

EXECUTION VERSION

AMENDED
MANASSAS LINE FUNDING AGREEMENT

Dated April 2, 2025

between

NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND
POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
owners of Virginia Railway Express

and

VIRGINIA PASSENGER RAIL AUTHORITY

MANASSAS LINE FUNDING AGREEMENT

This AMENDED MANASSAS LINE FUNDING AGREEMENT (this “**Agreement**”) is made and entered into this 2ND day of April, 2025 and is between the (i) Virginia Passenger Rail Authority (“**VPRA**”), a political subdivision of the Commonwealth of Virginia (“**Commonwealth**”) and (ii) The Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, bodies politic and corporate and political subdivisions of the Commonwealth, established under the provisions of the Transportation District Act of 1964, as amended, and having principal places of business at 2300 Wilson Boulevard, Suite 203, Arlington, Virginia 22201, and 14700 Potomac Mills Road, Woodbridge, Virginia 22192, respectively (hereinafter, individually, a “**Commission**” and collectively the “**Commissions**”, which together VPRA and the Commissions shall be referred to as the “**Parties**”).

RECITALS

WHEREAS, VPRA entered into an *Amended and Restated Comprehensive Rail Agreement* with Norfolk Southern Railway Company (“**NSR**”) dated August 29, 2024 (the “**CRA**”); and

WHEREAS, under the CRA, VPRA has purchased from NSR the following interests in railroad property over which the Commissions operate daily commuter rail service (collectively, the acquisition of such interests being the “**Manassas Territory Acquisitions**”):

1. the “**Seminary Passage**”, which is NSR’s rail lines between approximately mileposts 9.25 and 10.76 (inclusive of NSR’s interests in the so-called “Horn Track” and also inclusive of Seminary Yard);
2. the “**Manassas Main Line**” which is NSR’s rail lines between approximately mileposts 10.76 and 32.75;
3. a passenger rail easement interest through the “**Manassas Yard**” which is NSR’s rail lines between approximately mileposts 32.75 and 33.6; and
4. a continuous strip of land referred to as the “**Broad Run Strip**” currently without tracks between approximately mileposts 33.6 and 36.23, sufficient for the construction of an additional passenger-dedicated track leading into the passenger station at Broad Run and the rail yard in the vicinity of such station; and

WHEREAS, the Parties are committed to a substantial increase in commuter rail service provided by the Commissions between Washington, DC and Virginia counties and cities; and

WHEREAS, the Parties have entered into a *Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees* dated August 4, 2022 (the “**Master Track Access Fee Agreement**”) under which VPRA may elect to make annual contributions towards the Commissions’ annual access fees paid to railroad owners; and

WHEREAS, the Commissions will supply VPRA funding set forth in this Agreement to obtain the real property interests hereafter set forth and achieve this increase in commuter passenger rail service among other benefits to the Commissions.

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

1. Funding Responsibilities.

- 1.1 Commissions Manassas Line Funding Commitment. The Commissions agree to provide to VPRA **ONE HUNDRED FIFTY-FIVE MILLION DOLLARS (\$155,000,000)** (the “**Commissions**”

Manassas Line Funding Commitment”). The Commissions Manassas Line Funding Commitment shall not include any federally-sourced, funds except as provided for herein. At the Commissions’ election, the Commissions Manassas Line Funding Commitment will be provided to VPRA:

- (a) as direct payments from the Commissions to VPRA, from sources including but not limited to:
 - (i) reprogramming of existing state funding for other VRE related capital projects,
 - (ii) I-66 Outside the Beltway funding,
 - (iii) federal funds for the Commissions’ acquisition from VPRA of all of VPRA’s right, title, and interest in Seminary Yard and the Broad Run Strip, *provided that*,
 - a. the amount of the Commissions Manassas Line Funding Commitment allocable to the Commissions’ purchase of Seminary Yard and for the Broad Run Strip shall be based on the fair market appraisals obtained by the Commissions for Seminary Yard and the Broad Run Strip, and delivered to VPRA for its review and comment (if VPRA deems an appraisal, or any portion thereof, as unreasonable then VPRA shall have the right to dispute such appraisal, or portion thereof, under section 10 of this Agreement), and
 - b. the use of federal funds in exchange for such right, title, and interest does not result in the Federalization of any VPRA-retained land or assets within the Manassas Territory Acquisitions,
 - (iv) federal or other funds for a commuter rail passenger station easement in land underlying existing and future passenger rail platforms located within the Manassas Territory Acquisitions under terms and conditions satisfactory to both Parties, including that the easement shall be exclusive, non-transferrable, permanent, perpetual, and non-revocable (subject to compliance with conditions defined within such easement documents), *provided that* the use of federal funds in exchange for such easement interest does not result in the Federalization of any VPRA land or assets within the Manassas Territory Acquisitions, and
 - (v) federal or other funds for a commuter rail operations easement in the Manassas Territory Acquisitions under terms and conditions satisfactory to both Parties, including that the easement shall be exclusive, non-transferrable, permanent, perpetual, and non-revocable (subject to compliance with conditions defined within such easement documents), *provided that* the use of federal funds in exchange for such easement interest does not result in the Federalization of any VPRA land or assets within the Manassas Territory Acquisitions;

- (b) as a reduction to a VPRA Track Access Elective Contribution (as that term is defined under the Master Track Access Fee Agreement), not to exceed the following amounts per railroad owner for the relevant fiscal year of the Commissions:

FISCAL YEAR	CAP FOR AMTRAK-CHARGED FEES	CAP FOR CSX-CHARGED FEES
2025	\$7,980,000	\$8,988,000
2026	\$8,219,000	\$9,257,000
2027	\$10,577,000	\$13,555,000
2028	\$10,894,000	\$13,962,000
2029	\$11,221,000	\$14,381,000

- (c) or any combination of (a) and (b) above.

- 1.2 VPRA Funding Responsibilities. VPRA will be responsible for sourcing the balance of funding needed in excess of the Commissions Manassas Line Funding Commitment to fund the Manassas Territory Acquisitions, whether through local, regional, state, federal, or other non-Commissions funding sources.
- 1.3 Timing of Real Property Interests. VPRA will convey to the Commissions the interests described in Section 1.1(a)(iii), (iv), and (v) above within a reasonable time after (a) the Commissions provide written notice that they are ready to accept such interests, (b) the Parties have agreed on the terms of such conveyances and have acquired any necessary third-party consents, and (c) the Commissions' have made payment no. 1 set forth in Section 2.1 below in full.
- 1.4 Purchase Deposit Agreement. Payment no. 1 (see Section 2.1 below) shall constitute a deposit towards the purchase price for the interests described in Section 1.1(a)(iii), (iv), and (v) as provided for in the Purchase Deposit Agreement, attached hereto and incorporated herein as Exhibit A, executed by the Parties at the same time as execution of this Agreement.
- 1.5 Definition of Federalization. "**Federalization**" means the application of otherwise inapplicable requirements promulgated by any branch of the federal government, including any governmental entity taking an interest in VPRA's land or assets within the Manassas Territory Acquisitions, which requirements apply solely by virtue of federal funds used by the Commissions to secure the interests described in Section 1.1(a)(iii), (iv), and (v) above.

2. Timing of Commissions Manassas Line Funding Commitment.

- 2.1 The Commissions will make the Commissions Manassas Line Funding Commitment available to VPRA on or before the dates set forth in the following schedule and in the following amounts:

PAYMENT NO.	DATE	AMOUNT
1	April 30, 2025	\$26,000,000
2	July 10, 2025	\$25,800,000
3	July 10, 2026	\$25,800,000
4	July 10, 2027	\$25,800,000

5	July 10, 2028	\$25,800,000
6	July 10, 2029	\$25,800,000

2.2 The Commissions shall make all payments timely. However, except for payments 1 and 2 above (which must be made timely in all cases), if the Commissions, through no fault of their own, and in the exercise of commercially reasonable efforts, are unable to make payments 3, 4, 5, or 6 set forth above on or before the scheduled dates or in the full scheduled amounts, then the Commissions shall make a payment in such amount as is feasible at the earliest time possible after the scheduled date, and the balance shall be carried forward to the next ensuing year's payment date. Notwithstanding the foregoing, the Commissions shall pay to VPRA the full amount of the Commissions Manassas Line Funding Commitment on or before July 10, 2031.

2.3 The Commissions may pay more than the scheduled amounts on the scheduled dates and may, with the concurrence of VPRA, make additional payments at times other than the scheduled dates, and may pay the balance of Commissions Manassas Line Funding Commitment at any time.

3. Appropriation and Approvals.

3.1 VPRA'S PAYMENT OF ANY AMOUNTS DUE PURSUANT TO THIS AGREEMENT, OR ITS COMMITMENT TO FUND ANY ACQUISITIONS HEREUNDER, IS SUBJECT TO APPROPRIATION BY THE GENERAL ASSEMBLY AND ALLOCATION BY THE COMMONWEALTH TRANSPORTATION BOARD OR THE VPRA BOARD OF DIRECTORS.

3.2 THE COMMISSIONS' DUTY TO SUPPLY THE COMMISSIONS MANASSAS LINE FUNDING COMMITMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE COMMISSIONS' BOARDS.

4. Governing Law.

This Agreement shall be governed by the laws of the Commonwealth, without regard for conflict of laws principles.

5. Compliance with Law.

The Parties will comply with all applicable state, federal, and local laws and regulations in the performance of this Agreement. The Commissions certify they do not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. Entire Agreement; Amendment and Modification.

This Agreement between the Parties shall supersede all prior communications and negotiations concerning the subject matter herein. This agreement may not be modified or amended, except pursuant to a written agreement that is duly authorized, executed and delivered by both Parties.

7. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Sovereign Immunity.

Nothing in this Agreement shall be construed to waive or abrogate either Party's sovereign immunity, in part or in whole, in any manner, under any theory, hereunder.

9. Effective Date; Expiration.

This Agreement will be effective upon the signature of the last Party to sign. It will expire automatically ninety (90) days after the date the Commissions provide the final installment of the Commissions Manassas Line Funding Commitment to VPRA.

10. Dispute Resolution.

10.1 Efforts to Resolve; Advisory Opinions. The Parties hereto shall make every reasonable effort to settle any dispute arising out of this Agreement without resorting to litigation. If the Parties so agree, they may retain a disinterested person experienced in railroad operations, including, but not limited to, the financing of railroads, or an accountant or attorney if appropriate, to render his or her objective advice and opinions, which shall be advisory only and not binding unless the Parties agree in writing to be bound by his or her judgment in a particular instance.

10.2 Legal Actions. Any claims or controversy between the Commissions and VPRA may be resolved by either party filing a legal action. All litigation between the Parties arising out of or pertaining to this Agreement shall be filed, heard, and decided in either the Virginia state courts or the United States District Court for the Eastern District of Virginia.

10.3 Duty to Continue Performance. Except as may be ordered or permitted by a court of competent jurisdiction, pending final resolution of any dispute, the Parties will continue to fulfill their respective obligations under this Agreement.

10.4 Dispute Resolution Costs. Each Party shall bear the costs and expenses incurred by it in connection with any litigation, and neither Party will seek or accept an award of attorneys' fees or costs incurred in connection with the resolution of a dispute pursuant to this Article.

11. Notices.

All notices or communications with respect to this Agreement shall be in writing and shall be deemed delivered upon delivery by hand, upon the next business day if sent prepaid overnight delivery service, or on the third business day following mailing by U.S. Mail, certified, postage prepaid, return receipt requested, to the addresses set forth below, or by email that clearly is marked notice in both the text and the subject line. The representatives and/or addresses set forth herein may be changed at any time by written notice to the other Parties sent by a below-listed representative, his/her designee, or interim replacement.

For the Commissions: Chief Financial Officer

Virginia Railway Express
1500 King Street, Suite 2020
Alexandria, VA 22314
mschofield@vre.org

Chief Executive Officer
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
rdalton@vre.org

VRE General Counsel
1500 King Street, Suite 202
Alexandria, VA 22314
smacisaac@vre.org

For VPRA:

Chief Financial Officer
919 East Main Street, Suite 2400
Richmond, VA 23219
Steve.pittard@vpra.virginia.gov

Executive Director
919 East Main Street, Suite 2400
Richmond, VA 23219
Dj.stadtler@vpra.virginia.gov

General Counsel
919 East Main Street, Suite 2400
Richmond, VA 23219
Michael.westermann@vpra.virginia.gov

IN WITNESS WHEREOF, VPRA and the Commissions have caused their names to be signed hereto by their duly authorized officers as of the day and year first written.

[SIGNATURE PAGE FOLLOWS]

VIRGINIA PASSENGER RAIL AUTHORITY

DocuSigned by:


C0D69C9037AD424...

By: _____
DJ Stadtler
Executive Director

4/2/2025

Date

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION
and
POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION**

By:  _____
Rich Dalton
VRE Chief Executive Officer

4-2-2025

Date

EXHIBIT A
PURCHASE DEPOSIT AGREEMENT
[SEE ATTACHED]

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EXHIBIT A

PURCHASE DEPOSIT AGREEMENT

THIS PURCHASE DEPOSIT AGREEMENT (“**Deposit Agreement**”) is made and entered into this 2ND day of April, 2025, by and between (i) the VIRGINIA PASSENGER RAIL AUTHORITY (“**VPRA**”), a political subdivision of the Commonwealth of Virginia, and (ii) the NORTHERN VIRGINIA TRANSPORTATION COMMISSION and the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION, bodies politic and corporate and political subdivisions of the Commonwealth of Virginia, established under provisions of the Transportation District Act of 1964, as amended, and owners and operators of the Virginia Railway Express commuter rail service (each a “**Commission**” and, collectively, the “**Commissions**”). VPRA and the Commissions shall be referred to, individually, as a “**Party**” and, collectively, as the “**Parties**”.

W I T N E S S E T H:

WHEREAS, since 1992, the Commissions have provided commuter rail service known as the Virginia Railway Express (“**VRE**”) on railroad right of way owned by Norfolk Southern Railway Company (“**NSR**”) beginning at the connection with CSX, A.F. Tower, M.P. 9.25 and extending in a southwesterly direction to Manassas Airport at approximately M.P. 36.23 (the “**VRE Manassas Territory**”), pursuant to successive operating access agreements between the Commissions and NSR; and

WHEREAS, in accordance with the *Amended and Restated Comprehensive Rail Agreement* between VPRA and NSR, dated August 29, 2024 (the “**2024 CRA**”), VPRA purchased most of the VRE Manassas Territory (the “**VPRA-Acquired VRE Manassas Territory**”), with the following portions of the VRE Manassas Territory retained by NSR:

- (a) the “**Manassas Segment**” between M.P. 32.75 and M.P. 33.6, and
- (b) the “**NSR-Retained Broad Run Tracks**” between M.P. 33.6 and the VRE Broad Run Station and adjacent VRE rail yard; and

WHEREAS, the Commissions have finalized the terms of a “**Manassas Line Funding Agreement**” with VPRA, to be executed contemporaneously with this Deposit Agreement, which provides for payment by the Commissions of \$155,000,000 to VPRA over a five-year period beginning with execution of the Manassas Line Funding Agreement and conveyance by VPRA to the Commissions of the following four property interests:

- (1) fee simple ownership of Seminary Yard Property (defined below);
- (2) fee simple ownership of the Broad Run Conveyed Property (defined below);
- (3) five commuter rail station platform easements at the Backlick Road, Rolling Road, Burke Centre, Manassas Park, and Manassas VRE stations; and

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- (4) a commuter rail operating easement over the Manassas Territory Acquisitions (as defined in the Manassas Line Funding Agreement); and

WHEREAS, the Commissions desire that the initial payment under the Manassas Line Funding Agreement in the amount of \$26,000,000 serve as a deposit towards the purchase price for each of the aforesaid four property interests; and

WHEREAS, the Commissions and VPRA have agreed upon the terms under which the Commissions shall make and VPRA shall accept the aforesaid deposit.

NOW, THEREFORE, in consideration of the foregoing, the deposit amount, and other good and valuable consideration, the Commissions and VPRA agree as follows:

1. VPRA agrees to sell to the Commissions and the Commissions agree to purchase from VPRA, subject to the terms of one or more mutually agreed purchase and sale agreements, and any necessary third-party consents, the following four property interests:
 - a. all right, title, and interest in the land and improvements of VPRA to the Seminary Yard, together with all servitudes, easements, appurtenances, and hereditaments appertaining thereto, all as generally defined within **EXHIBIT A-1**¹ (*General Definition of Seminary Yard*) and as shown as the “VRE Purchase Area” within **EXHIBIT A-2** (*Seminary Yard City of Alexandria, VA*) (the “**Seminary Yard Property**”);
 - b. all right, title, and interest in the land and improvements of VPRA to the Broad Run Corridor, together with all servitudes, easements, appurtenances, and hereditaments appertaining thereto, each as acquired by VPRA pursuant to the quitclaim deed attached hereto as **EXHIBIT B-1** and as shown as the “VRE Purchase Area” within **EXHIBIT B-2** (*Broad Run Corridor Manassas, VA*) (such property the “**Broad Run Conveyed Property**”);
 - c. exclusive, non-transferable, permanent, perpetual, and irrevocable (subject to compliance with conditions defined within such easement documents) easements for the construction, improvement, operation, and maintenance of the Commissions’ five commuter rail station platforms located within the railroad right-of-way on the VPRA-Acquired VRE Manassas Territory at each of the Commissions’ commuter rail stations known as Backlick Road, Rolling Road, Burke Centre, Manassas Park, and Manassas (the “**Commuter Rail Platform Easements**”) all as generally shown as an “Existing Passenger Station” within **EXHIBIT C-1** (*Norfolk Southern Manassas Segment*) and as shown in aerial view in **EXHIBIT C-2** (*VRE Station Sites*), as such platforms may be modified from time to time by agreement of the Parties, which easements shall provide that the

¹ Prior to the Commissions’ acquisition of Seminary Yard they shall have a boundary survey completed of Seminary Yard to be used as the basis of the legal description for such conveyance.

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Commissions' use of the Commuter Rail Platform Easements and shall comply with the requirements of any applicable operating agreements and/or the passenger station facilities agreements executed between the Parties; and

- d. an exclusive, non-transferable, permanent, perpetual, and irrevocable (subject to compliance with conditions defined within such easement documents) easement for commuter rail purposes over half of the width of the railroad corridor between MP 32.75 and MP 9.25, including a continuous single track (the "**Commuter Rail Operating Easement**") to be depicted in the mutually agreed purchase and sale agreements, which easement shall provide that the Commissions' use of the Commuter Rail Operating Easement shall comply with any applicable operating agreement executed between the Parties.
2. Not later than thirty (30) days after execution by the Commissions and VPRA of the Manassas Line Funding Agreement, the Commissions shall pay to VPRA the sum of \$26,000,000 which sum shall be a deposit on the total purchase price for each of the above four property interests. The deposit shall be apportioned among the four property interests as follows:

(a) Seminary Yard Property	\$12,576,000
(b) Broad Run Conveyed Property	\$2,300,000
(c) Commuter Rail Platform Easements	\$554,600
(d) Commuter Rail Operating Easement	\$10,569,400
 3. The aggregate purchase price for the four interests is \$155,000,000, consistent with fair market appraisals completed by the Commissions. The final purchase price for each individual property interest shall be in the amount of such fair market appraisals.
 4. Closing on each property interest, as provided for in the purchase and sale agreements, shall be scheduled by mutual agreement and in no event later than the time a final payment is to be made under the Manassas Line Funding Agreement.
 5. One or more purchase and sale agreements in mutually agreed upon, commercially reasonable forms, agreement upon which shall not be unreasonably withheld, will be entered into by the Commissions and VPRA covering each of the aforesaid property interests. Such agreement(s) will contemplate one or more closings with respect to the property interests at times mutually agreed by the Parties. If the planned closings do not occur, then the Parties will promptly meet and confer to determine a mutually agreeable path forward.

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6. This Deposit Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard for conflict of laws principles.
7. This Deposit Agreement may be amended only by a written instrument executed and delivered by both Parties.
8. This Deposit Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous, oral or written, agreements or understandings with respect to such subject matter.
9. All notices, requests, consents and approvals required or permitted under this Deposit Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing to the Parties at the addresses set forth below or such other addresses as the Parties may designate by delivery of prior notice to the other Party:

If to VPRA:

Executive Director
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219

With a copy to:

General Counsel
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219

If to the Commissions:

Chief Executive Officer
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314

With a copy to:

VRE General Counsel
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314

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IN WITNESS WHEREOF, VPRA and the Commissions have caused their names to be signed hereto by their duly authorized officers as of the day and year first above written.

[SIGNATURES PAGES FOLLOW]

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NORTHERN VIRGINIA TRANSPORTATION
COMMISSION
And
POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION

By: 
Rich Dalton
VRE Chief Executive Officer

[SIGNATURE PAGE TO PURCHASE DEPOSIT AGREEMENT]

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EXHIBIT A-1

GENERAL DEFINITION OF SEMINARY YARD

“**Seminary Yard**” shall mean that set of non-mainline tracks east of Cameron Run and just east of switches at approximately MP 10.76 and extending eastward for a distance of approximately 1.51 miles to the end of Norfolk Southern Railway (now VPRA) ownership at MP 9.25. Seminary Yard is bounded by CSXT to the north and east and by the Washington Metropolitan Area Transit Authority to the south. For the avoidance of doubt, Seminary Yard does not include the Conveyed Horn Track Property and excludes the Norfolk Southern Railway (now VPRA) mainline track, which is the northernmost track immediately north of the Seminary Yard. Seminary Yard ends at Cutpoint F shown just east of MP 9.25 (shown on the graphic attached as **EXHIBIT A-2** (*Seminary Yard City of Alexandria, VA*) below), and includes no property east of the CSXT operating station and control point called “AF Tower”.

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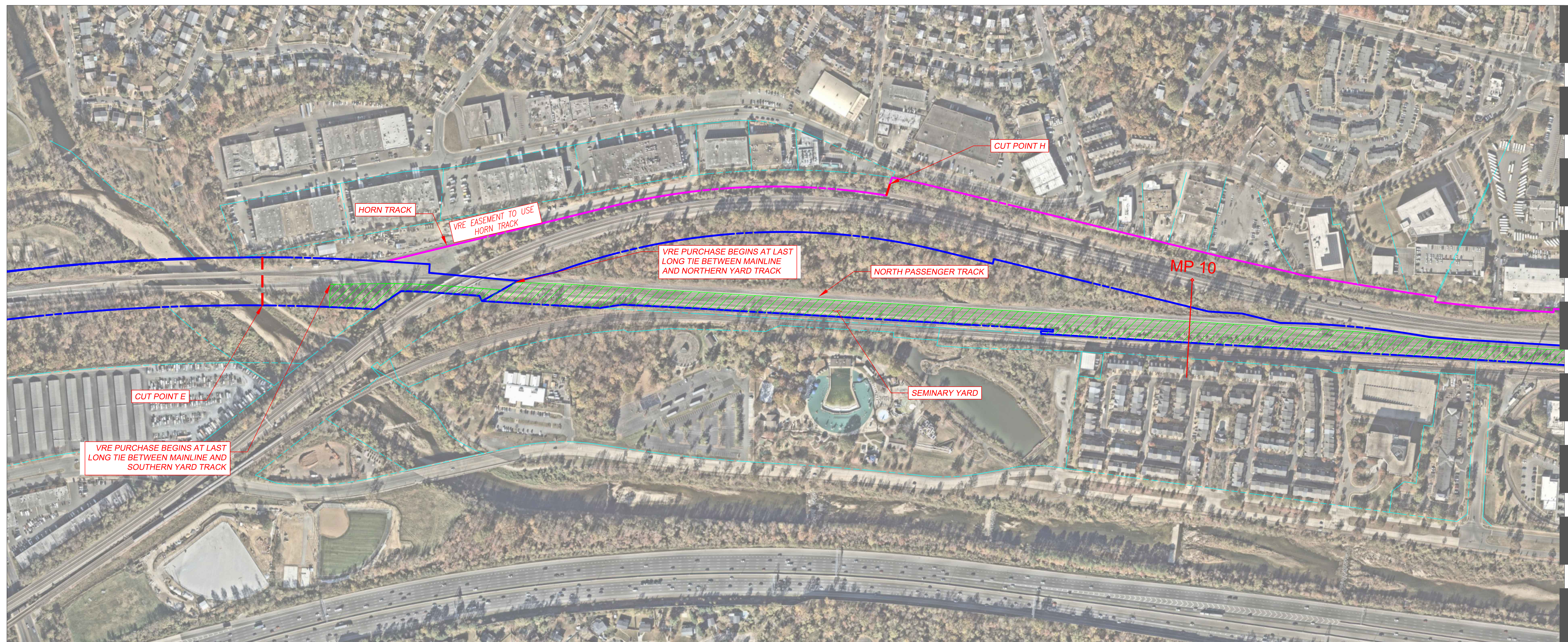
EXHIBIT A-2

SEMINARY YARD CITY OF ALEXANDRIA, VA

[SEE ATTACHED GRAPHIC]

EXHIBIT A-2: SEMINARY YARD CITY OF ALEXANDRIA, VA

04/01/2025



LEGEND

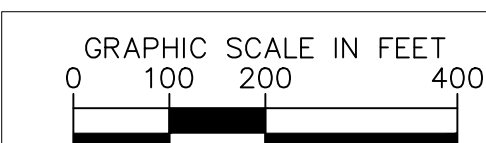
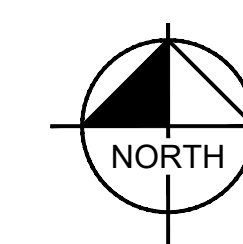
- CUT POINT DELINEATION
- NS ROW
- CSX ROW
- ADJACENT PARCELS
- ▨ VRE PURCHASE AREA

NOTES:

SEMINARY YARD SHALL MEAN THAT SET OF NON-MAINLINE TRACKS EAST OF CAMERON RUN AND JUST EAST OF SWITCHES AT APPROXIMATELY MP 10.76 AND EXTENDING EASTWARD FOR A DISTANCE OF APPROXIMATELY 1.51 MILES TO THE END OF NORFOLK SOUTHERN RAILWAY (NOW VPRA) OWNERSHIP AT MP 9.25. SEMINARY YARD IS BOUNDED BY CSXT TO THE NORTH AND EAST AND BY THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY TO THE SOUTH. FOR THE AVOIDANCE OF DOUBT, SEMINARY YARD DOES NOT INCLUDE THE CONVEYED HORN TRACK PROPERTY AND EXCLUDES THE NORFOLK SOUTHERN RAILWAY (NOW VPRA) MAINLINE TRACK, WHICH IS THE NORTHERNMOST TRACK IMMEDIATELY NORTH OF THE SEMINARY YARD. SEMINARY YARD ENDS AT CUTPOINT F JUST EAST OF MP 9.25, AND INCLUDES NO PROPERTY EAST OF THE CSXT OPERATING STATION AND CONTROL POINT CALLED "AF TOWER".

CUT POINTS ARE BASED ON COMPREHENSIVE RAIL AGREEMENT BETWEEN VPRA AND NORFOLK SOUTHERN EXECUTED IN 2024.

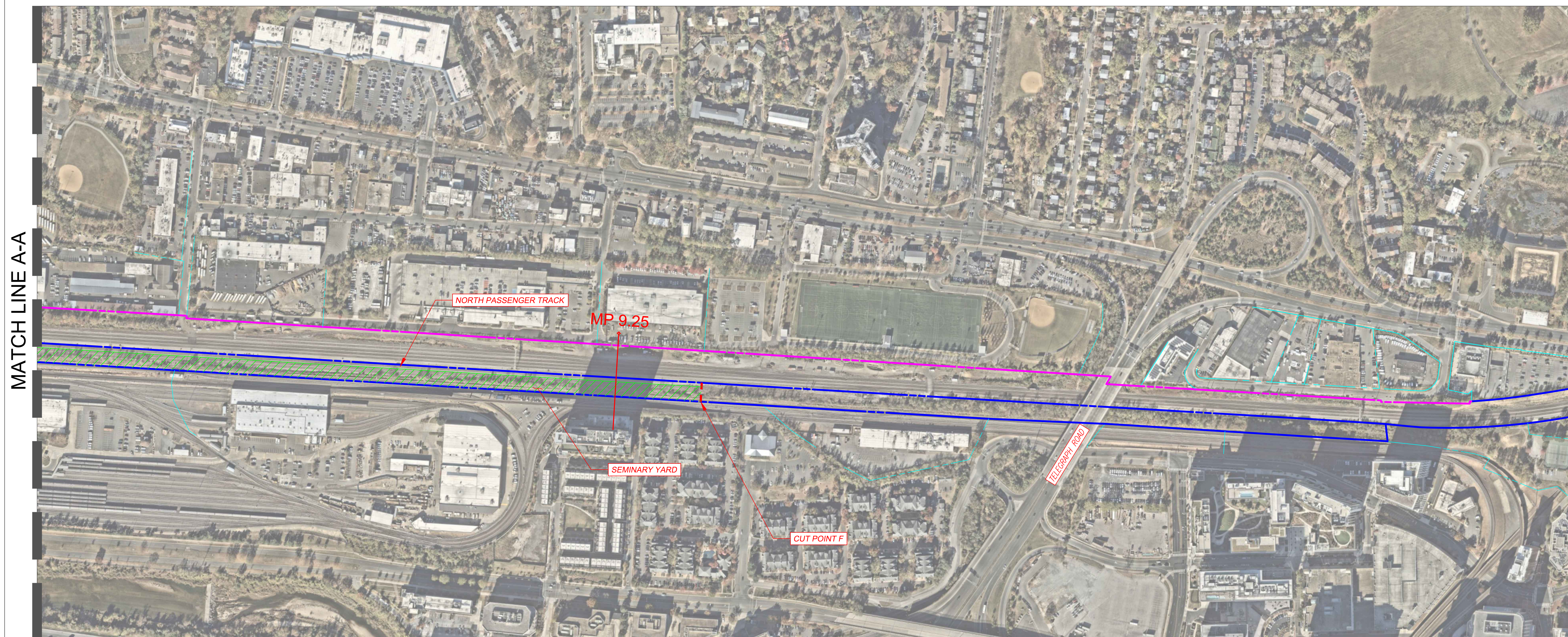
- CUT POINT E IS LOCATED AT APPROXIMATE MILE POST 10.76.
- CUT POINT F IS LOCATED AT APPROXIMATE MILE POST 9.25.
- CUT POINT H IS LOCATED AT THE DIVISION LINE BETWEEN CSX OWNERSHIP AND NS TRACK RIGHTS ALONG THE HORN TRACK.



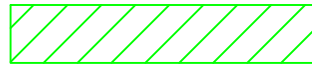
MATCH LINE A-A

EXHIBIT A-2: SEMINARY YARD CITY OF ALEXANDRIA, VA

04/01/2025



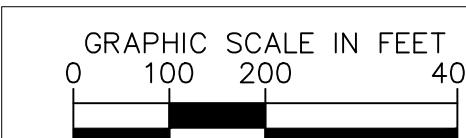
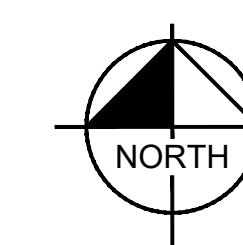
LEGEND

- CUT POINT DELINEATION
- NS ROW
- CSX ROW
- ADJACENT PARCELS
-  VRE PURCHASE AREA

NOTES:
SEMINARY YARD SHALL MEAN THAT SET OF NON-MAINLINE TRACKS EAST OF CAMERON RUN AND JUST EAST OF SWITCHES AT APPROXIMATELY MP 10.76 AND EXTENDING EASTWARD FOR A DISTANCE OF APPROXIMATELY 1.51 MILES TO THE END OF NORFOLK SOUTHERN RAILWAY (NOW VPRA) OWNERSHIP AT MP 9.25. SEMINARY YARD IS BOUNDED BY CSXT TO THE NORTH AND EAST AND BY THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY TO THE SOUTH. FOR THE AVOIDANCE OF DOUBT, SEMINARY YARD DOES NOT INCLUDE THE CONVEYED HORN TRACK PROPERTY AND EXCLUDES THE NORFOLK SOUTHERN RAILWAY (NOW VPRA) MAINLINE TRACK, WHICH IS THE NORTHERNMOST TRACK IMMEDIATELY NORTH OF THE SEMINARY YARD. SEMINARY YARD ENDS AT CUTPOINT F JUST EAST OF MP 9.25, AND INCLUDES NO PROPERTY EAST OF THE CSXT OPERATING STATION AND CONTROL POINT CALLED "AF TOWER."

CUT POINTS ARE BASED ON COMPREHENSIVE RAIL AGREEMENT BETWEEN VPRA AND NORFOLK SOUTHERN EXECUTED IN 2024.

- CUT POINT E IS LOCATED AT APPROXIMATE MILE POST 10.76.
- CUT POINT F IS LOCATED AT APPROXIMATE MILE POST 9.25.
- CUT POINT H IS LOCATED AT THE DIVISION LINE BETWEEN CSX OWNERSHIP AND NS TRACK RIGHTS ALONG THE HORN TRACK.



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EXHIBIT B-1

[SEE ATTACHED QUITCLAIM DEED]

EXHIBIT B-1

QUITCLAIM DEED

202409050047223

Prince William County, VA
09/05/2024 12:32 PM Pgs: 23
Jacqueline C Smith, Esq., Clerk
Grantor Tax: \$35,000.00



This instrument prepared by:

Joseph V. Jagdmann, VSB #25942
Senior Associate General Counsel
Virginia Passenger Rail Authority
919 E. Main Street, Suite 2400
Richmond, VA 23219

After recording return to:

Michael Westermann
General Counsel
Virginia Passenger Rail Authority
919 E. Main Street, Suite 2400
Richmond, VA 23219

Tax Parcel: Not mapped/ railway property
Consideration: \$35,000,000.00
Value: \$35,000,000.00

This Deed is exempt (i) from recordation taxes pursuant to §58.1-811.A.3 and §58.1-3315 of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to §§ 17.1-266 and 17.1-279.E.

THIS DEED, made this 3rd day of September, 2024 by and among F AE HOLDINGS NS, LLC, a Georgia limited liability company (hereinafter called FAE Holdings NS), as grantor for indexing purposes, VIRGINIA PASSENGER RAIL AUTHORITY, a political subdivision of the Commonwealth of Virginia, with a mailing address of 919 East Main Street, Suite 2400, Richmond, Virginia 23219 (hereinafter called VPRA), as grantor and grantee for indexing purposes, and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Norfolk Southern Railway) as grantor and grantee for indexing purposes;

W I T N E S E T H:

That, for and in consideration of the sum of THIRTY-FIVE MILLION AND 00/100 DOLLARS (\$35,000,000.00) and other good and valuable consideration paid by VPRA to FAE

Holdings NS, receipt of which is hereby acknowledged, FAE Holdings NS does hereby quitclaim and convey unto VPRA, and its successors, and assigns the following described Broad Run Conveyed Property in Prince William County, Virginia; to wit:

SEE **EXHIBIT A**, attached hereto and made a part hereof (hereinafter referenced as the “**Broad Run Conveyed Property**”).

For purposes of this Deed, “**CRA**” shall mean the Amended and Restated Comprehensive Rail Agreement dated as of August 29, 2024 between Norfolk Southern Railway and VPRA and that shall govern the conveyance, use and operation of the Broad Run Conveyed Property as of the Effective Date of this Deed, as the CRA is amended, restated or supplemented from time to time, and capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the CRA.

The foregoing conveyance is made, however, expressly subject to a) any conditions, restrictions, reservations, licenses, tenancies, leases, permits, privileges, agreements, covenants, encumbrances, trackage rights, reversionary rights, rights of re-entry, or easements, whether or not of record, and b) general real estate taxes for the year of closing and subsequent years not yet due and payable, and c) existing laws, orders and regulations, including applicable zoning laws and regulations, and d) rights of the public or any third party to use any roads, alleys, bridges, streets, streams, rivers, creeks and waterways passing under, across, through, or otherwise affecting the Broad Run Conveyed Property (including, without limitation, any culverts, ditches, drainage systems or other facilities affecting the Broad Run Conveyed Property, and e) all rights reserved unto Norfolk Southern Railway (or any third party under agreement with Norfolk Southern Railway) as part of this conveyance.

FURTHER, such conveyance shall include all improvements affixed to the Broad Run Conveyed Property and appurtenances, but expressly excludes:

(1) Any rail, other track material, ties, switches, turnouts, signal systems and other similar improvements that are not affixed to the Broad Run Conveyed Property, but which may be stored on the Manassas Line Conveyed Property;

(2) Any other such non-affixed personal property, trade fixtures, or equipment owned by, in the possession of, or utilized by, Norfolk Southern Railway, including without limitation locomotives, rolling stock, railroad cars, chassis, vehicles, or other moveable equipment owned by, in the possession of, or utilized by, Norfolk Southern Railway and located on the Broad Run Conveyed Property;

(3) all right, title and interest to certain current third-party agreements; and,

(4) all rights reserved to Norfolk Southern Railway with respect to the NSR Access Easement reserved herein.

FURTHER, Norfolk Southern Railway hereby reserves an exclusive, perpetual, irrevocable, assignable, divisible, licensable and transferable easement over, under, across and upon the Broad Run Conveyed Property, for the purposes of accessing the property and tracks owned by Norfolk Southern Railway adjacent to the Broad Run Conveyed Property for purposes of constructing, accessing (ingress/egress), owning, repairing, renewing, replacing, installing, operating and maintaining existing or new track and other railroad infrastructure on the property and tracks outside of the Broad Run Conveyed Property owned by Norfolk Southern Railway (the “**NSR Access Easement**”). When exercising its rights under the NSR Access Easement, Norfolk Southern Railway shall do so in a manner that complies with VPRA’s reasonable site access and work health and safety policies and procedures.

FURTHER, Norfolk Southern Railway hereby grants an exclusive, perpetual, irrevocable, assignable, divisible, licensable and transferable easement over, under, across and upon the

property shown on Exhibit A-I as “RETAINED BY NORFOLK SOUTHERN RAILWAY COMPANY,” for the purposes of accessing the Broad Run Conveyed Property for purposes of constructing, accessing (ingress/egress), owning, repairing, renewing, replacing, installing, operating and maintaining existing or new track and other railroad infrastructure on the Broad Run Conveyed Property (the “**VPRA Access Easement**”). When exercising its rights under the VPRA Access Easement, VPRA shall do so in a manner that complies with Norfolk Southern Railway’s reasonable site access and work health and safety policies and procedures.

FURTHER, VPRA agrees and, by acceptance of the Broad Run Conveyed Property conveyed herein does accept, as permanent covenants running with and touching the land that (a) the Broad Run Conveyed Property shall not be used for residential use, including without limitation homes, schools, nursing homes, recreational facilities (other than an existing recreational trail, as may be reasonably modified, or a new recreational trail that has been designed to provide protection from exposures to existing soils) and daycare centers, and (b) use of groundwater at and beneath the Broad Run Conveyed Property for any purpose other than for investigation, monitoring, or remediation of the groundwater or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities shall be prohibited.

By execution of this deed, Norfolk Southern Railway agrees to the terms of this deed, and the conditions and limitations upon the Access Easement. Further, Norfolk Southern Railway agrees that, to the extent any terms and conditions of the Access Easement conflict with the grant of easement contained in that certain deed from Norfolk Southern Railway to FAE Holdings NS intended to be recorded immediately prior to this deed, the terms of, and conditions and limitations upon, the Access Easement shall control. By acceptance of this deed, VPRA agrees to the terms and conditions stated herein.

(Signature Page to Follow)

WITNESS the following signatures and seal the day and year first above written.

By FAE HOLDINGS NS, LLC

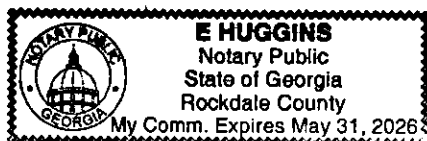
Kristi B. Glahn
Kristi B. Glahn
Real Estate Manager

STATE OF GEORGIA)
 COUNTY OF FULTON)

Before me, a Notary Public in and for the said County, personally appeared Kristi B. Glahn known to me to be the person who, as Real Estate Manager of Norfolk Southern Railway Company, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his/her free act and deed as such officer and the free and corporate act and deed of said corporation; and that he/she was duly authorized thereunto by its Board of Directors.

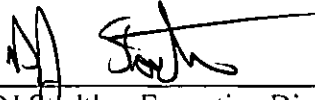
IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Atlanta, Georgia, this 3rd day of September, 2024.

My commission expires: 5/31/2026



E. Huggins
 Notary Public

VIRGINIA PASSENGER RAIL AUTHORITY

By: 
DJ Stadtler, Executive Director

STATE OF VIRGINIA)

CITY OF RICHMOND)

Before me, a Notary Public in and for the said City, personally appeared DJ Stadtler, known to me to be the person who, as Executive Director of the Virginia Passenger Rail Authority, the entity which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer and the free and corporate act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Richmond, Virginia, this 3rd day of September, 2024.

My commission expires: 10/31/2026



Notary Public



NORFOLK SOUTHERN RAILWAY COMPANY

By: Kristi B. Glahn
Kristi B. Glahn, Real Estate Manager

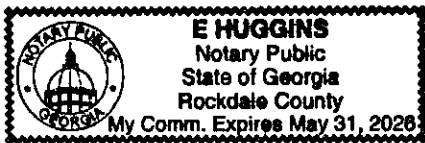
STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, a Notary Public in and for the said County, personally appeared Kristi B. Glahn, known to me to be the person who, as Real Estate Manager of Norfolk Southern Railway Company, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that she did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is her free act and deed as such officer and the free and corporate act and deed of said corporation; and that she was duly authorized thereunto by its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Atlanta, Georgia, this 3rd day of September, 2024.

My commission expires: 5/31/2026



E. Huggins
Notary Public

Exhibit A to Quitclaim Deed

BROAD RUN CONVEYED PROPERTY DESCRIPTION

ALL RIGHT TITLE AND INTEREST IN A PORTION OF RAILROAD RIGHT OF WAY LOCATED IN THE COUNTY OF PRINCE WILLIAM, COMMONWEALTH OF VIRGINIA, BEING SHOWN AS "PROPOSED VIRGINIA PASSENGER RAIL AUTHORITY OWNERSHIP, ACCESS EASEMENT TO BE RETAINED BY NORFOLK SOUTHERN RAILWAY COMPANY" ON THE PLAT **ATTACHED HERETO AS EXHIBIT "A-1" AND MADE A PART HEREOF**, CONTAINING NINE SHEETS AND TITLED "BROAD RUN CORRIDOR, NORFOLK SOUTHERN RAILWAY COMPANY, NEAR MILEPOST 36. OWNER: NORFOLK SOUTHERN RAILWAY COMPANY, CITY OF MANASSAS, VA" DRAWN BY PRECISION MEASUREMENTS, INC., DATED 31 JULY 2024. THE BROAD RUN CONVEYED PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN BOUNDARY OF THE NORFOLK SOUTHERN RAILWAY COMPANY RIGHT OF WAY NEAR PIPER LANE IN PRINCE WILLIAM COUNTY, VIRGINIA, AT APPROXIMATE STATION 1515+74.29, WITH COORDINATES NORTHING: 6949164.30 EASTING: 11,759,460.13 VIRGINIA STATE PLANE NAD83 (2011), AND THEN CONTINUING THROUGH THE NORFOLK SOUTHERN RIGHT OF WAY N 37° 16' 49" W 33.54 FEET TO A POINT LOCATED 7.00 FEET SOUTH OF THE CENTERLINE OF THE SOUTHERNMOST TRACK ON SAID LINE; THENCE FOLLOWING A LINE LOCATED 7.00 FEET SOUTH OF THE CENTERLINE OF THE SOUTHERNMOST TRACK ON SAID LINE THE FOLLOWING THREE COURSES AND DISTANCES:

N 52° 42' 59" E A DISTANCE OF 8,231.12 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 18,212.83 FEET AND AN ARC LENGTH OF 4,354.40 FEET AND A CHORD BEARING AND LENGTH OF N 59° 33' 56" E AND 4,344.03 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 16,514.22 FEET AND AN ARC LENGTH OF 829.06 FEET AND A CHORD BEARING AND LENGTH OF N 67° 51' 11" E AND 828.97 FEET TO A POINT AT APPROXIMATE **STATION 1381+57.57** AND COORDINATES NORTHING: 6,956,690.05 EASTING: 11,770,502.16, THENCE S 19° 39' 09" E 57.40 FEET TO THE SOUTHERN BOUNDARY OF NORFOLK SOUTHERN RIGHT OF WAY; THENCE GENERALLY TO THE SOUTH AND SOUTHWEST ALONG THE SOUTHERN BOUNDARY OF NORFOLK SOUTHERN RIGHT OF WAY APPROXIMATELY **12,434** FEET TO THE POINT OF BEGINNING; ALSO BEING SHOWN ON THE RAILWAY VALUATION MAPS V-2E/7, V-2E/S-7B, AND V-2E/8 ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF BY THIS REFERENCE.

THE BROAD RUN CONVEYED PROPERTY CONTAINS APPROXIMATELY 10.77 ACRES BY ESTIMATE, BUT IS CONVEYED BY THIS LEGAL DESCRIPTION, NOT BY THE ACRE.

Exhibit A-1 to Quitclaim Deed

Broad Run Conveyed Property Survey

See plat recorded as Instrument No. 202409050047222.

Exhibit B to Quitclaim Deed**Valuation Maps**

The valuation maps consist of portions of railway valuation maps V-2E/7, V-2E/S-7B and V-2E/8, inclusive, copies of which are attached hereto and made a part hereof by this reference. Copies of the valuation maps are also kept in the offices of VPRA and are of public record in the National Archives of the United States of America.

The following sheets of this Exhibit B do not depict any portion of the Broad Run Conveyed Property, but are included herein so that the entirety of each valuation map containing part of the Broad Run Conveyed Property appears herein:

05970-3

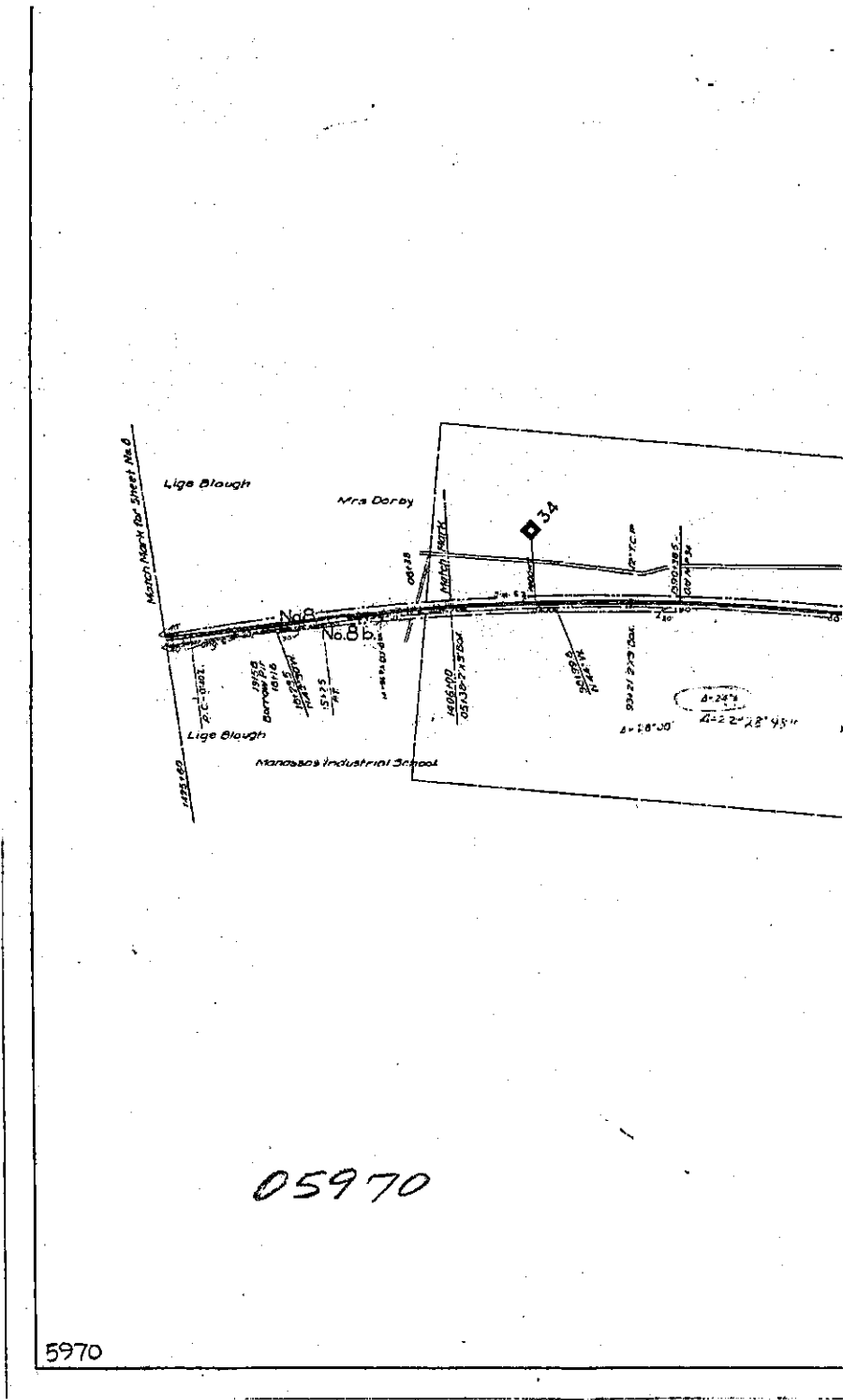
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05972-3

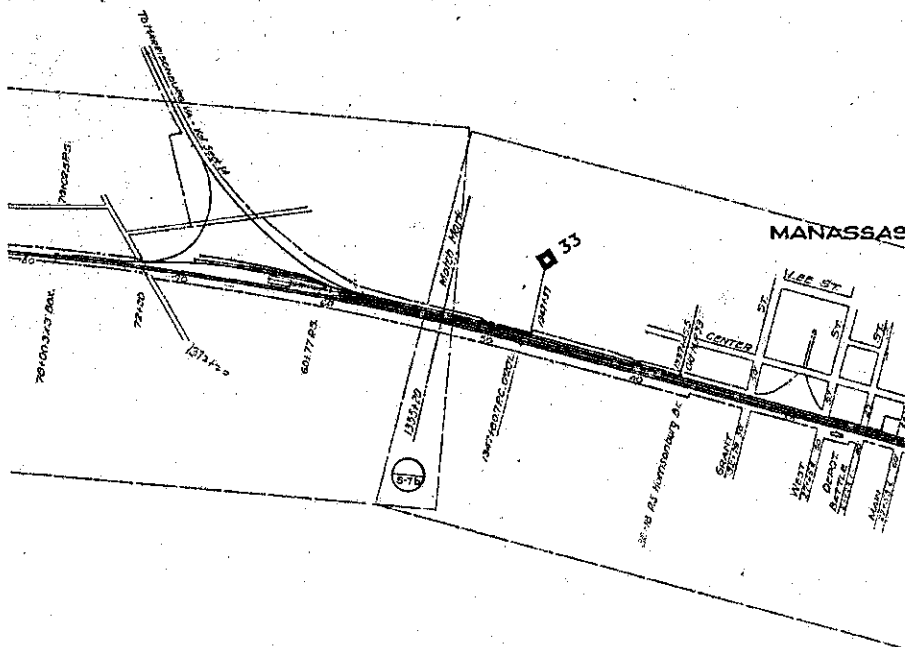
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05973-1

05973-2



PRINCE WILLIAM



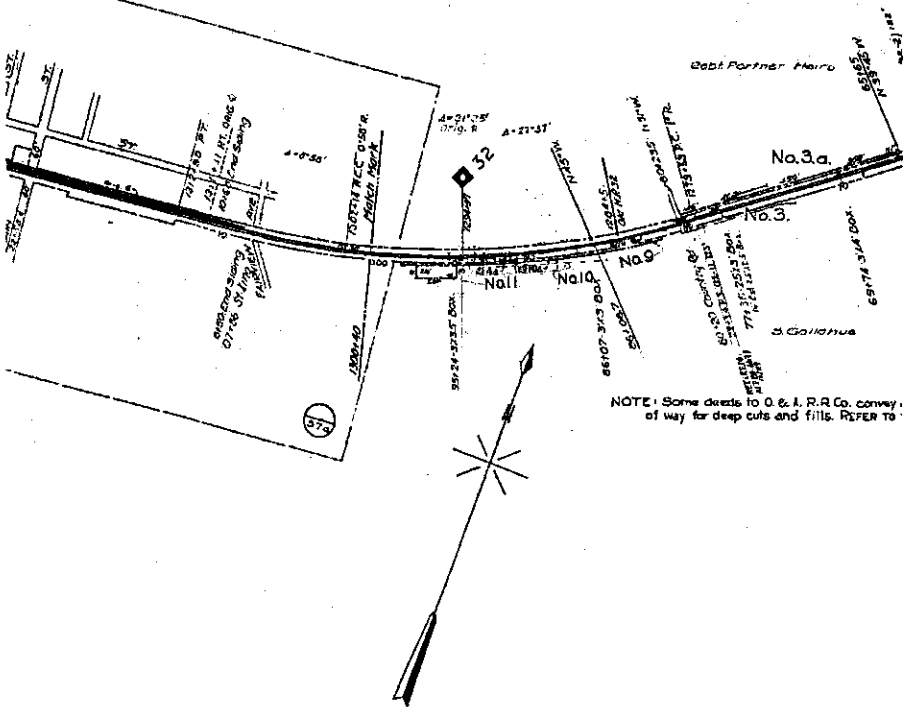
Prince William County, VA

EXHIBIT

05970-2

M. COUNTY, VA.

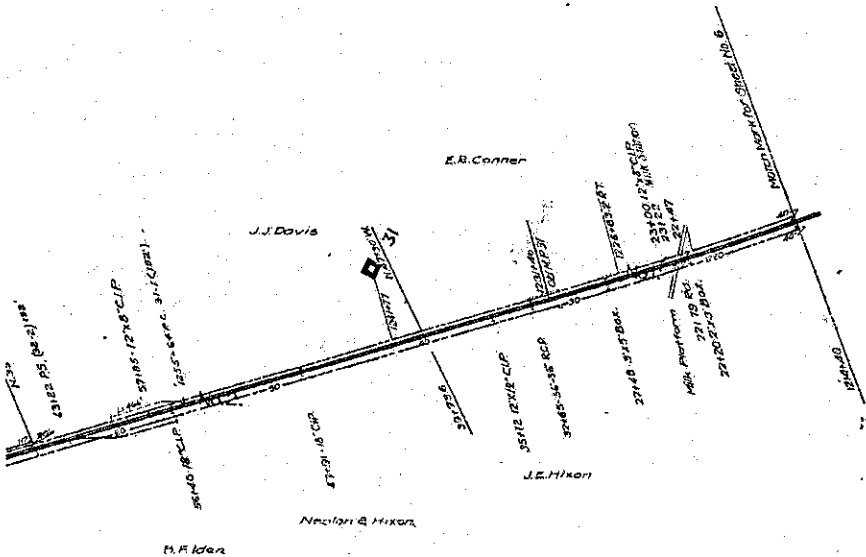
AS. VA.



Prince William County, VA

EXHIBIT

05970-3



way additional right
to the deed

TRACK NOS REFER TO ICC LIST NOS

RIGHT-OF-WAY AND TRACK MAP
SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY
WASHINGTON DIVISION
STATION 1214+40 TO STATION 1425+60
SCALE 1"=400 FT. DECEMBER 31 1927
Office of Special Engineer
Washington, D.C.



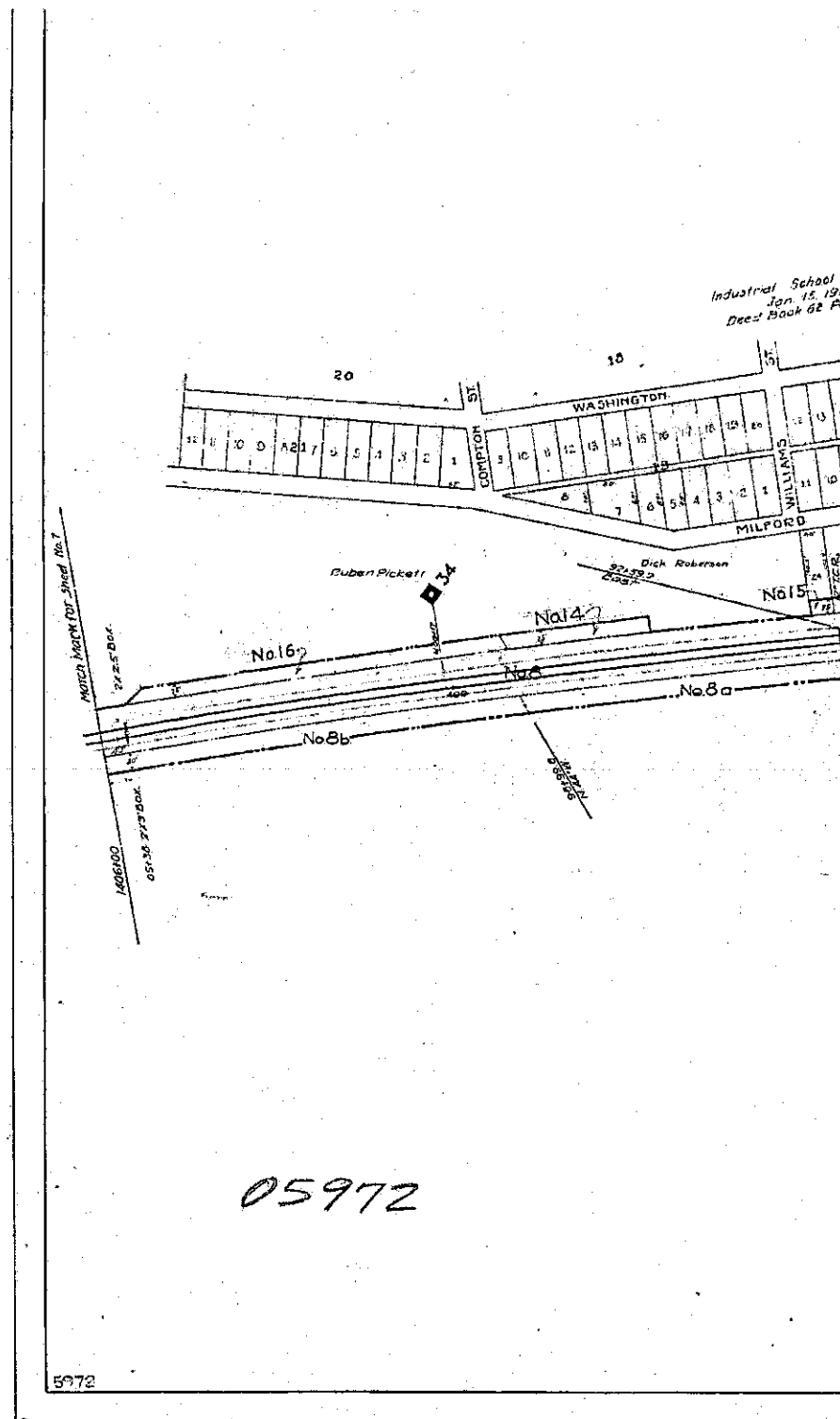
STATIONING REFERS TO ICC INVENTORY CHAINAGE 1916

Tracks corrected to December 31, 1927

Prince William County, VA

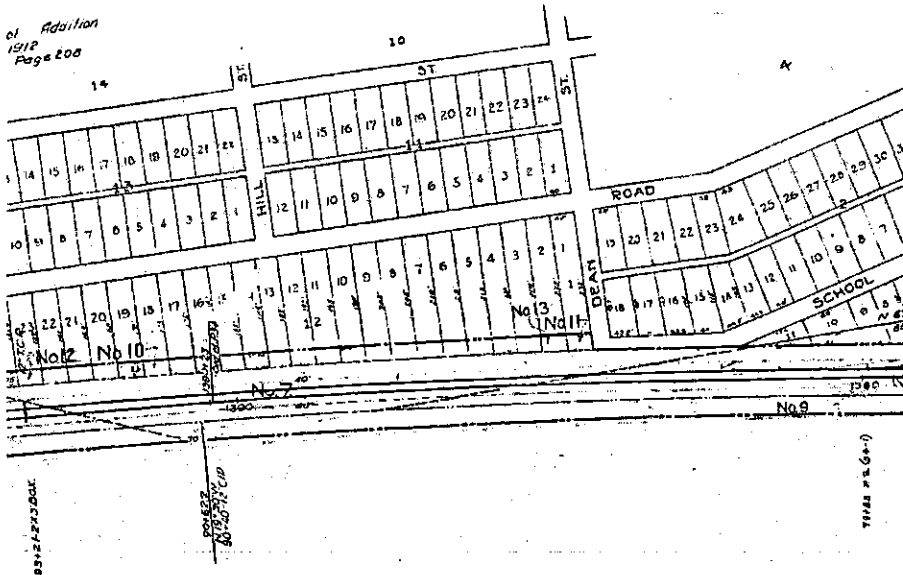
EXHIBIT

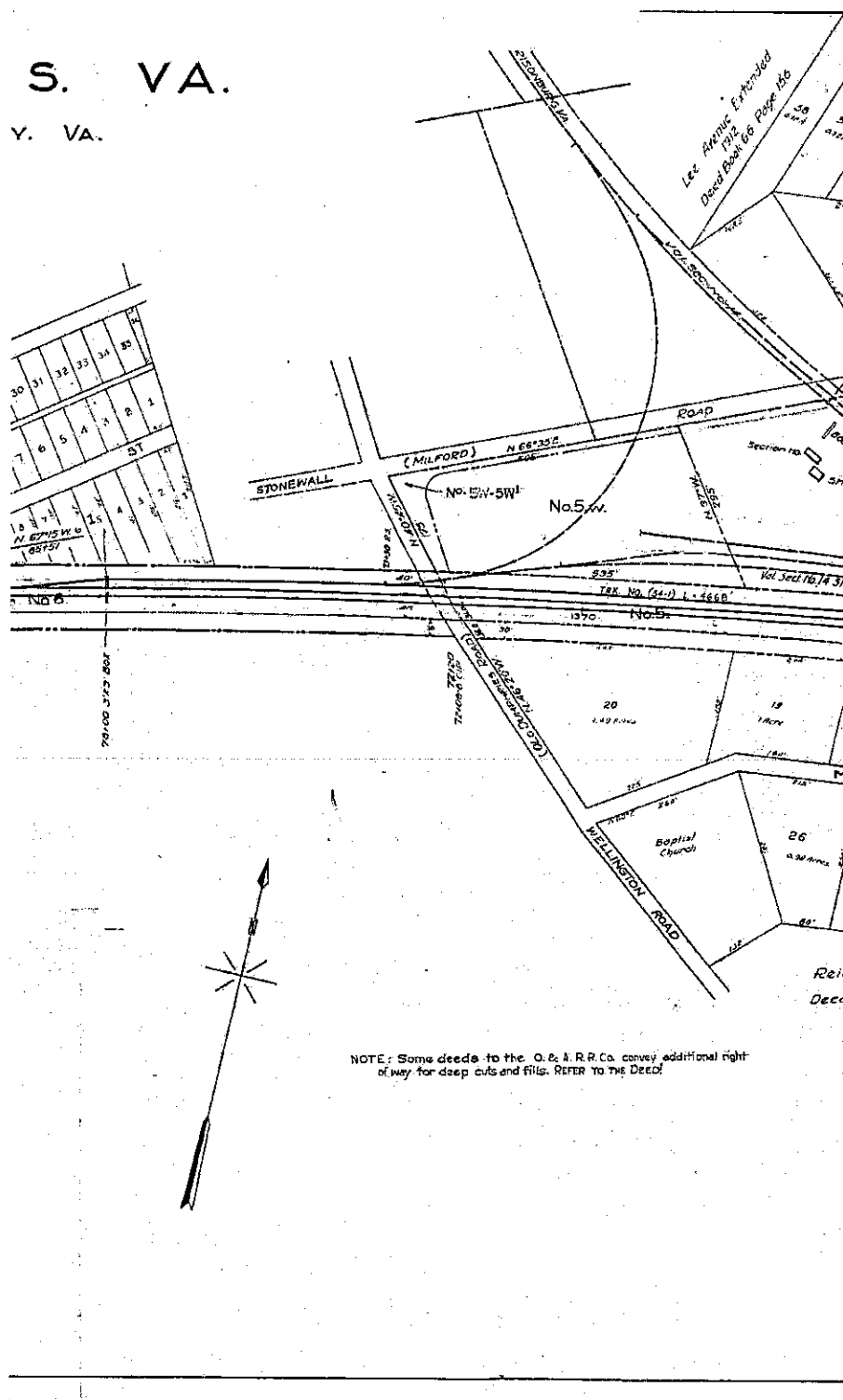
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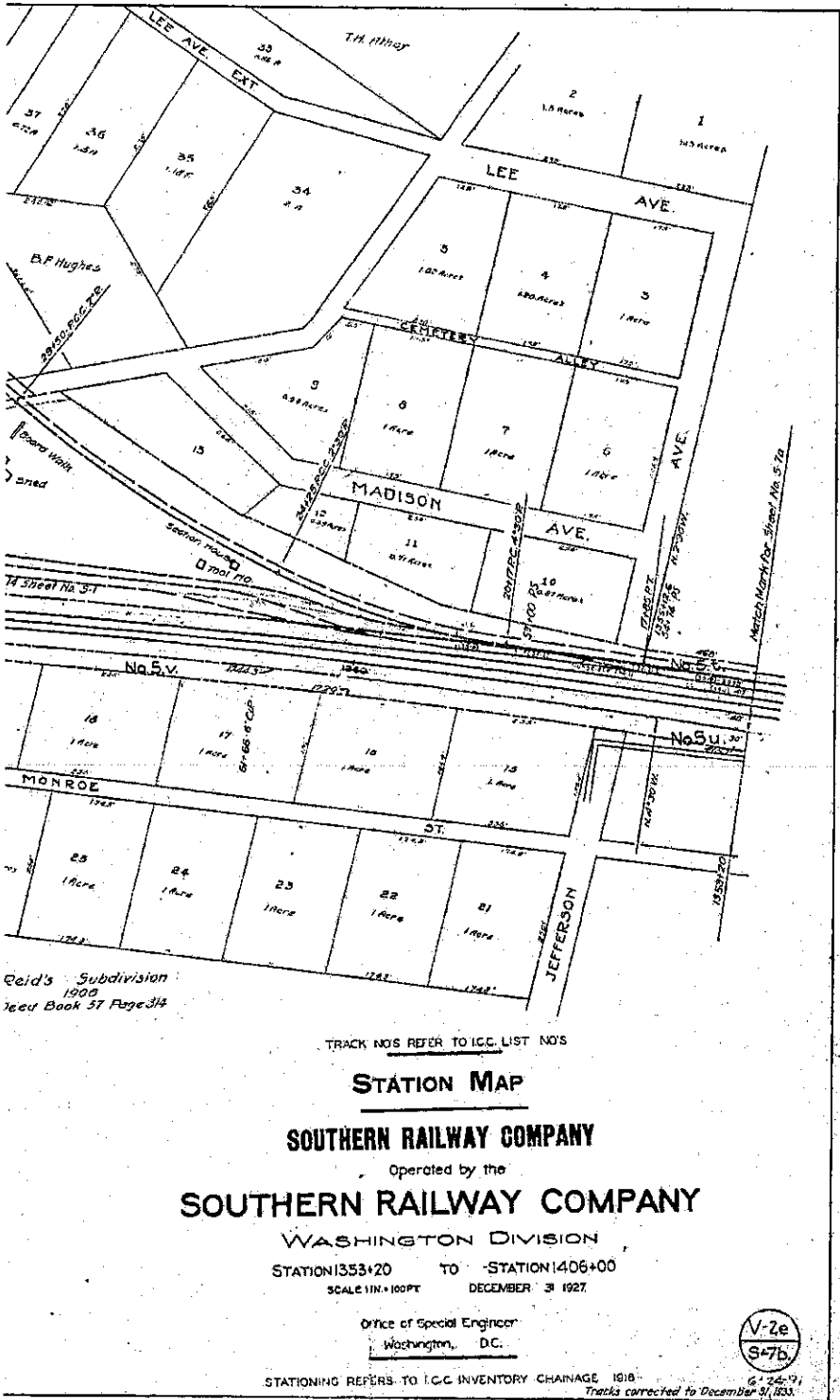


M A N A S S A S

PRINCE WILLIAM COUNTY.



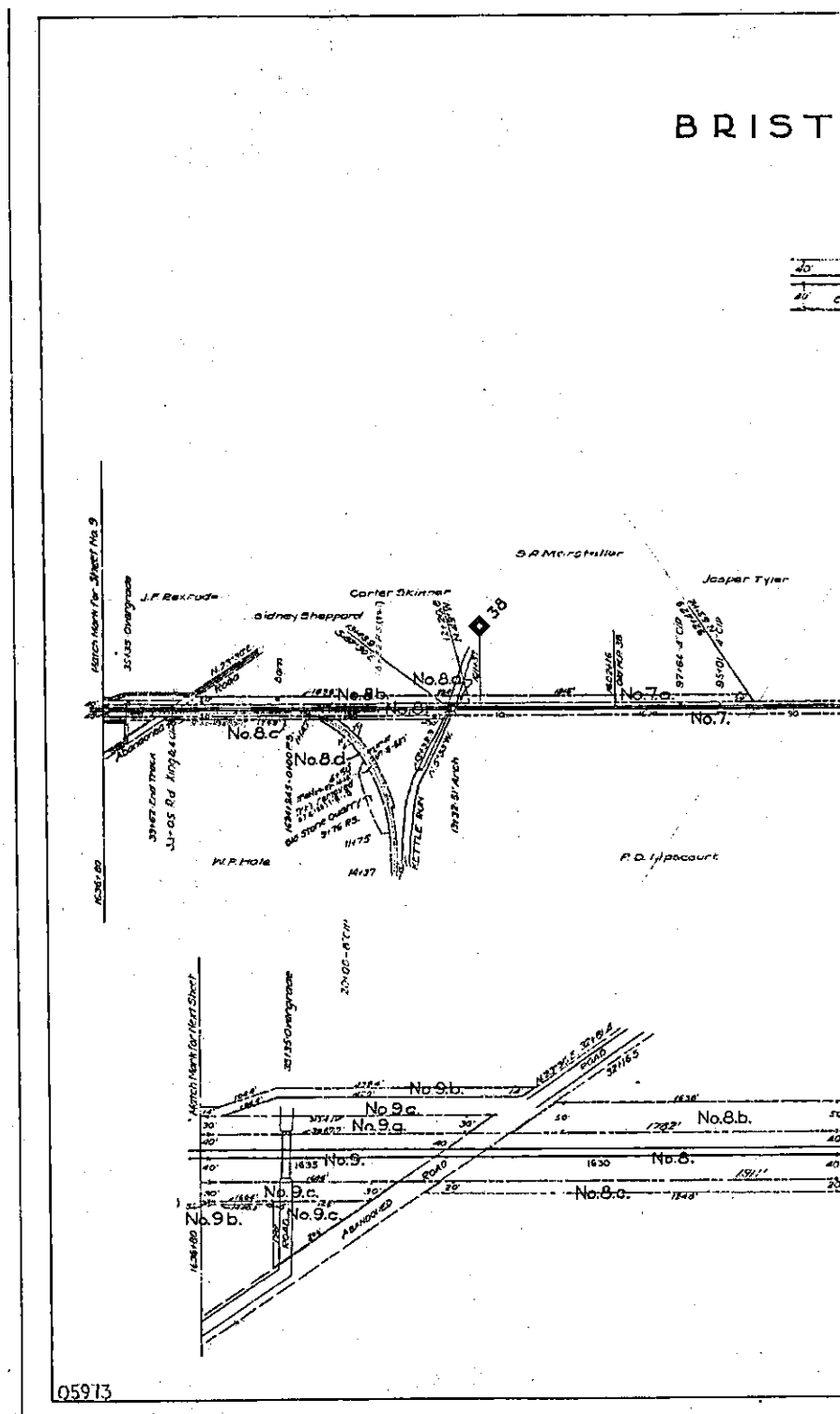




Prince William County, VA

EXHIBIT

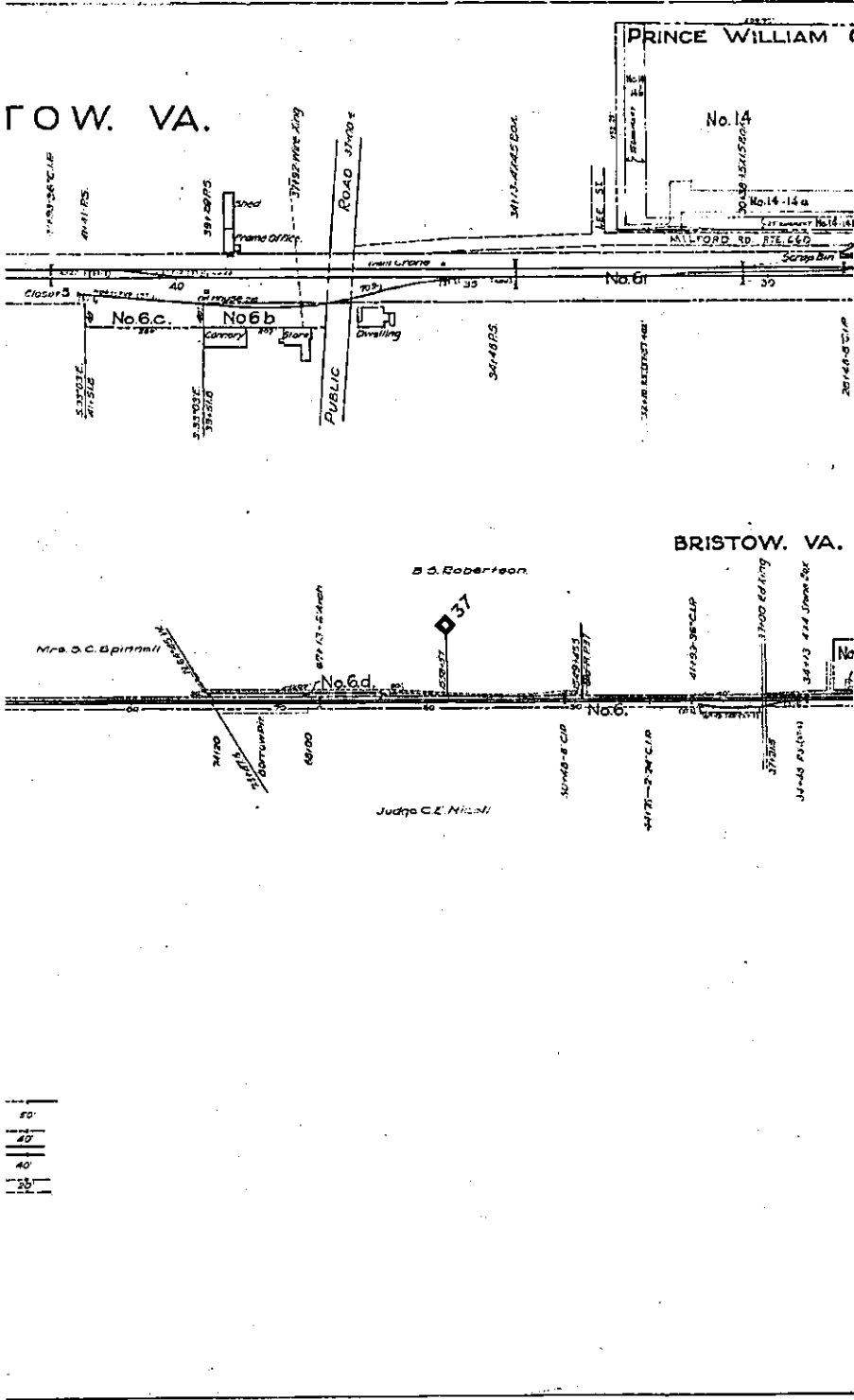
05972-4



Prince William County, VA

EXHIBIT

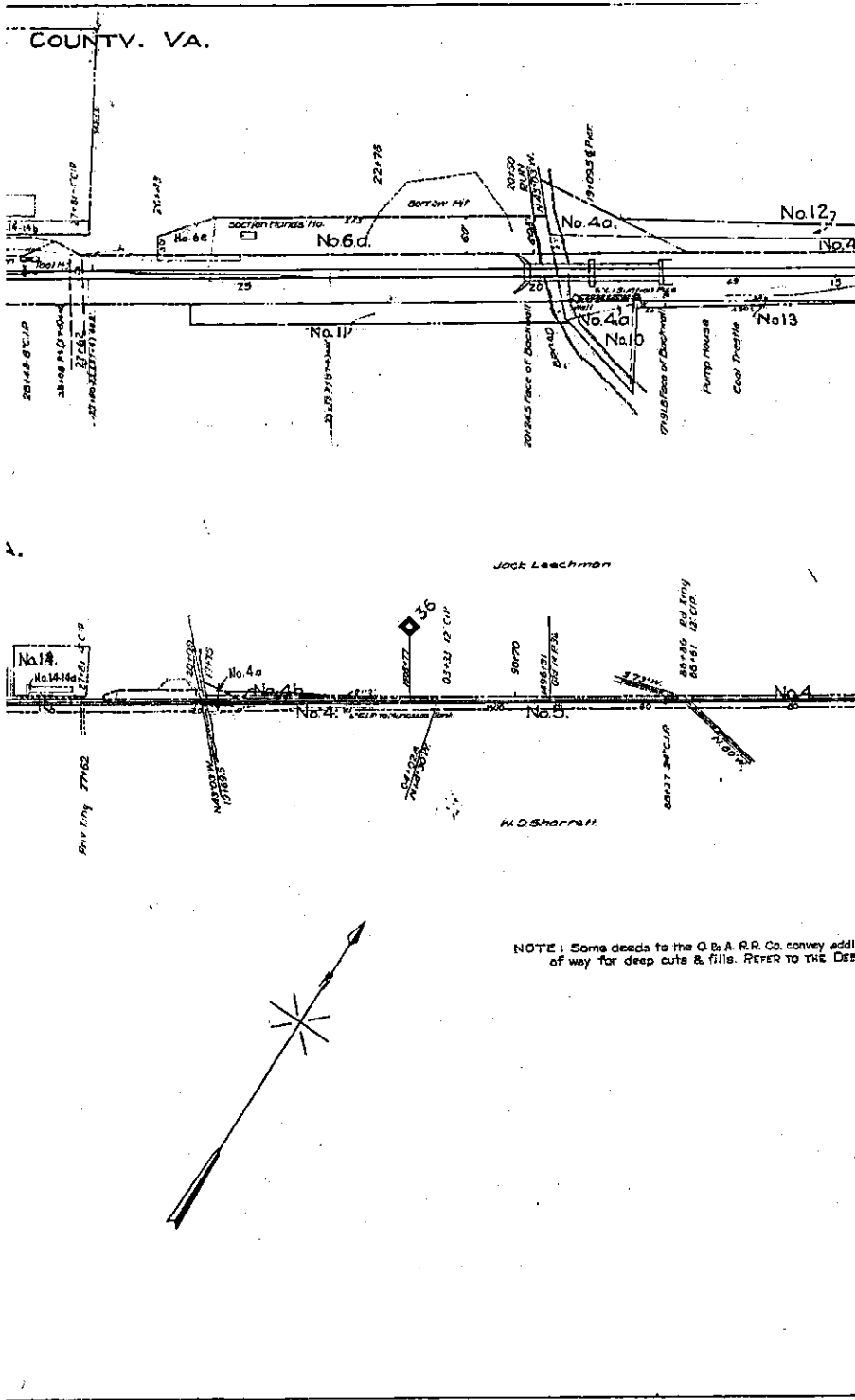
05973-1

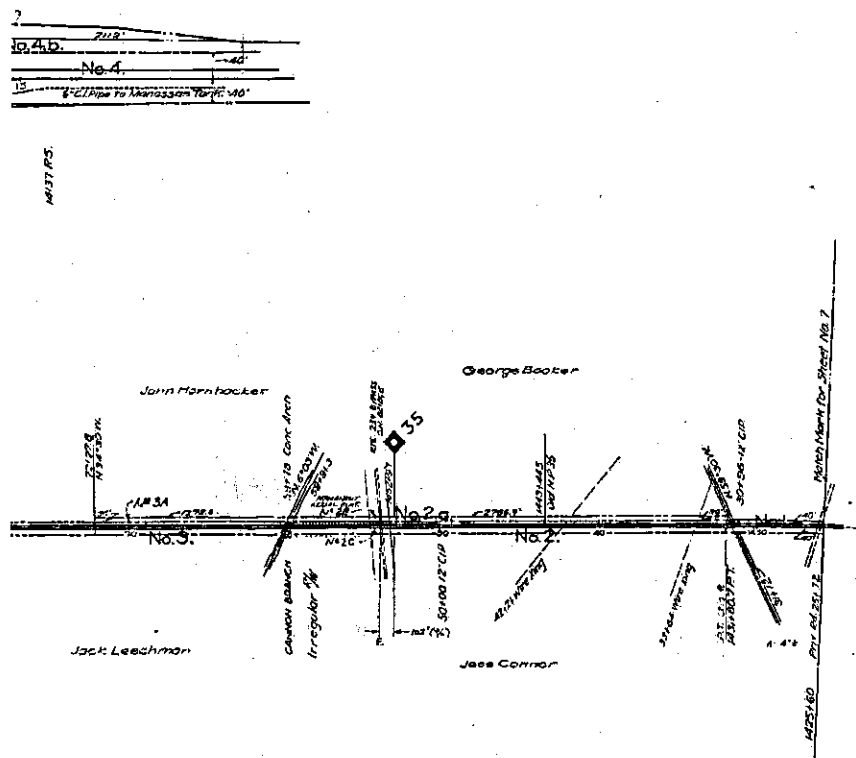


Prince William County, VA

EXHIBIT

05973-2





additional night
DEED.

TRACK NOS REFER TO ILC LIST NOS

RIGHT-OF-WAY AND TRACK MAP

'SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WASHINGTON DIVISION

STATION 1425+60 TO STATION 1636+80
SCALE 1 IN. = 400 FT. DECEMBER 31 1927.

Office of Chief Engineer
Washington, D.C.

STATIONING REFERS TO L.C.C. INVENTORY CHAINAGE 1918

1916 11-03-06 GYM
Tracks corrected to December 31, 1913.

Prince William County, VA

EXHIBIT

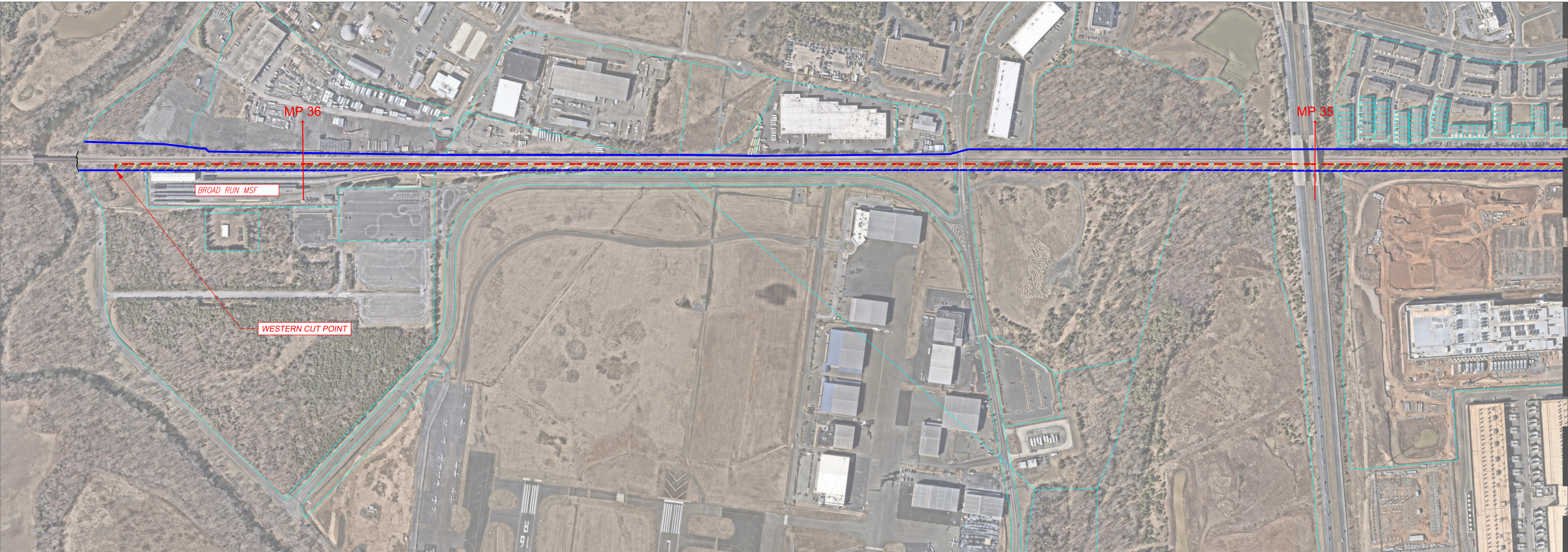
05973-4

EXECUTION VERSION

EXHIBIT B-2
BROAD RUN CORRIDOR MANASSAS, VA
[SEE ATTACHED GRAPHIC]

EXHIBIT B-2: BROAD RUN CORRIDOR MANASSAS, VA

03/31/2025



LEGEND

- CUT POINT DELINEATION
- NS ROW
- ADJACENT PARCELS
- ▨ VRE PURCHASE AREA

NOTES:
CUT POINTS AND LINE OF DIVISION ARE BASED ON COMPREHENSIVE RAIL AGREEMENT BETWEEN VPRA AND NORFOLK SOUTHERN EXECUTED IN 2024.

-THE WESTERN CUT POINT IS LOCATED APPROXIMATELY 200 FEET EAST OF THE EAST RAILROAD BRIDGE ABUTMENT OVER PIPE LANE.
-THE EASTERN CUT POINT IS LOCATED APPROXIMATELY 900 FEET WEST OF THE EDGE OF PAVEMENT AT WELLINGTON RD.
-BETWEEN THESE TWO CUT POINTS, VPRA HAS ACQUIRED THE PROPERTY FROM NS FROM A LINE 7 FEET SOUTH OF THE EXISTING SOUTHERNMOST TRACK TO THE NS PROPERTY LIMITS ON THE SOUTH SIDE OF THE CORRIDOR. NO TRACK OR TRACK RIGHTS WERE ACQUIRED IN THIS AREA.

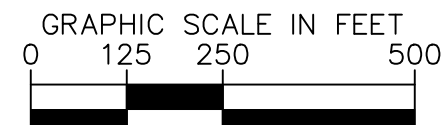
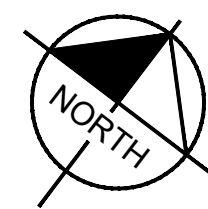
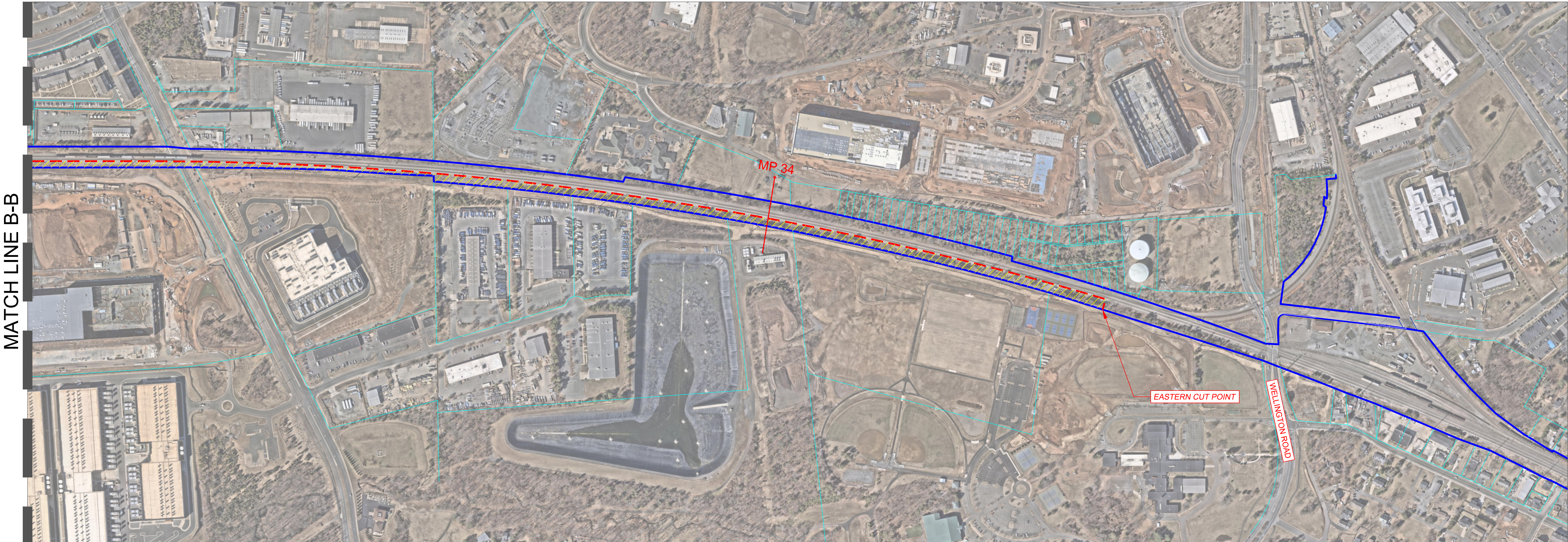


EXHIBIT B-2: BROAD RUN CORRIDOR MANASSAS, VA

03/31/2025

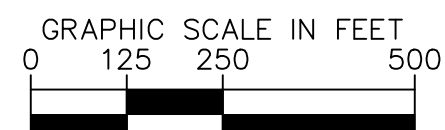
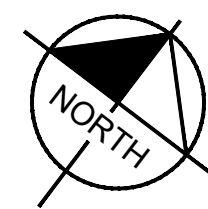


LEGEND

- CUT POINT DELINEATION
- NS ROW
- ADJACENT PARCELS
- ▨ VRE PURCHASE AREA

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-THE EASTERN CUT POINT IS LOCATED APPROXIMATELY 900 FEET WEST OF THE EDGE OF PAVEMENT AT WELLINGTON RD.
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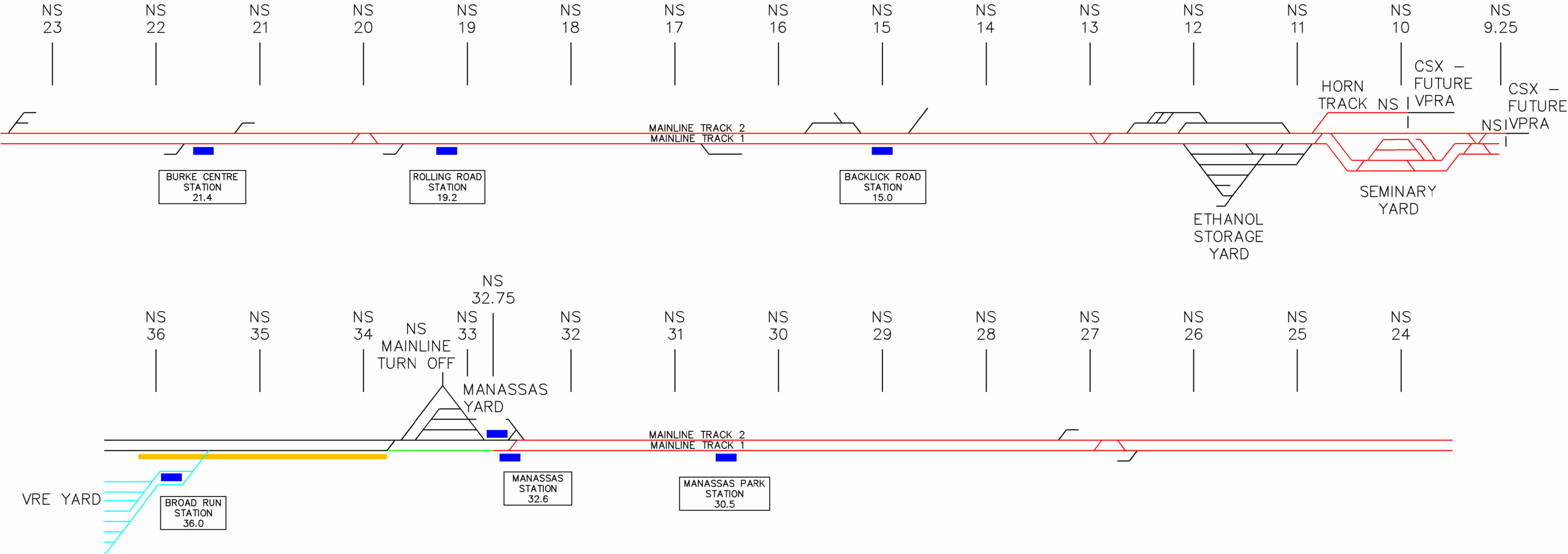
EXECUTION VERSION

EXHIBITS C-1

NORFOLK SOUTHERN – MANASSAS SEGMENT

[SEE ATTACHED SCHEMATIC]

EXHIBIT C-1 NORFOLK SOUTHERN - MANASSAS SEGMENT



NORFOLK SOUTHERN
MANASSAS LINE

4/1/2025

Sheet 1 of 1

LEGEND

EXCLUDED FREIGHT TRACK

TRACK EASEMENT BY VPRA

TRACK ACQUIRED BY VPRA

LAND ACQUIRED BY VPRA

VRE TRACK

EXISTING PASSENGER STATION

TURNOUT

* SCHEMATIC NOT DRAWN TO SCALE

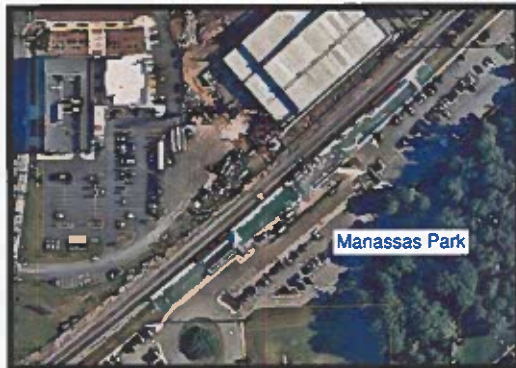
** ALL ANCILLARY SIDETRACKS IF NOT SHOWN ON GRAPHIC ARE EXCLUDED FREIGHT TRACK

EXECUTION VERSION

EXHIBIT C-2
VRE STATION SITES
[SEE ATTACHED AERIAL GRAPHICS]

EXHIBIT C-2

VRE Station Sites



Station	Length (ft)	Area (sf)	Area (ac)
Backlick Road	406	15,475	0.36
Rolling Road	672	50,764	1.17
Burke Centre	689	26,942	0.62
Manassas Park	709	28,709	0.66
Manassas	403	15,369	0.35

