

EXHIBIT C-2 (VA)

Form of Deed for Segment 2 (VA)

Upon recordation, return to:

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

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

NOTE TO CLERK:

(a) This deed conveys certain interests in the Rail Corridor described below, which is located in multiple cities and counties in the Commonwealth of Virginia and the State of North Carolina. The aggregate consideration paid by Grantee for, and the aggregate value of, such Rail Corridor is [\$_____].

(b) This deed is to be recorded in the Clerk's Office of the Circuit Court of [_____ County] [the City of _____], Virginia. The portion of the consideration and value of the Rail Corridor allocable to the portion of the Passenger Rail Corridor located in such [city] [county] is \$_____.

(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 between **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," to be indexed as Grantor; and **VIRGINIA PASSENGER RAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, whose mailing address is _____, hereinafter called "Grantee," to be indexed as Grantee. Grantor and Grantee, collectively, are hereinafter called the "Parties," and each, individually, is hereinafter called a "Party."

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

WITNESSETH:

WHEREAS, Grantor has interests in approximately 75.1 miles of the real property and right-of-way, as well as associated property, beginning at CSXT milepost A 29.04 in the County of Dinwiddie, Virginia and extending to CSXT milepost S 100.1 at Ridgeway, North Carolina, all as generally shown on the map attached as Exhibit B.

WHEREAS, Grantor desires to convey to Grantee Grantor's interest in such real property and right-of-way, as more particularly described hereinafter, subject to the exclusions, reservations, restrictions, covenants, terms and conditions set forth in this Deed.

NOW THEREFORE, Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby, effective as of 00:01 A.M. EST on _____, 202_, convey by QUIT-CLAIM unto Grantee, its successors and assigns, subject to the exclusions, reservations, covenants, terms and conditions set forth in this Deed, all of Grantor's right, title and interest, if any, in and to the property described in Exhibit C attached hereto and incorporated herein (the "Rail Corridor" or the "Property").

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

EXCLUDED PROPERTY

Excluding from the conveyance of the Property and excepting unto Grantor the following:

- (i) all rights, if any, to the airspace above the 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 may exist from time to time or in the absence of tracks, the surface elevation of the land, but subject to the rights expressly granted in this Deed to Grantee to use certain portions of such airspace as set forth within the section of this Deed entitled "RESTRICTIVE COVENANTS"; and
- (ii) mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Rail Corridor; and RESERVING the right for Grantor, its successors and assigns, to remove the same; provided, however that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations (as hereinafter defined) and provided, further, that Grantor will not drill or permit drilling on the surface of the 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, (A) 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 (as hereinafter defined) within the applicable portion of the Rail Corridor. Any such proposed right will not be construed to Unreasonably Interfere with Passenger Rail Operations if Grantor can reasonably demonstrate that the conditions, location, track setback and configuration of such proposed rights would meet Grantor's then-current occupancy standards for its own operating rights of way in the 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 Rail Corridor and (B) the phrase "Passenger Rail Operations" shall mean the operation of the 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 defined in the Comprehensive Rail Agreement).

RESERVATIONS BY GRANTOR

Reserving unto Grantor, its successors and assigns the following:

- (i) Existing Longitudinal Utility Easement. A perpetual easement, hereinafter the “Existing Utility Easement,” in, over, under and along those portions of the Rail Corridor encumbered by existing longitudinal occupancies of every type and nature, whether recorded or not, together with the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, together with the further 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, and to lease, license or permit third parties to use the Existing Utility Easement and/or the rights reserved pursuant thereto, together with access over the Rail Corridor to reach the Existing Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The Existing Utility Easement shall remain with and be exclusive unto Grantor; provided, however, that Grantee shall have the nonexclusive right to grant easements or other occupancies for fiber optic longitudinals associated with public broadband, which shall be subject to the terms and conditions of any and all easements and other occupancies theretofore granted by Grantor and which shall not disturb or interfere with the rights of the parties thereunder. For the purposes of this section, the term “longitudinal” shall refer to any utility occupancy that runs parallel to the tracks for a distance that exceeds five hundred feet (500’);
- (ii) Future Longitudinal Utility Easement. A perpetual longitudinal utility easement (which shall be exclusive except that Grantee shall have the nonexclusive right with Grantor to grant easements or other occupancies for fiber optic longitudinals associated with a public broadband initiative), hereinafter the “Future Utility Easement,” for the entire width and length of the 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 Rail Corridor and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Rail Corridor, and such surface rights as may be necessary to accomplish the same; together with access over the Rail Corridor to reach the Future Utility Easement and with the further right, from time to time, to assign the Future Utility Easement, or any interest therein, in whole or in part, and to lease, license or to permit third parties to use the Future Utility Easement or any interest therein and/or the rights reserved pursuant thereto provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The Future Utility Easement shall remain with and be exclusive unto Grantor, except that Grantee shall have the nonexclusive right with Grantor to grant easements or other occupancies for fiber optic longitudinals associated with a public broadband initiative. For the purposes of this section, the term “longitudinal” shall refer to any utility occupancy that runs parallel to the tracks for a distance that exceeds five hundred feet (500’);
- (iii) Existing Signboard Easement. An exclusive perpetual signboard easement, hereinafter the “Existing Signboard Easement” for the entire width and length of the 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 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 Rail Corridor for signboards shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable;

- (iv) Future Signboard Easement. An exclusive perpetual signboard easement, hereinafter the “Future Signboard Easement” for the entire width and length of the 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 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 Rail Corridor for signboards shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable, and Grantee shall have the right to protect reasonable view corridors with respect to Grantee’s signboards installed hereafter;
- (v) Existing Cell Tower Easement. An exclusive perpetual easement for towers and antennae for data, communications and power transmission including without limitation cellular communication systems, hereinafter the “Existing Cell Tower Easement” for the entire width and length of the 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 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 Rail Corridor for cell towers shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing communications facilities and equipment related to Passenger Rail Operations, without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable; and
- (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 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 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 Rail Corridor for cell towers shall remain with and be exclusive unto Grantor, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing communications facilities and equipment related to Passenger Rail Operations, without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable.

In the event that Grantor exercises any of the reserved rights noted in the immediately preceding paragraphs (i) through (vi) above, Grantee agrees as follows:

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

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

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

Grantor further reserves unto itself, its successors and assigns, (i) the right, title and interest of Grantor in and to those agreements identified in Appendix A-2 to the Assignment and Assumption Agreement dated as of _____ between Grantor and the Virginia Department of Rail and Public Transportation (“DRPT”), as amended, restated or supplemented from time to time (the “Assignment and Assumption Agreement”), to the extent such right, title and interest is not assigned to DRPT 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, as the same may have been and may hereafter be amended, supplemented, restated or extended from time to time.

CONVEYANCE SUBJECT TO CERTAIN RIGHTS, ENCUMBRANCES AND OTHER MATTERS

The Property is hereby conveyed subject to the following rights, encumbrances and other matters: (i) 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; (ii) all existing telecommunications facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record; (iii) legally applicable building, zoning, subdivision and other federal, state, county, municipal or local laws, ordinances and regulations; (iv) 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; (v) 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 Rail Corridor; (vi) any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways; (vii) 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; (viii) mortgages and deeds of trust pertaining to the Property which mortgages and deeds of trust, if any and if recorded, Grantor shall cause to be released, at no cost or expense to Grantee, within sixty (60) days of the recording date of this Deed; and (ix) 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 TRANSFERRED WITHOUT WARRANTY AS TO TITLE, (b) THE PROPERTY IS HEREBY 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 RAIL CORRIDOR, THE PHYSICAL, ENVIRONMENTAL OR OTHER CONDITION THEREOF, ITS MERCHANTABILITY OR SUITABILITY FOR ANY USE OR PURPOSE OR ANY OTHER MATTER WHATSOEVER, MADE TO OR FURNISHED TO GRANTEE BY GRANTOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES.

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

RESTRICTIVE COVENANTS

The following restrictive covenants 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 Rail Corridor. Grantee acknowledges that the 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 Rail Corridor for any purpose other than Passenger Rail Operations and that the 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 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 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 Rail Corridor for residential, commercial and office purposes, and (ii) to use airspace in the Rail Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the ground or any existing tracks in the Rail 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 Rail Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the ground or any existing tracks in the 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, if any, 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 Rail Corridor for human consumption or irrigation.

Notwithstanding the foregoing, in the event that Grantee desires to sell any portion of the Rail Corridor (a “Sale Parcel”) to a third party intending to develop or use the Sale Parcel for any purpose that would be prohibited by the Use Restrictions, other than the Use Restriction described in clause (d) in the immediately preceding paragraph (each, a “Proposed Use”), Grantee shall provide to Grantor, at least six (6) months in advance of the closing of such sale, written notice of the sale setting forth the Proposed Use for the Sale Parcel and requesting the removal of the Use Restrictions on the Sale Parcel as to the Proposed Use only. Grantor and Grantee agree that, upon receipt by Grantor of such notice, the parties shall negotiate in good faith and attempt to agree upon a contract for the terms of releasing the Use Restrictions from the Sale Parcel as to the Proposed Use. Such contract shall include, among other provisions, (i) additional compensation to be paid to Grantor equal to sixty percent (60%) of the gross sales proceeds to be paid to Grantee by such third party and (ii) in the case of a Proposed Use described in clauses (a), (b), (c) or (h) of the immediately preceding paragraph, a requirement that, upon and to the extent

of Grantor's requirement made in response to a request to release such Use Restrictions, Grantee (A) enroll the Sale Parcel in the 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 Grantor and Grantee agree to a contract for removal of the Use Restrictions from the Sale Parcel as to the Proposed Use, upon the satisfaction of the terms of such contract Grantor shall execute and deliver in recordable form an instrument releasing the Use Restrictions from the Sale Parcel as to the Proposed Use. Any such release instrument expressly shall provide that the other Use Restrictions remain in full force and effect as to the Sale Parcel and that all of the Use Restrictions remain in effect as to the remainder of the Rail Corridor (except as the same may have been released or may thereafter be released in accordance with this paragraph). In no event shall Grantor be obligated to consider any request to release the Use Restriction applicable to agricultural uses described in clause (d) of the immediately preceding paragraph.

- (ii) Freight Restriction; Right of First Refusal. Grantee, by acceptance of this Deed, hereby covenants that it and, subject to the provisions of this subparagraph (ii), its successors, heirs, legal representatives or assigns, shall not use the Rail Corridor, or any portion thereof, for railroad freight service. Grantor shall have a right of first refusal to conduct railroad freight service on the Rail Corridor in the event Grantee permits the restoration of freight rail common carrier service (such right, the "First Right"). The First Right must be exercised by written notice to Grantee given within one hundred eighty (180) days after Grantor's receipt of written notice from Grantee that Grantee intends to permit the restoration of freight rail common carrier service. If Grantor exercises the First Right, such right to conduct railroad freight service on the Rail Corridor shall be subject to Grantor obtaining any required governmental approval for such restoration of freight rail common carrier service. If Grantor fails to timely exercise such First Right, Grantee may thereafter grant to one or more third parties the right to conduct railroad freight service.

TRANSACTION DOCUMENTS

Transaction Documents Not Superseded. Nothing herein shall supersede the provisions in the following documents (collectively, the "Transaction Documents"): (i) the Comprehensive Rail Agreement dated as of _____, 2021 between Grantor and DRPT, as amended, restated or supplemented from time to time (the "Comprehensive Rail Agreement") and (ii) 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 Transaction Documents. If there is any conflict, ambiguity or inconsistency between the provisions of this Deed and the Transaction Documents, the order of precedence shall as stated in the Comprehensive Rail Agreement. The Assignment and Assumption Agreement and the Comprehensive Rail Agreement are retained at the offices of Grantor and Grantee.

MISCELLANEOUS

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

anything in this Deed be construed to affect, or be a waiver, in whole or in part, of the right to assert that eminent domain is preempted by the jurisdictional authority of the Surface Transportation Board.

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and duly attested, and the VIRGINIA PASSENGER RAIL AUTHORITY, 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: _____
Print Title: _____

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202_,
by _____, as _____ of CSX Transportation, Inc., a Virginia
corporation, on behalf of the corporation.

My commission expires: _____

[SEAL]

Notary Public

[VIRGINIA PASSENGER RAIL AUTHORITY],
a political subdivision 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 _____, 202_,
by _____, as _____ of [Virginia Passenger Rail Authority], a
political subdivision of the Commonwealth of Virginia, on behalf of the [Authority].

My commission expires: _____

[SEAL]

Notary Public

Exhibit A	Tax Parcels
Exhibit B	Map of Rail Corridor
Exhibit C	Description of Rail Corridor

EXHIBIT A¹

Tax Parcels

Jurisdiction	Tax Parcel Numbers
Dinwiddie County	
Brunswick County	
Mecklenburg County	

¹ If any jurisdiction does not assign tax parcel numbers to railroad rights of way, an explanatory note to the clerk will be added.

EXHIBIT B

MAP OF RAIL CORRIDOR

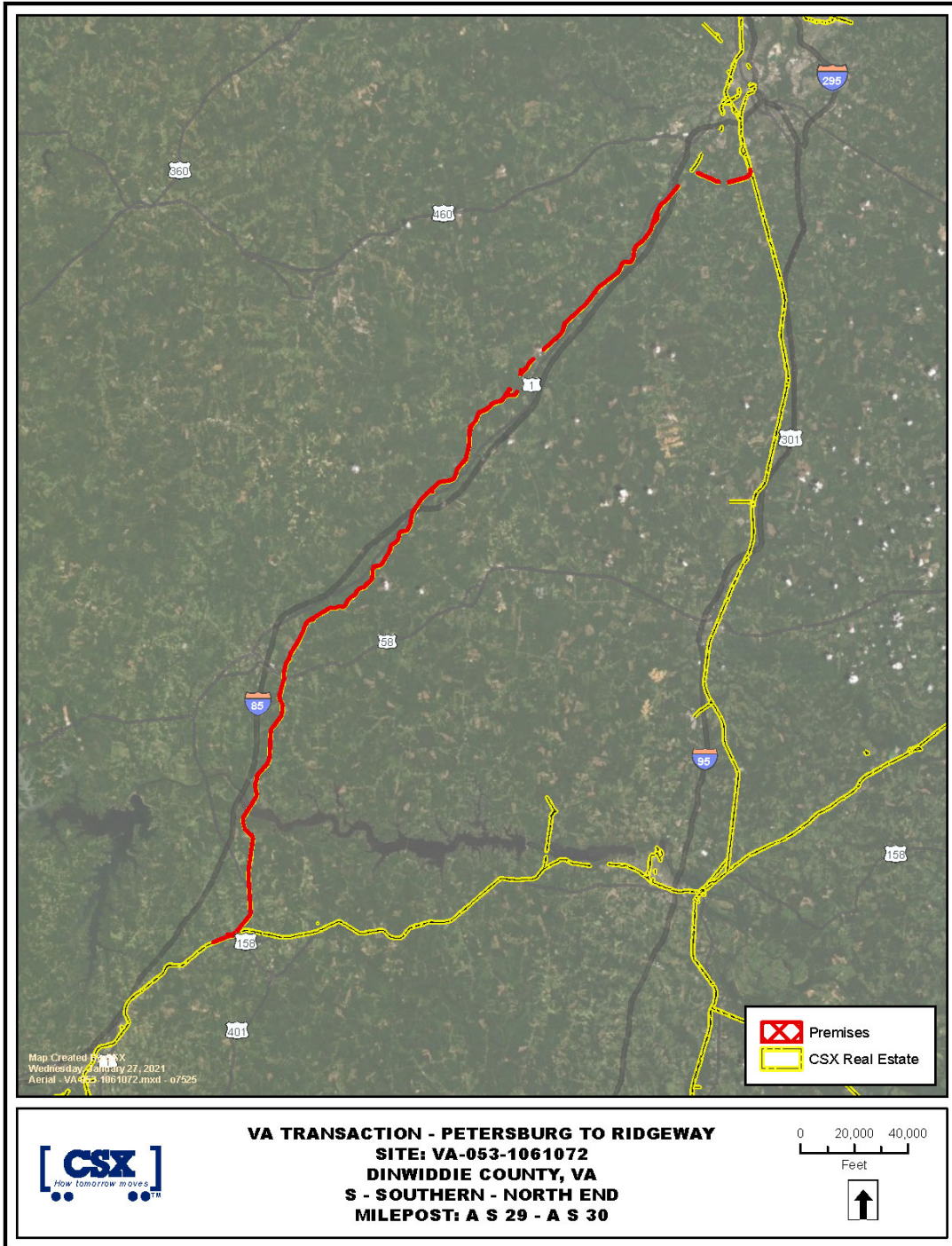


EXHIBIT C

DESCRIPTION OF RAIL CORRIDOR

All those portions of Grantor's former operating rail lines lying and being situate in Dinwiddie County, Brunswick County and Mecklenburg County, in the Commonwealth of Virginia, being a strip of land in varying width, the centerline of which is described as follows:

[CSXT to provide description of ROW by reference to valuation maps]

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