

**EXHIBIT C-1**

**Form of Deed for Segment 1 (VA)**

Upon recordation return to:

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

Tax Parcel No(s): See Exhibit A attached hereto.

Consideration: \$ \_\_\_\_\_ (see note below)

Value: \$ \_\_\_\_\_ (see note below)

NOTE TO CLERK:

(a) The "Property" conveyed by this deed constitutes a portion of the "Rail Corridor" described below, which is located in multiple cities and counties in the Commonwealth of Virginia as well as in the District of Columbia. The aggregate consideration paid by Grantee for the Property, and the aggregate value of the Property, in such cities and counties and the District of Columbia is \$485,813,520.

(b) This deed is to be recorded in the Clerk's Office of the Circuit Court of [ \_\_\_\_\_ County] [the City of \_\_\_\_\_], Virginia. The consideration and the value which are allocable to the portion of the Property located in such [city] [county] are set forth above.

(c) The recording tax imposed by Va. Code §58.1-801 does not apply to this deed on the grounds that this deed conveys real estate to a political subdivision of the Commonwealth of Virginia as provided in Va. Code §58.1-811.A.3.

**DEED**

**THIS DEED** (this "Deed") is made this \_\_\_ day of \_\_\_\_\_, 2021 among **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSXT," to be indexed as grantor; **RICHMOND, FREDERICKSBURG & POTOMAC RAILWAY COMPANY**, a Virginia corporation and a Delaware corporation (also known as Richmond, Fredericksburg and Potomac Railway Company), whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "RF&P Railway," 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. CSXT and RF&P Railway, collectively, are hereinafter called "Grantors." CSXT, RF&P Railway and Grantee, collectively, are hereinafter called the "Parties," and each, individually, is hereinafter called a "Party."

(Wherever used herein, the term "Grantors" shall mean either or both of CSXT and RF&P Railway, as applicable, and the terms "Grantors" 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**, Grantors have 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/ 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 29.04in Dinwiddie County, Virginia, all as generally shown on the map attached as Exhibit B (the “Rail Corridor”);

**WHEREAS**, Grantors intend to convey to Grantee an easement in certain portions of the Rail Corridor in Virginia, 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 Grantors’ interest in such portions of the Rail Corridor, all as more particularly set forth below.

**NOW THEREFORE**, Grantors, 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, do 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 Grantors’ right, title and interest, if any, in and to the following (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 C 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 C 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) all of the passenger rail stations, passenger rail platforms, passenger rail parking areas and other passenger rail facilities described in Exhibit C-2A, but in each case only if Grantors’ right to convey such stations, platforms, parking areas and facilities is not restricted by contract or law (collectively, the “Initial Passenger Facilities”);

(3) with respect to the portion of the Rail Corridor located in the Commonwealth of Virginia and not included within the Passenger Rail Corridor (the “Freight Rail Corridor”), a permanent easement for Passenger Rail Operations in and to the airspace above that portion of the Freight Rail Corridor extending approximately one thousand four hundred feet (1,400’) in length and located on both sides of CSXT milepost CFP 97 in Fairfax County, Virginia (the “Springfield Flyover Easement”) as shown on the Enhanced Valuation Maps described in Exhibit C-1, which

airspace lies above a floor defined as a horizontal plane, the elevation of which is twenty-three feet (23') above the top of tracks as they exist from time to time, with the floor of such airspace tapering to the surface elevation of the land at either longitudinal terminus of such airspace; and

(4) a non-exclusive present, absolute, unconditional and irrevocable grant of an easement for Passenger Rail Operations over, across and upon the land of the Freight Rail Corridor between milepost CFP 53.2 and milepost CFP 110.1 and the tracks from time to time located on such portion of the Freight Rail Corridor (to the extent such tracks are needed for Passenger Rail Operations) (the "Subordinate Passenger Rail Easement") 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 (100<sup>th</sup>) anniversary of the Effective Date, 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) CSXT 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 CSXT for liabilities and claims arising from Grantee's use of the Subordinate Passenger Rail Easement or (B) if CSXT 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 Grantors of the Freight Rail Corridor in Grantors' sole discretion, and any and all uses by Grantors 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 Grantors 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 Grantors 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 portion of the Passenger Rail Corridor between Alexandria-Fredericksburg Interlocking at CSXT Milepost CFP 104.3 and Rosslyn Interlocking at CSXT Milepost 109.9 (the "AF/RO Segment") 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 the AF/RO Segment, the portion of the Subordinate Passenger Rail Easement located opposite the AF/RO Segment shall expire and be released automatically, without affecting the remaining portions of the Subordinate Passenger Rail Easement that have not theretofore expired;
- (x) if Grantee fails to make any payments when due of the "Purchase Price" under the Comprehensive Rail Agreement, Grantor'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 Grantors may reasonably require to confirm such expiration or termination and the release of the Subordinate Passenger Rail Easement.

(5) a non-exclusive easement for Passenger Rail Operations over, across and upon the land of the Freight Rail Corridor in the City of Richmond, Virginia between milepost SRN 0.6 and milepost S 1.0 (and the tracks from time to time located on such portion of the Freight Rail Corridor to the extent such tracks are needed for Passenger Rail Operations) (the "Richmond Corridor Easement"), subject to the following restrictions, limitations and conditions:

- (i) At Amtrak's request, Grantor shall endeavor to amend the Operating Agreement (CSX/Amtrak) (as defined in the Comprehensive Rail Agreement) without altering, modifying or diminishing the terms and conditions of the Operating Agreement (CSX/Amtrak) with respect to safety, capacity, liability or compensation to allow Grantee to use the portion of the Richmond Corridor Easement between milepost SRN 0.6 and milepost SRN 0 to accommodate passenger rail service by Amtrak pursuant to the Operating Agreement (CSXT/Amtrak) and the Joint Operating and Maintenance Agreement;

- (ii) Grantee shall not use the Richmond Corridor Easement for Passenger Rail Operations by the Commissions (as defined by the Comprehensive Rail Agreement) or by a New Operator (as defined by the Comprehensive Rail Agreement), or to accommodate passenger rail service by Amtrak other than as currently stated in the Operating Agreement (CSXT/Amtrak) until:
  - a. CSXT and the Commissions enter into an amendment to the Operating Agreement (CSXT/Commissions) (as defined in the Comprehensive Rail Agreement), CSXT and Amtrak enter into an amendment to the Operating Agreement (CSXT/Amtrak), or CSXT and the New Operator enter into an amendment to any then existing New Operator Agreement (as defined in the Comprehensive Rail Agreement) (each of the Operating Agreement (CSXT/Commissions), the amended Operating Agreement (CSXT/Amtrak) and any such then existing New Operator Agreement being referred to herein as a “Companion Agreement”), as applicable, in each case (1) authorizing and governing Passenger Rail Operations over the Richmond Corridor Easement, (2) not altering, modifying or diminishing the terms and conditions of any such Companion Agreement with respect to safety, capacity, liability or compensation and (3) allowing for the use of all or the applicable part of the Richmond Corridor Easement to be governed by the Joint Operating and Maintenance Agreement, subject to the applicable Companion Agreement; or
  - b. CSXT and Grantee enter into (1) an amendment to the Joint Operating and Maintenance Agreement governing the use and operation of all or the applicable part of the Richmond Corridor Easement on mutually agreeable terms consistent with a New Operator Agreement or (2) a new operating agreement 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 all or such part of the Richmond Corridor Easement and indemnification of CSXT for liabilities and claims arising from the operator’s use thereof consistent with a New Operator Agreement, subject, in each case, if required by applicable law, to approval by the Surface Transportation Board of the use and operation of all or such part of the Richmond Corridor Easement pursuant to the amended Joint Operating and Maintenance Agreement as described in clause (i)(b)(1) or the new operating agreement described in clause(i)(b)(2).
- (iii) Grantee’s use of the Richmond Corridor Easement shall be governed by and exercised in accordance with and subject to the terms and conditions of the current Operating Agreement (CSXT/Amtrak) and the Joint Operating and Maintenance Agreement (with respect to clause (i)), or the applicable Companion Agreement as amended as described in clause (i)(a) above or the Joint Operating and Maintenance Agreement, as amended, or the new operator agreement as described in clause (i)(b) above, as applicable, in each case as the same may be further amended, supplemented or extended from time to time and including any successor agreement thereto, and in accordance with all applicable law;
- (iv) the Richmond Corridor Easement is and shall be subject and subordinate in all respects to, and shall not interfere with, any and all uses by Grantors of the Freight Rail Corridor in Grantors’ sole discretion, and any and all uses by Grantors of the Freight Rail Corridor

shall not be deemed to interfere with Grantee's rights with respect to the Richmond Corridor Easement;

- (v) the Richmond Corridor Easement is and shall be subject and subordinate in all respects to any and all Third Party Rights;
- (vi) Grantee shall have no right to consent to the granting by Grantors of any Third Party Rights or to grant any consents or approvals that may be required or provided for under any Third Party Rights;
- (vii) 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;
- (viii) the boundaries of the Richmond Corridor 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 Richmond Corridor Easement shall not include or relate to any industrial spurs or yard tracks;
- (ix) the airspace included in the Richmond Corridor 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; and
- (x) if Grantee fails to make any payments when due of the "Purchase Price" under the Comprehensive Rail Agreement, Grantor's rights with respect to the Richmond Corridor Easement shall be suspended until such payments are made.

(b) upon recordation in the applicable land records of a deed of confirmation between Grantors 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 C hereto to conform to the boundary lines of such portion of the Passenger Rail Corridor as set forth on a plat or plats of survey to be attached to and referenced in such Deed of Confirmation:

(1) all of the right, title and interest of Grantors, if any, in and to such portion of the Passenger Rail Corridor (excluding the Springfield Flyover Easement) 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) Grantors 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);

(2) all of the right, title and interest of Grantors, if any, in and to the Springfield Flyover Easement as described on such plat or plats of survey, subject to any and all reservations, restrictions, terms and conditions set forth herein (to the extent applicable); and

(3) all of the right, title and interest of Grantors, if any, in and to all of the Initial Passenger Facilities and all of the additional passenger rail stations, passenger rail platforms, passenger rail parking areas and other passenger rail facilities described in Exhibit C-2B (the

“Additional Passenger Facilities”; collectively with the Initial Passenger Facilities, the “Passenger Facilities”), as described on such plat or plats of survey, but with respect to the Additional Passenger Facilities, only if the Amtrak Lease (as hereinafter defined) has been or is contemporaneously amended to remove the Additional Passenger Facilities therefrom.

The Property is hereby and shall be conveyed by Grantors 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 Grantors 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 Grantors’ 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 C-3 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 for the Springfield Flyover Easement and 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 Grantors, their 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 Grantors 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 Grantors can reasonably demonstrate that the conditions, location, track setback and configuration of such proposed rights would meet Grantors’ then-current occupancy standards for its own operating rights of way in the Commonwealth of Virginia 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 Grantors, their 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 Grantors have reserved the right to continue to satisfy Grantors' obligations and to continue to exercise Grantors' 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 Grantors towards one another under the agreement dated June 1, 1999 between CSXT and Amtrak, as same has been or may hereafter be amended, restated and supplemented from time to time (the "Amtrak Agreement"), (iii) not cause Grantors to be in violation of Grantors' obligations under the Amtrak Agreement as it applies to the Rail Corridor and (iv) be subject to the CSXT Easement and Grantors' 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 Grantors 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 Grantors 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 Grantors' 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 Grantors in and to those agreements identified in Appendix A-2 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 Appendix A-3 to the Assignment and Assumption Agreement, including (without limitation) all rights of CSXT under the Lease dated January 7, 1997 between CSXT and Bulk Intermodal Distribution Services, Inc, related to certain premises at Acca Yard, Richmond, Virginia, 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 Grantors with affiliates of Grantors or unaffiliated parties, for transloading and storage activities and for other uses related to the Rail Freight Service provided from time to time by Grantors, 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 Grantors, their 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 Grantors;
- (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 Grantors;

- (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 Grantors, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantors 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 Grantors, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantors 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 Grantors, 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 Grantors, 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;
- (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 Grantors exercise 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) Grantors shall have the exclusive right to provide construction engineering and inspection services (the “CE&I Services”) on an as-needed basis as determined by Grantors. Upon Grantors’ request, Grantee shall enter into a right of entry agreement with Grantors or Grantors’ designee providing the CE&I Services, and Grantee shall not charge Grantors or Grantors’ designee any fees for such right of entry. Grantors shall not charge Grantee any fees for the CE&I Services or require Grantee to pay any costs and expenses incurred by Grantors or Grantors’ designee in performing the CE&I Services.

## **RESERVATION OF VRE/AMTRAK AGREEMENTS**

Further reserving unto Grantors, their successors and assigns all of Grantors’ 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 CSXT and the Commissions, as amended and supplemented from time to time, (ii) the Master Lease Agreement dated May 6, 2013 between CSXT and the Commissions, as amended and supplemented from time to time, and (iii) the Master Property Lease dated June 19, 2010 between Amtrak and CSXT, as amended and supplemented from time to time (the “Amtrak Lease”).

## **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, Grantors 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 GRANTORS OR ANY OF THEIR OFFICERS, AGENTS OR EMPLOYEES.

To the extent that Grantors' 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 Grantors, 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. Grantors and Grantee agree that, upon receipt by Grantors 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 Grantors 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 Grantors' requirement made in response to a request to release such Use Restrictions, Grantee (A) enroll the Sale Parcel in the Virginia Voluntary Remediation Program ("VRP"), (B) complete such investigations and remediation required by the Virginia Department of Environmental Quality ("VDEQ") under the VRP to allow such Proposed Use, (C) obtain a Certification of Satisfactory Completion of Remediation (the "Certificate") from VDEQ 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 Grantors 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 Grantors 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 Grantors 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 Grantors' right to use the CSXT Easement for such purpose.
- (iii) Noise, Light, Fume, Vibration Abatement. Grantors, their 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 Grantors or Grantee or any other company affiliated with Grantors 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.

## **RESERVATIONS BY RF&P RAILWAY**

As between CSXT and RF&P Railway, such Parties acknowledge that nothing contained in this Deed is intended to affect RF&P Railway's interest in the improvements, easements and other rights reserved by RF&P Railway pursuant to each RF&P Rwy to CSXT Deed (as hereinafter defined), to the extent such reserved improvements, easements and other rights relate to the Grantors' Retained Interest (as hereinafter defined). In confirmation of the foregoing. RF&P Railway hereby reserves to itself, its successors and assigns, from the Grantors' Retained Interest, all of the improvements, easements and other rights reserved by RF&P Railway from its conveyance of the RF&P Rail Corridor (as hereinafter defined) to CSXT pursuant to each RF&P Rwy to CSXT Deed. For the avoidance of doubt, the foregoing reservation applies only to the Grantors' Retained Interest and does not apply to the right, title and interest conveyed to Grantee in the Rail Corridor by this Deed or to the portion of the Rail Corridor not located within the RF&P Rail Corridor.

As used in this Deed, the following terms shall have the respective meanings set forth below:

"Grantors' Retained Interest" shall mean the right, title and interest of Grantors in the RF&P Rail Corridor remaining after the conveyance of the Property by Grantors to Grantee pursuant to this Deed. For the avoidance of doubt, the Grantors' Retained Interest includes, to the extent applicable to or located within the RF&P Rail Corridor, Grantors' remaining right, title and interest, after conveyance of the Property to Grantee pursuant to this Deed, in and to the Freight Rail Corridor, together with Grantors' right, title and interest in and to (i) the Excluded Property, (ii) the CSXT Easement, (iii) the Reserved Corridor Rights, (iv) the VRE/Amtrak Agreements, (v) the Rail Corridor Encumbrances and (vi) the Restrictive Covenants.

"RF&P Rail Corridor" shall mean the portion of the Rail Corridor extending approximately 110 miles, beginning at CSXT Milepost CFP 0 in the City of Richmond, Virginia and ending at CSXT Milepost CFP 110 near the southern terminus of Long Bridge in Arlington County, Virginia.

"RF&P Rwy to CSXT Deed" shall mean each of the deeds described in Exhibit D attached hereto as a part hereof.

## **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 CSXT 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 CSXT 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 CSXT and Grantee and the Engineering Agreement (DRPT) dated as of the date hereof between CSXT 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 CSXT and Grantee and the Master Development and Construction Agreement (DRPT) dated as of the date hereof between CSXT 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 CSXT 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 Grantors 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 Grantors 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 Grantors continue to own the Freight Rail Corridor. Grantee acknowledges that Grantors will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantors retains title to the Freight Rail Corridor.

Covenants Run with the Land. By the recording of this Deed, Grantee and Grantors agree that the covenants of Grantee and Grantors herein shall run with the land and bind Grantee and Grantors, 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.”

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**IN WITNESS WHEREOF**, CSX TRANSPORTATION, INC. and RICHMOND, FREDERICKSBURG & POTOMAC RAILWAY COMPANY, 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

ATTEST: \_\_\_\_\_  
Secretary

RICHMOND, FREDERICKSBURG & POTOMAC RAILWAY COMPANY, a Virginia and Delaware corporation (also known as Richmond, Fredericksburg and Potomac Railway Company)

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

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 Richmond, Fredericksburg & Potomac Railway Company, a Virginia and Delaware corporation (also known as Richmond, Fredericksburg and Potomac Railway Company), 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 the 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	Tax Parcels
Exhibit B	Map of Rail Corridor
Exhibit C	Description of Passenger Rail Corridor
Exhibit C-1	List of Enhanced Valuation Maps
Exhibit C-2A	Initial Passenger Facilities
Exhibit C-2B	Additional Passenger Facilities
Exhibit C-3	Tracks Conveyed to Grantee
Exhibit C-4	Copies of Enhanced Valuation Maps
Exhibit D	RF&P Rwy to CSXT Deeds

**EXHIBIT A**

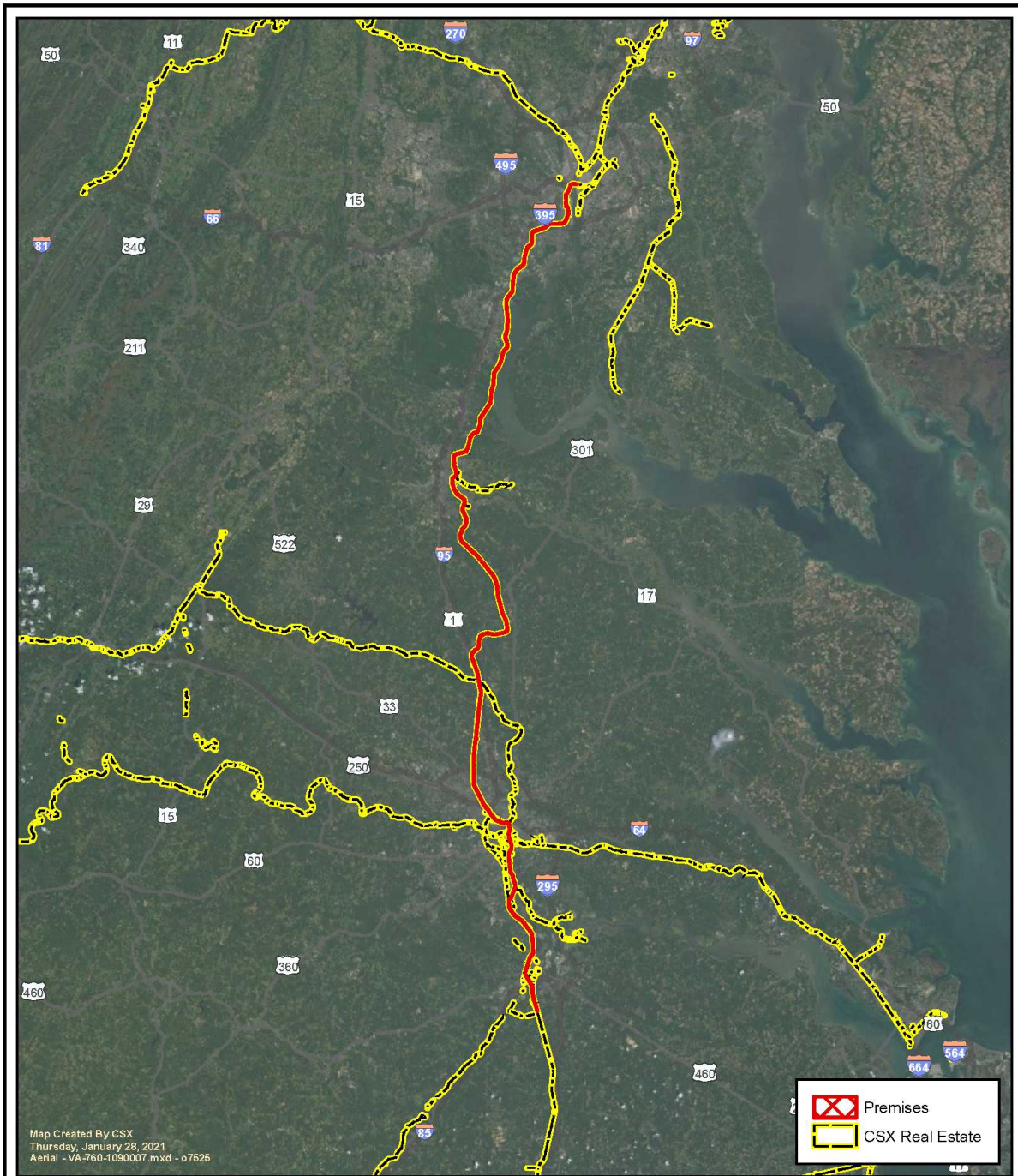
**Tax Parcels**

<b>Jurisdiction</b>	<b>Tax Parcel Numbers</b>
Arlington County	34-020-240; 34-020-241; 34-020-242; 34-020-244; 34-020-246; 34-020-261; 34-020-262; 34-020-263; 34-020-264; 34-024-348; 34-027-019; 34-027-021; 34-027-024; 34-027-029; 34-027-030; 34-027-031; 34-027-032; 34-027-036; 34-027-049
City of Alexandria	025.04-01-05; 063.02-13-01; 069.02-02-07; 071.01-03-01; 073.01-03-03;
Fairfax County	081-1-01-0026; 081-1-01-0028; 081-1-01-0029; 081-1-01-0025A; 081-1-01-0025B; 081-2-01-0026; 081-2-01-0022; 082-1-01-0005; 090-4-01-0024; 090-4-01-0026A; 091-1-01-0047B; 091-1-01-0098; 099-2-01-0056; 099-2-01-0056A; 099-3-01-0037; 099-4-01-0001C; 107-2-01-0040; 107-2-01- 0040A; 107-2-01-0040B; 107-2-01-0040C; 107-4- 01-0015A; 113-2-01-0077; 113-2-01-0078; 113-3- 01-0038; 113-3-01-0038A
Prince William County	None.
Stafford County	23 6
City of Fredericksburg	7789-13-8023; 7789-13-9179; 7789-13-9179-SC1; 7789-13-9179-SC2;
Spotsylvania County	None.
Caroline County	None.
Hanover County	7871-91-6034; 7779-65-1844; 7779-54-8239; 7883-38-4695; 7883-38-2748; 7883-38-3586; 7883-38-5249
Henrico County	770-765-7745; 771-755-6340; 772-777-0898; 774- 746-8868; 777-740-5380; 777-741-0172; 779-737- 2070; 780-736-7836
City of Richmond	N0000192002; N0000195001; N0000196001; N0000222017; N0000225004; N0000226027; N0000228019; N0000233020; N0000251007; N0000279001; N0000313003; N0000315005; N0000472014B; N0000475030; N0000620025; N0000740020; N0000942075; N0001006006; N0001100015; N0001292028; N0001605030; N0170437015; N0170518010; N0170518012; N0170599017; N0170599018; S0000100021; S0000100022; S0000100023; S0000100025; S0000101010; S0000133001; S0000134001; S0000173001; S0000385030; S0000385020; S0070191025; S0070940056; S0080211020; S0080601045; S0080851025T; S0090310015;

	S0090387005; E0000054015; E0000072004; E0000072021; E0000095002; E0000107030; E0000111001; E0000127002; E0000072022; E0000072025; E0000073003; E0000088011; E0000213009; E0000240002E0000240011; E0000240012; E0000314010; E0000452029; E0000452033; E0000452035;
Chesterfield County	786667880000000; 788657518800000; 788660450000000; 795613057100000; 796648923300000; 824640000000000
City of Colonial Heights	None.
City of Petersburg	095010900
Dinwiddie County	80A1-9-2

**EXHIBIT B**

**MAP OF RAIL CORRIDOR**

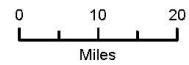


Map Created By CSX  
Thursday, January 28, 2021  
Aerial - VA-760-1090007.mxd - o7525



**VA TRANSACTION - DC TO PETERSBURG**  
**SITE: VA-760-1090007**  
**RICHMOND CITY COUNTY - RICHMOND, VA**  
**N - CENTRAL - RF AND P**

**MILEPOST: CFP: 0-112.35, SRN 0-3. S 0-10.8, A 10.59-29.06, QLZ 137.49 - 137.54**



## **EXHIBIT C**

### **DESCRIPTION OF PASSENGER RAIL CORRIDOR**

All those certain parcels of land situated in Arlington County, City of Alexandria, Fairfax County, Prince William County, Stafford County, the City of Fredericksburg, Spotsylvania County, Caroline County, Hanover County, Henrico County, the City of Richmond, Chesterfield County, the City of Colonial Heights, the City of Petersburg and Dinwiddie County, in the Commonwealth of Virginia, 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 C-1 attached hereto (the “Enhanced Valuation Maps”).

Copies of the Enhanced Valuation Maps are attached to this Deed and recorded herewith as Exhibit C-4. In addition, copies of the Enhanced Valuation Maps have been signed for identification by CSXT and Grantee and are available at their respective offices. Nothing shown on the Enhanced Valuation Maps is intended to bind Grantors with respect to the boundary lines of, or other matters related to, the Freight Rail Corridor.



**EXHIBIT C-1**

**LIST OF ENHANCED VALUATION MAPS  
SEGMENT 1 - VIRGINIA**

<b>Jurisdiction</b>	<b>Enhanced Valuation Maps (Property)*</b>	<b>CSXT or its predecessors' Valuation Numbers**</b>	<b>Direction from Milepost*** (or comments in parenthesis)</b>
Arlington County	EV-5 EV-6 EV-7 EV-8 EV-9 EV-10 EV-11 EV-286	V28600, V47164 V28600 V28600 V28600 V28599 V28599 V28597 n/a	Between CFP 110.1 and County line North and south of CFP 110 North and south of CFP 110 Between CFP 109 and CFP 110 North and south of CFP 109 North and south of CFP 108 Between County line and CFP 108 (delineation alignment)
City of Alexandria	EV-11 EV-12 EV-13 EV-14 EV-15 EV-16 EV-17 EV-18 EV-19 EV-20 EV-21 EV-22 EV-286 EV-287	V28597 V28597 V28597 V28597 V28594 V28594 V28594 V28701 V28701 V28701 V28701 V28701 n/a n/a	Between City line and CFP 107 North and south of CFP 107 Between CFP 106 and CFP 107 North and south of CFP 106 Between CFP 105 and CFP 106 North and south of CFP 105 North of CFP 104 North and south of CFP 104 Between CFP 103 and CFP 104 North and south of CFP 103 Between CFP 103 and City line Between City line and CFP 103 (delineation alignment) (delineation alignment)
Fairfax County	EV-22 EV-23 EV-24 EV-25 EV-26 EV-27 EV-28 EV-29 EV-30 EV-31 EV-32 EV-33 EV-34 EV-35	V28701 V28700 V28700 V28700 V28700 V28699 V28699 V28699 V28699 V28699 V28698 V28698 V28698 V28697	N and S of CFP 102 to County line Between CFP 101 and CFP 102 North and south of CFP 101 Between CFP 100 and CFP 101 North and south of CFP 100 Between CFP 99 and CFP 100 North of CFP 99 South of CFP 99 Between CFP 98 and CFP 99 North and south of CFP 98 Between CFP 97 and CFP 98 North and south of CFP 97 Between CFP 96 and CFP 97 North and south of CFP 96

		EV-36	V28697	North of CFP 95.3
		EV-37	V28697	North and south of CFP 95
		EV-38	V28697	Between CFP 94 and CFP 95
		EV-39	V28696	North and south of CFP 94
		EV-40	V28696	Between CFP 93 and CFP 94
		EV-41	V28696	North and south of CFP 93
		EV-42	V28696	North of CFP 92.3
		EV-43	V28696	North and south of CFP 92
		EV-44	V28695	North and south of CFP 92
		EV-45	V28695	North and south of CFP 91
		EV-46	V28695	North and south of CFP 91
		EV-47	V28695	North and south of CFP 90
		EV-48	V28694	County line to N and S of CFP 90
		EV-287	n/a	(delineation alignment)
		EV-288	n/a	(delineation alignment)
		EV-289	n/a	(delineation alignment)
		EV-290	n/a	(delineation alignment)
Prince County	William	EV-48	V28694	From County line S toward CFP 89
		EV-49	V28694	North and south of CFP 89
		EV-50	V28694	Between CFP 88 and CFP 89
		EV-51	V28694	North of CFP 88
		EV-52	V28694	South of CFP 88
		EV-53	V28693	Between CFP 87 and CFP 88
		EV-54	V28693	North and south of CFP 87
		EV-55	V28693	Between CFP 86 and CFP 87
		EV-56	V28693	North and south of CFP 86
		EV-57	V28692	Between CFP 85 and CFP 86
		EV-58	V28692	North and south of CFP 84.9
		EV-59	V28692	South of CFP 84.9
		EV-60	V28692	Between CFP 84 and CFP 84.9
		EV-61	V28691	North and south of CFP 84
		EV-62	V28691	Between CFP 83 and CFP 84
		EV-63	V28691	North and south of CFP 83
		EV-64	V28691	Between CFP 82 and CFP 83
		EV-65	V28566	North and south of CFP 82
		EV-66	V28566	North of CFP 81.3
		EV-67	V28566	North and south of CFP 81
		EV-68	V28565	Between CFP 80 and CFP 81
		EV-69	V28565	North and south of CFP 80
		EV-70	V28564	Between CFP 79 and CFP 80
		EV-71	V28564	North and south of CFP 79
		EV-72	V28562	Between County line and CFP 79
		EV-73	V28562	North and south of CFP 78
		EV-74	V28561	Between CFP 77 and CFP 78
		EV-75	V28561	From County line to N of CFP 77
		EV-290	n/a	(delineation alignment)
		EV-291	n/a	(delineation alignment)
		EV-292	n/a	(delineation alignment)
		EV-293	n/a	(delineation alignment)

Stafford County	EV-74	V28561	North of CFP 77 to County line
	EV-75	V28561	North and south of CFP 77
	EV-76	V28561	North and south of CFP 76
	EV-77	V28687	North and south of CFP 76
	EV-78	V28687	North and south of CFP 75
	EV-79	V28686	Between CFP 74 and CFP 75
	EV-80	V28686	North and south of CFP 74
	EV-81	V28686	Between CFP 73 and CFP 74
	EV-82	V28686	North and south of CFP 73
	EV-83	V28686	South of CFP 73 to CFP 72.5
	EV-84	V28686	North of CFP 72 to CFP 72.5
	EV-85	V28685	North and south of CFP 72
	EV-86	V28685	Between CFP 71 and CFP 72
	EV-87	V28685	North and south of CFP 71 to CFP 70.8
	EV-88	V28685	South of CFP 70.8
	EV-89	V28685	North and south of CFP 70
	EV-90	V28684	Between CFP 69 and CFP 70
	EV-91	V28684	North and south of CFP 69
	EV-92	V28684	South of CFP 69 to CFP 68.5
	EV-93	V28684	South of CFP 68.5
	EV-94	V28683	North and south of CFP 68
	EV-95	V28683	Between CFP 67 and CFP 68
	EV-96	V28683	North and south of CFP 67
	EV-97	V28683	North and south of CFP 66
	EV-98	V28682	Between CFP 65 and CFP 66
	EV-99	V28682	South of CFP 66 to CFP 65.2
	EV-100	V28682	North and south of CFP 65
	EV-101	V28682	Between CFP 64 and CFP 65
	EV-102	V28681	North and south of CFP 64
	EV-103	V28681	Between CFP 63 and CFP 64
	EV-104	V28681	North and south of CFP 63
	EV-105	V28542	North and south of CFP 62
	EV-106	V28540	North and south of CFP 62
	EV-107	V28540	South of CFP 62 to CFP 61.3
	EV-108	V28540	North and south of CFP 61
	EV-109	V28540	Between CFP 60 and CFP 61
	EV-110	V28538	North and south of CFP 60
	EV-111	V28538	South of CFP 60 to County line
	EV-293	n/a	(delineation alignment)
	EV-294	n/a	(delineation alignment)
	EV-295	n/a	(delineation alignment)
	EV-296	n/a	(delineation alignment)
	EV-297	n/a	(delineation alignment)
	EV-298	n/a	(delineation alignment)
City of Fredericksburg	EV-111	V28538	North of CFP 59 to City line
	EV-112	V28538	North and south of CFP 59
	EV-113	V28538	South of CFP 58.9
	EV-114	V28538	North and south of CFP 58
	EV-115	V28659	Between CFP 57 and CFP 58
	EV-116	V28659	North of CFP 57 to City line

	EV-298	n/a	(delineation alignment)
	EV-299	n/a	(delineation alignment)
Spotsylvania County	EV-116	V28659	North and south of CFP 57
	EV-117	V28659	Between CFP 56 and CFP 57
	EV-118	V28655	North and south of CFP 56
	EV-119	V28655	Between CFP 55 and CFP 56
	EV-120	V28655	North and south of CFP 55
	EV-121	V28655	North and south of CFP 54
	EV-122	V28654	North and south of CFP 54
	EV-123	V28654	South of CFP 54 to CFP 53.2
	EV-124	V28654	North and south of CFP 53
	EV-125	V28654	Between CFP 52 and CFP 53
	EV-126	V28652	North and south of CFP 52
	EV-127	V28652	Between CFP 51 and CFP 52
	EV-128	V28652	North and south of CFP 51
	EV-129	V28652	North and south of CFP 50
	EV-130	V28651	North and south of CFP 50
	EV-131	V28651	North and south of CFP 49
	EV-132	V28651	South of CFP 49 to County line
	EV-299	n/a	(delineation alignment)
	EV-300	n/a	(delineation alignment)
Caroline County	EV-132	V28651	From CFP 48.7 to County line
	EV-133	V28651	South of CFP 48.7
	EV-134	V28651	North and south of CFP 48
	EV-135	V28680	Between CFP 47 and CFP 48
	EV-136	V28680	North and south of CFP 47
	EV-137	V28679	Between CFP 46 and CFP 47
	EV-138	V28679	North and south of CFP 46
	EV-139	V28679	North and south of CFP 45
	EV-140	V28678	Between CFP 44 and CFP 45
	EV-141	V28678	North and south of CFP 44
	EV-142	V28678	South of CFP 44 to CFP 43.5
	EV-143	V28678	North and south of CFP 43
	EV-144	V28678	North and south of CFP 43
	EV-145	V28678	North and south of CFP 42
	EV-146	V28677	North and south of CFP 42
	EV-147	V28677	North and south of CFP 41
	EV-148	V28677	South of CFP 41 to CFP 40.4
	EV-149	V28677	North of CFP 40 to CFP 40.4
	EV-150	V28676	North and south of CFP 40
	EV-151	V28676	North and south of CFP 39
	EV-152	V28676	Between CFP 38 and CFP 39
	EV-153	V28675	North and south of CFP 38
	EV-154	V28675	Between CFP 37 and CFP 38
	EV-155	V28675	North and south of CFP 37
	EV-156	V28674	Between CFP 36 and CFP 37
	EV-157	V28674	North and south of CFP 36
	EV-158	V28674	Between CFP 35 and CFP 36

	EV-159	V28674	North and south of CFP 35
	EV-160	V28673	North and south of CFP 34
	EV-161	V28673	North and south of CFP 34
	EV-162	V28673	North and south of CFP 33
	EV-163	V28673	North and south of CFP 33
	EV-164	V28673	North and south of CFP 32
	EV-165	V28672	Between CFP 31 and CFP 32
	EV-166	V28672	North and south of CFP 31
	EV-167	V28672	Between CFP 30 and CFP 31
	EV-168	V28671	North and south of CFP 30
	EV-169	V28671	Between CFP 29 and CFP 30
	EV-170	V28671	North and south of CFP 29
	EV-171	V28671	Between CFP 28 and CFP 29
	EV-172	V28671	North and south of CFP 28
	EV-173	V28670	Between CFP 27 and CFP 28
	EV-174	V28670	North and south of CFP 27
	EV-175	V28670	Between CFP 26 and CFP 27
	EV-176	V28669	North and south of CFP 26
	EV-177	V28669	Between CFP 25 and CFP 26
	EV-178	V28669	North and south of CFP 25
	EV-179	V28669	Between CFP 24 and CFP 25
	EV-180	V28668	From N of CFP 24 to County line
	EV-300	n/a	(delineation alignment)
	EV-301	n/a	(delineation alignment)
	EV-302	n/a	(delineation alignment)
	EV-303	n/a	(delineation alignment)
Hanover County	EV-180	V28668	From CFP 23.7 to County line
	EV-181	V28668	Between CFP 23 and CFP 24
	EV-182	V28668	North and south of CFP 23
	EV-183	V28667	Between CFP 22 and CFP 23
	EV-184	V28667	North and south of CFP 22
	EV-185	V28667	North and south of CFP 21
	EV-186	V28667	Between CFP 20 and CFP 21
	EV-187	V28665	North and south of CFP 20
	EV-188	V28665	Between CFP 19 and CFP 20
	EV-189	V28665	North and south of CFP 19 to CFP 18.7
	EV-190	V28664	North of CFP 18 to CFP 18.7
	EV-191	V28664	North and south of CFP 18
	EV-192	V28664	Between CFP 17 and CFP 18
	EV-193	V28664	North and south of CFP 17
	EV-194	V28664	Between CFP 16 and CFP 17
	EV-195	V28663	North and south of CFP 16 to CFP 15.8
	EV-196	V28663	Between CFP 15.8 and CFP 16
	EV-197	V28663	North and south of CFP 15
	EV-198	V28662	Between CFP 14 and CFP 15
	EV-199	V28662	North and south of CFP 14
	EV-200	V28662	Between CFP 13 and CFP 14
	EV-201	V28662	North and south of CFP 13
	EV-202	V28661	North and south of CFP 12
	EV-203	V28661	North and south of CFP 12

	EV-204 EV-205 EV-303 EV-304 EV-305 EV-306	V28661 V28661 n/a n/a n/a n/a	North and south of CFP 11 County line to south of CFP 11 (delineation alignment) (delineation alignment) (delineation alignment) (delineation alignment)
Henrico County	EV-205 EV-206 EV-207 EV-208 EV-209 EV-210 EV-211 EV-212 EV-213 EV-214 EV-215 EV-216 EV-217 EV-218 EV-219 EV-220 EV-221 EV-222 EV-306 EV-307 EV-308	V28661 V28658 V28658 V28658 V28658 V28657 V28657 V28657 V28656 V28656 V28656 V28656 V28472 V28472 V28472 V28472 V28472 V28472 V28653 n/a n/a n/a	North of CFP 10 to County line North and south of CFP 10 Between CFP 9 and CFP 10 North and south of CFP 9 Between CFP 8 and CFP 9 North and south of CFP 8 North and south of CFP 7 Between CFP 6 and CFP 7 North and south of CFP 6 Between CFP 5 and CFP 6 North and south of CFP 5 to CFP 4.8 North of CFP 4 to CFP 4.8 North and south of CFP 4 North and south of CFP 4 North and south of CFP 3 Between CFP 2 and CFP 3 North and south of CFP 2 County line to south of CFP 2 (delineation alignment) (delineation alignment) (delineation alignment)
City of Richmond	EV-220 EV-221 EV-222 EV-223 EV-224 EV-225 EV-226 EV-227 EV-228 EV-229 EV-230 EV-231 EV-232 EV-233 EV-234 EV-235 EV-236 EV-237 EV-238 EV-239 EV-240	V28472 V28472 V28653 V04661 V04662 V04663 V04663 V04664 V13099 V04666 V04666 V04670 V04670 V04671 V04671 V04672 V04672 V04676 V04676 V04676 V04676 V04676	City line between CFP 2 and CFP 3 City line between CFP 2 and CFP 3 City line to north of CFP 1 South of SRN 4 to north of CFP 1 Between SRN 3 and SRN 4 North and south of SRN 3 Between SRN 2 and SRN 3 North and south of SRN 2 North and south of SRN 1 Between SRN 0 and SRN 1 S 0 to south of SRN 1 Between James River and S 0 Between S 1 and S 0 North and south of S 1 Between S 2 and S 1 North and south of S 2 Between S 3 and S 2 North and south of S 3 Between S 4 and S 3 North and south of S 4 North and south of S 5 City line to south of S 5

	EV-241 EV-307 EV-308 EV-309 EV-310 EV-311	V04676 n/a n/a n/a n/a n/a	(delineation alignment) (delineation alignment) (delineation alignment) (delineation alignment) (delineation alignment)
Chesterfield County	EV-241 EV-242 EV-243 EV-244 EV-245 EV-246 EV-247 EV-248 EV-249 EV-250 EV-251 EV-252 EV-253 EV-254 EV-255 EV-256 EV-257 EV-258 EV-259 EV-260 EV-261 EV-262 EV-263 EV-264 EV-265 EV-266 EV-267 EV-268 EV-269 EV-270 EV-271 EV-272 EV-273 EV-274 EV-309 EV-310 EV-311	V04676 V04676 V04680 V04681 V04681 V04682 V04682 V00024 V00024 V00024 V00024 V00024 V00024 V00025 V00025 V00025 V00025 V00025 V00025 V00025 V00025 V00025 V00025 V00025 V00027 V00027 V00027 V00027 V00027 V00028 V00028 V00064 V00064 V00064 V00065 V00065 V00065 V04689 n/a n/a n/a	North of S 6 to County line North and south of S 6 Between S 7 and S 6 North and south of S 7 Between S 8 and S 7 North and south of S 8 Between S 9 and S 8 North and south of S 9 North and south of S 10 Between A 11 and north of S 10 Between A 11 and S 10 North and south of A 11 North and south of A 12 Between A 13 and A 12 North and south of A 13 Between A 14 and A 13 North and south of A 14 Between A 15 and A 14 North and south of A 15 Between A 16 and A 15 North and south of A 16 Between A 17 and A 16 North and south of A 17 North and south of A 18 Between A 19 and A 18 North and south of A 19 County line to south of A 19 North of A 21 to County line Between A 21 and County line North and south of A 21 North and south of A 22 Between A 23 and A 22 County line to north of A 23 South of A 23 to County line (delineation alignment) (delineation alignment) (delineation alignment)
City of Colonial Heights	EV-267 EV-268 EV-309 EV-310	V00028 V00064 n/a n/a	North of A 20 to north City line South City line to north of A 20 (delineation alignment) (delineation alignment)

City of Petersburg	EV-273	V00065	City line to north of A 24
	EV-274	V04689	Between A 24 and City line
	EV-275	V00066	North and south of A 24
	EV-276	V00066	Between A 25 and A 24
	EV-277	V00036	North and south of A 25
	EV-278	V00037	North and south of A 26
	EV-279	V00041	North and south of A 27
	EV-280	V00041	North and south of A 27
	EV-281	V00039	South of A 27 to County line
	EV-309	n/a	(delineation alignment)
	EV-310	n/a	(delineation alignment)
EV-311	n/a	(delineation alignment)	
Dinwiddie County	EV-281	V00039	North and south of A 28 to County line
	EV-282	V00039	Between A 29 and A 28
	EV-283	V00038	North and south of A 29
	EV-309	n/a	(delineation alignment)

\*EV-286 through EV-311 are delineation alignment charts for the Enhanced Valuation Maps.

\*\*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 Arlington County in the north to Dinwiddie County in the south, although the orientation of any particular portion of the Rail Corridor may vary.



## EXHIBIT C-2A

### INITIAL PASSENGER FACILITIES

Alexandria: the improvements located on the shaded area shown on Sheet S-1 attached hereto and identified thereon as “ALEXANDRIA EAST PLATFORM.”

Brooke: the improvements located on the shaded area shown on Sheet S-3 attached hereto and identified as “BROOKE EAST PLATFORM.”

Crystal City: the improvements located on the shaded area shown on Sheet S-4 attached hereto and identified as “CRYSTAL CITY STATION AND WEST PLATFORM”.

Franconia-Springfield: the improvements located on the shaded area shown on Sheet S-5 attached hereto and identified as “FRANCONIA WEST PLATFORM” and “FRANCONIA EAST PLATFORM.”

Fredericksburg: the improvements located on the shaded area shown on Sheet S-6 attached hereto and identified thereon as “FREDERICKSBURG WEST PASSENGER FACILITIES, INCLUDING STATION, PLATFORM, SHELTER, STAIRCASES, RAMPS, AND ELEVATOR” and “FREDERICKSBURG EAST PASSENGER FACILITIES, INCLUDING SHELTER, STAIRCASE, RAMP, AND ELEVATOR.”

Leeland Road: the improvements located on the shaded area shown on Sheet S-7 attached hereto and identified thereon as “LEELAND EAST PLATFORM.”

Lorton: the improvements located on the shaded area shown on Sheet S-8 attached hereto and identified thereon as “LORTON STATION” and “LORTON EAST PLATFORM.”

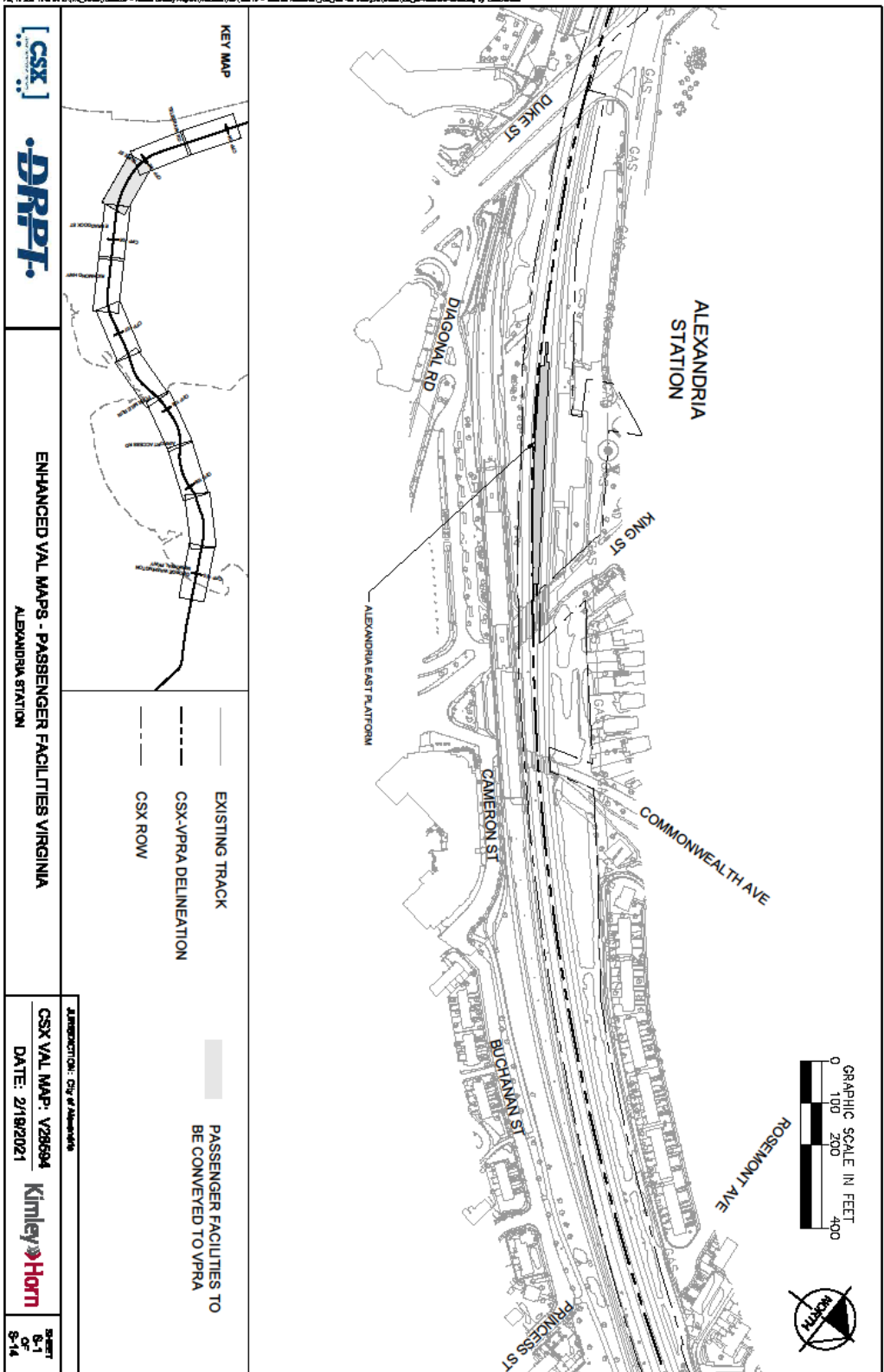
Quantico: the improvements located on the shaded area shown on Sheet S-10 attached hereto and identified thereon as “QUANTICO WEST PLATFORM” and “QUANTICO STATION AND EAST PLATFORM.”

Rippon: the improvements located on the shaded area shown on Sheet S-12 attached hereto and identified thereon as “RIPPON EAST PLATFORM.”

Spotsylvania: the improvements located on the shaded area shown on Sheet S-13 attached hereto and identified thereon as “SPOTSYLVANIA EAST PLATFORM.”

Woodbridge: the improvements located on the shaded area shown on Sheet S-14 attached hereto and identified thereon as “WOODBRIDGE STATION”, “WOODBRIDGE EAST PLATFORM and “WOODBRIDGE WEST PLATFORM.”

TOGETHER WITH all pedestrian rail crossings, if any, used exclusively for passenger rail operations and located at any of the locations described above.



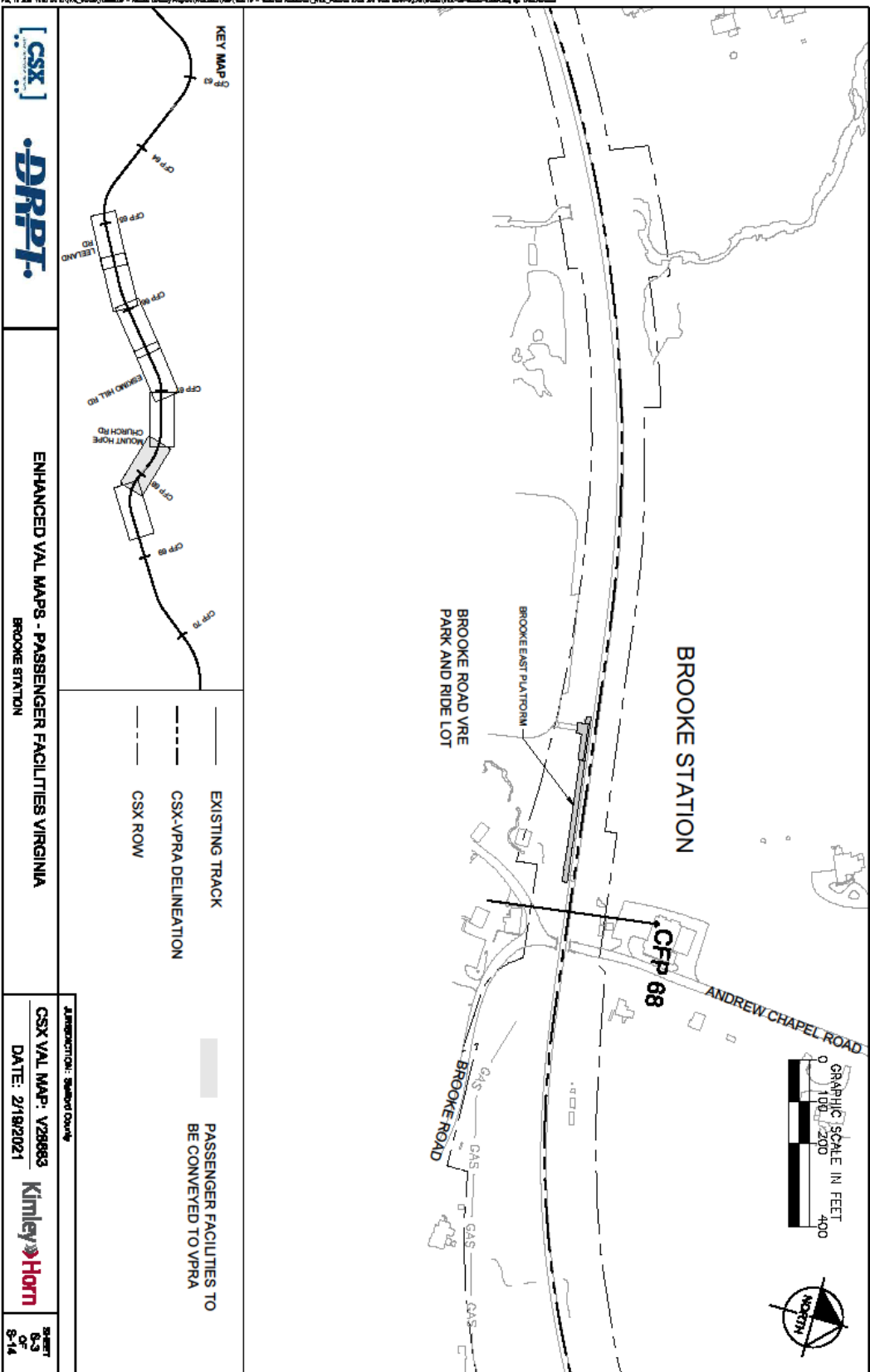


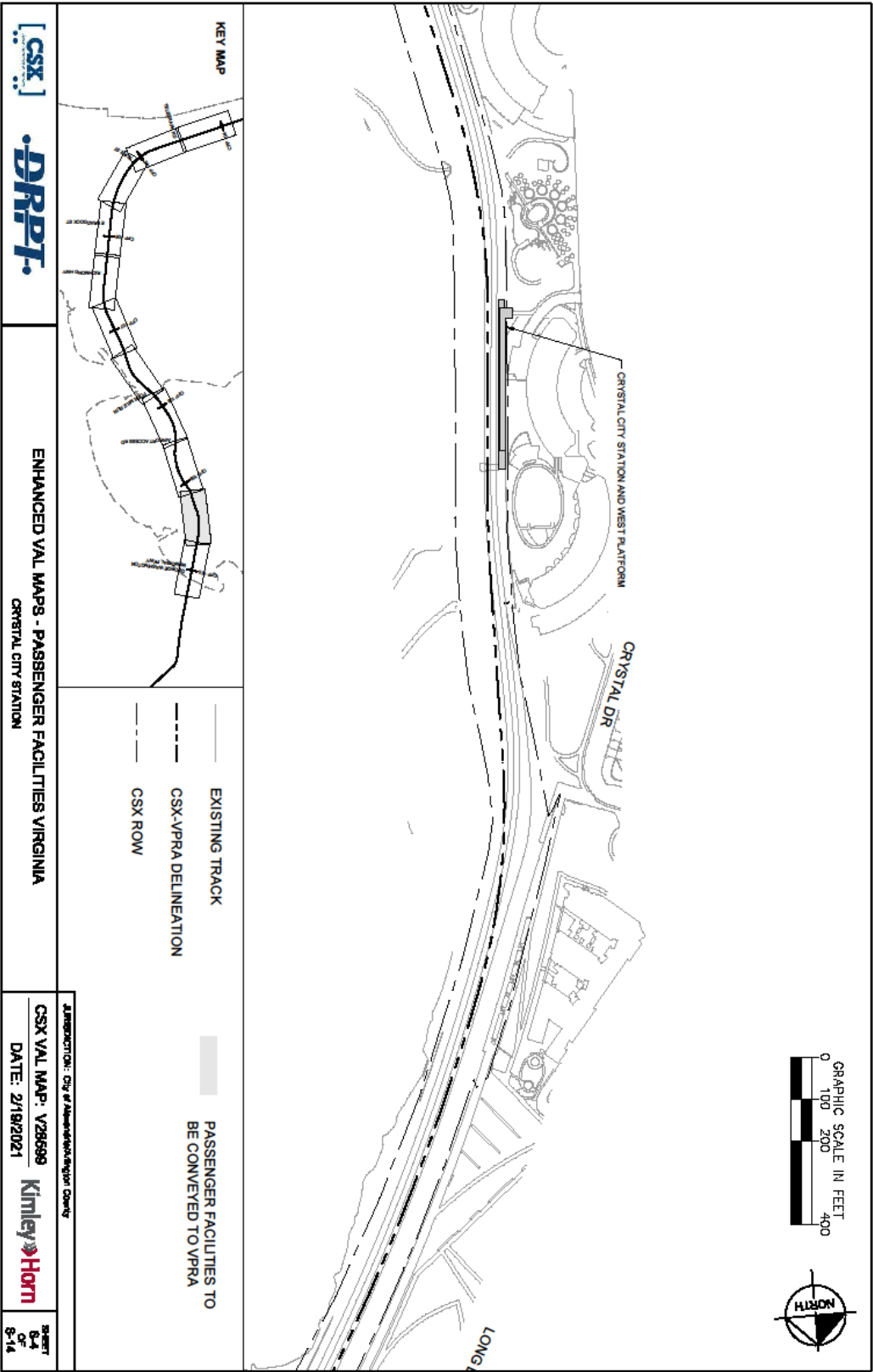

**ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA**  
 ALEXANDRIA STATION

ALBERTSON'S: City # 44444444  
 CSX VAL MAP: V28694  
 DATE: 2/18/2021



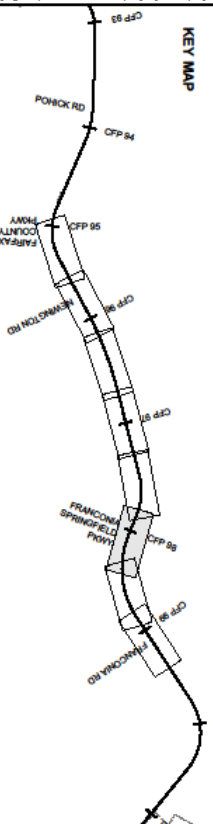
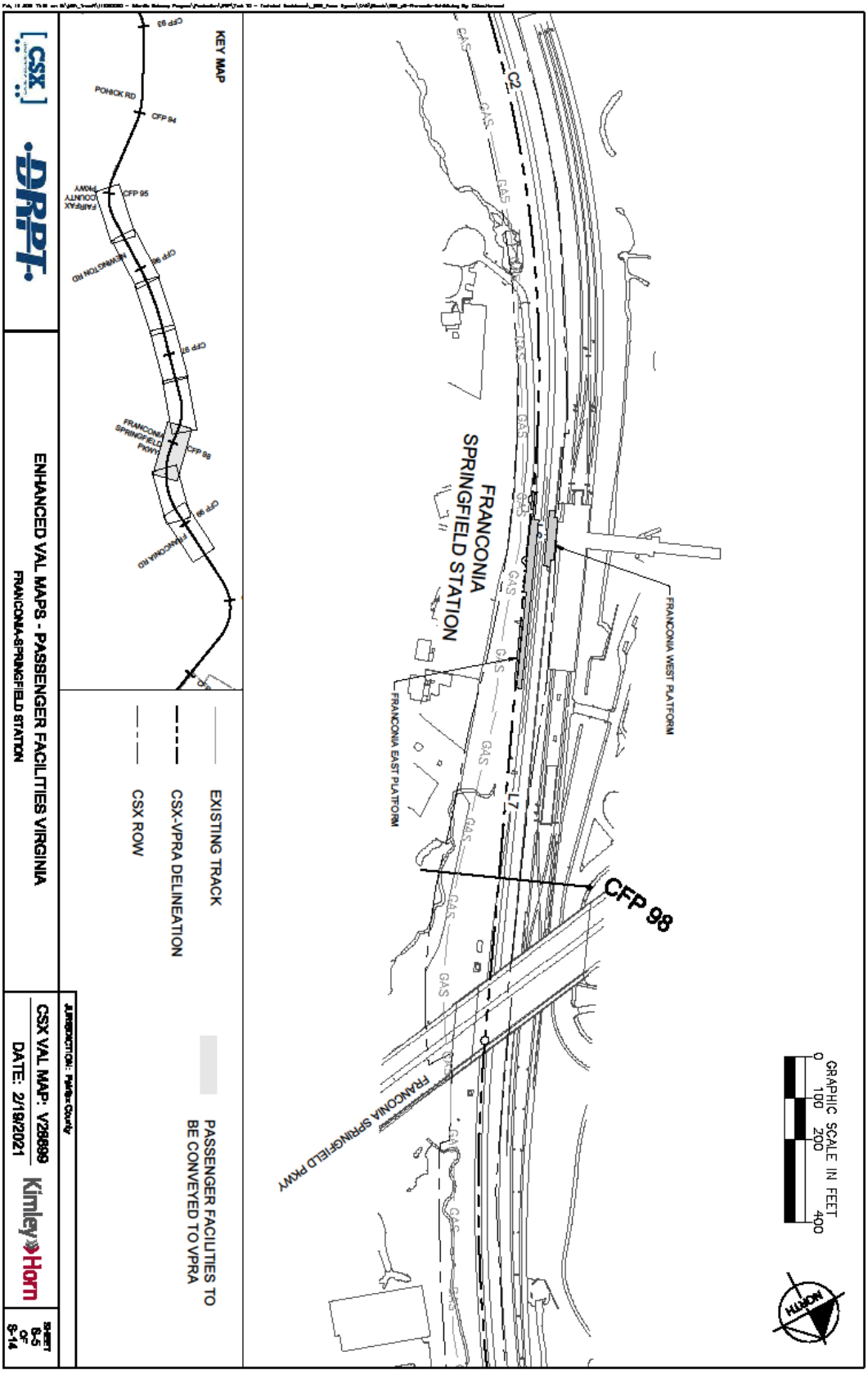
SHEET  
 9-1  
 OF  
 9-14





**ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA**  
CRYSTAL CITY STATION

JURISDICTION: City of Alexandria/Region County  
 CSX VAL MAP: V28699  
 DATE: 2/18/2021  
 Kimley-Horn  
 SHEET 8-4 OF 8-14

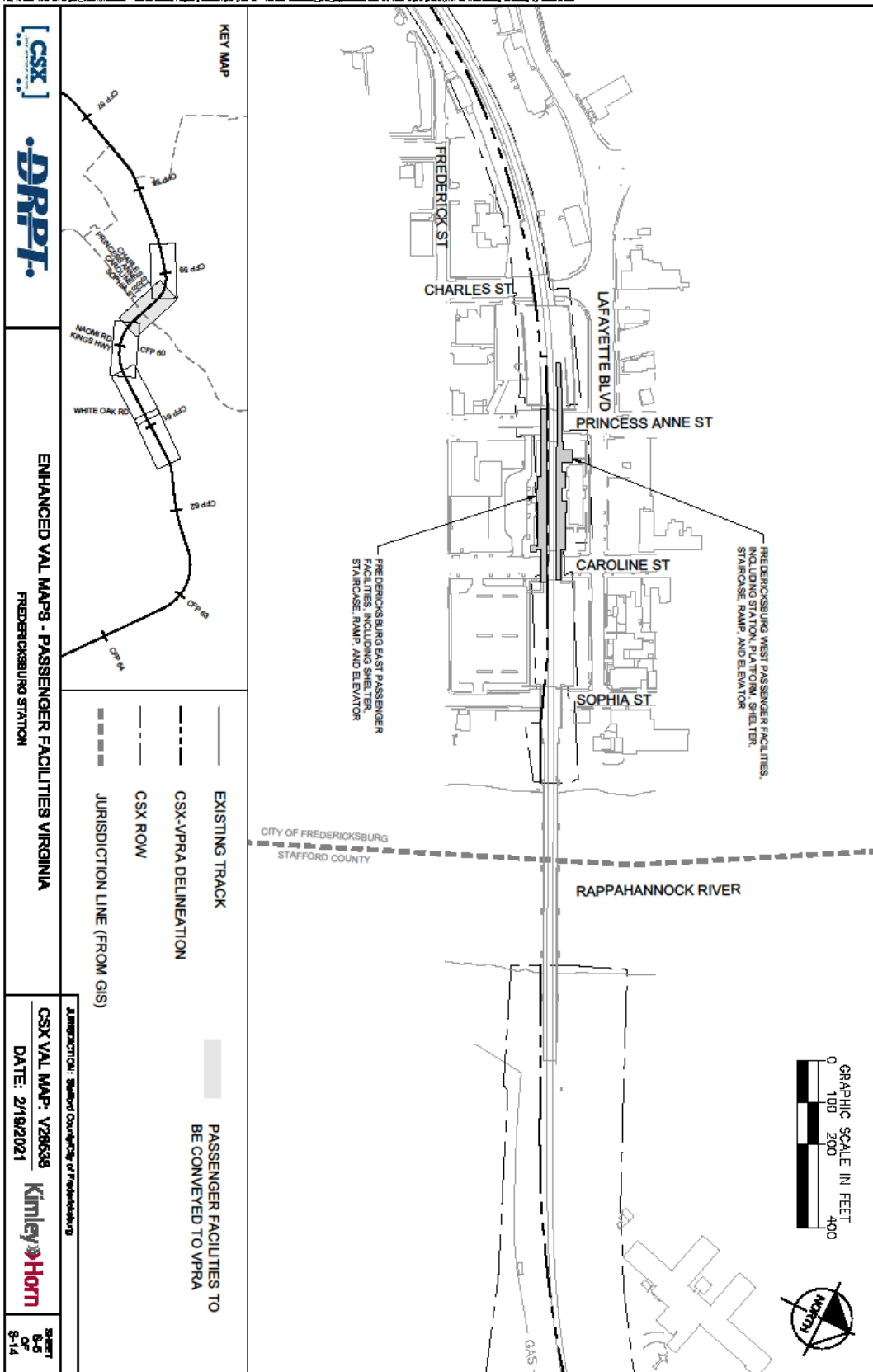


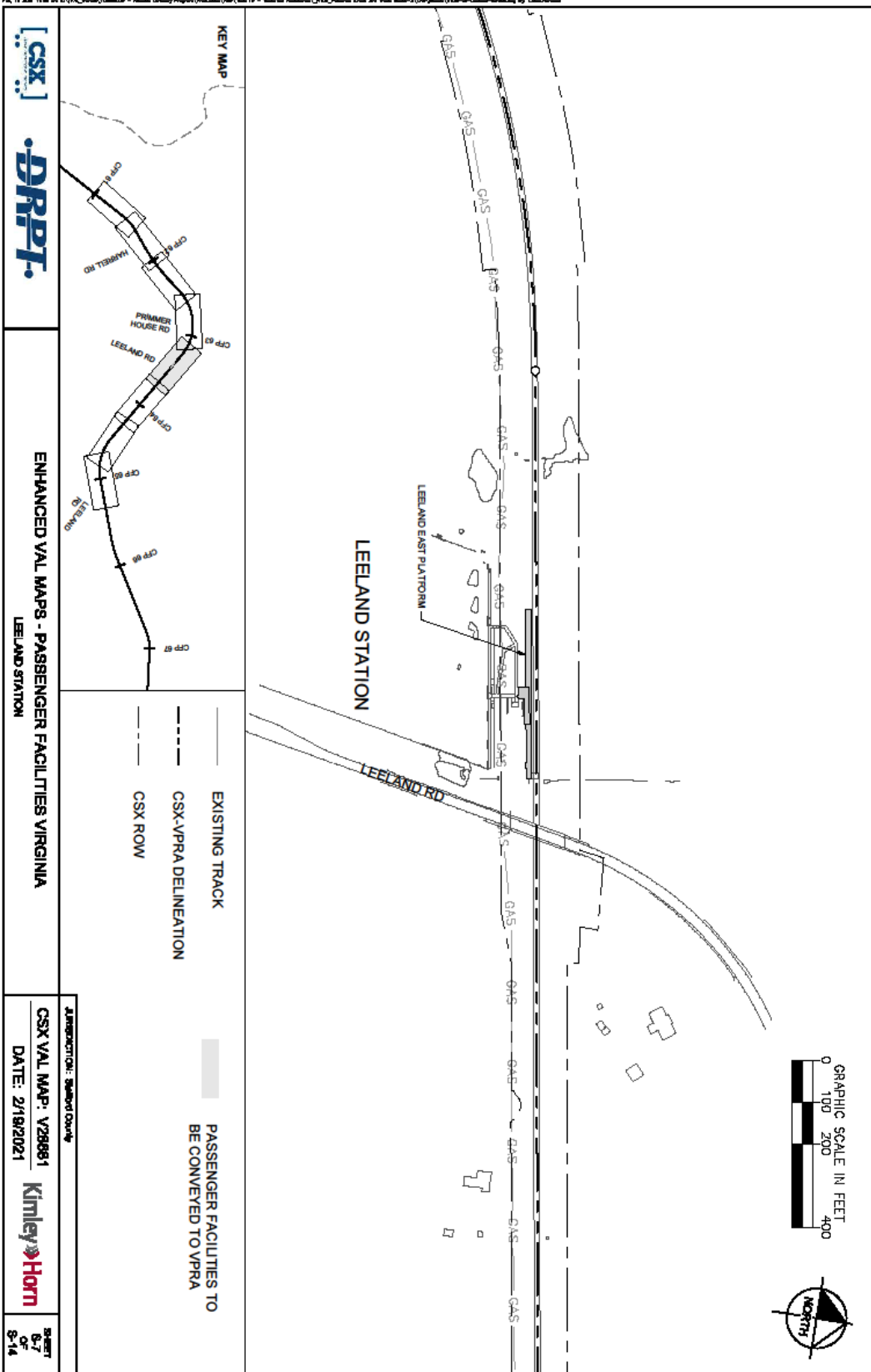
ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA  
FRANCONIA-SPRINGFIELD STATION

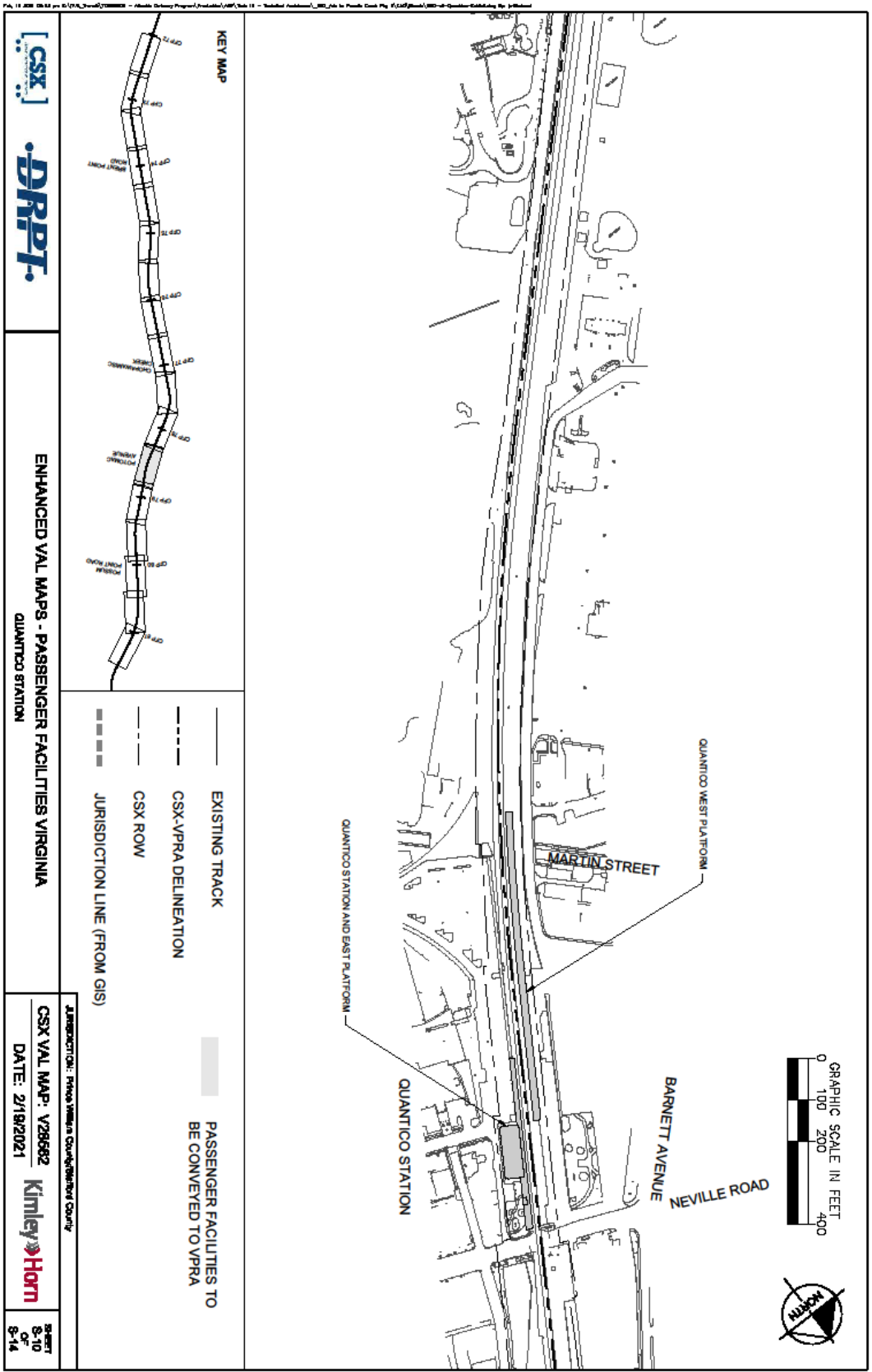
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DATE: 2/19/2021



SHEET 6-5 OF 8-14







**ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA**  
 QUANTICO STATION

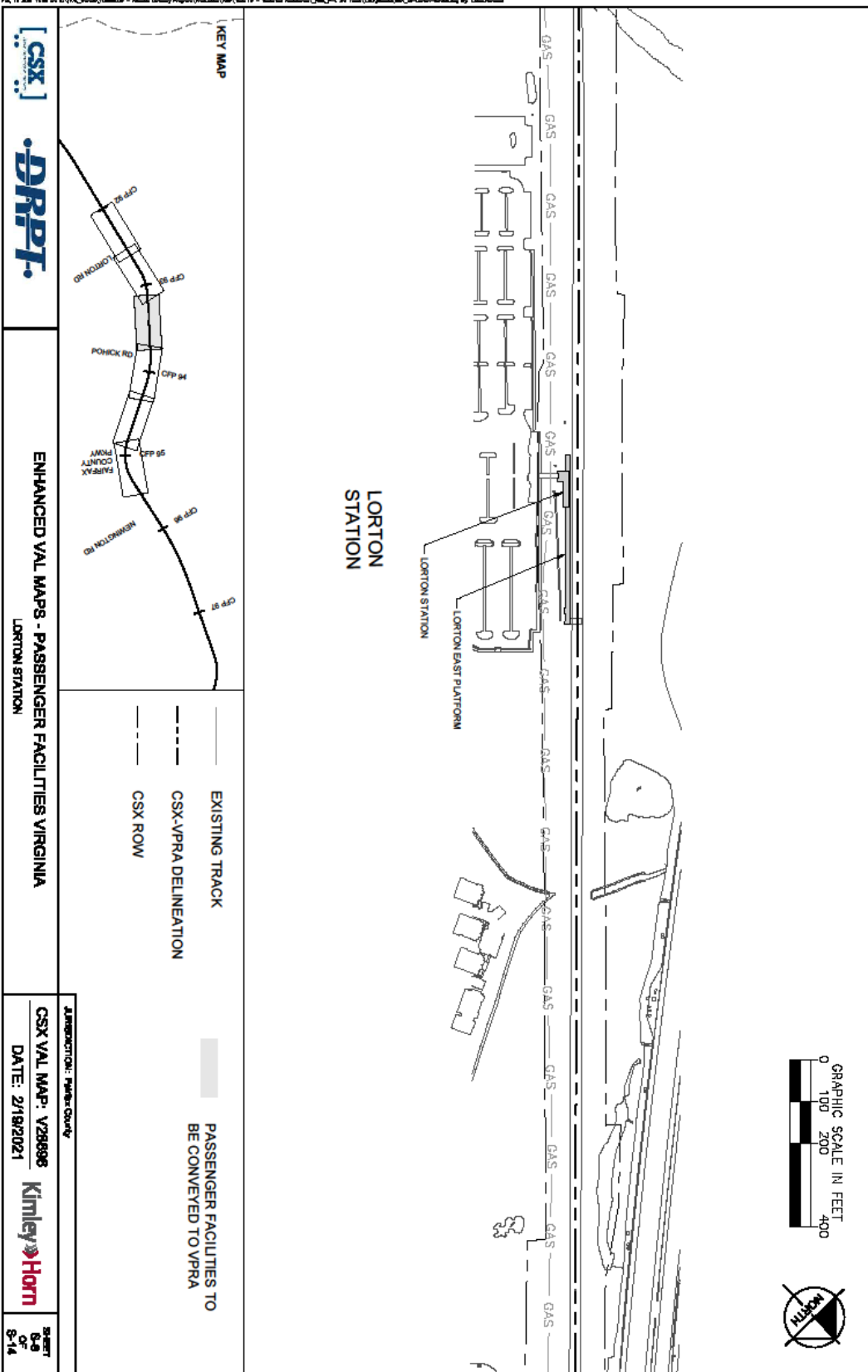
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 DATE: 2/18/2021

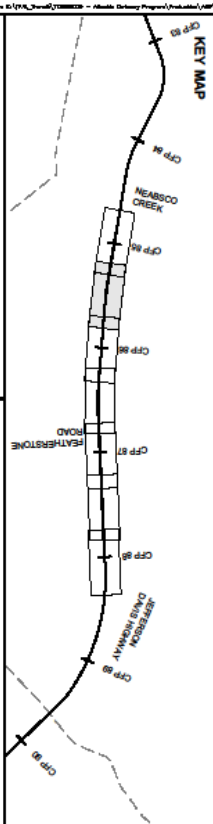
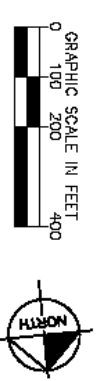
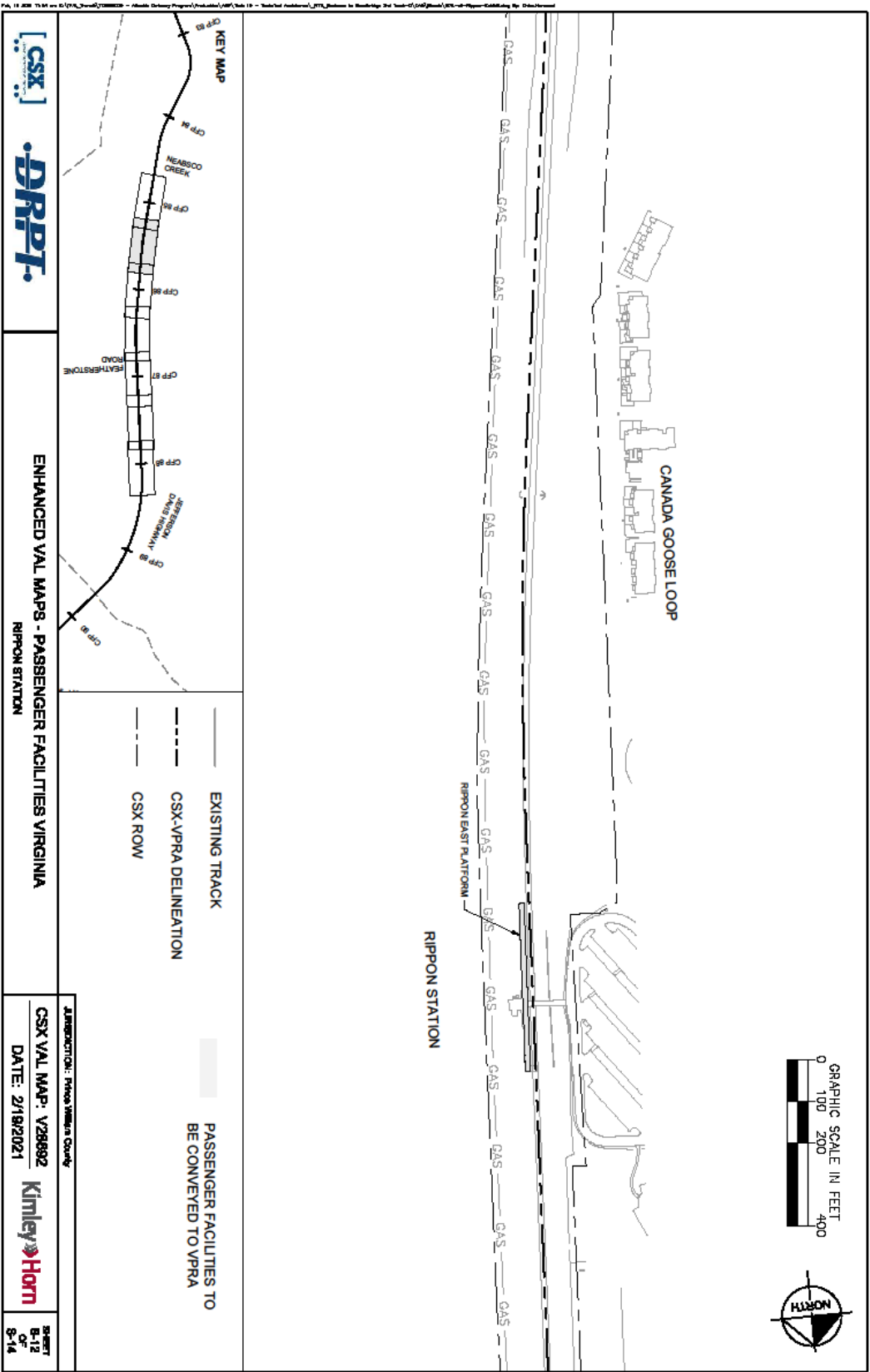
Sheet 8-10 of 8-14



JURISDICTION: Prince William County







- EXISTING TRACK
- - - CSX-VPPRA DELINEATION
- · - CSX ROW

PASSENGER FACILITIES TO BE CONVEYED TO VPPRA

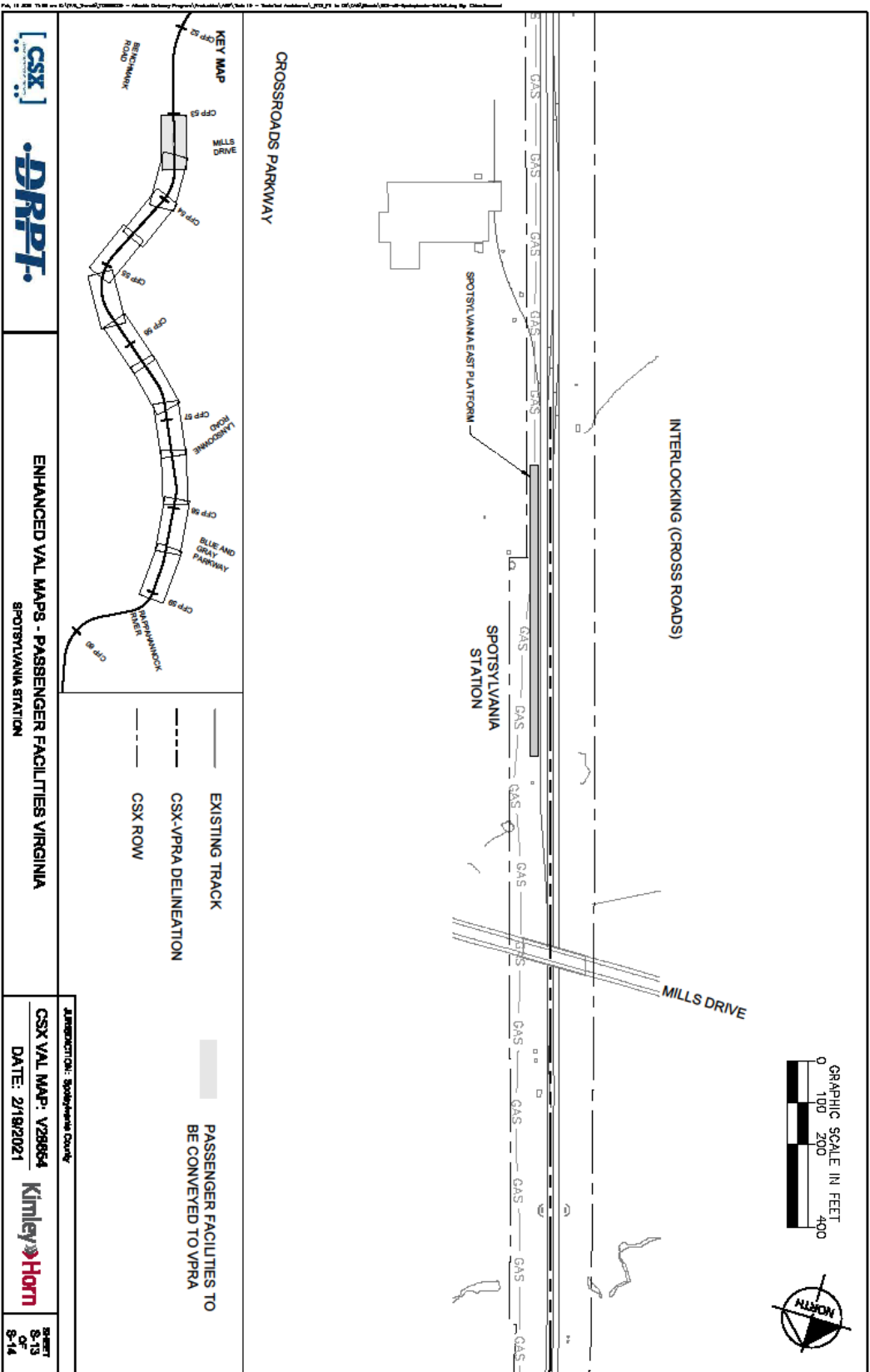


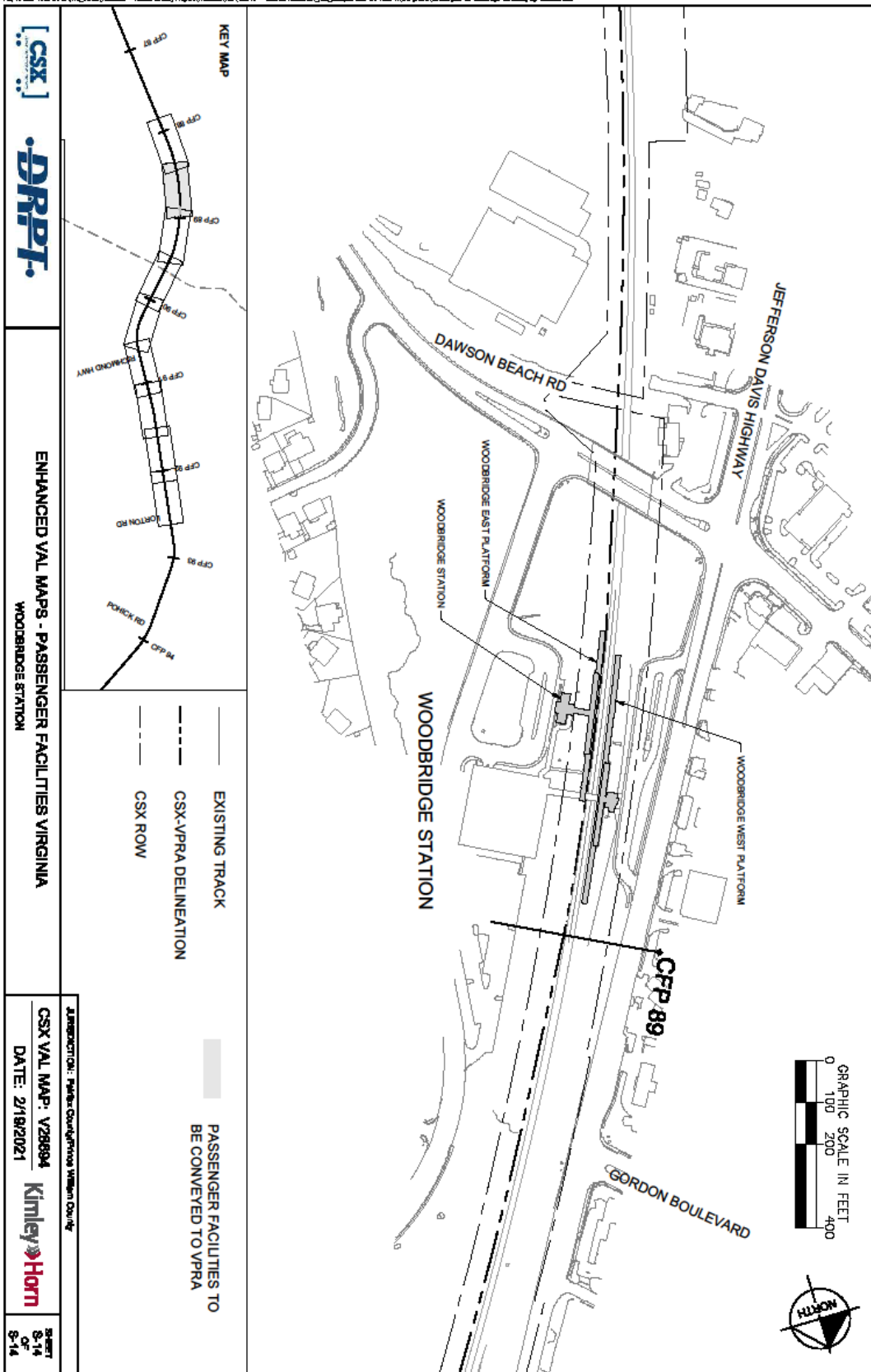
ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA  
 RIPPON STATION

AUTHORITY: Prince William County  
 CSX VAL MAP: VZ8892  
 DATE: 2/18/2021



SHEET 8-12  
 8-14





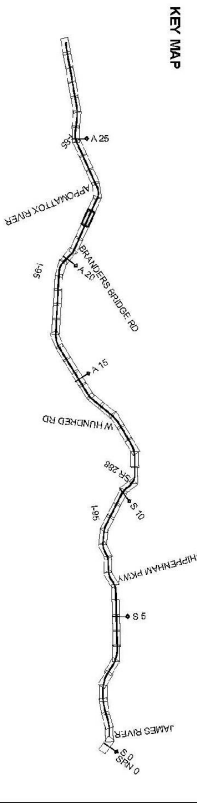
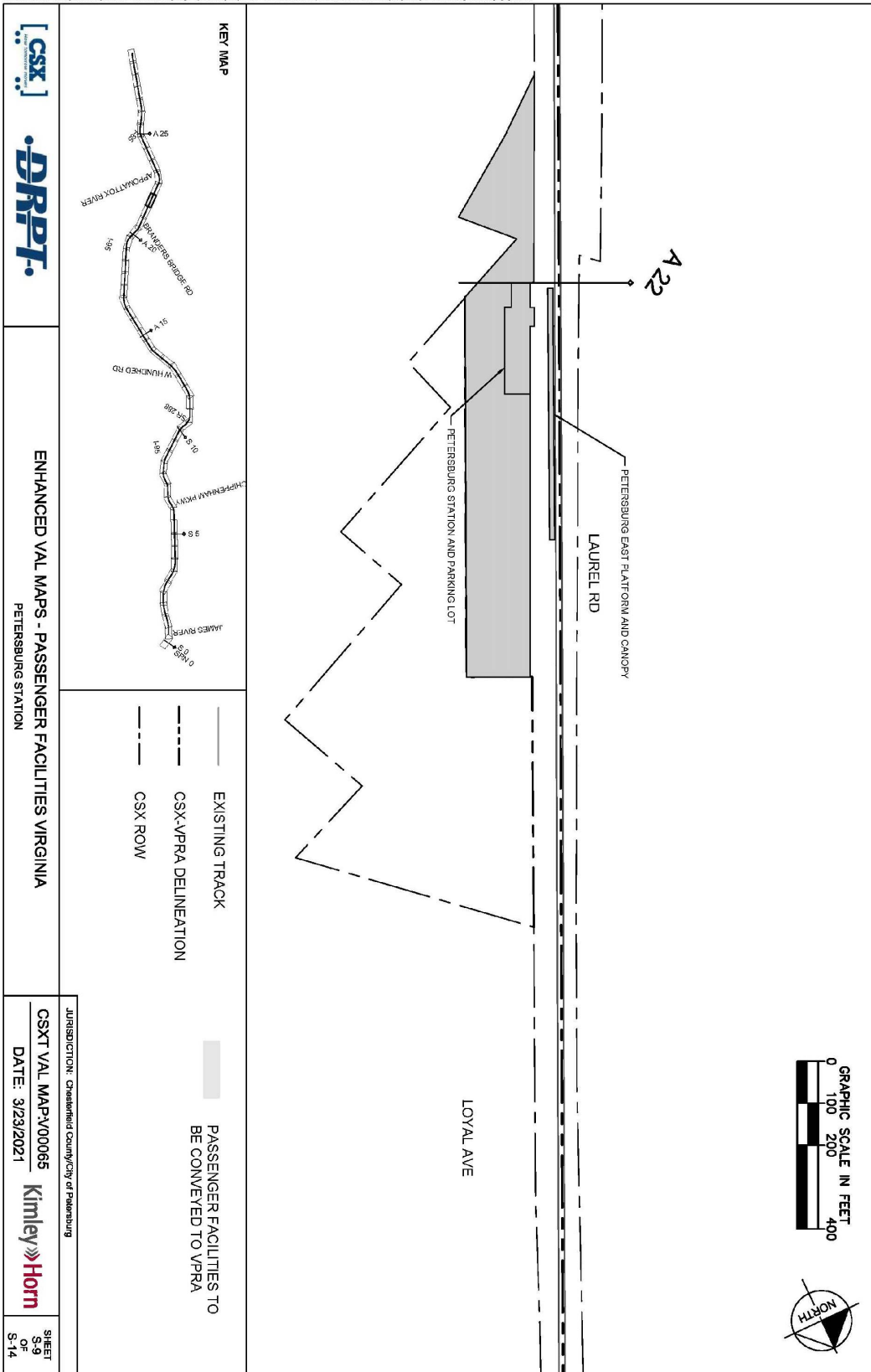
## **EXHIBIT C-2B**

### **ADDITIONAL PASSENGER FACILITIES**

Petersburg: the improvements located on the shaded area shown on Sheet S-9 attached hereto and identified thereon as “PETERSBURG EAST PLATFORM AND CANOPY” and “PETERSBURG STATION AND PARKING LOT.”

Richmond Staples Mill: the improvements located on the shaded area shown on Sheet S-11 attached hereto and identified thereon as “STAPLES MILL EAST PLATFORM” and “STAPLES MILL WEST PLATFORM.”

TOGETHER WITH all pedestrian rail crossings, if any, used exclusively for passenger rail operations and located at any of the locations described above.



- EXISTING TRACK
- - - CSX-VPRA DELINEATION
- - - CSX ROW

PASSENGER FACILITIES TO BE CONVEYED TO VPRA

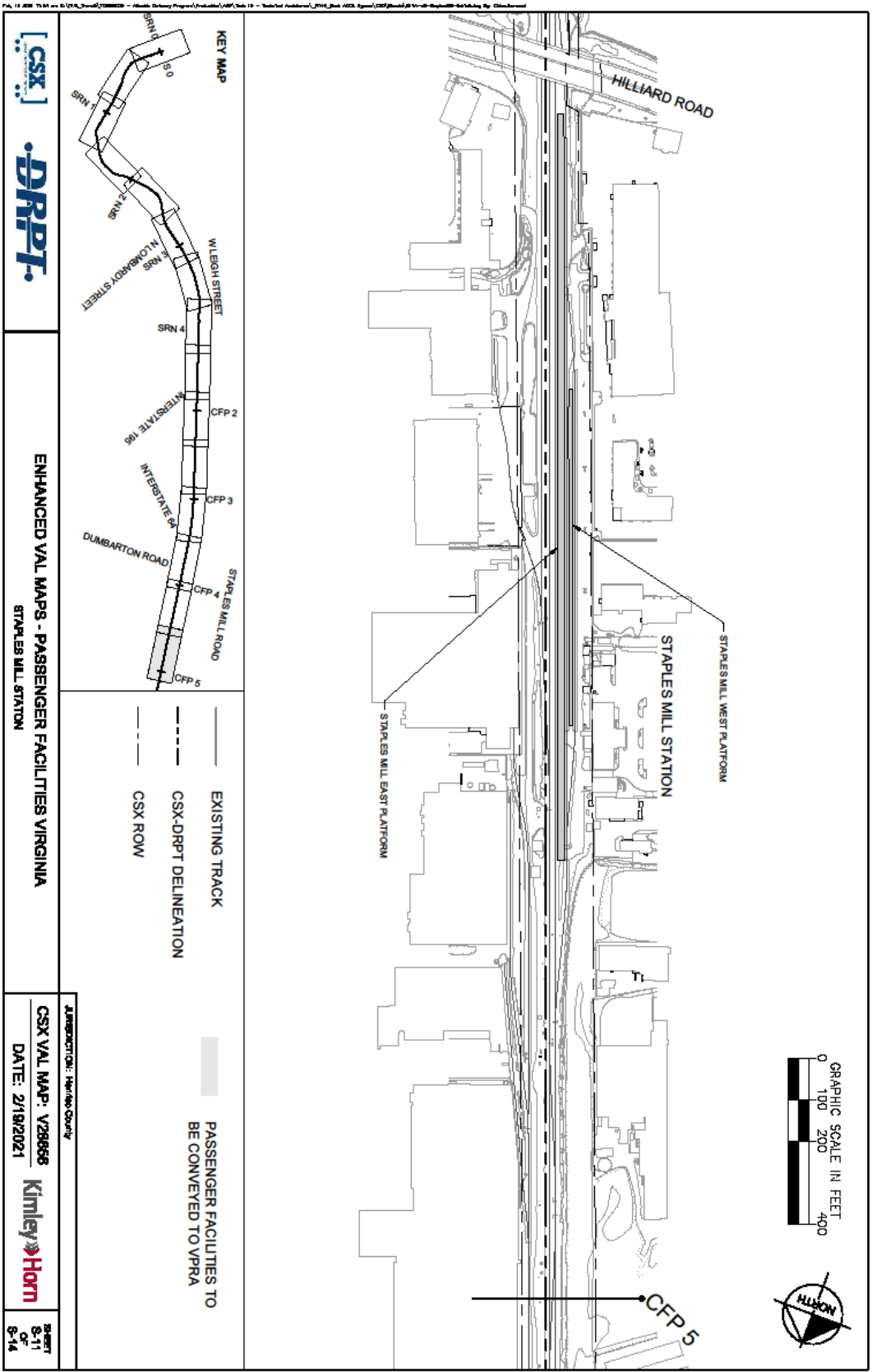


ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA  
PETERSBURG STATION

JURISDICTION: Chesterfield County/City of Petersburg  
CSXT VAL MAP-V00066  
DATE: 3/23/2021



SHEET  
S-9  
S-14



CSX DRPT

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA  
STAPLES MILL STATION

CSX VAL MAP: V29856  
DATE: 2/18/2021

Kimley-Horn

Sheet 8-11 of 8-14

ALLEGATIONS: Henrico County

PASSENGER FACILITIES TO BE CONVEYED TO VPPA

### EXHIBIT C-3

#### 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 103.8 and Mile Post CFP 104.3:**

Track 1 – Start 38.805686, -77.088472 MP: CFP 103.77 Val. Sta. 1131+49  
End 38.805334, -77.082615 MP: CFP 104.09 Val. Sta. 1148 + 56

Track 2 - Start 38.805664, -77.088104 MP: CFP 103.79 Val. Sta. 1132 + 71  
End 38.805113, -77.078874 MP: CFP 104.29 Val. Sta. 1129 + 5

##### **Between Mile Post CFP 79.7 and Mile Post 81.2**

Track 1 – Start 38.553289, -77.271604 MP: CFP 81.21 Val. Sta. 151 + 50  
End 38.533245, - 77.284394 MP: 79.66 Val Sta. 68 + 07

##### **Between Mile Post CFP 52.8 and Mile Post 58.8:**

Track 1 - Start 38.291549, - 77.461183 MP: CFP 58.82 Val. Sta. 3205 + 56  
End 38.216352, -77.43925 MP: CFP 52.97 Val. Sta. 2896 + 45

Track 2 - Start 38.2381, -77.460908 MP: CFP 58.23 Val. Sta. 3174 + 84 = 0 + 00  
End 38.28262, -77.460785 MP: CFP 58.19 Val. Sta. 1 + 80

Track 3 - Start 38.279792, -77.460605 MP: CFP 57.99 Val. Sta. 3162 + 52 = 0 + 00  
End 38.280252, -77.460575 MP: CFP 58.03 Val. Sta. 1 + 70

Track 4 - Start 38.256171, -77.444028 MP: CFP 56.08 Val. Sta. 3059 + 13 = 0 + 00  
End 38.255984, -77.443646 MP: CFP 56.05 Val. Sta. 1 + 30

Track 5 - Start 38.240161, -77.436053 MP: CFP 54.72 Val. Sta. 2989 + 23 = 0 + 00  
End 38.239406, -77.436258 MP: CFP 54.67 Val. Sta. 2 + 80

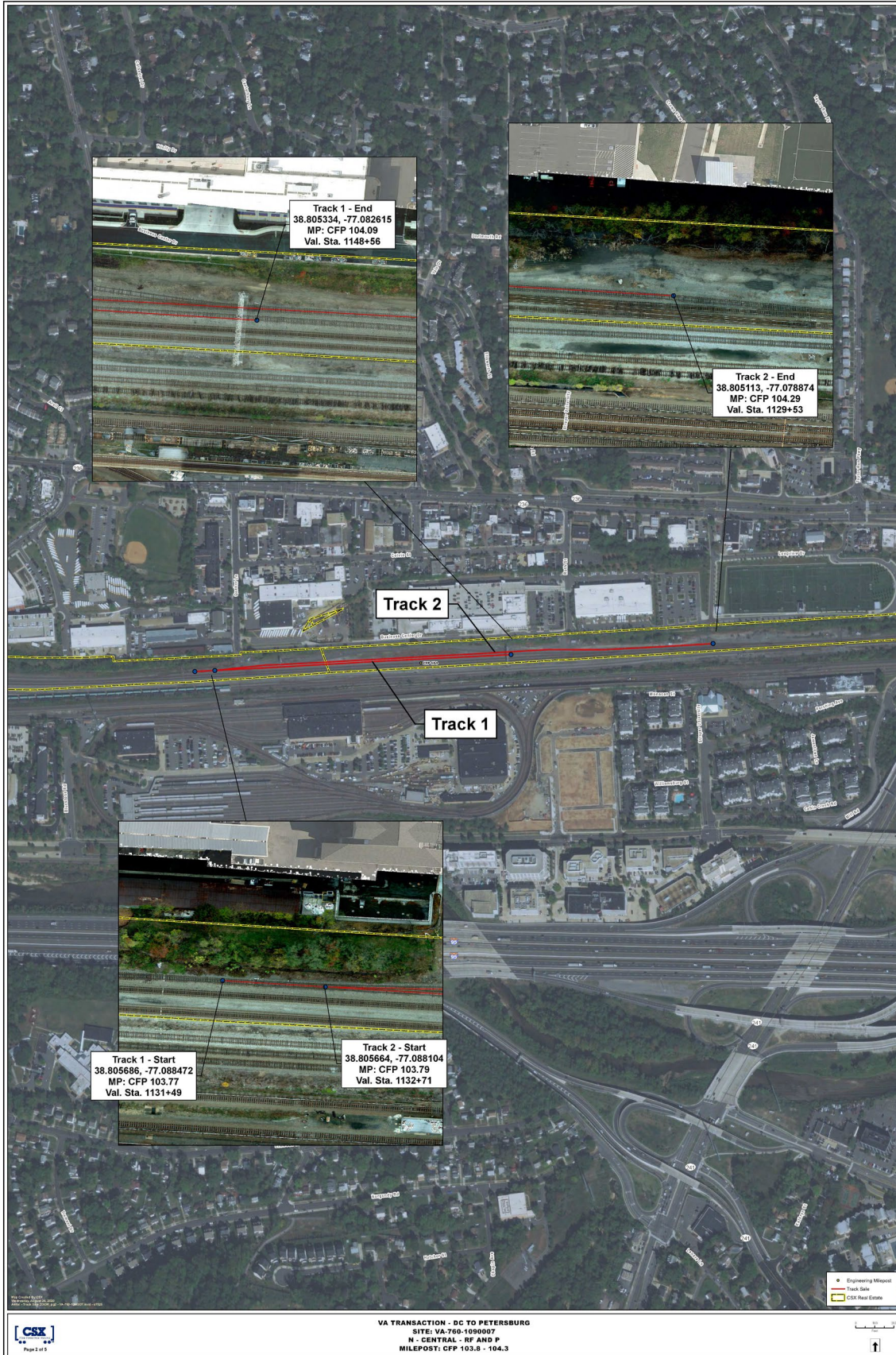
Track 6 - Start 38.219792, -77.440437 MP: CFP 53.21 Val. Sta. 2909 + 48 = 0 + 00  
End 38.219051, -77.439989 MP: CFP 53.16 Val. Sta. 3 + 00

Track 7 - Start 38.2229, -77.440437 MP: CFP 53.44 Val. Sta. 2921 + 67 = 0 + 00  
End 38.214306, -77.438185 MP: CFP 52.81 Val. Sta. 33 + 10

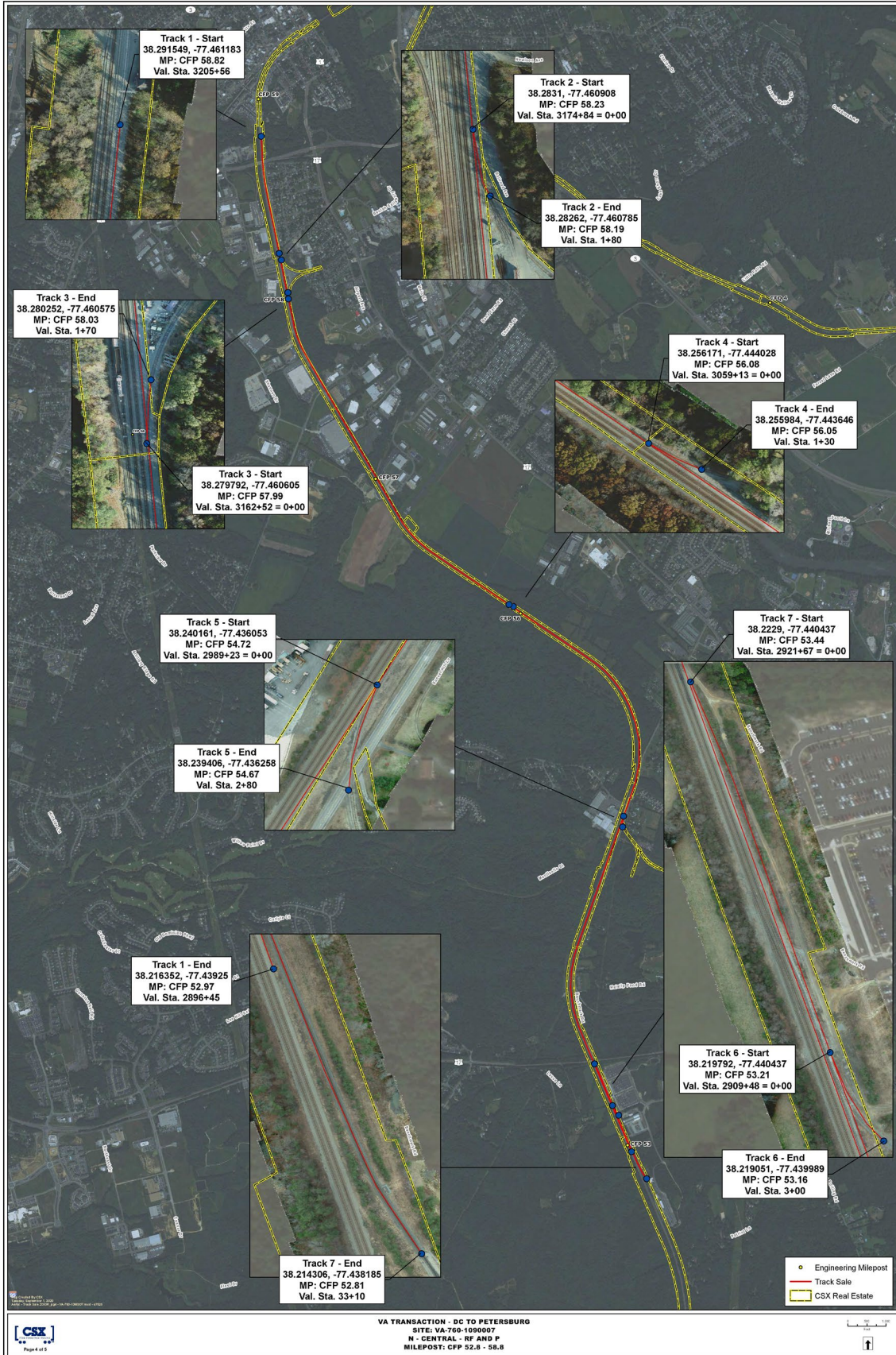
##### **Between Mile Post CFP 13.7 and Mile Post CFP 15.8**

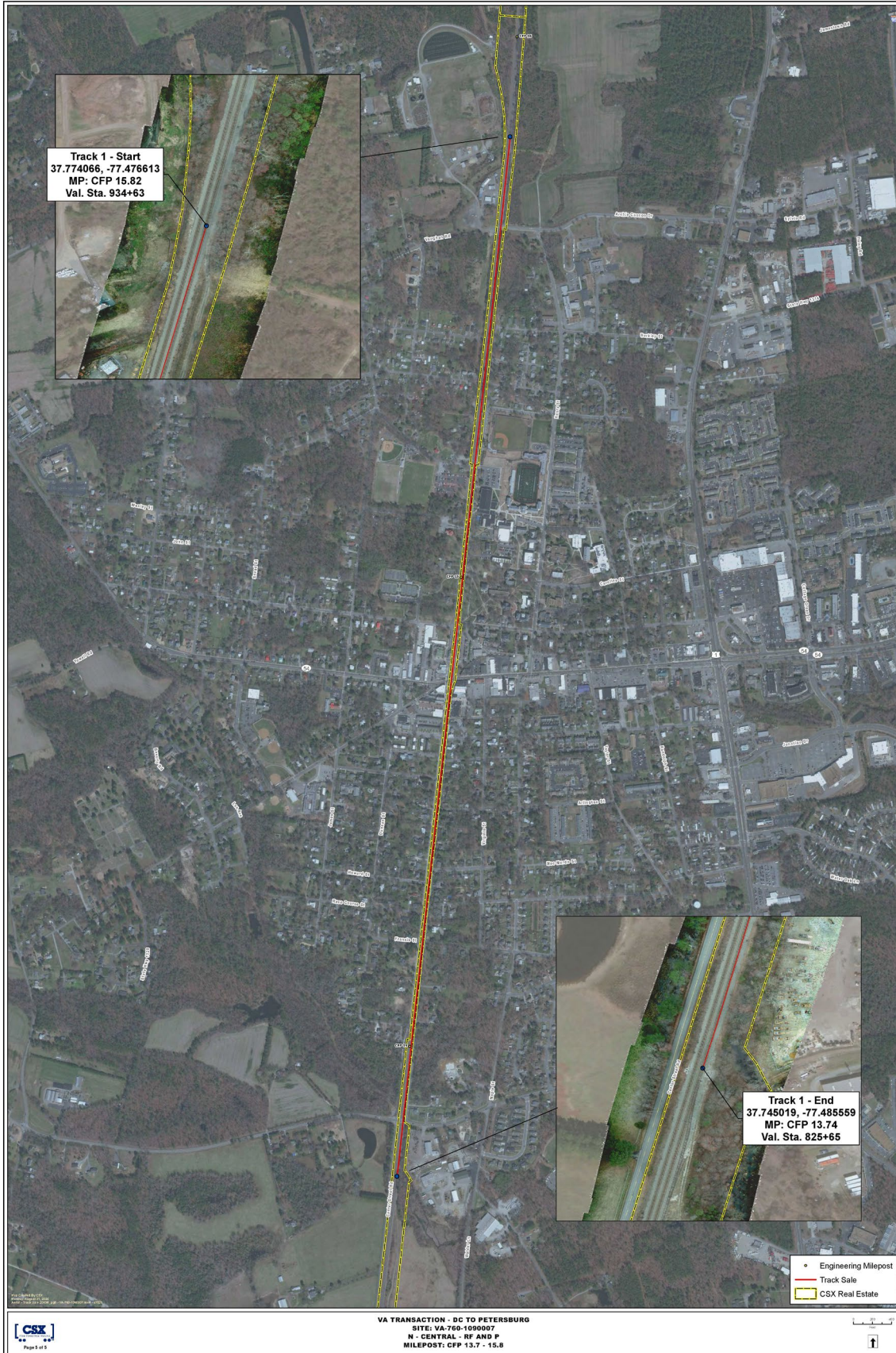


Track 1 - Start 37.774066, -77.476613 MP: CFP 15.82 Val. Sta. 934 + 63  
End 37.745019, -77.485559 MP: CFP 13.74 Val. Sta. 825 + 65









**EXHIBIT C-4**

**COPIES OF ENHANCED VALUATION MAPS**

**EXHIBIT D**

**RF&P RWY TO CSXT DEEDS**

Each deed dated as of November 17, 1992 between Richmond, Fredericksburg and Potomac Railway Company, as grantor, and CSX Transportation, Inc., as grantee, recorded in the Clerk's Office of the Circuit Court of the applicable jurisdiction identified below:

<b>Jurisdiction</b>	<b>Recording Information</b>
Arlington County	Deed Book 2561, page 786
City of Alexandria	Deed Book 1397, page 247 and Deed Book 1397, page 254
Fairfax County	Deed Book 8359, page 1091
Prince William County	Deed Book 1943, page 1946
Stafford County	Deed Book 891, page 304
City of Fredericksburg	Deed Book 256, page 288
Spotsylvania County	Deed Book 1081, page 207
Caroline County	Deed Book 396, page 100
Hanover County	Deed Book 950, page 847
Henrico County	Deed Book 2396, page 2285
City of Richmond	Deed Book 325, page 1724