost 224.59)**

The Missouri-Kansas-Texas Railroad Company commenced salvage operations and then transferred the property as those operations were completed in each county.

Each deed of conveyance contains the following statements:

GRANTEE is thoroughly familiar with GRANTOR'S right, title and interest in the property described herein; and GRANTOR makes no representations or warranties of any kind or character whatsoever concerning its right, title and interest in and to the property described herein.

GRANTEE accepts this Deed subject to the rights of authorized parties in possession, including and limited to those holding under encumbrances, leases, easements, licenses and agreements executed in writing prior to the date of this deed, and ordinances in effect at the time of this deed, affecting the property herein described. GRANTEE agrees to accept the property herein described including property where there may be

asserted claims or encroachments. GRANTOR shall be under no duty with respect to encroachments and shall have no obligation to remove them, but nothing contained herein shall limit the right of GRANTEE to take whatever actions it deems appropriate to effectuate the removal of such encroachments, and nothing contained herein shall create any rights in third parties to use or occupy any property herein described, including encroachments.

Following are the deed references and specific descriptions for each county:

**Boone County Deed Book 642, page 600  
August 6, 1987**

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main track, beginning at the intersection of said centerline with the east boundary line of Boone County, Missouri, and continuing in a generally northwesterly direction through Township 45 North, Range 12 West of the 5th Principal Meridian; Township 45 North, Range 13 West; Township 46 North, Range 13 West; Township 47 North, Range 13 West; Township 47 North, Range 14 West; Township 48 North, Range 14 West; Township 48 North, Range 15 West; to the intersection of said centerline with the west boundary line of Boone County, Missouri; it being Grantor's intention to convey hereby all of its property in Boone County, Missouri.

**Callaway County Deed Book 285, page 35  
August 6, 1987**

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main track, beginning at a point in said centerline 854 feet distant, measured southeasterly along said centerline, from its intersection with the west line of Section 13, Township 44 North, Range 11 West, and continuing in a general northwesterly direction through Township 44 North, Range 11 West and Township 45 North, Range 11 West to the intersection of said centerline with the west boundary line of Callaway County, Missouri; it being Grantor's intention to convey hereby all of its property between those two points, including Grantor's North Jefferson Depot, save and except any of Grantor's property lying southwest of a line parallel to and 100 feet distant southwesterly from said former main track centerline, in Sections 9, 10, or 16 of Township 44 North, Range 11 West.

**Cooper County Deed Book 192, page 422  
August 6, 1987**

A tract or parcel of land out of the NW 1/4 of Section 35, Township 49 North, Range 17 West, located between Spring and Morgan Streets in the City of Boonville, Missouri, and northeast of a line parallel to and twenty-five (25) feet distant,

northeasterly, from the centerline of Grantor's former St. Louis Subdivision main track, containing sixty-eight thousand two hundred fifty (68,250) square feet, more or less, including all improvements and appurtenances thereto ... it being Grantor's intention to convey hereby its Boonville passenger depot and grounds.

**Howard County Deed Book 280, page 228  
August 6, 1987**

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main track, beginning at the intersection of said centerline with the east boundary line of Howard County, Missouri, and continuing in a generally westerly direction through Township 48 North, Range 15 West, to a point in said centerline 1078 feet distant, measured westerly along said centerline, from its intersection with the east boundary line of Howard County, Missouri; it being Grantor's intention to convey hereby all of its property between those two points.

**Pettis County Deed Book 398, page 260  
August 6, 1987**

A tract or parcel of land in Section 3, Township 45 North, Range 21 West, containing 47,610 square feet, more or less, out of Martin & Cotton's 3rd Addition to the City of Sedalia, Missouri, located at the corner of Thompson Avenue and U.S. Highway No. 50 in said city, including all improvements and appurtenances located thereon, all as shown on print of Grantor's Drawing No. 31,007, dated November 17, 1982, Engineering Department, Denison, Texas ...

**corrected by Pettis County Deed Book 408, page 422  
October 30, 1987**

This deed is made in place of and as a Deed of Correction of a Deed executed by GRANTOR herein to GRANTEE, dated August 6, 1987, wherein by error or mistake the property conveyed was described as being at the intersection of Thompson Avenue and U.S. Highway No. 50, rather than the intersection of Thompson Avenue and Third Street, and this instrument is made by GRANTOR and accepted by GRANTEE in order to correct said mistake, and in all other respects confirming said former Deed.

A tract or parcel of land in Section 3, Township 45 North, Range 21 West, containing 47,610 square feet, more or less, out of Martin & Cotton's 3rd Addition to the City of Sedalia, Missouri, located at the corner of Thompson Avenue and Third Street in said city, including all improvements and appurtenances located thereon, all as shown on print of Grantor's Drawing No. 31,007, dated November 17, 1982, Revised October 1, 1987, Engineering Department, Denison, Texas ...

Cooper County Deed Book 195, page 161  
November 9, 1987

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former Sedalia Subdivision main track, beginning at the intersection of said centerline with the south bank of the Missouri River, and continuing in a generally southwesterly direction through Township 49 North, Range 17 West of the 5th Principal Meridian; Township 48 North, Range 17 West; Township 48 North, Range 18 West; Township 47 North, Range 18 West; Township 47 North, Range 19 West; Township 46 North, Range 19 West; to the intersection of said main track centerline with the west line of Cooper County, Missouri;

Save and except, however, Grantor's Boonville lift bridge, being Bridge No. 191.1 across the Missouri River at Boonville, Missouri, together with all piers, abutments, approaches and appurtenances thereto, and the land thereunder;

It being Grantor's intention to convey hereby all of its remaining property in Cooper County, Missouri, save and except Grantor's Boonville lift bridge, as aforesaid.

Howard County Deed Book 280, page 788  
November 9, 1987

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main track, beginning at a point in said centerline 1,078 feet distant, measured westerly along said centerline, from its intersection with the east boundary line of Howard County, Missouri, and continuing in a generally westerly direction through Township 48 North, Range 15 West of the 5th Principal Meridian; Township 49 North, Range 15 West; Township 49 North, Range 16 West; to a point in Section 32 of the last-named Township, being the junction of Grantor's former St. Louis Subdivision and Grantor's former Moberly Branch, in the town of Franklin, Missouri; thence in a generally southerly direction through the said Township 49 North, Range 16 West, to the intersection of said main track centerline with the north bank of the Missouri River;

Save and except, however, the following:

(1) All tracts or parcels of land in the City of New Franklin, Missouri, lying outside a line parallel to and fifty (50) feet distant in either direction from the centerline of Grantor's former St. Louis or Sedalia Subdivision main track, and

(2) Grantor's Boonville lift bridge, being Bridge No. 191.1 across the Missouri River at Boonville, Missouri, together with all piers, abutments, approaches and appurtenances thereto, and the land thereunder;

It being Grantor's intention to convey hereby all of its remaining St. Louis and Sedalia Subdivision right-of-way in Howard County, Missouri, save and except Grantor's New Franklin yard and station grounds and its Boonville lift Bridge, as aforesaid.

corrected by Howard County Deed Book 288, page 329  
November 2, 1989

This correction deed is prepared to clarify the intent of Quitclaim Deed recorded at Book 280, Page 788, Howard County, Missouri.

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main track, beginning at a point in said centerline 1,078 feet distant, measured westerly along said centerline, from its intersection with the east boundary line of Howard County, Missouri, and continuing in a generally westerly direction through Township 48 North, Range 15 West of the 5th Principal Meridian; Township 49 North, Range 15 West; Township 49 North, Range 16 West; to a point in Section 32 of the last-named Township, being the junction of Grantor's former St. Louis Subdivision and Grantor's former Moberly Branch, in the town of Franklin, Missouri; thence in a generally southerly direction through the said Township 49 North, Range 16 West, of the intersection of said main track centerline with the north bank of the Missouri River;

Save and except, however, the following:

(1) All tracts or parcels of land in the City of New Franklin, Missouri, lying outside a line parallel to and fifty (50) feet distant in either direction from the centerline of Grantor's former St. Louis or Sedalia Subdivision main track, and

(2) Grantor's Boonville lift bridge, being Bridge No. 191.1 across the Missouri River at Boonville, Missouri, together with all piers, abutments, approaches and appurtenances thereto, and the land thereunder;

It being Grantor's intention to convey hereby all of its remaining St. Louis and Sedalia Subdivision right-of-way in Howard County, Missouri, and properties adjacent thereto, save and except Grantor's New Franklin yard and station grounds and its Boonville lift Bridge, as aforesaid.

Pettis County Deed Book 408, page 426  
November 9, 1987

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former Sedalia Subdivision main line track, beginning at the intersection of said centerline with the

east boundary line of Pettis County, Missouri, and continuing in a generally southwesterly direction through Township 46 North, Range 20 West of the 5th Principal Meridian, and Township 46 North, Range 21 West to a point on said main track centerline 3,221 feet distant, measured southwesterly along said centerline, from its intersection with the east line of Section 36, Township 46 North, Range 21 West, it being Grantor's intention to convey hereby all of its property between those two points.

**Callaway County Deed Book 289, page 881**  
**June 3, 1988**

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main line track, beginning at the intersection of said centerline with the east boundary line of Callaway County, Missouri and continuing in a generally southwesterly direction through Township 46 North, Range 7 West of the 5th Principal Meridian; Township 46 North, Range 8 West; Survey No. 1712; Township 45 North, Range 8 West; Township 45 North, Range 9 West; Township 44 North, Range 9 West; Township 44 North, Range 10 West; Township 44 North, Range 11 West; to a point on said centerline 854 feet distant, measured southeasterly along said centerline, from its intersection with the west line of Section 13, Township 44 North, Range 11 West; its being Grantor's intention to convey hereby all of its property between those two points.

**Montgomery County Deed Book 294, page 746**  
**June 3, 1988**

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main line track, beginning at the intersection of said centerline with the east boundary line of Montgomery County, Missouri, and continuing in a generally westerly direction through Township 46 North, Range 5 West of the 5th Principal Meridian, and Township 46 North, Range 6 West, to the intersection of said centerline with the west boundary line of Montgomery County, Missouri; it being Grantor's intention to convey hereby all of its property between those two points.

**Saint Charles County Deed Book 1222, page 2**  
**June 3, 1988**

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main track, beginning at the intersection of said centerline with the west right-of-way line of the Burlington Northern Railroad, in U.S. Survey 174, Township 48 North, Range 6 East of the 5th Principal Meridian, in St. Charles County, Missouri, and continuing in a generally southwesterly direction through Township 47 North, Range 6 East; Township 47 North, Range 5

East; Township 46 North, Range 5 East; Township 46 North, Range 4 East; Township 46 North, Range 3 East; Township 45 North, Range 3 East; Township 45 North, Range 2 East; Township 44 North, Range 2 East; Township 44 North, Range 1 East; to the intersection of said main track centerline with the west boundary line of St. Charles County; it being Grantor's intention to convey hereby all of its property between those two points.

**Warren County Deed Book 423, page 225  
June 3, 1988**

A strip or parcel of land of varying widths on either side of the centerline of Grantor's former St. Louis Subdivision main line track, beginning at the intersection of said centerline with the east boundary line of Warren County, Missouri, and continuing in a generally northwesterly direction through Township 44 North, Range 1 West of the 5th Principal Meridian; Survey Nos. 1639, 288, 382, 758, 1688; Township 45 North, Range 1 West; Township 45 North, Range 2 West; Survey Nos. 1803, 3073, 1697; Township 45 North, Range 3 West; Survey Nos. 302, 1700; Township 46 North, Range 3 West; and Township 46 North, Range 4 West, including Survey No. 1711, to the intersection of said track centerline with the west boundary line of Warren County, Missouri; it being Grantor's intention to convey hereby all of its property between those two points.

**Section 2.3.2 Acquisition of Second Segment (Milepost 229.0 to Milepost 262.6)**

Effective December 1, 1989, Missouri-Kansas-Texas Railroad Company merged into Missouri Pacific Railroad Company (see Pettis County Deed Book 591, page 491, filed March 7, 1994, and Cooper County Deed Book 255, page 715, filed January 27, 1994).

Missouri Pacific Railroad Company to Missouri Department of Natural Resources  
Pettis County Deed Book 518, page 219  
December 27, 1991

also recorded in Henry County Deed Book 584, page 1362

WHEREAS, Grantor has received authority from the Interstate Commerce Commission in a Certificate and Decision Docket No. AB-102 (Sub-No. 16), Decided July 5, 1988, and Served July 11, 1988, to discontinue operation over Grantor's line of trackage known as the "Sedalia Subdivision" beginning at Milepost 229.0 near Sedalia, Missouri, to Milepost 262.6 near North Clinton, Missouri. In a decision served April 26, 1991, the Commission imposed a rail bank interim trail use condition pursuant to 16 U.S.C. Section 1247(d) and, in a decision served October 21, 1991, the negotiation period under the interim trail use condition was extended to April 20, 1999. As a result of this authorization, and pursuant to a Letter of Understanding dated December 5, 1991, between Grantor and Grantee, Grantor agreed to donate to Grantee all of its right, title and interest in and to

the realty underlying the line of trackage described above. Grantor now executes this Donative Quitclaim Deed and Grantee agrees to accept the conveyance pursuant to the Interstate Commerce Commission Decisions and 16 U.S.C. Section 1247(d).

### Section 2.3.3 Acquisition of Third Segment (Milepost 262.60 to Milepost 265.25)

Union Pacific Railroad Company to Missouri Department of Natural Resources

Henry County Deed Book 613, page 1113

June 11, 1997

100 feet wide right-of-way from Milepost 262.60 to Milepost 265.25

Subject to:

1. All of the terms and conditions contained in that certain Line Donation Contract between the Grantor and Grantee dated June 11, 1997.
2. The terms and conditions contained in the Decision and Notice of Interim Trail use or Abandonment (the "STB Decision") served by the Surface Transportation Board (the "STB") on July 18, 1996, under Docket Numbers AB-3 (Sub-No. 135X) and AB-456 (Sub-No. 2X).
3. The terms and conditions of the rail-bank interim trail use conditions imposed in the STB Decision pursuant to Section 8(d) of the National Trails System Act, 16 U.S.C. Section 1247(d).
4. All other conditions, restrictions, covenants, reservations, easements, superior rights and encumbrances affecting the Property, whether recorded or unrecorded.

### Section 2.3.4 Acquisitions in Sedalia (Milepost 227.375 to Milepost 229.00)

Union Pacific Railroad Company to Missouri Department of Natural Resources

Pettis County Deed Book 12, page 413, Document # 1999-2484

April 6, 1999

Additional land around Sedalia Depot and a connecting strip between Fifth Street and Broadway Boulevard. See Missouri State Land Survey Document # 750-26796 for original boundary survey. Rail bank interim trail use conditions not noted for this tract.

Pettis County Deed Book 14, page 339, Document # 1999-2829

April 6, 1999

WHEREAS, Grantor has received authority from the Interstate Commerce Commission ("ICC") in a Decision and Notice of Interim Trail Use or Abandonment in Docket No. AB3 (Sub-No. 123X), decided September 19, 1995, and Served September 29, 1995, to discontinue operation over Grantor's line of trackage known as the "Campbell Industrial Lead" beginning at Milepost 226.84 to



Milepost 229.00 in the City of Sedalia, Pettis County, Missouri. In that decision, the Interstate Commerce Commission imposed a rail bank interim trail use condition pursuant to 16 U.S.C. Section 1247(d) (the "Trails Act") and, in subsequent decisions, the negotiation period under the interim trail use condition was extended to September 20, 1998. As a result of this authorization, and pursuant to a DONATION AND SALE AGREEMENT dated October 13, 1998, between Grantor and Grantee, Grantor agreed to donate to Grantee all of its right, title and interest in and to the realty underlying the line of trackage between Milepost 227.375 and Milepost 229.00 ... Grantor now executes this Donative Quitclaim Deed and Grantee agrees to accept the conveyance pursuant to the ICC Decisions and/or those Decisions of its successor agency, the Surface Transportation Board, and 16 U.S.C. Section 1247(d).

## **Section 2.4 Track Maps**

Track Maps for the Missouri-Kansas-Texas Railroad can be found in the Land Survey Index under each of the following "Location of Original Document" codes:

- 714 Railroads
- 750 State Land Survey Documents
- 747 Missouri State Park Board

### 714 Railroads:

Track Maps with this code were obtained from the railroad and were microfilmed by the Missouri State Land Survey in August 1982, prior to any transfer under the rails-to-trails legislation. This set covers the area from Machens in Saint Charles County to Mile Post 275 near La Due in Henry County. Original images are located on microfiche from jacket 714/0309A to jacket 714/0346B. Grayscale digital images were produced by scanning from the microfiche, but the resulting image quality was poor. The digital images made available through the Land Survey Index were further degraded by IT staff to reduce file size.

### 750 State Land Survey Documents:

Track Maps with this code are mylar copies that were obtained by the Missouri State Land Survey at the time of transfer of the first 197.67 miles, more or less, of right-of-way. Each mylar sheet was assigned a 750 number, the first being 750-24132 and the last being 750-24197. They cover the area from Machens in Saint Charles County to Mile Post 235 near Sedalia in Pettis County. The mylar copies were microfilmed by the Missouri State Land Survey in May 1987 and are found on microfiche from jacket 750/4467B1 to jacket 750/4478B2. Grayscale digital images were produced by scanning from the microfiche, but the resulting image quality was poor. The digital images made available through the Land Survey Index were further degraded by IT staff to reduce file size. In 2016 the mylar copies were transferred to the Missouri State Parks Central Office in Jefferson City.

### 747 Missouri State Park Board:

Track Maps with this code are grayscale scans of the original linen drawings as delivered to Missouri State Parks by the Missouri-Kansas-Texas Railroad. They cover the area from

Machens in Saint Charles County to Mile Post 263 northeast of Clinton in Henry County. These drawings are located in the Missouri State Parks Central Office in Jefferson City and were scanned in 2007 by State Parks personnel. These scans were made available to the Missouri State Land Survey in 2017 and are now accessible through the Land Survey Index. These scans are the best available at this time. There is a limit, however, to the ability to zoom in for detail, since the scans were made with an economical resolution. It should also be noted that it appears that some of the station maps were indexed by name only and not by township, range and section/U.S. Survey.

A Land Survey Index tip when searching for MKT track maps:

use Sort By: "FilmLoc"

A Land Survey Index search example:

Township = 48, Range = 6, Direction = E, US Survey = 744

Surveyor	Doc Date	Root Ref	Subdivision	Loc Org	Document Name
MKT CO	06-30-1918	ROW S1		714	7140318B
MKT CO	06-30-1918	ROW 2		714	7140322B
MKT CO	06-30-1918	ROW S1		714	7140344B
0000001898	04-29-1987	MKT-001		714	<a href="#">Y0820520</a>
MKT	01-01-1000	MKT MP26-30	BLACK WALNUT ROW TRACK MAP	747	<a href="#">Y1807869</a>
MKT	01-01-1000	MKT MP26-30	MACHENS ROW TRACK MAP	747	<a href="#">Y1807869</a>
MKT	06-30-1918	MKT MP30-34	SIMPSON ROW TM MARIAS CROCHE	747	<a href="#">Y1807870</a>
MKT	06-30-1918	24132		750	7504467B
MKT	06-30-1918	24133		750	7504467B
2002014098	11-01-2004	27078	KATY TRAIL STATE PARK	750	<a href="#">Y0501993</a>

The Station Map for Black Walnut should show up in these search results under the 747 Location of Original Document Code, but it does not. So, let's go to the "Subdivision Search" on the main menu and enter the following information:

Subdivision Name = black walnut

leave the County field blank

Subdivision	Blocks	Lots	Doc Date	Surveyor	Root Ref	Loc Org	Document Name
BLACK WALNUT			06-30-1918	MKT CO	ROW S1	714	7140344B
BLACK WALNUT ROW TRACK MAP			01-01-1000	MKT	MKT MP26-30	747	<a href="#">Y1807869</a>
BLACK WALNUT STATION MAP			06-30-1919	MKT	MKT S-1	747	<a href="#">Y1807837</a>

## Section 2.5 Original Documents

When you look at a track map, you will notice that, in addition to the stationing and curve data, there are the notations "No. 1", "No. 2", etc. in larger size, bold text. Each sheet begins with "No. 1" at the right side of the track map and progresses to the left. These notations indicate the individual acquisitions and refer to a separate index with details about the acquisition. There is an index that corresponds with each track map or station map sheet and each index includes the following information:

- a header indicating the track map or station map to which it corresponds
- the parcel number as indicated on the track map or station map
- the Custodian Number which corresponds with the number on the file folder containing the acquisition information for that particular tract
- the kind of document (warranty deed, quit claim deed or condemnation)
- the date of the acquisition document
- Grantor
- Grantee
- Deed Book and page and date of recording
- beginning and ending stationing
- length and width of parcel acquired
- area
- remarks, if any

Missouri State Parks has possession of the original acquisition files and copies of the parcel indexes that were released by the Missouri-Kansas-Texas Railroad. It is not a complete collection of files, however, since some folders are missing.

Missouri, Kansas, & Texas Railway Company  
M.K.& T. M-LA  
Machens to New Franklin  
Map S-1, Station Map, Black Walnut, M.P. 29.9

St. Charles County

Par. No.	Cus. No.	Instrument		Grantor	Grantee	R e c o r d e d			S t a t i o n		Length	Width	A r e a		R e m a r k s
		Kind	Date			Book	Page	Date	From	To			Acres	Sq.Ft.	
1	15	War.	9-21-92	L. H. Hingler and wife	M. K. & E. Ry. Co.	52	214	1-18-93	1569-43	1579-01	958	100	2.20	11640	
2	15	Q.C.	4-9-85	Loman H. Hingler	Cent. Mo. Ry. Co.	52	213	1-18-92	Opposite	1579-50	Irr.	"	<del>1-68</del>	17375	
3	16	War.	9-21-92	A. P. Anderson and wife	M.K.& E. Ry. Co.	58	516	5-20-93	1569-43	1579+01	"	"	2.09	<del>17375</del>	
4	17	War.	1-1893	L. H. Haigler and wife	M.K.& E. Ry. Co.	58	516	5-20-93	1569-43	1583-77	"	"	<del>2.09</del>	<del>17375</del>	
5	17	"	"	"	"	58	516	5-20-93	Opposite	1582-00	"	"		6625	as to 9000 1/2 acres to be returned
6	17	"	"	"	"	52	214	1-18-93	1579-95	1583-77	382	100	1.84	38200	
7	18	Q.C.	9-21-92	L. H. Haigler and wife	"	58	275	1-18-93	1583-77	1591-77	800	100			
8	18	Q.C.	11-9-86	Sophia Smith, et al	Cent. Mo. Ry. Co.	58	273				Irr.	"		20674	
9	19	War.	11-4-92	Eara Overall, Jr, et al	M.K.& E. Ry. Co.	58	282	1-18-93			"	"		1.74	
	19	Q.C.	11-30-92	Sophia Smith, et al	M.K.& E. Ry. Co.	58	273				"	"			
	19	Q.C.	11-30-92	Louis Walter	"	58	282	1-18-93			"	"			
	19	Q.C.	11-30-92	Sophia Smith, et al	"	58	282	1-18-93			"	"			
	19	Q.C.	11-30-92	Louis Walter	"	58	282	1-18-93			"	"			

The acquisition files start with a Custodian Number of one (1) for each county. The items contained within each file varies. Some contain only one piece of paper, while others may contain multiple deeds, abstracts of title, copies of condemnation proceedings, blue print drawings, copies of correspondence, etc. Conveyances were made to the following railroad companies: the Central Missouri Railway Company, the Cleveland, St. Louis and Kansas City Railway Company, the Missouri, Kansas and Eastern Railway Company, the Tebo and Neosho Railroad Company and the Missouri, Kansas and Texas Railway Company.

In regard to acquisitions by condemnation the following facts should be noted:

The Missouri Constitution of 1865, Article I, Section 16, reads as follows:

That no private property ought to be taken or applied to public use, without just compensation.

The Missouri Constitution of 1875, Article II, Section 21, expanded the 1865 section as follows:

That private property shall not be taken or damaged for public use without just compensation. Such compensation shall be ascertained by a jury or board of commissioners of not less than three freeholders, in such manner as may be prescribed by law; and until the same shall be paid to the owner, or into court for the owner, the property shall not be disturbed or the proprietary rights of the owner therein divested. The fee of land taken for railroad tracks without consent of the owner thereof, shall remain in such owner subject to the use for which it is taken.

The present Missouri Constitution of 1945, Article I, Section 26, made a few minor wording changes as follows:

That private property shall not be taken or damaged for public use without just compensation. Such compensation shall be ascertained by a jury or board of commissioners of not less than three freeholders, in such manner as may be ~~prescribed~~ provided by law; and until the same shall be paid to the owner, or into court for the owner, the property shall not be disturbed or the proprietary rights of the owner therein divested. The fee of land taken for railroad ~~tracks~~ purposes without consent of the owner thereof shall remain in such owner subject to the use for which it is taken.

## **Section 2.6 Centerline Control**

A boundary survey of the Missouri-Kansas-Texas Railroad right-of-way was not performed before the transfer to the Missouri Department of Natural Resources, but some effort was made to mark the location of the centerline of the existing railroad tracks before the tracks were removed. Time was of the essence and something had to be done quickly, because salvage operations were eminent. A decision was made by the Missouri State Land Survey to set monumentation or make marks at intervals of approximately 2 miles.

The first segment of 197.67 miles, more or less, from Machens in Saint Charles County to

Sedalia in Pettis County was marked during the months of April and May 1987. There were 96 centerline control points noted for this first segment.

The second segment of 33.6 miles, more or less, from Sedalia to northeast of Clinton in Henry County was marked in October and November 1991. There were 20 centerline control points noted for the second segment.

Information for these centerline control points was originally taken down on loose leaf field note paper. The field notes were collected in a loose leaf field note binder, which ended up in the bottom drawer of the file cabinet containing the other documents and information pertaining to the Missouri-Kansas-Texas Railroad. In 2003 an effort was begun to scan the field notes and create a datasheet for each centerline point. Each point was given a name in the form "MKT-XXX", starting with the most easterly point as "MKT-001" and numbering consecutively to the west. The datasheets were revised to their present form in 2009 and were added to the Missouri State Land Survey's Land Survey Index.

These centerline marks are better than nothing, but, unfortunately, they were not set in such a way so as to be of maximum benefit for retracement. Apparently, the thought at the time was that the centerline could simply be calculated between the marks established rather than the marks established supplementing the evidence that already existed. With some forethought the marks that were set could have been much more helpful than they are. For instance, of the 116 centerline marks that were noted, 34 were marks on bridges and 28 were marks at concrete box or arch type culverts. Since metal truss or girder bridges and concrete box or arch type culverts are themselves evidence of the centerline, the marks would have been more beneficial had they been set to define long tangents in conjunction with the existing bridges and culverts. In addition, wooden decks have since been added to the bridges so that the marks made on bridge beams and such cannot now be accessed without removing some wooden decking.

KATY Trail Centerline Control  
 Missouri Department of Natural Resources  
 Division of State Parks

Name: MKT-001  
 Nickname:

MoGRS Reference:  
 PID:

Nearest Milepost: 30  
 Centerline Stationing: 1583+44.1

Track Map: SL-01 (714/0322B2)  
 Doc.#: 750-24132 (750/4467B1)

County: St. Charles  
 Township: 48 North  
 Range: 06 East  
 Section: 744  
 U.S. Survey: 744  
 USGS Quad: Florissant (#2)

Horizontal: Observed (2001 Adjustment)  
 Latitude: 38°52'22.5501"  
 Longitude: 90°22'18.7976"

\* Recovered April 28, 2004 - see doc. # 750-27078

4/29/87  
 WARM

MKT  
 MIP 30 (-100'±)

STA 158344.1'  
 2' 4 3/8" 5 OF W GRAB  
 5/8" x 1/8" RE-BAR

NOTE: TIES AND TRACK HAVE BEEN  
 REMOVED FROM STA 15790 TO  
 MARKERS - THERE ARE ALSO SEVERAL  
 BAD WASHOUTS IN MARKERS

MP 30 (SIGN)  
 GRAIN BINS  
 GRAB  
 BLACK  
 LUMINA

75.8'  
 62.5'  
 19" MAPLE  
 43.5'

SPRINKLER  
 SPARK  
 SPARKS

AR MK - SPARK SPARK - (BEARON ON TOP)  
 4 A MN (OFF) 156 -54-16  
 4 B 110 -56 -51

ME MC

FLOISSANT QUAD

NO. 446

Following is a summary of the centerline marks that were set for the Katy Trail:

Name	Date	Surveyor	Description of Monumentation
MKT-001	1987-04-29 2004-04-28	Flowers Weible	5/8" Rebar found (750-27078)
MKT-002	1987-04-29 2004-04-27	Flowers Weible	5/8" Rebar found (see datasheet)
MKT-003	1987-04-28 2004-04-27	Flowers Weible	5/8" Rebar found (750-27073)
MKT-004	1987-04-28 2004	Flowers Weible	5/8" Rebar apparently washed out
MKT-005	1987-04-29 2004-04-26	Flowers Weible	5/8" Rebar found (750-27073)
MKT-006	1987-04-29	Pratte	5/8" Rebar at conc. arch culvert with 2 tracks
MKT-007	1987-04-29	Pratte	5/8" Rebar at conc. arch culvert
MKT-008	1987-04-29 1992	Pratte	5/8" Rebar GRS station JUNGS set over Rebar
MKT-009	1987-04-29	Pratte	5/8" Rebar at RCP
MKT-010	1987-04-29 2000	Pratte	5/8" Rebar with 5/8" Rebar azimuth mark referenced to GRS station JACOBS
MKT-011	1987-04-28	Pratte	5/8" Rebar at RCP
MKT-012	1987-04-28	Pratte	5/8" Rebar at RCP
MKT-013	1987-04-28	Flowers	5/8" Rebar with 5/8" Rebar azimuth mark
MKT-014	1987-04-28	Pratte	60d nail at double conc. arch culvert
MKT-015	1987-04-28 2014-05-20	Pratte Weible	5/8" Rebar at RCP found (750-27470)
MKT-016	1987-04-28	Pratte	60d nail at culvert
MKT-017	1987-04-27	Pratte	60d nail at bridge
MKT-018	1987-04-27	Pratte	5/8" Rebar at culvert
MKT-019	1987-05-05	Pratte	60d nail at culvert
MKT-020	1987-04-27	Pratte	60d nail on bridge
MKT-021	1987-04-27	Pratte	punch mark on beam of bridge
MKT-022	1987-04-27	Pratte	60d nail in wood headwall of bridge
MKT-023	1987-04-21	Pratte	5/8" Rebar at culvert
MKT-024	1987-04-21	Pratte	60d nail at culvert
MKT-025	1987-04-21	Pratte	60d nail at RCP
MKT-026	1987-04-20	Pratte	5/8" Rebar at culvert
MKT-027	1987-04-20 1994	Pratte	5/8" Rebar at end of bridge GRS station WA-01 set over Rebar



MKT-028	1987-04-20 1995	Pratte	punch mark on bridge beam/abutment observed as GRS station TRELOAR
MKT-029	1987-04-20	Pratte	60d nail at culvert
MKT-030	1987-04-20	Pratte	cut "+" on concrete bridge abutment
MKT-031	1987-04-20	Pratte	5/8" Rebar at culvert
MKT-032	1987-04-20	Pratte	5/8" Rebar at culvert
MKT-033	1987-04-16	Pratte	marked concrete culvert
MKT-034	1987-04-16	Pratte	existing marks on steel bridge
MKT-035	1987-04-16 1994	Pratte	5/8" Rebar at culvert GRS station WA-02 set over Rebar
MKT-036	1987-04-16 1994/1995	Pratte	mark on steel beam of bridge referenced to GRS station MTG-01
MKT-037	1987-04-16	Pratte	5/8" Rebar at culvert
MKT-038	1987-04-15	Pratte	60d nail in bridge timber
MKT-039	1987-04-15	Pratte	5/8" Rebar
MKT-040	1987-04-15	Pratte	5/8" Rebar at culvert
MKT-041	1987-04-15	Pratte	5/8" Rebar at culvert
MKT-042	1987-04-16	Pratte	mark on steel beam of bridge
MKT-043	1987-04-15	Pratte	5/8" Rebar
MKT-044	1987-04-14 2012-11-08	Pratte Weible	5/8" Rebar found (750-27422)
MKT-045	1987-04-14	Pratte	mark on steel beam of bridge
MKT-046	1987-04-14	Pratte	5/8" Rebar
MKT-047	1987-04-14 1994	Pratte Reese	5/8" Rebar GRS station CAL-03 set over Rebar
MKT-048	1987-04-14	Pratte	5/8" Rebar
MKT-049	1987-04-14	Pratte	mark on steel beam of bridge
MKT-050	1987-04-09 1993	Pratte Reese	5/8" Rebar GRS station CAL-02 set over Rebar
MKT-051	1987-04-09 1993	Pratte Reese	5/8" Rebar with 5/8" Rebar azimuth mark GRS station CAL-01 set over Rebar
MKT-052	1987-04-06	Pratte/Flowers	5/8" Rebar
MKT-053	1987-04-06	Flowers	5/8" Rebar
MKT-054	1987-04-09	Paulsmeyer	"+" on concrete bridge abutment
MKT-055	1987-04-09 2013-12-19	Paulsmeyer Weible	5/8" Rebar at culvert found (750-27465)
MKT-056	1987-04-09	Paulsmeyer	mark on bridge abutment
MKT-057	1987-04-09	Paulsmeyer	5/8" Rebar at culvert

MKT-058	1987-04-22	Paulsmeyer	5/8" Rebar at culvert with 5/8" Rebar Az. mark
MKT-059	1987-04-23	Paulsmeyer	5/8" Rebar at bridge
MKT-060	1987-04-23 1994	Paulsmeyer Reese	5/8" Rebar at bridge GRS station BO-47 set over rebar
MKT-061	1987-04-27 1994 2018-10-16	Paulsmeyer Reese Weible	mark on steel beam of bridge found (750-26527) found (747-00499)
MKT-062	1987-04-27	Paulsmeyer	5/8" Rebar at culvert
MKT-063	1987-04-27	Paulsmeyer	nail in timber headwall of bridge
MKT-064	1987-04-27	Paulsmeyer	5/8" Rebar at culvert
MKT-065	1987-04-29	Brown	mark on steel beam of bridge
MKT-066	1987-04-29	Brown	mark on steel beam of bridge
MKT-067	1987-04-29	Brown	pin at culvert
MKT-068	1987-05-06	Brown	nail in bridge timber
MKT-069	no date	Brown	mark on steel beam of bridge
MKT-070	no date	Brown	mark on steel beam of bridge
MKT-071	1987-04-30	Paulsmeyer	mark on steel beam of bridge
MKT-072	1987-05-14	Brown	measured from ends of culverts
MKT-073	no date	Brown	measured ties to I-70 bridge piers
MKT-074	1987-04-08 1995	Flowers	5/8" Rebar near bridge Azimuth Mark BO-46A set over Rebar
MKT-075	1987-04-08	Flowers	5/8" Rebar with 5/8" Rebar azimuth mark
MKT-076	1987-04-21	Lashley	5/8" Rebar
MKT-077	1987-04-21	Lashley	5/8" Rebar
MKT-078	1987-04-21	Lashley	spike on wood bridge timber
MKT-079	1987-04-21	Lashley	5/8" Rebar
MKT-080	1987-04-21	Lashley	5/8" Rebar
MKT-081	1987-04-20	Lashley	cut cross on bridge headwall on curve
MKT-082	1987-04-20	Lashley	5/8" Rebar
MKT-083	1987-04-20	Lashley	5/8" Rebar
MKT-084	1987-04-20	Lashley	5/8" Rebar
MKT-085	1987-04-15	Flowers	5/8" Rebar
MKT-086	1987-04-15	Flowers	5/8" Rebar
MKT-087	1987-04-15	Flowers	5/8" Rebar
MKT-088	1987-04-15	Flowers	5/8" Rebar
MKT-089	1987-04-15	Flowers	5/8" Rebar
MKT-090	1987-04-14	Flowers	spike on bridge timber

MKT-091	1987-04-14	Flowers	5/8" Rebar
MKT-092	1987-04-14	Flowers	5/8" Rebar
MKT-093	1987-04-14	Flowers	5/8" Rebar
MKT-094	1987-04-14	Flowers	5/8" Rebar with 5/8" Rebar azimuth mark
MKT-095	1987-04-14	Flowers	5/8" Rebar
MKT-096	1987-04-13	Flowers	5/8" Rebar with 5/8" Rebar azimuth mark
MKT-097	1991-10-28	Pratte	measurements to marks on headwall of bridge over Hwy 65
MKT-098	1991-11-04	Reese	5/8" Rebar at culvert
MKT-099	1991-10-29	Pratte	measurements to marks on culvert headwalls
MKT-100	1991-10-29	Pratte	measurements to marks on metal culvert pipe
MKT-101	1991-10-29	Pratte	?
MKT-102	1991-10-29	Pratte	?
MKT-103	1991-10-29	Pratte	?
MKT-104	1991-10-29	Pratte	measurements to marks on culvert headwalls
MKT-105	1991-10-30	Reese	5/8" Rebar
MKT-106	1991-10-30	Reese	mark on steel beam of bridge
MKT-107	1991-10-30	Reese	nail on bridge timber
MKT-108	1991-10-30	Reese	5/8" Rebar in bridge timber
MKT-109	1991-10-29	Reese	nail in bridge timber
MKT-110	1991-10-29	Reese	5/8" Rebar
MKT-111	1991-10-29	Reese	mark on steel beam of bridge
MKT-112	1991-10-29	Reese	5/8" Rebar at RCP
MKT-113	1991-10-29	Reese	cross on concrete bridge abutment
MKT-114	1991-10-29	Reese	5/8" Rebar at culvert
MKT-115	1991-10-28	Reese	5/8" Rebar at culvert
MKT-116	1991-10-28	Reese	5/8" Rebar at culvert

## Section 2.7 Retracement Procedures

An applicable quote for retracement:

"If you cannot do the job the way it should be done, perhaps you should think twice about it before bungling the problem and making it worse for the next person on the scene."  
(*Forensic Procedures for Boundary and Title Investigation*, by Donald A. Wilson, 2008, preface, page xiii)

Here are my thoughts on retracement procedures when working on the Katy Trail:

Retracing a railroad right-of-way after the railroad tracks have been removed is a forensic investigation. A diligent search must be made for all available evidence, both documentary evidence and physical evidence. The railroad Track Maps alone are not enough. Merely calculating the centerline location based on the centerline control points is not enough. Land boundaries are being located, so the Missouri Standards for Property Boundary Surveys apply and must be followed.

20 CSR 2030-16.030 (effective 2017) General Land Surveying Requirements (1) Records Research (A) states, "Every survey executed shall be based on the property description of the parcel or parent tract taken from the public records." Therefore, you must first examine the documents of conveyance to the Missouri Department of Natural Resources to determine what was actually conveyed and to identify exceptions. Next, since the descriptions in the conveyances to the Missouri Department of Natural Resources generally state, "it being Grantor's intention to convey hereby all of its property ...," an examination of the original deeds of acquisition by the railroad(s) is necessary to determine what rights were actually acquired. Then a search must be made for information on those parcels for which there is an indication that they were sold by the railroad prior to the transfer.

20 CSR 2030-16.030 (effective 2017) General Land Surveying Requirements (1) Records Research (B) states, "Prior to performing the fieldwork, the professional land surveyor shall acquire sufficient data to ascertain the record title boundary of the parcel(s) to be surveyed (such as, adjoining deeds, maps, right-of-way plans, subdivision plats, original plats and notes, and subsequent surveys)." It is imperative to diligently search for information that will aid in fixing the right-of-way location. Deeds for properties adjoining the right-of-way must be evaluated to identify conflicts, parcels sold by the railroad and monumentation for which there is no boundary survey in the public records. Boundary surveys and subdivision plats on which monumentation is identified as having been set prior to the removal of the tracks is the kind of information that will be useful.

20 CSR 2030-16.030 (effective 2017) General Land Surveying Requirements (2) Field Investigation states, "The professional land surveyor or a person under his/her direct personal supervision shall – (A) Search thoroughly for monuments and accessories at the necessary controlling corners and any other physical evidence that may be required to define the location of the exterior corners of the parcel surveyed."

The original deeds of acquisition by the railroad were standard printed forms which defined the right-of-way to be acquired as being a stated distance on one side and a stated distance on the other side "from the center line of the above named company's railroad, as said center line is located, surveyed and staked out over and across said above described tract of land." The best evidence of where that may be is where the structures of the railroad were actually constructed. Structures useful for determining the centerline of the main track include:

- Metal truss and girder bridges. The midpoint between the sides of the bridge structure is evidence of the centerline of the railroad tracks when there is one set of tracks.
- Concrete box and arch type culverts. The midpoint of the culvert as measured from the face at each end is evidence of the centerline of the railroad tracks when there is one set of tracks. This may not always be the case, however, since some culverts were made long in one direction due to topography or some other local factor. If this is the case, it is usually apparent on the track map or in the field.
- Stone box culverts. These may or may not be useful, depending on the construction of the culvert and its existing condition.
- Any permanent and well-defined structure that is referenced by perpendicular distance to the main track centerline on a track map or other document.

When there is more than one set of tracks over a bridge or culvert, the midpoint of the structure **does not** represent the main track centerline. The main track centerline can be determined if information is available about the distance between each track centerline. If this/these distance(s) are not available, a distance of 14 feet between centerlines appears to be a good estimate.

Existing structures that are not useful in determining the location of the main track centerline include:

- Wooden trestle bridges. These bridges are somewhat irregular in construction and are not well defined enough to determine the location of the main track centerline with any degree of certainty.
- Reinforced concrete pipe culverts and corrugated metal pipe culverts. The midpoint between the ends of these culverts generally does not correspond with the main track centerline. They may, however, be useful in comparing computed stationing with the stationing shown on the track map.
- Wood box culverts constructed of railroad ties. These are not good for locating the main track centerline, but may be useful in comparing stationing.
- Replacement bridges and culverts. Original bridges and culverts that have been completely replaced with new construction should be regarded with caution. The new structures may or may not have been rebuilt in the original location.

Once the search for evidence is complete, all of the evidence that is found is used to fix those parts that can be fixed. Those parts for which there is insufficient evidence to fix the location must be determined by calculation in harmony with the record information.

In general, the right-of-way on curves was acquired based on a circular curve. The track maps, however, generally show the centerline of the tracks, which were realigned later with spiraled curves. Where circular curve information is available, it should be used for determining the location of the right-of-way.

## **Section 2.8 Projects Completed**

- northeast of St. Charles, 4.25 miles, 2004, MoSLS doc. # 750-27073 (no pins set)
  - found MKT-002, MKT-003 and MKT-005; MKT-004 apparently washed out
- Black Walnut, 0.9 mile, 2004, MoSLS doc. # 750-27078
  - found MKT-001
- northeast of St. Charles, 2.8 miles, 2012, MoSLS doc. # 750-27383 (pins set)
- near Easley, 1.0 mile, 2012, MoSLS doc. # 750-27389
- Portland, 1.9 miles, 2012, MoSLS doc. # 750-27422
  - found MKT-044
- North Jefferson, 2.7 miles, 2014, MoSLS doc. # 750-27465
  - found MKT-055
- Defiance, 1.0 mile, 2014, MoSLS doc. # 750-27470
  - found MKT-015
- McKittrick, 2.0 miles, 2015, MoSLS doc. # 750-27491
- Sedalia, 0.4 mile, 2015, MoSLS doc. # 750-27499
- Sedalia, 0.4 mile, 2017, State Park Survey # 747-00485
- Hartsburg, 1.1 miles, 2018, State Park Survey # 747-00499
  - found MKT-061
- Windsor, 0.5 mile, 2019, State Park Survey # 747-00504
- Windsor, 1.27 miles, 2022, State Park Survey # 747-00535

# Chapter 3

## Rock Island Trail State Park

### **Section 3.1 Background**

#### Section 3.1.1 Succession of Ownership

Original acquisitions by:

St. Louis, Kansas City & Colorado Railroad Company

Kansas City Rock Island Railway Company

Chicago, Rock Island & Pacific Railroad Company (early 1900s)

St. Louis Southwestern Railway Company (1980)

Union Pacific Railroad Company (1996 by merger)

GRC Holdings Corporation

October 5, 1999

Gasconade County Deed Book 351, page 1 (Doc. # 1999-993944)

Henry County Deed Book 626, page 1671

Johnson County Deed Book 1696, page 51

Quit Claim Deed

from Milepost 19.0 (station 927+43.3) near Vigus, St. Louis County, Missouri  
to Milepost 263.5 near Pleasant Hill, Cass County, Missouri

Missouri Central Railroad Company (a subsidiary of Ameren)

October 5, 1999

Cass County Document No. 167300

Gasconade County Deed Book 351, page 88 (Doc. # 1999-993946)

Henry County Deed Book 626, page 1759

Johnson County Deed Book 1696, page 138

Special Warranty Deed

GRC Holdings Corporation retained select parcels throughout the corridor

### Section 3.1.2 Parcels retained by GRC Holdings Corporation

The following "Description and Notation of Parcels Retained" is transcribed as it appears in the record. It appears that these descriptions were copied from the information shown on the Chicago, Rock Island and Pacific Railway Company track maps and may contain errors, so beware and double check the information before relying on it.

Item 1. **Monarch, MO.** Parcels 14, 15 and 16

**Parcel 14**, 5.38 acres, 100', a portion of Survey 169, Township 45 North, Range 3 East. Purchased by the St.L-KC-C RR Co. by Warranty Deed in part from R. G. Coleman & wife on 22 Jun 1887. Recorded in St. Louis County Book 37, Page 120 on 1 September 1887, Custodian 2. Purchased in part by Warranty Deed from Wm. P. Bacon & wife on 22 June 1887, Recorded in St. Louis County Book 37, Page 120 on 1 September 1887, Custodian 15. Located between Engineering Station 1613+30 (+/-) and 1636+75 (+/-) (MP 30.624 and MP 31.068), CRI&P Valuation Map V-12-MO, Sheet 7.

**Parcel 15**, 2.07 acres, 100', a portion of Survey 153, Township 45 North, Range 3 East. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Jacob Smith on 6 July 1887. Recorded in St. Louis County Book 37, Page 124 on 1 September 1887, Custodian 16. Located between Engineering Station 1636+75 (+/-) and 1645.75 (MP 31.068 and MP 31.239), CRI&P Valuation Map V-12-MO, Sheet 7.

**Parcel 16**, 2.10 acres, 100', a portion of Survey 153, Township 45 North, Range 3 East. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Lawrence Fick & wife on 23 Jun 1887. Recorded in St. Louis County Book 35, Page 484 on 1 September 1887, Custodian 19. Located between Engineering Station 1645.75 and 1654+89 (MP 31.239 and MP 31.412), CRI&P Valuation Map V-12-MO, Sheet 7.

32' Mainline Easement Granted to Missouri Central Railroad (8' South, 32' North), all parcels.

Item 2. **Labadie, MO.**

**Parcel 12**, 4.337 acres, 150', a portion of Survey 733, located in Township 44 North Range 1 East. Transferred by Deed from Frances C. North on 7 January 1887. Deed recorded in Franklin County Book 31, Page 37-40 on 4 March 1887, Custodian 89. Located between Engineering Station 553+47.8 and 566+68. Illustrated on Valuation Map V-12-Mo, Sheet 11, Chicago Rock Island & Pacific Railroad Company, MP 45.850 to 46.050.

Sales: 4.531 acres originally acquired. 0.194 acres transferred to Walter Votaw by CRI&P RR, 1 Dec 1938, Custodian Number 89.



16' Mainline Easement Granted to Missouri Central  
Railroad (Centered, 8' South of Mainline Centerline, 8'  
North of Mainline Centerline)

Item 3. **Union, MO.** Parcels 18 and 19.

**Parcel 18**, 350', a portion of the NE 1/4 of the NE 1/4 of Section 27, Union Township, within the city limits of Union, MO. Transferred by Deed from Joseph Schlagenhauf on 9 November 1886. Deed Recorded in Franklin County Book 30, Page 334 (first digit may be "5"), 3 Feb 1887, Custodian No. 158. Located between Engineering Station 1260+00.0 and 1274.39 (MP 59.207 and MP 59.480). Illustrated on Valuation Map V-12-Mo, Sheet 14. Total original square feet, 503,650.

No Track Easements Granted.

**Parcel 19**, a portion of the NE 1/4 of the NE 1/4 of Section 27, Union Township, within the city limits of Union, MO. Transferred by Warranty Deed from Joseph Schlagenhauf on 4 Jun 1887, Custodian No. 159. Recorded in Franklin County Book 29, Page 518 on 7 June 1887. Located between Engineering Station 1260+00.0 and 1274.39 (MP 59.207 and MP 59.480). Total original square feet, 179,875.

Sales:

1. 7,930 sq. ft. (check), to G. J. Overschmidt on 4 January 1966, Track Easement Reserved
2. 136,500 Sq. Ft. of the original 503,650 sq. ft. of Parcel 18 to Armour & Company from CRI&P RR on 25 October 1966.
3. 38,750 sq. ft. of Parcels 18 and 19 to Hall Brothers Lumber on 3 January 1967, with track easement reserved.
4. 9,975 sq. ft. of Parcels 18 and 19 to Purschke Oil Co., inc., on 9 January 1967.
5. 87,500 sq. ft. of Parcels 18 and 19 to S.W. Bell Telephone Co. on 6 Feb 1967.
6. 105,000 sq. ft. of Parcel 18 to carmo Shoe Manufacturing on 13 March 1967.
7. 49,945 sq. ft. of parcels 18 and 19 to L. Schmeltz & G. J. Overschmidt on 25 March 1968, Track Easement Reserved.

Total Remaining Area for Parcels 18 and 19 after sales is 5.692 acres.

Right of Way Impact: Parcel 19. 40' Mainline Easement  
Granted to Missouri Central Railroad (8' South of  
Mainline Centerline and 32' North of Mainline Centerline)

Item 4. **Jeffriesburg, MO**, Parcels 6 and 8

**Parcel 6**, 0.33 acres, irregular, a portion of the SE 1/4 of the SE 1/4 of Section 25 (Note, shown as Section 30 on val map), Township 43 North, Range 2 West, Franklin County, MO. Purchased from Andrew Fink by St. L KC & C RR Co. on 10 July 1900. Recorded in Franklin County Book 53, Page 250-1, 30 July 1900, Custodian Number 46a. Located at Engineering Station 268+20, approximate RR Milepost 64.763. Illustrated on CRI&P Valuation Map V-13-MO, Sheet 2.

**Parcel 8**, 1.06 acres, irregular, a portion of the SE 1/4 of the SE 1/4 of Section 25, Township 43 North, Range 2 West. Purchased from Jonathan Erni by Warranty Deed on 6 March 1901. Recorded in Franklin County Book 53, Page 610-11, 6 March 1901, Custodian Number 19. Location ends at Engineering Station 273+21, approximate RR Milepost 64.867. Illustrated on CRI&P Valuation Map V-13-MO, Sheet 2.

No Track Easements Granted.

Item 5. **Beaufort, MO.**, Parcels 15, 16.

**Parcel 15**, 2.34 acres, 100', a portion of the NW 1/4, NW 1/4 of Section 6, Range 2 West of Township 42 North, located in the city limits of Beaufort, MO, Franklin County, MO. Purchased by the ST.L-K.C.-C. RR Co. by Quit Claim Deed from Dina Steven et al, on 30 Jun 1900. Recorded in Franklin County Book 53, Page 269 on 16 August 1900, Custodian No. 52. Engineering Station 620+74 through 630+93 (MP 71.300 to 71.500), CRI&P Valuation Map V-13-MO, Sheet S-3.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 16**, 0.020 acres, a portion of the NE 1/4, NW 1/4 of Section 6, Range 2 West of Township 42 North, located in the city limits of Beaufort, MO, Franklin County, MO. Purchased by the ST.L-K.C.-C. RR Co. by Quit Claim Deed from Dina Steven et al, on 30 Jun 1900. Recorded in Franklin County Book 53, Page 269 on 16 August 1900. Engineering Station 620+74 through 630+93 (MP 71.300 to 71.500), CRI&P Valuation Map V-13-MO, Sheet 3. Custodian No. 52. Original parcel purchase 1.040 acres.

Sales: 1.040 acres acquired, 0.400 acres sold to Co-Op Association #28, 2 February 1967, 0.620 acres sold to W. B. Boland, 13 March 1967

No Track Easements Granted

Item 6. **Gerald, MO.**

**Parcel 5**, 2.934 acres, 100' NS, a portion of the NW 1/4, NW 1/4, Section 11, Township 42 North, Range 4 West, located in the city limits of Gerald, MO., Franklin County, MO. Purchased by the St. L. & K.C.-C RR Co. by Warranty Deed from Squire Fitzgerald & wife, 13 Nov 1900. Recorded in Franklin County, MO., Book 53, Page 497, on 8 December 1900, Custodian 3d. Located between Engineering Station 1103+10 and 1120+07 (MP 80.669 to 80.901), CRI&P Valuation Map V-13-MO, Sheet 6.

Sales: 3.890 acres total acquired. Disposed of as follows by the CRI&P RR:

1. 0.04 acres to W. G. Meyer, et al, 4 November 1966
2. 0.03 acres to K. N. Davault, et al, 16 December 1966
3. 0.872 acres to Gerald Farm Supply, 1 June 1970
4. 0.14 acres by Warranty Deed to L. A. Bartel, 28 April 1983

No Easements Granted

Item 7. **Owensville, MO.** Parcels 13 and 6

**Parcel 13**, 3.952 acres, 150' N, 100' S, a portion of the E 1/2 SE 1/4, Section 29, Township 42 North, Range 5 West, located in the city limits of Owensville, MO, Gasconade County, MO. Purchased by the St. L. & K.C.-C RR Co. by Warranty Deed from Geo. H. Buschmann & wife, 6 February 1901. Recorded in Gasconade County Book 27, Page 141, on 2 March 1891 (sic, 1901 more likely?), Custodian 43. Located between Engineering Station 1656+50 and 1684+96 (MP 91.00 to MP 91.80), CRI&P Valuation Map V-13-MO, Sheet 8.

Sales: 16.33 Acres total acquired. Disposed of as follows by the CRI&P.

1. 7,050 sq. ft. to R. B. Brandt & Sons, Q.C., 19 April 1967 (70.5x100')
2. 0.14 acres, sold to C.A. Suttner & D.K. Suttner, Q.C., 6 June 1967
3. 0.95 (.93?) acres to H.K. Porter Company, Inc., Q.C., 13 Nov 1967
4. 1.18 acres to Co-op Assn #204, Q.C., 30 October 1968
5. 1.202 acres to Missouri Farmers Association, Inc. Q.C., 27 Mar 1975

32' Track Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 24' North of Mainline Centerline)

**Parcel 6**, 1.58 acres, a portion of the SW 1/4 of the NW 1/4 of Section 32, Township 42 North, Range 5 West, Gasconade County, MO. Purchased by the St. L & K.C.-C RR Co. by Warranty Deed from George Holt et al on 2 September 1912. Recorded Gasconade County Book 25, Page 622, 29 Oct 1900, Custodian 42a. Located between Engineering Station 1722+33 and 1729+22 (MP 92.40 and 92.54), CRI&P Valuation Map V-13-MO, Sheet 9.

32' Track Easement Granted to Missouri Central Railroad  
(Centered, 8' South of Mainline Centerline, 24' North of Mainline Centerline)

Item 8. **Bland, MO.**

**Parcel 1**, 4.990 acres, 300', a portion of SE 1/4 of SE 1/4 Section 7, Township 41 North, Range 6 West, Gasconade County, MO. Purchased by the St. L. & K.C.-C. RR Co., by Warranty Deed from E.H. Aufderheide & wife, 3 October 1900. Recorded in Gasconade County Book 25, page 579, on 13 October 1900, Custodian 21. Located between Engineering Station 2126+68 and 2140+07 (MP 100.013 and 100.260). CRI&P Valuation Map V-13-MO, Sheet 11.

Sales: 9.22 Acres total acquired. Disposed of as follows by the CRI&P:

1. 2.4 (approx.) acres, Cond to State of MO, 24 April 1943
2. 0.09 acres to V.C. & E.M. Cantriel, Q.C. 14 April 1967
3. 0.55 acres to Interco, Inc., Q.C. 7 July 1967 (1.5' track easement)
4. 0.23 acres to Traders Oil Co., Q.C. 7 July 1967
5. 0.18 acres to W.A. Fiedler, et al, Q.C. 25 August 1967
6. 0.26 acres to Rich & Edna Terrill, 17 April 1970
7. 0.52 acres to Schaeperkoetter Store, Inc., Q.C., 21 Aug 70, track ease.

16' Track Easement Granted to Missouri Central Railroad  
(Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

Item 9. **Belle, MO.** Parcels 7, 10, 12 and 16.

**Parcel 7**, 0.645 acres, 75' NS, a portion of the NE 1/4 of the NE 1/4 of Section 21, Township 41 North, Range 7 West, Maries County, MO. Purchased by the St. L.-KC-C RR Co. by Warranty Deed from Isaac Backues & wife on 20 March 1901. Recorded in Maries County Book 22, Page 198 on 3 June 1901, Custodian 1c. Located between Engineering Station 2391+51 and 2402+33 (MP

105.040 and MP 105.245). CRI&P Valuation Map V-13-MO, Sheet 12.

Sales: 1.64 acres acquired.

0.198 acres sold to Stanley Baker, 11 April 1967, Quit Claim, f/w 1c.

0.198 acres sold to Frank Owens, 19 April 1967, Quit Claim, f/w 1c.

0.599 sold to Virgil Smith et al, 27 June 1967, Quit Claim, f/w 1g.

**Parcel 10**, 0.63 acres, 75' NS +, a portion of the E 1/2 of NE 1/4 of Section 20, Township 41 North, Range 7 West, Maries County, MO. Purchased by the St.L-KC-C RR Co., by Warranty Deed from J.S. Ridenhauer on 2 May 1901. Recorded in Maries County Book 14, Page 216 on 3 June 1901, Custodian 7b. Located between Engineering Station 2402+33 and 2403+50 (MP 105.245 and MP 105.267), CRI&P Valuation Map V-13-MO, Sheet 12.

**Parcel 12**, 0.44 acres, 75' NS, a portion of the S 1/2 of NE 1/4 of Section 20, Township 41 North, Range 7 West, Maries County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Isaac Backues & wife, 20 March 1901. Recorded in Maries County Book 14, Page 198, 3 June 1901. Custodian Number 1c. Located between Engineering Station 2403+50 and 2413+39.6 (MP 105.267 to MP 105.455), CRI&P Valuation Map V-13-MO, Sheet 12.

Sales: 1.27 acres acquired.

0.83 acres sold to Ray Garstang, 28 Mar 1967

Parcels 7, 10, 12. No Track Easements Granted.

**Parcel 16**, 5.29 acres, a portion of the N 1/2 of the SW 1/4 of Section 20, Township 41 North, Range 7 West, Maries County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Isaac Backues & wife, 20 March 1901. Recorded in Maries County Book 14, Page 199, 3 Jun 1901, Custodian Number 1a. Located between Engineering Station 2434+00 and 2457+05 (MP 105.267 to MP 105.455), CRI&P Valuation Map V-13-MO, Sheet 12.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

Item 10. **Freeburg, MO.** Parcels 4,5,6,8,11 and 12.

**Parcel 4**, 2.31 acres, 50' SS, a portion of the NW 1/4 of Section 10, Township 41 North, Range 9 West, Osage County, MO. Purchased by the St.L-KC-C RR Co., by Warranty Deed from D.R. Francis et al on 28 November 1903. Recorded in Osage

County Book 22, Page 579 on 22 February 1904, Custodian Number 12. Located between Engineering Station 3077+29.9 and 3097+42 (MP 118.022 to MP 118.403), CRI&P Valuation Map V-13-MO, Sheet S-15.

No Track Easements Granted.

The following are blocks, adjacent to mainline right of way. No mileage or Engineering Workstation information is applicable. All are blocks within Township 41 North, Range 9 West. All were conveyed by Warranty Deed from John Welshmeyer et al on 10 April 1903 to the St.L-KC-C RR Co. and are recorded on Osage County Book 22, Page 402 on 27 May 1903, Custodian Number 42.

**Parcel 5**, 0.258 acres, the N 1/2 of Block 32.

**Parcel 6**, 0.413 acres, the N 1/2 of Block 28.

**Parcel 8**, 0.056 acres, Block 23.

**Parcel 11**, 0.1584 acres, the E 1/2 of Block 18.

**Parcel 12**, 0.3716 acres, the W 1/2 of Block 18.

No Track Easements Granted, Parcels 5,6,8,11 and 12.

Item 11. **Unnamed Location.** Parcel 15.

**Parcel 15**, 4.190 acres, 100', a portion of the SW 1/4 of the NW 1/4 of Section 12, Township 41 North, Range 10 West, Osage County, MO. Purchased by the St.L-KC-C RR Co. by Cond from Fred Boeckman on 29 June 1901. Recorded in Osage County Book 22, Page 127 on 13 Jan 1902, Custodian Number 41. Located between Engineering Station 3292+65 and 3311+16 (MP 122.104 to MP 122.454), CRI&P Valuation Map V-13-MO, Sheet 16.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

Item 12. **Argyle, MO.** Parcels 6,7 and 8

**Parcel 6**, 0.300 (estimated) acres, 50' NS, a portion of the E 1/2 of the SW 1/4 of Section 15, Township 41 North, Range 10 West, Osage County, MO. Purchased by the St.L-KC-C RR Co., by Warranty Deed from Henry Hagenheff & Wife on 29 July 1903. Recorded in Osage County Book 22, Page 438 on 3 September 1903, Custodian Number 34b. Located between Engineering Station 3441+75 and 3455+08 (NP 124.927 to MP 125.180), CRI&P Valuation Map V-13-MO, Sheet 17.

No Track Easements Granted.

**Parcel 7**, 3.06 acres, 150' SS, a portion of the E 1/2 of the

SW 1/4 of Section 15, Township 41 North, Range 10 West, Osage County, MO. Purchased by the St.L-KC-C RR Co., by Warranty Deed from Henry Hagenheff & Wife on 1 May 1901. Recorded in Osage County Book 22, Page 26 on 22 Jun 1901, Custodian 34a. Located between Engineering Station 3441+75 and 3455+08 (MP 124.927 to MP 125.180), CRI&P Valuation Map V-13-MO, Sheet 17.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 8**, 0.020 (estimated) acres, 150' SS, a portion of the E 1/2 of the SW 1/4 of Section 15, Township 41 North, Range 10 West, Osage County, MO. Purchased by the St.L-KC-C RR Co., by Warranty Deed from Henry Hagenheff & Wife on 29 July 1903. Recorded in Osage County Book 22, Page 26 on 22 Jun 1901, Custodian 34b. Located between Engineering Station 3441+75 and 3455+08 (MP 124.927 to MP 125.180), CRI&P Valuation Map V-13-MO, Sheet 17.

Sales: 4.59 acres acquired. Sold part (0.48 acres, parcels 6 and 8) to Farmers Elevator, 16 Dec 1966, Road Easement Reserved. Sold part (5.17 acres, parcels 6 and 8) to McDonald Charcoal, 18 April 1967. Easement in favor of State of Missouri for roadway, 31 May 1966.

No Track Easements Granted.

Item 13. **Meta, MO.** Parcels 10,11,14,15.

**Parcel 10**, 2.91 (estimated) acres, 100', a portion of the NW 1/4 of the SE 1/4 of Section 8, Township 41 North, Range 11 West, Meta, Osage County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Joseph Finke & Wife on 30 April 1901. Recorded in Osage County Book 22, Page 25 on 22 June 1901, Custodian Number 27a. Located between Engineering Station 3938+52 and 3952+06.5 (MP 134.335 to MP 134.591), CRI&P Valuation Map V-13-MO, Sheet 19.

Sales: 3.11 acres acquired. Partial sale to Meta Development & Ind. Co, 23 Dec 68.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 11:** 0.75 (estimated) acres (75' NS), a portion of the NW 1/4 of the SE 1/4 of Section 8, Township 41 North, Range 11 West, Meta, Osage County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Joseph Finke & Wife on 27 February 1902. Recorded in Osage County Book 22, Page 166, on 10 March 1902, Custodian Number 27b. Located between

Engineering Station 3938+52 and 3952+06.5 (MP 134.335 to MP 134.591), CRI&P Valuation Map V-13-MO, Sheet 19.

Sales: Sold total of 2.05 acres from parcels 10 and 11 to Meta Development and Ind. Corporation on 23 December 1968.

No Track Easements Granted.

**Parcel 14:** 0.64 acres (75' NS), a portion of the N 1/2 of the SW 1/4 of Section 8, Township 41 North, Range 11 West, Meta, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Henrietta Schriefer et al on 27 February 1902. Recorded in Osage County Book 22, Page 165 on 10 March 1902, Custodian Number 28b. Located between Engineering Station 3952+06.5 and 3959+19 (MP 134.591 to MP 134.726), CRI&P Valuation Map V-13-MO, Sheet 19.

Sales: 1.23 acres acquired. (1) Sold 0.28 acres to J. Werdehousen & L. Werdehousen by Quit Claim Deed on 17 January 1969. Trackage Easement reserved (2) Sold 0.31 acres to American Oil Company by Quit Claim Deed on 14 Jan 1969.

No Track Easements Granted.

**Parcel 15:** 0.41 acres (25' NS), a portion of the N 1/2 of the SW 1/4 of Section 8, Township 41 North, Range 11 West, Meta, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Henrietta Schriefer et al on 27 February 1902. Recorded in Osage County Book 22, Page 165 on 10 March 1902, Custodian Number 28b. Located between Engineering Station 3952+06.5 and 3959+19 (MP 134.591 to MP 134.726), CRI&P Valuation Map V-13-MO, Sheet 19.

No Track Easements Granted.

Item 14. **Eugene, MO.** Parcels 6,8 and 19.

**Parcel 6,** 5.05 acres, 200', a portion of the NW 1/4 of the NE 1/4 of Section 31, Township 42 North, Range 13 West, Eugene, Cole County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from John Spaulding & wife on 27 August 1901. Recorded in Cole County Book 25, Page 223 on 2 October 1901, Custodian Number 10. Located between Engineering Station 4722+43 and 4733+30+ (MP 149.126 to MP 149.331), CRI&P Valuation Map V-13-MO, Sheet 23.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 8,** 0.10 acres, 50'x90'NS, a portion of the NW 1/4 of the NE 1/4 of Section 31, Township 42 North, Range 13 West, Eugene, Cole County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Lee Jordan & wife on 30 November 1907.



Recorded in Cole County Book 29, Page 623, 30 November 1907, Custodian Number 13. Located between Engineering Station 4734+79 and 4735+39 (MP 149.366 to MP 149.371), CRI&P Valuation Map V-13-MO, Sheet 23.

No Track Easements Granted.

**Parcel 10:** 1.79 acres (50'NS), a portion of the NW 1/4 of the NE 1/4 of Section 29, Township 42 North, Range 13 West, Eugene, Cole County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Eugene Simpson & wife on 17 March 1904. Recorded in Cole County Book 26, Page 605 on 3 March 1905, Custodian Number 12b. Located between Engineering Station 4735+99 and 4750+39 (MP 149.382 to MP 149.371), CRI&P Valuation Map V-13-MO, Sheet 23.

No Track Easements Granted.

Item 15. **Etterville, MO.** Parcel 7.

**Parcel 7,** 4.860 acres, 100'NS, a portion of the NE 1/4 of the NW 1/4 of Section 28, Township 42 North, Range 14 West, Etterville, Miller County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from William G. Etter & wife on 29 July 1902. Recorded in Miller County Book 12, Page 368 on 25 August 1902, Custodian 8b. Located between Engineering Station 4940+68 and 4961+84 (MP 153.557 to MP 153.616), CRI&P Valuation Map V-13-MO, Sheet 24.

No Track Easements Granted.

Item 16. **Eldon, MO.** Parcels 2,7,8,9,10, and 12.

Parcels 2 and 7 are a portion of the SW 1/4 of the SE 1/4 of Section 34 of Township 42 North, Range 15 West, Miller County, MO. Parcels 8,9,10 and 12 are in the SE 1/4 of the SW 1/4.

**Parcel 2,** 1.614 acres Purchased by the St.L-KC-C RR Co. by Warranty Deed from B. F. Haynes et ux, 18 July 1901. Recorded in Miller County Book 14, Page 309 on 7 November 1901, Custodian 60a. Located between Engineering Station 5245+10(+/-) and 5252+13(+/-) (MP 159.095 to MP 159.228), CRI&P Valuation Map V-14-MO, Sheet S-1a.

48' Track Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline).

**Parcel 7,** 5.803 acres, Purchased by the St.L-KC-C RR Co. by Warranty Deed from B. F. Haynes et ux, 19 May 1903. Recorded in Miller County Book 16, Page 294 on 11 July 1903, Custodian 60b. Located between Engineering Station 5245+00(+/-) and 5252+13(+/-) (MP 159.093 to MP 159.228), CRI&P Valuation Map

V-14-MO, Sheet S-1a.

No Track Easements Granted.

**Parcel 8**, 7.581 acres, Purchased by the St.L-KC-C RR Co. by Warranty Deed from B. F. Haynes et ux, 19 May 1903. Recorded in Miller County Book 16, Page 294 on 11 July 1903, Custodian 60b. Located between Engineering Station 5252+13 and 5259+36, (MP 159.228 to MP 159.365), CRI&P Valuation Map V-14-MO, Sheet S-1a.

No Track Easements Granted.

**Parcel 9**, 0.182 acres, triangular shaped. Purchased by the St.L-KC-C RR Co. by Warranty Deed from J. J. Haynes et ux, 19 May 1903. Recorded in Miller County Book 16, Page 293 on 11 July 1903, Custodian 48. Starts at Engineering Station 5252+13, (MP 159.228), CRI&P Valuation Map V-14-MO, Sheet S-1a.

No Track Easements Granted.

**Parcel 10**. 1.477 acres Purchased by the St.L-KC-C RR Co. by Warranty Deed from B. F. Haynes et ux, 18 July 1901. Recorded in Miller County Book 14, Page 309 on 7 November 1901, Custodian 60a. Located between Engineering Station 5252+13(+/-) and 5259+36, (MP 159.095 to MP 159.365), CRI&P Valuation Map V-14-MO, Sheet S-1a.

48' Track Easement Granted to Missouri Central Railroad  
(24' South of Mainline Centerline and 24' North of  
Mainline Centerline)

Item 16. **Eldon, MO.** (Continued) Parcel 12,17.

**Parcel 12**. 0.964 acres Purchased by the St.L-KC-C RR Co. by Warranty Deed from B. F. Haynes et ux, 18 July 1901. Recorded in Miller County Book 14, Page 309 on 7 November 1901, Custodian 48b. Located between Engineering Station 5252+13(+/-) and approximately 5259+36(+/-), (MP 159.095 to MP 159.365), CRI&P Valuation Map V-14-MO, Sheet S-1a.

Sales: 2.00 acres acquired, 1.036 acres sold to Osage Products Company on 25 April 1968, Custodian 48.

48' Track Easement Granted to Missouri Central Railroad  
(24' South of Mainline Centerline and 24' North of  
Mainline Centerline)

**Parcel 17**, 0.022 acres, a portion of the NW 1/4 of Section 3, Township 41 North, Range 15 West, Eldon, Miller County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from J. J. Haynes on 19 May 1903. Recorded in Miller County Book 16, Page 293 on 11 July 1903, Custodian 48b. Located between

Engineering Station 5260+13 and 5275+20(+/-) (MP 159.379 t MP 159.665), CRI&P Valuation Map V-14-MO, Sheet S-1a.

48' Track Easement Granted to Missouri Central Railroad  
(24' South of Mainline Centerline and 24' North of  
Mainline Centerline)

Item 16. **Eldon, MO.** (Continued) Parcels 5,6,8,9,12,13,14,19,20,  
21,22,23,24,25,26,27,31,32 and 33.

**Parcel 5**, 0.147 acres, a portion of the NW 1/4 of Section 3,  
Township 41 North, Range 15 West, Eldon, Miller County, MO.  
Purchased by the St.L-KC-C RR Co. by Warranty Deed from Silas  
Brickley and wife on 31 August 1901. Recorded in Miller  
County Book 14, Page 293 on 7 November 1903, Custodian 45b.  
Located between Engineering Station 5277+38.5 and 5280+27 (MP  
159.706 and MP 159.761), CRI&P Valuation Map V-14-MO, Sheet  
SL-1b.

Sales: 0.732 acres acquired. 0.585 acres sold to Missouri  
Utilities Co. (Union Electric) on 6 March 1973. Recorded  
with Custodian 48.

No Track Easements Granted.

**Parcel 6**, 0.363 acres, a portion of the NW 1/4 of Section 3,  
Township 41 North, Range 15 West, Eldon, Miller County, MO.  
Purchased by the St.L-KC-C RR Co. by Warranty Deed from Silas  
Brickley and wife on 18 May 1903. Recorded in Miller County  
Book 16, Page 290 on 7 November 1903, Custodian 45c. Located  
between Engineering Station 5274+29.5 and 5280+27 (MP 159.647  
and MP 159.761), CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 4.099 acres acquired. 1.256 acres sold to Missouri  
Utilities Co. (Union Electric) on 6 March 1973. 2.480  
acres sold to Eldon Development Corp on 27 January 1948.

No Track Easements Granted.

Item 16. **Eldon, MO** (Continued) Parcels 8,9,12,13,14,19,20,21,22,  
23,24,25,26,27,31,32 and 33.

The following parcels are located in the NE 1/4 of Section 4,  
Township 41 North, Range 15 West, Eldon, Miller County, MO

**Parcel 8**, 0.741 acres. Purchased by the St.L-KC-C RR Co. by  
Warranty Deed from Silas Brickley and wife on 31 August 1901.  
Recorded in Miller County Book 14, Page 293 on 7 November  
1903, Custodian 45b. Located between Engineering Station  
5277+38.5 and 5280+27 (MP 159.706 and MP 159.761), CRI&P  
Valuation Map V-14-MO, Sheet SL-1b.

Sales: 1.093 acres acquired. 0.352 acres sold to Eldon  
Buildings, Inc. on 7 August 1968.

No Track Easements Granted.

**Parcel 9**, 1.841 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Silas Brickley and wife on 18 May 1903. Recorded in Miller County Book 16, Page 290 on 7 November 1903, Custodian 45c. Located between Engineering Station 5274+29.5 and 5280+27 (MP 159.647 and MP 159.761), CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 2.732 acres acquired. 0.918 acres sold to Sav-Mor Inc. on 16 June 1971.

No Track Easements Granted.

**Parcel 12**, 0.137 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from John J. Pitchford and wife on 18 May 1903. Recorded in Miller County Book 16, Page 288 on 11 July 1903, Custodian 47. Located between Engineering Station 5280+27 and 5286+80 (MP 159.761 and MP 159.884), CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 0.517 acres acquired. 0.061 acres sold to Osage Products 25 April 1968, 0.095 acres sold to Central Missouri Turkey Hatchery on 1 July 1968, 0.122 acres sold to Gene Deffenbaugh on 19 July 1968, 0.068 acres sold to Sun Oil Co. on 26 June 1969 and 0.034 acres sold to Sav-Mor Inc. on 16 June 1971.

No Track Easements Granted.

**Parcel 13**, 0.471 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Mary E. Morris and P. S. Miller on 30 August 1901. Recorded in Miller County Book 14, Page 239 on 7 October 1901, Custodian 50a. Located east of Engineering Station 5286+80 (MP 159.884), CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 0.517 acres acquired. 0.061 acres sold to Osage Products 25 April 1968, 0.095 acres sold to Central Missouri Turkey Hatchery on 1 July 1968, 0.122 acres sold to Gene Deffenbaugh on 19 July 1968, 0.068 acres sold to Sun Oil Co. on 26 June 1969 and 0.034 acres sold to Sav-Mor Inc. on 16 June 1971.

No Track Easements Granted.

**Parcel 14**, 0.916 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 21 September 1901. Recorded in Miller County Book 14, Page 409 on 8 February 1902, Custodian 49c. Located between Engineering Station 5285+03 and 0031+04, (start MP 159.851), CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 1.087 acres acquired. 0.171 acres sold to Julian

C. Crane on 24 September 1970.

48' Track Easement Granted to Missouri Central Railroad  
(24' South of Mainline Centerline and 24' North of  
Mainline Centerline)

**Parcel 15**, 0.933 acres. Purchased by the St.L-KC-C RR Co. by  
Warranty Deed from Robert S. Harvey and wife on 18 May 1903.  
Recorded in Miller County Book 16 Page 292 on 11 July 1903,  
Custodian 49a. Located between Engineering Station 5285+03  
and 0031+04, (start MP 159.851), CRI&P Valuation Map V-14-MO,  
Sheet SL-1b.

Sales: 1.454 acres acquired. 0.192 acres sold to Julian  
C. Crane on 24 September 1970.

No Track Easements Granted.

**Parcel 19**, 0.275 acres. Purchased by the St.L-KC-C RR Co. by  
Warranty Deed from Robert S. Harvey and wife on 21 September  
1901 as part of Parcel 20. Recorded in Miller County Book 14,  
Page 409 on 8 February 1902, Custodian 49c. City of Eldon  
Ordinance 8375, created Maple St., shown on CRI&P Valuation  
Map V-14-MO, Sheet SL-1b.

No Track Easements Granted.

**Parcel 20**, 0.325 acres. Purchased by the St.L-KC-C RR Co. by  
Warranty Deed from Robert S. Harvey and wife on 21 September  
1901. Recorded in Miller County Book 14, Page 409 on 8  
February 1902, Custodian 49c. Located between Engineering  
Station 5285+03 and 0031+04, (Start MP 159.851), CRI&P  
Valuation Map V-14-MO, Sheet SL-1b.

Sales: 0.459 acres acquired. 0.134 acres sold to Skelly  
Oil Co. on 8 July 1968.

48' Track Easement Granted to Missouri Central Railroad  
(24' South of Mainline Centerline and 24' North of  
Mainline Centerline)

**Parcel 21**, 0.023 acres. Purchased by the St.L-KC-C RR Co. by  
Warranty Deed from Robert S. Harvey and wife on 21 September  
1901. Recorded in Miller County Book 14, Page 409 on 8  
February 1902, Custodian 49c. Designated as an Alley by Eldon  
City Ordinance 8375. Shown on CRI&P Valuation Map V-14-MO,  
Sheet SL-1b.

Sales: 0.046 acres acquired. 0.023 acres sold to Julian  
C. Crane on 24 September 1970.

48' Track Easement Granted to Missouri Central Railroad  
(24' South of Mainline Centerline and 24' North of  
Mainline Centerline)

**Parcel 22**, 0.282 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 21 September 1901. Recorded in Miller County Book 14, Page 409 on 8 February 1902, Custodian 49c. Depicted on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 0.459 acres acquired. 0.016 acres sold to Julian C. Crane on 24 September 1970. 0.161 acres sold to Eldon Buildings, Inc. on 7 August 1968.

48' Track Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 23**, 0.220 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 21 September 1901. Recorded in Miller County Book 14, Page 409 on 8 February 1902, Custodian 49c. Designated as Oak Street by Eldon City Ordinance 8375. Depicted on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 0.275 acres acquired. 0.055 acres sold to Gulf Oil Corporation on 7 October 1968.

48' Track Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 24**, 0.459 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 21 September 1901. Recorded in Miller County Book 14, Page 409 on 8 February 1902, Custodian 49c. Depicted on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

48' Track Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 25**, 0.046 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 21 September 1901. Recorded in Miller County Book 14, Page 409 on 8 February 1902, Custodian 49c. Designated as an Alley by Eldon City Ordinance 8375. Shown on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

48' Track Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 26**, 0.459 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 21 September 1901. Recorded in Miller County Book 14, Page 409 on 8 February 1902, Custodian 49c. Depicted on CRI&P Valuation Map

V-14-MO, Sheet SL-1b.

48' Track Easement Granted to Missouri Central Railroad  
(24' South of Mainline Centerline and 24' North of  
Mainline Centerline)

Item 16. **Eldon, MO** (Continued) Parcel 27,31,32 and 33.

**Parcel 27**, 0.335 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 21 September 1901(?). Recorded in Miller County Book 14, Page 409 on 8 February 1902, Custodian 49c (may be under 49a). Designated as Seventh Street by Eldon City Ordinance 8376. Depicted on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

Sales: 1.033 acres acquired. 0.004 acres sold to Skelly Oil Company on 8 July 1968. 0.402 acres sold to the City of Eldon on 19 February 1969. 0.138 acres sold to Mid-Missouri Oil Company on 24 June 1969. 0.0154 acres sold to Julian C. Crane on 24 September 1970.

No Track Easements Granted.

**Parcel 31**, 0.275 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 18 May 1903(?). Recorded in Miller County Book 16, Page 292 on 11 July 1903, Custodian 49a (may be under 49c). Designated as Maple Street by Eldon City Ordinance 8376. Depicted on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

No Track Easements Granted.

**Parcel 32**, 0.459 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Mary E. Morris and P.S. Miller on 18 May 1903. Recorded in Miller County Book 16, Page 292 on 11 July 1903, Custodian 49a. Shown on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

No Track Easements Granted.

**Parcel 33**, 0.046 acres. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Robert S. Harvey and wife on 18 May 1903(?). Recorded in Miller County Book 16, Page 292 on 11 July 1903, Custodian 49a (may be under 49c). Designated as an alley by Eldon City Ordinance 8376. Depicted on CRI&P Valuation Map V-14-MO, Sheet SL-1b.

No Track Easements Granted.

Item 17. **Barnett, MO**. Parcels 8,9,10,11,12,13

**Parcel 8**, 0.56 acres, 100', a portion of the NW 1/4 of the NE 1/4 of Section 27, Township 42 North, Range 16 West, Barnett, Morgan County, MO. Purchased by the St.L.K.C.&C RR by

Warranty Deed from William L. Hatler, et al, on 16 March 1901. Recorded in Morgan County Book 54, Page 369, 15 November 1901, Custodian 63. Located between Engineering Station 323+94.5 and 326+37 (MP 165.946 to MP 165.992), CRI&P Valuation Map V-15-MO, Sheet 2.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 9**, 1.540 acres, 50' ES, a portion of the NE 1/4 of Section 27, Township 42 North, Range 16 West, Barnett, Morgan County, MO. Purchased by the St.L.K.C.&C RR by Warranty Deed from William L. Hatler, et al, on 21 April 1902. Recorded in Morgan County Book 54, Page 625, 19 June 1902, Custodian 73. Located between Engineering Station 308.70(+/-) and 326+37 (MP 165.658 to MP 165.992), CRI&P Valuation Map V-15-MO, Sheet 2.

Sales: 2.028 acres acquired. Sold 0.488 to Banner & Sons Elevator on 27 Jan 1969.

No Track Easements Granted.

**Parcel 10**, 2.028 acres, 50' WS, a portion of the NE 1/4 of Section 27, Township 42 North, Range 16 West, Barnett, Morgan County, MO. Purchased by the St.L.K.C.&C RR by Warranty Deed from William L. Hatler, et al, on 21 April 1902. Recorded in Morgan County Book 54, Page 625, 19 June 1902, Custodian 73. Located between Engineering Station 308.70(+/-) and 326+37 (MP 165.658 to MP 165.992), CRI&P Valuation Map V-15-MO, Sheet 2.

No Track Easements Granted.

**Parcel 11**, 2.028 acres, a portion of the SW 1/4 of the SE 1/4 of Section 22, Township 42 North, Range 16 West, Barnett, Morgan County, MO. Purchased by the St.L.K.C.&C RR by Warranty Deed from J. E. Boan and wife, on 23 March 1901. Recorded in Morgan County Book 54, Page 356, 4 November 1901, Custodian 72. Located between Engineering Station 326+37 and 341+47.8 (MP 165.992 to MP 166.284), CRI&P Valuation Map V-15-MO, Sheet 2.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 12**, 0.008 acres, a portion of the SW 1/4 of the SE 1/4 of Section 22, Township 42 North, Range 16 West, Barnett, Morgan County, MO. Purchased by the St.L.K.C.&C RR by Warranty Deed from William L. Hatler, et al, on 21 April 1902. Recorded in Morgan County Book 54, Page 625, 19 June



1902, Custodian 73. Located between Engineering Station 326+37 and 336+70(+/-) (MP 165.992 to MP 166.188), CRI&P Valuation Map V-15-MO, Sheet 2.

Sales: 1.09 acres acquired. 1.082 sold to Banner & Sons Elevator on 27 Jan 1969.

No Track Easements Granted.

**Parcel 13**, 2.028 acres, a portion of the SW 1/4 of the SE 1/4 of Section 22, Township 42 North, Range 16 West, Barnett, Morgan County, MO. Purchased by the St.L.K.C.&C RR by Warranty Deed from William L. Hatler, et al, on 21 April 1902. Recorded in Morgan County Book 54, Page 625, 19 June 1902, Custodian 73. Located between Engineering Station 326+37 and 336+70(+/-) (MP 165.992 to MP 166.188), CRI&P Valuation Map V-15-MO, Sheet 2.

No Track Easements Granted.

Item 18. **Versailles, MO.** Parcels 28,67,69,71 and 74.

**Parcel 28**, 1.494 acres, Irregular, a portion of the NW 1/4 of Section 6, Township 42 North, Range 17 West, Versailles, Morgan County, MO. Purchased by the St.L.K.C.&C RR by Warranty Deed from John Freebrain et al on 1 September 1911. Recorded in Morgan County Book 71, Page 624, 29 January 1911, Custodian 97. Located between Engineering Station 925+72 and 940+75(MP), CRI&P Valuation Map V-15-MO, Sheet 5.

Sales: 0.40 acres sold to Repelmar Company, Inc. 14 February 1949. Recorded Custodian 97.

Partial sold to Gerbes Supermarket, 27 March 1958.

Partial to Carrie C. Williams, 28 Feb 1969, track easement reserved, recorded in Custodian 89d.

Parts of Lot 28 and 29, 2.36 acres total, sold to Versailles Industrial Development, 9 January 70.

No Track Easements Granted.

**Parcels 67,69,71,74**. All purchased from the B. St.L & S. Ry. Co. on 19 August 1936, recorded in Morgan County Book 105, page 103 on 19 September 1936. All are a portion of the E 1/2 of the NW 1/4 of Section 6, Township 42 North, Range 17 West, Custodian 103. All are off the mainline right of way. Valuation Map V-15-MO, Sheet S-5.

**Parcel 67**, 0.31 acres

**Parcel 69**, 0.39 acres

**Parcel 71**, 0.304 acres

**Parcel 74**, 2.244 acres. 2.52 acres acquired, approximately 12,000 sq. ft. sold to Versailles Industrial Development Corp on 9 Jan 1970.

No Track Easements Granted, Parcels 67,69,71 and 74.

Item 19. **Stover, MO.** Parcels 8 and 11.

**Parcel 8**, 1.768 acres, 150' NS, a portion of the E 1/2 of the NW 1/4 of Section 2, Township 42 North, Range 19 West, Morgan County, MO. Purchased by the St.L. K.C. & C RR by Warranty Deed from Peter Hughes & Wife on 19 May 1903. Recorded in Morgan County Book 58, Page 75 on 22 May 1903, Custodian 20b. Located between Engineering Station 1363+00 and 1374+63.3 (MP 185.636 to MP 185.857), CRI&P Valuation Map V-15-MO, Sheet 7.

Sales: 2.875 acres acquired. 1.107 acres sold to Park Hill of Stover, Inc. on 20 March 1969, filed under Custodian Number 24b.

**Parcel 11**, 1.065 acres, 150' NS, other items same as Parcel 8. Located between Engineering Station 1374+63.3 and 1376+50 (MP 185.857 to MP 185.892), CRI&P Valuation Map V-15-MO, Sheet 7.

Sales: 1.96 acres acquired, 0.895 acres sold to Howard A. Hoff's on 22 May 1986, No. SSW-532.

No Track Easements Granted, Parcels 8 and 11.

Item 20. **Ionia, MO.** Parcels 8,10 and 15.

**Parcel 15**, 3.04 acres (100'), a portion of the NW 1/4 of the SW 1/4 of Section 17, Township 43 North, Range 21 West, Benton County, MO. Purchased by the St.L. K.C. & C RR by Warranty Deed from John Stohr & wife on 6 August 1902. Recorded in Benton County Book 86, Page 187 on 8 October 1902, Custodian 11. Located between Engineering Station 2340+46 and 2353+69 (MP 202.459 to MP 202.709), CRI&P Valuation Map V-15-MO, Sheet 11.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 8**, 5.93 acres (100'), a portion of the S 1/2 of the NW 1/4 of Section 13, Township 43 North, Range 22 West, Benton County, MO. Purchased by the St.L. K.C. & C RR by Warranty Deed from John P. Schluesing & Wife on 26 September 1902. Recorded in Benton County Book 8, Page 182 on 26 September 1902, Custodian 60. Located between Engineering Station 2485+90 and 2511+73 (MP 205.213 to MP 205.702), CRI&P Valuation Map V-15-MO, Sheet 12.

16' Mainline Easement Granted to Missouri Central  
Railroad (Centered, 8' South of Mainline Centerline, 8'  
North of Mainline Centerline)

**Parcel 10**, 2.96 acres (50'NS), a portion of the S 1/2 of the  
NW 1/4 of Section 13, Township 43 North, Range 22 West,  
Benton County, MO. Purchased by the St.L. K.C. & C RR by  
Warranty Deed from Joseph Calfee on 12 May 1903. Recorded in  
Benton County Book 88, Page 81 on 23 June 1903, Custodian 60.  
Located between Engineering Station 2485+90 and 2511+73 (MP  
205.213 to MP 205.702), CRI&P Valuation Map V-15-MO, Sheet  
12.

No Track Easements Granted.

Item 21. **Windsor, MO.** Parcels 12,13,14,15A and 21.

**Parcel 12**, 2.2899 acres (150'SS), a portion of the NE 1/4 of  
the SE 1/4 of Section 1, Township 44 [43] North, Range 24  
West, Henry County, MO. Purchased by the St.L. K.C. & C RR by  
Warranty Deed from George P. Shelton on 14 July 1903.  
Recorded in Henry County Book 158 Page 337 on 15 July 1903,  
Custodian 14. Located between Engineering Station 3061+60 and  
3068+85 (MP 216.117 to MP 216.254), CRI&P Valuation Map V-15-  
MO, Sheet S-15.

Sales: 0.517 acres sold to Skelly Oil Co. on 6 Feb 1969.  
Roadway easement reserved. Recorded in Custodian Number  
14.

No Track Easements Granted.

**Parcel 13**, 0.0537 acres (Triangular), a portion of the SE 1/4  
of the NE 1/4 of Section 1, Township 44 [43] North, Range 24  
West, Henry County, MO. Purchased by the St.L K.C. & C RR by  
Conditional Deed [condemnation] from Finnis E. Means on 12  
November 1902. No Book Reference Provided. Custodian 27a.  
Starting location Engineering Station 3068+85 (MP 216.254),  
CRI&P Valuation Map V-15-MO, Sheet S-15.

**Parcel 14**, 0.1512 acres (Irregular), a portion of the SE 1/4  
of the NE 1/4 of Section 1, Township 44 [43] North, Range 24  
West, Henry County, MO. Purchased by the St.L. K.C. & C RR by  
Conditional Deed [condemnation] from Finnis E. Means on 12  
November 1902. No Book Reference Provided. Custodian 27b.  
Starting location Engineering Station 3068+85 (MP 216.254),  
CRI&P Valuation Map V-15-MO, Sheet S-15.

No Track Easements Granted.

**Parcel 15A**, 0.0293 acres (Triangular), a portion of the SE  
1/4 of the NE 1/4 of Section 1, Township 44 [43] North, Range  
24 West, Henry County, MO. Purchased by the St.L. K.C. & C

RR. Deed is Missing. No Book Reference Provided. Custodian 27b. Starting location Engineering Station 3068+85 (MP 216.254), CRI&P Valuation Map V-15-MO, Sheet S-15.

No Track Easements Granted.

**Parcel 21**, 6.770 acres (Irregular), a portion of the NW 1/4 of the NE 1/4 of Section 1, Township 44 [43] North, Range 24 West, Henry County, MO. Purchased by the St.L. K.C. & C RR by Warranty Deed from Richard Taylor on 9 December 1902. Recorded in Henry County Book 148, Page 400, 22 December 1902, Custodian 8. Located between Engineering Station 3074+60 and 3100+46 (MP 216.363 and MP 216.853), CRI&P Valuation Map V-15-MO, Sheet S-15.

Sales: 13.9325 acres acquired. Sold 7.1625 acres to Windsor Fertilizer Inc. on 29 March 1968. Track Easement Reserved, Record Custodian 8

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

Item 22. **Leeton, MO.** Parcels 14 and 22.

**Parcel 14**, 1.865 acres, 150' SS, a portion of the NW 1/4 of the SE 1/4 of Section 20, Township 44 North, Range 25 West, Johnson County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from L. W. Eruchart & wife on 5 May 1903. Recorded in Johnson County Book 137, Page 144 on 2 July 1903, Custodian 66b. Located between Engineering Station 3632+76 and 3645+65 (MP 226.934 to MP 227.178), CRI&P Valuation Map V-15-MO, Sheet 17.

Sales: 4.43875 acres acquired, sold 1.38 acres to Robert Houk on 19 July 1968 (Track Easement Retained), granted easement of 52,000 sq. ft. to City of Leeton, 8 July 1953.

**Parcel 22**, 1.55 acres, 50' NN, a portion of the NW 1/4 of the SE 1/4 of Section 20, Township 44 North, Range 25 West, Johnson County, MO. Purchased by the St.L-KC-C RR Co. by Quit Claim Deed from Southern States on 18 March 1963. Recorded in Johnson County Book 373, Page 97, 1 May 1963, Custodian 44. Located between Engineering Station 3632+76 and 3645+65 (MP 226.934 to MP 227.176), CRI&P Valuation Map, Sheet 17.

No Track Easements Granted.

Item 23. **Medford, MO.** Parcels 6 and 8.

**Parcel 6**, 8.80 acres, 200' N, a portion of the SE 1/4 of the SW 1/4 of Section 34, Township 45 North, Range 25 West, Johnson County, MO. Purchased by the St.L-KC-C RR Co. by

Warranty Deed from J. R. Klophenstein & wife on 13 March 1903. Recorded in Johnson County Book 132, Page 593 on 7 April 1903, Custodian 16a. Located between Engineering Station 4599+83 and 4614+35 (MP 245.250 to MP 245.525), CRI&P Valuation Map V-15-MO, Sheet 22.

16' Mainline Easement Granted to Missouri Central Railroad (Centered, 8' South of Mainline Centerline, 8' North of Mainline Centerline)

**Parcel 8**, 5.01 acres, 150'NS, a portion of the SE 1/4 of the SW 1/4 of Section 34, Township 45 North, Range 25 West, Johnson County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from M. R. Snyder & wife on 20 June 1903. Recorded in Johnson County Book 137, Page 145 on 2 July 1903, Custodian 17b. Located between Engineering Station 4614+35 and 4628+90 (MP 245.525 to MP 245.800), CRI&P Valuation Map V-15-MO, Sheet 22.

No Track Easements Granted.

Item 24. **Pleasant Hill, MO.** Parcels 6,7,12,16,17,18,19 and 20.

**Parcel 6**, 0.275 acres, Irregular, Lots 14-15 Weeklin Addition, Pleasant Hill, MO. Purchased by the Kansas City Rock Island Railway Company by Warranty Deed from Ruth Edgar & G. P. Smith, Trustee on 5 March 1903. Recorded in Cass County Book 158, Page 58 on 25 May 1903, Custodian 59. Starting location Engineering Station 1505+92 (MP 262.808), CRI&P Valuation Map V-16-MO, Sheet S-2 & 3.

Sales: 0.3474 acres acquired. Sold 3,135 sq. ft. to Pleasant Hill Grain & Supply, 27 May 1968.

48' Mainline Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 7**, 0.162 acres, Irregular, Lots 10,11,12,13 Weeklin Addition, Pleasant Hill, MO. Purchased by the Kansas City Rock Island Railway Company by Warranty Deed from H. T. Cloud & wife on 30 March 1903. Recorded in Cass County Book 158, Page 32 on 25 May 1903, Custodian 53. No Starting location (off mainline), CRI&P Valuation Map, V-16-MO, Sheet S-2 & 3.

Sales: 21,975 Sq. ft. acquired. Sold partial to Pleasant Hill Grain & Supply, 27 May 1968.

48' Mainline Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 12**, 2.876 acres, Irregular, a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 46 North, Range 30 West,

Cass County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from W. R. Brannock & wife on 4 March 1903. Recorded in Cass County Book 158, Page 18 on 25 May 1903, Custodian 56. Located between Engineering Station 1506+45 and 1501+02 (MP 262.798 to MP 262.901), CRI&P Valuation Map V-16-MO, Sheet S-2 & 3.

Sales: 2.8917 acres acquired. Sold approx. 702 sq. ft. to Pleasant Hill Grain & Supply, 27 May 1968

48' Mainline Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 16**, 0.279 acres, Irregular, a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 46 North, Range 30 West, Cass County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Kittie Wilson & husb on 18 March 1903. Recorded in Cass County Book 158, Page 23 on 25 May 1903, Custodian 68. Located between Engineering Station 1500+45 and 1499+40 (MP 262.912 to MP 262.932), CRI&P Valuation Map V-16-MO, Sheet S-2 & 3.

48' Mainline Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 17**, 0.1918 acres, Irregular, a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 46 North, Range 30 West, Cass County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from H. Jerad(?) & wife on 8 April 1903. Recorded in Cass County Book 158, Page 53 on 10 June 1903, Custodian 64. Starting location Engineering Station 1499+40 (MP 262.932), CRI&P Valuation Map V-16-MO, Sheet S-2 & 3.

16' Track Easement Granted to Missouri Central Railroad (16' North of Mainline Centerline)

**Parcel 18**, 2.607 acres, Irregular, a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 46 North, Range 30 West, Cass County, MO. Purchased by the St.L-KC-C Co. by Warranty Deed from J. D. Cooley & wife on 28 May 1903. Recorded in Cass County Book 158, Page 59 on 2 July 1903, Custodian 71. Located between Engineering Station 1499+40 and 1495+47 (MP 262.932 to MP 263.006), CRI&P Valuation Map V-16-MO, Sheet S-2 & 3.

48' Mainline Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 19**, 0.93 acres, Irregular, a portion of the SE 1/4 of the SE 1/4 of Sections 19, Township 46 North, Range 30 West,

Cass County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from A. R. Wherritt & wife on 14 March 1903. Recorded in Cass County Book 158, Page 21 on 25 May 1903, Custodian 66. Located between Engineering Station 1495+47 and 1493+53 (MP 262.006 to MP 263.043), CRI&P Valuation Map V-16-MO, Sheet S-2 & 3.

48' Mainline Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

**Parcel 20**, 3.241 acres, Irregular, a portion of the SE 1/4 of the SE 1/4 of Section 19, Township 46 North, Range 30 West, Cass County, MO. Purchased by the St.L-KC-C RR Co. by Warranty Deed from Sam Haeden, Jr. on 7 April 1903. Recorded in Cass County Book 158, Page 40 on 25 May 1903, Custodian 70. Located between Engineering Station 1493+53 and 1489+91 (MP 263.043 to MP 263.112), CRI&P Valuation Map V-16-MO, Sheet S-2 & 3.

48' Mainline Easement Granted to Missouri Central Railroad (24' South of Mainline Centerline and 24' North of Mainline Centerline)

Sales: Total 32,810 sq. ft. in both parcels 19 and 20 sold to Hydro Gas Company on 25 March 1969 - track easement reserved.

### Section 3.1.3 First Segment – Pleasant Hill to Wingate

On November 8, 2010, Missouri Central Railroad Company and Central Midland Railway Company jointly filed a "Verified Notice of Exemption" with the Surface Transportation Board for abandonment and discontinuance of approximately 5.6 miles of rail line between mileposts 257.283 (near Wingate) and 262.906 (near Pleasant Hill) in Cass County, Missouri (STB Docket No. AB-1068X). The proposed date for consummation of abandonment and discontinuance was on or after December 28, 2010.

On November 9, 2010, the Missouri Department of Natural Resources filed requests for Interim Trail Use and a Public Use Condition on the rail line proposed to be abandoned.

On December 17, 2010, Missouri Central Railroad Company expressed its willingness to negotiate with the Missouri Department of Natural Resources for an interim trail use agreement.

On December 27, 2010, a Notice of Interim Trail Use or Abandonment (NITU) was issued by the Surface Transportation Board.

On October 31, 2012, Missouri Central Railroad and the Missouri Department of Natural Resources filed a Notice of Interim Trail Use Agreement and Property Transfer with the STB. A Quit Claim Deed was executed on the same day and was filed in Cass County on November 1, 2012, Deed Book 3623, page 691.

#### Section 3.1.4 Second Segment – Wingate to Windsor

On May 20, 2013, Missouri Central Railroad Company and Central Midland Railway Company jointly filed a "Verified Notice of Exemption" with the Surface Transportation Board for abandonment and discontinuance of approximately 42 miles of rail line between mileposts 257.283, near Wingate in Cass County, and milepost 215.325, near Windsor in Pettis County, Missouri (STB Docket No. AB-1068 (Sub-No. 1X)). The proposed date for consummation of abandonment and discontinuance was on or after July 9, 2013.

On June 14, 2013, the Missouri Department of Natural Resources filed requests for Interim Trail Use and a Public Use Condition on the rail line proposed to be abandoned.

On June 19, 2013, Missouri Central Railroad Company expressed its willingness to negotiate with the Missouri Department of Natural Resources for an interim trail use agreement.

On July 8, 2013, a Notice of Interim Trail Use or Abandonment (NITU) was issued by the Surface Transportation Board.

On February 20, 2015, Missouri Central Railroad and the Missouri Department of Natural Resources filed a Notice of Interim Trail Use Agreement and Property Transfer with the STB. A Memorandum of Second Interim Trail Use Agreement and a Quit Claim Deed were executed on the same day and were filed in Cass County, Johnson County, Henry County and Pettis County, Missouri.

#### Section 3.1.5 Third Segment – Windsor to Beaufort

On November 18, 2014, Missouri Central Railroad Company and Central Midland Railway Company jointly filed a "Verified Notice of Exemption" with the Surface Transportation Board for abandonment and discontinuance of approximately 144.3 miles of rail line in two segments. The first segment covers the railroad line between mileposts 263.5 and 262.906, near Pleasant Hill in Cass County, and the second segment covers the railroad line between milepost 215.325, near Windsor in Pettis County, and milepost 71.6, near Beaufort in Franklin County, Missouri (STB Docket No. AB-1068 (Sub-No. 3X)). The proposed date for consummation of abandonment and discontinuance was on or after January 7, 2015.

On December 17, 2014, the Missouri Department of Natural Resources filed requests for Interim Trail Use and a Public Use Condition on the rail line proposed to be abandoned.

On December 17, 2014, Missouri Central Railroad Company expressed its willingness to negotiate with the Missouri Department of Natural Resources for an interim trail use agreement.

On February 26, 2015, a Notice of Interim Trail Use or Abandonment (NITU) was issued by the Surface Transportation Board.

On December 20, 2019, Missouri Central Railroad Company and the Missouri Department of Natural Resources filed a Notice of Interim Trail Use Agreement with the STB. The notice stated that transfer of the property would not be completed until fundraising goals and other conditions were met.

On December 15, 2021, a Notice of Property Transfer was filed with the STB. A Memorandum of Third Interim Trail Use and Real Estate Donation Agreement and a Quit Claim Deed were executed on December 14, 2021 and filed in each county.



### Section 3.1.6 Fourth Segment – Beaufort to Union

On February 27, 2015, Missouri Central Railroad Company conveyed to V and S Railway LLC all of its existing rail property between milepost 19.0, near Vigus in Saint Louis County, Missouri, and milepost 71.6, near Beaufort, Franklin County, Missouri (Franklin County Document # 1502650). V and S Railway LLC, then, entered into a Trail Use License Agreement with Missouri Central Railroad Company for a non-exclusive license to develop a recreational trail outside the existing rail bed from milepost 59 to milepost 71.6 (Franklin County Document # 1503181). This agreement anticipated a future assignment of the license to the Missouri Department of Natural Resources.

On December 14, 2021, Missouri Central Railroad Company assigned its Trail Use License to the Missouri Department of Natural Resources (Franklin County Document # 2207477).

On January 12, 2022, V and S Railway LLC conveyed to Missouri Eastern Railroad LLC all of its rail property between milepost 19.0 near Vigus and milepost 61.89 near Union in Franklin County, Missouri (Franklin County Document # 2201609).

On October 4, 2022, V and S Railway LLC filed a "Notice of Exemption" with the Surface Transportation Board for abandonment of approximately 9.71 miles of rail line from milepost 71.6 at Beaufort to milepost 61.89 at Union in Franklin County, Missouri (STB Docket No. AB 603 (Sub-No. 5X)). The proposed date for consummation of abandonment was on or after November 17, 2022.

On October 24, 2022, the Missouri Department of Natural Resources filed a petition for the issuance of a Notice of Interim Trail Use on the rail line proposed to be abandoned.

On October 25, 2022, V and S Railway, LLC expressed its willingness to negotiate with the Missouri Department of Natural Resources for an interim trail use agreement.

On November 18, 2022, a Notice of Interim Trail Use or Abandonment (NITU) was issued by the Surface Transportation Board.

On November 1, 2023, a one-year extension of the negotiation period was granted by the Surface Transportation Board, extending the deadline for negotiation to November 18, 2024.

## **Section 3.2 Acquisitions**

### Section 3.2.1 First Segment - Pleasant Hill to Wingate

Missouri Central Railroad Company to Missouri Department of Natural Resources

Cass County Deed Book 3623, page 691 (File # 511097)  
October 31, 2012

#### Quit Claim Deed

All that portion of the Grantor's existing rail property, if any, described in the License Agreement, located in Cass County, Missouri, between milepost 257.283, near Wingate, Missouri, and milepost 262.906, near Pleasant Hill, Missouri, and more particularly described as follows:

A strip of land of varying widths consisting of fee simple and right-of-way interests constituting a corridor beginning at milepost 257.283, near Wingate in Cass County, Missouri and extending in a generally western direction to milepost 262.906, near Pleasant Hill in Cass County, Missouri, a distance of 5.6 miles, more or less, together with all rights-of-way, station grounds and other real property associated therewith, not excluded and excepted herein, and all improvements and fixtures located thereon, including all buildings, bridges and trestles, including the ties located thereupon, and all mile post markers, culverts, ballasts and similar structures and improvements, but not including rails, tie plates, signals, wires, joint bars, turnout materials, anchors, bolts, spikes, washers and other steel.

The foregoing quitclaim conveyance is subject, however, and shall not include, Grantor's rights in and to the following:

1. Right of First Refusal as provided in that certain Interim Trail Use and Real Estate Purchase Agreement between Grantor and Grantee, dated October 25, 2012 (the "ITUA"), a Memorandum of which is recorded of even date herewith in Book 03621, Page 0863 of the records of the Cass County, Missouri Recorder of Deeds.
2. Right of First Offer as provided in the ITUA.
3. The Right of Grantor to reactivate the Property for rail use to the extent permitted by law, including, without limitation, in the event that rail service is required under the United States National Trails System Act Amendments of 1983, 16 United States Code Sections 1241 et seq. (the "Trails Act"), or 49 Code of Federal Regulations Section 1152.50;
4. This Deed shall be interpreted to conform to Section 8(d) of the Trails Act, and pursuant to the ITUA and the Trails Act, Grantee has assumed all financial, managerial and legal responsibility and liability for use of the Property to defend, indemnify and hold Grantor harmless therefor. No use of the Property by Grantee shall impair future restoration of rail service pursuant to the Trails Act. In the event that the United States Surface Transportation Board ("STB") determines that reactivation of rail service on the Property is necessary for the public convenience and necessity, Grantee shall transfer the Property to the acquiring entity in accordance with any lawfully applicable STB decision.

### Section 3.2.2 Second Segment - Wingate to Windsor

Missouri Central Railroad Company to Missouri Department of Natural Resources

Henry County Deed Book 707, page 2484  
Johnson County Deed Book 3540, page 161  
February 20, 2015

## Quit Claim Deed

All that portion of the Grantor's existing rail property, if any, described in the License Agreement, located in Cass, Henry, Johnson, and Pettis Counties, Missouri, between milepost 257.283, near Wingate, Missouri, and milepost 215.325, near Windsor, Missouri, and more particularly described as follows:

A strip of land of varying widths consisting of fee simple and right-of-way interests constituting a corridor beginning at milepost 257.283, near Wingate in Cass County, Missouri and extending in a generally eastern direction to milepost 215.325, near Windsor in Pettis County, Missouri, a distance of 42 miles, more or less, together with all rights-of-way, station grounds and other real property associated therewith, not excluded and excepted herein, and all improvements and fixtures located thereon, including all buildings, bridges and trestles, including the ties located thereupon, and all mile post markers, culverts, ballasts and similar structures and improvements, but not including rails, tie plates, signals, wires, joint bars, turnout materials, anchors, bolts, spikes, washers and other steel, excepting therefrom, any and all that portion of said land owned by General Railway Company.

The foregoing quitclaim conveyance is subject, however, and shall not include, Grantor's rights in and to the following:

1. Right of First Refusal as provided in that certain Second Interim Trail Use and Real Estate Purchase Agreement between Grantor and Grantee, dated February 20, 2015 (the "Second ITUA"), a Memorandum of which is recorded of even date herewith in ... the records of the Cass, Henry, Johnson, and Pettis Counties, Missouri Recorder of Deeds.
2. Right of First Offer as provided in the Second ITUA.
3. The Right of Grantor to reactivate the Property for rail use to the extent permitted by law, including, without limitation, in the event that rail service is required under the United States National Trails System Act Amendments of 1983, 16 United States Code Sections 1241 et seq. (the "Trails Act"), or 49 Code of Federal Regulations Section 1152.50;
4. This Deed shall be interpreted to conform to Section 8(d) of the Trails Act, and pursuant to the Second ITUA and the Trails Act, Grantee has assumed all financial, managerial and legal responsibility and liability for use of the Property to defend, indemnify and hold Grantor harmless therefor. No use of the Property by Grantee shall impair future restoration of rail service pursuant to the Trails Act. In the event that the United States Surface Transportation Board ("STB") determines that reactivation of rail service on the Property is necessary for the public convenience and necessity, Grantee shall transfer

the Property to the acquiring entity in accordance with any lawfully applicable STB decision.

### Section 3.2.3 Third Segment - Windsor to Beaufort

Missouri Central Railroad Company to Missouri Department of Natural Resources

Benton County Deed Book 2022, page 32  
Cass County Deed Book 4818, page 77  
Cole County Deed Book 734, page 803  
Franklin County Document # 2207475  
Gasconade County Document # 2022-0023  
Maries County Deed Book 2022, page 12  
Miller County Deed Book 2021, page 7126  
Morgan County Instrument # 202200092  
Pettis County Document # 2022-0027  
December 14, 2021

Quit Claim Deed

Exhibit A, description of real estate:

All that portion of the Railroad's existing rail property, if any, located in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Missouri, in either of the two segments: (1) between milepost 215.325, near Windsor, Missouri, and milepost 71.6 near Beaufort, Missouri, and (2) between mileposts 263.5 and 262.906 near Pleasant Hill, Missouri, more particularly described as follows:

A strip of land of varying widths consisting of fee simple and right-of-way interests constituting a corridor consisting of two segments: (1) beginning at milepost 215.325, near Windsor in Pettis County, Missouri extending in a generally eastern direction to milepost 71.6 near Beaufort in Franklin County, Missouri, a distance of 143.7 miles, more or less, and (2) beginning at milepost 263.5 near Pleasant Hill in Cass County, Missouri extending in a generally southeastern direction to milepost 262.906 near Pleasant Hill in Cass County, Missouri, a distance of 0.6 miles, more or less, together with all rights-of-way, station grounds and other real property associated therewith, not excluded and excepted herein, and all improvements and fixtures located thereon, including all buildings, bridges and trestles, including the ties located thereupon, and all mile post markers, culverts, ballasts and similar structures and improvements, but not including the former railroad depot in Eldon described as Parcel B in Attachment A, and not including rails, tie plates, signals, wires, joint bars, turnout materials, anchors, bolts, spikes, washers and other steel, excepting therefrom, any and all that portion of said land owned by GRCH Corporation.

## Exhibit B, reservations and other matters:

The foregoing quitclaim conveyance is subject, however, and shall not include, Grantor's rights in and to the following:

The Right of Grantor to reactivate the Property for rail use to the extent permitted by law, including, without limitation, in the event that rail service is required under the United States National Trails System Act Amendments of 1983, 16 United States Code Sections 1241 et seq. (the "Trails Act"), or 49 Code of Federal Regulations Section 1152 or 1150. This Deed shall be interpreted to conform to Section 8(d) of the Trails Act, and pursuant to the Third ITUA and the Trails Act, Grantee has assumed full responsibility for management of the Property and for any legal liability arising out of such transfer or use of the Property, unless Grantee is immune from liability, then Grantee has agreed to indemnify Grantor against any potential liability arising out the transfer or use of the Property by Grantee consistent with 49 CFR 1152.29(a)(2), and has assumed full responsibility for the payment of any and all taxes that may be levied or assessed against the Property. No use of the Property by Grantee shall impair future restoration of rail service pursuant to the Trails Act. In the event that the United States Surface Transportation Board ("STB") determines that reactivation of rail service on the Property is necessary for the public convenience and necessity, Grantee shall transfer the Property to the acquiring entity in accordance with any lawfully applicable STB decision.

### Section 3.3 Original Deeds

Original acquisition documents were not transferred to the Missouri Department of Natural Resources. Therefore, copies must be obtained from the appropriate county records. Acquisition information is, however, listed on the right-of-way and track maps of the Chicago, Rock Island and Pacific Railway Company.

### Section 3.4 Right-of-way and Track Maps

Track Maps can be found in the Land Survey Index under each of these "Location of Original Document" codes:

714 Railroads:

Right-of-way Maps for the "Rock Island Lines" were obtained from the St. Louis Southwestern Railway Company and were microfilmed by the Missouri State Land Survey in May 1982. This set covers the area from Mile Post 70, east of Beaufort in Franklin County to Mile Post 270 near Greenwood in Jackson County. Included are revised curve data for a 1935 realignment of the tracks and some later notations. Station maps are not included, however. Original images are located on microfiche from jacket 714/0082A to jacket 714/0091A. Grayscale digital images were produced by scanning from the microfiche with image quality that is okay, but not great. The digital images made available through the Land Survey Index were degraded by IT staff to reduce file size.

## 747 Missouri State Park Board:

Right-of-way and Track Maps of the Chicago, Rock Island and Pacific Railway Company are scans from black and white copies. They cover the area from Union in Franklin County to Mile Post 288 at Leeds in Jackson County. The revised curve data from the 1935 track realignment and later notations are not included on these documents. Station maps are included.

Surveyor	Doc Date	Root Ref	Subdivision	Loc Org	Document Name
R.I.	07-01-1915	R.O.W.		714	7140088A
MKT CO	06-30-1919	ROW 15		714	7140318A
MKT CO	06-30-1918	ROW S15		714	7140343B
0000002162	10-30-1991	MKT-106		714	<a href="#">Y0820625</a>
MKT	06-30-1918	MKT S-15	WINDSOR STATION MAP	747	<a href="#">Y1807868</a>
MKT	06-30-1918	MKT MP247-251	WINDSOR ROW TM	747	<a href="#">Y1807926</a>
0000002102	07-09-2015	RI TRAIL PHS 9	PLEASANT HILL TO WINDSOR	747	<a href="#">Y1807998</a>
RI	06-30-1915	RI V15MO-14	WINDSOR ROW TM MP 212 216	747	<a href="#">Y1807972</a>
RI	06-30-1915	RI V15MO-S15	WINDSOR SM	747	<a href="#">Y1807973</a>
RI	06-30-1915	RI V15MO-15	WINDSOR ROW TM MP 216 220	747	<a href="#">Y1807974</a>
2002014098	05-28-2019	00504	ROCK ISLAND TRAIL ST PK AT WIN	747	<a href="#">Y1909866</a>

### Section 3.5 Preservation of Rail Centerline

#### Section 3.5.1 First Segment – Pleasant Hill to Wingate

It does not appear that any effort was made to preserve the rail centerline on this segment.

#### Section 3.5.2 Second Segment – Wingate to Windsor

CDG Engineers of St. Louis, Missouri, was contracted by Missouri State Parks to provide engineering services for development of the Rock Island "Spur." As part of their contract, they were responsible for providing reference monumentation to preserve the location of the railroad centerline. In fulfillment of that responsibility, they prepared "Railroad Right-of-way Centerline of Tracks Recovery Plats."

Digital images of these "Recovery Plats" were submitted to the Missouri State Land Survey Repository for inclusion in the Land Survey Index. In order to control the file size, the images have been grouped according to the "phase" designation assigned by CDG Engineers.

Cass County, Phase 2 (MoSLS scan file: Y1807997.pdf)

Johnson County, Phase 3 (MoSLS scan file: Y1807999.pdf)

Johnson County, Phase 4 (MoSLS scan file: Y1808000.pdf)

Johnson County, Phase 5 (MoSLS scan file: Y1808001.pdf)

Johnson County, Phase 6 (MoSLS scan file: Y1808002.pdf)

Johnson County, Phase 7 (MoSLS scan file: Y1808003.pdf)

Johnson County, Phase 8 (MoSLS scan file: Y1808004.pdf)

Henry County, Phase 9 (MoSLS scan file: Y1807998.pdf)

These "Recovery Plats" have been signed by Mark W. Birchler, PLS 2102, dated July 9, 2015, with the following "Surveyors Declaration" and "General Notes":

SURVEYORS DECLARATION:

This is to certify that we have during March, 2014 by the order of Missouri State Parks, prepared a recovery plat for the centerline of the old railroad tracks of the Chicago, Rock Island and Pacific Railway Company on "Tracts of land being within Cass County, Johnson County, Henry County and Pettis County, Missouri" and the results are shown on this recovery plat to the best of my knowledge and belief. The existing deeds for the railroad right-of-way centerline of tracks, as originally created, generally stated that it was typically 50 feet wide from each side of the, "centerline of the route and line of Kansas City, Rock Island Railway Company, as the same is now surveyed, staked and located ...". The centerline of tracks will lose its physical evidence when the rails are removed for the construction of the "Rock Island Trail". The purpose of this recovery plat is to reestablish, restore and/or delineate the railroad right-of-way centerline.

We have surveyed and established witness monuments adjacent to the railroad right-of-way centerline for the recovery of said centerline. These witness monuments are approved semi-permanent monuments under the Missouri regulations (20 CSR 2030-16.06, Section 3A). This plat does not constitute an actual boundary survey and is only intended to be used for the recovery of the railroad right-of-way centerline.

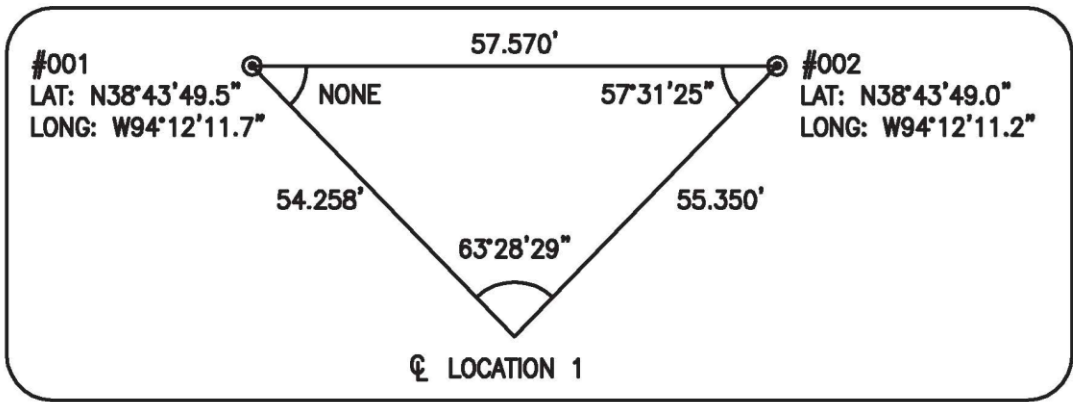
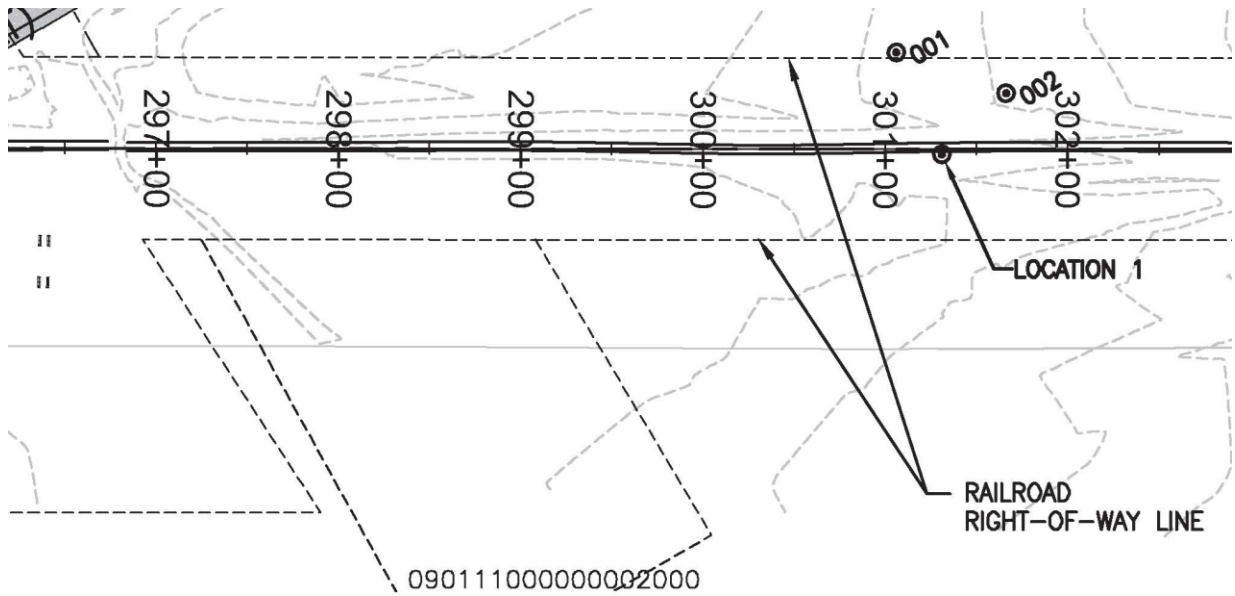
GENERAL NOTES:

1. This plat does not constitute an actual boundary survey. The intent is to provide monumentation of the centerline of railroad tracks and to be used for the reestablishment of the railroad right-of-way centerline of tracks. No boundary lines or property lines were set or established on this plat.
2. The witness monuments and centerline of tracks locations shown on this plat are located within Cass, Johnson, Henry,

Pettis County, Missouri.

3. Parcel identification numbers were provided by the appropriate county's assessors office.
4. The location diagrams, shown on this plat, are not to scale. These location diagrams are representing the angles, distances, latitudes and longitudes that were established during the surveying.
5. "[circular symbol]" denotes that a 1/2" diameter by 18" in length steel reinforced rod with a 2" aluminum cap was set, as the witness monument to the railroad right-of-way centerline. The aluminum caps were pre-stamped and reads, "MODNR/MSP WITNESS MARKER OF CL OF R.R.". Each witness monument has its on individual number stamped on the 2" aluminum cap for the clarity of the field notes during the recovery process.
6. A Global Positioning System (G.P.S.) unit was used to measure the approximate latitudes & longitudes of each witness monument that was set, for the recovery process. The measurement accuracy of the latitudes & longitudes are 10'± (3 meters). This measurements of latitudes & longitudes are not to be used to reestablish the witness monuments.





To date I have worked on five projects on the Rock Island Spur on which I have had opportunity to search for the witness monuments set by CDG Engineers.

At Medford I searched for sixteen (16) of the witness monuments and found all sixteen (16). This was my first experience searching for these monuments, so there was a learning curve involved. The only means that CDG Engineers provided for finding the witness monuments are navigation grade coordinates reported to be within 10 feet of the marker. Having navigated to the location of a marker, I found no surface indication of where it may be, so a systematic probing with a metal detector was required. To narrow the search area for a pair of witness monuments I figured out that I could determine the approximate distance of the pair from the centerline by making a trigonometric calculation from the triangle data provided. Once that distance was determined, I systematically probed a line parallel to the centerline of the rail bed at that distance in each direction until I detected something with the metal detector. I found many railroad spikes and various pieces of metal. After each false find, I would remove the metal and continue probing until I finally found the marker. Having found one of the witness monuments for a pair, the other could easily be found by measuring the distance as shown on the recovery plat. I found that the margin of error for the navigation coordinates could be as much as 20 feet. On average I think I spent about an hour searching for each pair. The search for each pair is totally independent of all other pairs, since no relationship between pairs was provided by CDG Engineers. The search requires extreme patience and perseverance.

At Chilhowee I searched for fourteen (14) of the witness monuments and was able to find ten (10). Having gained search experience at Medford, I was more prepared as far as the approach to finding the witness monuments, but the task was no easier. The same methodical searching was required. The two pairs of witness monuments that I was not able to find were located at road crossings with lots of metal debris. Had I continued to search, I might have found them eventually, but I found enough to be able to locate the centerline, so it wasn't critical.

At Windsor I searched for twenty-six (26) of the witness monuments and was able to find twenty (20). Again, the same methodical search method was required. I was a little more impatient on this project and had to make three attempts on some pairs of witness monuments before I found them. Many of the search areas on this project had piles of rotten railroad ties, downed trees and heavy brush that made the search more difficult. One of the pairs of markers that I could not find was under the Katy Trail bridge and there was some kind of large, buried metal object that stymied the search effort. The second pair of markers that I couldn't find I simply could not find and I don't know why. The location of the third pair of markers was so piled up with railroad ties and downed trees that I didn't even attempt to look. I found enough of the markers to be able to locate the centerline, so it was not critical to continue to search for those that I had not found.

At Post Oak I searched for thirty (30) of the witness monuments and was able to find twenty-five (25) in good shape and two (2) that had been disturbed.

On a second project at Windsor, being that part between Main Street (Route 52) and Elm Branch Road (the end of development at that time), I searched for sixteen (16) of the witness monuments and was able to find eleven (11), one of which was bent.

On average the witness monuments that I have found were buried about 5 to 6 inches deep. The shallowest that I found was about 2 inches deep and the deepest was about 9 inches deep. Some of the witness monuments produced a strong response by the metal detector, while others seemed rather weak, which made them harder to find. The pairs of witness monuments are spaced approximately 500 to 600 feet apart on tangent sections

and about half that on curved sections.

### Section 3.5.3 Third Segment – Windsor to Beaufort

Central Missouri Professional Services, Inc. was contracted by Missouri Central Railroad to conduct a survey to locate the centerline of the existing railroad tracks of the abandoned Rock Island Railroad prior to removal. The project extended from Beaufort in Franklin County to Windsor in Henry County. The resulting "Topographic Surveys" were signed by Keith M. Brickey, PLS 2578, dated December 21, 2017, and filed in the county offices as follows:

#### Benton County

Plat Book 22, page 445A-D  
MoSLS scan file: Y1809310.pdf

#### Cass County

Survey Record Book 27, page 17  
MoSLS scan file: Y1809399.pdf

#### Cole County

Survey Record Book B, page 835  
MoSLS scan file: Y1805866.pdf

#### Franklin County

Document # 1800062  
MoSLS scan file: Y1806967.pdf

#### Gasconade County

Book 6, page 6, slide 286  
MoSLS scan file: Y1807251.pdf

#### Maries County

Plat Cabinet 1, page 360  
MoSLS scan file: Y1901884.pdf

#### Miller County

Slide Cabinet B, page 924  
MoSLS scan file: Y1807017.pdf

#### Morgan County

Plat Cabinet 12, slide 31-36  
MoSLS scan file: Y1806011.pdf

#### Osage County

Survey Record Book 3, page 275  
MoSLS scan file: Y1805993.pdf

#### Pettis County

Plat Cabinet C, page 913  
MoSLS scan file: Y1806362.pdf

The drawings include the following notes:

1. SURVEYOR'S SCOPE OF WORK FROM CLIENT: Prior to the track being removed, locate the centerline of the existing railroad track as it relates to the Missouri State Plane Coordinate System NAD 1983 and set adequate control points so the location of the centerline of the existing track can be accurately re-established in the future by survey after the track has been removed.
2. The centerline data shown is based the physical location of the existing railroad tracts at the time of field survey completed between January, 2016 and March, 2017. The centerline information should not be used as a sole source for establishing the railroad right-of-way or adjoining property lines.
3. Control points were established. Also, existing centerline monumentation was located during field data collection and are shown on this plat.
4. Bearing Base: Missouri State Plane - East/Central Zone by GPS Observations from the MoDOT GNSS Network.
5. Station labels and mile markers are shown approximate based on the Right of Way and Track Map Plans for the Chicago, Rock Island and Pacific Railway Co. ... dated June 30, 1915.
6. This drawing is part of an overall survey of the Missouri Central Railroad Tracks from mile marker 70 east of Beaufort MO, extending to mile marker 216 at Windsor MO.
7. RR-Fd. I.P. = Found Iron Pin in center of railroad tracks
8. CP/SET IP PERM = Set Control Point: 1/2" dia. Iron Pin with red cap

Here are my comments concerning the "Track Surveys" prepared by Central Missouri Professional Services, Inc. (CMPS).

In the Surveyor's Certification the drawings are declared to be "a Topographic Survey." The surveys and drawings, therefore, do not purport to comply with the Missouri Standards for Property Boundary Surveys.

Since the stated objective was to reference the track centerline and control points to the "Missouri State Plane Coordinate System NAD 83" and since Sections 60.401 - 60.491 of the Revised Statutes of Missouri at that time defined the Missouri Coordinate System of 1983 as a metric system with coordinates expressed in meters, my expectation is that the CMPS coordinates reported on the drawings would be in meters. The "control stations" that "were recognized during field data collection" show their grid coordinates in meters, but the CMPS coordinates expressed on the drawings are obviously not consistent with those, since at a glance they appear to be about 3 times larger. The units used for the CMPS coordinates are not indicated, but it appears that they have been scaled to U.S. Survey Feet. I assume that those scaled coordinates are grid coordinates, but there is no indication as to whether the

coordinates have been scaled to ground coordinates as well or left as grid coordinates.

There is no indication on the drawings whether the distances reported are ground distances or grid distances. There are few tangent segments with CMPS coordinates at each end with which to check this, but where a pair can be found, an inverse of the CMPS coordinates provides the same values for bearing and distance as shown on the drawing. Thus, it would appear that grid distances are shown, if the CMPS coordinates are indeed grid coordinates. The drawing simply does not indicate.

While working at Windsor in Henry County on part of the Rock Island "Spur," I recovered CMPS point number 9975, which is the most westerly control point that they set. On April 9, 2019 I found a 5/8 inch rebar with 2 inch diameter aluminum cap, stamped "LS 355D". It was flush with the ground, 12 feet northeast of a utility pole, southwest of the trail and southeast of Main Street/Route 52. I was able to reproduce the CMPS position on the Missouri Coordinate System of 1983 to within 2 centimeters with the assumption that the CMPS coordinates were grid coordinates in U. S. Survey Feet.

On January 20, 2021, I recovered CMPS point number 9974, a 5/8 inch rebar with 2 inch diameter aluminum cap, stamped "LS 355D", having the center marked with a "+".

In March and April 2023, I did some work on the Rock Island Corridor at Rosebud. I first used the CMPS track survey information to recover the control points they set. I found CMPS points numbered 170328, 170482 and 180001. Each was a 5/8 inch rebar with 2 inch diameter aluminum cap, stamped "LS 355D". I then used these to reproduce the track centerline as located by CMPS. Next, I scaled the reproduced alignment to ground. Then I searched for the monumentation found by CMPS, as well as, other monumentation indicated from standard records research. I noticed that those "RR-Fd. I.P." found by CMPS were very near the calculated TS and ST points, so I made a particular search at those locations where CMPS did not indicate finding anything. I found monumentation at three of these locations and I used those, along with the one found by CMPS, to determine the railroad centerline. Therefore, I used the CMPS survey information for recovery, but not for boundary location.

#### Section 3.5.4 Fourth Segment – Beaufort to Union

None at this time.

#### **Section 3.6 Retracement Procedures**

The right-of-way and track maps alone are not enough to determine the right-of-way location. Land boundaries are being located, so the Missouri Standards for Property Boundary Surveys apply and must be followed.

20 CSR 2030-16.030 General Land Surveying Requirements (1) Records Research (A) states, "Every survey executed shall be based on the property description of the parcel or parent tract taken from the public records." The descriptions in the conveyances to the Missouri Department of Natural Resources are for "all that portion of the Grantor's existing rail property, if any," so an examination of the original deeds of acquisition by the St. Louis, Kansas City and Colorado Railroad Company and/or the Kansas City Rock Island Railway Company is necessary to determine what rights were actually acquired. Next, those parcels withheld by GRC Holdings Corporation from the conveyance to the Missouri Central Railroad Company must be identified. Then a search must be made for information concerning parcels that were sold by the railroad prior to the transfer. These sold parcels are usually shown as cross hatched on the right-of-way and track maps. Unlike the Missouri-Kansas-

Texas Railroad track maps, the Chicago, Rock Island and Pacific Railroad track maps include the acquisition information.

20 CSR 2030-16.030 General Land Surveying Requirements (1) Records Research (B) states, "Prior to performing the fieldwork, the professional land surveyor shall acquire sufficient data to ascertain the record title boundary of the parcel(s) to be surveyed (such as, adjoining deeds, maps, right-of-way plans, subdivision plats, original plats and notes, and subsequent surveys)." Deeds for properties adjoining the right-of-way must be evaluated to identify conflicts, parcels sold by the railroad and monumentation for which there is no boundary survey in the public records. Recorded boundary surveys and subdivision plats performed before the railroad rails were removed and on which monumentation is identified with reference to the railroad centerline will be useful in determining the right-of-way location.

20 CSR 2030-16.030 General Land Surveying Requirements (2) Field Investigation states, "The professional land surveyor or a person under his/her direct personal supervision shall – (A) Search thoroughly for monuments and accessories at the necessary controlling corners and any other physical evidence that may be required to define the location of the exterior corners of the parcel surveyed."

The original deeds of acquisition by the St. Louis, Kansas City and Colorado Railroad Company typically described the tract to be conveyed as a "strip of land One Hundred feet wide, of which the center line of the route and line of THE ST. LOUIS, KANSAS CITY & COLORADO RAILROAD COMPANY, as the same is now surveyed, staked and located, is the center, being fifty feet each side of the center line of said route, over, across, and through the following described tract of land, as said route and line of said railroad passes through the same ..." Since the centerline of the railroad tracks was referenced prior to their removal, the reference monuments are the best evidence of the centerline location of the tracks. In addition, since the railroad had been out of operation for quite some time, the rails were paved over or covered with gravel at road crossings. When salvage operations were conducted, the rails at road crossings were generally left in place rather than tearing up each road crossing. As a result, the rails remain at road crossings as evidence to be located.

The location of bridges and concrete box and arch type culverts are necessary to corroborate the centerline location determined from the witness monuments and also to determine stationing for the location of changes in the width of the right-of-way.

It should be noted that the **right-of-way location** on curves is determined by the circular curve as shown on the right-of-way and track maps of the Chicago, Rock Island and Pacific Railway Company (found under "Location of Original Document" code 747). The **track location** was realigned with spiral curves around 1935 and that data is found on the right-of-way maps for the St. Louis Southwestern Railway Company (found under "Location of Original Document" code 714). The realignment of the **tracks** does not affect the **right-of-way** as originally located by the circular curve. The witness monuments are for the **tracks**, so on curves the right-of-way location will not be a parallel offset from the centerline of the tracks. Instead, it will be determined by the calculation of the circular curve.

### Section 3.6.1 First Segment – Pleasant Hill to Wingate

None at this time.

### Section 3.6.2 Second Segment – Wingate to Windsor

The fact that witness monuments were set at more closely spaced intervals makes retracement on the Rock Island Spur much easier than on the Katy Trail, provided that the witness monuments can be found. Once enough witness monuments are recovered, the main track centerline can be calculated based on the right-of-way and track maps.

### Section 3.6.3 Third Segment – Windsor to Beaufort

The “Track Surveys” done by Central Missouri Professional Services (CMPS) provide greater precision of location for the control points that were set, making them much easier to find than the witness monuments set by CDG Engineers. Recovery, however, is dependent upon the use of satellite positioning, since only coordinates are provided. There are no tie marks nor azimuth marks and no reference to the centerline of the tracks. The markers themselves, then, are only a guide and not the ultimate answer.

So first, the control points within the work area should be recovered and positioned with reference to the North American Datum of 1983 (2011), epoch 2010, in the appropriate zone. Next, reproduce the centerline as located by CMPS and match it to the control points found to get their calculated position. Use this, remembering that their information is on the grid, to search for the monumentation around the TS and ST points. Use the monumentation found at these points to calculate the true centerline position.

### Section 3.6.4 Fourth Segment – Beaufort to Union

None at this time.

## **Section 3.7 Projects Completed**

### Section 3.7.1 First Segment – Pleasant Hill to Wingate

- None at this time.

### Section 3.7.2 Second Segment – Wingate to Windsor

- Medford, 0.8 mile, 2016, MoSLS doc. # 750-27519
- Chilhowee, 0.75 mile, 2016, State Park Survey # 747-00464
- Windsor, 1.0 mile, 2019, State Park Survey # 747-00504
- Post Oak, 1.6 miles, 2020, State Park Survey # 747-00520
- Windsor, 0.85 mile, 2021, State Park Survey # 747-00530

### Section 3.7.3 Third Segment – Windsor to Beaufort

- Rosebud, 1.15 miles, 2023, State Park Survey # 747-00536

### Section 3.7.4 Fourth Segment – Beaufort to Union

- None at this time.

## Chapter 4

# Rails-to-Trails Goes to Court

### Section 4.1 Rails-to-Trails Legislation Tested

In 1986, trail enthusiasts were ecstatic about the prospect of a long-distance trail across Missouri, but landowners adjoining the MKT corridor were shocked and outraged. These landowners argued that the right-of-way had been an easement acquired for railroad purposes only and for no other purpose. Once the railroad ceased to operate, they believed that by state law the right-of-way should revert to the present owners. In December 1986, one hundred and forty-four (144) individuals owning property along the right-of-way joined together in filing an action in state court to quiet title to the right-of-way. State court, however, was not the proper venue to challenge federal law, so the case was moved to the United States District Court of Missouri, Eastern District.

The first named plaintiffs for the case were Maurice and Dolores Glosemeyer. Defendants named in the case were the Missouri-Kansas-Texas Railroad Company (MKT), the Missouri Department of Natural Resources and its director, Frederick A. Brunner (*Glosemeyer v. Missouri-Kansas-Texas R.R.*, 685 F. Supp. 1108 (E. D. Mo. 1988)). There were many more parties interested in the outcome of this case, however, so the Court allowed these additional parties to intervene as defendants, including the United States of America, the Conservation Federation of Missouri, the National Wildlife Federation, the Rails to Trails Conservancy, the Lewis and Clark Nature Trail Foundation, the Sierra Club, the Paralyzed Veterans of America, BICYCLE USA, the Lewis and Clark Heritage Foundation, the American Hiking Society, the Katy Missouri River Trail Association and the American Rivers Conservation Council. The Court also allowed the American Farm Bureau Federation and the Missouri Farm Bureau Federation to file briefs in support of the plaintiffs as "friends of the court."

The plaintiffs challenged 16 U.S.C. Section 1247(d), the Interstate Commerce Commission's regulations applying the provisions of that section and the ICC's order applying the section and its regulations to the MKT right-of-way. They claimed that Section 1247(d) constituted (1) an invalid exercise of the commerce clause power under Article I, Section 8 of the United States Constitution; (2) an impermissible impairment of the obligation of contracts under Article I, Section 10 of the United States Constitution; (3) a violation of due process under the fifth and fourteenth amendments of the United States Constitution; (4) a taking of property without just compensation under the fifth amendment of the United States Constitution; and (5) a violation of various Missouri constitutional and statutory provisions. The plaintiffs, therefore, wanted the Court to declare Section 1247(d) and the ICC's regulations and order unconstitutional. Then they wanted the Court to quiet title in each plaintiff for his respective interests in the MKT right-of-way. The Interest Groups that had been allowed to intervene as defendants filed a counterclaim, requesting that the Court declare Section 1247(d) and the ICC's regulations and order constitutional.

In its decision, dated May 10, 1988, the District Court determined that it had jurisdiction to consider plaintiffs' challenge to Section 1247(d), but that any challenge to the ICC's regulations and order were the exclusive jurisdiction of the federal circuit court of appeals.

The District Court determined that plaintiffs' assertion that Congress exceeded its power under the commerce clause by enacting Section 1247(d) was without merit.



The District Court further determined that plaintiffs' claim of an impermissible impairment of the obligation of contracts under Article I, Section 10 of the United States Constitution was also without merit, since the section cited pertained to state legislation and not federal legislation.

As to the plaintiffs' claim of a due process violation under the fifth amendment of the United States Constitution, the District Court recognized that an analysis was appropriate, but that the plaintiffs failed to demonstrate that Congress had acted in an arbitrary and irrational way when it enacted Section 1247(d).

The plaintiffs' claim that their reversionary rights to the property had been impaired by a temporary regulatory taking without just compensation was rejected by the Court, since a suit for compensation through the United States Court of Claims was available to them under the Tucker Act (28 U.S.C. Section 1491). The Court did not address the question of whether or not a taking had occurred.

The District Court further rejected plaintiffs' argument that Section 1247(d) violated numerous state constitutional and statutory provisions, as well as, state common law, since the state laws cited were preempted by federal law.

In conclusion, the District Court rendered judgment in favor of the defendants and against the plaintiffs and further declared 16 U.S.C. Section 1247(d) constitutional.

Plaintiffs promptly appealed to the United States Court of Appeals, Eighth Circuit (*Glosemeyer v. Missouri-Kansas-Texas Railroad*, 879 F. 2d 316 (1989)). The Court of Appeals heard the arguments and considered the analyses of the District Court. In its decision, dated July 5, 1989, the Court of Appeals recognized the opinion of the District Court as being well-reasoned. It, therefore, affirmed the decision of the District Court. Like the District Court, the Court of Appeals did not address the question of whether or not a taking had occurred, since the pertinent question was whether or not compensation could be obtained. As the District Court had stated, a suit for compensation was available to the plaintiffs through the United States Court of Claims under the Tucker Act.

A similar case from Vermont also challenged the validity of the "rails-to-trails" provision of the amended National Trails System Act and took the argument to the United States Supreme Court (*Preseault v. Interstate Commerce Commission*, U. S. Reports, Vol. 494, pg 1, 1990). The Supreme Court decision for that case, dated February 21, 1990, stated that "*the statute is a valid exercise of congressional power under the Commerce Clause*" and that "*even if the rails-to-trails statute gives rise to a taking, compensation is available to petitioners under the Tucker Act.*" In its analysis, the Supreme Court referenced the decision of the District Court in *Glosemeyer v. Missouri-Kansas-Texas R. R. Co.*, 685 F. Supp. 1108, 1120-1121 (ED Mo. 1988).

## **Section 4.2 Court of Federal Claims**

The Supreme Court of the United States had settled the matter. The National Trails System Act as amended in 1983 (Public Law 98-11, Section 8, 97 Stat 42), allowing the interim use of railroad corridors for recreational purposes, was a valid exercise of Congressional authority (*Preseault v. ICC*, U.S. Reports, Vol. 494, pg 1). The application of the legislation, however, might block or delay the recovery of property encumbered by railroad easements that would have been extinguished upon abandonment of the railroad corridor. This denial of recovery could constitute a taking of property rights without compensation. If a taking or denial of property rights did occur as a result of federal legislation, the United States would be liable for compensation under the Fifth Amendment to the United States Constitution.

Although the Supreme Court of the United States determined the constitutionality of the legislation, it did not determine whether or not its application created a liability for the United States to provide compensation. The Court recognized that not all rail-to-trail conversions would result in a taking of property rights, since the nature of the interest originally acquired by the railroad would be the determining factor. Railroad corridors were generally acquired in numerous parcels, so each parcel would have to be evaluated on its own merits and a claim for compensation pursued through the United States Court of Federal Claims.

*"The United States Court of Federal Claims shall have jurisdiction to render judgment upon any claim against the United States founded either upon the Constitution, or any Act of Congress or any regulation of an executive department ..."* (28 USC 1491(a)(1)).

For claims against the United States that do not exceed \$10,000, the United States district courts have concurrent jurisdiction with the United States Court of Federal Claims (28 USC 1346(a)(2)).

*"Every claim of which the United States Court of Federal Claims has jurisdiction shall be barred unless the petition thereon is filed within six years after such claim first accrues"* (28 USC 2501).

A claim for compensation had to be filed in a timely manner after the claim first accrued, but it would take some court examination before it could be determined exactly when a claim first accrues. The case of *Caldwell v. United States* was the first to consider at what point in the railbanking process it is appropriate to initiate a claim for compensation.

The Railway Company in the *Caldwell* case filed a notice of exemption to abandon its line on July 5, 1994. A trail sponsor came forward and a Notice of Interim Trail Use or Abandonment (NITU) was issued by the Interstate Commerce Commission (ICC) on August 31, 1994. Several extensions were granted before an agreement was reached and a notice to the ICC was filed on July 5, 1996. The actual transfer was executed on October 9, 1996 and filed for record on October 11, 1996. Plaintiffs filed their claim for compensation in the United States Court of Federal Claims on October 7, 2002 (57 Fed. Cl. 193 (2003)). That court determined the claim to be barred as untimely, not having been filed within six years of the date of the Trail Use Agreement. Upon appeal, the United States Court of Appeals, Federal Circuit, affirmed the decision of the Court of Claims, but for a different reason (391 F.3d 1226 (2004)). The Appeals Court made the following statements:

*"The taking, if any, when a railroad right-of-way is converted to interim trail use under the Trails Act occurs when state law reversionary property interests that would otherwise vest in the adjacent landowners are blocked from so vesting ... We conclude that this occurs when the railroad and trail operator communicate to the STB their intention to negotiate a trail use agreement and the agency issues an NITU that operates to preclude abandonment under Section 8(d)."*

*"The issuance of the NITU is the only **government** action in the railbanking process that operates to prevent abandonment of the corridor and to preclude the vesting of state law reversionary interests in the right-of-way."*

*"Thus, the NITU operates as a single trigger to several possible outcomes. It may, as in this case, trigger a process that results in a permanent taking in the event that a trail use agreement is reached and abandonment of the right-of-way is effectively blocked ... Alternatively, negotiations may fail, and the NITU would then convert into a notice of abandonment. In these circumstances, a*

*temporary taking may have occurred. It is not unusual that the precise nature of the takings claim, whether permanent or temporary, will not be clear at the time it accrues."*

This decision was challenged by *Barclay v. United States*, 443 F.3d 1368 (2006), but it was reaffirmed by the United States Court of Appeals, Federal Circuit.

In the case of *Ladd v. United States*, 90 Fed. Cl. 221 (2009), a NITU had been issued, but negotiations failed and a trail use agreement was not reached. Plaintiffs filed a taking claim after the NITU was issued in accordance with the *Caldwell* decision, claiming they had been prevented from enjoying the unencumbered use of their property. The United States Court of Federal Claims dismissed the case, stating that no taking had occurred, since no interim use resulted. On appeal, the United States Court of Appeals, Federal Circuit, affirmed its former decisions in *Caldwell* and *Barclay*, stating that "*where no trail use agreement is reached, the taking may be temporary ... However, physical takings are compensable, even when temporary*" (630 F.3d 1015 (2010)). The decision of the Court of Claims was reversed and sent back for a determination of compensation.

### **Section 4.3 The Katy Trail and the Court of Federal Claims**

Landowners opposing the Katy Trail had taken their argument to the United States District Court of Missouri, Eastern District, and were denied (*Glosemeyer v. Missouri-Kansas-Texas R.R.*, 685 F. Supp. 1108 (E. D. Mo. 1988)). Appealing that decision, they took their argument to the United States Court of Appeals, Eighth Circuit, and again were denied (*Glosemeyer v. Missouri-Kansas-Texas Railroad*, 879 F.2d 316 (1989)). They then recognized that the Katy Trail was not going away and the only option left was a claim for compensation in the United States Court of Federal Claims. Interested landowners were advised that Mountain States Legal Foundation would file a class action suit on their behalf. A few days before the six-year time limit expired, however, Mountain States informed landowners that it would not be able to file the suit as a class action.

Mountain States Legal Foundation did represent Maurice and Delores Glosemeyer, but the remaining landowners were left to scramble for other options. On the day that the six-year limit would expire in 1993, these remaining landowners were able to file a motion for certification of their case as a class action in the United States Court of Federal Claims (*Moore v. United States*, 41 Fed. Cl. 394, Action No. 93-134L (1998)). They asserted that there were over two thousand (2000) potential class members owning property along the Katy Trail. Action on this case was delayed pending a decision by the United States Court of Appeals, Federal Circuit, in *Preseault v. United States*, 100 F.3d 1525 (1996), being an appeal of a decision of the United States Court of Federal Claims.

When the Court resumed its consideration of whether or not to certify the case as a class action, it identified the following eight criteria:

- (1) *whether the potential litigants constitute a large but manageable class;*
- (2) *a common question of law is present;*
- (3) *that [a] common issue predominates over any separate factual issues affecting individual members;*
- (4) *the claims of the present plaintiffs must be typical of the claims of the class;*
- (5) *the government must have acted on grounds generally applicable to the whole class;*

*(6) the claims of the class must be so small that it is doubtful they would be otherwise pursued;*

*(7) the current plaintiffs will adequately protect the interests of the class; and*

*(8) there is risk of inconsistent adjudications if individual actions were maintained separately, some in district court and some in this court.*

*More generally, class actions are appropriate only where they serve the interests of justice. [at page 397]*

The Court decided that the case was well-suited for class action treatment. It, therefore, certified the action on July 2, 1998 as a class action on an "opt-in" basis. The class was to "consist of landowners whose property is burdened by the Katy Trail." Potential class members were to be notified and those interested in joining were required to file a "Notice of Appearance."

*The Notice of Appearance shall have attached to it documentation that establishes (1) ownership of the parcel of land in question, (2) an affidavit that the parcel of land is presently burdened by the Katy Trail, and (3) proof of the property interest conveyed to the railroad. [footnote 4, page 401]*

*The government may contest the eligibility of any individual to join the class on the grounds that (1) the individual is not the fee owner of the burdened land, (2) the interest conveyed to the railroad contains no limitation and was in fee simple absolute, (3) the supporting documentation attached to the Notice of Appearance is inadequate, or (4) any other similar reason. [at page 401]*

These preceding court actions had been specifically for those landowners adjoining the Katy Trail from Machens in Saint Charles County to Sedalia in Pettis County. There was, however, a separate abandonment proceeding in progress for the section of Missouri-Kansas-Texas Railroad corridor from Sedalia to Clinton in Henry County. The MKT had merged with Missouri Pacific Railroad Company in December 1989 and a Certificate of Interim Trail Use or Abandonment was issued in April 1991, so that Missouri Pacific could negotiate for an interim trail use agreement. An attempt was made to add landowners adjoining this second segment of corridor to the original class action suit, but the Court of Federal Claims denied this request, noting that it was both untimely and inappropriate (*Moore v. United States*, 42 Fed. Cl. 595 (1998)).

The Court of Federal Claims cases of *Glosemeyer v. United States*, Action No. 93-126L, *Moore v. United States*, Action No. 93-134L, and *Grantwood Village v. United States*, Action No. 98-176L, were consolidated for the purpose of resolving common issues of federal and Missouri law (45 Fed. Cl. 771 (2000)). The Court determined that interim trail use in accordance with the amended National Trails System Act did not constitute a railroad purpose under Missouri law where an easement had originally been acquired for railroad purposes only. Such an easement would have been extinguished whenever the use for railroad purposes ended. Therefore, delaying abandonment of the corridor and allowing interim use for recreation created a new easement for which compensation is required. The cases were then unconsolidated for further action.

For the class action suit of *Moore v. United States*, Action No. 93-134L, two hundred and ninety-eight (298) landowners opted into the class. The properties were grouped into categories and a representative parcel from each category was presented for examination by the Court with the intention that the decision on a representative parcel could be applied to the other parcels in the same category. A bench trial was conducted in Saint Louis,

Missouri from November 12 through 22, 2002 on thirteen (13) representative parcels (54 Fed. Cl. 747 (2002)). The parties and the Court conducted a site visit of the representative parcels and then fact and expert witnesses were presented to show the competing views as to the value of the easement taken.

The Court described the procedure for determining the amount of compensation as follows:

*It is settled that a landowner claiming a physical, partial taking of property is entitled to the difference in value before and after the taking. In this case, each landowner suffered a partial taking in two senses. First, the new easement is less than the fee estate. Second, the new easement potentially negatively impacts a larger piece of land than the right of way itself. This is known as severance damage and constitutes a pedigreed element of compensation, assuming it can be proved.*

The calculation, therefore, involved "a determination of the fair market value of the entire affected parcel as if the easement did not exist and then another determination in light of the taking."

Each parcel was appraised to determine a highest and best use and the acreage was determined. There was some disagreement about how the right-of-way parcels should be evaluated, but the Court decided "the right of way parcel should be diminished 100% in the "after" analysis because the landowners had no effective remaining use of the property ... Accordingly, the parties should value the land underlying the right of way in the "after" calculation at zero." Where there was inconsistency in the values presented by each side, the court determined a compromise value, often by averaging the acreage calculations and taking the higher per unit land valuation. Compensation for the thirteen (13) representative parcels was fixed to facilitate settlement of the remaining claims.

Based on this representative determination, the parties agreed on the amount of compensation for a total of two hundred and eighty (280) claims out of the two hundred and ninety-eight (298). In a further proceeding of *Moore v. United States*, 58 Fed. Cl. 134 (2003), the Court of Federal Claims examined and dismissed seven (7) claims. The parties were able to resolve the amount of just compensation for eight (8) more claims. In a subsequent proceeding of *Moore v. United States*, 61 Fed. Cl. 73 (2004), compensation was established for the three (3) remaining claims.

After twelve years of litigation in the United States Court of Federal Claims (1993-2005), a final proceeding was held in January 2005 to approve a final settlement in the class action suit (*Moore v. United States*, 63 Fed. Cl. 781). Judgment against the United States was entered in the total amount of \$5,065,820.62 (including \$4,065,820.62 for principal and interest and \$1 million for attorney fees, expert fees, and all other litigation expenses). The award was paid to the class action attorney for distribution to class members. Deductions from the award by the attorney of \$356,745.33 for litigation expenses and \$1.6 million for a contingency fee were approved by the Court. The remaining \$3,109,075.29 was distributed to the two hundred ninety-one (291) class members for which compensation had been approved.

#### **Section 4.4 The Rock Island Trail and the Court of Federal Claims**

By the time the Missouri Central Railroad corridor was transferred to the Missouri Department of Natural Resources, making way for the Rock Island Trail, the controversies over the rails-to-trails legislation had long since been settled. It was well established that

claims for compensation by adjoining landowners had to go to the United States Court of Federal Claims (or United States district courts for smaller claims).

When a timely filed case is brought before the United States Court of Federal Claims, the first issue to resolve is whether a right to compensation even exists. The nature of the interest that the railroad originally acquired must be examined in the light of applicable state law. If the railroad acquired fee simple title to the land, the adjoining landowner has no claim whatsoever and no compensation can be awarded. If the interest acquired was only an easement, but its purpose was broad enough to encompass other uses besides railroad purposes only, then no compensation is due. If the interest acquired was an easement limited to railroad purposes only, which would have been extinguished upon abandonment of the corridor, then compensation is appropriate (*Preseault v. United States*, 100 F.3d 1525 (1996) at 1533).

The firm of Baker Sterchi Cowden & Rice represented nine (9) plaintiffs in the United States District Court, Missouri Eastern District, seeking certification for class action for owners of property adjoining the third section of the Rock Island Trail (144.3 miles, Windsor to Beaufort) (*Atkins v. United States*, Case No. 4:15 CV 933 CDP). The firm had examined the deeds for all of the properties along this stretch of corridor and had identified approximately 325 parcels that satisfied the requirements for this action. On July 18, 2016, the motion for class certification was denied, because plaintiffs failed to show that questions of law or fact common to the class members predominated over any questions affecting only individual members. The court stated, "Where the only common question has been resolved, it cannot be said to predominate over the highly individualized questions that remain."

Having failed to obtain class action status in federal district court, Baker Sterchi Cowden & Rice proceeded to the United States Court of Federal Claims, representing twenty-nine (29) claims (*Burnett v. United States*, Case No. 16-995L). On October 4, 2017, two (2) claims were dismissed. On January 8, 2018, six (6) claims were determined to involve easements limited to railroad purposes and three (3) claims had no valid claim. On October 9, 2018, the court determined that for eight (8) claims Missouri Central Railroad held the property in fee simple, one (1) claim had no valid claim and nine (9) claims involved easements that were broad enough to include recreational trail use. A determination of whether a taking was temporary or permanent could not be made, since neither a trail agreement had been reached nor had abandonment been completed.

Additional claims cases include the following:

*Abbott v. United States*, Case No. 15-211L

*Behrens v. United States*, Case No. 15-421L

Case reporting and referencing for these cases is not complete at this time. This section will need to be updated when more complete information is available.

## Chapter 5

### Court Cases Pertaining to Railroad Acquisitions

#### **Kellogg v. Malin**

1872, Supreme Court of Missouri, 50 Mo. 496

This case involves land acquired by the Platte County Railroad Company by condemnation proceedings in accordance with the powers set out in the act of incorporation passed by the Missouri General Assembly on February 24, 1853 (Laws of Missouri, 17th General Assembly, 1st session, 1852-1853, pg 355). Judge Wagner provided the following analysis:

*The first question is whether the railroad, by its proceedings for condemnation which resulted in the decree of the court, became invested with a fee-simple title in the strip of land, or whether it acquired a mere easement. [at page 499]*

*By the first section of the act chartering the Platte County Railroad Company, power is given the company to take, hold, use and enjoy the fee simple or other title in and to any real estate. The eighth section provides that where the owner of the land through which such road shall run shall refuse to relinquish the right of way to the road, the facts shall be stated to the Circuit Court, and the judge shall appoint three disinterested citizens to view the land, who shall take into consideration the value of the land, and the advantages and disadvantages of the road to the same, and report what damages will be done to the land. And the ninth section declares that if no valid objection be made to the report, the court shall enter judgment in favor of the owner, against the company, for the amount of damages assessed, and shall make an order vesting in the company the fee-simple title to the land ... It is true that in speaking of the title which the company acquire, the Legislature here uses the term "fee simple;" but did it contemplate a fee simple according to the technical legal meaning of that term?*

*That a fee simple may be taken and acquired through the exercise of the power of eminent domain may be conceded. But that, I apprehend, would be where an absolute and unconditional price was paid for the property. In determining the consideration to be paid by these roads for the right of way, the benefits and advantages accruing to the owner are taken into the calculation. The benefits and advantages, then, are considered as forming part of the purchase-money.*

*But suppose the road, after it is started, ceases to exist, and its operation is abandoned, will the land revert back to the owner, or may the road keep and dispose of it for a purpose entirely different from that had in view when it was commenced? It seems to me there can be but one answer to this question. There might be cases where the commissioners and the court would not award the proprietor anything more than nominal damages, believing that the benefits would be greater than the value of the land; and in such a case, if the road should cease or be abandoned, the owner would be deprived of his estate without any compensation. In the matter of highways, where lands have been taken and appropriated in this way, it has never been held that anything more than an easement passed by the condemnation and the payment of the amount of damages assessed.*

*The use is vested in the public, but the reversionary title still continues in the owner of the soil. In my opinion, notwithstanding the language used, nothing more than an easement passed to the [rail]road, giving it perpetual and continuous title so long as it used the land for the purpose for which it was taken, but, when that use was abandoned, then it would revert back to the owner of the premises.*

Prior to 1865, the Missouri Constitution did not address the taking of private property for a public purpose. The Missouri Constitution of 1865, Article I, Section 16, however, reads as follows:

That no private property ought to be taken or applied to public use, without just compensation.

This section would have been in effect in 1872 when Judge Wagner wrote his opinion in the *Kellogg* case. Changes were made, however, with the Missouri Constitution of 1875, in which Article II, Section 21, reads as follows:

That private property shall not be taken or damaged for public use without just compensation. Such compensation shall be ascertained by a jury or board of commissioners of not less than three freeholders, in such manner as may be prescribed by law; and until the same shall be paid to the owner, or into court for the owner, the property shall not be disturbed or the proprietary rights of the owner therein divested. The fee of land taken for railroad tracks without consent of the owner thereof, shall remain in such owner subject to the use for which it is taken.

### **St. Louis, Keokuk & Northwestern Railway Co. v. Clark**

1894, Supreme Court of Missouri, 121 Mo. 169

Judge Macfarlane in writing for the court stated:

*A railroad company, therefore, in securing land for its tracks by condemnation, under this limitation of its power [by the Missouri Constitution of 1875], only acquires an easement therein. This constitutional provision ... was applied to land condemned for railroad purposes before the adoption of our present constitution. Kellogg v. Malin, 50 Mo. 496. [at page 180]*

*We must take it, then, as settled that plaintiff could acquire by these proceedings only the right to use the land for the purposes of its railroad, and the fee to the land taken remained in the defendants, but it does not follow that the owner retains even the right to a limited use of the surface of the land condemned. [at page 180]*

*... while under the constitution the fee to the land condemned for public use for a railroad remains in the owner, it contemplates that all his proprietary rights, at least to the surface, may be divested. [at page 180]*

*It is unnecessary to state that the uses made of railroad tracks are vastly different from those of any other easement. Trains are not infrequently run upon them at the rate of twelve or fifteen hundred yards per minute. This rate of speed is demanded by the traveling and business public. Trains are run at all*



*hours of the day and night. The least and most temporary obstruction is liable to cause terrible destruction of life and property. It takes no argument to show that the owner of a fee has no more right to imperil the safety of those lawfully using the track than has a stranger. The constitution does not limit the proprietary right in the track of the road from which the owner may be excluded. That all proprietorship to the surface of the ground may be divested, if safety demands it, is plainly implied. The right of a railroad company to the use of its track is of necessity paramount to every right of the owner of the fee which is inconsistent with such use. [at pages 181-182]*

*Aside from general principles, the policy of this state, as the same is indicated by legislation, clearly excludes the owner of the fee and all others from using a railroad track for any purpose other than at public places and private crossings. [at page 182]*

**Boyce v. Missouri Pacific Railroad Company**  
1902, Supreme Court of Missouri, 168 Mo. 583

Judge Marshall in his analysis quoted Article II, Section 21 of the Missouri Constitution of 1875 and continued as follows:

*Even before the adoption of the present [1875] Constitution, this court held that in condemnation cases by a railroad for a right of way, the fee did not pass, but remained in the owner subject to the use. It was also held that an easement passed to the railroad, "giving it perpetual and continuous title so long as it used the land for the purpose for which it was taken, but, when the use was abandoned, then it would revert back to the owner of the premises." [Kellogg v. Malin 50 Mo. 496.] And this, too, notwithstanding the statute then in force authorized the acquisition, by the railroad, by condemnation, of an "absolute estate in fee simple," for it was said that the words "fee simple," used in the statute, were not employed in their technical sense.*

*Since the adoption of the section of the Constitution of 1875, quoted, this court has likewise held that a railroad company has only an easement in the land for its right of way or tracks. [Union Depot Co. v. Frederick, 117 Mo. 152; Railroad v. Clark, 121 Mo. 169.] But while the railroad does not acquire the fee, it does acquire a perpetual and continuous easement as long as it uses it for such purpose, and the owner of the fee is not entitled to use the land at the same time with railroad company, but the company is entitled to the exclusive use, limited only as it is or may be by statute in that regard. Therefore, the term "easement" as employed in those cases was not used in its strict technical sense, but partakes rather of the meaning of an interest in the land, than of the original meaning given to the term "easement," that is, a right in common with the owner or others. [10 Am. and Eng. Ency. Law (2d Ed.), p. 400, and cases cited in notes.] [at pages 589-590]*

**St. Louis, Iron Mountain & Southern Railway Co. v. Cape Girardeau Bell Telephone Co.**  
1908, St. Louis Court of Appeals, 134 Mo. App. 406

Judge Norton stated:

*In Missouri, the estate of a railroad company in lands acquired for railroad purposes, right of way, etc., amounts to an easement only. The fee to the lands*

*thus occupied continues to reside in the adjacent landowners. Our constitutional provision to that effect has been frequently so expounded by the courts. [at page 411]*

Later in his analysis, he goes on to say:

*... it is essential to examine ... the character and extent of the proprietary right assured to the railroad company in virtue of its easement ... It may be conceded that although the plaintiff ... has an easement only in the right of way and depot grounds, such easement is perpetual if the railroad use shall always obtain, or at least the easement continues so long as it devotes the occupation of the land incumbered thereby to railroad purposes [Boyce v. Mo. Pac. R. R. Co., 168 Mo. 583.] And the law excludes the owner of the fee and all other persons from any occupancy of the surface within the confines of the right of way at all places other than at crossings, public or private, or other consistent uses accorded by the statute. [at page 417]*

*... the railroad easement is after all only one of railroad user. While it is true the right of way and depot grounds extend to certain definite limits on either side, the consensus of opinion is to the effect that the railroad company is not permitted to use, sell or incumber the easement for other than railroad purposes. Its right of occupancy is for the safe economical and efficient operation of the road. [at page 418]*

### **State ex rel. Hines v. Cape Girardeau and Jackson Gravel Road Company**

1907, Supreme Court of Missouri, 207 Mo. 85

Judge Gantt in writing for the Court stated that:

*This court, beginning with Kellogg v. Malin, 50 Mo. 496, has construed charters granting the power to take and hold lands in fee simple for a railroad right of way, to mean no more than the right to acquire an easement so long as it needed the land for the purpose for which it was taken. [at page 103]*

*While counsel urge that Kellogg v. Malin, 50 Mo. 496, should no longer be followed, we are of opinion that a rule of law so long established and adhered to should be considered settled, especially where the matter has been so thoroughly reconsidered and sustained. [at page 104]*

### **Rombauer v. St. Louis-San Francisco Railway Company**

1931, St. Louis Court of Appeals, 225 Mo. App. 78; 34 S.W.2d 155

Judge Bennick in writing for the Court identifies the decisive issue for this case:

*The construction of the habendum clause of such deed is the point at issue between the parties, the clause reading as follows:*

*"To Have and to Hold the above described premises unto the said Railroad Company, its successors and assigns, as and for a railroad right of way, and for all purposes incidental to or connected with the maintenance and operation of a railroad, and whenever abandoned for that purpose, the said premises shall revert to the Grantor herein, its successors and assigns." [at page 80]*

In the course of his analysis, Judge Bennick stated:

*Of course the authorities are all of one accord that where a right of way is granted by a deed specifically defining and limiting the easement granted, the railroad company can acquire no greater right or interest in the land, or subject it to a more extensive easement or a heavier burden, than is passed or authorized by the deed. In other words, if the grant or conveyance contains words of restriction and limitation to the clear effect that the right of way granted thereby shall be used only for certain specific railroad purposes, it can lawfully be used only for those purposes which fall within the scope of the provision, and for none other. [51 C. J. 571; 22 R. R. L. 868.] [at page 83]*

**Coates & Hopkins Realty Company v. Kansas City Terminal Railway Company**  
1931, Supreme Court of Missouri, 328 Mo. 1118; 43 S.W. (2d) 817

Judge Davis in writing for the Court noted that in 1866 the General Assembly of Missouri granted corporations generally the power to acquire fee title in real estate and to convey fee title (Laws of Missouri, 23rd General Assembly, Adjourned Session, 1865-1866, page 20 et seq.). Railroads as corporations also enjoy this power. In addition, laws passed specifically for railroad corporations granted the power to receive voluntary grants of real estate and other property "to aid in the construction, maintenance and accommodation of its railroads" (Laws of Missouri, 23rd General Assembly, Adjourned Session, 1865-1866, page 27). Real estate acquired by voluntary grant, however, was to be held and used only for the purpose for which it was granted. Judge Davis noted that, "This State has held that a voluntary conveyance is a conveyance without any valuable consideration."

He went on to explain:

*A history of the surrounding conditions ... shows, that, at the time of the passage of the bill, railroad corporations were in progress of organization and construction and that towns, settlements, communities and individuals desired railroad connections. On occasions, land was offered and deeded to a corporation before the railroad was built, and the corporation later abandoned its purpose, due probably to a lack of finances and forethought, resulting that the corporation acquired the land without fulfilling its promise. Or, it may be that the corporation, subsequent to acquiring the fee in land, determined to take another route. The General Assembly, we think, was actuated by these conditions in providing a reverter as to voluntary grants of land to railroads. We construe the words, "voluntary grants," as used in what is now Section 4655, Revised Statutes 1929 [Section 388.210(2) RSMo. 2022], to mean that a grant of land, deeded to a railroad corporation, reverts to the original grantor thereupon abandonment, when it was conveyed without valuable consideration, or when it was conveyed to induce a railroad corporation to take a defined route. [at page 1133]*

In regard to condemnation, Judge Davis further stated:

*Even though a railroad corporation has the power of condemnation, no owner of the land may be compelled against his consent to execute a deed in fee. [Constitution, Art. II, Sec. 21.] Seemingly there is no restriction upon the amount of land a railroad may acquire or condemn, so long as it is needed for railroad purposes. [at page 1134]*

To conclude his analysis, Judge Davis stated:

*Neither our Constitution nor our statutes, except land acquired by condemnation proceeding or by voluntary grant, unless the deed defines the estate granted, discloses any limitation upon the power of a railroad corporation to hold, purchase or convey the fee in land when acquired by bargain and sale upon a valuable consideration. Moreover, it appears to be the general rule, in force and effect in many jurisdictions, that a railroad corporation, when authorized by a statute or its chapter, may take by purchase a fee simple title in land for railroad purposes, notwithstanding it acquires only an easement through condemnation proceedings. [at page 1134]*

### **State Highway Commission v. Griffith**

1938, Supreme Court of Missouri, 342 Mo. 229; 114 S.W. 2d 976

This case involved the conveyance of three parcels to a railroad company. Each of the documents of conveyance was in the form of a warranty deed with valuable consideration, but the description was preceded by the phrase "as and for a right of way for said railway." Judge Bradley in writing for the Court posed and answered the following question:

*Should the ... right of way deeds be construed to mean that the respective tracts granted were to be "held and used" for railroad right of way purposes only? Except for the language, "as and for a right of way for said railway," following the granting clause in these deeds, they are otherwise general warranty deeds. "A 'right of way' in its legal and generally accepted meaning in reference to a railroad company's interest in land is a mere easement for railroad purposes in the lands of others." [at page 233]*

Judge Bradley went on to conclude:

*We think it sufficient to say that the great weight of authority is to the effect that a conveyance of land to a railroad company for right of way purposes only, irrespective of the consideration, passes only an easement, and that when such ceases, the land reverts to the grantor or his heirs. [at page 236]*

### **Browne v. Weare**

1941, Supreme Court of Missouri, Division No. 1, 348 Mo. 135; 152 S.W. 2d 649

Judge Douglas in writing for the Court, after having examined the deed at issue, stated:

*In 1883 defendant Weare, the common source of title, for a consideration of one dollar, granted to the St. Louis, Hannibal & Keokuk Railroad Company the strip of land for a right of way through the west half of the northeast quarter of Section 7 lying outside the town of Silex and also the parcel of land at Silex for station grounds. The deed expressly limited the use of both for railroad purposes. [at page 139]*

*There can be no dispute, nor is there any, that this deed so far as the right of way is concerned granted the railroad company an easement only. This is established by the terms of the deed granting a "right of way" and then further clinched by the provision limiting the use of the grant for railroad purposes. The law is settled in this State that where a railroad acquires a **right of way** whether by condemnation, by voluntary grant or by a conveyance in fee upon a valuable consideration the railroad takes but a mere easement over the land and not the fee. [at page 140]*

*We must determine whether the expressed consideration of "one dollar" is such a valuable consideration as to remove this deed from the status of a voluntary grant. It is true that a deed without any consideration is good as between the parties or their heirs ... However, it is a simpler, and a usual and sound, conveyancing practice to recite at least a nominal consideration, so that a stated consideration will appear on the face of the deed. We have held that "any ... stated sum of money in excess of one cent, one dime or one dollar, which are the technical words used to express nominal considerations, is a valuable consideration within the meaning of the law of conveyancing."* [at pages 141-142]

*[A] voluntary deed is one which is given without consideration, as that term is defined in law, which must be substantial as opposed to nominal merely. Accordingly, we hold that the deed from Weare to the railroad company was but a voluntary grant ...* [at page 142]

### **Missouri Constitution of 1945 on condemnation**

Article I, Section 26

The Missouri Constitution was last revised in 1945 with a couple wording changes to the section on condemnation as follows:

That private property shall not be taken or damaged for public use without just compensation. Such compensation shall be ascertained by a jury or board of commissioners of not less than three freeholders, in such manner as may be ~~prescribed~~ **provided** by law; and until the same shall be paid to the owner, or into court for the owner, the property shall not be disturbed or the proprietary rights of the owner therein divested. The fee of land taken for railroad ~~tracks~~ **purposes** without consent of the owner thereof, shall remain in such owner subject to the use for which it is taken.

### **Schuermann Enterprises, Inc. v. St. Louis County**

1969, Supreme Court of Missouri, 436 S.W. 2d 666

In this case, the Court examined whether a conveyance to a railroad company was a conveyance in fee simple or merely an easement.

*Railroads may hold, purchase, or convey the fee in land when the acquisition is by general warranty deed without any restriction on the quantum of title conveyed and for a valuable consideration [citing Coates & Hopkins] ... but where the acquisition is for right of way only, whether by condemnation, voluntary grant or conveyance in fee upon a valuable consideration, the railroad takes only an easement over the land and not the fee [citing Brown v. Weare] ... Such easement is extinguished when the railroad ceases to run trains over the land ... and, upon that occurrence, the use of the land is again in the original owner or his grantees, free of the burden of the easement.* [at page 668]

*There is no dispute that the acquisition in question was by warranty deed for a valuable consideration as opposed to acquisition by condemnation or voluntary*

*grant, and the conveyance passed the fee unless the intention to pass a less estate appears in the deed. [at page 668]*

*The deed [in this case] expressly limited the interest conveyed to a right of way. The quantum of interest conveyed is first stated as "a strip of ground or right of way." Any ambiguity in the use of "or" is immediately dispelled by the recital and metes and bounds description of "said second party's right of way." [at page 668]*

### **Nigro v. Ashley**

1984, Missouri Court of Appeals, Western District, 690 S.W. 2d 410

This case continued the discussion from *Schuermann*, stating that, "to convey a fee simple title in land to a railroad, two elements must appear: first, the land must be conveyed for valuable consideration, and, second, no limitation on the quantum of the interest conveyed may appear in the deed by which title is transferred." [at page 417]

### **Bayless v. Gonz**

1984, Missouri Court of Appeals, Eastern District, 684 S.W. 2d 512

*The ... deed was for valuable consideration. It did not limit the use of the property conveyed. It contained no reversionary clause. And it did not mention the term "right-of-way." Therefore, the ... deed was (a) a general warranty deed, (b) without any restriction on the quantum of title conveyed, (c) issued for a valuable consideration, and (d) not for a right-of-way. We find conveyance to the railroad was in fee. [at page 513]*

### **Moore v. Missouri Friends of the Wabash Trace Nature Trail, Inc.**

1999, Missouri Court of Appeals, Western District, 991 S.W.2d 681

Judge Laura Denvir Stith in writing for the Court, noted the following:

*In applying this statute [on voluntary grants, Section 388.210(2) RSMo.] and in developing the common law governing the effect of conveyances of a strip of land to a railroad, the courts of this State have consistently looked at three factors to determine whether a deed of land to a railroad passes title to the railroad in fee simple, or grants merely an easement in favor of the railroad, subject to later reversion to the grantor or his heirs if use for railroad purposes later ceases. These factors are: (1) whether the deed includes language conveying a "right of way;" (2) the amount of consideration; and (3) language in the deed limiting the use of the land for railroad purposes. [at pages 685-686]*

### **Illig v. United States**

2003, United States Court of Federal Claims, No. 98-934L, 58 Fed. Cl. 619

This was a claims case brought about by a rails-to-trails conversion of part of the Carondelet Branch of the Missouri Pacific Railroad Company. One of the issues to be resolved by the Court was, "what right of use, if any, plaintiffs have as underlying fee owners in the land burdened by the easement."

In his analysis of this question, Judge Bruggink stated the following:

*The parties do not dispute that, under Missouri law, an easement for railroad use is exclusive [citing Boyce and others] ... This is consistent with the general law regarding the nature of a railroad's interest in a railroad right-of-way ... Plaintiffs, however, argue that this exclusivity of use does not extend to the corridor easement when used for trail purposes. They argue that the trail should be treated the same as a general easement under Missouri law, which provides that a fee owner can use the surface in any way not inconsistent with the purpose of the easement. [at page 630]*

*We disagree. What was imposed on plaintiffs' land was a new easement which purported to preserve railroad use. The Trails Act was enacted in order "to preserve established railroad rights-of-way for future reactivation of rail service, [and] to protect rail transportation corridors" ... Although we have previously found that interim trail use, or railbanking, was not a legitimate railroad purpose ... the stated intent of the government in creating the Trails Act was to preserve railroad rights-of-way as they existed ... The clear implication is that defendant [United States] wished to maintain the status quo, securing for [the trail sponsor] whatever rights [the railroad] previously held in the easement.*

*The new easement, in short, was intended to be capable of functioning at a later date as a railroad easement ... a trail sponsor must also make assurances that the right-of-way is kept available for "future reconstruction and reactivation ... for rail service" ... In order to meet these requirements, we believe the Trails Act and its implementing regulations require that a trail sponsor must have the same control over the entire right-of-way corridor that would be held by a railroad in order that the trail sponsor can ensure that any and all uses made of the right-of-way are consistent with the restoration of rail service ... We therefore conclude that the Trails Act imposed a new easement across plaintiffs' properties which retained essentially the same characteristics as the original easement, both in its location and exclusivity. [at page 631]*

The following was added as a footnote to the above statement:

*We note in passing that, as far as is consistent with state law, a landowner should be free to negotiate with the trail sponsor over specific uses of the property.*