

AMENDMENT NO. 3 TO COMPREHENSIVE RAIL AGREEMENT

This amendment (“**Amendment No. 3**”) is dated January 31, 2024, and is between the Virginia Passenger Rail Authority (“**VPRA**”), a political subdivision of the Commonwealth of Virginia, and CSX Transportation, Inc. (“**CSXT**”), a Virginia corporation.

RECITALS

WHEREAS, CSXT entered into a comprehensive rail agreement (the “**CRA**”) with the Virginia Department of Rail and Public Transportation (“**DRPT**”) dated March 26, 2021; and

WHEREAS, on April 14, 2021, the Parties entered into a first amendment to the CRA titled “Closing Amendment”; and

WHEREAS, § 22.1 of the CRA permits DRPT to assign the CRA to VPRA, and on June 28, 2021, DRPT did in fact assign the CRA to VPRA under an assignment agreement (the “**Assignment Agreement**”); and

WHEREAS, on February 24, 2023, the Parties entered into a second amendment to the CRA titled “Amendment No. 2”; and

WHEREAS, § 4.9 of the CRA permits VPRA to prepare certain optional Surveys by a Survey Deadline; and

WHEREAS, due to limited staffing resources and other causes, VPRA may be unable to prepare the Surveys by the Survey Deadline and the Parties now wish to modify the CRA a third time to extend the Survey Deadline under § 4.9, and to modify the Survey Requirements set forth in Exhibit C-4.

AMENDMENT

NOW THEREFORE, the Parties agree to amend the CRA as follows.

1. Section 4.9 of the CRA is hereby deleted in its entirety and replaced with the following language:

4.9 Surveys; Deeds of Confirmation. DRPT may elect to have plats of surveys prepared by one or more certified land surveyors licensed in Virginia to establish definitively, and to confirm the accuracy of, the boundary lines of Segment 1 (or portions thereof identified by DRPT) as set forth on the Enhanced Valuation Maps (the “**Surveys**”). Such Surveys shall be submitted to CSXT no later than ~~February 28, 2024~~ **February 28, 2026** (the “**Survey**”).

Deadline”), provided that DRPT shall be entitled to a one-week extension of the Survey Deadline for each calendar week (measured as Sunday through Saturday) between February 28, 2023 and February 28, ~~2024~~**2026** for which CSXT does not provide a flagman to VPRA for at least one full eight-hour workday in support of the Survey preparation work. Each Survey shall be prepared in compliance with the minimum requirements set forth in **Revised** Exhibit C-4 (**Modified Survey Requirements**) and such other requirements as DRPT may deem appropriate. As the Surveys are prepared in accordance such requirements, DRPT shall submit copies of such Surveys to CSXT for its approval, which approval shall not be unreasonably withheld, conditioned or delayed; *provided*, that ~~(i) any Survey submitted to CSXT prior to December 16, 2023 that is not approved or rejected within 180 days of receipt of such Survey shall be deemed approved, and (ii) any Survey submitted to CSXT after December 16, 2023 and prior to the Survey Deadline that is not approved or rejected within 150 days of receipt of such Survey shall be deemed approved~~ However, if a submitted Survey conflicts with any previously approved Surveys, the previous approval will be deemed rescinded, and the new Survey as well as the impacted Survey(s) shall be subject to approval by CSXT within 180 days of receipt of the submitted Survey. Upon CSXT’s approval (or resolution of any Dispute concerning approval pursuant to ARTICLE 24 (*Dispute Resolution*) of this Agreement) of any of the Surveys submitted by DRPT, the Parties shall enter into a deed of confirmation for the portion or portions of Segment 1 shown on such Surveys in the form attached **(i) to this Amendment No. 3 as Revised** Exhibit C-5 (*Form of Deed of Confirmation (for Rail Corridor Easement (VA))*), **or (ii) in the form attached to the CRA as** Exhibit C-5A (*Form of Deed of Confirmation for Springfield Flyover Easement*) or Exhibit C-5B (*Form of Deed of Confirmation for Rail Corridor Easement (DC)*), as appropriate (each, a “**Deed of Confirmation**” and, collectively, the “**Deeds of Confirmation**”), confirming, establishing or modifying the boundary lines of Segment 1 as described in the Enhanced Valuation Maps, or the portion or portions thereof covered by such Surveys, to conform to the boundary lines shown by the Surveys, and effecting a conversion of the Passenger Easement over such portion(s) of Segment 1, other than the Springfield Flyover, to such right, title or interest therein as CSXT may have, subject to all of the covenants, restrictions, terms and conditions set forth in the Deed of Confirmation. The Parties agree that multiple Deeds of Confirmation may be executed on a rolling basis as Surveys are submitted and approved for portions of Segment 1; *provided*, that CSXT is not required to review or approve any Survey that was initially submitted to it after the Survey Deadline – but CSXT shall review for approval any Survey re-submitted by DRPT after the Survey Deadline to correct inaccuracies or disputed aspects of such Survey, as long as it was initially submitted to CSXT prior to the Survey Deadline.

2. Exhibit C-4 (*Survey Requirements*) is hereby deleted in its entirety and replaced with the document attached hereto titled “**Revised Exhibit C-4 (Modified Survey Requirements)**”.
3. In accordance with the Assignment Agreement, all references to DRPT within the “Amendment” portion of this Amendment No. 3 shall refer to VPRA.

4. Any capitalized terms used in this Amendment No. 3 and not otherwise defined herein shall have the meanings ascribed to the same terms within the CRA.
5. All other terms and conditions of the CRA not changed by this Amendment No. 3 remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

VIRGINIA PASSENGER RAIL AUTHORITY

DocuSigned by:
By: 
C0D69C9037AD424...

Name: **DJ STADTLER**

Title: **VPRA EXECUTIVE DIRECTOR**

Date: 1/31/2024

[VPRA SIGNATURE PAGE TO CRA AMENDMENT NO. 3]

CSX TRANSPORTATION, INC.

By: _____

Name: **CHRISTINA W. BOTTOMLEY**

Title: **VICE PRESIDENT - REAL ESTATE & INDUSTRIAL
DEVELOPMENT**

Date: 2-9-24_____

[CSXT SIGNATURE PAGE TO CRA AMENDMENT NO. 3]

REVISED EXHIBIT C-4

MODIFIED SURVEY REQUIREMENTS

1. A boundary line survey of Segment 1 shall be based on relevant source title documents in accordance with 18VAC10-20-370 (Minimum standards and procedures for land boundary surveying practice), with the delineation between Segment 1 and the Retained RF&P Corridor, showing distance from nearest track to the delineation and to the outer boundary of Segment 1.
2. All existing tracks improvements on Segment 1 and on the Retained RF&P Corridor should be shown on the Survey. Distance between the outer-most track within Segment 1 and the Segment 1 exterior boundary should be shown.
3. Passenger facilities (stations, platforms, walkways, etc.) on Segment 1 or closely abutting Segment 1 should be shown on the Surveys. Setback from nearest track for each such improvement should be shown.
4. All property owned by VPRA and located on Segment 1 or on the Retained RF&P Corridor should be shown.
5. Surveys may rely on existing monuments, provided that any additional monuments set by VPRA's surveyors on the Segment 1 exterior boundary must be set with disks in concrete with rebar, and any monuments set on the New Line of Division must be set with rebar.
6. Monument references on the Surveys should be in state plane coordinates and enough monuments placed so the alignment can be re-established readily.
7. Coordinate system to be in Virginia State Plane NAD83(2011).
8. Upon request by CSXT, VPRA shall provide copies of any and all work product generated by the surveyors in preparing the Surveys.
9. Survey deliverables shall be provided via hardcopy and a GIS geodatabase with track line information and projection information, preferably ESRI format or compatible, including but not limited to assets and boundary information.
10. To facilitate the review and approval process, all legal descriptions with corresponding surveys along with a CADD file should be provided in survey parcels corresponding to the Segment 1 property or portion thereof within each jurisdiction being conveyed to VPRA by each Deed of Confirmation.

11. Surveys shall use the center boundary line shown on all Segment 1 deeds, which shall be platted on the Surveys, shall be identified on the Surveys as the “New Line of Division”, and shall be tied to monumentation. Surveys shall use the New Line of Division, together with cut points based on valuation map stationing located at or near the jurisdictional boundary lines (*i.e.*, city/county lines), to establish the metes and bounds of Segment 1. However, the exterior boundary line of Segment 1 shall be identified by platted metes and bounds established in accordance with the relevant source documents.
12. Surveys will be used to establish the exterior boundary line of only Segment 1 (*i.e.*, the portion of the RF&P Corridor that is conveyed to VPRA) and not the exterior boundary line of the Retained RF&P Corridor. In addition, each Survey plat shall not show measurements on the Retained RF&P Corridor, and shall contain the following language:

to the extent that any information shown hereon conflicts with CSXT property records, this plat does not indicate that CSXT abandons, releases, or otherwise relinquishes any interest in property located outside of the property to be conveyed to VPRA pursuant to the Deed of Confirmation to be recorded with this plat
13. For each siding project listed in Exhibit E-1 to the CRA (*i.e.*, R10B, R13C, R13D, R7A, R9A, R13B), the Party leading construction of each such project agrees to cause the relevant construction contractor to deliver as a condition to final acceptance of the project a set of plan documents that reflect all changes made in the relevant drawings and specifications during the construction process, and show the dimensions, geometry, and location of the elements of the work completed as part of the corresponding siding project. Such efforts will be funded by VPRA as a project cost.

REVISED EXHIBIT C-5

Upon recordation return to:

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

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

NOTE TO CLERK: This deed of confirmation confirms the conveyance of a portion of the property described in the Original Deed referenced below and is exempt from recording taxes pursuant to Section 58.1-810 of the Code of Virginia (1950), as amended, on the grounds that the recording tax was paid at the time of recordation of the Original Deed.

DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION (this “Deed of Confirmation”) is made this ____ day of _____, 202_ 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 PASSENGER RAIL AUTHORITY**, a political subdivision 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, by Deed dated March 24, 2021, recorded in the recording offices in Virginia identified in Exhibit B attached hereto (the “Original Deed”), Grantors conveyed unto Virginia Department of Rail and Public Transportation (“DRPT”) all of the Grantors’ right, title and interest, if any, in and to certain real property described therein, including the “Passenger Rail Easement” over, across and upon the “Passenger Rail Corridor” [and including the “Passenger Facilities,”]¹ as such terms are defined in the Original Deed (all capitalized terms

¹ This clause and all other applicable bracketed clauses should be included only if the Survey discloses that a portion of the Passenger Facilities is located on the Freight Rail Corridor adjacent to this portion of the Passenger Rail Corridor. If any Passenger Facilities are

used in this Deed of Confirmation and not otherwise defined herein shall have the respective meanings set forth in the Original Deed);

WHEREAS, DRPT conveyed the Passenger Rail Easement and the Passenger Facilities to Grantee, among other real property interests, by Deed dated June 28, 2021, recorded in the aforesaid recording offices;

WHEREAS, the Original Deed described the Passenger Rail Corridor by reference to various Enhanced Valuation Maps identified in the Original Deed, including the Enhanced Valuation Maps identified in Exhibit C attached hereto relating to the portion of the Passenger Rail Corridor shown thereon (the “Original Deed Valuation Maps”),² rather than by a current plat of survey, it being contemplated that one or more deeds of confirmation would be executed and recorded thereafter to confirm, establish or modify the boundary lines of the Passenger Rail Corridor as Grantee obtained current plats of survey delineating such boundary lines and that the Grantee’s interest in the portion or portions of the Passenger Rail Corridor described by such plats of survey would be converted from the Passenger Rail Easement to whatever interest (fee simple or otherwise) Grantors may own in such portion of the Passenger Rail Corridor, subject to all of the other reservations, restrictions, terms and conditions set forth in the Original Deed;

[**WHEREAS**, the Original Deed described the Passenger Facilities by reference to various maps attached to the Original Deed, including Sheet S-[] relating to the Passenger Facilities shown thereon (the “Original Deed Passenger Facilities Map”) rather than by a current plat of survey, it being contemplated that one or more deeds of confirmation would be executed and recorded thereafter to confirm, establish or modify the boundary lines of the Passenger Facilities as Grantee obtained current plats of survey delineating such boundary lines, subject to all of the other reservations, restrictions, terms and conditions set forth in the Original Deed;]

WHEREAS, the Parties now desire to confirm, establish or modify the boundary lines of the portion of the Passenger Rail Corridor shown on the Original Deed Valuation Maps [and the boundary lines of the Passenger Facilities] so as to conform to the boundary lines shown on the plat of survey attached hereto as Exhibit D (the “Survey”) and to confirm that the interest of Grantee in such portion of the Passenger Rail Corridor conveyed by the Original Deed has converted from the Passenger Rail Easement to whatever interest (fee simple or otherwise) Grantors may own in such portion of the Passenger Rail Corridor, without payment of additional consideration, subject to all of the other reservations, restrictions, terms and conditions set forth in the Original Deed.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby confirm and agree as follows:

- (1) the boundary lines of the portion of the Passenger Rail Corridor shown on the Original Deed Valuation Maps are hereby confirmed, established and (if applicable) modified to be the boundary lines of the Passenger Rail Corridor set forth on the Survey, which Survey is hereby substituted for the Original Deed Valuation Maps referenced in and recorded with the Original Deed;

located entirely within this portion of the Passenger Rail Corridor, there is no need to confirm their boundary lines separately from the Passenger Rail Corridor boundary lines.

² If this deed relates to a portion of the Passenger Rail Corridor that is shown on only one Original Deed Valuation Map and/or only one Survey, appropriate changes will be made to reflect the same.

(2) [the boundary lines of the Passenger Facilities shown on the Original Deed Passenger Facilities Map are hereby confirmed, established and (if applicable) modified to be the boundary lines of the Passenger Facilities set forth on the Survey, which Survey is hereby substituted for the Original Deed Passenger Facilities Map referenced in and recorded with the Original Deed;]

(3) the Grantors hereby convey by quitclaim unto Grantee, its successors and assigns, all of Grantors' right, title and interest, if any, in and to the portion of the Passenger Rail Corridor shown on the Survey [and in and to the Passenger Facilities shown on the Survey], it being the intent of this Deed of Confirmation that Grantors are hereby conveying all of their right, title and interest in Grantor's rail corridor on Grantee's side of the New Line of Division (as shown on the Survey) [except for the "Retained Parcels" identified on Exhibit E]³, but subject to all of the exclusions, reservations, restrictions, covenants, terms and conditions set forth in the Original Deed;

(4) to the extent that any portion of the Passenger Rail Corridor shown on the Original Deed Valuation Maps is not situated within the boundaries of the Passenger Rail Corridor as described on the Survey, Grantee hereby conveys by quitclaim unto Grantors, their successors and assigns, all of Grantee's right, title and interest, if any, in and to each such portion of the Passenger Rail Corridor;

(5) [to the extent that any portion of the Passenger Facilities shown on the Original Deed Passenger Facilities Map is not situated within the boundaries of the Passenger Facilities as described on the Survey, Grantee hereby conveys by quitclaim unto Grantors, their successors and assigns, all of Grantee's right, title and interest, if any, in and to each such portion of the Passenger Facilities;]

(6) Grantors and Grantee hereby confirm that the interest of Grantee in the portion of the Passenger Rail Corridor described in the Survey has converted from the Passenger Rail Easement to whatever interest (fee simple or otherwise) Grantors may own in such portion of the Passenger Rail Corridor immediately preceding the recordation of this Deed of Confirmation;

(7) this Deed of Confirmation and the foregoing provisions hereof shall not affect (a) the grant by the Grantors to the Grantee of the Springfield Flyover Easement and the Subordinate Passenger Rail Easement, in each case pursuant to the Original Deed, except to the extent that any modification of the boundary lines of the Passenger Rail Corridor [or the Passenger Facilities] pursuant to this Deed of Confirmation may affect the same, or (b) any portion or portions of the Passenger Rail Corridor [and any Passenger Facilities] not described in the Survey; and

(8) the Grantee's right, title and interest in the Passenger Rail Corridor [and the Passenger Facilities], as confirmed or modified by this Deed of Confirmation, shall continue to be subject to all of the exclusions, reservations, restrictions, covenants, terms and conditions set forth in the Original Deed, including (without limitation) the exclusion of the Excluded Property, the CSXT Easement, the Reserved Corridor Rights, the Rail Corridor Encumbrances, the disclaimer as to warranty of title, the Restrictive Covenants and the reservation by RF&P Railway of certain rights and interests in the Grantors' Retained Interest.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

³ This clause and all other applicable bracketed clauses should be included only if Grantor is retaining parcels on Grantee's side of the New Line of Division. In that case, the Retained Parcels should be described in Exhibit E.

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 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: _____

ATTEST: _____
Secretary

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

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

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by
_____, as _____ 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 PASSENGER RAIL AUTHORITY, a
political subdivision of the Commonwealth of Virginia

By: _____
Print Name: _____
Print Title: Executive Director

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202_,
by _____, as Executive Director of the 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 Parcel(s)
Exhibit B	Recording Offices for Original Deed
Exhibit C	List of Original Deed Valuation Maps
Exhibit D	Survey
[Exhibit E	Retained Parcels]

EXHIBIT A

TAX PARCEL(S)

Jurisdiction	Tax Parcel(s)

EXHIBIT B

RECORDING OFFICES FOR ORIGINAL DEED

The Clerk's Office the Circuit Court of each of the following cities and counties in the Commonwealth of Virginia:

Jurisdiction	Recording Information
Arlington County	
City of Alexandria	
Fairfax County	
Prince William County	
Stafford County	
City of Fredericksburg	
Spotsylvania County	
Caroline County	
Hanover County	
Henrico County	
City of Richmond	
Chesterfield County	
City of Colonial Heights	
City of Petersburg	
Dinwiddie County	

EXHIBIT C

LIST OF ORIGINAL DEED VALUATION MAPS

EXHIBIT D
SURVEY

**[EXHIBIT E
RETAINED PARCELS]**