

EXHIBIT I

INSPECTION RIGHT-OF-ENTRY AGREEMENT

Access to CSX Transportation, Inc. Property For Certain Inspection Purposes

This Inspection Right-of-Entry Agreement ("**Agreement**") is between the Virginia Department of Rail and Public Transportation ("**DRPT**") and CSX Transportation, Inc. ("**CSXT**" or "**Railroad**"), (each a "**Party**" and collectively the "**Parties**") and is dated and effective as of [●], 20[●]. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning given to the identical term within the Comprehensive Rail Agreement.

RECITALS:

WHEREAS, DRPT and CSXT are parties to that certain Comprehensive Rail Agreement ("**Comprehensive Rail Agreement**") dated [●] with respect to the sale of Segment 1, Segment 2, and Segment 3 by CSXT to DRPT;

WHEREAS, pursuant to Section 6.1 (*Inspection*) of the Comprehensive Rail Agreement, in connection with the furtherance of the purposes of the Comprehensive Rail Agreement with respect to the relevant Segment, DRPT and its agents, representatives, and contractors are allowed to enter the Corridor to inspect, examine, survey and study and make other engineering or landscaping tests or surveys which DRPT may deem necessary with respect to the Segments, provided that the inspections exclude all environmental inspections with respect to the Corridor, and provided further that no grading, test borings or other invasive tests or surveys shall be done and no trees or bushes shall be cut except for trees and bushes necessary to clear testing for survey purposes (collectively "**Permitted Purposes**"); and

WHEREAS, pursuant to Section 6.1.2 (*Inspection*), as a condition to entering the Corridor for the Permitted Purposes, DRPT must execute and deliver to CSXT this Agreement and the Entering Contractor Indemnification Agreement attached as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSXT and DRPT agree as follows:

CSXT hereby grants to DRPT, and its employees, agents, representatives, and Entering Contractors (as defined in Section 2 below) the right and permission to enter upon the Corridor for the Permitted Purposes subject to the following terms, conditions, and provisions.

1. COST:

- a. *Cost of Permitted Purposes* – All work associated with the Permitted Purposes (the "**Work**") shall be at DRPT's sole cost and expense and conducted in a manner satisfactory to Railroad.

- b. **Cost of Flag Protection** – If, at the sole discretion of Railroad, it is determined that the Work must be performed under flag protection, DRPT shall reimburse Railroad for the actual cost, including labor and expense, of providing flag protection services and shall promptly make payment within thirty (30) days of receipt of an invoice therefor.

2. SCHEDULE; DURATION; SCOPE:

- a. The portions of the Work requiring DRPT or an Entering Contractor to enter the Corridor may only begin when:
 - (i) this Agreement has been executed by both Parties;
 - (ii) DRPT has performed all notifications required in the Agreement, and/or documentation/correspondence for the Agreement and has received authorization from Railroad to enter the Corridor; and
 - (iii) Any contractors entering the Corridor for or on behalf of DRPT who need to enter the Corridor to perform any portion of the Work (each an “**Entering Contractor**”), shall, before entering the Corridor, execute and provide Railroad with an Indemnification Agreement in the form attached hereto as Exhibit A and incorporated herein by this reference, including evidence of insurance as required under Section 2 thereunder. The Parties expressly acknowledge and agree that DRPT is not, and shall not be, a party to such Indemnification Agreement, and that such Indemnification Agreement is not and shall not be binding upon DRPT. The Parties further agree that any Entering Contractor shall be responsible for the acts, omissions and obligations of its subcontractors under the Indemnification Agreement it signs.
- b. Prior to entering the Corridor to conduct any Work, DRPT shall provide CSXT’s designee in Section 4, below, with a description of the intended Work in reasonable detail. CSXT shall have thirty (30) business days to approve or provide comment on the intended Work.
- c. DRPT shall maintain in its possession a copy of this Agreement, including all attachments and exhibits, as well as copies of the Indemnification Agreements signed by the Entering Contractors, while DRPT or an Entering Contractor is on the Corridor and have the Agreement and any Indemnification Agreements available for review upon request by Railroad’s employees or agents.
- d. DRPT shall not engage in the following activities without first obtaining separate written consent of Railroad:
 - (i) enter upon any property (other than the Corridor or property owned by the Commonwealth of Virginia) in which Railroad has an ownership or leasehold interest, regardless of the proximity of such property to the Corridor; or

- (ii) perform any work, or engage in any activity other than the Work, while on the Corridor, regardless of the closeness in nature of such work or activity to the Work.
- e. This Agreement and the license granted herein do not constitute a grant of any permanent easement. If not terminated earlier, this Agreement and the permission conferred shall terminate upon the following: (i) with respect to Segment 2, Sale Date 2, (ii) with respect to Segment 3, Sale Date 3, and (iii) with respect to Segment 1, sixty (60) days after the Survey Deadline, provided, however that if a Survey has not been approved or has been rescinded pursuant to Section 4.9 of the Comprehensive Rail Agreement, the duration of this Agreement with respect to the area covered by the unapproved or rescinded Survey shall be extended until such Survey is approved in accordance with Section 4.9 of the Comprehensive Rail Agreement.
- f. Notwithstanding the foregoing, access to the Retained RF&P Corridor shall be limited to circumstances where access is necessary to accomplish a purpose of the Comprehensive Rail Agreement with respect to Segment 1.

3. PERFORMANCE STANDARDS:

- a. Neither the approval by Railroad of any Work, nor the failure of Railroad to object to any Work improperly done, shall be construed as an admission of responsibility by Railroad or as a waiver of any of DRPT's obligations under this Agreement.
- b. The Work shall be performed in a good and workmanlike manner consistent with the highest standard of care and practice of environmental professionals; in compliance with all federal, state and local laws, ordinances, rules and regulations, and administrative or judicial decisions and orders; in a manner so as not to disturb the occupancy, business, or quiet enjoyment of any tenants or other licensees of Railroad; and in a manner so as to avoid harm to person(s) or property or delays to or interference with Railroad's operations.
- c. DRPT shall not, nor allow any Entering Contractor to, block any sight view area of any Railroad crossing on the Corridor, by parking or allowing parking of motor vehicles or any other means, or erect any permanent structure(s) thereon nor allow any landscaping/vegetation to block the sight view.
- d. Precautions must be taken by DRPT and its Entering Contractors to avoid interference with or damage to Railroad's real and personal property, including but not limited to signal and communication facilities. DRPT shall be financially responsible for any damage proximately caused by the fault of DRPT to CSXT property on the Corridor.
- e. Drilling and all other equipment shall be moved across Railroad track(s) ONLY at a public crossing, unless DRPT, or its Entering Contractor(s), have entered into Railroad's standard Private Road Crossing Agreement or have obtained special advance permission from Railroad. DRPT agrees not to enter upon or foul track until given signal to do so by a flagman.

- f. DRPT's equipment, and the equipment of its Entering Contractor, must stay clear of all wire lines at, over or near the Corridor, as well as any other utility or structure located thereon, including fiber optic lines.
- g. DRPT expressly agrees, and shall require its Entering Contractors, to comply with the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" - "Call Before You Dig" requirements. DRPT will be financially responsible for damages to underground facilities of any entity or person caused by the performance of the Work under this Agreement.
- h. No equipment or improvements of DRPT or its Entering Contractors, including without limitation any drill rigs, booms, cranes, pulleys or any other portion or part of any equipment of DRPT or any Entering Contractor, shall be placed or operated, no personnel shall be located, and no Work shall be performed at a distance closer than fifty (50) feet from the centerline of any active railroad track, without the express, prior approval of Railroad. Railroad shall furnish personnel, flagmen or watchmen which, in Railroad's sole opinion, may be necessary to protect Railroad's facilities and traffic during the performance of the Work by DRPT or its Entering Contractor. DRPT shall reimburse Railroad for the actual cost of said service, including all applicable surcharges, promptly upon receipt of bill(s) therefor.

4. SCHEDULING:

- a. Scheduling Access: DRPT shall schedule each phase of the Work as follows:
 - (i) Flag Protection Determination and Scheduling: Log into the CSXT Portal (after creating a user ID) to schedule Work and determine whether flag protection will be required, at:

https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

and follow the instructions to request an Outside Party (OP) Number. Upon submittal, CSXT will determine if a flagman and/or inspector will be required, at DRPT's sole cost and expense, during performance of the Work. The flagman and/or inspector will contact DRPT (or its designee) to establish a project schedule and, if applicable, establish a billing account through which flag protection and inspection services will be charged. However, in the case of flag protection and inspection services associated with the Work to be performed on Segment 3, DRPT will work directly with Buckingham Branch Railroad Company ("BBRC") personnel to obtain such services.

- (ii) Five (5) Day Notification: Once a schedule has been confirmed through the OP Request, DRPT will notify Railroad, as specified in this section, at least five (5) business days before proceeding with any Work on the Corridor.
- b. All notices, consents and approvals required or permitted pursuant to this Agreement shall be in writing and shall be deemed delivered upon personal delivery, the expiration of three (3) business days following mailing by first class U.S. mail, upon confirmed receipt of e-mail

communications, or the next business day following mailing by a nationally recognized overnight carrier, to the representatives of the Parties at the addresses indicated in this section below, which representative may be modified upon written notice by a Party:

Railroad - Designee:

[●]
500 Water Street, J-915
Jacksonville, FL 32202
Phone: [●]
Fax: [●]
Email: [●]

With Electronic Copy to:

[●]

DRPT's Designee:

Michael McLaughlin
Chief of Rail
Virginia Department of Rail and Public Transportation
Phone: (804) 629-0008
Email: michael.mclaughlin@drpt.virginia.gov

- c. DRPT shall promptly notify Railroad, as specified in this section, of any loss, damage, injury or death arising out of or in connection with Work performed under this Agreement.

5. RESERVED

6. RESERVED

7. OCCUPANTS:

The permission herein granted is subject to all existing uses and occupancies of the Corridor heretofore granted by Railroad to third parties. DRPT acknowledges that in issuing this Agreement, Railroad acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person may have to object to this Agreement. DRPT shall secure the consent, and protect the facilities, of each such third party occupier of the Corridor and of any owner of any other recorded interest in the Corridor.

8. RESERVED.

9. INSURANCE:

Without prejudice to any other obligation of either Party to provide insurance under any other agreement, the Parties acknowledge that insurance shall be provided by the Entering Contractors in accordance with the Indemnification Agreement that each Entering Contractor shall execute.

10. SAFETY:

a. All persons entering the Property pursuant to this Agreement shall wear safety glasses with side shields, hard hats, and steel-toed safety shoes, and shall abide by Railroad's Minimum Safety Requirements for Contractors Working on CSXT Property ("Safety Rules"). A copy of the Safety Rules can be obtained at:

<https://www.csx.com/index.cfm/library/files/suppliers/minimum-safety-requirements-for-contractors-working-on-csxt-property/>

DRPT, and each of its Entering Contractor work crews, shall maintain in its possession a copy of the Safety Rules while on the Property.

b. Working On Or Around Tracks

(i) All Work in the Federal Railroad Administration (FRA) Red Zone (within 4 feet from outside of the rail on each side of the track) will be done only with a CSXT, FRA qualified flagman or watchman as specified by the local CSX Engineering representative.

(ii) All Work beyond 4 feet from the outside rails and within 25 feet must be done under the supervision of a qualified inspector CSXT flagman, or BBRC flagman.

11. RESERVED

12. RESERVED

13. PERMITS & LICENSES:

a. DRPT assumes sole responsibility to obtain any permit(s), license(s), or approval(s) required by any federal, state or local authority having jurisdiction over the Work, and any violations thereof, or for any costs or expenses of compliance or remediation resulting therefrom.

b. DRPT shall provide Railroad with copies of any permits or authorizations DRPT obtains in compliance with any laws, ordinances, codes or regulations applicable to the prevention or control of discharge of pollutants or contaminants into environment (land, water or air) in connection with DRPT's use of the Property. DRPT shall also promptly provide Railroad with a copy of any notice(s) served upon DRPT from/by any governmental authority claiming violations of any such law, ordinance, code or regulation, or requiring or calling attention to

the need for any work, construction, alteration or installation on or in connection with the Corridor in order to comply with any such law, ordinance, code or regulation.

14. NO ASSIGNMENT; MODIFICATION, SURVIVAL:

- a. This Agreement and the license granted herein shall not be assigned by any licensee without Railroad's separate written consent, except that DRPT may assign this Agreement to a Virginia passenger rail authority created by the Virginia General Assembly.
- b. Except as otherwise provided herein, this Agreement may be modified or amended only in a separate writing executed by both Railroad and DRPT.
- c. The provisions of this Agreement that by their terms or context are to survive this Agreement shall survive the expiration or earlier termination of this Agreement for as long as the term or context provides.

15. GENERAL PROVISIONS:

- a. If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Railroad's standard late charge and will also accrue interest at one percent (1%) per month, unless limited by local law, and then at the highest rate so permitted.
- b. DRPT agrees to reimburse Railroad for all reasonable costs (including attorney's fees) incurred by Railroad for collecting any undisputed amounts due under this Agreement.
- c. Either Party may freely subcontract its duties under this Agreement to a "**Subcontractor**" (which term includes any sub-subcontractor of any tier for the purposes of this Agreement), without the approval of the other Party, provided, however, in the case of DRPT, any Subcontractor shall also be required to execute and deliver an Indemnification Agreement prior to entering upon or performing any Work on the Corridor.

[SIGNATURE PAGE TO FOLLOW]

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

**VIRGINIA DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION**

By: _____

Print/Type Name: _____

Print/Type Title: _____

[SIGNATURE PAGE TO INSPECTION RIGHT OF ENTRY AGREEMENT]

EXHIBIT A

ENTERING CONTRACTOR INDEMNITY AGREEMENT

This Entering Contractor Indemnification Agreement (“Indemnification Agreement”) is made and effective as of [●] by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is 500 Water Street, Jacksonville, Florida 32202 (the "Railroad"), and _____, a _____ with offices located at _____ (the “Contractor,” together with Railroad the “Parties”).

WITNESSETH:

WHEREAS, Railroad and the Virginia Department of Rail and Public Transportation (“DRPT”) are parties to that certain Inspection Right-of-Entry Agreement dated and effective as of [●] (the “ROE Agreement”) relative to the Corridor for the purpose of performing the Work;

WHEREAS, the Work is comprised of inspection, examination, survey and study, and other engineering or landscaping tests or surveys which DRPT may deem necessary with respect to the Segments; and

WHEREAS, the ROE Agreement provides that the portion of the Work to be performed by Contractor that requires it to enter the Corridor may only begin when, among other things, Contractor has executed this Indemnification Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Railroad and the Contractor agree as follows:

1. INDEMNIFICATION

a. As an essential inducement to and consideration for Railroad granting its permission to undertake the portion of the Work to be performed by Contractor on the Corridor, Contractor hereby assumes and releases, and shall indemnify, defend, protect and save Railroad and its “Affiliates” (which term includes all entities, directly or indirectly, owned or controlled by or under common control of Railroad, its respective officers, directors, employees and agents, including CSX Corporation, and their Affiliates and their respective officers, directors, employees and agents) harmless from and against all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as "claims") for:

- (i) loss of or damage to any real or personal property whatsoever and by whomsoever owned, including Railroad, Contractor and any other person, and the loss or interference with any use or service thereof;
- (ii) injury to or death of any person whomsoever, including employees and invitees of the parties hereto and their agent(s) and contractor(s) and all other persons;
- (iii) fines, penalties, costs, charges, expenses, or fees levied by any governmental agency against Railroad that arise as a result of the portion of the Work performed by Contractor;
- (iv) costs and expenses incurred by Railroad with respect to (i), (ii), and (iii) above, including reasonable attorney and consultant fees;
- (v) any breach of this Indemnification Agreement, and;
- (vi) the enforcement of this Indemnification Agreement;

which are caused by or arise from the portion of the Work performed by Contractor or from the presence of Contractor on any part or all of the Corridor or from the presence of any physical facility installed, used, maintained or removed as a part of the performance of the Work performed by the Contractor, regardless of any fault, failure or negligence on the part of any other person including Railroad; provided, however, the foregoing indemnification shall not extend to any loss, cost or damage arising: (i) solely from the willful misconduct or gross negligence of Railroad¹, (ii) from fines or penalties assessed because of the mere discovery of any environmental condition on the Corridor as a result of or related to the Work other than those environmental conditions for which Contractor is deemed a “generator” under applicable laws and regulations, or (iii) from costs to remediate because of the mere discovery of any environmental condition on the Corridor as a result of or related to the Work other than those environmental conditions for which Contractor is deemed a “generator” under applicable laws and regulations.

b. The Parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Contractor's indemnification of Railroad and its Affiliates for liability caused in whole or in part by any act, omission or default by Railroad or its Affiliates, the Parties hereto agree that such limit shall be \$1,000,000 per occurrence. The Parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the Parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection

¹ **Note to CSX:** This is from the Environmental ROE.

with this Agreement.

2. INSURANCE

a. Prior to commencement of occupation or use of the Corridor for the Work, Contractor shall procure, and shall also maintain, or cause to be maintained, during continuance of this Agreement, at its sole cost and expense, Commercial General Liability (CGL) insurance, naming Railroad (and with respect to Work to be performed on Segment 3 (Clifton Forge to Doswell; MP 276.0 to 111.7), naming Buckingham Branch Railroad as well as Railroad itself) as additional insured(s), with coverage of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage.

b. In addition to the above-described CGL insurance, if Contractor will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Railroad track or any Railroad bridge, trestle or tunnel, then such Contractor shall purchase a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence, with an aggregate of TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance - Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. Proof of such coverage shall be provided prior to commencement of work within fifty (50) feet of the track.

c. Contractor shall also carry, for the benefit of Contractor and its employees, Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employer's Liability Insurance with a limit of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad. Contractor shall also maintain Automobile Liability Insurance in an amount not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) covering all owned, non-owned and hired vehicles.

d. Upon its execution of this Agreement, Contractor shall furnish Railroad with the original and two copies of any RPL policy along with Certificate(s) of Insurance naming Railroad as Certificate Holder, which shall specifically refer to this Agreement by date, name, and the location covered. Copies of Additional Insured and Waiver of Subrogation endorsements shall be attached to the Certificate(s). All policies obtained pursuant to this Section 2 shall contain a provision requiring that such policy cannot be canceled or altered without first providing Railroad with thirty (30) days' advance written notice. Furnishing of insurance by Contractor shall not limit its liability under this Agreement, but shall be additional security therefor.

[signatures on following page]

Witness for Railroad:

CSX TRANSPORTATION, INC.

By: _____

Name: _____

Title: _____

Witness for Contractor:

[NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO ENTERING CONTRACTOR INDEMNIFICATION AGREEMENT]