

EXHIBIT C-1A

Form of Deed for Segment 1 (D.C.)

Upon recordation return to:

Office of the Attorney General
102 North 9th Street
Richmond, VA 23219
Attn: Chief, Transportation Section

Tax Parcel No(s): _____

DEED

THIS DEED (this “Deed”) is made this ____ day of _____, 2021 between **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called “Grantor,” to be indexed as Grantor; and **VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**, an agency of the Commonwealth of Virginia, whose mailing address is _____, hereinafter called “Grantee,” to be indexed as Grantee. Grantor and Grantee, collectively, are hereinafter called the “Parties,” and each, individually, is hereinafter called a “Party.”

(Wherever used herein, the terms “Grantor” and “Grantee” may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations or state agencies.)

WITNESSETH:

WHEREAS, Grantor has interests in all or a portion of approximately 144.6 miles of the real property and right-of-way, as well as associated property, (i) beginning approximately at CSXT milepost QLZ 137.49/ Amtrak milepost 136.49 between Washington Avenue SW and Second Street in Washington, D.C. and extending to CSXT milepost CFP 110.1 near the southern terminus of Long Bridge in Arlington County, Virginia, (ii) thence extending from CSXT milepost CFP 110.1 to CSXT milepost CFP 1.0/ SRN 4.0 in the City of Richmond, Virginia, (iii) thence extending from CSXT milepost CFP 1.0/ SRN 4.0 to CSXT milepost SRN 0.0/ S 0.0 at Main Street Station in the City of Richmond, Virginia, (iv) thence extending from CSXT milepost SRN 0.0/ S 0.0 to CSXT milepost S 10.9/ A 10.7 at Centralia in Chesterfield County, Virginia and (v) thence extending from CSXT mile post S 10.9/ A 10.7 to CSXT milepost A 29.04 in the Dinwiddie County, Virginia, all as generally shown on the map attached as Exhibit A (the “Rail Corridor”);

WHEREAS, Grantor intends to convey to Grantee an easement in certain portions of the Rail Corridor in the District of Columbia, as well as certain other interests, and that thereafter, subject to the satisfaction of certain conditions but without payment of any additional consideration, such easement shall convert to all of Grantor’s interest in such portions of the Rail Corridor, all as more particularly set forth below.

NOW THEREFORE, Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

does hereby, effective as of 00:01 A.M. EST on _____, 2021 (the “Effective Date”), convey by QUIT-CLAIM unto Grantee, its successors and assigns, subject to the exclusions, reservations, covenants, terms and conditions set forth in this Deed, all of Grantor’s right, title and interest, if any, in and to the following as located in the District of Columbia (the “Property”):

(a) as of the date of recordation of this Deed:

(1) a permanent easement (the “Passenger Rail Easement”) for Passenger Rail Operations (as hereinafter defined) over, across and upon those portions of the Rail Corridor described in Exhibit B attached hereto and incorporated herein (such portions of the Rail Corridor being referred to herein as the “Passenger Rail Corridor,” it being understood that the Passenger Rail Corridor is described in Exhibit B without the benefit of current plats of survey establishing definitively the boundary lines thereof). For purposes of this Deed, “Passenger Rail Operations” shall mean the operation of the Passenger Rail Corridor for Commuter Rail Service, for Inter-City Passenger Rail Service - Commonwealth-Supported, and for Inter-City Passenger Rail Service – Long Distance, as such terms are defined in the Comprehensive Rail Agreement (hereinafter defined), including the right to operate as provided in Section 16.1 of the Joint Operating and Maintenance Agreement (as hereinafter defined);

(2) the passenger rail platform described on Exhibit C attached hereto, but only if Grantor’s right to convey such platform is not restricted by contract or law (the “Passenger Facilities”)

(3) with respect to the portion of the Rail Corridor located in the District of Columbia and not included within the Passenger Rail Corridor (the “Freight Rail Corridor”), a non-exclusive, present, absolute, unconditional and irrevocable easement for Passenger Rail Operations over, across and upon the land of the Freight Rail Corridor and the tracks from time to time located on the Freight Rail Corridor (to the extent such tracks are needed for Passenger Rail Operations) for a term that shall automatically expire upon the earlier of (A) the completion of at least two (2) tracks for Passenger Rail Operations on the entire portion of the Passenger Rail Corridor then subject to the Subordinate Passenger Rail Easement or (B) the one hundredth (100th) anniversary of the Effective Date (the “Subordinate Passenger Rail Easement”), subject to the following restrictions, limitations and conditions:

(i) Grantee’s use of the Subordinate Passenger Rail Easement shall be suspended unless and until, due to reasons beyond the reasonable control of Grantee, the Joint Operating and Maintenance Agreement (as hereinafter defined) or any successor agreement thereto, has been terminated, rejected in bankruptcy or otherwise is unenforceable in accordance with its terms (a “Use Event”);

(ii) upon the occurrence of a Use Event, then either (A) Grantor and Grantee shall enter into a new operating agreement for the use and operation of the Subordinate Passenger Rail Easement upon terms and conditions mutually agreeable to them, including terms relating to the capacity of the Freight Rail Corridor, appropriate safety requirements, adequate compensation for the use of the Subordinate Passenger Rail Easement and indemnification of Grantor for liabilities and claims arising from Grantee’s use of the Subordinate Passenger Rail Easement or (B) if Grantor is precluded from entering into a new operating agreement on account of a voluntary or involuntary bankruptcy filing, Grantee agrees to use the Subordinate Passenger Rail Easement strictly in accordance with the terms and conditions of the Joint Operating and Maintenance Agreement as if it were deemed in effect; provided, that, in the case of either (A) or (B) above, Grantee’s

use of the Subordinate Passenger Rail Easement shall be undertaken in accordance with and subject to all applicable laws;

- (iii) the Subordinate Passenger Rail Easement is and shall be subject and subordinate in all respects to, and shall not interfere with, any and all uses by Grantor of the Freight Rail Corridor in Grantor's sole discretion, and any and all uses by Grantor of the Freight Rail Corridor shall not be deemed to interfere with Grantee's rights with respect to the Subordinate Passenger Rail Easement;
- (iv) the Subordinate Passenger Rail Easement is and shall be subject and subordinate in all respects to any and all leases, occupancies, licenses, uses and other rights and interests heretofore or hereafter granted with respect to the Freight Rail Corridor by Grantor or by statute to the National Railroad Passenger Corporation ("Amtrak"), the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission (collectively, the "Commissions") and any and all other third parties (collectively, "Third Party Rights");
- (v) Grantee shall have no right to consent to the granting by Grantor of any Third Party Rights or to grant any consents or approvals that may be required or provided for under any Third Party Rights;
- (vi) Grantee shall have no right to improve or construct any improvements on the Freight Rail Corridor, including (without limitation) any buildings, improvements, tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, earthworks, retaining walls, buildings, signals, crossing protection devices, communication lines or poles;
- (vii) the boundaries of the Subordinate Passenger Rail Easement on the Freight Rail Corridor shall not extend further than ten (10) feet from the centerline of each mainline track in the Freight Rail Corridor or closer than nine (9) feet from the center line of each siding, if any, in the Freight Rail Corridor. For the avoidance of doubt, the Subordinate Passenger Rail Easement shall not include or relate to any industrial spurs or yard tracks;
- (viii) the airspace included in the Subordinate Passenger Rail Easement shall not exceed a horizontal plane, the elevation of which is twenty-three feet (23') above the tracks as they exist from time to time or, in the absence of tracks, the surface elevation of the land in the Freight Rail Corridor;
- (ix) upon the Passenger Rail Corridor becoming fully operational for Passenger Rail Operations upon completion of all projects through the Phase 2 Projects (as defined and described in Exhibit E of the Comprehensive Rail Agreement) with passenger rail connectivity from L'Enfant Station in Washington, D.C. to Rosslyn Interlocking at CSXT Milepost 109.9 in Arlington County, Virginia, the Subordinate Passenger Rail Easement shall expire and be released automatically;
- (x) if Grantee fails to make any payments when due of the "Purchase Price" under the Comprehensive Rail Agreement, Grantee's rights with respect to the Subordinate Passenger Rail Easement shall be suspended until such payments are made; and
- (xi) upon the expiration or termination of the Subordinate Passenger Rail Easement, Grantee shall execute such documents in recordable form as Grantor may reasonably require to

confirm such expiration or termination and the release of the Subordinate Passenger Rail Easement.¹

(b) upon recordation in the applicable land records of a deed of confirmation between Grantor and Grantee (each, a “Deed of Confirmation”) confirming, establishing or modifying, as necessary, the boundary lines of any portion of the Passenger Rail Corridor as described in Exhibit B hereto to conform to the boundary lines of such portion of the Passenger Rail Corridor, as applicable, as set forth on a plat or plats of survey to be attached to and referenced in such Deed of Confirmation, all of the right, title and interest of Grantor, if any, in and to such portion of the Passenger Rail Corridor as described on such plat or plats of survey, thereby converting Grantee’s interest in such portion of the Passenger Rail Corridor from the Passenger Rail Easement into whatever interest (fee simple or otherwise) Grantor may own in such portion of the Passenger Rail Corridor, subject to any and all reservations, restrictions, terms and conditions set forth herein (to the extent applicable).

The Property is hereby and shall be conveyed by Grantor to Grantee subject in all respects to the following exclusions, reservations, restrictions, covenants, terms and conditions set forth in this Deed:

EXCLUDED PROPERTY

Excluding from the conveyance of the Property and excepting unto Grantor the following (collectively, the “Excluded Property”):

- (i) all buildings, improvements, tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, earthworks, retaining walls, signals, crossing protection devices, communication lines, poles and auxiliary tracks (to the extent of Grantor’s ownership interest) that are affixed to or located on the Rail Corridor, other than (A) the Passenger Facilities and (B) those tracks, rails, ties, ballast and supporting structures described in Exhibit B-2 attached hereto;
- (ii) all rights, if any, to the airspace above the Passenger Rail Corridor, which airspace lies above a horizontal plane, the elevation of which is twenty-three feet (23’) above the top of tracks as they exist from time to time or in the absence of tracks, the surface elevation of the land, but subject to the rights expressly granted in this Deed to Grantee to use certain portions of such airspace as set forth within the section of this Deed entitled “RESTRICTIVE COVENANTS”; and
- (iii) mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Passenger Rail Corridor; and RESERVING the right for Grantor, its successors and assigns, to remove the same; provided, however that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations (as hereinafter defined) and provided, further, that Grantor will not drill or permit drilling on the surface of the Passenger Rail Corridor for mineral extraction without the prior written consent of Grantee, which consent may be withheld in its sole discretion. As used in this Deed, the phrase “Unreasonably Interfere with Passenger Rail Operations” shall mean the exercise of a proposed right that would or would reasonably be expected to impair Grantee’s present or future ability to construct, maintain or operate any planned rail lines for the purpose of providing Passenger Rail Operations within the applicable portion of the Passenger Rail Corridor. Any such proposed right will not be construed to Unreasonably Interfere with Passenger Rail Operations if Grantor can reasonably demonstrate that the conditions, location, track setback and configuration of such proposed rights would meet Grantor’s then-current occupancy standards for its own operating rights of way in the District of

¹ Note to DRPT: In lieu of a “Bridge Easement” as proposed, see clause (i) under “Excluded Property” and Exhibit B-2 for description of certain tracks conveyed to Grantee together with “the structures required to support” the tracks.

Columbia as applied to Grantee's present or future ability to construct, maintain or operate its planned rail lines within the applicable portion of the Passenger Rail Corridor.

RESERVATION OF CSXT EASEMENT

Reserving unto Grantor, its successors and assigns, an easement (the "CSXT Easement") in Perpetuity (as hereinafter defined) for Railroad Purposes (as hereinafter defined) in, over or on the Passenger Rail Corridor, including, but not limited to, the use of all Trackage (as hereinafter defined) within the Passenger Rail Corridor, subject to the following terms and conditions:

a. Amtrak. Grantee acknowledges the existence of the Amtrak Agreement (hereinafter defined) and that Grantor has reserved the right to continue to satisfy Grantor's obligations and to continue to exercise Grantor's rights under the Amtrak Agreement on the Passenger Rail Corridor for the term of the Amtrak Agreement or as provided by law. Grantee reserves the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Passenger Rail Corridor; provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantor towards one another under the agreement dated June 1, 1999 between Grantor and Amtrak, as same has been or may hereafter be amended, restated and supplemented from time to time (the "Amtrak Agreement"), (iii) not cause Grantor to be in violation of Grantor's obligations under the Amtrak Agreement as it applies to the Rail Corridor and (iv) be subject to the CSXT Easement and Grantor's rights under the Joint Operating and Maintenance Agreement, including, without limitation, the windows of operation, maintenance and access.

b. Existing Freight Service Agreements. There is hereby reserved to Grantor as part of the CSXT Easement (i) the exclusive right to continue to operate or perform and to continue to exercise its rights under any and all Existing Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Existing Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Existing Freight Service Agreement.

c. Future Freight Service Agreements. There is hereby reserved to Grantor as part of the CSXT Easement (i) the exclusive right from time to time to enter into and to operate and perform its obligations and exercise its rights under Future Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Future Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Future Freight Service Agreement.

d. Definitions of CSXT Easement Terms. The following terms shall have the respective meanings set forth below when used in this Deed with respect to the CSXT Easement, except that the term "Trackage" as defined below shall have such meaning wherever it appears in this Deed:

i. Perpetuity: Until the CSXT Easement is abandoned or terminated, as provided in the Joint Operating and Maintenance Agreement. In the event of abandonment or termination of any portion of the CSXT Easement as provided in the Joint Operating and Maintenance Agreement, such portion thereof shall automatically be extinguished.

ii. Trackage: The railway tracks now or hereafter located in the Passenger Rail Corridor (whether on the surface, elevated, or underground) and all supporting materials, facilities and structures appurtenant thereto (all rails, ties, tie plates, ballast, drainage structures), together with existing or future control devices, signals, switches, communication lines and poles necessary for the safe rail operations, whether main, spur, siding or sidetrack(s);

iii. Railroad Purposes: The exclusive right to construct, maintain, repair, operate and use Trackage on the Passenger Rail Corridor for the provision of Rail Freight Service, together with the right of ingress and egress over the Passenger Rail Corridor and any adjacent property owned by Grantee to and from said Trackage and facilities located within the Passenger Rail Corridor, provided, however, Grantee may use said Trackage for Passenger Rail Operations and for its own freight needs, being the transport of railroad materials, equipment, ballast, rails and the like owned by Grantee (to the extent such transport does not interfere with Grantor's use of the Passenger Rail Corridor for Rail Freight Service or for passenger operations), but not common or contract carriage of freight. Except as expressly stated herein, Grantee shall not be entitled to use, or to grant to any third party the right to use, any portion of the Rail Corridor for any type of Rail Freight Service.

iv. Rail Freight Service: The transportation by rail of property and movable articles of every kind, character and description over the Passenger Rail Corridor, including but not limited to rail freight contract and common carrier transportation service to current and future industries, customers and facilities located along the Passenger Rail Corridor, including transloading activities and supporting activities, over the Passenger Rail Corridor, but excluding detour movements of other railroads permitted by Grantee pursuant to the Joint Operating and Maintenance Agreement.

v. Existing Freight Service Agreements: (i) The right, title and interest of Grantor in and to those agreements identified in Exhibit E-3 to the Assignment and Assumption Agreement (hereinafter defined), to the extent such right, title and interest is not assigned to Grantee by the Assignment and Assumption Agreement, as such agreements may have been and may hereafter be amended, supplemented, restated or extended from time to time, and (ii) any and all easements, leases, licenses, occupancies and agreements identified in Exhibit []-3 to the Assignment and Assumption Agreement, as the same may have been and may hereafter be amended, supplemented, restated or extended from time to time.

vi. Future Freight Service Agreements. Any and all easements, leases, licenses, occupancies and agreements hereafter entered into by Grantor with affiliates of Grantor or unaffiliated parties, for transloading and storage activities and for other uses related to the Rail Freight Service provided from time to time by Grantor, as the same may have been and may hereafter be amended, supplemented, restated or extended from time to time.

RESERVATION OF RESERVED CORRIDOR RIGHTS

Reserving unto Grantor, its successors and assigns the following (collectively, the "Reserved Corridor Rights"):

- (i) Existing Utility Easement. A perpetual exclusive easement, hereinafter the "Existing Utility Easement," in, over, under and along those portions of the Passenger Rail Corridor encumbered by existing occupancies of every type and nature, whether recorded or not, including such occupancies for the construction, maintenance, operation, use, replacement, relocation, renewal and removal of water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems, and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Passenger Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Passenger Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, (b) the right from time to time to assign the Existing Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, (c) the right to lease, license or permit third parties to use the Existing Utility

Easement and/or the rights reserved pursuant thereto, and (d) access over the Passenger Rail Corridor to reach the Existing Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for utilities shall remain with and be exclusive unto Grantor;

- (ii) Future Utility Easement. An exclusive perpetual utility easement, hereinafter the “Future Utility Easement,” for the entire width and length of the Passenger Rail Corridor for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems; and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Passenger Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Passenger Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) access over the Passenger Rail Corridor to reach the Future Utility Easement, (b) the right from time to time to assign the Future Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and (c) the right to lease, license or to permit third parties to use the Future Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for utilities shall remain with and be exclusive unto Grantor;
- (iii) Existing Signboard Easement. An exclusive perpetual signboard easement, hereinafter the “Existing Signboard Easement” for the entire width and length of the Passenger Rail Corridor for existing signboards whether recorded or not, together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Existing Signboard Easement and the right to protect reasonable view corridors with respect to signboards installed within the Existing Signboard Easement and with the further right from time to time to assign the Existing Signboard Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Existing Signboard Easement and/or the rights reserved pursuant thereto provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for signboards shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable;
- (iv) Future Signboard Easement. An exclusive perpetual signboard easement, hereinafter the “Future Signboard Easement” for the entire width and length of the Passenger Rail Corridor for future signboards together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Future Signboard Easement and the right to protect reasonable view corridors with respect to signboards installed within the Future Signboard Easement from and after such installation, and with the further right from time to time to assign the Future Signboard Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Future Signboard Easement and/or the rights reserved pursuant thereto, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for signboards shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantor for the right to do so, subject to the other terms and

conditions of this Deed as applicable, and Grantee shall have the right to protect reasonable view corridors with respect to Grantee's signboards installed hereafter;

- (v) Existing Cell Tower Easement. An exclusive perpetual easement for towers and antennae for data, communications and power transmission including without limitation cellular communication systems, hereinafter the "Existing Cell Tower Easement" for the entire width and length of the Passenger Rail Corridor for existing towers and antennae whether recorded or not, together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Existing Cell Tower Easement and to provide it with power and with the further right from time to time to assign the Existing Cell Tower Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Existing Cell Tower Easement and/or the rights reserved pursuant thereto provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for cell towers shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing communications facilities and equipment related to Passenger Rail Operations, without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable;
- (vi) Future Cell Tower Easement. An exclusive perpetual easement for towers and antennae for data, communications and power transmission including without limitation cellular communication systems, hereinafter the "Future Cell Tower Easement" for the entire width and length of the Passenger Rail Corridor for future towers and antennae together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Future Cell Tower Easement and to provide it with power and with the further right from time to time to assign the Future Cell Tower Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Future Cell Tower Easement and/or the rights reserved pursuant thereto, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for cell towers shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing communications facilities and equipment related to Passenger Rail Operations, without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable; and
- (vii) Road Crossings. An indefinite number of road crossings, together with the right to maintain, operate, use, replace, upgrade, relocate, renew, and remove such crossings, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations.

In the event that Grantor exercises any of the Reserved Corridor Rights, Grantee agrees as follows:

(a) all administrative fees charged by Grantee, including but not limited to right of entry fees, engineering review fees, processing and handling fees, etc., shall be capped at TEN THOUSAND AND 00/100 U.S. DOLLARS (\$10,000.00) per occupancy (the "Cap on Administrative Fees"). The Cap on Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed. Notwithstanding the foregoing, the cap on administrative fees for a longitudinal occupancy shall be TWENTY FIVE THOUSAND AND 00/100 U.S. DOLLARS (\$25,000.00) (the "Cap on Longitudinal Administrative Fees"). The Cap on Longitudinal Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed.

(b) Grantee shall respond to all requests for engineering review, right of entry, track protection, etc., within forty five (45) days of receipt of written request for the same. Failure of Grantee to respond within forty five (45) days shall be deemed an approval by Grantee, and Grantee forfeits its right to collect any administrative fee(s) for the same; and

(c) Grantor shall have the exclusive right to provide construction engineering and inspection services (the "CE&I Services") on an as-needed basis as determined by Grantor. Upon Grantor's request, Grantee shall enter into a right of entry agreement with Grantor or Grantor's designee providing the CE&I Services, and Grantee shall not charge Grantor or Grantor's designee any fees for such right of entry. Grantor shall not charge Grantee any fees for the CE&I Services or require Grantee to pay any costs and expenses incurred by Grantor or Grantor's designee in performing the CE&I Services.

RESERVATION OF VRE/AMTRAK AGREEMENTS

Further reserving unto Grantor, their successors and assigns all of Grantor's right, title and interest in and to the following (collectively, the "VRE/Amtrak Agreements"): (i) the Amended and Restated Operating Access Agreement dated July 1, 2011 between Grantor and the Commissions, as amended and supplemented from time to time, (ii) the Master Lease Agreement dated May 6, 2013 between Grantor and the Commissions, as amended and supplemented from time to time, and (iii) the Master Property Lease dated June 19, 2010 between Amtrak and Grantor, as amended and supplemented from time to time.

CONVEYANCE SUBJECT TO CERTAIN RIGHTS, ENCUMBRANCES AND OTHER MATTERS

The Property is hereby and shall be conveyed subject to the following rights, encumbrances and other matters (collectively, the "Rail Corridor Encumbrances"): (i) the rights of Amtrak under the Amtrak Agreement; (ii) the CSXT Easement; (iii) the rights of the Commissions and Amtrak under the VRE/Amtrak Agreements, (iv) all existing agreements, contracts, leases, licenses, encroachments, claims, easements, occupancies, grants, reservations, deed obligations and similar covenants, rights, title defects and other impediments, whether or not recorded and whether or not this Deed provides actual notice thereof, including any rights of Amtrak by operation of law or otherwise; (v) all existing telecommunications facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record; (vi) legally applicable building, zoning, subdivision and other federal, state, county, municipal or local laws, ordinances and regulations; (vii) property taxes and assessments, both general and special, which may become due or payable on or after the date hereof, and which, subject to the terms of the Comprehensive Rail Agreement, Grantee assumes and agrees to pay; (viii) any and all encroachments and other matters which might be revealed by a survey meeting applicable State minimum technical requirements or by an inspection or proper survey of the Passenger Rail Corridor; (ix) any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways; (x) reservations or exceptions whether or not of record, including, without limitation: reservations or exceptions of minerals or mineral rights; public utility and other easements; and easements, crossings, occupancies, and rights-of-way, howsoever created; (xi) mortgages and deeds of trust pertaining to the Property which mortgages and deeds of trust, if any and if recorded, Grantor shall cause to be released, at no cost or expense to Grantee, within sixty (60) days of the recording date of this Deed; and (xii) all other matters recorded in the land records in which this Deed is recorded.

NO WARRANTY AS TO TITLE, ETC.

GRANTEE HEREBY ACKNOWLEDGES THAT (a) THE PROPERTY IS HEREBY AND SHALL BE TRANSFERRED WITHOUT WARRANTY AS TO TITLE, (b) THE PROPERTY IS HEREBY AND SHALL BE CONVEYED AS IS, WHERE IS AND WITH ALL FAULTS, DEFECTS AND CONDITIONS OF ANY KIND, NATURE OR DESCRIPTION AS OF THE DATE HEREOF,

AND (c) EXCEPT AS OTHERWISE PROVIDED IN THE TRANSACTION DOCUMENTS (HEREINAFTER DEFINED), THERE HAVE BEEN AND WILL BE NO REPRESENTATIONS, WARRANTIES, GUARANTEES, STATEMENTS OR INFORMATION, EXPRESSED OR IMPLIED, PERTAINING TO THE PASSENGER RAIL CORRIDOR, THE PHYSICAL, ENVIRONMENTAL OR OTHER CONDITION THEREOF, ITS MERCHANTABILITY OR SUITABILITY FOR ANY USE OR PURPOSE OR ANY OTHER MATTER WHATSOEVER, MADE TO OR FURNISHED TO GRANTEE BY GRANTOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES.

To the extent that Grantor's title to the Property consists of railroad easements, and therefore only railroad easements are being acquired by Grantee, Grantee acknowledges that such railroad easements may not survive the consummation of the abandonment of all or a portion of the Property in accordance with 49 USC Sec. 10903 and 49 CFR Part 1152 as they may be amended, supplemented, or modified from time to time.

RESTRICTIVE COVENANTS

The following restrictive covenants (collectively, the "Restrictive Covenants") are hereby imposed upon and shall run with title to the Property, and shall be binding upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through Grantee:

- (i) Restrictions on Use of Passenger Rail Corridor. Grantee acknowledges that the Passenger Rail Corridor has been historically used for railroad industrial operations and is being conveyed for use only for Passenger Rail Operations. Grantee, by acceptance of this Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Passenger Rail Corridor for any purpose other than Passenger Rail Operations and that the Passenger Rail Corridor will not be used for the following (collectively, the "Use Restrictions"): (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Passenger Rail Corridor by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the Passenger Rail Corridor (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human), (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits, (f) any longitudinal transportation purpose other than Passenger Rail Operations, (h) any hospital, nursing home, elder care facility, assisted living facility, or other facility offering medical care or (i) any commercial or industrial use (it being understood that the uses described in clauses (a) through (h) above shall not be considered "commercial or industrial" uses for this purpose); provided, however, that, upon securing all necessary governmental and other third party approvals, permits and licenses and assuming all environmental risks and all costs associated therewith, Grantee shall have the right (i) to use the airspace above any existing and future passenger rail stations within the Passenger Rail Corridor for residential, commercial and office purposes, (ii) to use airspace in the Railroad Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they exist from time to time in the

Railroad Corridor, to provide access to passenger rail stations, platforms and parking lots intended for the exclusive use of rail passengers and (iii) to use airspace in the Passenger Rail Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they exist from time to time in the Passenger Rail Corridor, to construct new passenger rail stations and platforms, provided, further, that any such use and any such new passenger stations and platforms shall not unreasonably interfere with freight operations and will be designed consistent with applicable law. By acceptance of this Deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Passenger Rail Corridor for human consumption or irrigation.

Notwithstanding the foregoing, in the event that Grantee desires to sell any portion of the Passenger Rail Corridor (a "Sale Parcel") to a third party intending to develop or use the Sale Parcel for any purpose that would be prohibited by the Use Restrictions, other than the Use Restriction described in clause (d) in the immediately preceding paragraph (each, a "Proposed Use"), Grantee shall provide to Grantor, at least six (6) months in advance of the closing of such sale, written notice of the sale setting forth the Proposed Use for the Sale Parcel and requesting the removal of the Use Restrictions on the Sale Parcel as to the Proposed Use only. Grantor and Grantee agree that, upon receipt by Grantor of such notice, the parties shall negotiate in good faith and attempt to agree upon a contract for the terms of releasing the Use Restrictions from the Sale Parcel as to the Proposed Use. Such contract shall include, among other provisions, (i) additional compensation to be paid to Grantor equal to sixty percent (60%) of the gross sales proceeds to be paid to Grantee by such third party and (ii) in the case of a Proposed Use described in clauses (a), (b), (c) or (h) of the immediately preceding paragraph, a requirement that, upon and to the extent of Grantor's requirement made in response to a request to release such Use Restrictions, Grantee (A) enroll the Sale Parcel in the Voluntary Cleanup Program ("VCP") of the District of Columbia Department of Energy and the Environment ("DCDEE"), as set forth in DC Code §8-633.01 et seq., (B) complete such investigations and remediation required by the DCDEE under the VCP to allow such Proposed Use, (C) obtain a Certificate of Completion (the "Certificate") from DCDEE that expressly allows such Proposed Use with the implementation of any necessary institutional controls, and (D) record in the applicable land records the Certificate and a Declaration of Restrictive Covenants as required by the Certificate. If Grantor and Grantee agree to a contract for removal of the Use Restrictions from the Sale Parcel as to the Proposed Use, upon the satisfaction of the terms of such contract Grantor shall execute and deliver in recordable form an instrument releasing the Use Restrictions from the Sale Parcel as to the Proposed Use. Any such release instrument expressly shall provide that the other Use Restrictions remain in full force and effect as to the Sale Parcel and that all of the Use Restrictions remain in effect as to the remainder of the Passenger Rail Corridor (except as the same may have been released or may thereafter be released in accordance with this paragraph). In no event shall Grantor be obligated to consider any request to release the Use Restriction applicable to agricultural uses described in clause (d) of the immediately preceding paragraph.

- (ii) Freight Restriction. Grantee, by acceptance of this Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Passenger Rail Corridor, or any portion thereof, for railroad freight service, but such restriction shall not impair Grantor's right to use the CSXT Easement for such purpose.
- (iii) Noise, Light, Fume, Vibration Abatement. Grantor, its successors and assigns, by conveyance of this Deed, and Grantee, its successors and assigns, by acceptance of this Deed, each hereby covenants and agrees with the other Party that neither Party shall be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Passenger Rail Corridor and the Freight Rail Corridor or any other adjacent land(s)

of Grantor or Grantee or any other company affiliated with Grantor or Grantee; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Each Party covenants not to sue the other Party, its successors or assigns for existence of the noise, light, fumes and vibrations from such Party's operations. Each Party acknowledges that the other Party's adjacent railroad operation is (or may be) a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

TRANSACTION DOCUMENTS

Transaction Documents Not Superseded. The provisions of the following documents (collectively, the "Transaction Documents") shall continue in effect after the Effective Date to the extent applicable: (i) the Comprehensive Rail Agreement dated as of _____, 2021 between Grantor and Grantee, as amended, restated or supplemented from time to time (the "Comprehensive Rail Agreement"), (ii) the Joint Operating and Maintenance Agreement dated as of the date hereof between Grantor and Grantee, as amended, restated or supplemented from time to time (the "Joint Operating and Maintenance Agreement"), (iii) the Engineering Agreement (CSXT) dated as of the date hereof between Grantor and Grantee and the Engineering Agreement (DRPT) dated as of the date hereof between Grantor and Grantee, as each may be amended, restated or supplemented from time to time (collectively, the "Engineering Agreements"), (iv) the Master Development and Construction Agreement (CSXT) dated as of the date hereof between Grantor and Grantee and the Master Development and Construction Agreement (DRPT) dated as of the date hereof between Grantor and Grantee, as each may be amended, restated or supplemented from time to time (collectively, the "Construction Agreements"), and (v) the Assignment and Assumption Agreement dated as of the date hereof between Grantor and Grantee, as amended, restated or supplemented from time to time (the "Assignment and Assumption Agreement"). By acceptance of this Deed, Grantee covenants that it, its successors, heirs, legal representatives and assigns shall abide by and shall be governed by the Comprehensive Rail Agreement and the other Transaction Documents. If there is any conflict, ambiguity or inconsistency between the provisions of this Deed and any of the Transaction Documents or among the Transaction Documents, the order of precedence shall be as stated in the Comprehensive Rail Agreement. Copies of the Joint Operating and Maintenance Agreement, the Engineering Agreements, the Construction Agreements, the Assignment and Assumption Agreement and the Comprehensive Rail Agreement are retained at the offices of Grantor and Grantee.

Joint Operating and Maintenance Agreement to Run with the Property. The Joint Operating and Maintenance Agreement is integral to the transactions contemplated by the Comprehensive Rail Agreement and the conveyance of the Property. The Joint Operating and Maintenance Agreement shall bind and be imposed upon and shall run with title to the Property, both against Grantee and Grantee's successors and assigns. While all or portions of the Joint Operating and Maintenance Agreement may not be placed of public record, any party acquiring all or any portion of the Property hereby shall take title to the Property or a portion of the Property in all respects subject to all terms and conditions of the Joint Operating and Maintenance Agreement.

MISCELLANEOUS

Power of Eminent Domain Not Affected Hereby. Nothing in this Deed shall be construed to affect, or be a waiver, in whole or in part, of any power of eminent domain provided by law, nor shall anything in this Deed be construed to affect, or be a waiver, in whole or in part, of the right to assert that

eminent domain is preempted by the jurisdictional authority of the Surface Transportation Board.

Covenants and Easements in Gross. Grantee and Grantor agree and acknowledge that the covenants and easements contained in this Deed shall be covenants “in gross” and easements “in gross” which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own the Freight Rail Corridor. Grantee acknowledges that Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to the Freight Rail Corridor.

Covenants Run with the Land. By the recording of this Deed, Grantee and Grantor agree that the covenants of Grantee and Grantor herein shall run with the land and bind Grantee and Grantor, and their respective successors and assigns.

Construction of this Deed. The captions used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Deed. Any gender employed in this Deed shall include all genders, and the singular shall include the plural and the plural shall include the singular whenever and as often as may be appropriate. When used in this Deed, the term “including” shall mean “including but not limited to.”

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. pursuant to due corporate authority, have caused their names to be signed hereto by their respective officers hereunto duly authorized and duly attested, and the VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION, pursuant to due authority, has caused its name to be signed hereto by its officers hereunto duly authorized.

ATTEST: _____
Secretary

CSX TRANSPORTATION, INC., a Virginia corporation

By: _____
Print Name: Christina W. Bottomley
Print Title: Head of Real Estate

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Christina W. Bottomley, as Head of Real Estate of CSX Transportation, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires: _____

[SEAL]

Notary Public

VIRGINIA DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION, an agency of the
Commonwealth of Virginia

By: _____
Print Name: _____
Print Title: _____

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of Virginia Department of Rail and Public
Transportation, an agency of the Commonwealth of Virginia, on behalf of the Department.

My commission expires: _____

[SEAL]

Notary Public

Exhibit A	Map of Rail Corridor
Exhibit B	Description of Passenger Rail Corridor
Exhibit B-1	List of Enhanced Valuation Maps
Exhibit B-2	Tracks Conveyed to Grantee
Exhibit B-3	Copies of Enhanced Valuation Maps
Exhibit C	Passenger Facilities

EXHIBIT A
MAP OF RAIL CORRIDOR

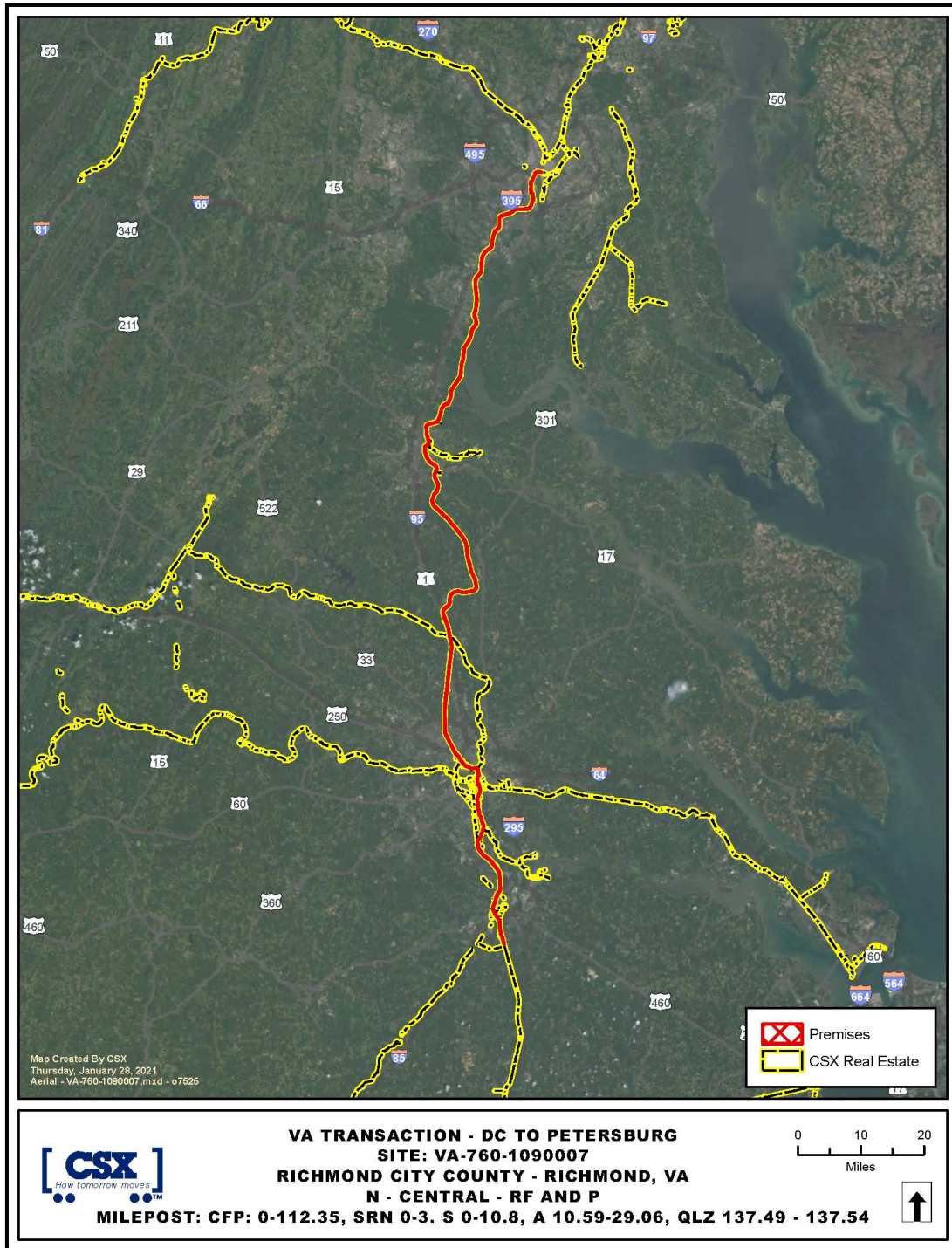


EXHIBIT B

DESCRIPTION OF PASSENGER RAIL CORRIDOR

All those certain parcels of land situated in the District of Columbia, which parcels of land are shown as the shaded areas identified as "Passenger Rail Corridor to be Conveyed to DRPT" on certain of the enhanced valuation maps listed in Exhibit B-1 attached hereto (the "Enhanced Valuation Maps").

Copies of the Enhanced Valuation Maps are attached to this Deed and recorded herewith as Exhibit B-3. In addition, copies of the Enhanced Valuation Maps have been signed for identification by Grantor and Grantee and are available at their respective offices. Nothing shown on the Enhanced Valuation Maps is intended to bind Grantor with respect to the boundary lines of, or other matters related to, the Freight Rail Corridor.

EXHIBIT B-1

LIST OF ENHANCED VALUATION MAPS² SEGMENT 1 – D.C.

Jurisdiction	Enhanced Valuation Maps (Property)*	CSXT or its predecessors' Valuation Map Numbers**	Direction from Milepost*** (or comments in parenthesis)
District of Columbia	EV-1 EV-2 EV-3 EV-4 EV-5 EV-284 EV-285	V47173, V47169 V47173 V47163 V47163, V47164 V28600, V47164 n/a n/a	South of QLZ 137.49 North and south of CFP 112 South of CFP 111.7 North and south of CFP 111 Between City line and CFP 111 (delineation alignment) (delineation alignment)

*EV-284 and EV-285 are delineation alignment charts for the Enhanced Valuation Maps in D.C.

**The column labeled “CSXT or its predecessors’ Valuation Map Numbers” may be over-inclusive, under-inclusive or otherwise incorrect and shall have no bearing on the title transferred by this Deed.

*** References in this column to “north” or “south” refer to the overall orientation of the Rail Corridor running from its northernmost point in the District of Columbia to the state line of the Commonwealth of Virginia in the south, although the orientation of any particular portion of the Rail Corridor may vary.

² Under review by CSXT.

EXHIBIT B-2

TRACKS CONVEYED TO GRANTEE

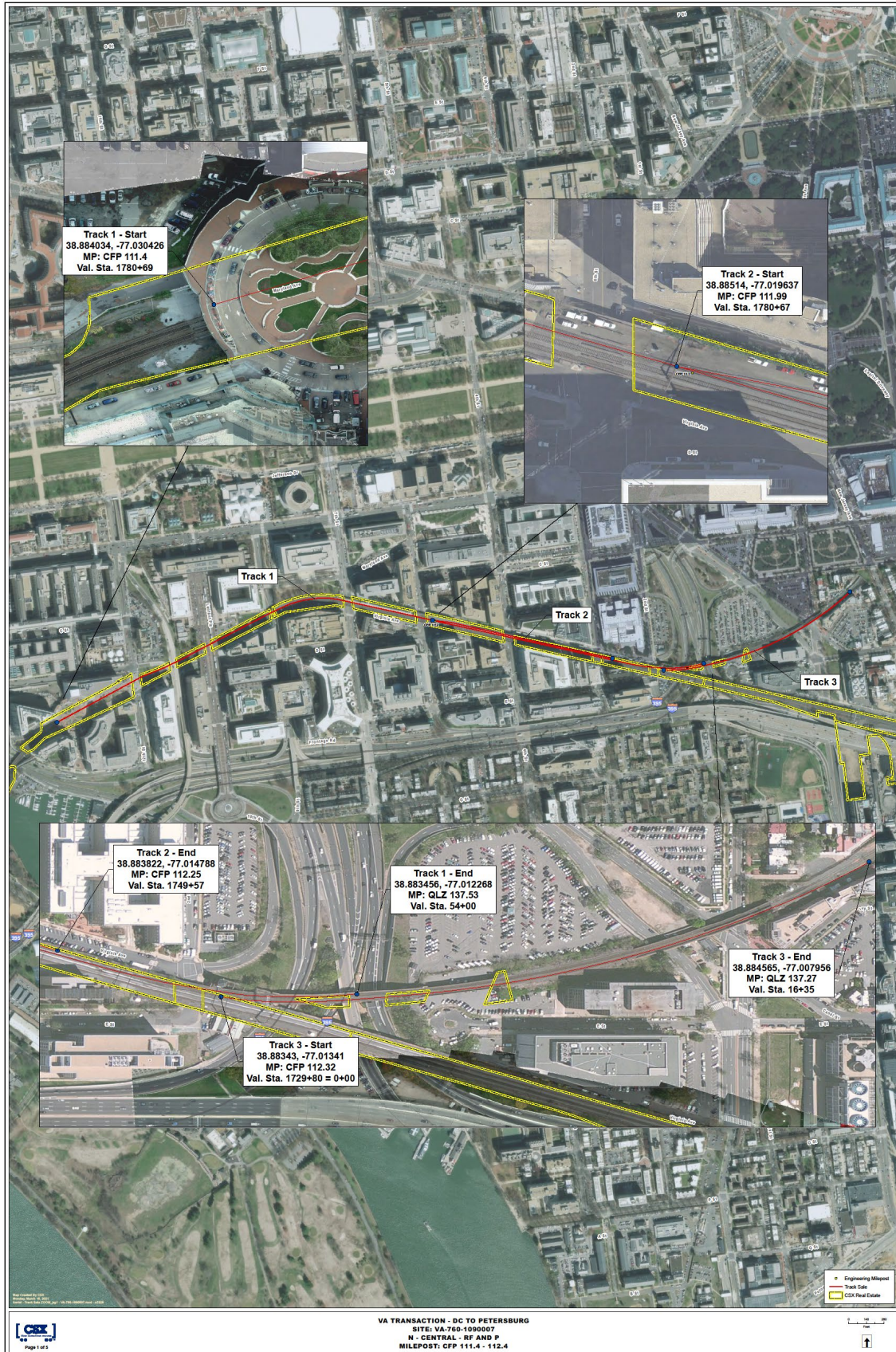
The tracks identified in red on the aerial photographs attached hereto and recorded herewith, together with associated rails, ties and ballast and together with the structures required to support the foregoing assets (but in any event excluding all signals), such tracks being located and identified on such aerial photographs as follows:

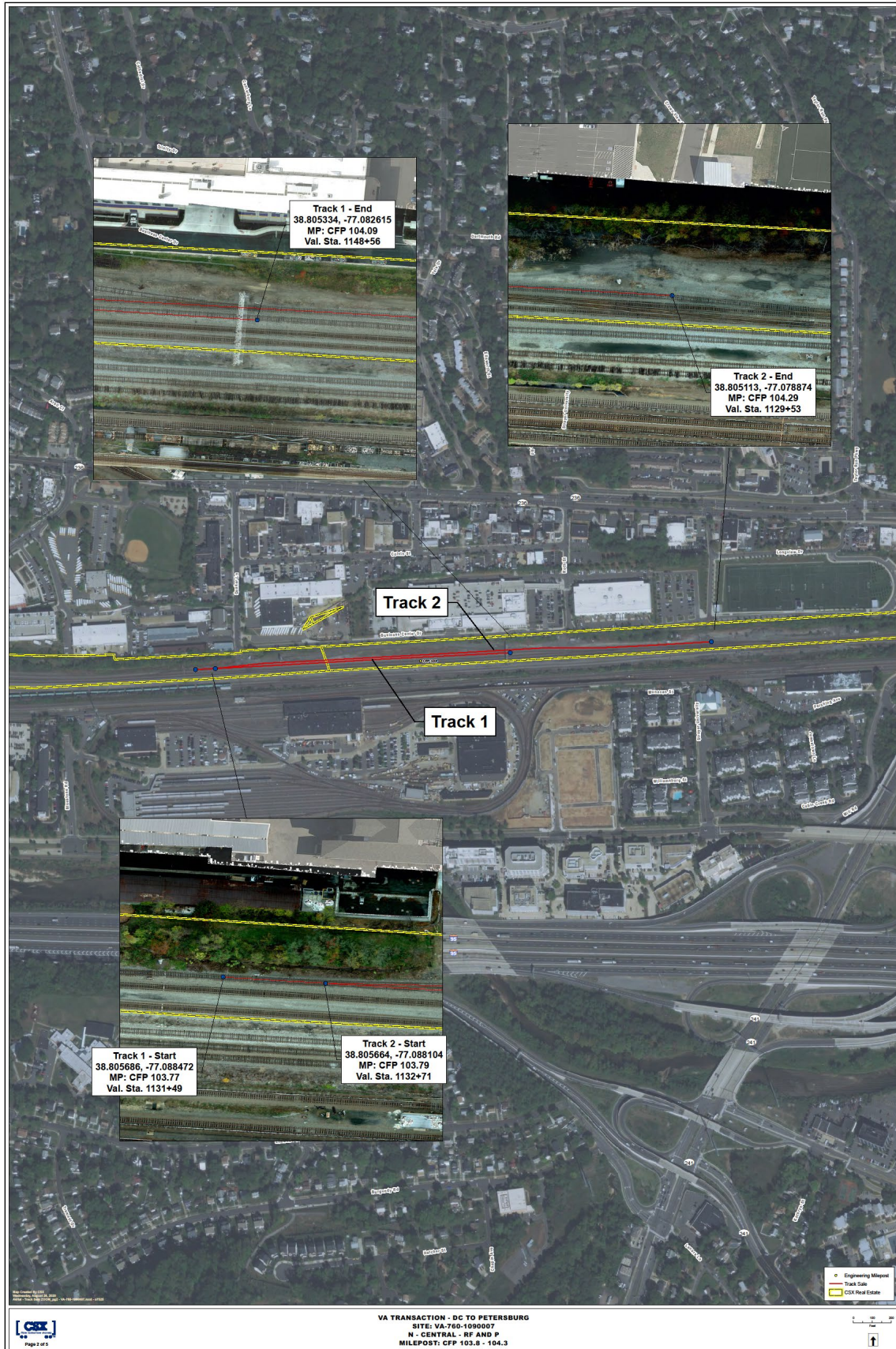
Between Mile Post CFP 111.4 and Mile Post CFP 112.4:

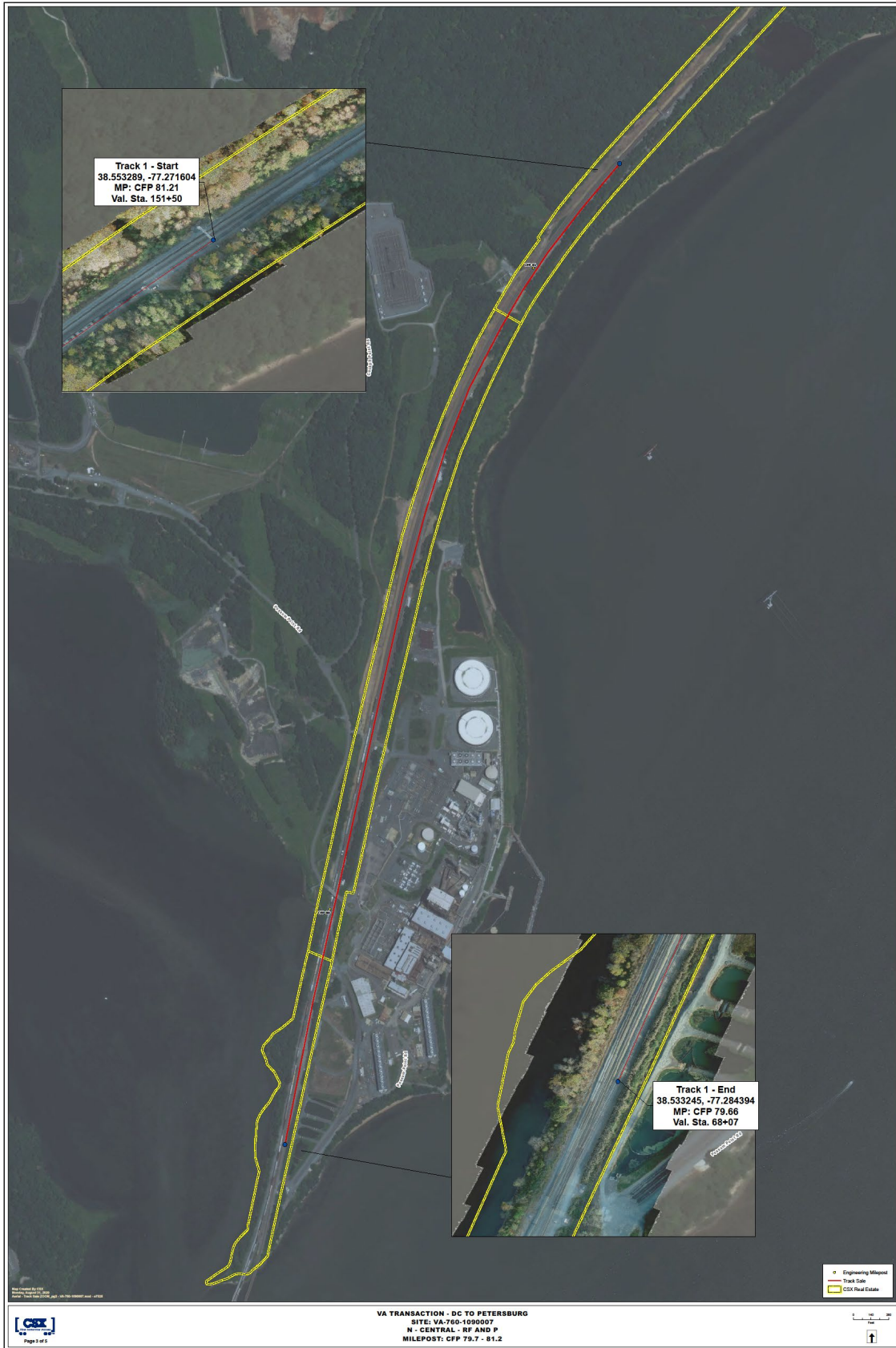
Track 1 – Start 38.884034, -77.030426 MP: CFP111.4 Val. Sta. 1780+69 and End 38.883456, -77.012268 MP: QLZ 137.53 Val. Sta. 54+00.

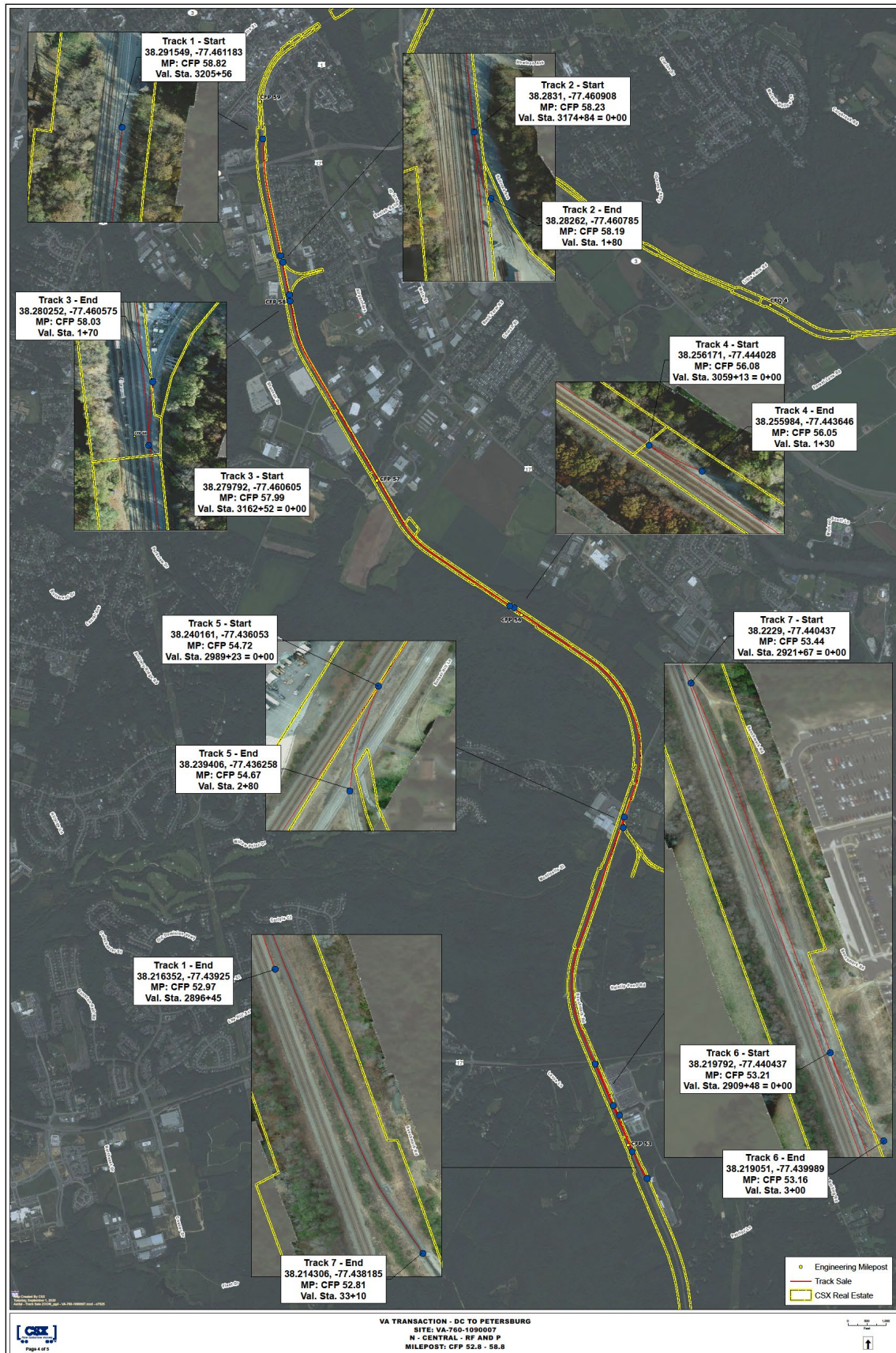
Track 2 – Start 38.88514, -77.019637 MP: CFP111.99 Val. Sta. 1780+67 and End 38.883822, -77.014788 MP: CFP 112.25 Val. Sta. 1749+57.

Track 3 – Start 38.88343, -77.01341 MP: CFP 112.32 Val. Sta. 1729+80 = 0+00 and End 38.884565, -77.007956 MP: QLZ 137.27 Val. Sta. 16+35.









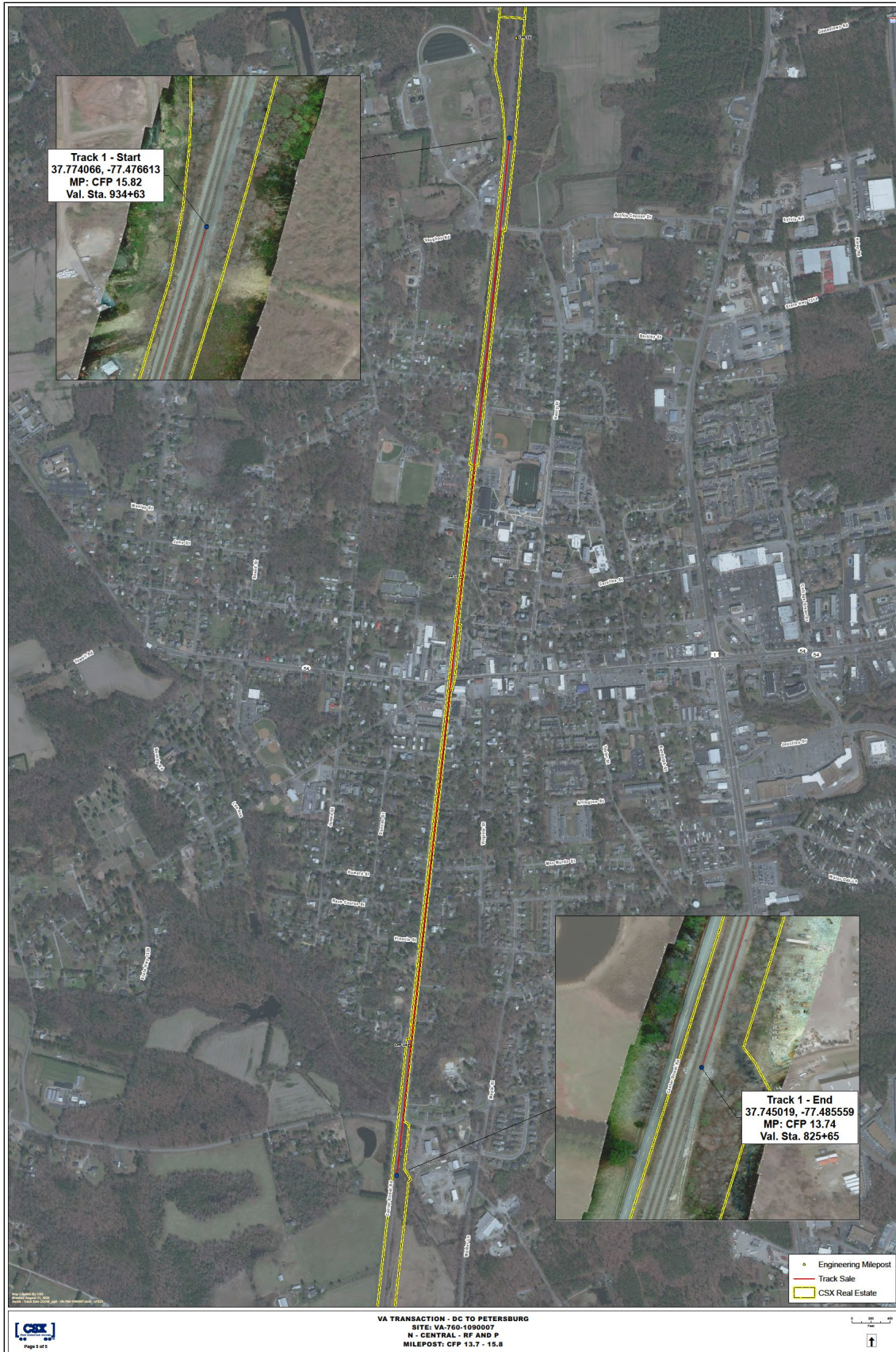
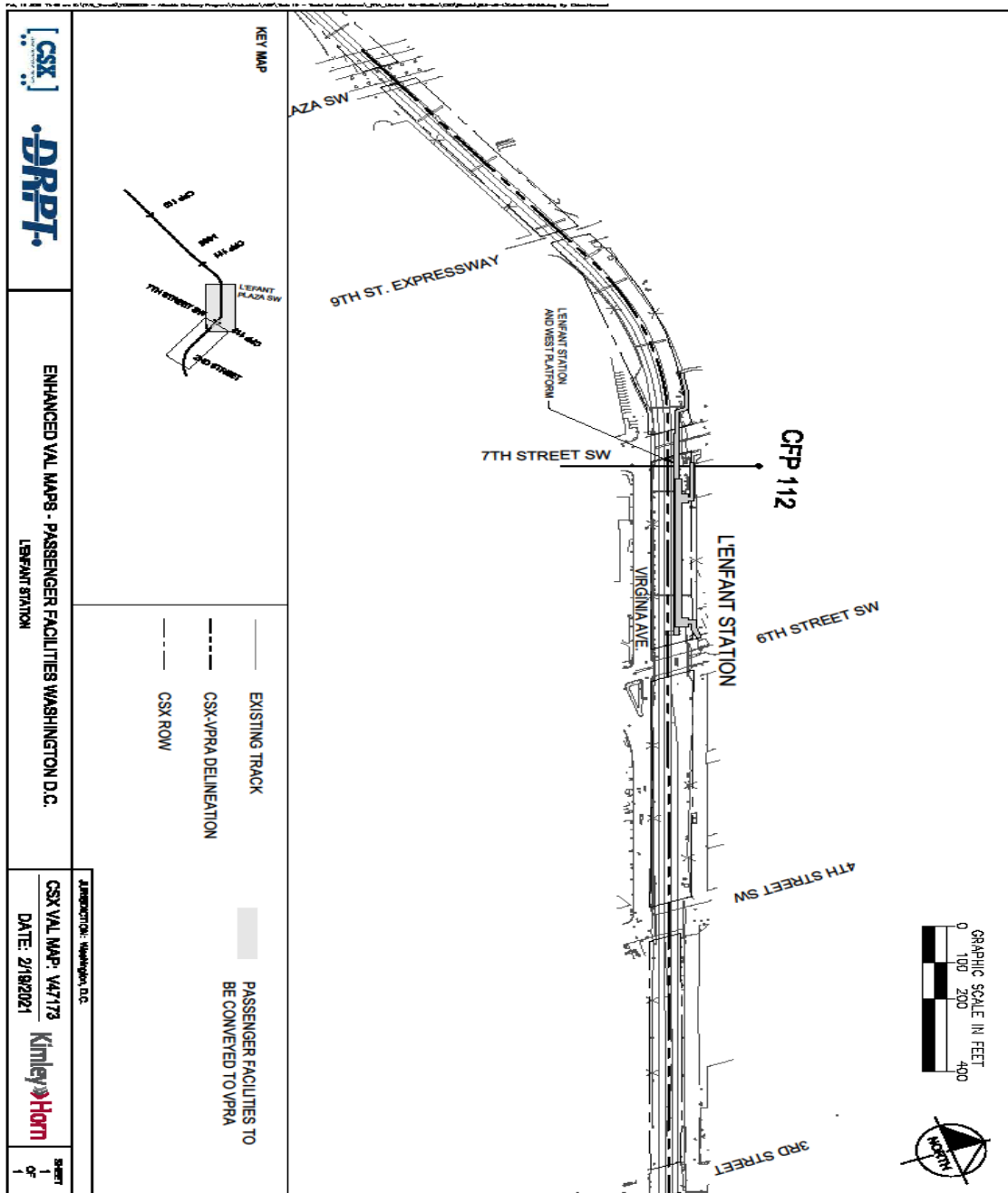


EXHIBIT B-3

COPIES OF ENHANCED VALUATION MAPS

PASSENGER FACILITIES³

District of Columbia: the improvements located on the shaded area shown on Sheet S-1 attached hereto and identified thereon as “L’Enfant Station and West Platform.”



³ Under review by CSXT.