

**EXHIBIT B**

**IN THE UNITED STATES COURT OF FEDERAL CLAIMS**

ROSALIE GREENWOOD, <i>et al.</i> ,	)	
Individually and As Representatives of a	)	
Class of Similarly Situated Individuals,	)	
	)	
Plaintiffs,	)	No. 10-15 L
	)	
v.	)	Judge Nancy B. Firestone
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

**JOINT COMPROMISE SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS AND THE UNITED STATES**

WHEREAS, the Plaintiffs identified in the original and amended complaints (collectively “Complaint”) and the Class Members who joined this action (collectively “Plaintiffs”) brought claims pursuant to the Tucker Act, 28 U.S.C. § 1491(a), the National Trails System Act, 16 U.S.C. § 1247(d) (“Trails Act”), and the Fifth Amendment to the Constitution, seeking just compensation for the alleged taking of their ownership interests in a railroad corridor located between milepost 397.78 in Hoxie and milepost 402.28 in Walport, as well as the 2.20-mile Walnut Ridge Industrial Spur, all in Lawrence County, Arkansas (“the subject corridor”);

WHEREAS, the United States answered Plaintiffs’ Complaint, denying that it had taken Plaintiffs’ property;

WHEREAS, on May 24, 2004, the Surface Transportation Board (“STB”) issued a decision and notice of interim trail use for the subject corridor in accordance with Section 8(d) of the Trails Act, 16 U.S.C. § 1247(d) (“the STB decision”);

WHEREAS, in accordance with the STB decision, on or about May 17, 2005, the Burlington Northern Santa Fe Company, pursuant to a Trail Use Agreement entered into with

Lawrence County, Arkansas, conveyed the subject corridor to Lawrence County for railbanking and interim trail use;

WHEREAS, the parties have engaged in good faith settlement negotiations in an effort to avoid the time and expense of further litigation;

AND WHEREAS, Rule 23(e) of the Rules of the United States Court of Federal Claims requires that the Court approve proposals to settle the claims in a certified class action under procedures specified in that rule and, following notice to the class and a hearing, the Court has approved the settlement by its order of [date];

NOW THEREFORE, it is stipulated and agreed to by Plaintiffs and the United States as follows:

1. The alleged date of taking in this case, which is the date on which Plaintiffs' claims against the United States accrued, is May 24, 2004.
2. This Joint Compromise Settlement Agreement contains the complete and total terms and conditions of the parties' agreement, and encompasses all existing claims, disputed issues and/or demands for money damages or other relief – not including attorneys' fees, and other litigation expenses – that were asserted or could have been asserted in this action or in any other judicial proceeding, against the United States or any department, agency, or officer thereof, by Plaintiffs relating to the parcels of land for which compensation was sought in the Complaint.
3. The Plaintiffs identified in Attachment A are or were owners of certain parcels of property situated in Lawrence County, Arkansas on the date of the alleged taking who will receive compensation in settlement of their claims.

4. The United States hereby agrees, by way of compromise and settlement, to pay to the Plaintiffs \$1,025,595.00. This amount consists of \$611,795.00 in principal, and \$413,800.00 in interest, calculated at a rate of 4.3 percent, compounded annually, beginning on May 24, 2004 (with the final amount to be determined in accordance with paragraph 6). The amount of principal and interest to be paid for each Plaintiff's individual claim is specified in Attachment A. The total sum of \$1,025,595.00 does not include reimbursement to Plaintiffs for statutory attorneys' fees and litigation costs under the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA") of 1970, 42 U.S.C. § 4654(c).

5. The amount of statutory attorneys' fees and litigation costs under the URA has not been resolved. The Plaintiffs' claims for fees and costs against the United States will be resolved by Court order or further settlement between the Parties.

6. The calculated interest stated in paragraph 4 is the total interest accrued as of August 31, 2016. The parties agree that interest will be recalculated based upon the U.S. Department of the Treasury's estimated date of actual payment, using the same method of interest computation employed for the estimated interest amount stated in paragraph 4.

7. In accordance and consistent with the terms of this Joint Compromise Settlement Agreement, and in accordance with the Trails Act, 16 U.S.C. § 1247(d), the segments of the railroad corridor that are at issue in this case have been railbanked and are therefore encumbered by an easement that allows the land to be used for interim trail use, for restoration and/or reconstruction of the railroad right of way for future rail service, and for rail service.

8. In consideration of the settlement amount set forth in paragraph 4 and in order to fully and finally resolve all claims of property damages and interest arising out of all matters which

the Plaintiffs have asserted or could have asserted in this civil action, Plaintiffs agree to dismiss all claims of property damages and interest with prejudice within 14 days of receipt of payment from the United States pursuant to Court of Federal Claims Rule 41(a)(1)(A)(ii).

9. Plaintiffs understand and acknowledge that this settlement will be submitted by the United States to the Department of the Treasury for payment. Plaintiffs have been informed that the Department of the Treasury requires each Plaintiff receiving a portion of the total settlement to provide their Social Security Number or federal Taxpayer Identification Number prior to processing payment, so that the Department of the Treasury may fulfill its statutory obligations under the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3325(d)).

10. This Joint Compromise Settlement Agreement shall not be construed as (A) an admission by Defendant of any legal or specific monetary liability as to any or all of Plaintiffs' claims for moneys, attorneys' fees, litigation costs and other expenses, interest, any other kind of monetary relief or compensation, or any other kind of legal or equitable relief; nor (B) an admission by Plaintiffs of the merits of Defendant's defenses, claims, or assertions.

11. This Joint Compromise Settlement Agreement shall not be interpreted to constitute a precedent or argument in this or any other case.

12. This Joint Compromise Settlement Agreement shall be binding on the Plaintiffs and the United States, all of their related and affiliated companies and persons, and their successors and assigns.

12. The parties agree that this Joint Compromise Settlement Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken

together, shall constitute one and the same instrument. Facsimile or scanned signatures transmitted by electronic mail shall have the same effect as original signatures in binding the parties.

IN WITNESS THEREOF, this Joint Compromise Settlement Agreement between the Plaintiffs and the United States has been duly executed by their authorized legal representatives.

STEWART, WALD & MCCULLEY, L.L.C.

DRAFT

Steven M. Wald  
Michael J. Smith  
12747 Olive Boulevard, Suite 280  
St. Louis, MO 63141  
(314) 720-0220 (phone)  
(314) 889-2925 (fax)  
wald@swm.legal  
smith@swm.legal

-and-

Thomas S. Stewart  
Elizabeth G. McCulley  
2100 Central, Suite 22  
Kansas City, MO 64108  
Telephone: (816) 303-1500  
Facsimile: (816) 527-8068  
stewart@swm.legal  
mcculley@swm.legal

-and-

Baker Sterchi Cowden & Rice, L.L.C.  
J. Robert Sears  
1010 Market Street, Suite 950  
St. Louis, MO 63102-1708  
(314) 231-2925 (phone)  
(314) 231-4875 (fax)  
sears@bscr-law.com

ATTORNEYS FOR PLAINTIFFS

Dated: DRAFT

JOHN C. CRUDEN

Assistant Attorney General  
Environment & Natural Resources Division

DRAFT

Sean C. Duffy  
Trial Attorney  
Natural Resources Section  
P. O. Box 7611  
Washington, DC 20044-7611  
(202) 305-0445 (phone)  
(202) 305-0506 (fax)  
sean.c.duffy@usdoj.gov

ATTORNEY OF RECORD FOR  
DEFENDANT AND AUTHORIZED  
REPRESENTATIVE OF THE ATTORNEY  
GENERAL

Dated: DRAFT

## Attachment A

<b>Claimant</b>	<b>Property Damages<sup>1</sup></b>
Alvie & Bonnie Cain, Jr.	\$ 5,250.00
Archie J. Harden	\$ 12,450.00
Archie L. Williams, Jr.	\$ 16,012.50
Aycock Auto World, Inc.	\$ 13,750.00
Barbara Davidson	\$ 5,962.50
Bobby L. Jackson	\$ 21,012.50
Calvin C. & Yvonne D. Ellison	\$ 4,717.50
City of Walnut Ridge,	\$ 114,087.50
Conway Inn Corporation	\$ 11,273.50
Craig G. Williams Farms, Inc.	\$ 11,842.25
Daniel and Martha Webb	\$ 5,810.00
Denning Family Trust	\$ 1,788.50
Donald G. Rorex	\$ 7,437.50
Donnie and Denise Milgrim	\$ 4,650.00
E.C. Barton & Company	\$ 30,600.00
Earl B Sloan, Jr. Revocable Trust	\$ 16,325.00
Estate of Agnes Parker-Hibbs	\$ 4,760.00
Estate of Betty Ragsdale	\$ 3,605.00

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<sup>1</sup> Each Plaintiff listed in Attachment A is also entitled to interest, at a flat rate of 4.3%, between May 24, 2004 and the date of payment.

## Attachment A

Estate of Kenneth and Wanda McEntire	\$ 20,187.50
Estate of Liberty Pulliam	\$ 7,125.00
Estate of Mary Jo Higginbotham	\$ 11,500.00
Estate of Regina Lynn Boggs, f.k.a Warren	\$ 5,250.00
Estate of William Walter McGhehey	\$ 3,990.00
Esther J. Presnell Floyd	\$ 1,750.00
Farm Service Inc.	\$ 48,300.00
G.A.W. Partnership	\$ 31,867.50
Imogene Hancock	\$ 5,250.00
Jerry F. Murphy	\$ 4,375.00
Jessie L. and Tina Walker	\$ 6,975.00
John D. and R. Joan Bradley	\$ 5,110.00
John Eugene Dauck	\$ 3,375.00
John K. and DeanaHouseholder	\$ 6,375.00
Kimeth Gardner	\$ 8,797.50
Leota Warner	\$ 5,700.00
Neal W. Hall	\$ 1,750.00
Neil S. Raney Trust	\$ 1,526.00
Paul and Rhonda Forrester	\$ 42,525.00
Randy K. Floyd	\$ 1,750.00
Rankin Investments, LLC	\$ 6,600.00



## Attachment A

Robert Lee Higginbotham	\$ 2,550.00
Robert W. Allen	\$ 14,025.00
Ronnie L. and Brenda K. Brady	\$ 2,295.00
Rosalie Greenwood	\$ 2,550.00
Sara S. Heckle Living Trust	\$ 17,183.25
Sharon Elliott	\$ 1,875.00
Ted and Diane Heard	\$ 4,900.00
Teresa Hibbard	\$ 5,062.50
The Robert T. and Jewel D. Cathcart Trust	\$ 12,712.50
Thomas D. and Linda F. Ellis	\$ 3,916.50
Tommy L. and Barbara A. Rankin	\$ 4,450.00
Tyrone and Judy Berry	\$ 8,712.50
Village Creek Drainage District	\$ 5,625.00
W.R.W. OIL CO., INC.	\$ 4,525.00
<b>Total</b>	<b>\$611,795.00</b>