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BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36544

COMMONWEALTH OF VIRGINIA --ACQUISITION AND OPERATION OF CERTAIN ASSETS OF CSX TRANSPORTATION, INC. IN ALLEGHENY, BATH, ROCKBRIDGE, AUGUSTA, NELSON, ALBEMARLE, ORANGE, LOUISA AND HANOVER COUNTIES, AND THE CITIES OF STAUNTON, WAYNESBORO, AND CHARLOTTESVILLE, VIRGINIA

MOTION TO DISMISS PETITION FOR EXEMPTION

EXPEDITED CONSIDERATION REQUESTED

MOTION INCLUDES COLOR EXHIBITS

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Dated: September 27, 2021

BEFORE THE
SURFACE TRANSPORTATION BOARD

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COMMONWEALTH OF VIRGINIA --ACQUISITION AND OPERATION OF CERTAIN ASSETS OF CSX TRANSPORTATION, INC. IN ALLEGHENY, BATH, ROCKBRIDGE, AUGUSTA, NELSON, ALBEMARLE, ORANGE, LOUISA AND HANOVER COUNTIES, AND THE CITIES OF STAUNTON, WAYNESBORO, AND CHARLOTTESVILLE, VIRGINIA

MOTION TO DISMISS PETITION FOR EXEMPTION

The Commonwealth of Virginia, acting by and through its Virginia Passenger Rail Authority ("VPRA"),[1] hereby requests that the Petition for Exemption (the "Petition") concurrently filed in the above-referenced docket be dismissed because the transaction described in the Petition, VPRA's acquisition of certain real property rights and trackage from CSX Transportation, Inc. ("CSXT"), does not require Board authorization under 49 U.S.C. § 10901. *See*, *e.g.*, *Commonwealth of Virginia – Acquisition Exemption – Certain Assets of CSX Transportation, Inc.*, FD 36441 (STB served Dec. 14, 2020), citing *Maine, DOT – Acq. Exemption – ME Central R. Co.*, ("State of Maine") 8 I.C.C. 2d 835 (1991).

As explained in the Petition, VPRA and CSXT have reached an agreement pursuant to which VPRA will acquire from CSXT certain real property rights and trackage on approximately 164.22 route miles of railroad line owned by CSXT, located between approximately milepost 276.0 in the town of Clifton Forge in Allegheny County and CSXT milepost 111.78 in the town of Doswell in Hanover County, all in the Commonwealth of Virginia.[2] As explained below, the Segment 3 Sale does not include the transfer of property or other rights that would allow VPRA to conduct common carrier freight rail service or to interfere with common carrier freight rail service on Segment 3. To the contrary, the transaction will not allow VPRA to conduct, control or interfere with such freight rail service or reduce the geographic scope or level of common carrier freight rail service on Segment 3.

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[1] As noted in the Petition for Exemption, VPRA was created by legislation enacted by the Commonwealth of Virginia that became effective July 1, 2020. *See* Va. Code § 33.2-287 *et seq*. As explained in the Petition for Exemption filed by the Virginia Department of Rail and Public Transportation ("DPRT") on Sept. 29, 2020 in FD 36441, VPRA succeeds by assignment all of the rights, responsibilities and obligations of DPRT related to the transactions with CSXT detailed in FD 36441. VPRA is prohibited from directly operating any passenger, commuter, or other rail service by Va. Code Ann. § 33.2-292(B). All references to VPRA's operation of trains herein are to rail service performed by an operator under a contract with VPRA.

I. Statement of Facts[3]

VPRA is a public authority created under the laws of the Commonwealth of Virginia and a non-carrier, and CSXT is a Class I common carrier by rail that owns Segment 3. VPRA and CSXT have reached an agreement pursuant to which CSXT will convey to VPRA all of its right, title and interest in Segment 3 by quitclaim deed ("Segment 3 Deed").[4]

Buckingham Branch Railroad Company ("BBRC"), a Class III railroad, has leased a line of railroad from CSXT that includes Segment 3 and has operated common carrier freight service on Segment 3 (*inter alia*) since 2004, subject to CSXT's retention of limited overhead trackage rights across the leased line.[5] Prior to CSXT's conveyance of Segment 3 to VPRA, CSXT and BBRC plan to convert BBRC's leasehold interest in Segment 3 to a permanent easement

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[2] The described real property rights and trackage is referred to herein and defined in the relevant conveyance documents and agreements as "Segment 3." The CSXT/VPRA transaction is sometimes referred to herein as the "Segment 3 Sale."

[3] The facts in the Petition, many of which are repeated in this Motion, are incorporated herein by this reference.

[4] The public, redacted version of the Segment 3 Deed is attached as Exhibit A. A confidential, unredacted version is filed under seal.

[5] *See Buckingham Branch Railroad Company-Lease-CSX Transportation, Inc.*, FD 34495 (STB served Nov. 5, 2004).

(referred to herein as the "Segment 3 BBRC Freight Easement"). The BBRC lease will be terminated with respect to Segment 3 upon the consummation of the Segment 3 BBRC Freight Easement transaction, at which point a new CSXT-BBRC operating agreement governing BBRC's operations on Segment 3 ("Segment 3 Operating Agreement") will take effect.[6] BBRC has filed a Notice of Exemption to acquire the Segment 3 BBRC Freight Easement, and to continue its longstanding provision of common carrier service over Segment 3.[7]

As planned, the CSXT conveyance to VPRA will be subject to CSXT's retained limited overhead trackage rights on Segment 3,[8] which, as of the conveyance, will constitute the only common carrier rights CSXT will possess with respect to Segment 3.[9] The CSXT conveyance to VPRA will take place after CSXT converts BBRC's leasehold interest in Segment 3 to the Segment 3 BBRC Freight Easement, and therefore VPRA will take ownership of Segment 3 subject to BBRC's easement rights and interests, pursuant to which BBRC will possess the exclusive right and obligation to provide local and overhead freight common carrier service over Segment 3, except for CSXT's retained limited overhead trackage rights.[10] At the time of the

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[6] The public, redacted version of the Segment 3 BBRC Freight Easement is attached as Exhibit D and the public, redacted version of the Segment 3 Operating Agreement is attached as Exhibit E. Confidential, unredacted versions of both documents are also filed under seal. The Segment 3 Operating Agreement implements the Segment 3 BBRC Freight Easement and repeats many of the Segment 3 Freight Easement provisions.

[7] *See* Buckingham Branch Railroad Company—Acquisition and Operation Exemption with Interchange Commitment—CSX Transportation, Inc., FD 34495 (Sub. No. 1) (filed Sept. 2, 2021). If BBRC has not acquired the Segment 3 BBRC Freight Easement prior to CSXT's closing with VPRA, CSXT will retain a permanent and exclusive easement for its freight rights on Segment 3 until such time as such easement rights are conveyed to BBRC or a third party pursuant to Board authorization. In that case, VPRA will file a revised Segment 3 Deed showing CSXT's retained easement and a copy of the CSXT-BBRC Lease Agreement.

[8] Under the terms of the applicable trackage rights agreement, CSXT's rights have been, and will continue to be, limited to the westbound movement of unit trains consisting of either empty open-top hopper cars or empty covered hopper cars, and to the movement of aggregate for CSXT's own use. CSXT's trackage rights have precluded CSXT from providing local service over the trackage rights route (of which Segment 3 is a portion) since the commencement of BBRC's leasehold operations over the lines that include Segment 3, and those overhead service limitations will remain in place upon CSXT's conveyance of Segment 3 to VPRA.

[9] *See* Segment 3 Deed, Exhibit A at 3.

[10] *See* Segment 3 BBRC Freight Easement, Exhibit D.

CSXT conveyance to VPRA, CSXT's limited overhead trackage rights and the Segment 3 BBRC Freight Easement will encompass the entirety of the common carrier rights and obligations associated with Segment 3. The CSXT conveyance to VPRA also is subject to the statutory and contract rights of Amtrak.[11]

In addition to being subject to CSXT's retained limited overhead trackage rights and the Segment 3 BBRC Freight Easement, the Segment 3 Sale will be governed by the Comprehensive Rail Agreement ("CRA") and the Joint Operations and Maintenance Agreement ("JOMA") between CSXT and VPRA.[12] The CRA implements the Segment 3 Sale and repeats many of the Segment 3 Deed provisions.[13] The JOMA provides that VPRA has the right to operate passenger trains on Segment 3 and the terms for such operations.[14] New passenger operations on Segment 3 are conditioned upon an analysis of safety and any necessary infrastructure improvements, and shall not unreasonably interfere with BBRC's and CSXT's freight operations.[15]

BBRC has dispatched Segment 3 under the Lease. Under the Segment 3 Operating Agreement, BBRC will continue to dispatch Segment 3 unless and until BBRC and VPRA agree to a different dispatching arrangement.[16] If VRPA were to assume responsibility for dispatching on Segment 3, then VPRA's dispatching of Segment 3 train operations would be subject to the

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[11] *See* Segment 3 Deed, Exhibit A at 3-4.

[12] Public, redacted versions of the CRA and the JOMA are attached as Exhibits B and C, respectively. Confidential, unredacted versions of the CRA and JOMA will be filed under seal pursuant to the Motion for Protective Order filed contemporaneously with this Motion to Dismiss. Although the CRA and JOMA were originally executed by DRPT, DRPT's rights and obligations have since been assigned to VPRA, as noted above.

[13] *See, e.g.*, CRA §§ 4.4, 4.11(a), 4.12(j), 12.1, 14.7, 15 and 22.3.

[14] *See* JOMA § 6.2.

[15] JOMA § 6.2.1. In addition, the CRA provides that if high speed passenger rail is introduced on Segment 3, it will be at VPRA's sole expense and subject to track classification, station spacing, track geometry, and CSXT Operating Rules. CRA § 12.1.3.

[16] Segment 3 Operating Agreement § 8(b).

Dispatch Protocols in the JOMA.[17] In addition, BBRC has operated, maintained and improved the line since the CSXT-BBRC lease inception, and will continue to do so under the Segment 3 Operating Agreement.

II. Discussion

A. State of Maine Doctrine

State of Maine and its progeny hold that the sale of the physical assets of a rail line by a carrier to a non-carrier, including a state or other public agency, does not constitute the sale of a railroad line within the meaning of 49 U.S.C. § 10901, if the sale is subject to the retained common carrier rights and obligations of the seller and/or other rail carriers, such that the buyer does not obtain any common carrier rights or obligations, and if the buyer is precluded from unduly interfering with the provision of common carrier service over the railroad assets that the buyer seeks to purchase. State of Maine, 8 I.C.C. 2d 835 (1991).[18] Since 1991, the agency has applied its State of Maine analysis to facilitate the sale of railroad assets to public entities in more than 60 cases, most involving transactions designed to expand or introduce passenger rail service by public agencies.

Ordinarily, the Board exercises its regulatory authority under § 10901(a)(4) where a non-carrier acquires a railroad line.[19] Regulatory approval is required when the non-carrier is acquiring the rail line in order to become a rail carrier and provide the transportation in place of the selling carrier, which typically relinquishes some or all of its right to use the line. In contrast, in a State of Maine transaction, the parties' intent is very different than in the more typical § 10901(a)(4) sale. The non-carrier that purchases the physical assets of the rail line does not have the right or intent to assume any common carrier obligation within the jurisdiction of the STB.[20]

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[17] See JOMA §§ 5.5 and 5.2.1.

[18] In State of Maine the I.C.C. held that the Maine Department of Transportation's acquisition of the physical assets of a rail line owned by a common carrier railroad was not the sale of a railroad line, and thus, did not require approval under § 10901, where the existing carrier retained a permanent and exclusive easement to conduct common carrier freight rail operations and the right to maintain, operate and improve the line. By virtue of the rail carrier retaining the full right and necessary access to maintain, renew, and operate the line, the rail carrier retained its common carrier status on the line at issue, and Maine avoided common carrier status. 8 I.C.C.2d at 836-37.

[19] *See* Common Carrier Status of States, State Agencies, 363 I.C.C. 132, 135 (1980), aff'd sub nom. Simmons v. I.C.C., 697 F.2d 326 (D.C. Cir. 1982).

As the Board observed in State of Maine and subsequent decisions applying the precedent, there are sound policy reasons for permitting a non-carrier public agency to purchase the physical assets of the line without thereby becoming subject to Board jurisdiction.

B. The Segment 3 Sale Meets the State of Maine Criteria

The Segment 3 Sale meets the criteria of State of Maine.

First, the Segment 3 Deed establishes that VPRA will acquire Segment 3 subject to both BBRC's permanent common carrier easement interests, and CSXT's limited overhead trackage rights on Segment 3, which, as of the conveyance, will constitute all the common carrier rights on Segment 3.

Second, VPRA's acquisition of Segment 3 is subject to contractual obligations that ensure that VPRA cannot unduly interfere with CSXT and BBRC freight operations on Segment 3. Most importantly, under the JOMA, new passenger operations on Segment 3 are conditioned upon an analysis of safety and any necessary infrastructure improvements and may not unreasonably interfere with BBRC's and CSXT's freight operations. On dispatching, the Segment 3 Operating Agreement grants BBRC the right to continue to dispatch Segment 3 unless and until BBRC and VPRA agree to a different dispatching arrangement and if VRPA assumes responsibility for dispatching on Segment 3, VPRA's dispatching is subject to the Dispatch Protocols in the JOMA.

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[20] *See* Mass. Dep't of Transp. – Acquis. Exemption – Certain Assets of CSX Transp., Inc., FD 35312 (STB served May 3, 2010).

Accordingly, the Segment 3 Sale fully aligns with the State of Maine doctrine and falls outside of the Board's jurisdiction.

III. Request for Expedited Consideration

VPRA respectfully requests that the Board issue a decision granting VPRA's Motion to Dismiss in a decision effective on or before November 30, 2021.

It was the intention of the parties to file this Motion and the Petition earlier in the year in order to avoid the need for this request for expedited consideration. Despite the best efforts and diligent work of both parties, negotiation of the commercial terms of the Segment 3 Sale and completion of the necessary inspection and investigation took longer than anticipated. In addition, before filing this Motion, it was necessary for CSXT and BBRC to work out their plan to convert BBRC's leasehold to a permanent easement and finalize the above-described operating agreement to govern BBRC's operations on Segment 3.

A Board decision granting VPRA's Motion to Dismiss effective on or before November 30, 2021 would allow the consummation of the Segment 3 Sale in accord with the project timeline established by the parties. VPRA is authorized to tell the Board that CSXT and BBRC concur in the request for expedited action.

IV. Conclusion

For the reasons stated above, VPRA respectfully requests that the Board dismiss VPRA's concurrently-filed Petition of Exemption in this docket in a decision effective on or before November 30, 2021.

Respectfully submitted,

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Counsel for the Commonwealth of Virginia

Dated: September 27, 2021

List of Exhibits

Segment 3 Deed	Exhibit A
Comprehensive Rail Agreement	Exhibit B
Joint Operating and Maintenance Agreement	Exhibit C
Segment 3 Easement	Exhibit D
Segment 3 Operating Agreement	Exhibit E

Exhibit A

CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A PROTECTIVE ORDER

[Confidential Segment 3 Deed – Filed Under Seal]

D R A F T 9 24 21

Form of Deed for Segment 3

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. 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 _______________, 202_ 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 164.22 miles of the real property and right-of-way, as well as associated property, beginning at CSXT milepost CA 111.78 at Doswell in Hanover County, Virginia and extending to CSXT milepost CA 276.0 in the Town of Clifton Forge in Allegheny County, Virginia, all as generally shown on the maps 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 [redacted] Dollars ($[redacted]) 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____ ___________, 20__, conveys 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"), together with the passenger rail stations, passenger rail platforms and other passenger facilities, if any, located in the Rail Corridor and listed on Exhibit C-2 attached hereto and incorporated herein, but in each case only if Grantor's right to convey such passenger rail stations, passenger rail platforms and other passenger rail facilities is not restricted by contract or law (collectively with the Rail Corridor, 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) those parcels, rights and interests, if any, listed or shown on Exhibit D attached hereto and incorporated herein, as well as all privileges, hereditaments and appurtenances appertaining to any such parcels, rights and interests and the right to access same over, across and through the Rail Corridor, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations (as hereinafter defined);

(ii) 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

(iii) 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 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 hereinafter defined).

AMTRAK AGREEMENTS

The Property is conveyed to Grantee subject to, and there is hereby reserved unto Grantor, its successors and assigns, (a) all of Grantor's right, title, interest and obligations under or pursuant to, or otherwise arising under or by operation of law with respect to, the agreement dated June 1, 1999 between Grantor and National Railroad Passenger Corporation ("Amtrak"), as amended, restated and supplemented from time to time (the "CSXT/Amtrak Agreement"), and the Agreement for Amtrak Use of Trackage Leased from CSXT to Buckingham Branch dated December 21, 2004 by and among Buckingham Branch Railroad Company, a Virginia corporation ("BBRC"), Grantor and Amtrak, as the same may be amended, supplemented or extended from time to time (the "BBRC/Amtrak Agreement"), including (without limitation) the exclusive rights to (i) amend, supplement, extend, assign and terminate the CSXT/Amtrak Agreement and the Existing BBRC/Amtrak Agreement and to waive any provision thereof, (ii) enforce the other parties' obligations and Grantor's rights thereunder, (iii) receive all payments due to Grantor thereunder, (iv) grant any consents or approvals thereunder and (v) otherwise act thereunder to the full extent as if Grantor continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed, (b) upon and after the expiration or termination of the CSXT/Amtrak Agreement or the BBRC/Amtrak Agreement, the exclusive right to enter into an agreement with Amtrak with respect to the Rail Corridor (each, a "Future Amtrak Agreement"; the CSXT/Amtrak Agreement, BBRC/Amtrak Agreement and each Future Amtrak Agreement are referred to herein, collectively, as the "Amtrak Agreements" and each, individually, as an "Amtrak Agreement") on such terms and conditions as Grantor shall determine in its sole discretion, and (c) all of Grantor's right, title, interest and obligations under or pursuant to, or otherwise arising under or by operation of law with respect to, each Future Amtrak Agreement, including (without limitation) the exclusive rights to (i) amend, supplement, extend, assign and terminate any Future Amtrak Agreement and to waive any provision thereof, (ii) enforce the other parties' obligations and Grantor's rights thereunder, (iii) receive all payments due to Grantor thereunder, (iv) grant any consents or approvals thereunder and (v) otherwise act thereunder to the full extent as if Grantor continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed; the foregoing reservations in each case being subject to the following terms and conditions:

(i) Grantor shall comply with any and all covenants, duties and obligations of Grantor under each Amtrak Agreement, provided, however, that the foregoing shall not preclude Grantor from contesting in good faith any claim by the other parties thereunder or any other party that Grantor has not complied with the same;

(ii) No Amtrak Agreement shall impose any obligation upon Grantee, it being the intention of the parties that Grantor shall be solely responsible for all of its obligations under such Amtrak Agreement as if it continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed;

(iii) Grantee shall have no obligation to comply with any of Grantor's covenants, duties and obligations under any Amtrak Agreement, provided, however, that Grantee shall not take any action that will violate or constitute a default by Grantor under, or cause Grantor to violate or otherwise be in default under, any Amtrak Agreement;

(iv) In the event that Grantee enters into a separate agreement with Amtrak after the recording of this Deed pursuant to which Grantee provides to Amtrak substantially the same service as BBRC provides to Amtrak under the BBRC/Amtrak Agreement or as Grantor is now providing to Amtrak under the CSXT/Amtrak Agreement in connection with the railroad lines located on the Rail Corridor, then with Amtrak's consent, Grantor shall no longer have any rights or obligations (except as may be required by law) to provide services to Amtrak. Grantee reserves the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Rail Corridor; provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantor towards one another under the CSXT/Amtrak Agreement or the BBRC/Amtrak Agreement, (iii) not cause Grantor to be in violation of Grantor's obligations under the CSXT/Amtrak Agreement or the BBRC/Amtrak Agreement and (iv) be subject to Grantor's rights under the Joint Operating and Maintenance Agreement, including, without limitation, the windows of operation, maintenance and access; and

(v) For purposes of this paragraph entitled "Amtrak Agreements," except to the extent the context indicates otherwise, the term "Grantor" shall include BBRC with respect to BBRC's rights and obligations under the BBRC/Amtrak Agreement and with respect to any Future Amtrak Agreement that BBRC enters into with Amtrak.

TRACKAGE RIGHTS AGREEMENT

The Property is conveyed to Grantee subject to, and there is hereby reserved unto Grantor, its successors and assigns, all of Grantor's right, title and interest under or pursuant to, or otherwise arising under, the Trackage Rights Agreement contained in EXHIBIT "F" to the Lease Agreement of December 20, 2004 between Grantor and BBRC, as amended, restated and supplemented from time to time.

OTHER RESERVATIONS BY GRANTOR

Reserving unto Grantor, its successors and assigns the following:

(i) Existing Utility Easement. A perpetual easement, hereinafter the "Existing Utility Easement," in, over, under and along those portions of the Rail Corridor encumbered by existing occupancies of every type and nature, whether recorded or not, including such occupancies for the construction, maintenance, operation, use, replacement, relocation, renewal and removal of water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems, and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, (b) the right from time to time to assign the Existing Utility Easement or any interest therein and/or the rights reserved pursuant thereto, in whole or in part, (c) the right to lease, license or permit third parties to use the Existing Utility Easement and/or the rights reserved pursuant thereto, and (d) access over the 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.

(ii) Future Utility Easement. A perpetual 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 including the right to attach same to existing bridges and other structures on the Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) access over the Rail Corridor to reach the Future Utility Easement, (b) the right from time to time to assign the Future Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and (c) the right to lease, license or to permit third parties to use the Future Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations;

(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 [redacted] U.S. DOLLARS ($[redacted]) per occupancy (the "Cap on Administrative Fees"). The Cap on Administrative Fees shall increase by [redacted] percent ([redacted]%) every five (5) years following the date of this Deed. Notwithstanding the foregoing, the cap on administrative fees for a longitudinal occupancy shall be [redacted] U.S. DOLLARS ($[redacted]) (the "Cap on Longitudinal Administrative Fees"). The Cap on Longitudinal Administrative Fees shall increase by [redacted] percent ([redacted]%) 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 providing the 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.

CONVEYANCE SUBJECT TO CERTAIN RIGHTS, ENCUMBRANCES AND OTHER MATTERS

The Property is hereby conveyed subject to the following rights, encumbrances and other matters: (i) the permanent easement agreement dated as of ________ between Grantor and BBRC, recorded in the recording offices where this Deed is recorded, and the Operating Agreement dated as of_______________ between Grantor and BBRC, each as the same may be amended, supplemented or extended from time to time; (ii) all other existing agreements, contracts, leases, licenses, encroachments, claims, easements, occupancies, grants, reservations, deed obligations and similar covenants, rights, title defects and other impediments, whether or not recorded and whether or not this Deed provides actual notice thereof, including any rights of Amtrak by operation of law or otherwise; (iii) all existing telecommunications facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record; (iv) legally applicable building, zoning, subdivision and other federal, state, county, municipal or local laws, ordinances and regulations; (v) 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; (vi) 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; (vii) any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways; (viii) 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; (ix) 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 (x) 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, (ii) to use airspace in the Railroad Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they may exist from time to time in the Railroad Corridor, to provide access to passenger rail stations, platforms and parking lots intended for the exclusive use of rail passengers, (iii) to use airspace in the Rail Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they may exist from time to time 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 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 [redacted] percent ([redacted]%) 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. Grantee, by acceptance of this Deed, hereby covenants that for so long as the [BBRC Easement], by whomsoever held, continues in force and effect and until such time as it is lawfully abandoned or discontinued, Grantee, its successors, heirs, legal representatives or assigns, shall not use the Rail Corridor, or any portion thereof, for railroad freight service, but such restriction shall not impair Grantor's right to use the [BBRC Easement] for such purpose.

(iii) Noise, Light, Fume, Vibration Abatement. To the extent that Grantor, its successors and assigns own other land or facilities adjacent to the Rail Corridor, Grantor, its successors and assigns, by conveyance of this Deed, and Grantee, its successors and assigns, by acceptance of this Deed, each hereby covenants and agrees with the other Party that neither Party shall be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Rail Corridor and any other adjacent land(s) of Grantor or Grantee or any other company affiliated with Grantor or Grantee; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Each Party covenants not to sue the other Party, its successors or assigns for existence of the noise, light, fumes and vibrations from such Party's operations. Each Party acknowledges that the other Party's adjacent railroad operation is (or may be) a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

TRANSACTION DOCUMENTS

Transaction Documents Not Superseded. The provisions of the following documents (collectively, the "Transaction Documents") shall continue in effect after the Effective Date to the extent applicable: (i) the Comprehensive Rail Agreement dated as of _______, 2021 between Grantor and the Virginia Department of Rail and Public Transportation ("DRPT"), as amended, restated or supplemented from time to time (the "Comprehensive Rail Agreement"), (ii) the Joint Operating and Maintenance Agreement dated as of _________, 2021 between Grantor and DRPT, as amended, restated or supplemented from time to time (the "Joint Operating and Maintenance Agreement"), and (iii) the Assignment and Assumption Agreement dated as of __________, 2021 between Grantor and DRPT, as amended, restated or supplemented from time to time (the "Assignment and Assumption Agreement"). By acceptance of this Deed, Grantee covenants that it, its successors, heirs, legal representatives and assigns shall abide by and shall be governed by the Comprehensive Rail Agreement and the other Transaction Documents. If there is any conflict, ambiguity or inconsistency between the provisions of this Deed and the Transaction Documents or among the Transaction Documents, the order of precedence shall be as stated in the

Comprehensive Rail Agreement. Copies of the Joint Operating and Maintenance Agreement, the Assignment and Assumption Agreement and the Comprehensive Rail Agreement are retained at the offices of Grantor and Grantee.

Joint Operating and Maintenance Agreement to Run with the Property. The Joint Operating and Maintenance Agreement is integral to the transactions contemplated by the Comprehensive Rail Agreement and the conveyance of the Property. The Joint Operating and Maintenance Agreement shall bind and be imposed upon and shall run with title to the Property, both against Grantee and Grantee's successors and assigns. While all or portions of the Joint Operating and Maintenance Agreement may not be placed of public record, any party acquiring all or any portion of the Property hereby shall take title to the Property or a portion of the Property in all respects subject to all terms and conditions of the Joint Operating and Maintenance Agreement.

MISCELLANEOUS

Power of Eminent Domain Not Affected Hereby, Nothing in this Deed shall be construed to affect, or be a waiver, in whole or in part, of any power of eminent domain provided by law, nor shall anything in this Deed be construed to affect, or be a waiver, in whole or in part, of the right to assert that eminent domain is preempted by the jurisdictional authority of the Surface Transportation Board.

Covenants and Easements in Gross. Grantee and 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]

D R A F T 9 24 21

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: D J Stadtler
Print Title: Executive Director

STATE OF ________________
CITY/COUNTY OF_________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 202_, by D J Stadtler, 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 Parcels
Exhibit B	Map of Rail Corridor
Exhibit C	Description of Rail Corridor
Exhibit C-1	Passenger Rail Facilities
Exhibit D	Excluded Property

EXHIBIT A

Tax Parcels[4]

Jurisdiction[5]	**Tax Parcel Numbers**
Hanover County	
Louisa County	
Orange County	
Albemarle County	
City of Charlottesville	
Nelson County	
Augusta County	
City of Waynesboro	
City of Staunton	
Rockbridge County	
Bath County	
Allegheny County	

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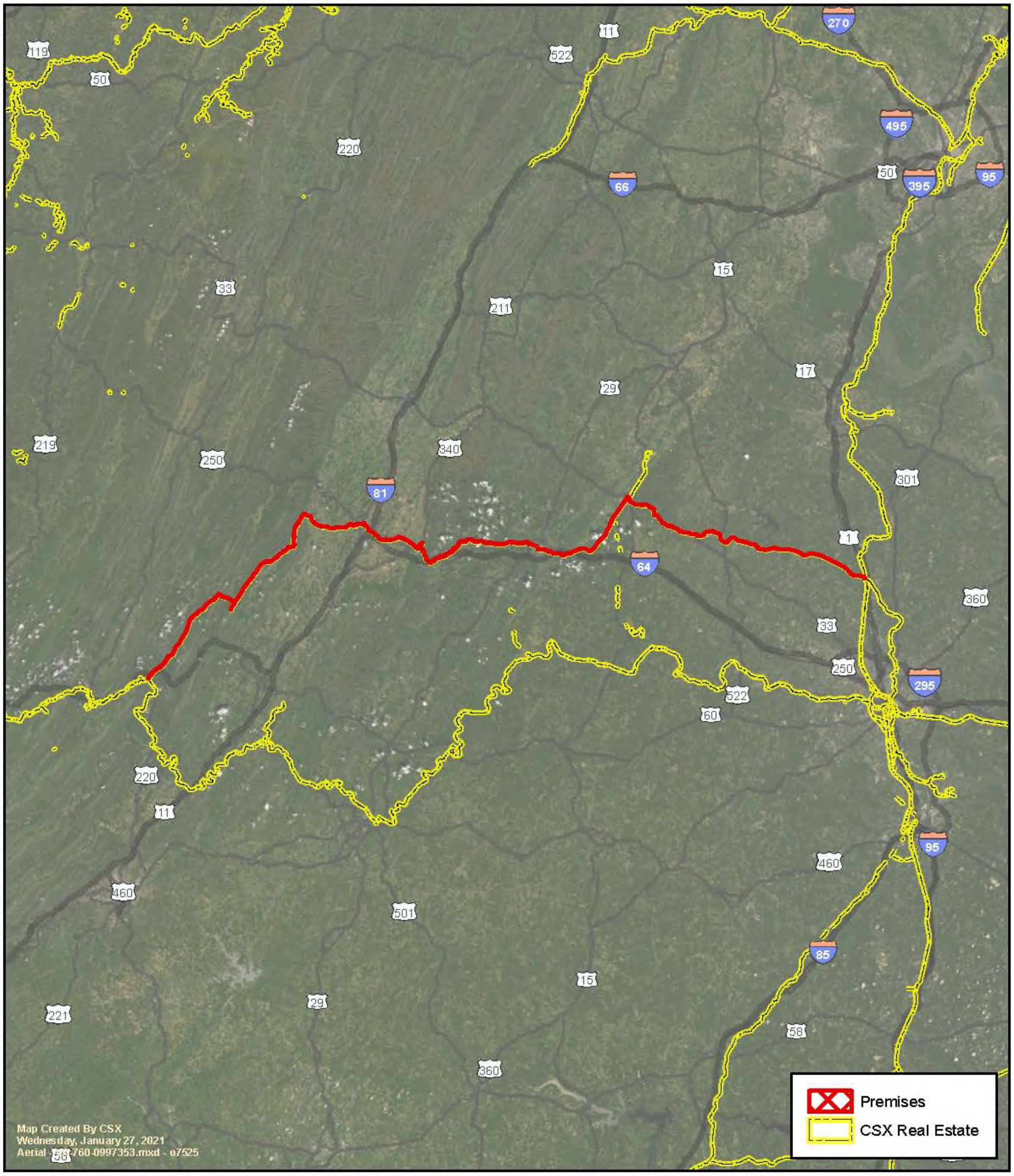
[4] If any jurisdiction does not assign tax parcel numbers to railroad rights of way, an explanatory note to the clerk will be added.

[5] Applicable jurisdictions to be confirmed.

EXHIBIT B
MAP OF RAIL CORRIDOR



Map Created By CSX
Wednesday, January 27, 2021
Aerial - 760-0997353.mxd - o7525

CSX How tomorrow moves

VA TRANSACTION-DOSWELL TO CLIFTON FORGE
SITE: VA-760-0997353
ALBEMARLE COUNTY - RICHMOND, VA
O - OFFLINE - FOREIGN NETWORK
MILEPOST: CA 111.78 - CA 276

0 52,500 105,000
Feet

EXHIBIT C

DESCRIPTION OF RAIL CORRIDOR

All those portions of Grantor’s operating rail lines lying and being situate in Hanover County, Louisa County, Orange County, Albemarle County, the City of Charlottesville, Nelson County, Augusta County, the City of Waynesboro, the City of Staunton, Rockbridge County, Bath County and Allegheny 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]

LESS AND EXCEPT the Excluded Parcels described on Exhibit D attached hereto.

EXHIBIT C-1

PASSENGER RAIL FACILITIES

Station Location / Name	Facility	Lessee
Staunton	West Platform (partial ownership)	Amtrak

EXHIBIT D

EXCLUDED PROPERTY

PARCEL A

Those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located at Doswell in Hanover County, Virginia, shown as outlined in red on the map attached hereto as Exhibit D-1.

PARCEL B

Those certain parcels of land, together with all improvements thereon, located in Orange County, Virginia, being the railroad right of way extending from Milepost CAA 0.00 in the Town of Orange to Milepost CAA 9.02 in the Town of Gordonsville, shown as outlined in red on the map attached hereto as Exhibit D-2.

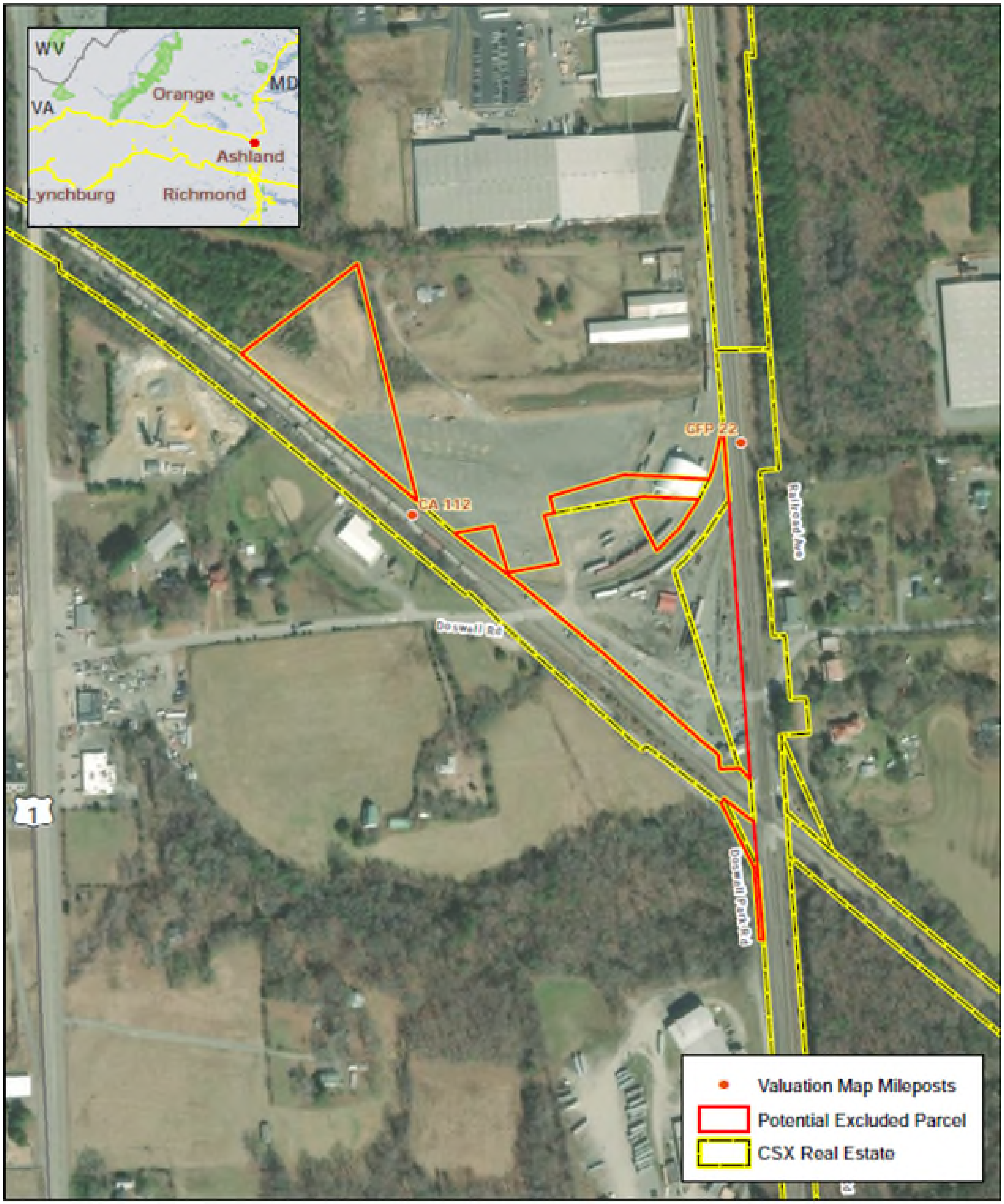
PARCEL C

That certain parcel of land, together with all improvements thereon, located in the City of Staunton, Virginia, shown as outlined in red on the map attached hereto as Exhibit D-3.

PARCEL D

The north passenger platform in the City of Charlottesville, Virginia, shown as outlined in red on the map attached hereto as Exhibit D-4.

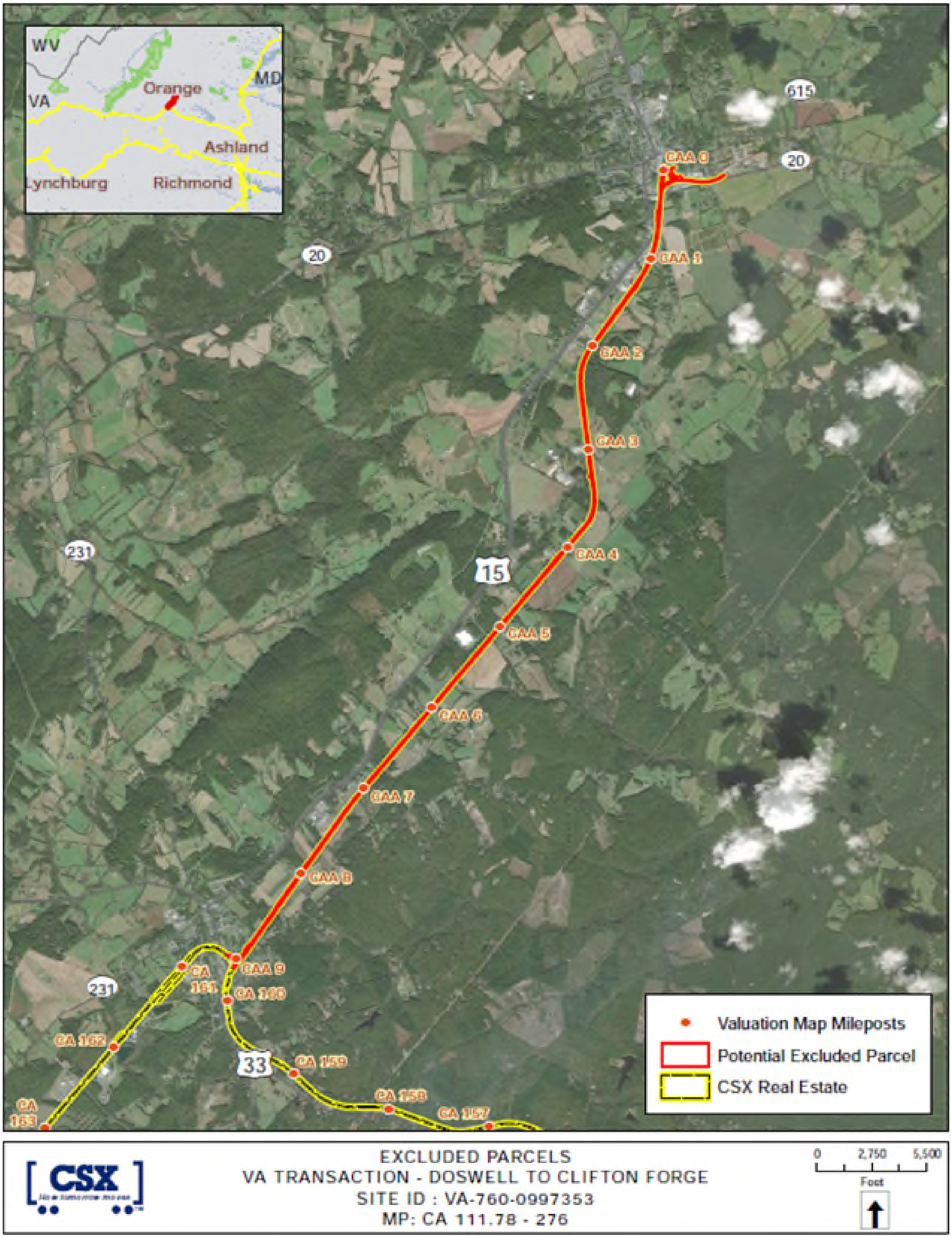
EXHIBIT D-1



CSX How tomorrow moves

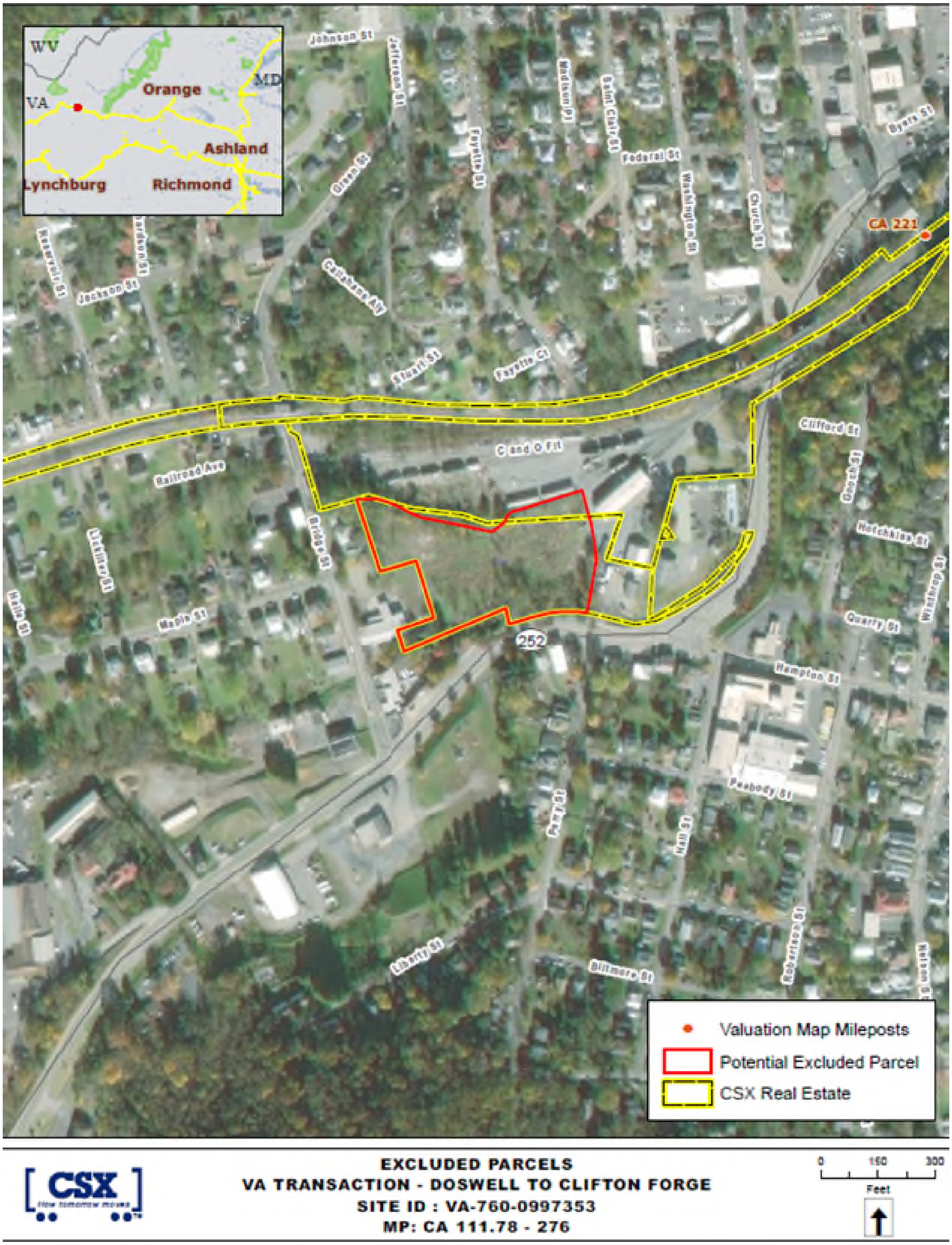
EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276

EXHIBIT D-2



EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276

EXHIBIT D-3



EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276

EXHIBIT D-4

[Aerial Map of Charlottesville North Platform]

Exhibit B

CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A PROTECTIVE ORDER

[Confidential Comprehensive Rail Agreement – Filed Under Seal]

Execution Version

COMPREHENSIVE RAIL AGREEMENT BETWEEN

CSX TRANSPORTATION, INC.

and

THE VIRGINIA DEPARTMENT OF RAIL

AND PUBLIC TRANSPORTATION

Providing for the
Purchase and Sale of Rail Assets,
and the Provision of Passenger and Freight Rail Services

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Execution Version

COMPREHENSIVE RAIL AGREEMENT

THIS COMPREHENSIVE RAIL AGREEMENT (as amended, modified or supplemented from time to time, this "**Agreement**"), is made and entered into as of this 26th day of March, 2021, by and between **CSX TRANSPORTATION, INC.**, a Virginia corporation (herein referred to as "**CSXT**"), and the **VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "**DRPT**"). CSXT and DRPT hereinafter sometimes may be referred to collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

WHEREAS, DRPT desires to provide (i) improved intercity and commuter passenger service in eastern Virginia primarily between Washington, D.C. and Richmond through the separation of freight and passenger operations over railroad rights of way currently owned by, or under the primary control of, CSXT and (ii) improved intercity, commuter passenger, and freight rail services in other areas of Virginia, over specified railroad rights of way also currently owned by, or under the primary control of, CSXT (collectively, "**CSXT's ROW**");

WHEREAS, DRPT has negotiated with CSXT to purchase portions of CSXT's ROW and other rights to specified railroad assets, to design and construct certain improvements within the hereinafter defined Corridor for the benefit of one or both Parties, to increase intercity and commuter passenger trains operating in the Corridor and to address operational matters (the "**Transaction**");

WHEREAS, on December 16, 2019, the Parties executed a binding term sheet, subsequently amended on June 29, 2020, and August 31, 2020 (together, the "**Term Sheet**"), summarizing the principal elements of the Transaction; and

WHEREAS, the Parties desire to enter into this Agreement in place of the Term Sheet for the purpose of establishing the definitive terms of their respective rights, responsibilities, and obligations for the consummation of the Transaction.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 Preliminary Provisions

1.1 **Definitions**. All capitalized terms used in this Agreement, and not otherwise expressly defined in this Agreement, shall have the respective meanings set forth in Exhibit A (*Definitions*).

1.2 Purpose and Objectives.

1.2.1 The purpose of this Agreement is to provide the Parties' obligations, responsibilities and rights with respect to the successful and timely execution of the Transaction.

1.2.2 The Parties have entered into this Agreement to accomplish the following objectives:

(a) to create additional freight and passenger network capacity in the Corridor and to optimize the use of such expanded network in order to continue towards the more complete separation, where feasible, of freight and passenger rail operations within the RF&P Corridor;

(b) after Complete Separation or Maximum Feasible Separation, to allow passenger rail service and freight service to operate side-by-side in the RF&P Corridor on separate dedicated trackage and other infrastructure and facilities where feasible, and at frequencies and on schedules in accordance with the Service Plan with respect to DRPT and CSXT trackage, subject to easement and access rights granted pursuant to the Transaction; and

(c) where separation of passenger and freight services within the RF&P Corridor is not feasible due to (i) constraints in the RF&P Corridor, (ii) in the event of emergencies, construction, repairs, or maintenance, (iii) when required for CSXT to reach a shipper or (iv) when required for DRPT to reach passenger facilities, each Party will have the right to use the other's trackage and other infrastructure and facilities in accordance with the Joint Operating and Maintenance Agreement.

1.3 **Order of Precedence.** This Agreement establishes the rights and obligations of CSXT and DRPT, but does not serve to relieve or release CSXT or DRPT from any of their respective rights, obligations and liabilities arising at any time under any existing agreement CSXT may have with the Commissions or Amtrak, with respect to CSXT's rights, obligations and liabilities, unless said existing agreement is modified or amended to accommodate any such relief or release, the Deeds or the Ancillary Agreements. Except as otherwise expressly provided in this Agreement, if there is any conflict, ambiguity or inconsistency between the provisions of the Deeds, the Ancillary Agreements and this Agreement after Sale Date 1, the order of precedence shall be as follows from highest to lowest:

- Joint Operating and Maintenance Agreement;
- Deeds;
- this Agreement; and
- Ancillary Agreements (other than the Joint Operating and Maintenance Agreement).

1.4 **Interpretation.** This Agreement shall be construed as a whole and in accordance with its fair meaning. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner as though the words "without limitation" immediately followed the same. Masculine, feminine, or neutral gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

1.5 **Exhibit and Schedules.** Attached hereto and forming an integral part of this Agreement are Exhibits A – S, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

1.6 **Assignment and Assumption by Virginia Passenger Rail Authority**. Effective July 1, 2020, legislation enacted by the Virginia General Assembly and signed by the Governor of Virginia created the Virginia Passenger Rail Authority ("VPRA"). The Parties acknowledge that, as of the date of this Agreement, the necessary executive and administrative actions to permit VPRA to undertake the rights, responsibilities and obligations of DRPT imposed by this Agreement, as of the date of this Agreement, have not been completed, and it is therefore neither practical nor reasonable to have VPRA possess and undertake such rights, responsibilities and obligations as of the date of this Agreement. Accordingly, CSXT agrees and consents to the assignment by DRPT, and the assumption by VPRA, of all of DRPT's rights, responsibilities and obligations under this Agreement, which assignment and assumption shall be effected by and subject to an Assignment and Assumption Agreement in the form attached hereto as Exhibit P (*Form of VPRA Assignment Agreement*) (the "VPRA Assignment Agreement"). At and following the effective date of the VPRA Assignment Agreement, all references to DRPT shall mean VPRA unless the context clearly means otherwise. If the VPRA is dissolved, DRPT or another agency or political subdivision of the Commonwealth, as determined by the Commonwealth, that is able to perform all of the responsibilities and obligations of DRPT, will assume all of the responsibilities and obligations of VPRA under this Agreement.

1.7 **Term.** The obligations of this Agreement which by their context or content are intended to survive the applicable Sale Date shall continue to survive and be coterminous with the Term of the Joint Operating and Maintenance Agreement.

1.8 **Cooperation and Good Faith Undertaking**. The Parties agree to communicate regularly and to cooperate in good faith regarding their respective obligations under this Agreement and the Ancillary Agreements.

ARTICLE 2 Sale and Purchase

2.1 **Sale and Purchase.** Subject to and in accordance with the terms and provisions of this Agreement, CSXT agrees to sell to DRPT, and DRPT agrees to purchase from CSXT, those interests of CSXT in the Segments as set forth in and subject to the provisions of ARTICLE 4 (*Conveyance of the Segments*) and the applicable terms and conditions of the Deeds. To the extent any rights, title or interests in and to a Segment that is to be conveyed hereunder is owned by an Affiliate of CSXT, CSXT shall cause such Affiliate to join in execution and delivery of the Deed for such Segment.

2.2 **Purchase Price.** Subject to the conditions precedent set forth in ARTICLE 9 (*Conditions Precedent*), DRPT shall pay the purchase price of [redacted] DOLLARS ($[redacted]) (the "Purchase Price") to CSXT for the Segments, payable as follows:

2.2.1 [redacted] DOLLARS ($[redacted]) to be paid at Sale Date 1, which shall occur no later than March 31, 2021;

2.2.2 [redacted] DOLLARS ($[redacted]) to be paid no later than November 30, 2021; and

2.2.3 [redacted] DOLLARS ($[redacted]) to be paid no later than November 30, 2022.

All payments with respect to the Purchase Price hereunder shall be made by wire transfer. In the event that payments under Subsection 2.2.2 and 2.2.3 are not timely made, DRPT agrees any New Trains in the Service Plan shall be suspended, if operating, or the right to operate any New Train shall be suspended if it is not operating, until such time as payment, with applicable interest, has been paid in full.

2.3 **Interest on Overdue Amounts.** Any amount not paid when due pursuant to this Agreement shall bear interest from the date such payment is due until payment is made (after as well as before judgment) at a variable rate per annum at all times equal to the Bank Rate, which interest shall be payable on written demand. Interest will be compounded annually and payable on the date on which the related overdue amount is paid.

2.4 **Prorations.** The following items shall be prorated, adjusted, and apportioned between CSXT and DRPT as of 12:01 a.m. on Sale Date 1, Sale Date 2 and Sale Date 3, as applicable:

2.4.1 With regard to the portions of the Segments located in the Commonwealth of Virginia, the Parties acknowledge that, pursuant to § 58.1-3360 of the Code of Virginia (1950), as amended, CSXT should be relieved from the payment of city, county and town ad valorem taxes from and after the Closing for the sale of each such Segment and therefore no proration of such taxes should be necessary; provided, however, that if, for all or any portion of the period beginning on Sale Date 1 and ending upon the conversion of the Passenger Easement into all of CSXT's right, title and interest in Segment 1 by the recordation of Deeds of Confirmation (the "**Passenger Easement Period**"), any city, county or town in which the RF&P Corridor is located (each, an "**Assessing Jurisdiction**") continues to assess CSXT for ad valorem taxes applicable to the portion of Segment 1 located in such Assessing Jurisdiction, DRPT shall pay to CSXT, within thirty (30) days after receipt from CSXT of a copy of each relevant tax statement issued by such Assessing Jurisdiction, a pro rata share of the ad valorem taxes assessed against the RF&P Corridor in such Assessing Jurisdiction. Such pro rata share of the ad valorem taxes to be paid by DRPT shall equal the sum of (i) as to taxes assessed on "operating land" (as such term is used by the Virginia Department of Taxation ("**VDT**") in its annual statement of assessed value for railroads), the percentage of such taxes obtained by dividing the acreage of the operating land in Segment 1 in such Assessing Jurisdiction by the acreage of the operating land in the RF&P Corridor in such Assessing Jurisdiction, such acreage to be determined from the Enhanced Valuation Maps, (ii) as to taxes assessed on "roadway and track," (as such term is used by VDT), the percentage of such taxes obtained by dividing the miles of roadway and track to be conveyed to DRPT, as described in Exhibit B-4 (*Appurtenant Property*), and located in the Assessing Jurisdiction by the miles of all roadway and track located in the RF&P Corridor in such Assessing Jurisdiction. The ad valorem taxes assessed for any "operating improvements," "telephone, power and water lines," "machinery, furniture & other equipment" and "materials and supplies" (as such terms are used by VDT) located in the RF&P Corridor shall be paid solely by CSXT.

2.4.2 With regard to the portion of Segment 1 located in the District of Columbia and the portion of Segment 2 located in the State of North Carolina, if the applicable law regarding the assessment of ad valorem taxes provides that such portions of such Segments are exempt from the payment of such taxes from and after the Closing for the sale of such Segments to DRPT, such taxes shall not be prorated and CSXT shall be solely responsible for payment of the same if such law requires the taxing authority to refund any such taxes that were paid and are attributable to the period from the applicable Sale Date to the last day of the calendar year or other applicable tax period in which such Sale Date occurs. However, if (i) the applicable law in the District of Columbia or the State of North Carolina does not provide for such exemption or (ii) the applicable law in the District of Columbia or the State of North Carolina provides for such exemption but does not require the taxing authority to refund any such taxes that were paid and are attributable to the period from the applicable Sale Date to the last day of the calendar year or other applicable tax period in which such Sale Date occurs, then ad valorem taxes for the calendar year or other applicable tax period in which the applicable Sale Date occurs shall be prorated between the Parties based on the ad valorem tax bill for the relevant Segment if then available for such year, or if not, then on the basis of the ad valorem tax bill for the immediately preceding year (should such proration prove to be inaccurate on receipt of the ad valorem tax bill for the year of the applicable Sale Date, either CSXT or DRPT, as applicable, shall pay, promptly after written demand from the other Party made within one (1) year after the date of receipt of such tax bill, an amount necessary to correct such malapportionment). Notwithstanding the foregoing if, for all or any portion of the Passenger Easement Period, the District of Columbia continues to assess CSXT for ad valorem taxes applicable to the portion of Segment 1 located in the District of Columbia, DRPT shall pay to CSXT, within thirty (30) days after receipt from CSXT of a copy of each relevant tax statement issued by the District of Columbia, a pro rata share of the ad valorem taxes assessed against the RF&P Corridor in the District of Columbia, such pro rata share to be determined in a manner comparable to the manner in which the pro rata share of such taxes for the portion of the RF&P Corridor in the Commonwealth of Virginia is determined. Only ad valorem taxes assessed by the District of Columbia or the State of North Carolina against roadway and track, or operating land, shall be prorated between the Parties. If the District of Columbia or the State of North Carolina does not break out assessments of railroad property according to such categories, CSXT and DRPT shall estimate the portion of ad valorem assessments attributable thereto.

2.4.3 Any and all other assessments and special assessments of any type for the relevant Segment to the extent applicable to a period that begins before the applicable Sale Date and ends on or after the Sale Date.

2.4.4 All other rental, income taxes, utilities, charges and assessments customarily prorated in commercial real estate transactions in the Richmond, Virginia area.

2.4.5 For the avoidance of doubt, such prorations shall be based on the amounts that otherwise would be payable by CSXT in the absence of the conveyance.

2.5 **Transactional Taxes and Fees.** Other than any applicable grantor tax, the cost of any recording fees, transactional taxes, transfer taxes, and sales and related taxes or governmentally-imposed fees related to recording the Deeds and Deeds of Confirmation shall be borne solely by DRPT.

2.6 **Grantor Tax.** Unless exempt, CSXT shall be solely responsible for any applicable grantor tax, including those due pursuant to §§ 58.1-802, 58.1-802.3 and 58.1-802.4 of the Code of Virginia upon recordation of a Deed or Deed of Confirmation.

2.7 **BBRC Doswell to Richmond – Notice of Intent to Convey.**

2.7.1 In the event CSXT elects to sell, lease or otherwise convey all or substantially all of CSXT's interest in the CSXT property from Doswell to Richmond, CSXT will provide DRPT no less than one hundred twenty (120) days' notice of its intent to do so. In order to provide sufficient time for DRPT to make an offer, during the one hundred twenty (120) day period, CSXT will not enter a binding agreement to sell, lease or otherwise convey all or substantially all of CSXT's interest in the same.

ARTICLE 3 Closing

3.1 **Time and Place.** Subject to the conditions stated in ARTICLE 9 (*Conditions Precedent*), the date of the Closing for the sale of Segment 1 by CSXT to DRPT ("Sale Date 1") shall be no later than March 31, 2021, and such Closing shall be held at such place as the Parties may mutually agree. Subject to the conditions stated in ARTICLE 9 (*Conditions Precedent*), the date of the Closing for the sale of Segment 2 from CSXT to DRPT ("Sale Date 2") shall be such date as the Parties may mutually agree, but not later than November 30, 2022, and such Closing shall be held at such place as the Parties may mutually agree. Subject to the conditions stated in ARTICLE 9 (*Conditions Precedent*), the date of the Closing for the sale of Segment 3 from CSXT to DRPT ("Sale Date 3") shall be such date as the Parties may mutually agree but not later than November 30, 2021, and such Closing shall be held at such place as the Parties may mutually agree.

3.2 **Delivery of Purchase Price.** DRPT shall deliver the Purchase Price in accordance with the terms of ARTICLE 2 (*Sale and Purchase*).

3.3 **Costs.** Except as otherwise provided herein, CSXT and DRPT shall pay their own costs incurred with respect to the consummation of the Transaction.

ARTICLE 4 Conveyance of the Segments

4.1 **Segments.** The Segments are generally described as follows, in each case subject to the other terms and conditions set forth in this Agreement:

(a) "**Segment 1**" consists of those portions of the railroad right of way extending approximately 144.6 miles, as well as associated property, improvements, fixtures and personal property, (i) beginning approximately at CSXT milepost CFP 112.35 and QLZ 137.49/Amtrak 136.49 between Washington Avenue SW and 2nd Street SW in Washington, DC and extending to CSXT milepost CFP 110.1 at the southern terminus of the Long Bridge Project in Arlington County, Virginia, (ii) thence extending from CSXT milepost CFP 110.1 to CSXT milepost CFP 1.0/SRN 4.0 in the City of Richmond, Virginia, (iii) thence extending from CSXT milepost CFP 1.0/SRN 4.0 to CSXT milepost SRN 0.0/S 0.0 at Main Street Station in the City of Richmond, Virginia, (iv) thence extending from CSXT milepost SRN 0.0/S 0.0 to CSXT milepost S 10.9/A 10.7 at Centralia in Chesterfield

County, Virginia and (v) thence extending from CSXT mile post S 10.9/A 10.7 to a connection with the S-Line (Segment 2) approximately at CSXT milepost A 29.04 in Dinwiddie County, Virginia, which are shown as the shaded areas on the Enhanced Valuation Maps (as defined in this Agreement) and identified thereon to be conveyed to DRPT, excluding all improvements thereon except for the Appurtenant Property (as described in Exhibit B-4 (*Appurtenant Property*) to the this Agreement) and the Passenger Facilities (as described in the Segment 1 Deeds) related thereto;

(b) "**Segment 2**" consists of all of the abandoned railroad right of way extending approximately 75.1 miles beginning at the connection with Segment 1 approximately at CSXT milepost A 29.04 in Dinwiddie County, Virginia and extending approximately to CSXT milepost S 100.1 at Ridgeway, North Carolina; and

(c) "**Segment 3**" consists of all of the railroad right of way extending approximately 164.22 miles beginning approximately at CSXT milepost 276.0 in the town of Clifton Forge in Allegheny County, Virginia and extending approximately to the connection with Segment 1 at CSXT milepost 111.78 at Doswell in Hanover County, Virginia, together with the passenger facilities (as described in the Segment 3 Deed) related thereto but excluding the Excluded Property (as defined in this Agreement).

4.2 **Conveyance of Interests in Segment 1.**

4.2.1 At Sale Date 1, CSXT shall convey to DRPT a permanent easement for rail passenger purposes over and across Segment 1 (the "**Passenger Easement**") by Deed in the form attached hereto as Exhibit C-1 *(Form of Deed for Segment 1 (VA)*) and Exhibit C-1A (*Form of Deed for Segment 1 (D.C.)*) (collectively, the "**Segment 1 Deeds**"), upon and subject to all of the covenants, restrictions, terms and conditions set forth in the Segment 1 Deeds. As provided in Section 4.9 (*Surveys; Deeds of Confirmation*) and in the Segment 1 Deeds, upon the Parties' entering into a Deed of Confirmation, the Passenger Easement shall convert to a full conveyance of all of CSXT's right, title and interest in the portion or portions of Segment 1 described in such Deed of Confirmation, subject to a retained, exclusive, permanent freight easement, and otherwise subject to all of the covenants, restrictions, terms and conditions set forth in the Segment 1 Deeds.

4.2.2 Segment 1 shall be legally described in the Segment 1 Deeds by reference to the applicable portions of the RF&P Corridor shown as "PASSENGER RAIL CORRIDOR TO BE CONVEYED TO DRPT" on the enhanced valuation maps listed in Exhibit B-1A (*List of Enhanced Valuation Maps (Property)*), copies of which shall be initialed and retained by CSXT and DRPT (the "**Enhanced Valuation Maps**").

4.2.3 The infrastructure improvements shall be constructed as generally shown in Exhibit E (Infrastructure Improvements) (the "**Infrastructure Improvements**") and on the Enhanced Valuation Maps listed in Exhibit B-1B (*Enhanced Valuation Maps (Design)*). However, the Parties agree that the location and scope of projects may change or be substituted as provided for under the approved program established by DRPT and set forth in Exhibit E-2 (*Transforming Rail in Virginia Financial Plan*). DRPT and CSXT have generally agreed to the Confirmed Track Separation Distances on the RF&P Corridor, under which certain Infrastructure Improvements will be located and constructed. DRPT and CSXT agree that 25 feet track separations (based on track center spacing) from DRPT and CSXT owned tracks is the goal for the RF&P Corridor. For locations on the RF&P Corridor where a track center is designed at less than 25 feet from track owned by DRPT or CSXT, the Parties shall develop an inter-track fencing plan that meets FRA adjacent track worker safety requirements and describes the fencing type to be used and location (which, for the avoidance of doubt, excludes concrete barriers unless otherwise required by applicable Law). The plan will be approved in writing by DRPT and CSXT and implemented prior to DRPT's assumption of maintenance and dispatch under the Joint Operating and Maintenance Agreement. The cost of installing, maintaining and periodic removal and replacement of the fence shall be borne by DRPT. For any tracks constructed by or on behalf of DRPT that are less than 25 feet from CSXT's tracks, to the extent there is any cost of flagging or track protection on the adjacent Party's track that is required by FRA adjacent track worker safety requirements, those costs shall be borne by DRPT.

4.2.3.1 To implement the foregoing, DRPT and CSXT shall use commercially reasonable efforts to reach agreement for Unconfirmed Track Separation Distances and future phases using the purposes and objectives identified in Section 1.2, Exhibit D (*Service Plan*), the requirements in Section 4.2.3.1(a), the formula identified below in Section 4.2.3.1(b), and the requirements in Section 4.2.3.1(c)-(g), but without contravening any terms in this Agreement, or compromising safety or the efficient operation and maintenance of the RF&P Corridor:

(a) In establishing the Unconfirmed Track Separation Distances in Phases 1 and 2, Exhibit B-1B (*Enhanced Valuation Maps (Design)*) may be used as a reference. Where it is determined that greater track separations (based on track center spacing shown in such Exhibit B-1B) can be achieved, the tracks will be located and constructed to achieve the greater separations as follows:

(1) except to the extent caused by costs arising from an Unanticipated Condition (Phase 1 and Phase 2), under no circumstance shall the Parties' efforts to achieve any particular track separation distance cause DRPT's estimated costs with respect to any Phase 1 Project or Phase 2 Project to exceed the applicable Project Funding;

(2) DRPT will pursue greater track separations where existing track conveyed to DRPT has a current track separation distance of less than 15 feet by moving such tracks, subject to there being available Project Funding;

(3) where track separations are between 15 feet and 19 feet, DRPT will pursue greater track separations (not to exceed a total track separation of 19 feet), subject to there being available Project Funding available to do so, unless otherwise approved by DRPT;

(4) DRPT will pursue track separations that are greater than 19 feet but less than 25 feet upon mutual agreement of the parties, which shall not be unreasonably withheld, subject to there being available Project Funding available to do so;

(5) DRPT will be permitted to have track separations of less than 15 feet, and horizontal clearances of less than 9 feet, for new tracks at the locations described in Exhibit E-4 (*Confirmed Track Separation Distances Less Than 15 Feet (Phases 1 and 2)*) only, conditioned upon and subject to the satisfaction of the requirements of Exhibit E-4 (*Confirmed Track Separation Distances Less Than 15 Feet (Phases 1 and 2)*);

(6) Track center spacings for existing tracks shall be at least the track center spacing between such tracks as of January 1, 2021;

(7) Track center spacing for new tracks, other than tracks between DRPT and CSXT tracks, shall be at least the track center spacing required in subparagraph (6) above; and

(8) In the event a greater track separation design would require existing structures to be conveyed to DRPT that are not intended to be conveyed to DRPT under DRPT's baseline design in Exhibit B-1B (*Enhanced Valuation Maps (Design)*), DRPT shall determine in its sole discretion whether it will accept the conveyance of such structures.

In addition, and subject to the terms and conditions of applicable federal grants, the Project Funding may be redistributed by CSXT among the Phase 1 Projects for which there exist Unconfirmed Track Separation Distances as follows: (i) upon completion of the Phase 1 Projects for which there exist Unconfirmed Track Separation Distances, any remaining balance of the Project Funding for such Phase 1 Projects may be applied to Phase 2 Projects for which there exist Unconfirmed Track Separation Distances and (ii) upon completion of a Phase 2 Project for which there exist Unconfirmed Track Separation Distances, any remaining balance of the Project Funding for such Phase 2 Project (and any remaining balance from Phase 1) may be redistributed by CSXT among the Phase 2 Projects for which there exist Unconfirmed Track Separation Distances.

(b) The baseline design and Estimated Construction Costs for Unconfirmed Track Separation Distances for Projects in Phases 3 and 4 and future phases will be based on a minimum of 19-foot track center spacing, or such lesser track center spacing as determined for the locations set forth in Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*). The baseline design will include modifications to any structures included in Section 2 of Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*) where it is necessary to modify such structures to allow for a three or four-track railroad corridor. The tracks will be located and constructed to achieve greater separation, as follows:

(1) Where it is determined that greater separation can be achieved at an additional cost that does not exceed 20% of the Estimated Construction Cost for each project within Phases 3 and 4 and future phases, as compared to the baseline design, the tracks will be located and constructed to achieve such greater separation (including locations set forth

in Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*), provided, however, that on a project-by-project basis, the Estimated Construction Cost will be increased for the anticipated costs to address any Unanticipated Condition (Phase 3, 4, or future phase) resulting from the baseline design but the additional 20% available to achieve greater track separation distances shall continue to be measured as a percentage of the initial Estimated Construction Cost and not the Estimated Construction Cost as adjusted for the Unanticipated Condition (Phase 3, 4 or future phase);

(2) Other than as provided in (6) below, the major obstacles identified in Section 1 of Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*) will not be modified in order to achieve the greater separation unless the Parties otherwise agree, but the Parties may use the additional 20% to explore methods other than modification of the major obstacles to achieve greater track separation;

(3) Track center spacing shall not be less than 15 feet at any location not included in Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*);

(4) For locations included in Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*), including Interstate 95/64 NB and SB - Enhanced Val Map – EV-225:

(A) Track center spacing for new tracks shall be at least 15 feet between DRPT and CSXT tracks;

(B) Track center spacing for existing tracks shall be at least the track center spacing between such tracks as of January 1, 2021, except in the case of Interstate 95/64 NB and SB – Enhanced Val Map – EV-225, where existing track center spacing shall be permitted to be reduced from the track center spacing in effect as of January 1, 2021, provided that any such track center spacing(s) shall not be less than 15 feet without CSXT's consent; and

(C) Track center spacing for new tracks (other than track center spacing between CSXT and DRPT tracks with respect to new tracks addressed in subsection (A) above) shall be no less than the track center spacing required by subsection (B) above;

(5) The baseline design will be revisited prior to final design of each project in Phases 3 and 4 and future phases, to determine if obstacles identified in Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*) have been modified or eliminated or if new obstacles similar to those identified in Exhibit S (*Track Separation – Phases 3 and 4 and Future Phases*) have been created by CSXT. Changes or additions to the obstacles identified in Exhibit S (*Track Separation – Phases 3 and 4 and Future*

Phases) will be reflected in the final design of each project in Phases 3 and 4 and future phases;

(6) For any project to add additional tracks between CFP 101.8 and CFP 102.1, the baseline design will include modifications to the retaining walls for the WMATA flyover, subject to approval by the Washington Metropolitan Area Transit Authority.

(c) The design for Unconfirmed Track Separation Distances in Phases 1-4 and future phases will minimize, where feasible, the impacts to passenger station locations (including future station improvements) and will minimize impacts to future improvements. Such future improvements shall be identified during the design phase of an improvement covered under the Engineering and Construction Agreements. In connection with the development of the baseline design, the Parties agree that the DC2RVA Project Record of Decision dated September 5, 2019, and Exhibit B-1C (*Enhanced Valuation Maps (Non-binding DRPT Illustration)*) can be used as a reference document;

(d) The design for Unconfirmed Track Separation Distances in Phases 1-4 and future phases will seek to minimize impacts to overhead highway bridges and environmental impacts that delay the critical path of construction of the Infrastructure Improvements;

(e) Changes to track geometry must consider CSXT Standards, industry best practices, and impacts to on-going maintenance costs; and

(f) DRPT shall have the ability to design and construct the third and fourth tracks utilizing the land available within the RF&P Corridor as of the Effective Date, provided that because construction on the Retained RF&P Corridor will involve an exchange of track with CSXT, such construction shall require mutual agreement concerning the construction to be done and the improvements to be exchanged by the Parties in return for such construction, such agreement not to be unreasonable withheld, conditioned or delayed, and provided, further, that it shall not be unreasonable for CSXT to withhold agreement if CSXT would not retain the functional equivalent of all existing single and double mainline and shall have the opportunity to construct a second mainline where only one exists as of the Effective Date. The Parties recognize and acknowledge that there may be locations where additional right of way may need to be acquired by DRPT to effectuate subsections (a)-(f) and the Parties will work collaboratively to minimize DRPT's need to do so.

(g) In implementing and carrying out the objectives set forth in subsections (a)-(f), the Parties have established the Project Funding sums for Projects in Phases 1 and 2, and the formula for determining the maximum sum to be incurred by DRPT for Projects in Phases 3 and 4 and future phases. For the avoidance of doubt, the Parties agree that track separations shall be achieved within the sums so established and further agree that DRPT shall have no obligation to spend, and CSXT shall not have the right to assert or to compel DRPT to spend, any amount in excess of the aggregate amount of such sums in the design and construction of the Projects to accomplish the track separation objectives covered by the provisions of this Section 4.2.3. In addition, DRPT shall have no obligation to achieve, and CSXT shall have no right to assert or to compel DRPT to achieve, track separations greater than 25 feet in Phases 1 through 4 or in any future phases. However, subject to the Master Engineering Agreements and Master Construction Agreements, nothing in this Section 4.2.3 shall be construed to create any duty for CSXT to fund the Projects.

4.2.3.2 At Sale Date 1, as a part of the interests that CSXT shall convey in the Segment 1 Deeds, CSXT shall grant to DRPT a non-exclusive easement to the portion of the RF&P Corridor referred to, and defined as, the Freight Rail Corridor in the Segment 1 Deeds (such easement defined in the Segment 1 Deeds as the **"Subordinate Passenger Rail Easement"**). The Subordinate Passenger Rail Easement shall be set forth in detail in the Segment 1 Deeds.

4.2.3.3 The Parties agree that where there is a shared structure on one Party's property containing tracks owned by the other Party, the Party on whose property the shared structure is located shall either convey a portion of the structure or provide a permanent easement granting rights to use such shared structure.

4.3 **Conveyance of Interests in Segment 2.** At Sale Date 2, CSXT shall convey to DRPT all of its right, title and interest in Segment 2 by quitclaim deed in the form attached hereto as Exhibit C-2 (*Form of Deed for Segment 2 (VA)*) and Exhibit C-2A (*Form of Deed for Segment 2 (NC)*)(collectively, the "Segment 2 Deeds"), upon and subject to all of the covenants, restrictions, terms and conditions set forth in the Segment 2 Deeds. Segment 2 shall be legally described in the Segment 2 Deeds by reference to CSXT's existing valuation maps listed in Exhibit B-2 (*List of Segment 2 Valuation Maps*), copies of which shall be retained by CSXT and DRPT (the "Segment 2 Valuation Maps").As provided in the Segment 2 Deeds, such interest shall be subject to a right of first refusal by CSXT to conduct freight services on Segment 2 in the event DRPT permits the restoration of freight rail common carrier service.

4.4 **Conveyance of Interests in Segment 3.** At Sale Date 3, CSXT shall convey to DRPT all of its right, title and interest in Segment 3 by quitclaim deed in the form attached hereto as Exhibit C-3 (*Form of Deed for Segment 3*) ("Segment 3 Deed"), upon and subject to all of the covenants, restrictions, terms and conditions set forth in the Segment 3 Deed. Segment 3 shall be legally described in the Segment 3 Deed by reference to CSXT's existing valuation maps listed in Exhibit B-3 (*List of Segment 3 Valuation Maps*), which list of valuation maps shall be recorded with the Segment 3 Deed and copies of which shall be retained by CSXT and DRPT (the "Segment 3 Valuation Maps").As provided in the Segment 3 Deed, the interest conveyed to DRPT in Segment 3 shall be subject to (i) the BBRC Lease Agreement if the BBRC Lease Agreement is then in effect or (ii) an existing easement for rail freight services (the "Segment 3 Easement"); and that certain operating agreement (the "Segment 3 Operating Agreement"), governing the use and implementation of the Segment 3 Easement, if BBRC and CSXT enter into the Segment 3 Easement and the Segment 3 Operating Agreement on or before Sale Date 3 in place of the BBRC Lease Agreement; and (iii) all of the other covenants, restrictions, terms and conditions set forth in the Segment 3 Deed.

4.5 **Passenger Facilities.** On Sale Date 1, CSXT shall convey to DRPT all stations, platforms, and other passenger facilities with respect to the RF&P Corridor that are listed in the Segment 1 Deeds and are on the RF&P Corridor, and in accordance with the interests and timing provided for within the Segment 1 Deeds. On Sale Date 3, CSXT shall convey to DRPT all stations, platforms, and other passenger facilities with respect to Segment 3 that are listed in the Segment 3 Deed and are on Segment 3. DRPT shall assist CSXT in obtaining any Consents necessary for the conveyance of any passenger facilities. Any costs associated with obtaining Consents for conveyance of any stations, platforms, and other passenger facilities shall be addressed in a manner consistent with ARTICLE 20 (*Consents*). The lack of Consent or the inability to convey in accordance with this Section 4.5 (*Passenger Facilities*) on any given Sale Date shall not be a condition to Closing nor delay or postpone a Closing, and the Parties will continue after the Sale Date to use reasonable diligence to obtain the necessary Consent and to convey the stations, platforms, and other passenger facilities.

4.5.1 The West Platform in Charlottesville will not be conveyed on Sale Date 3. Upon receipt of written request by DRPT within seven (7) years of Sale Date 3, CSXT will quit claim any interest it may have in the West Platform. Such transfer will be subject to payment by DRPT to CSXT of an amount equal to the real estate taxes on the property between Sale Date 3 and the date transferred to DRPT.

4.6 **Utility Services.** Within forty-five (45) days following each Sale Date, DRPT shall transfer to itself all water, sewer, and other utility services relating to and serving solely the Segment conveyed on such Sale Date, provided that those utilities that will continue to be used by CSXT on Segment 1 or CSXT or BBRC on Segment 3 shall remain with CSXT or (on Segment 3) with BBRC. DRPT shall reimburse CSXT for any costs incurred for its failure to transfer all such water, sewer, and other utility services with respect to the relevant Segment within such forty-five (45) day period.

4.7 **Excluded Property.** Unless expressly included in Exhibit B-4 (*Appurtenant Property*), the conveyance to DRPT of CSXT's interest in each Segment shall exclude (i) any and all real property improvements and fixtures located on such Segment, and (ii) any and all non-real property improvements, fixtures and personal property, whether located on such Segment or otherwise, including railroad rolling stock, locomotives, trackmobiles, rear-end warning devices, automobiles, trucks, automotive equipment, machinery, office and computer equipment, radios, furniture, tools, inventories, materials and supplies (collectively, the "**Excluded Property**"). CSXT shall have the right to access and remove from each Segment all non-real property constituting Excluded Property within ninety (90) days after the applicable Sale Date, at its sole expense and without unreasonable interference with DRPT's operations.

4.8 **Surplus Property.** The surplus parcels shown on Exhibit B-5 (*Surplus Property*), attached hereto and made a part hereof, are specifically excluded from the sale of the Segments to DRPT.

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 December 16, 2023 (the "Survey Deadline"). Each Survey shall be prepared in compliance with the minimum requirements set forth in Exhibit C-4 (*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 any Survey submitted to CSXT that is not approved or rejected within 180 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 hereto as Exhibit C-5 (*Form of Deed of Confirmation (for Rail Corridor Easement (VA)*), 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.

4.10 Assignment and Assumption.

4.10.1 On each applicable Sale Date, CSXT and DRPT shall execute a Third Party Assignment and Assumption Agreement with respect to the relevant Segment in a form consistent with Exhibit F (*Third Party Assignment and Assumption Agreement*), identifying agreements to be assigned or retained by CSXT. For the avoidance of doubt, unless included in an exhibit to the Third Party Assignment and Assumption Agreement, DRPT shall not be assigned nor shall it assume any agreement granting longitudinal rights, billboard rights, cell tower rights, oil and gas rights, mineral rights, and air rights, and similar agreements granting use rights of the Segments to third parties by license or otherwise.

4.10.2 One of the agreements to be retained by CSXT in the Third Party Assignment and Assumption Agreement is that certain lease between CSXT and Bulk Intermodal Distribution Services, Inc. dated January 7, 1997 (the **"Transflo Lease"**), that currently affects a portion of Segment 1 in Acca Yard. At any time during the term of the Joint Operating and Maintenance Agreement, DRPT may request that CSXT cause the Transflo Lease to be revised to realign the tracks associated with the Transflo Lease to allow DRPT to use the property currently burdened by the Transflo Lease for Passenger Rail Operations (the **"Transflo Relocation"**).

CSXT and DRPT shall negotiate the track configuration that would achieve the Transflo Relocation provided that:

4.10.2.1 the Transflo Relocation will be deemed a Project under the Engineering and Construction Agreements and the Engineering and Construction Agreements shall be amended to include the Transflo Relocation.

4.10.2.2 DRPT shall be responsible for all costs of the Transflo Relocation. Engineering costs will be treated as Work Costs under the Master Engineering Agreement (CSXT) and construction costs will be treated as Project Costs under the Master Construction Agreement (CSXT);

4.10.2.3 DRPT will build tracks east of the property currently burdened by the Transflo Lease;

4.10.2.4 the Transflo Relocation must not:

(a) diminish the volume, velocity, throughput or service levels to customers; nor

(b) interfere with the operations of CSXT at or through Acca Yard; nor

(c) alter, modify or diminish CSXT's right to fulfill CSXT's common carrier obligation to serve current and future freight customers at or through Acca Yard.

4.11 **Reservations, Restrictions and Rights in Segments.** As more particularly set forth in the forms of the Deeds attached hereto and in addition to all of the other reservations, covenants, terms and conditions of the Deeds:

(a) with the exception of Long Bridge, in which CSXT shall retain its current non-exclusive freight easement rights, and the Long Bridge Improvements, in which CSXT's use thereof shall only be for the purpose of accommodating emergencies, construction, repairs or maintenance on its trackage, CSXT shall retain a permanent, exclusive freight easement on Segment 1 as stated in the Segment 1 Deeds. Segment 2 shall be subject to a right of first refusal by CSXT to conduct freight services on Segment 2 in the event DRPT permits the restoration of freight rail common carrier service, as stated in the Segment 2 Deed. Segment 3 shall be subject to the BBRC Lease Agreement or the Segment 3 Easement, as applicable, as stated in the Segment 3 Deed;

(b) the Passenger Easement and any other interest conveyed to DRPT shall only be used by DRPT, its contractors, VRE, Amtrak and any New Operator for passenger rail purposes;

(c) CSXT reserves all rights for existing and future longitudinals, billboards, cell towers, utility, oil and gas, mineral and air rights in the Segments that do not unreasonably interfere with DRPT's permitted use of the Segments, all as more completely described in the applicable Deed. As used in this Section 4.11(c) (*Reservations, Restrictions and Rights in Segments*), "unreasonably interfere" means that a proposed right would or may impair DRPT's present or future ability to construct, maintain or operate any planned rail lines within the applicable portion of the Segments. The Parties agree that any such proposed right will not be construed to be an unreasonable interference with DRPT's aforementioned ability if CSXT can reasonably demonstrate that the conditions, location, track setback and configuration of such proposed rights would meet CSXT's then current corridor occupancy standards and requirements for its own operating rights of way.

(d) CSXT and DRPT shall have a non-exclusive right to grant fiber longitudinals associated with a public rural broadband initiative on Segment 2 and Segment 3. With respect to all Segments, subject to DRPT securing any necessary third-party approvals, and assuming all environmental risk and cost associated with doing so, DRPT shall have the right to use the airspace above existing and future stations for residential, commercial, and office purposes, and to use airspace above any Segment it acquires to access train stations and platforms and to construct new train stations and platforms, provided that such stations and platforms will not unreasonably interfere with freight operations of CSXT and will be designed consistent with Law and CSXT Standards and CSXT Operating Rules (to the extent CSXT retains, or in the case of Segment 2, possesses and exercises, rights to conduct freight operations), as may be amended from time to time subject to Section 14.8 (*Ancillary Agreement – Engineering and Construction Agreements*).

(e) If CSXT has an unambiguous contractual right, in the discretion of CSXT acting reasonably, to cause a longitudinal occupant of the Corridor to bear the cost of the relocation of its equipment or assets under certain circumstances, then in the event that DRPT requests CSXT in writing to exercise any such right with respect to a specific location and for a specific purpose, and a longitudinal occupant disputes the obligation to relocate its equipment or assets at that location and for that purpose at its expense, CSXT will, either (i) initiate an action against the longitudinal occupant to enforce its rights with respect to that particular request, or (ii) assign CSXT's rights to cause the longitudinal occupant to relocate as provided in any such contract with respect to any such location to DRPT, on a limited basis, without prejudice to CSXT's continuing rights under the contract, and only to the extent reasonably necessary and for the duration reasonably required for the purposes of litigation concerning the particular relocation involved, provided, in either case, DRPT shall pay, on an initial and continuing basis, all reasonable costs (including attorney's fees) of adjudicating any dispute that may arise with the longitudinal occupant with respect to the exercise of CSXT's rights and any judgment or award against CSXT related thereto. Any such assignment shall terminate upon the resolution of any such litigation by settlement, judgment or award after all appeals, if any. For the avoidance of doubt, the Parties agree that CSXT has an unambiguous contractual right to cause Plantation Pipe Line Company or its successors or assigns to relocate its equipment or assets for the purposes of the Infrastructure Improvements.

4.12 **Conveyances by CSXT Subject to Certain Matters.** As more particularly set forth in the forms of the Deeds attached hereto and in addition to all of the other reservations, covenants, terms and conditions of the Deeds, at the applicable Sale Date, CSXT's conveyance of any interest in each Segment to DRPT shall be subject to the following:

(a) Real estate taxes and assessments both general and special, that become due and payable after the applicable Sale Date and subsequent years not yet due and payable as set forth in Section 2.4 (*Prorations*);

(b) Legally applicable building, zoning, subdivision and other federal, state, county, municipal or local Laws, ordinances and regulations;

(c) All existing telecommunications facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record;

(d) Any and all encroachments which might be revealed by a survey meeting applicable Commonwealth minimum technical requirements or by an inspection or proper survey of such Segment;

(e) Any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways;

(f) All other matters recorded in the real property records in the applicable counties and cities where such Segment is located;

(g) All exclusions, reservations and covenants described in this Agreement;

(h) Any pipes, wires, poles, cables, culverts, drainage courses or systems, or other facilities on or crossing the applicable Segment, together with the rights, if any, of Persons entitled to maintain, repair, renew, replace, use or remove the same;

(i) Agricultural, residential, recreation, commercial or industrial use shall not be permitted, except as provided in Section 4.11(d) (*Reservations, Restrictions and Rights in Segments*);

(j) All existing agreements, leases and easements (including, in the case of Segment 3, the BBRC Lease Agreement or the Segment 3 Easement, as applicable); and

(k) Any 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 Agreement provides actual notice thereof, including without limitation, any rights of Amtrak by operation of Law or otherwise.

4.13 **Disclaimer of Title Warranty.** CSXT does not represent the quality or character of its title or rights in the interests in the Segments to be conveyed to DRPT pursuant to this Agreement, and with respect to such interests CSXT shall convey, subject to the Parties' obtaining the necessary Consents and all of the other terms and conditions of this Agreement, all of its rights, title and interest, if any, in whatever form it currently exists by quitclaim deed, "AS IS, WHERE

IS," without warranty, representations, guarantees, statements or information, express or implied, with the Parties acknowledging that such rights, title and interest may include lesser property interests to the extent they may survive the conveyance. CSXT makes no warranties as to the quality of such title, the legal description thereof, the value, design or condition thereof, its merchantability or suitability for any use or purpose or any other matter whatsoever, made to or furnished to DRPT by CSXT or any of its officers, agents or employees, and shall be under no obligation to obtain title beyond that which it currently has. To the extent that CSXT's title to any Segments consists in whole or in part of railroad easements, and therefore only railroad easements are being acquired by DRPT, DRPT acknowledges that such railroad easements may not survive the consummation of the abandonment of all or a portion of the Segments in accordance with 49 U.S.C. § 10903 and 49 CFR Part 1152 as they may be amended, supplemented, or modified from time to time.

ARTICLE 5 Title to Segments

5.1 **Title Examination.** If DRPT conducts a title examination of any Segment and such examination discloses any matters that DRPT determines, in its sole judgment, materially and adversely affect marketability and insurability of title to all or any portion of such Segment (a "Title Objection"), DRPT may: (i) by so notifying CSXT on or before February 10, 2021, terminate this Agreement if any such Title Objection relates to Segment 1, (ii) refuse to accept all, but not less than all, of Segment 2 if any such Title Objection relates to Segment 2 by notifying CSXT on or before thirty (30) days prior to Sale Date 2 and/or (iii) refuse to accept all, but not less than all, of Segment 3 if any such Title Objection relates to Segment 3 by notifying CSXT on or before thirty (30) days prior to Sale Date 3. In the event DRPT refuses to accept either or both of Segment 2 and Segment 3 as permitted hereby, this Agreement shall apply only to those Segments accepted by DRPT. In the event this Agreement is terminated pursuant to this Section 5.1 (*Title Examination*) on account of a Title Objection related to Segment 1, neither Party shall be liable to the other for damages on account of the termination. Upon DRPT's failure to notify CSXT of its termination of this Agreement or of its refusal to accept all of Segment 2 or all of Segment 3, under and within the timeframe set forth in this Section 5.1 (*Title Examination*), DRPT shall be deemed to have waived any or all adverse title matters and its right to terminate this Agreement or to refuse to accept all of Segment 2 or all of Segment 3 on account thereof. No change in the Purchase Price shall be made as a consequence of any such refusal to accept all of Segment 2 or all of Segment 3.

5.2 **Liens and Mortgages.** Any mortgages or deeds of trust encumbering a Segment shall be satisfied by CSXT on or before the Sale Date of such Segment, and CSXT will obtain whatever releases are required to free such Segment from all such mortgages or deeds of trust. If any judgment liens, other liens for the payment of money (other than mortgages and deeds of trust) or lis pendens encumber a Segment on the applicable Sale Date, CSXT shall, at its option, cause such lien or lis penden to be released, provide a corporate surety bond with respect to such lien or lis penden or execute and deliver to DRPT or its title insurer an indemnity agreement, in form and substances reasonably satisfactory to both Parties, with respect to such liens or lis pendens.

5.3 **Title Policy.** DRPT may, at its expense, elect to obtain a standard A.L.T.A owner's policy of title insurance pursuant to which title to any Segment shall be insured, provided, however, that procurement of said policy shall not be a condition precedent to Closing. If DRPT elects to obtain such a policy for any Segment, CSXT hereby agrees to execute and deliver at the Sale Date for such Segment the form of owner's agreement attached hereto as Exhibit G (*Owners' Agreement*).

ARTICLE 6 DRPT Inspection

6.1 **Inspection.** Prior to the later of Sale Date 2, Sale Date 3 or the conversion of the Passenger Easement, and provided such entry is in connection with the furtherance of the purposes of this Agreement with respect to the relevant Segment, DRPT shall have the privilege of entering the Corridor with DRPT's agents, representatives or contractors to inspect, examine, survey and study and make other engineering or landscaping tests or surveys which it may deem necessary with respect to the Segments; *provided*, *however*, that:

6.1.1 the inspections addressed in this ARTICLE 6 (*DRPT Inspection*) exclude all environmental inspections with respect to the Corridor, all of which shall be governed exclusively by the Environmental ROE;

6.1.2 DRPT executes and delivers to CSXT an Inspection Right of Entry Agreement (the "**Inspection Right of Entry Agreement**"), the form of which is attached as Exhibit I (*Inspection Right of Entry Agreement*);

6.1.3 no grading, test borings or other invasive tests or surveys shall be done and no trees or bushes shall be cut except as authorized under the Inspection Right of Entry Agreement and except for trees and bushes necessary to clear testing for survey purposes;

6.1.4 any formal tests, surveys or studies shall be performed by one or more contractors hired directly or indirectly by DRPT;

6.1.5 no contractor shall be permitted to enter the Corridor unless said contractor first executes and delivers to CSXT the *Entering Contractor Indemnity Agreement* in the form of Exhibit C to the Inspection Right of Entry Agreement, and providing whatever proof of the insurance may be required by the Inspection Right of Entry Agreement;

6.1.6 any inspections or examinations conducted by DRPT's employees and contractors (including subcontractors thereof) shall only be conducted in accordance with the terms of the Inspection Right of Entry Agreement and DRPT shall require its employees and contractors to follow all of CSXT's safety instructions as a condition of entering the Corridor; and

6.1.7 following the applicable Sale Date or conversion of the Passenger Easement, DRPT's rights with respect to the relevant Segment shall be governed by the Joint Operating and Maintenance Agreement.

6.2 **Liability.** CSXT shall in no way be liable or responsible for any activities of DRPT upon the Corridor taken pursuant to this ARTICLE 6 (*DRPT Inspection*). DRPT shall be responsible for any and all claims arising out of its own acts and/or omissions, and those of its employees and contractors, during the performance of inspections or examinations pursuant to this ARTICLE 6 (*DRPT Inspection*); provided, however that this provision is not intended to give nor will it be interpreted as giving, a right of indemnification to CSXT by DRPT, either by contract or by Law, for claims arising out of the performance of this ARTICLE 6 (*DRPT Inspection*), provided, further, that the claims for which DRPT is responsible shall include the reasonable cost, if any, of CSXT defending itself against claims brought against CSXT arising out of the acts or omissions or willful misconduct of DRPT.

6.3 **Liens.** Should anyone attempt to file a lien against the Corridor by reason of DRPT's activities pursuant to this ARTICLE 6 (*DRPT Inspection*), DRPT shall have the same canceled, satisfied and discharged of record within sixty (60) Business Days after actual notice thereof.

6.4 **Copies.** If requested by CSXT, DRPT shall at no cost to CSXT promptly give CSXT a complete copy of any or all written material containing information about inspections, tests, surveys, studies, examinations, procedures, investigations or reports conducted or prepared pursuant to this ARTICLE 6 (*DRPT Inspection*), with the exception of material protected by the attorney-client privilege and/or work product doctrine or otherwise as required by Law.

6.5 **Due Diligence.** Except with respect to the representations and warranties of CSXT set forth in Section 10.1 (*CSXT's Representations*), DRPT shall rely solely on DRPT's due diligence in determining whether to proceed to Closing.

ARTICLE 7 Subdivision

In the event the conveyance contemplated hereunder shall constitute a subdivision that is not otherwise exempted from local ordinances, and if as a prerequisite to the recording of such conveyance it shall become necessary to comply with applicable subdivision ordinances and regulations; DRPT shall, with reasonable diligence, arrange and pay for the filing of any necessary plat with the appropriate authorities. DRPT shall assume the entire cost of whatever streets, sewers and utilities are required in connection with such subdivision, and will do all other acts and file such other papers as may be necessary to obtain any and all required approvals thereof. CSXT shall execute such reasonable documents and plats as are reasonably necessary to accomplish such subdivision. All costs, expenses, attorneys' fees incurred in complying with any such subdivision ordinances and regulations, including, without limitation, dedication and installation of streets, sewers and utilities, shall be borne solely by DRPT, and DRPT shall be solely responsible for, and pay for, all claims, demands, suits, costs or expenses arising or in any way growing out of any failure by DRPT to fully comply with such subdivision ordinances and regulations, and DRPT hereby releases CSXT from all such claims, demands, suits, costs or expenses.

ARTICLE 8 Casualty and Condemnation.

8.1 **Damage.** The following provisions shall apply upon the occurrence of any Damage:

8.1.1 In the case of any Material Damage, CSXT shall promptly notify DRPT of the Material Damage after CSXT becomes aware of the same.

8.1.2 In the case of Material Damage to Current Operations affecting Segment 1:

8.1.2.1 CSXT shall, within 30 days after the occurrence of such Material Damage, notify DRPT that either (i) CSXT agrees to undertake to repair the rail facilities so damaged (including any required engineering, design and permitting, the "**Segment 1 Current Operations Repair Work**") or (ii) CSXT is unable or unwilling to undertake the Segment 1 Current Operations Repair Work.

8.1.2.2 If CSXT agrees to undertake the Segment 1 Current Operations Repair Work and any of such work cannot reasonably be completed by Sale Date 1, the obligation of CSXT to undertake and complete the Segment 1 Current Operations Repair Work shall survive the Closing for Segment 1.

8.1.2.3 If CSXT agrees to undertake the Segment 1 Current Operations Repair Work and thereafter completes the same before Sale Date 1 or is diligently undertaking the same as of Sale Date 1, as applicable, then the Parties shall proceed to Closing for Segment 1 subject to the other terms and conditions of this Agreement.

8.1.2.4 If (i) CSXT agrees to undertake the Segment 1 Current Operations Repair Work but does not complete the same by Sale Date 1 and is not diligently undertaking the Segment 1 Current Operations Repair Work as of Sale Date 1 or (ii) CSXT does not agree to undertake the Segment 1 Current Operations Repair Work, then DRPT may terminate this Agreement.

8.1.3 In the case of Material Damage to Future Operations affecting Segment 1:

8.1.3.1 CSXT shall, within 30 days after the occurrence of such Material Damage, notify DRPT that either (i) CSXT agrees to undertake to restore the damage (including any required engineering, design and permitting, the "**Segment 1 Future Operations Repair Work**") or (ii) CSXT is unable or unwilling to undertake the Segment 1 Future Operations Repair Work.

8.1.3.2 If CSXT agrees to undertake the Segment 1 Future Operations Repair Work, and any of such work cannot reasonably be completed by Sale Date 1, the obligation of CSXT to undertake and complete the Segment 1 Future Operations Repair Work shall survive the Closing for Segment 1.

8.1.3.3 If CSXT agrees to undertake the Segment 1 Future Operations Repair Work and thereafter completes the same before Sale Date 1 or is diligently undertaking the same as of Sale Date 1, as applicable, then the Parties shall proceed to Closing for Segment 1 subject to the other terms and conditions of this Agreement.

8.1.3.4 If (i) CSXT agrees to undertake the Segment 1 Future Operations Repair Work but does not complete the same by Sale Date 1 and is not diligently undertaking the Segment 1 Future Operations Repair Work as of Sale Date 1 or (ii) CSXT does not agree to undertake the Segment 1 Future Operations Repair Work, DRPT may terminate this Agreement.

8.1.4 In the case of any Material Damage to Passenger Stations:

8.1.4.1 CSXT shall, within 30 days after the occurrence of such Material Damage, notify DRPT that either (i) CSXT agrees to undertake to restore such Damage (including any required engineering, design and permitting, the "**Segment 1 Passenger Station Repair**

Work") or (ii) CSXT is unable or unwilling to undertake the Segment 1 Passenger Station Repair Work.

8.1.4.2 If CSXT agrees to undertake the Segment 1 Passenger Station Repair Work and any of such work cannot reasonably be completed by Sale Date 1, the obligation of CSXT to undertake and complete the Segment 1 Passenger Station Repair Work shall survive the Closing for Segment 1.

8.1.4.3 If CSXT agrees to undertake the Segment 1 Passenger Station Repair Work and thereafter completes the same before Sale Date 1 or is diligently undertaking the same as of Sale Date 1, as applicable, then the Parties shall proceed to Closing for Segment 1 subject to the other terms and conditions of this Agreement.

8.1.4.4 If (i) CSXT agrees to undertake the Segment 1 Passenger Station Repair Work but does not complete the same by Sale Date 1 and is not diligently undertaking the Segment 1 Passenger Station Repair Work as of Sale Date 1, as applicable, or (ii) CSXT does not agree to undertake the Segment 1 Passenger Station Repair Work, then DRPT may elect to exclude the affected passenger rail station from its purchase of Segment 1; in such case, DRPT's obligation to purchase and CSXT's obligation to sell Segment 1 on Sale Date 1 shall not be affected (other than to exclude the affected passenger rail station from Segment 1).

8.1.5 In the case of any Damage to Segment 2, regardless of the materiality of such Damage, DRPT's obligation to purchase and CSXT's obligation to sell Segment 2 on Sale Date 2 shall not be affected.

8.1.6 In the case of Material Damage to Current Operations affecting Segment 3:

8.1.6.1 CSXT shall use good faith efforts to and shall diligently enforce any obligation of BBRC under the BBRC Lease to restore the utility of then current rail operations with respect to Segment 3 (the "**Segment 3 Repair Work**").

8.1.6.2 The obligation of CSXT to use good faith efforts to and to diligently enforce the obligation of BBRC to undertake and complete the Segment 3 Repair Work shall survive the Closing for Segment 3.

8.1.6.3 If BBRC completes the Segment 3 Repair Work before Sale Date 3 or is diligently undertaking any Segment 3 Repair Work as of Sale Date 3, then the Parties shall proceed to Closing for Segment 3 subject to the other terms and conditions of this Agreement.

8.1.6.4 If BBRC has not completed the Segment 3 Repair Work by Sale Date 3 (or, in the case of Segment 3 Repair Work that cannot reasonably be completed by Sale Date 3, is not diligently undertaking any Segment 3 Repair Work as of Sale Date 3), DRPT may terminate this Agreement as to Segment 3 only.

8.1.7 To the extent that any obligation of CSXT under this Section 8.1 (*Damage*) to repair any Material Damage affecting Segment 1 or to enforce the obligation of BBRC to repair any Material Damage affecting Segment 3 survives the Closing for the sale of such Segment, then after such Closing, DRPT shall have all rights and remedies available under this Agreement or at law or in equity if CSXT breaches such obligation, including a right of specific performance and a right to recover damages.

8.1.8 The rights and remedies of DRPT set forth in this Section 8.1 (*Damage)* shall be DRPT's sole and exclusive rights and remedies on account of any loss or damage to any Segment by fire or other casualty which occurs before the Closing for the sale of such Segment, and, except as expressly provided in this Section 8.1 (*Damage*)*,* (i) CSXT shall have no obligation to DRPT to repair or restore any such loss or damage, (ii) CSXT shall have no obligation to compensate DRPT for such loss or damage, (iii) DRPT shall have no right to terminate this Agreement or to receive any of CSXT's insurance proceeds on account of any such loss or damage, (iv) DRPT's obligation to purchase and CSXT's obligation to sell such Segment on the applicable Sale Date shall not be affected by such loss or damage and (v) no adjustment shall be made in the amount or due date of the Purchase Price as provided in this Agreement on account of such loss or damage.

8.2 **Condemnation.** The following provisions shall apply upon the occurrence of any Condemnation:

8.2.1 CSXT shall give DRPT notice of the Condemnation promptly after CSXT becomes aware of the same. Before the Closing for the sale of each Segment, CSXT shall not agree to transfer such Segment or any portion thereof (or any interest thereof) in lieu of the exercise of the power of eminent domain without the prior consent of DRPT.

8.2.2 In the case of a Material Condemnation affecting Segment 1, DRPT shall have the option to terminate this Agreement or to proceed to Closing for Segment 1. If DRPT elects to proceed to the Closing for Segment 1, (i) no adjustment shall be made in the amount or due dates of the Purchase Price as provided in this Agreement and (ii) DRPT shall be entitled to receive any Condemnation proceeds attributable to Segment 1 as a result of such Material Condemnation, subject to the rights of any third parties with interests in Segment 1.

8.2.3 In the case of a Condemnation affecting Segment 2, regardless of the materiality of such Condemnation, (i) DRPT's obligation to purchase and CSXT's obligation to sell Segment 2 on Sale Date 2 shall not be affected, (ii) no adjustment shall be made in the amount or due dates of the Purchase Price as provided in this Agreement and (iii) DRPT shall be entitled to receive any Condemnation proceeds attributable to Segment 2 as a result of such Condemnation, subject to the rights of any third parties with interests in Segment 2.

8.2.4 In the case of a Material Condemnation affecting Segment 3, (i) DRPT shall have the option to terminate this Agreement as to Segment 3 only or to proceed to Closing for Segment 3, (ii) no adjustment shall be made in the amount or due dates of the Purchase Price as provided in this Agreement and (iii) if DRPT proceeds to Closing for Segment 3, DRPT shall be entitled to receive any Condemnation proceeds attributable to Segment 3 as a result of such Material Condemnation, subject to the rights of BBRC and any other third parties with interests in Segment 3.

8.2.5 The rights and remedies of DRPT set forth in this Section 8.2 (*Condemnation*) shall be DRPT's sole and exclusive rights and remedies on account of any

Condemnation that is commenced or threatened with respect to a Segment or any portion thereof before the Closing for such Segment, and, except as expressly provided in this Section 8.2 (*Condemnation*), (i) CSXT shall have no obligation to undertake any improvements, repair or restoration on account of any such Condemnation, (ii) CSXT shall have no obligation to compensate DRPT for such Condemnation, (iii) DRPT shall have no right to terminate this Agreement or to receive any of the proceeds on account of such Condemnation, (iv) DRPT's obligation to purchase and CSXT's obligation to sell such Segment shall not be affected by such Condemnation and (v) no adjustment shall be made in the amount or due date of the Purchase Price as provided in this Agreement on account of such Condemnation.

8.3 **Post-Closing Damage or Condemnation.** Nothing contained in this ARTICLE 8 (*Casualty and Condemnation*), shall apply to (i) any loss or damage to any Segment that occurs after the Closing for the sale of such Segment or (ii) any taking of all or any portion of a Segment (or any interest therein) pursuant to the power eminent domain, or a transfer in lieu thereof, that is commenced or threatened after the Closing for the sale of such Segment.

ARTICLE 9 Conditions Precedent

9.1 **Conditions Precedent to Effectiveness.** Unless otherwise agreed to in writing by the Parties, the effectiveness of this Agreement shall be subject to the following condition:

9.1.1 the Governor of Virginia has approved the Transaction prior to Sale Date 1.

9.2 **Conditions Precedent to Closing of Segment 1.** Unless otherwise agreed to in writing by the Parties, or waived by the Party entitled to waive, Closing of Segment 1 shall be subject to the fulfillment of the following conditions:

9.2.1 Conditions to CSXT's obligation to close:

9.2.1.1 DRPT has paid the portion of the Purchase Price in accordance with Section 2.2.1 (*Purchase Price*);

9.2.1.2 the representations and warranties of DRPT set forth in Section 10.2 (*DRPT's Representations*) are true and correct in all material respects on and as of Sale Date 1 as if made on and as of such date;

9.2.1.3 no default under the Agreement by DRPT shall have occurred and be continuing;

9.2.1.4 DRPT has executed and made available for delivery the Ancillary Agreements;

9.2.2 Conditions to DRPT's obligation to close:

9.2.2.1 the representations and warranties of CSXT set forth in Section 10.1 (*CSXT's Representations*) are true and correct in all material respects on and as of Sale Date 1 as if made on and as of such date;

9.2.2.2 no default under this Agreement by CSXT shall have occurred and be continuing;

9.2.2.3 CSXT has executed and made available for delivery the Ancillary Agreements and the Segment 1 Deeds;

9.2.3 Conditions on either Party's obligation to close:

9.2.3.1 no change shall have occurred in Law between the Execution Date and Sale Date 1 that would materially adversely affect the ability of CSXT to perform this Agreement or DRPT to provide services as set forth in this Agreement;

9.2.3.2 Congress has enacted legislation permitting the conveyance of a permanent right of way in federal lands to the Commonwealth for the construction of the Long Bridge Improvements;

9.2.3.3 a jurisdictional decision from the STB, confirming that the Transaction does not require STB approval, in accordance with Section 19.2 *(Regulatory Approval)* shall have been served by the STB;

9.2.3.4 all Consents have been obtained and are in force and effect;

9.2.3.5 Amtrak and CSXT have executed and delivered the Amtrak Amendment (Operating Agreement);

9.2.3.6 the Commissions and CSXT have executed and delivered the Operating Agreement (CSXT/Commissions);

9.2.3.7 the Commissions and CSXT have executed and delivered the Amendment to Commissions Master Lease Agreement.

9.3 **Conditions Precedent to Closing of Segment 2 and Segment 3.** Unless otherwise agreed to in writing by the Parties, the Closing of Segment 2 and the Closing of Segment 3, each separately, shall be subject to the fulfillment of the conditions set forth in Sections 9.2.1 through 9.2.3, respectively, as of the applicable Sale Date, provided that the deed referred to in 9.2.2.3 shall be the applicable Deed for Segment 2 and Segment 3, respectively.

9.4 **Conditions Precedent to Conveyance of Amtrak Related Passenger Facilities**. Notwithstanding the foregoing, CSXT shall have no obligation to convey Amtrak related passenger facilities unless and until Amtrak and CSXT have executed and delivered the Amtrak Amendment (Lease).

ARTICLE 10 Representations and Warranties

10.1 **CSXT's Representations.** CSXT hereby represents and warrants to DRPT, as of the Execution Date and at each Sale Date, as follows:

10.1.1 *Assessments.* To CSXT's actual knowledge, no assessments have been made against any Segment that are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, which have or would reasonably be expected to have a Material Effect.

10.1.2 *Boundary Lines of Land.* To CSXT's actual knowledge, there is no pending litigation, or any dispute or litigation threatened in writing, concerning the location of the boundary lines of any Segment, which has or would reasonably be expected to have a Material Effect.

10.1.3 *Notice of Condemnation.* Except to the extent that CSXT has notified DRPT of any Condemnation pursuant to Section 8.2 (*Condemnation*), to CSXT's actual knowledge, there is no Condemnation affecting all or any portion of any Segment.

10.1.4 *Knowledge of CSXT.* As used herein in this Section 10.1 (*CSXT's Representations*), exclusive of Section 10.1.13 (*Environmental Liabilities*), the phrase "actual knowledge of CSXT" or similar references shall refer to the actual knowledge of Sean Nesselt, Senior Director – Real Estate, as of the Execution Date and each Sale Date, and after reasonable inquiry of CSXT's real estate department and law department with regard to the representations made.

10.1.5 *Authorization.* CSXT has taken all necessary corporate action to authorize the execution of this Agreement, and those Persons executing this Agreement on behalf of CSXT, are authorized to do so; provided, however, that no officer, director, shareholder, beneficial owner, agent or employee of CSXT shall be personally liable for any obligation hereunder.

10.1.6 *Good Standing.* CSXT is a duly organized and validly existing corporation under the Laws of the Commonwealth and duly authorized and registered to transact business in the Commonwealth.

10.1.7 *Binding.* This Agreement is a legal, valid and binding agreement of CSXT, enforceable against CSXT in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar Laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

10.1.8 *No Violation.* Entering into this Agreement by CSXT is not in violation of any Law.

10.1.9 *Third Party Rights.* Without altering CSXT's express disclaimer of any title warranty, nor imposing any obligation upon CSXT other than to provide a quitclaim deed to DRPT at each Sale Date as described in this Agreement, CSXT states that to the actual knowledge of CSXT, no third party has a right to purchase any portion of any Segment.

10.1.10 *No Consummated Abandonment.* Except as provided in Exhibit J (Abandonments), from December 16, 2019 to present, there have been no consummated abandonments, as that term is used in the ICC Termination Act of 1995, concerning the mainline trackage of CSXT which are part of the property conveyed to DRPT pursuant the applicable Deed.

10.1.11 *Trackage Rights Agreements*. To the actual knowledge of CSXT, the list of Trackage Rights Agreements contained in Exhibit K (*Trackage Rights Agreements*) are all of the Trackage Rights held by other rail carriers on the property conveyed to DRPT pursuant to the applicable Deed. If, after the relevant Sale Date, it is determined that a rail carrier held additional Trackage Rights on any portion of the relevant Segment prior to the Sale Date, and such Trackage Rights still exist, CSXT shall, at its expense, exercise commercially reasonable efforts to cause such Trackage Rights holders to discontinue and release such Trackage Rights, subject to regulatory authority under applicable Law. CSXT shall permit DRPT to review pleadings that CSXT intends to file in order to effectuate these efforts, and DRPT shall bear the cost of its attorneys' fees and other expenses in performing this review.

10.1.12 *Assigned Agreements and Instruments*. To the actual knowledge of CSXT, CSXT is not in material breach of any agreement or instrument that will be assigned to DRPT as part of the applicable Third Party Assignment and Assumptions Agreement.

10.1.13 *Environmental Liabilities*. Other than the matters contained in Exhibit L (*Environmental Liabilities*), as of the date of this Agreement, to the actual knowledge of Daniel Dyer, Senior Manager, Public Safety, Health & Environment Department, based upon his review of CSXT's Railroad Accident Reporting database as of the date of this Agreement, there have been no Releases of Hazardous Materials by CSXT on any Segment that are reportable to a state or federal government agency under Laws which required investigation and/or remediation activities under Law, and such required investigation and/or remediation has not previously concluded.

10.1.14 *Disclaimer*. Other than as expressly set forth in this Section 10.1 (*CSXT's Representations*), CSXT has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to DRPT concerning the Corridor.

10.2 **DRPT's Representations.** DRPT hereby represents and warrants to CSXT, as of the Execution Date and at each Sale Date, as follows:

10.2.1 *Binding*. This Agreement is a legal, valid and binding agreement of DRPT, enforceable against DRPT in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

10.2.2 *No Violation*. Entering into this Agreement by DRPT is not a violation of any Law or order.

10.2.3 *Authorization*. DRPT has taken all necessary action to authorize the execution of this Agreement, and those Persons executing this Agreement on behalf of DRPT are authorized to do so; *provided*, *however*, that no officer, director, beneficial owner, agent or employee of DRPT shall be personally liable for any obligation hereunder.

10.2.4 To the actual knowledge of Michael Mclaughlin, Chief of Rail Transportation, based upon the Office of the Attorney General's review of any title information provided to DRPT, DRPT is not aware of any breach by CSXT of any representation or warranty in this Agreement related to Section 10.1.1, 10.1.2, 10.1.3, 10.1.10, 10.1.11 or 10.1.12.

10.3 **Sale Date Representations.** At any time prior to a Sale Date, either Party may update, supplement or modify its representations and warranties made pursuant to Section 10.1 (*CSXT's Representations*) or Section 10.2 (*DRPT's Representations*), as applicable, with respect to the Segment to which the update, supplement or modification applies by providing notice to the other Party ("Amendment Notice"). If, despite the Amendment Notice, the Party receiving such Amendment Notice chooses to proceed with the sale of the applicable Segment, such action shall constitute acceptance of the Amendment Notice and such Party may not refuse to close with respect to the applicable Segment on grounds that the conditions under ARTICLE 9 (*Conditions Precedent*) are not satisfied. The Party receiving the Amendment Notice may refuse to close on a Segment on grounds that the conditions under ARTICLE 9 (*Conditions Precedent*) are not satisfied if the update, supplement or modification provided in the Amendment Notice contains a disclosure of a fact, condition or effect which has, or is reasonably likely to have a material adverse effect on such Party. If a Party refuses to close on a Segment, neither Party shall have any obligation under this Agreement relating to that Segment. If a Party refuses to close on Segment 1, this Agreement shall terminate.

10.4 **Disclosure.** DRPT shall be deemed to be aware of and there are deemed to have been disclosed to DRPT as if set forth herein (i) all matters fairly disclosed or contained in this Agreement, (ii) any title report provided to DRPT and (iii) any agreement identified in the Assignment and Assumption Agreement (Third Party) as being assigned to DRPT with respect to an applicable Segment, and CSXT shall not be in breach of any representation or warranty to the extent DRPT is deemed to be aware of the information referred to in this Section 10.4 (*Disclosure*).

10.5 **Survival and Breach.** CSXT's and DRPT's representations and warranties in this ARTICLE 10 (*Representations and Warranties*) shall survive until November 30, 2023.

ARTICLE 11 Additional Covenants

11.1 **Encumbrances.** CSXT does hereby covenant and agree with respect to the Segments that from and after the Execution Date to the date and time of the last Sale Date, CSXT shall not, without prior written consent of DRPT, convey any portion of a Segment or any rights therein, nor enter into any conveyance or other agreement or amendment to agreement granting to any Person or entity any rights with respect thereto or any part thereof, or any interest whatsoever therein, or any option thereto, unless such conveyance, right or other interest is: (i) an exercise by CSXT of any right reserved by it hereunder, or (ii) in the ordinary course of CSXT's business with respect to licenses, wirelines and other similar third party occupancies that would not materially adversely affect the ability of DRPT to construct, maintain, or operate any planned rail lines within the applicable Segment as set forth in this Agreement, or (iii) subordinate to the rights of DRPT under this Agreement. Exclusive of the Segment 3 Easement, in the event CSXT intends to convey any portion of a Segment or enter into any agreement for conveyance between the Execution Date and the applicable Sale Date in accordance with clause (iii) in the preceding sentence, CSXT shall provide to DRPT written notice no later than ninety (90) days prior to the consummation of such conveyance or execution of such agreement for DRPT review and approval. In the event DRPT fails to respond to CSXT's written notice within thirty (30) days following receipt thereof, CSXT's notice shall be deemed approved. CSXT further agrees that from and after the Execution Date, and until an applicable Sale Date, CSXT shall not fail to make any payments due to any Person or entity who, as a result of such failure, would have the right to claim any lien rights with respect to any of the Segments or any interest of CSXT therein. CSXT shall have the right to contest any such payment so long as CSXT bonds off any liens filed with respect thereto or provides DRPT with reasonably adequate security with respect thereto.

11.2 **Payment of Taxes.** Without waiving any right to contest any and all amounts which may be levied against CSXT for ad valorem taxes, or to recover any portion thereof allocable to DRPT, CSXT shall continue to pay all ad valorem taxes for which it is responsible under this Agreement in a timely manner.

11.3 **No Third Party Agreement Modifications**. As of December 16, 2019, to the extent that any third-party agreement is of a type that will be assigned by CSXT to DRPT as of a Sale Date, CSXT has not, and will not, modify any such third-party agreement in effect as of December 16, 2019, in a way that would have a material adverse effect on the ability of DRPT to provide passenger rail services as set forth in this Agreement.

11.4 **Compliance with Contracts.** From and after the Execution Date to the relevant Sale Date, CSXT agrees to remain in material compliance with all requirements related to the Third Party Assignment and Assumption Agreement, and make all payments due thereunder and not waive any default thereunder, in each case to the extent that noncompliance would materially and adversely affect the ability of DRPT to provide the rail passenger services as set forth in this Agreement or result in DRPT incurring any obligation to make such payment.

11.5 **Environmental Releases**. In the event of a material Release of Hazardous Materials from and after the Environmental Due Diligence Period and prior to the relevant Sale Date ("**Material Post DD Release**"), CSXT shall: (i) notify DRPT via email within twenty-four (24) hours of knowledge of the Material Post DD Release and thereafter keep DRPT reasonably informed of the status of any investigation of the Material Post DD Release, and (ii) remediate or cause to be remediated such Material Post DD Release to the extent required by Environmental Laws utilizing institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Segments for railroad purposes and the cost for which shall be at CSXT's sole expense; *provided*, however, that in the event CSXT does not remediate or cause to be remediated any such Material Post DD Release in Segment 2 or Segment 3 to the extent required by Environmental Laws, DRPT may: (i) remediate or cause to be remediated such Material Post DD Release post-Closing to the extent required by Environmental Laws utilizing institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Segments for railroad purposes and the cost for such remediation shall be subject to the cost sharing and limitations in Section 16.2.1 (*Remediation*), or (ii) provide CSXT with written notice that DRPT will terminate this Agreement with respect to Segment 2 and/or Segment 3, as applicable, without any adjustment to the Purchase Price. Notwithstanding the foregoing, if CSXT does not remediate or cause to be remediated any such Material Post DD Release to the extent required by Environmental Laws with respect to Segment 1, DRPT shall then have the right to either (a) terminate this Agreement or (b) proceed to Closing and post-Closing CSXT shall remediate or cause to be remediated such Material Post DD Release to the extent required by Environmental Laws utilizing institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Segments for railroad purposes and the cost for which shall be at CSXT's sole expense (*i.e.*, such Segment 1 remediation costs shall be borne by CSXT alone and shall not be subject to the cost sharing principles set forth in Section 16.2.1 (*Remediation*)). In the event CSXT is remediating such Material Post DD Release post-Closing, DRPT will grant CSXT and its contractors access to the area of such Material Post DD Release as reasonably necessary for CSXT to complete such remediation, and will execute such documents in recordable form as may be necessary to document the conclusion of the remediation or to impose engineering or institutional controls related thereto as required by a Governmental Authority asserting jurisdiction over the Material Post DD Release.

11.6 **Ongoing Efforts.** From and after the Execution Date, (i) DRPT shall proceed in good faith and with reasonable diligence in undertaking its obligations under this Agreement and the applicable Ancillary Agreements and with respect to the design, development, construction, and completion of the Infrastructure Improvements identified in Exhibit E (*Infrastructure Improvements*) and (ii) CSXT shall cooperate in good faith, and with reasonable diligence, in undertaking its obligations under this Agreement and the applicable Ancillary Agreements with respect to the design, development, construction and completion of such Infrastructure Improvements.

11.7 **Survival and Breach.** Except as otherwise expressly provided herein, CSXT's and DRPT's covenants in this ARTICLE 11 (*Additional Covenants*) shall survive until the expiration of the Joint Operating and Maintenance Agreement as set forth in ARTICLE 16 of such agreement.

ARTICLE 12 Rail Services after Sale Dates

12.1 Services.

12.1.1 After each Sale Date, and in accordance with the provisions of Section 12.2 (*Service Plan*), DRPT shall have the right to provide the following services in the applicable Segment, subject to the CSXT Operating Rules and the Joint Operating and Maintenance Agreement:

(a) Commuter Rail Service, provided such operations on the portion of the RF&P Corridor that is owned or dispatched by CSXT shall be subject to the terms of the Operating Agreement (CSXT/Commissions) as it may be amended, including as it may be modified as contemplated in ARTICLE 14 (*Companion and Ancillary Agreements*);

(b) Intercity Passenger Rail Service – Commonwealth-Supported, provided by Amtrak, provided such service on any Segment that is owned or dispatched by CSXT shall be pursuant to the Operating Agreement (CSXT/Amtrak) as it may be amended, including as it may be modified as contemplated in ARTICLE 14 (*Companion and Ancillary Agreements*); and

(c) Intercity Passenger Rail Service – Long-Distance provided by Amtrak provided such service on any Segment that is owned or dispatched by CSXT shall be pursuant to the Operating Agreement (CSXT/Amtrak) as it may be amended, including as it may be modified as contemplated in ARTICLE 14 (*Companion and Ancillary Agreements*).

12.1.2 CSXT shall retain the sole right to provide freight service along the Segments, except as provided under the Segment 3 Easement and as the Parties may otherwise agree with respect to Segment 2.

12.1.3 High or Higher Speed Passenger Rail for intercity passenger rail service on Segment 1 and Segment 3, shall be at DRPT's sole expense and subject to track classification, station spacing, track geometry, and CSXT Operating Rules. High or Higher Speed Passenger Rail service on Segment 2 may occur at DRPT's discretion and sole expense and is not subject to CSXT's Operating Rules.

12.2 **Service Plan.**

12.2.1 The Commuter Rail Service and Intercity Passenger Rail Service set forth in the Service Plan are intended to be permanent in accordance with the Service Plan and to the conditions described therein. If DRPT fails to proceed in good faith and with reasonable diligence in pursuing the design, development, construction, and completion of the Phase 2 Projects, CSXT may elect to suspend any New Trains then in operation, and not start any additional New Trains otherwise called for in the Service Plan, until such time as DRPT cures such failure, after which CSXT shall lift the applicable suspension as soon as practicable. For the avoidance of doubt, Existing Trains shall not be subject to suspension by CSXT solely for failure by DRPT to proceed in good faith and with reasonable diligence in pursuing the design, development, construction, and completion of the Phase 2 Projects, *provided*, however, that nothing in this Section 12.2.1 concerning permanency shall alter, modify, or diminish the rights and remedies available for breach or default under any applicable agreement, including this Agreement, the Joint Operating and Maintenance Agreement, and any Companion Agreement with respect to the suspension of Existing or New Trains to the extent such trains are governed by the applicable agreement.

12.2.2 Upon completion of the Phase 1 Projects, DRPT shall be entitled to begin the corresponding new service in accordance with the Service Plan as set forth in Exhibit D (*Service Plan*) and the Operating Agreement (CSXT/Commissions) and Operating Agreement (CSXT/Amtrak), respectively, as provided herein.

12.2.3 Upon completion of the Phase 2 Projects, DRPT shall be entitled to begin the corresponding new service in accordance with the Service Plan as set forth in Exhibit D (*Service Plan*) and the Operating Agreement (CSXT/Commissions) and Operating Agreement (CSXT/Amtrak), respectively, as provided herein.

12.2.4 The Parties shall endeavor to undertake Phases 3 and 4 following completion of the Phase 1 and Phase 2 Infrastructure Improvements described in Exhibit E (*Infrastructure Improvements*).

12.2.5 The Parties will continue to work diligently to finalize agreement on the trains contemplated by Note 7 in Exhibit D (*Service Plan*) within nine (9) months of the Effective Date. Specifically, the Parties agree to develop and reach mutual agreement on a modification to Exhibit D (*Service Plan v 6.1*) to accommodate passenger train movements necessary for passenger trains to serve Main Street Station identified in Exhibit D-1 (*Service Plan v 6.1*). The

Passenger Schedules in Exhibit D (*Service Plan v 6.0*) shall be in effect and shall remain in effect until:

(a) DRPT has achieved the conditions in Note 7 to Exhibit D (*Service Plan*) associated with Phase 1 (if any), after which the Passenger Schedules in Exhibit D-1 (*Service Plan v 6.1*) shall go into effect immediately for the service corresponding to Phase 1; and

(b) DRPT has achieved the conditions in Note 7 to Exhibit D (*Service Plan*) associated with Phase 2, after which date the entirety of the Passenger Schedules in Exhibit D-1 (*Service Plan v 6.1*) shall go into effect immediately.

ARTICLE 13 Termination

13.1 Termination by DRPT.

13.1.1 DRPT may terminate this Agreement prior to Sale Date 1 under any of the following circumstances:

(a) DRPT elects to terminate this Agreement on account of adverse title matters relating to Segment 1 and so notifies CSXT of its termination in accordance with Section 5.1 (*Title Examination)*;

(b) DRPT elects to terminate this Agreement on account of Material Damage affecting Segment 1 in accordance with Section 8.1.2.4 (*Damage*) or Section 8.1.3.4 (*Damage*);

(c) DRPT elects to terminate this Agreement on account of a Material Condemnation affecting Segment 1 in accordance with Section 8.2.2 (*Condemnation*);

(d) DRPT elects to terminate this Agreement because of a material Release of Hazardous Materials on Segment 1 and CSXT elects not to remediate such Release as set forth in Section 11.5 (*Environmental Releases*);

(e) DRPT elects not to close on the Transaction as provided in Section 16.1.2 (*Due Diligence*) based on its environmental studies of the Segments;

(f) The Transaction contemplated by this Agreement has been stayed or enjoined in accordance with Section 19.2.2.3 (*Regulatory Approval*);

(g) Any representations and warranties of CSXT in this Agreement, as updated, supplemented or modified in accordance with Section 10.3 (*Sale Date Representations*) are untrue or any covenants of CSXT in this Agreement that are qualified by materiality are breached or any covenants not qualified by materiality are breached in a manner that has, or is reasonably likely to have, a Material Effect and such condition is not cured by Sale Date 1.

13.1.1.2 Without affecting the amount or due date of the Purchase Price, DRPT may terminate its obligations with respect to Segment 2 and/or Segment 3, as applicable, prior to the relevant Sale Date under any of the following circumstances:

(a) DRPT elects to refuse to accept Segment 2 and/or Segment 3 on account of adverse title matters relating to Segment 2 and/or Segment 3, respectively, and so notifies CSXT of its refusal in accordance with Section 5.1 (*Title Examination*);

(b) DRPT elects to terminate this Agreement as it relates to Segment 3 on account of Material Damage affecting Segment 3 in accordance with Section 8.1.6.4 (*Damage*);

(c) DRPT elects to terminate this Agreement as it relates to Segment 3 on account of a Material Condemnation affecting Segment 3 in accordance with 8.2.4 (*Condemnation*);

(d) DRPT elects to terminate its obligations with respect to Segment 2 and/or Segment 3 because of a material Release of Hazardous Materials on Segment 2 and/or Segment 3 and CSXT elects not to remediate such Release as set forth in Section 11.5 (*Environmental Releases*);

13.1.1.3 Any representations and warranties of CSXT in this Agreement, as updated, supplemented or modified in accordance with Section 10.3 (*Sale Date Representations*) are untrue or any covenants of CSXT in this Agreement that are qualified by materiality are breached or any covenants not qualified by materiality are breached in a manner that has, or is reasonably likely to have, a Material Effect and such condition is not cured by the relevant Sale Date.

13.2 **Termination by CSXT.**

13.2.1 CSXT may terminate this Agreement prior to Sale Date 1, under any of the following circumstances:

(a) The Transaction contemplated by this Agreement has been stayed or enjoined in accordance with Section 19.2.2.3 (*Regulatory Approval*); or

(b) Any representations and warranties of DRPT in this Agreement, as updated, supplemented or modified in accordance with Section 10.3 (*Sale Date Representations*) are untrue, or any covenants of DRPT in this Agreement are breached in a manner that has, or is reasonably likely to have, a material adverse effect on CSXT, and such condition is not cured by the applicable Sale Date.

13.2.2 CSXT may terminate its obligations with respect to Segment 2 and/or Segment 3, as applicable, prior to the relevant Sale Date under the following circumstance:

(a) Any representations and warranties of DRPT in this Agreement, as updated, supplemented or modified in accordance with Section 10.3 (*Sale Date Representations*) are untrue, or any covenants of DRPT in this Agreement are breached in a manner that has, or is reasonably likely to have, a material adverse effect on CSXT and such condition is not cured by the applicable Sale Date.

ARTICLE 14 Companion and Ancillary Agreements

14.1 **Companion Agreements – Operating Agreement (CSXT/Commissions).** DRPT acknowledges that the Amended and Restated Operating/Access Agreement dated July 1, 2011, between CSXT, the Northern Virginia Transportation Commission, and the Potomac and Rappahannock Transportation Commission (together with the Northern Virginia Transportation Commission, the "Commissions") ("Operating Agreement (CSXT/Commissions)"), as may be amended from time to time which concerns the operation of Commuter Rail Service by the Commissions under the Virginia Railway Express ("VRE") name, shall not be amended or otherwise altered by this Agreement or the Ancillary Agreements. However, CSXT shall negotiate in good faith with the Commissions to amend the Operating Agreement (CSXT/Commissions) as soon as practicable after execution of this Agreement to account for the Transaction, which amendment shall contain provisions consistent with the terms set forth in Exhibit R (*Core Terms of the Second Amended and Restated Operating/Access Agreement between CSXT and the Commissions*).

14.1.1 CSXT acknowledges that DRPT and the Commonwealth of Virginia are making a historical investment by executing the Transaction, and that one principal purpose of such investment is to increase the VRE Commuter Rail Service within the RF&P Corridor. Accordingly, if the Commissions are in default under the Operating Agreement (CSXT/Commissions), CSXT shall provide to DRPT written notice within five (5) Business Days of actual knowledge of such default. During a VRE Cure Period, CSXT shall not terminate the Operating Agreement (CSXT/Commissions) but may provide to the Commissions notice of its intent to terminate the Operating Agreement (CSXT/Commissions). However, if CSXT otherwise has cause to terminate the Operating Agreement (CSXT/Commissions), CSXT may suspend, as of the date of breach, the VRE-provided Commuter Rail Service and during a VRE Cure Period until such time as the underlying breach or default of the Commissions has been cured, or until the VRE Cure Period has expired without cure, at which time CSXT may continue to suspend service or elect any applicable remedy to which it is entitled.

14.1.2 During any VRE Cure Period, DRPT may (but shall have no obligation), at its sole option and discretion, perform or arrange for the performance of any act, duty, or obligation required of the Commissions under the Operating Agreement (CSXT/Commissions), or remedy any breach of the Commissions thereunder at any time, which performance or remedy by or on behalf of DRPT will be accepted by CSXT in lieu of performance by the Commissions and in satisfaction of the Commissions' obligations under the Operating Agreement (CSXT/Commissions). To the extent that any breach of the Commissions under the Operating Agreement (CSXT/Commissions) is remedied and/or any payment liabilities or obligations of the Commissions are performed by DRPT under this Section 14.1.2, such action will discharge the relevant liabilities or obligations of the Commissions to CSXT. No such performance by or on behalf of DRPT under this Section 14.1.2 will be construed as an assumption by DRPT, or any person acting on DRPT's behalf, of any of the covenants, agreements or other obligations of the Commissions under the Operating Agreement (CSXT/Commissions).

14.2 **Companion Agreements – Operating Agreement (CSXT/Amtrak).** In addition to the Operating Agreement (CSXT/Commissions), CSXT is a party to an operating agreement with Amtrak dated June 1, 1999 ("Operating Agreement (CSXT/Amtrak)"), which may be amended or otherwise altered by CSXT and Amtrak upon mutual agreement of CSXT and Amtrak. The Parties acknowledge that as between CSXT and Amtrak, the Operating Agreement (CSXT/Amtrak) will continue to govern Amtrak passenger train service operating over the Corridor.

14.3 **Companion Agreements – Operating Agreement (CSXT/MTA**). In addition to the Operating Agreement (CSXT/Commissions), and the Operating Agreement (CSXT/Amtrak), CSXT is a party to an Access Agreement with Maryland Transit Administration ("MTA") dated June 30, 2010 ("Operating Agreement (CSXT/MTA)"), which may be amended or otherwise altered by CSXT and MTA upon mutual agreement of CSXT and MTA.

14.4 **Companion Agreements – Operating Agreement (DRPT/Commissions).** In connection with the Transaction, DRPT shall enter into an operating agreement, (the "Operating Agreement (DRPT/Commissions)") with the Commissions to permit the VRE Commuter Rail Service over Segment 1. Such agreement shall include allocation of liability and indemnification obligations between the respective parties. The Parties acknowledge that as between DRPT and the Commissions, the Operating Agreement (DRPT/Commissions) will govern the VRE Commuter Rail Service as such service operates over Segment 1.

14.5 **Companion Agreements – Operating Agreement (DRPT/Amtrak).** In connection with the Transaction, DRPT shall enter into an operating agreement (the "Operating Agreement (DRPT/Amtrak)") with Amtrak to permit Amtrak passenger train service over Segments 1 and 3. Such agreement shall include allocation of liability and indemnification obligations between the respective parties. The Parties acknowledge that as between DRPT and Amtrak, the Operating Agreement (DRPT/Amtrak) will govern Amtrak passenger train service over Segments 1 and 3.

14.6 **Additional Commitments Regarding Amtrak and Potential New Operators.**

14.6.1 In connection with the Transaction and the agreement described in Section 14.9 (*Ancillary Agreement – Joint Operating and Maintenance Agreement*), the Parties will use commercially reasonable efforts to optimize the use of DRPT trackage and other infrastructure and facilities in the Corridor by Amtrak for passenger rail service, subject to Law. Each Party shall use commercially reasonable efforts to support the other in its negotiations with Amtrak, provided that no Party shall be obligated to support any position or agree to any modification of any agreement existing as of the Effective Date that materially diminishes that Party's existing rights with respect to safety, capacity, or liability. Following the execution of such agreements, DRPT shall assume the obligation as between CSXT and DRPT to provide access to the Segments for Amtrak intercity rail passenger service and will arrange for operation of such service on its tracks and facilities wherever feasible.

14.6.2 Other than as set forth in Section 14.6.3, CSXT acknowledges that commuter trains reflected in the Service Plan as set forth in Exhibit D (*Service Plan*) may be operated under the auspices of a governmental entity other than DRPT (a "**New Operator**"), including commuter trains operated by a contractor selected by, and under a contract with, such New Operator. Such contract shall be subject to the terms of an agreement between CSXT and the New Operator (a "**New Operator Agreement**"), with respect to the relevant commuter train(s) with such terms generally consistent with the terms set forth in the Operating Agreement (CSXT/Commissions). Such terms must address at a minimum: (i) safety, (ii) operations, (iii) capacity, (iv) compensation and other payments, and (v) liability, including indemnification, as those terms are addressed in the Operating Agreement (CSXT/Commissions) including (if required by applicable Law), the authorization by the Virginia General Assembly of the indemnity provisions on substantially identical terms as the Operating Agreement (CSXT/Commissions). For the avoidance of doubt, the Parties agree that the New Operator will not operate any such commuter rail trains, but will arrange for such operations with its contractor and CSXT will contract with the New Operator and not the contractor.

14.6.3 The Parties agree that Maryland Transit Authority may be a New Operator provided:

(a) CSXT and MTA have reached a mutually agreeable amendment to the existing Operating Agreement (CSXT/MTA) addressing the operation of MTA trains in the Commonwealth, including (i) safety, (ii) operations, (iii) capacity, (iv) compensation and other payments under the Operating Agreement (CSXT/Commissions), and (v) liability, insurance and indemnification including, if required by applicable Law, legislative authorization of the indemnity provisions on substantially identical terms as the Operating Agreement (CSXT/MTA).

(b) MTA trains may only be operated in lieu of, and not in addition to, a slot on the Service Plan, subject to the receipt by CSXT in writing at least thirty (30) days in advance of any proposed MTA train of (i) the identification of the slot; and (ii) any necessary consents from the Commissions, Amtrak or a New Operator to the operation of the MTA train in lieu of the then current user of that slot.

14.7 **Companion Agreement – Buckingham Branch Lease Agreement; Segment 3 Easement.**

14.7.1 The Parties acknowledge that Segment 3 shall remain subject to the BBRC Lease Agreement or Segment 3 Easement, as applicable, without charge for the use thereof.

14.7.2 CSXT's use of Segment 3 shall be governed by the reservations of CSXT's rights under the BBRC Lease Agreement or Segment 3 Easement Agreement, as applicable, and any succeeding or similar agreement and CSXT shall have no separate payment obligation to DRPT for such use while such agreement and any succeeding agreement is in effect.

14.7.3 CSXT shall have the right to convey its rights and obligations under the BBRC Lease Agreement or Segment 3 Easement (should the Segment 3 Easement revert to CSXT), to a third party and modify or renew the BBRC Lease Agreement or Segment 3 Easement, as applicable, with another freight rail common carrier or another transferee subject to regulatory authority as provided by applicable Law.

14.8 **Ancillary Agreement – Engineering and Construction Agreements.**

14.8.1 In connection with the Transaction, and in order to support interoperability as and when provided in the Definitive Agreements, the Parties shall enter into Engineering and Construction Agreements substantially in the forms attached as Exhibit N and Exhibit O.

14.8.2 As set forth in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*), the Parties have agreed to assign preliminary responsibility for the design and construction of the Project components pursuant to the terms of the Engineering and Construction Agreements. Such Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) also sets forth the Parties' preliminary agreements as to the procurement and Project delivery methods for each Project component.

14.8.3 The Parties acknowledge and agree that the preliminary responsibilities for design and construction, the procurement, and Project delivery methods for the Project components set forth in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) reflect the Parties' intentions as of the date of this Agreement. The Parties further agree and acknowledge that the design and construction of the Infrastructure Improvements may be more efficiently and effectively undertaken through modification of such preliminary allocation of responsibilities. In the event the Parties determine that modification of these allocations of responsibility and procurement and Project delivery methods is warranted, all such modifications shall be undertaken pursuant to the protocol set forth in the following provisions.

14.8.3.1 In the event either Party believes modification of the responsibilities for design and construction and the procurement and Project delivery methods, or any of each individual activity, for a Project component as set forth in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) is warranted, and possible to still comply with the Law, CSXT Standards, and CSXT Operating Rules, such Party shall provide written notice to the other Party. Such written notice shall identify with sufficient specificity the Project component and the matters for which the modification is being proposed.

14.8.3.2 Upon receipt of such written notice, the receiving Party shall acknowledge receipt and the Parties shall meet and confer regarding the proposed modification(s). Following the Parties' meet and confer undertaking, the modification(s) shall be made if the Parties mutually agree. If the Parties do not mutually agree, or mutually agree there is uncertainty as to the benefits of the modification, either Party may pursue the dispute resolution process of ARTICLE 24 (*Dispute Resolution*) or the Parties shall undertake the design and construction of the Infrastructure Improvements as set forth in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*), as it then may exist.

14.9 **Ancillary Agreement – Joint Operating and Maintenance Agreement.** In connection with the Transaction, the Parties shall enter into a "Joint Operating and Maintenance Agreement" in the form attached as Exhibit M (*Joint Operating and Maintenance Agreement*). As provided therein, operation of freight and passenger service shall be governed by the Joint Operating and Maintenance Agreement.

ARTICLE 15 **Operations**.

15.1 **Dispatch.** During the Transition Period, the Parties agree that dispatch of all trains on Segment 1 and Segment 3 shall be governed by the Joint Operating and Maintenance Agreement.

15.2 **New Operators.** Operations by parties other than DRPT or CSXT shall be governed by the Joint Operating and Maintenance Agreement.

15.3 **Non-Owner Operations on RF&P Corridor After Separation**. After Complete Separation or Maximum Feasible Separation, the Parties shall have the rights to operate as provided in Section 15.3 (*Non-Owner Operations on RF&P Corridor After Separation*) of the Joint Operating and Maintenance Agreement.

15.4 **Operations on Segments 3.** Subject to Section 14.7 (*Companion Agreement – Buckingham Branch Lease Agreement; Segment 3 Easement*), future operations by DRPT on Segment 3 shall governed by the Joint Operating and Maintenance Agreement.

ARTICLE 16 Environmental

16.1 **Due Diligence.**

16.1.1 Until December 31, 2020 (the "**Environmental Due Diligence Period**"), DRPT may continue to perform environmental due diligence on the Corridor in accordance with the Environmental ROE.

16.1.2 DRPT shall have no obligation to close on the Transaction in the event that, in its sole discretion, DRPT determines that the environmental condition of the Segments, or any portion thereof, is unsatisfactory for any reason, provided the determination not to close, which must be with respect to all Segments, is communicated to CSXT by written notice prior to the expiration of the Environmental Due Diligence Period.

16.2 **Remediation.**

16.2.1 CSXT shall remain liable for, and shall reimburse DRPT for, fifty percent (50%) of the actual out of pocket costs incurred for Remediation during the first ten (10) years after the applicable Sale Date, with respect to the property conveyed upon such Sale Date, upon the following conditions:

(a) DRPT shall pay for the other fifty percent (50%) of such Remediation costs;

(b) DRPT shall have provided CSXT with all reasonably requested relevant information regarding the nature and extent of the condition requiring Remediation and reasonable documentation as to the costs of Remediation;

(c) CSXT's total aggregate reimbursement for Remediation hereunder shall not exceed [redacted] dollars ($[redacted]);

(d) CSXT shall not be responsible for any single Remediation claim or occurrence costing less than [redacted] dollars ($[redacted]);

(e) CSXT's obligations for reimbursement shall cease and be null and void from and after ten (10) years after the applicable Sale Date for property conveyed;

(f) DRPT shall have the right to allocate CSXT's contribution for Remediation to such portions of the Segments as DRPT may elect in its sole and absolute discretion;

(g) CSXT's responsibility for Remediation shall be limited as provided in this Section 16.2 (*Remediation*). DRPT shall be solely responsible for any costs and expenses for any Remediation beyond CSXT's reimbursement obligations set forth in this Section 16.2 (*Remediation*).

16.3 **Claims Against Third Parties.** The Parties reserve any and all rights that they may have against third parties under Law, including but not limited to the presence or release of Hazardous Materials in, on, under, from, to or about the Corridor. In the event that a third party brings a contribution claim against CSXT relating to a claim against that third party brought by DRPT, any payments by CSXT with respect to such third party contribution claims shall reduce, on a dollar for dollar basis, the maximum contribution by CSXT described herein.

ARTICLE 17 Insurance

17.1 **Generally.** Each Party shall provide and maintain throughout the life of the Definitive Agreements insurance in the kinds and amounts specified in such agreements. Such insurance may be obtained from one or more insurers: (i) licensed to transact insurance business in the Commonwealth and (ii) with a current Best Rating of A:VII or better or a comparable successor rating.

17.2 **Self-Insurance.** Subject to the provisions of Section 17.1, each Party may self-insure for a portion of the liabilities it assumes under the Definitive Agreements. In such cases, the Parties shall agree upon an amount of self-insured retention allowed for each Party and shall require that each Party certify annually to the availability of funds to satisfy the amount of the self-insured retention (which may not be identical for each Party).

17.3 **Operating Agreement (CSXT/Commissions).** Nothing in this Agreement or the Ancillary Agreements shall alter or modify the insurance obligations set forth in the Operating Agreement (CSXT/Commissions) and the applicability of that insurance to the Commuter Rail Service governed by the Operating Agreement (CSXT/Commissions).

ARTICLE 18 Indemnification

18.1 **Terms.** Notwithstanding any other provision of this Agreement to the contrary, the following terms shall have the meanings set forth below for the purposes of this ARTICLE 18 (*Indemnification*).

18.1.1 "**Amtrak Liabilities**" means those categories of losses and claims for which Amtrak has a duty to indemnify CSXT pursuant to the Operating Agreement (CSXT/Amtrak).

18.1.2 "**BBRC Labilities**" means those categories of losses and claims for which BBRC has a duty to indemnify CSXT pursuant to the BBRC Lease or BBRC Easement.

18.1.3 "**Commissions Liabilities**" means those categories of losses and claims for which the Commissions have a duty to indemnify CSXT pursuant to the Operating Agreement (CSXT/Commissions).

18.1.4 "**Commonwealth Indemnitees**" means the Commonwealth of Virginia (excluding the Commissions) and DRPT and any of the officers, directors, employees, agents, successors, or assigns of such entities.

18.1.5 "**CSXT Indemnitees**" means CSXT, any Affiliate of CSXT, and any of the officers, directors, shareholders, employees, agents, successors, or assigns of such entities.

18.1.6 "**CSXT Train Incident**" means any accident, collision, or wreck involving trains, locomotives, rail cars, or Rail Equipment of, or in account of CSXT on Segment 1 or Segment 3.

18.1.7 "**New Operator Liabilities**" means those categories of losses and claims for which any New Operator has a duty to indemnify CSXT pursuant to a New Operator Agreement.

18.1.8 **"Rail Equipment"** means any maintenance of way and work train equipment and other vehicles and machinery (such as hi-rail trucks) which are designed for operation on and are being operated on railroad tracks on Segment 1 or Segment 3.

18.1.9 "**Rail Passenger(s)**" shall mean and include any and all persons, ticketed or unticketed, using the Commuter Rail Service, Intercity Rail Passenger Service - Commonwealth Support or Intercity Rail Passenger Service - Long Distance (collectively referred to as **"Intercity Rail Passenger Service"**) on the RF&P Corridor or Segment 3: first, while on board trains, locomotives, rail cars, or Rail Equipment employed in Commuter Rail Service or any Intercity Rail Passenger Service and/or entraining and detraining therefrom; second, while on or about the RF&P Corridor for any purpose related to the Commuter Rail Service or any Intercity Rail Passenger Service, including, without limitation, parking, inquiring about Commuter Rail Service or any Intercity Rail Passenger Service or purchasing tickets therefor and coming to, waiting for, leaving from and/or observing rail commuter or other trains, locomotives, rail cars, or Rail Equipment; and, third, while on or about the RF&P Corridor for any purpose related to the convenience and comfort of users of Commuter Rail Service or any Intercity Rail Passenger Service which shall include, without limitation, such activities as restaurants, kiosks and retail facilities, the purpose and function of which are to serve the needs of users of Commuter Rail Service or any Intercity Rail Passenger Service. The term Rail Passenger(s) shall also mean and include any and all persons meeting, assisting or in the company of any person described in the immediately preceding sentence.

18.2 **CSXT Liability.** After the conveyance of Segment 1 or Segment 3 to DRPT, CSXT will continue to conduct freight operations over both Segment 1 and Segment 3, respectively. Accordingly, subject to Section 18.4 (*Limitation on CSXT Indemnity*), from and after the applicable Sale Date, CSXT agrees to indemnify, defend and hold harmless the Commonwealth Indemnitees against losses or claims, regardless of fault:

18.2.1 arising from a CSXT Train Incident on Segment 1 or Segment 3 to the extent that it results in (or is alleged to result in):

18.2.1.1 any loss, damage, injury, or death of CSXT employees, CSXT property, or CSXT lading;

18.2.1.2 any loss, damage, injury, or death of third-parties on or about Segment 1 or 3 (including without limitation vehicles and occupants at grade crossings, pedestrians and corridor occupants present on Segment 1 or Segment 3 pursuant to a license, easement, or other right of access granted by CSXT); and

18.2.1.3 any loss or damage to DRPT-owned rail assets (including without limitation, tracks, structures, and passenger facilities).

18.2.2 For the avoidance of doubt, CSXT's obligation to indemnify, defend and hold harmless the Commonwealth Indemnitees under this Section 18.2 (*CSXT Liability*), does not include losses or claims for a Release of Hazardous Materials, which instead is addressed under Section 18.3 (*Losses or Claims for a Release of Hazardous Materials*).

18.3 **Losses or Claims for a Release of Hazardous Materials**. In the event CSXT freight operations result in a Release of Hazardous Materials, CSXT shall remediate or cause to be remediated such Release of Hazardous Materials to the extent required by Environmental Laws utilizing institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Segments for railroad purposes, the initial cost for which shall be borne by CSXT; provided, however, that CSXT shall remain entitled to pursue any right or remedy to which it is entitled at law or equity against any person or entity, including DRPT, for the recovery of such cost, and damages, if any, sustained by CSXT, provided, further that if CSXT is determined, by final judgement, after all appeals, to be at fault for the Release of Hazardous Materials, CSXT shall indemnify, but not defend, DRPT for the categories of loss or damage identified in Section 18.2.1.1-18.2.1.3, proximately caused by the Release of Hazardous Materials.

18.4 **Limitation on CSXT Indemnity.** Notwithstanding Section 18.2 (*CSXT Liability*) or Section 18.3 (*Losses or Claims for a Release of Hazardous Materials*), CSXT has no duty to indemnify, defend or hold harmless the Commonwealth Indemnitees against (i) Commission Liabilities, (ii) Amtrak Liabilities, (iii) BBRC Liabilities, (iv) New Operator Liabilities, or (v) any loss for which DRPT is entitled to indemnity under any DRPT agreement with any entity other than CSXT. Nothing in Section 18.2 (*CSXT Liability*) or Section 18.3 (*Losses or Claims for a Release of Hazardous Materials*) is intended to reduce, enlarge, or modify CSXT's right to indemnity under the Operating Agreement (CSXT/Commissions), Operating Agreement (CSXT/Amtrak), BBRC Lease Agreement, or any New Operator Agreement. CSXT's right to indemnity from the Commissions, Amtrak, BBRC, or any New Operator shall be governed by the provisions of the applicable agreement between CSXT and the corresponding entity.

18.5 **Remedies at Law or in Equity.** Nothing in this ARTICLE 18 (*Indemnification*) shall in any way preclude either Party from pursuing remedies at law or in equity against the other Party to recover for damages arising from the acts or omissions of the other Party on the RF&P Corridor or Segment 3, provided, for the avoidance of doubt, that no Commonwealth Indemnitee shall pursue any action or remedy against any CSXT Indemnitee for any liability, regardless of fault, for any losses or claims within the scope of limitations on CSXT's indemnity obligations in Section 18.4 (*Limitation on CSXT Indemnity*), including, without limitation, losses or claims for personal injury or death of any Rail Passenger.

18.6 **DRPT Liability.** DRPT shall not operate directly any passenger, commuter, or other rail service. Accordingly, DRPT shall obtain, for the benefit of itself and CSXT the following protections:

18.6.1 DRPT shall cause all of its contractors on Segment 1 and Segment 3 other than the Commissions, Amtrak and any New Operator, to indemnify, defend and hold harmless CSXT Indemnitees, regardless of fault, on terms no less favorable to CSXT than those (i) set forth in Section 18.2 (*CSXT Liability*) are to DRPT or (ii) to which DRPT is entitled under any indemnity agreement with the contractor; and

18.6.2 DRPT shall obtain and maintain insurance in lieu of indemnity in coverages and amounts as set forth in the Joint Operating and Maintenance Agreement for loss, damage, injury, or death of persons or property on Segment 1 or Segment 3, and shall name CSXT as an additional insured with respect to such coverage.

ARTICLE 19 Compliance with Laws

19.1 **General**. Each Party shall be responsible for compliance with any Laws that apply to its operations, and shall bear, except as may be specified in the Definitive Agreements, the costs of any fines or penalties imposed by authorities with jurisdiction over the operation for failure to comply with any such regulations. Subject to the foregoing, to the extent permitted by Law, DRPT may delegate responsibility for compliance with any such Law to the passenger operator(s) using the trackage and other infrastructure facilities conveyed to DRPT. No such delegation by DRPT shall relieve DRPT of its liabilities to CSXT under this Agreement or any Definitive Agreement.

19.2 **Regulatory Approval.** DRPT and CSXT shall take all reasonably necessary steps to secure the determination of the STB that the STB has no jurisdiction over any of the transactions contemplated in this Agreement, or over any of the transactions contemplated in any Ancillary Agreement.

19.2.1 The Parties agree that they shall cooperate with each other in connection with all filings made with the STB and that neither Party shall make any filing with the STB related to this Transaction without first having delivered a copy of such filing to the other Party at least three (3) days before such filing is made. DRPT shall file a notice of exemption and motion to dismiss the notice in order to secure an STB decision that the transactions contemplated in this

Agreement, or in any of the transactions contemplated in any Ancillary Agreement contemplated by this Agreement are not subject to STB decision.

19.2.2 Either Party shall have the unilateral right to terminate and rescind this Agreement prior to the Closing, if:

19.2.2.1 the STB shall have found any of the transactions contemplated in this Agreement require STB authorization; and

19.2.2.2 the STB shall have imposed any conditions, including labor protective conditions, which either Party in its sole and absolute discretion deems unacceptable; or

19.2.2.3 any of the transactions shall have been stayed or enjoined by the STB or by any court; or

19.2.2.4 any claim, litigation, labor dispute or work stoppage shall be threatened or pending in connection with any of the transactions contemplated in this Agreement and any agreement to be executed in connection herewith.

19.3 **Legislative Approval**. The Parties agree to take all reasonably necessary steps, including cooperation with one another, to secure any and all legislative approvals necessary for the consummation of the Transaction.

ARTICLE 20 Consents

Any costs associated with (i) obtaining Consent from Amtrak and (ii) filing and other administrative fees charged by STB associated with obtaining the approval described in Section 19.2 (*Regulatory Approval*) shall be the responsibility of DRPT. Otherwise, any costs associated with obtaining Consent from a Governmental Authority shall be shared equally between the Parties; *provided*, however, this provision shall not apply to legal fees or consultant fees associated with obtaining the approval described in Section 19.2 (*Regulatory Approval*) and 19.3 (*Legislative Approval*), which legal and consultant fees shall be borne by each Party for itself, respectively.

ARTICLE 21 Funding Agreements

The Parties agree to work cooperatively and creatively to reach agreements as may be required for DRPT to satisfy the requirements of Amtrak or any federal or state agency that provides funds in support of the Transaction. Notwithstanding the foregoing, nothing in this Agreement or the Ancillary Agreements, expressed or implied, shall be construed as to commit CSXT to accept any future proposed federal investments in the Corridor or to agree to any service outcome in any agreement.

ARTICLE 22 Assignment

22.1 **Assignment by DRPT.** In addition, and subject, to the provisions of Section 1.6 (*Assignment and Assumption by Virginia Passenger Rail Authority*), this Agreement may be assigned by DRPT to another agency of the Commonwealth or to an authority or commission authorized by the Virginia General Assembly or the Governor of Virginia to undertake DRPT's obligation and the activities contemplated by this Agreement and all Ancillary Agreements.

22.2 **Tax Deferred Exchange by CSXT.** CSXT expressly reserves the right, at its option, to consummate the sale of its interest in any or all of the Segments or in any one or more portions of the Segments (the "Exchange Property") as a tax deferred, like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Tax Deferred Exchange"). If CSXT elects to undertake a Tax Deferred Exchange, (a) CSXT shall so notify DRPT and, on or before the Closing for the Exchange Property, CSXT shall assign its rights and duties under this Agreement relating to the Exchange Property to a qualified intermediary as defined by Treasury Regulation Section 1.1031(k)-1(g)(4) and as selected by CSXT, and DRPT hereby consents to such assignment, (b) DRPT shall cooperate as reasonably requested by CSXT in the Tax Deferred Exchange, including paying the Purchase Price or any portion thereof into a qualified escrow or qualified trust account at the Closing, executing and delivering all documents which reasonably may be required to effectuate the Tax Deferred Exchange and treating the qualified intermediary as the valid assignee of CSXT's interest hereunder with respect to the Exchange Property, (c) CSXT shall pay any additional costs and shall be responsible for any additional liabilities, claims and damages that would not otherwise have been incurred by DRPT had CSXT not consummated the sale of the Exchange Property through a Tax Deferred Exchange and (d) the Tax Deferred Exchange shall not reduce or modify any of CSXT's obligations to DRPT or any of DRPT's rights and remedies under this Agreement.

22.3 **Other Assignments by CSXT.** CSXT expressly reserves the right to assign or delegate all or any part of CSXT's rights and duties hereunder with respect to all or any of the Segments to one or more third parties, including without limitation, (i) in connection with the sale of all or substantially all of CSXT's assets, (ii) in a merger or restructuring event or (iii) in a transaction pursuant to Section 14.7.3 (*Companion Agreement – Buckingham Branch Lease Agreement; Segment 3 Easement*) (any of the foregoing CSXT assignments described in clauses (i) through (iii) or in connection with a Tax Deferred Exchange, a "Permitted Assignment"), provided, however, that except for a Permitted Assignment, any such assignment and/or delegation shall be subject to the consent of DRPT, such consent not to be withheld or delayed unreasonably.

ARTICLE 23 Brokerage Commission

All negotiations relative to this Agreement and the purchase and sale of the rights and interests in the Corridor have been conducted between CSXT and DRPT without the intervention of any Person or other party as agent or broker. CSXT and DRPT each warrant and represent to the other that there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the rights and interests in the Corridor by reason of their respective dealings, negotiations or communications. DRPT agrees to pay for all claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of DRPT's dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the rights and interests in the Corridor. CSXT agrees to pay for all claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of CSXT's dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the rights and interests in the Corridor.

ARTICLE 24 Dispute Resolution

24.1 Generally.

24.1.1 All Disputes arising out of or relating to this Agreement that are not otherwise resolved by the Parties must be resolved in accordance with this ARTICLE 24 (*Dispute Resolution*).

24.1.2 Upon the occurrence of any Dispute that is not otherwise resolved by the Parties:

(a) the Parties must first use all reasonable efforts to resolve the Dispute through a Senior Representative Negotiation in accordance with Section 24.2 (*Senior Representative Negotiations*); and

(b) if the Parties fail to achieve a resolution through a Senior Representative Negotiation, before either Party may institute legal action against the other in connection with the Dispute, the Parties must first attempt to resolve the Dispute by referring the matter to a Mediation in accordance with Section 24.3 (*Mediation*).

24.2 Senior Representative Negotiations.

24.2.1 If either Party notifies the other Party of a Dispute, senior representatives of each Party (with authority to make decisions for the respective Parties) must meet and use all reasonable efforts to resolve the Dispute ("**Senior Representative Negotiations**").

24.2.2 The Senior Representative Negotiation must commence within seven (7) days of receipt of notification from a Party initiating a Dispute and will not exceed thirty (30) consecutive days (or such longer period agreed by the Parties).

24.2.3 Statements, materials and information prepared for, made or presented at, or otherwise derived from a Senior Representative Negotiation (including any meeting of the senior representatives) are privileged and confidential and may not be used as evidence in any proceedings.

24.2.4 If the Senior Representative Negotiation resolves the Dispute, the Parties must record the resolution in writing.

24.3 Mediation.

24.3.1 If the Parties are unable to come to a resolution through Senior Representative Negotiations, then the Parties shall submit such Dispute to mediation proceedings (a "**Mediation**"). Mediation is intended to assist the Parties in resolving Disputes over the correct interpretation of this Agreement.

24.3.2 The mediator must be selected by mutual agreement of the Parties or, if an agreement cannot be reached by the Parties within seven (7) Business Days of submission of the Dispute to Mediation, the mediator must be selected by the American Arbitration Association ("**AAA**") in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or ongoing relationship with either Party (or an Affiliate of either Party). The Parties agree that only one (1) mediator shall be selected as the AAA mediator.

24.3.3 Each Mediation must:

(a) be administered in accordance with AAA's Commercial Industry Mediation Rules and Procedures then in effect;

(b) be held in Richmond, Virginia, unless the Parties mutually agree, in writing, to the Mediation being held in a different location;

(c) be concluded within thirty (30) days of the date of selection of the mediator, or within such other time period as may be agreed by the Parties (acting reasonably having regard to the nature of the Dispute).

24.3.4 The Parties shall share the mediator's fee and any filing or administrative fees equally.

24.3.5 No mediator will be empowered to render a binding decision as to any Dispute. Any Mediation will be nonbinding.

24.4 **Forum and Venue**. Any and all Disputes arising out of or in connection with this Agreement, or any performances made hereunder that are not otherwise resolved through Senior Representative Negotiations or Mediation, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division. CSXT accepts the personal jurisdiction of such court and waives all jurisdiction and venue-related defenses to the maintenance of such actions.

24.5 **Discretion and Agreement.** Certain matters in this Agreement and the Ancillary Agreements have been reserved to the discretion of one Party or the mutual agreement of the Parties. With respect to such matters, the Parties agree that any and all Disputes brought in a judicial proceeding pursuant to the provisions of Section 24.4 (*Forum and Venue*) shall be subject to the following standards of review:

(a) except as set forth in (b) below, the standard of review to be utilized by a court adjudicating such a Dispute shall be based on whether a Party acted in a manner that was arbitrary or capricious, or failed to comply with its obligations under Section 1.8 (*Cooperation and Good Faith Undertakings*), which, for the avoidance of doubt, the Parties agree shall not impose, under this subsection (a), a reasonableness standard with respect to matters reserved to the discretion of one Party or the mutual agreement of the Parties, when (1) granting or denying a consent or approval subject to its discretion or (2) agreeing or disagreeing to a matter subject to the mutual agreement of the Parties; and

(b) with respect to matters in which a Party's discretion to act or the Parties' mutual agreement is qualified by an express agreement to either, or both, (1) act in a commercially reasonable manner or (2) not unreasonably withhold, condition or delay an approval, consent or mutual agreement, the standard of review to be utilized by a court in adjudicating such a Dispute shall be based on whether a Party or the Parties, as applicable, acted in a commercially reasonable manner, or has or have failed to comply with its or their obligations under Section 1.8 (*Cooperation and Good Faith Undertakings*).

24.6 **Similar Provisions.** Each Ancillary Agreement shall contain similar provisions not inconsistent with this ARTICLE 24 (*Dispute Resolution*).

ARTICLE 25 Notices

Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

The date such notice shall be deemed to have been given shall be the Business Day of receipt if received during business hours, the first Business Day after the Business Day of receipt if received after business hours on the preceding Business Day, the first Business Day after the date sent by courier, express or overnight ("next day delivery") service, or the third Business Day after the date of the postmark on the envelope if mailed, whichever occurs first.

If to CSXT:

CSX Transportation, Inc.
c/o Real Estate – J-180
500 Water Street, 12th Floor
Jacksonville, FL 32202
Attn: Dona Jadwin
E-mail: Dona_Jadwin@csx.com
Phone: (904) 279-4263

With a Copy to:

CSX Transportation, Inc.
c/o Law Department – J-150
500 Water Street, 14th Floor
Jacksonville, FL 32202
Attn: Assistant General Counsel
E-mail: sean.craig@csx.com
Phone: (904) 366-5005

If to DRPT:

Virginia Department of Rail and
Public Transportation
600 E. Main St.

21st Floor
Richmond, VA 23219
Attn: Director
E-mail: j.mitchell@drpt.virginia.gov
Phone (804) 786-4440

With a Copy to:

Office of the Attorney General
202 N. 9th St.
Richmond, VA 23219
Attn: Transportation Section Chief
E-mail: jwhitlock@oag.va.us
Phone (804) 786-3748

ARTICLE 26 Miscellaneous

26.1 **Governing Law.** This Agreement shall be construed and interpreted under the Laws of the United States of America and the Commonwealth.

26.2 **Remedies Cumulative.** Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative and in addition to all other rights, powers and remedies hereunder and those available at Law or in equity. All such rights, powers and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers and remedies granted hereunder or available at law or in equity, except as expressly provided herein.

26.3 **No Waiver**. Except as otherwise expressly provided herein, neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

26.4 **Condemnation.** No provision of this Agreement shall be construed to limit or expand the power of eminent domain vested in either Party by Law.

26.5 **Entire Agreement.** Except as the Parties may otherwise agree in writing, this Agreement (including all exhibits, which are to be considered a part of the Agreement) contains the entire agreement of the Parties hereto with respect to the purchase and sale of the rights and interests in the Corridor and the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein or incorporated herein by reference shall be of any force or effect. Any previous agreements or understandings among the Parties regarding the subject matter hereof, including, without limitation, the Term Sheet, are merged into and superseded by this Agreement.

26.6 **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective personal representatives, successors and assigns.

26.7 **Amendments.** No amendment to this Agreement shall be binding on any of the Parties hereto unless such amendment is in writing and is executed by the Party against whom enforcement of such amendment is sought.

26.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

26.9 **Severability.** The Parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any Law, such provision shall be severable, with the remaining provisions remaining valid and enforceable.

26.10 **Availability of Funds for DRPT's Performance.** Payments by DRPT of amounts due and owing by DRPT pursuant to, and accruing from, this Agreement shall be subject to and dependent upon appropriation being made from time to time by the Virginia General Assembly and allocation by the Commonwealth Transportation Board. Because such appropriation is outside the control of DRPT, any failure to appropriate funds by the Virginia General Assembly, in and of itself, will not constitute a default by DRPT under this Agreement, but CSXT shall be entitled to all rights and remedies available to it under this Agreement at Law or in equity from the non-payment of amounts due and accruing from this Agreement as if the failure to make such payments were a default.

26.11 **Time is of the Essence.** With respect to Section 2.2 (*Purchase Price*), Section 5.1 (*Title Examination*), Section 16.1 (*Due Diligence*), and any cure period, time is of the essence.

[Remainder of page intentionally left blank]

EXECUTED by DRPT and CSXT as of the date first written above.

VIRGINIA DEPARTMENT OF RAIL
AND PUBLIC TRANSPORTATION

By: ______________________________

Name: ____________________________

Title: ____________________________

CSX TRANSPORTATION, INC.

By: ______________________________

Name: Christina W. Bottomley

Title: Head of Real Estate

EXECUTED by DRPT and CSXT as of the date first written above.

VIRGINIA DEPARTMENT OF RAIL
AND PUBLIC TRANSPORTATION

By: Jenn L Mitchell

Name: Jennifer L. Mitchell

Title: Director

CSX TRANSPORTATION, INC.

By: ______________________________

Name: ____________________________

Title: _____________________________

EXHIBIT A

Definitions

When used in this Agreement, the following capitalized terms shall have the following meanings. Additionally, terms capitalized but not defined herein (if any) will have the meaning ascribed to them in the Definitive Agreements.

"**AAA**" shall have the meaning ascribed thereto in Section 24.3.2 (*Mediation*).

"**AF Interlocking**" means the Alexandria-Fredericksburg Interlocking at CSXT Milepost CFP 104.3.

"**Affiliate**" means, when used to indicate a relationship with a specified Person, Person that: (a) directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or (b) controls, is controlled by or is under common control with such specified Person, and a Person is deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract, or otherwise.

"**Agreement**" shall have the meaning ascribed thereto in the Preamble.

"**Amendment Notice**" shall have the meaning in Section 10.3 (*Sale Date Representations*).

"**Amtrak**" means the National Railroad Passenger Corporation, and its successors or assigns.

"**Ancillary Agreements**" means, collectively, the Assignment and Assumption Agreement, VPRA Assignment Agreement, the Inspection Right of Entry Agreement, the Environmental Right of Entry Agreement, the Joint Operating and Maintenance Agreement, and the Engineering and Construction Agreements, as each Ancillary Agreement may be modified, amended or supplemented from time to time.

"**Assessing Jurisdiction**" shall have the meaning ascribed thereto in Section 2.4.1 (*Prorations*).

"**Assignment and Assumption Agreement**" means the agreement between CSXT and DRPT that assigns to DRPT certain agreements between CSXT and a third party related to the Segments.

"**Authority**" means the Virginia Passenger Rail Authority, a body politic and political subdivision of the Commonwealth.

"**Bank Rate**" means the prime rate of interest announced publicly by *The Wall Street Journal* (or its successor) as the so-called "prime rate."

"**BBRC**" means the Buckingham Branch Railroad Company.

"**BBRC Doswell to Richmond Segment**" shall have the meaning ascribed thereto in Section 2.7 (*BBRC Doswell to Richmond – Notice of Intent to Convey*).

"**BBRC Lease Agreement**" means the existing lease between CSXT and the Buckingham Branch Railroad Company.

"**Business Day(s)**" means that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the Commonwealth or the United States Government.

"**Closing**" means, (i) with respect to Sale Date 1, the closing of the conveyance from CSXT to DRPT of the Passenger Easement over Segment 1, (ii) with respect to Sale Date 2, the closing of the conveyance from CSXT to DRPT of CSXT's interest in Segment 2 and (iii) with respect to Sale Date 2, the closing of the conveyance from CSXT to DRPT of CSXT's interest in Segment 3.

"**Commissions**" shall have the meaning ascribed thereto in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*).

"**Commonwealth**" means the Commonwealth of Virginia.

"**Commuter Rail Service**" means passenger rail service in an urban area, its suburbs and more distant outlying communities in the applicable greater metropolitan area, excluding (1) urban rapid transit operations not connected to the general railroad system; (2) Intercity Passenger Rail Service – Commonwealth-Supported; and (3) Intercity Passenger Rail Service – Long-Distance.

"**Companion Agreements**" means the agreements described in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*), Section 14.2 (*Companion Agreements – Operating Agreement (CSXT/Amtrak)*), Section 14.3 (*Companion Agreements – Operating Agreement (CSXT/MTA)*), Section 14.4 (*Companion Agreements – Operating Agreement (DRPT/Commissions)*), Section 14.5 (*Companion Agreements – Operating Agreement (DRPT/Amtrak)*) and Section 14.7 (*Buckingham Branch Lease Agreement; Segment 3 Easement*).

"**Complete Separation**" has the meaning ascribed thereto in Section 3.7.1 of the Joint Operating and Maintenance Agreement.

"Condemnation" means a taking of any property owned or controlled by CSXT in a Segment (or any interest therein) pursuant to the power of eminent domain, or a transfer of such property (or any interest therein) in lieu of the exercise of such power, which is commenced or threatened in writing before the Closing for such Segment, other than any such taking by or transfer to the Commonwealth of Virginia or any agency thereof.

"**Confirmed Track Separation Distances**" means the following minimum distances between passenger track and freight track that are closest to each other, measured as centerline to centerline, which may be modified as mutually agreed by the Parties after construction-level surveys for Infrastructure Improvements within the following segments of the RF&P Corridor:

(a) AF Interlocking (CFP 104.3) to just north of CP Virginia (CFP 112.2), where the tracks diverge at 112.4 – no closer than the current track centers, unless mutually agreed by the Parties;

(b) Franconia-Springfield Bypass – CFP 96.2 to CFP 98.8 – no closer than the current track centers, unless mutually agreed by the Parties

(c) Newington Road – CFP 95.3 to CFP 96.2 – 25 feet

(d) Franconia to Lorton Third Mainline – CFP 92.3 to CFP 95.3 – 19 feet

(e) Route 1 – CFP 91.1 to CFP 90.1 – 15 feet; and

(f) Woodford to Milford Third Track (Siding B) – CFP 40.4 to CFP 43.5 – 25 feet

"**Consent**" means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization of any Person, including any Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

"**Construction Agreements**" The agreements between CSXT and DRPT attached hereto as Exhibit O-1 (*Form of Master Construction Agreement (CSXT)*) and Exhibit O-2 (*Form of Master Construction Agreement (DRPT)*).

"**Consultant**" means any Person, other than DRPT or CSXT, at the time retained by or on behalf of DRPT or CSXT, which person is experienced and has a national and favorable reputation on the matters for which such Person is so employed.

"**Corridor**" shall mean, collectively, the RF&P Corridor, Segment 2 and Segment 3.

"**CSXT**" shall have the meaning ascribed thereto in the Preamble.

"**CSXT Operating Rules**" means the rules contained in the then current publication entitled "CSXT Employee Operating Manual."

"**CSXT's ROW**" shall have the meaning ascribed thereto in the Recitals.

"**CSXT Engineering Standards**" shall have the meaning ascribed thereto in Article 1 of the Joint Operating and Maintenance Agreement.

"Damage" means any loss or damage to any property owned or controlled by CSXT in a Segment by fire or other casualty which occurs before the Closing for the sale of such Segment; provided, however, that Damage shall not include any loss or damage (x) for which DRPT or its contractors are responsible pursuant to the terms of the Right of Entry Agreement or (y) caused by a Release of Hazardous Materials.

"**Deed of Confirmation**" and "**Deeds of Confirmation**" shall have the meanings ascribed thereto in Section 4.9 (*Surveys; Deed of Confirmation*).

“**Deeds**” shall mean, collectively, the Segment 1 Deeds, the Deeds of Confirmation, the Segment 2 Deed and the Segment 3 Deed, in each case in the form of such instrument as executed and delivered by the Parties, and a “**Deed**” means any of the foregoing.

“**Definitive Agreements**” means this Agreement and the Ancillary Agreements.

“**Dispute**” means any claim, dispute, disagreement or controversy between CSXT and DRPT concerning their respective rights and obligations under this Agreement, including concerning any alleged breach or failure to perform any remedy under this Agreement.

“**DRPT**” shall mean the meaning ascribed thereto in the Preamble.

“**Effective Date**” means the date of this Agreement.

“**Engineering Agreements**” The agreements between CSXT and DRPT attached hereto as Exhibit N-1 (*Form of Master Engineering Agreement (CSXT*)) and Exhibit N-2 (*Form of Master Engineering Agreement (DRPT*)).

“**Engineering and Construction Agreements**” means collectively, the Construction Agreements and Engineering Agreements.

“**Enhanced Valuation Maps** shall have the meaning ascribed thereto in Section 4.2.2 (*Conveyance of Interests in Segment 1*).

“**Environmental Due Diligence Period**” shall have the meaning ascribed thereto in Section 16.1.1 (*Due Diligence*).

“**Environmental Laws**” means any applicable federal, state and local law, statute, code, ordinance and any rule, regulations and ordinances promulgated thereunder, relating to the environment and environmental conditions, including, without limitation, the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”), the Hazardous Materials Transportation Act, 49 U.S.A. §§ 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j.

“**Environmental ROE”** means the Right-of-Entry Agreement dated February 25, 2020 by and between DRPT and CSXT governing the environmental investigations on the Corridor as amended by that certain First Amendment to Right-of-Entry Agreement dated April 13, 2020, copies of which are attached as Exhibit I (*Inspection Right of Entry Agreement*).

“**Estimated Construction Costs**” means DRPT’s estimated cost of a particular Project, such estimated cost shall only include costs for construction, the contingency related to such construction, and the cost related to the CSXT design work, that is based upon the design shown on the Enhanced Valuation Maps and that is included in an executed agreement between the Parties (*e.g.*, an Authorization Notice (as defined in the Engineering Agreements)) for such Project.

"**Exchange Property**" shall have the meaning ascribed thereto in Section 22.2 (*Tax Deferred Exchange by CSXT*).

"**Excluded Property**" shall have the meaning ascribed thereto in Section 4.7 (*Excluded Property*).

"**Execution Date**" means the date of this Agreement.

"**Existing Trains**" means those certain trains identified in the Service Plan attached hereto as Exhibit D (*Service Plan*) that are in operation by VRE and Amtrak as of the Execution Date.

"**FRA**" means the Federal Railroad Administration.

"**Franconia-Springfield Bypass**" means the proposed project between CSXT Milepost CFP 96.2 and 98.8, between the Newington and Franconia-Springfield areas of Fairfax County, Virginia, that includes a new grade separated, aerial two-track bridge structure and retained earth embankments, crossing over the existing CSXT double mainline tracks.

"**Governmental Authority**" means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority, which shall not include DRPT.

"**Hazardous Materials**" means any material or substance defined as (i) a "hazardous substance" or a "pollutant or contaminant" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, (ii) a "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or the Virginia Hazardous Waste Management Regulations, 9 VAC 20-60-10; (iii) a "hazardous material" under the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq., (iv) "oil" as defined in § 62.1-44.34:8 or 62.1-44.34:14 of the Code of Virginia, including petroleum and crude oil or any fraction thereof, (v) asbestos in any quantity or form which would be subjected to regulation under any applicable environmental statutes, ordinances, or regulations; (vi) polychlorinated biphenyls or substances containing polychlorinated biphenyls; and (vii) any substance, the presence of which on a Segment is prohibited by any environmental statute, ordinance, or regulation affecting the Segment.

"**High or Higher Speed Passenger Rail**" means the operation of up to the maximum allowable speed for passenger trains for FRA Class 5 track or, in the case of Segment 2, FRA Class 6 track.

"**Infrastructure Improvements**" shall have the meaning ascribed thereto in Section 4.2.3 (*Conveyance of Interests in Segment 1*).

"**Inspection Right of Entry Agreement**" shall have the meaning ascribed thereto in Section 6.1.2 (*Inspection*).

"**Intercity Passenger Rail Service – Commonwealth-Supported**" means passenger rail routes of not more than 750 miles operated by Amtrak in the Commonwealth and funded in part by the Commonwealth pursuant to Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 State. 4848.

"**Intercity Passenger Rail Service – Long Distance**" means any intercity passenger rail route or service operated by Amtrak in the Commonwealth other than Intercity Passenger Rail Service – Commonwealth-Supported.

"**Joint Operating and Maintenance Agreement**" means the agreement between CSXT and DRPT as further described in Section 14.9 (*Ancillary Agreement – Joint Operating and Maintenance Agreement*).

"**Law**" or "**Laws**" means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the Parties, the Transaction, trackage, infrastructure, other facilities, and the Corridor or any portion thereof, including, without limitation, Environmental Laws, whether or not in the present contemplation of the Parties, including without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws or, all federal, state, and local governments, authorities, courts, and any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the Corridor or any part thereof and of the trackage, infrastructure, and other facilities thereon.

"**LE Interlocking**" – means L'Enfant Interlocking at CSXT Milepost CFP 111.5.

"**Long Bridge**" means the existing two-track railroad owned by CSXT that spans over the Potomac River between the Commonwealth and the District of Columbia.

"**Long Bridge Improvements**" means a series of projects between "**RO Interlocking**" in Arlington, Virginia and "**LE Interlocking**" in the District of Columbia that includes a second two-track railroad bridge over the Potomac River upstream of the current Long Bridge, a series of five additional bridges in the Commonwealth and the District of Columbia, related track work, and a bicycle and pedestrian bridge upstream of the new bridge span over the Potomac River.

"Material Condemnation" means a Condemnation which materially and adversely affects the utility of then current freight or passenger rail operations on Segment 1 or Segment 3 or which would reasonably be expected to materially and adversely affect the construction or utility of the Infrastructure Improvements on Segment 1 or the implementation of the Service Plan.

"Material Damage" means (i) any Material Damage to Current Operations, (ii) any Material Damage to Future Operations or (iii) any Material Damage to Passenger Stations.

"Material Damage to Current Operations" means any Damage to Segment 1 or to Segment 3, excluding any Damage to passenger rail stations, which materially and adversely affects the utility of then current freight or passenger rail operations on such Segment.

"Material Damage to Future Operations" means any Damage to Segment 1, excluding any Damage to passenger rail stations, which would reasonably be expected to prevent the construction of, or increase materially the cost of constructing and completing, the Infrastructure Improvements or materially and adversely affect the implementation of the Service Plan.

"Material Damage to Passenger Stations" means any Damage to any passenger rail station owned by CSXT in Segment 1 which materially and adversely affects the utility of such passenger rail station for passenger rail service.

"Material Effect" means a (i) material and adverse effect on the utility of then current freight or passenger rail operations on Segment 1 or the construction or utility of the Infrastructure Improvements on Segment 1 or the implementation of the Service Plan or (ii) material and adverse effect on the utility of then current freight or passenger rail operations on Segment 3.

"Material Post DD Release" shall have the meaning ascribed thereto in Section 11.5 (*Environmental Releases*) of this Agreement.

"Maximum Feasible Separation" shall have the meaning ascribed thereto in Section 3.7.1 of the Joint Operating and Maintenance Agreement.

"**Mediation**" shall have the meaning ascribed thereto in Section 24.3.1 (*Mediation*).

"MTA" means the Maryland Transit Administration.

"New Operator" means a governmental entity other than DRPT, providing Commuter Rail Service, operated by a contractor selected by, and under a contract with, such governmental entity subject to the terms of a New Operator Agreement between CSXT and the governmental entity with respect to the relevant commuter train(s).

"New Operator Agreement " means a contract between CSXT and a New Operator with respect to the commuter train(s) to be operated by the New Operator's contractor on the Corridor, the terms of which must be generally consistent with the terms set forth in the Operating Agreement (CSXT/Commissions) and address at a minimum: (i) safety, (ii) operations, (iii) capacity, (iv) compensation and other payments, and (v) liability, including indemnification, as those terms are addressed in the Operating Agreement (CSXT/Commissions) including (if required by applicable Law), the authorization by the Virginia General Assembly of the indemnity provisions on substantially identical terms as the Operating Agreement (CSXT/Commissions).

"**New Train**" means those certain trains identified in the Service Plan attached hereto at Exhibit D (*Service Plan*) for new service, other than an Existing Train.

"Operating Agreement (CSXT/Amtrak)" shall have the meaning ascribed thereto in Section 14.2 (*Companion Agreements – Operating Agreement (CSXT/Amtrak)*).

"Operating Agreement (CSXT/Commissions)" shall have the meaning ascribed thereto in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*).

"Operating Agreement (CSXT/MTA)" shall have the meaning ascribed thereto in Section 14.3 (*Companion Agreements – Operating Agreement (CSXT/MTA*).

"Operating Agreement (DRPT/Amtrak)" shall have the meaning ascribed thereto in Section 14.5 (*Companion Agreements – Operating Agreement (DRPT/Amtrak)*).

"**Operating Agreement (DRPT/Commissions)**" shall have the meaning ascribed thereto in Section 14.4 (*Companion Agreements – Operating Agreement (DRPT/Commissions)*).

"**Party**" or "**Parties**" shall have the meaning ascribed thereto in the Preamble.

"**Passenger Easement**" shall have the meaning ascribed thereto in Section 4.2.1 (*Conveyance of Interests in Segment 1*).

"**Passenger Easement Period**" shall have the meaning ascribed thereto in Section 2.4.1 (*Prorations*).

"**Permitted Assignment**" shall have the meaning ascribed thereto in Section 22.3 (*Other Assignments by CSXT*).

"**Person**" means any individual (including the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority, including DRPT.

"**Phase 1**" means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 1.

"**Phase 1 Projects**" means those improvements identified in Exhibit E (*Infrastructure Improvements*) as being part of Phase 1.

"**Phase 2**" means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 2.

"**Phase 2 Projects**" means those improvements identified in Exhibit E (*Infrastructure Improvements*) as being part of Phase 2.

"**Phase 3**" means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 3.

"**Phase 4**" means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 4.

"**Project**" means those Infrastructure Improvements, or as the context requires each component thereof, identified in Exhibit E (*Infrastructure Improvements*).

"**Project Funding**" shall mean:

(i) for each Phase 1 Project for which there exist Unconfirmed Track Separation Distances, the sum of: (a) the construction cost estimate established in Exhibit E-3 plus (b) the

CSXT Construction Contingency Reserve established in Exhibit E-3 plus (c) the estimated CSXT design costs established pursuant the applicable Master Engineering Agreement; and

(ii) for each Phase 2 Project for which there exist Unconfirmed Track Separation Distances, the sum of: (a) the construction cost estimate established in Exhibit E-3 plus (b) the CSXT Construction Contingency Reserve established in Exhibit E-3 plus (c) the estimated CSXT design costs established pursuant to the applicable Master Engineering Agreement.

"**Purchase Price**" shall have the meaning ascribed thereto in Section 2.2 (*Purchase Price*).

"**Regulatory Approval**" means any authorization, approval or permit required or granted by any governmental entity having jurisdiction over the Corridor, including, but not limited to the Commonwealth.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing Hazardous Materials.

"**Remediation**" means remediation that (i) has been required by a Governmental Authority pursuant to applicable Environmental Law to respond to the presence or Release of Hazardous Materials within the Segments which were present or had been released prior to the applicable Sale Date, with respect to the Segment conveyed, except to the extent caused or contributed to by DRPT; (ii) has been subject to a plan of remediation formulated by DRPT, provided to CSXT for review and approval, which approval shall not be unreasonably withheld, provided such plan utilizes institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Segments for railroad purposes, including a proposed schedule and methodology designed to minimize interference with the use of the Segments by the Parties, and approved by the applicable regulatory authority; and (iii) shall apply only once to any given location. For the avoidance of doubt, soil disposal not covered by a plan of remediation developed pursuant to (ii) above and worker protection requirements incidental to construction or maintenance activities are not considered Remediation.

"**Retained RF&P Corridor**" means the portion of the RF&P Corridor retained by CSXT after CSXT's conveyance of its right, title, and interest in Segment 1 to DRPT pursuant to Section 4.2.1 (*Conveyance of Interests in Segment 1*).

"**RF&P Corridor**" consists of all of the railroad right of way extending approximately 144.6 miles, as well as associated property, improvements, fixtures and personal property, (i) beginning approximately at CSXT milepost CFP 112.35 and QLZ 137.49/Amtrak MP 136.49 between Washington Avenue SW and 2nd Street SW in Washington, DC and extending to CSXT milepost CFP 110.1 at the southern terminus of the Long Bridge Project in Arlington County, Virginia, (ii) thence extending from CSXT milepost CFP 110.1 to CSXT milepost CFP 1.0/SRN 4.0 in the City of Richmond, Virginia, (iii) thence extending from CSXT milepost CFP 1.0/SRN 4.0 to CSXT milepost SRN 0.0/S 0.0 at Main Street Station in the City of Richmond, Virginia, (iv) thence extending from CSXT milepost SRN 0.0/S 0.0 to CSXT milepost S 10.9/A 10.7 at Centralia in Chesterfield County, Virginia and (v) thence extending from CSXT mile post S 10.9/A 10.7 to a connection with the S-Line (Segment 2) approximately at CSXT milepost A 29.04 in Dinwiddie County, Virginia.

“**RO Interlocking**” means the Rosslyn Interlocking at CSXT Milepost 109.9.

“**Sale Date**” means collectively and individually, Sale Date 1, Sale Date 2, and Sale Date 3.

“**Sale Date 1**” shall have the meaning ascribed thereto in Section 3.1 (*Time and Place*).

“**Sale Date 2**” shall have the meaning ascribed thereto in Section 3.1 (*Time and Place*).

“**Sale Date 3**” shall have the meaning ascribed thereto in Section 3.1 (*Time and Place*).

“**Segment 1**” shall have the meaning ascribed thereto in Section 4.1(a) (*Segments*).

“**Segment 1 Current Operations Repair Work**” shall have the meaning ascribed thereto in Section 8.1.2.1 (*Damage*).

“**Segment 1 Deeds**” shall have the meaning ascribed thereto in Section 4.1(a) (*Conveyance of Interests in Segment 1*).

“**Segment 1 Future Operations Repair Work**” shall have the meaning ascribed thereto in Section 8.1.3.1 (*Damage*).

“**Segment 1 Passenger Station Repair Work**” shall have the meaning ascribed thereto in Section 8.1.4.1 (*Damage*).

“**Segment 2**” shall have the meaning ascribed thereto in Section 4.1(b) (*Segments*).

“**Segment 2 Deeds**” shall have the meaning ascribed thereto in Section 4.3 (*Conveyance of Interests in Segment 2*).

“**Segment 2 Valuation Maps**” shall have the meaning ascribed thereto in Section 4.3 (*Conveyance of Interests in Segment 2*).

“**Segment 3**” shall have the meaning ascribed thereto in Section 4.1(c) (*Segments*).

“**Segment 3 Deed**” shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

“Segment 3 Easement” shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

“Segment 3 Operating Agreement” shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

“**Segment 3 Repair Work**” shall have the meaning ascribed thereto in Section 8.1.6.1 (*Damage*).

"**Segment 3 Valuation Maps**" shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

"**Segments**" means, collectively, Segment 1, Segment 2, and Segment 3, and a "**Segment**" means any of the foregoing.

"**Senior Representative Negotiation**" shall have the meaning ascribed thereto in Section 24.2.1 (*Senior Representative Negotiations*).

"**Separation Date**" shall mean the date the incremental build-out of the DRPT improvements described through Phase 2, as described in Exhibit E (*Infrastructure Improvements*), are complete.

"**Service Plan**" means the weekday and weekend service plan as set forth in Exhibit D (*Service Plan*).

"**Springfield Flyover**" means the agreed easement related to the Franconia-Springfield Bypass, as more fully described in the Segment 1 Deeds.

"**STB**" means the Surface Transportation Board.

"**Subordinate Passenger Rail Easement**" shall have the meaning ascribed thereto in Section 4.2.3.2 (*Conveyance of Interests in Segment 1*).

"**Surplus Property**" means the property outside of the consistent width of the Corridor that is and identified as not having utility to the improvements identified in Exhibit E (*Infrastructure Improvements*).

"**Survey Deadline**" shall have the meaning ascribed thereto in Section 4.9 (*Surveys; Deeds of Confirmation*).

"**Surveys**" shall have the meaning ascribed thereto in Section 4.9 (*Surveys; Deeds of Confirmation*).

"**Tax Deferred Exchange**" shall have the meaning ascribed thereto in Section 2.22 (*Tax Deferred Exchange by CSXT*).

"**Term Sheet**" shall have the meaning ascribed thereto in the Preamble.

"**Title Objection**" shall have the meaning ascribed thereto in Section 5.1 (*Title Examination*).

"**Trackage Rights**" means those rights conferred on a third party with respect to a Trackage Rights Agreement.

"**Trackage Rights Agreements**" means those certain agreements between CSXT (or a predecessor) and another party for the operation of the railroad equipment of the other party on the tracks of CSXT which are part of the Corridor.

"**Transaction**" shall have the meaning ascribed thereto in the Recitals.

"**Transflo Lease**" shall have the meaning ascribed thereto in Section 4.10.2 (*Assignment and Assumption*).

"**Transflo Relocation**" shall have the meaning ascribed thereto in Section 4.10.2 (*Assignment and Assumption*).

"**Transition Period**" means, for Segment 1, the date beginning on Sale Date 1 and ending on the date determined by the Parties under Section 3.6 of the Joint Operating and Maintenance Agreement, and for Segment 2 and Segment 3, until such other date as the Parties mutually agree.

"**Unanticipated Condition (Phase 1 or Phase 2)**" means any field condition discovered during the design phase of a Phase 1 or Phase 2 Project for which there exist Unconfirmed Track Separation Distances, which condition: (i) was demonstrably unanticipated at the time the Parties established the applicable construction cost estimate and CSXT Construction Contingency Reserve in Exhibit E-3, (ii) is likely to result in a material increase in DRPT's costs to deliver the applicable Project and (iii) is not encountered solely to achieve track separations greater than the minimum required under Section 4.2.3 (*Conveyance of Interests in Segment 1*) for the applicable Project.

"**Unanticipated Condition (Phase 3, Phase 4, or future phase)**" means any field condition discovered during the design phase of a Phase 3, Phase 4, or future phase project for which there exist Unconfirmed Track Separation Distances, which condition: (i) was demonstrably unanticipated at the time the Parties established the Estimated Construction Cost, (ii) is likely to result in a material increase in DRPT's costs to deliver the applicable project; and (iii) is not encountered solely to achieve track separations greater than the minimum required under Section 4.2.3 (*Conveyance of Interests in Segment 1*) for the applicable project.

"**Unconfirmed Track Separation Distances**" means the distance between passenger track and freight track for which DRPT and CSXT have not agreed.

"VDT" shall have the meaning ascribed thereto in Section 2.4.1 (*Prorations*).

"**VPRA**" shall have the meaning ascribed thereto in Section 1.6 (*Assignment and Assumption by Virginia Passenger Rail Authority*).

"**VPRA Assignment Agreement**" shall have the meaning ascribed thereto in Section 1.6 (*Assignment and Assumption by Virginia Passenger Rail Authority*).

"**VRE**" shall have the meaning ascribed thereto in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*).

"**VRE Cure Period**" shall mean the thirty (30) day period after CSXT provides written notice to DRPT that the Commissions are in default of the Operating Agreement (CSXT/Commissions), giving rise to CSXT's right to terminate the Operating Agreement (CSXT/Commissions), other than the payment of amounts due under the Operating Agreement (CSXT/Commissions), for which the VRE Cure Period shall be five (5) Business Days.

EXHIBIT B-1A

LIST OF ENHANCED VALUATION MAPS

SEGMENT 1 – VA

Jurisdiction	**Enhanced Valuation Maps (Property)* de rigueur**	**CSXT or its predecessors' Valuation Map Numbers****	**Direction from Milepost*** (or comments in parenthesis)**
Arlington County	EV-5	V28600, V47164	Between CFP 110.1 and County line
	EV-6	V28600	North and south of CFP 110
	EV-7	V28600	North and south of CFP 110
	EV-8	V28600	Between CFP 109 and CFP 110
	EV-9	V28599	North and south of CFP 109
	EV-10	V28599	North and south of CFP 108
	EV-11	V28597	Between County line and CFP 108
	EV-286	n/a	(delineation alignment)
City of Alexandria	EV-11	V28597	Between City line and CFP 107
	EV-12	V28597	North and south of CFP 107
	EV-13	V28597	Between CFP 106 and CFP 107
	EV-14	V28597	North and south of CFP 106
	EV-15	V28594	Between CFP 105 and CFP 106
	EV-16	V28594	North and south of CFP 10
	EV-17	V28594	North of CFP 104
	EV-18	V28701	North and south of CFP 104
	EV-19	V28701	Between CFP 103 and CFP 104
	EV-20	V28701	North and south of CFP 103
	EV-21	V28701	Between CFP 103 and City line
	EV-22	V28701	Between City line and CFP 103
	EV-286	n/a	(delineation alignment)
	EV-287	n/a	(delineation alignment)
Fairfax County	EV-22	V28701	N and S of CFP 102 to County line
	EV-23	V28700	Between CFP 101 and CFP 102
	EV-24	V28700	North and south of CFP 101
	EV-25	V28700	Between CFP 100 and CFP 101
	EV-26	V28700	North and south of CFP 100
	EV-27	V28699	Between CFP 99 and CFP 100
	EV-28	V28699	North of CFP 99
	EV-29	V28699	South of CFP 99
	EV-30	V28699	Between CFP 98 and CFP 99
	EV-31	V28699	North and south of CFP 98
	EV-32	V28698	Between CFP 97 and CFP 98
	EV-33	V28698	North and south of CFP 97
	EV-34	V28698	Between CFP 96 and CFP 97
	EV-35	V28697	North and south of CFP 96
	EV-36	V28697	North of CFP 95.3
	EV-37	V28697	North and south of CFP 95

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

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

	EV-299	n/a	(delineation alignment)
Spotsylvania County	EV-116	V28659	North and south of CFP 57
	EV-117	V28659	Between CFP 56 and CFP 57
	EV-118	V28655	North and south of CFP 56
	EV-119	V28655	Between CFP 55 and CFP 56
	EV-120	V28655	North and south of CFP 55
	EV-121	V28655	North and south of CFP 54
	EV-122	V28654	North and south of CFP 54
	EV-123	V28654	South of CFP 54 to CFP 53.2
	EV-124	V28654	North and south of CFP 53
	EV-125	V28654	Between CFP 52 and CFP 53
	EV-126	V28652	North and south of CFP 52
	EV-127	V28652	Between CFP 51 and CFP 52
	EV-128	V28652	North and south of CFP 51
	EV-129	V28652	North and south of CFP 50
	EV-130	V28651	North and south of CFP 50
	EV-131	V28651	North and south of CFP 49
	EV-132	V28651	South of CFP 49 to County line
	EV-299	n/a	(delineation alignment)
	EV-300	n/a	(delineation alignment)
Caroline County	EV-132	V28651	From CFP 48.7 to County line
	EV-133	V28651	South of CFP 48.7
	EV-134	V28651	North and south of CFP 48
	EV-135	V28680	Between CFP 47 and CFP 48
	EV-136	V28680	North and south of CFP 47
	EV-137	V28679	Between CFP 46 and CFP 47
	EV-138	V28679	North and south of CFP 46
	EV-139	V28679	North and south of CFP 45
	EV-140	V28678	Between CFP 44 and CFP 45
	EV-141	V28678	North and south of CFP 44
	EV-142	V28678	South of CFP 44 to CFP 43.5
	EV-143	V28678	North and south of CFP 43
	EV-144	V28678	North and south of CFP 43
	EV-145	V28678	North and south of CFP 42
	EV-146	V28677	North and south of CFP 42
	EV-147	V28677	North and south of CFP 41
	EV-148	V28677	South of CFP 41 to CFP 40.4
	EV-149	V28677	North of CFP 40 to CFP 40.4
	EV-150	V28676	North and south of CFP 40
	EV-151	V28676	North and south of CFP 39
	EV-152	V28676	Between CFP 38 and CFP 39
	EV-153	V28675	North and south of CFP 38
	EV-154	V28675	Between CFP 37 and CFP 38
	EV-155	V28675	North and south of CFP 37
	EV-156	V28674	Between CFP 36 and CFP 37
	EV-157	V28674	North and south of CFP 36
	EV-158	V28674	Between CFP 35 and CFP 36
	EV-159	V28674	North and south of CFP 35

	EV-160	V28673	North and south of CFP 34
	EV-161	V28673	North and south of CFP 34
	EV-162	V28673	North and south of CFP 33
	EV-163	V28673	North and south of CFP 33
	EV-164	V28673	North and south of CFP 32
	EV-165	V28672	Between CFP 31 and CFP 32
	EV-166	V28672	North and south of CFP 31
	EV-167	V28672	Between CFP 30 and CFP 31
	EV-168	V28671	North and south of CFP 30
	EV-169	V28671	Between CFP 29 and CFP 30
	EV-170	V28671	North and south of CFP 29
	EV-171	V28671	Between CFP 28 and CFP 29
	EV-172	V28671	North and south of CFP 28
	EV-173	V28670	Between CFP 27 and CFP 28
	EV-174	V28670	North and south of CFP 27
	EV-175	V28670	Between CFP 26 and CFP 27
	EV-176	V28669	North and south of CFP 26
	EV-177	V28669	Between CFP 25 and CFP 26
	EV-178	V28669	North and south of CFP 25
	EV-179	V28669	Between CFP 24 and CFP 25
	EV-180	V28668	From N of CFP 24 to County line
	EV-300	n/a	(delineation alignment)
	EV-301	n/a	(delineation alignment)
	EV-302	n/a	(delineation alignment)
	EV-303	n/a	(delineation alignment)
Hanover County	EV-180	V28668	From CFP 23.7 to County line
	EV-181	V28668	Between CFP 23 and CFP 24
	EV-182	V28668	North and south of CFP 23
	EV-183	V28667	Between CFP 22 and CFP 23
	EV-184	V28667	North and south of CFP 22
	EV-185	V28667	North and south of CFP 21
	EV-186	V28667	Between CFP 20 and CFP 21
	EV-187	V28665	North and south of CFP 20
	EV-188	V28665	Between CFP 19 and CFP 20
	EV-189	V28665	North and south of CFP 19 to CFP 18.7
	EV-190	V28664	North of CFP 18 to CFP 18.7
	EV-191	V28664	North and south of CFP 18
	EV-192	V28664	Between CFP 17 and CFP 18
	EV-193	V28664	North and south of CFP 17
	EV-194	V28664	Between CFP 16 and CFP 17
	EV-195	V28663	North and south of CFP 16 to CFP 15.8
	EV-196	V28663	Between CFP 15.8 and CFP 16
	EV-197	V28663	North and south of CFP 15
	EV-198	V28662	Between CFP 14 and CFP 15
	EV-199	V28662	North and south of CFP 14
	EV-200	V28662	Between CFP 13 and CFP 14
	EV-201	V28662	North and south of CFP 13
	EV-202	V28661	North and south of CFP 12
	EV-203	V28661	North and south of CFP 12
	EV-204	V28661	North and south of CFP 11

	EV-205	V28661	County line to south of CFP 11
	EV-303	n/a	(delineation alignment)
	EV-304	n/a	(delineation alignment)
	EV-305	n/a	(delineation alignment)
	EV-306	n/a	(delineation alignment)
Henrico County	EV-205	V28661	North of CFP 10 to County line
	EV-206	V28658	North and south of CFP 10
	EV-207	V28658	Between CFP 9 and CFP 10
	EV-208	V28658	North and south of CFP 9
	EV-209	V28658	Between CFP 8 and CFP 9
	EV-210	V28657	North and south of CFP 8
	EV-211	V28657	North and south of CFP 7
	EV-212	V28657	Between CFP 6 and CFP 7
	EV-213	V28656	North and south of CFP 6
	EV-214	V28656	Between CFP 5 and CFP 6
	EV-215	V28656	North and south of CFP 5 to CFP 4.8
	EV-216	V28656	North of CFP 4 to CFP 4.8
	EV-217	V28472	North and south of CFP 4
	EV-218	V28472	North and south of CFP 4
	EV-219	V28472	North and south of CFP 3
	EV-220	V28472	Between CFP 2 and CFP 3
	EV-221	V28472	North and south of CFP 2
	EV-222	V28653	County line to south of CFP 2
	EV-306	n/a	(delineation alignment)
	EV-307	n/a	(delineation alignment)
	EV-308	n/a	(delineation alignment)
City of Richmond	EV-220	V28472	City line between CFP 2 and CFP 3
	EV-221	V28472	City line between CFP 2 and CFP 3
	EV-222	V28653	City line to north of CFP 1
	EV-223	V04661	South of SRN 4 to north of CFP 1
	EV-224	V04662	Between SRN 3 and SRN 4
	EV-225	V04663	North and south of SRN 3
	EV-226	V04663	Between SRN 2 and SRN 3
	EV-227	V04664	North and south of SRN 2
	EV-228	V13099	North and south of SRN 1
	EV-229	V04666	Between SRN 0 and SRN 1
	EV-230	V04666	S 0 to south of SRN 1
	EV-231	V04670	Between James River and S 0
	EV-232	V04670	Between S 1 and S 0
	EV-233	V04671	North and south of S 1
	EV-234	V04671	Between S 2 and S 1
	EV-235	V04672	North and south of S 2
	EV-236	V04672	Between S 3 and S 2
	EV-237	V04676	North and south of S 3
	EV-238	V04676	Between S 4 and S 3
	EV-239	V04676	North and south of S 4
	EV-240	V04676	North and south of S 5
	EV-241	V04676	City line to south of S 5

	EV-307	n/a	(delineation alignment)
	EV-308	n/a	(delineation alignment)
	EV-309	n/a	(delineation alignment)
	EV-310	n/a	(delineation alignment)
	EV-311	n/a	(delineation alignment)
Chesterfield County	EV-241	V04676	North of S 6 to County line
	EV-242	V04676	North and south of S 6
	EV-243	V04680	Between S 7 and S 6
	EV-244	V04681	North and south of S 7
	EV-245	V04681	Between S 8 and S 7
	EV-246	V04682	North and south of S 8
	EV-247	V04682	Between S 9 and S 8
	EV-248	V00024	North and south of S 9
	EV-249	V00024	North and south of S 10
	EV-250	V00024	Between A 11 and north of S 10
	EV-251	V00024	Between A 11 and S 10
	EV-252	V00024	North and south of A 11
	EV-253	V00024	North and south of A 12
	EV-254	V00025	Between A 13 and A 12
	EV-255	V00025	North and south of A 13
	EV-256	V00025	Between A 14 and A 13
	EV-257	V00025	North and south of A 14
	EV-258	V00025	Between A 15 and A 14
	EV-259	V00025	North and south of A 15
	EV-260	V00025	Between A 16 and A 15
	EV-261	V00027	North and south of A 16
	EV-262	V00027	Between A 17 and A 16
	EV-263	V00027	North and south of A 17
	EV-264	V00027	North and south of A 18
	EV-265	V00027	Between A 19 and A 18
	EV-266	V00028	North and south of A 19
	EV-267	V00028	County line to south of A 19
	EV-268	V00064	North of A 21 to County line
	EV-269	V00064	Between A 21 and County line
	EV-270	V00064	North and south of A 21
	EV-271	V00065	North and south of A 22
	EV-272	V00065	Between A 23 and A 22
	EV-273	V00065	County line to north of A 23
	EV-274	V04689	South of A 23 to County line
	EV-309	n/a	(delineation alignment)
	EV-310	n/a	(delineation alignment)
	EV-311	n/a	(delineation alignment)
City of Colonial Heights	EV-267	V00028	North of A 20 to north City line
	EV-268	V00064	South City line to north of A 20
	EV-309	n/a	(delineation alignment)
	EV-310	n/a	(delineation alignment)
City of Petersburg	EV-273	V00065	City line to north of A 24

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

*EV-286 through EV-311 are delineation alignment charts for the Enhanced Valuation Maps.
**The column labeled "CSXT or its predecessors' Valuation Map Numbers" may be over-inclusive, under-inclusive or otherwise incorrect and shall have no bearing on the title transferred by the Deed.

SEGMENT 1 – D.C.

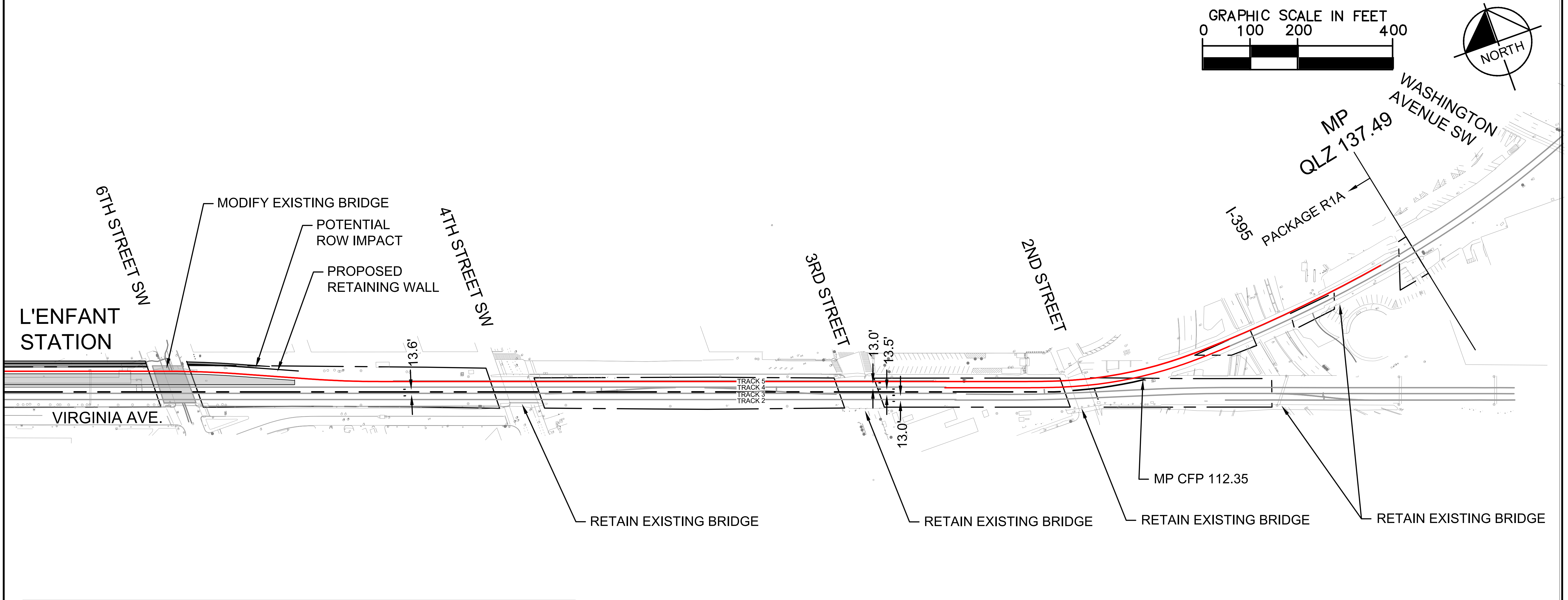
Jurisdiction	**Enhanced Valuation Maps (Property)***	**CSXT or its predecessors' Valuation Map Numbers****	**Direction from Milepost*** (or comments in parenthesis)**
District of Columbia	EV-1	V47173, V47169	South of QLZ 137.49
	EV-2	V47173	North and south of CFP 112
	EV-3	V47163	South of CFP 111.7
	EV-4	V47163, V47164	North and south of CFP 111
	EV-5	V28600, V47164	Between City line and CFP 111
	EV-284	n/a	(delineation alignment)
	EV-285	n/a	(delineation alignment)

*EV-284 and EV-285 are delineation alignment charts for the Enhanced Valuation Maps in D.C.
**The column labeled "CSXT or its predecessors' Valuation Map Numbers" may be over-inclusive, under-inclusive or otherwise incorrect and shall have no bearing on the title transferred by the Deed.

EXHIBIT B-1B

Enhanced Valuation Maps (Design)

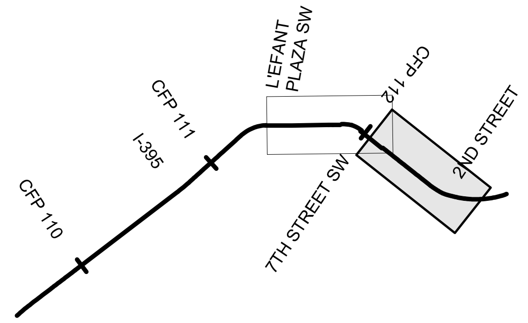
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Washington, D.C.

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R1A - L'ENFANT FOURTH TRACK AND STATION IMPROVEMENTS

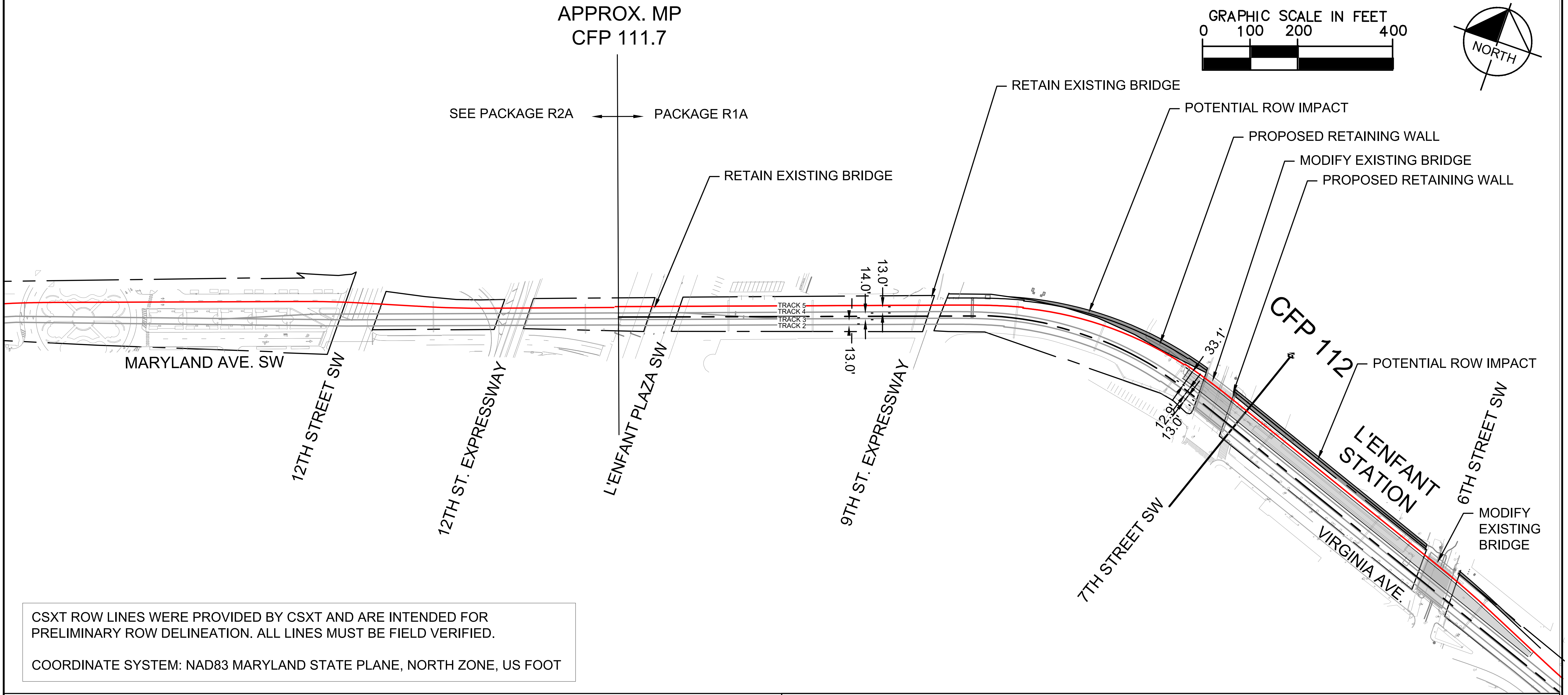
CSXT VAL MAP:V47173

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-001
OF
EV-283

Mar, 16 2021 08:05 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R1A_LEnfant 4th-Station\CAD\Sheets\R1A-xS-Rollplot.dwg By: Sydney.Gravitt



RETAIN EXISTING BRIDGE

RETAIN EXISTING BRIDGE

POTENTIAL ROW IMPACT

PROPOSED RETAINING WALL

MODIFY EXISTING BRIDGE

PROPOSED RETAINING WALL

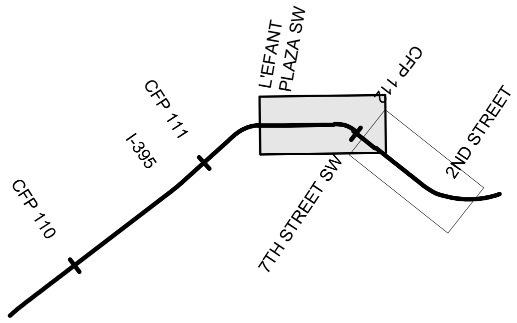
POTENTIAL ROW IMPACT

MODIFY EXISTING BRIDGE

CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
—— - ——	CSXT ROW
—— - - - ——	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

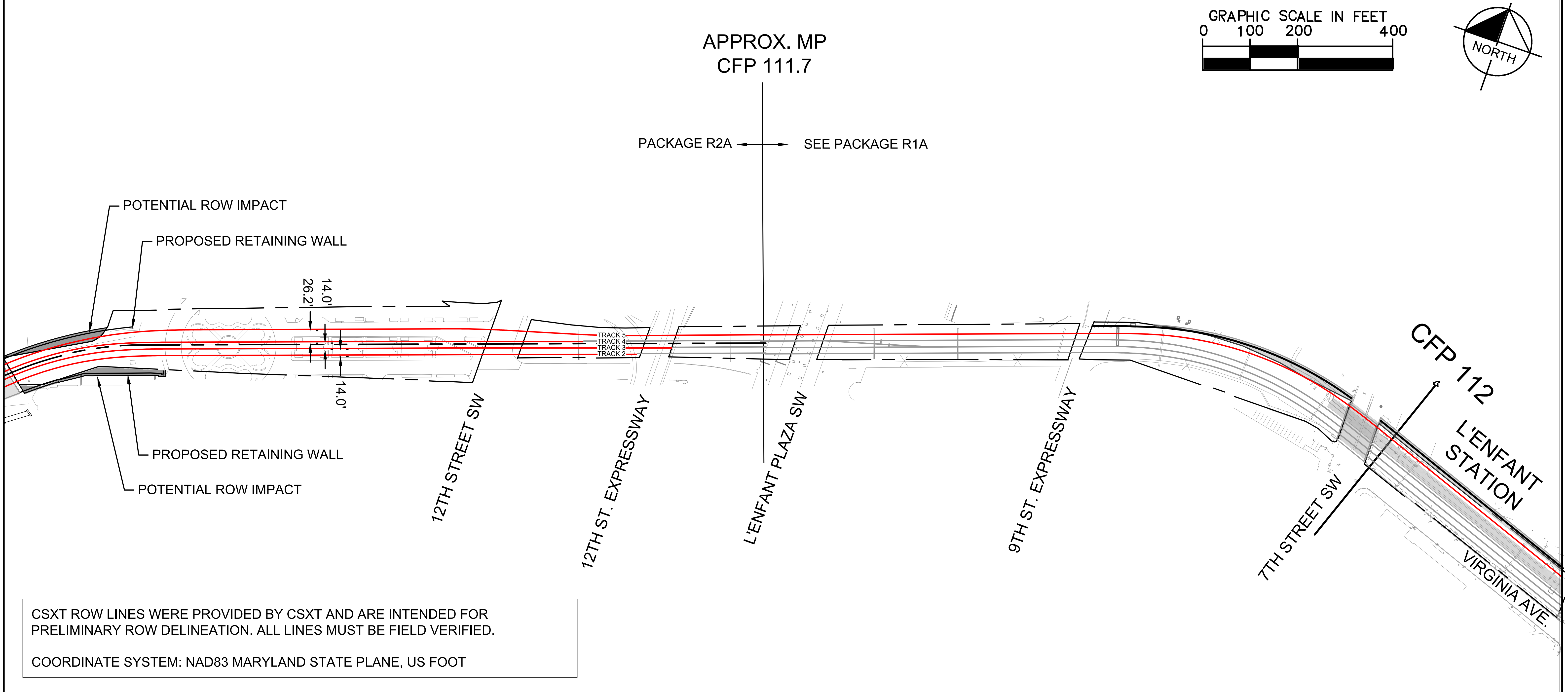
JURISDICTION: Washington, D.C.

ENHANCED VAL MAPS - DESIGN
R1A - L'ENFANT FOURTH TRACK AND STATION IMPROVEMENTS

CSXT VAL MAP:V47173
DATE: 3/16/2021

SHEET
EV-002
OF
EV-283

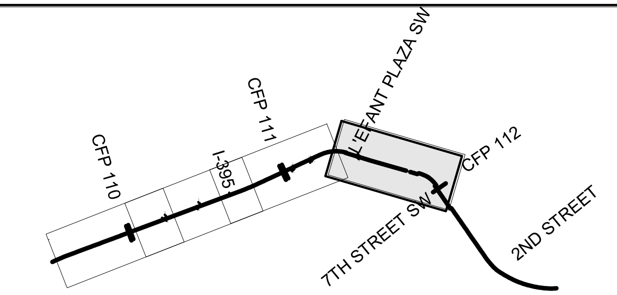
Mar, 16 2021 08:05 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R1A_LEnfant 4th-Station\CAD\Sheets\R1A-xS-Rollplot.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

KEY MAP



———	EXISTING TRACK
🟥———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
—— - ——	CSXT ROW
—— - - - ——	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Washington, D.C.

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R2A - LONG BRIDGE PROJECT

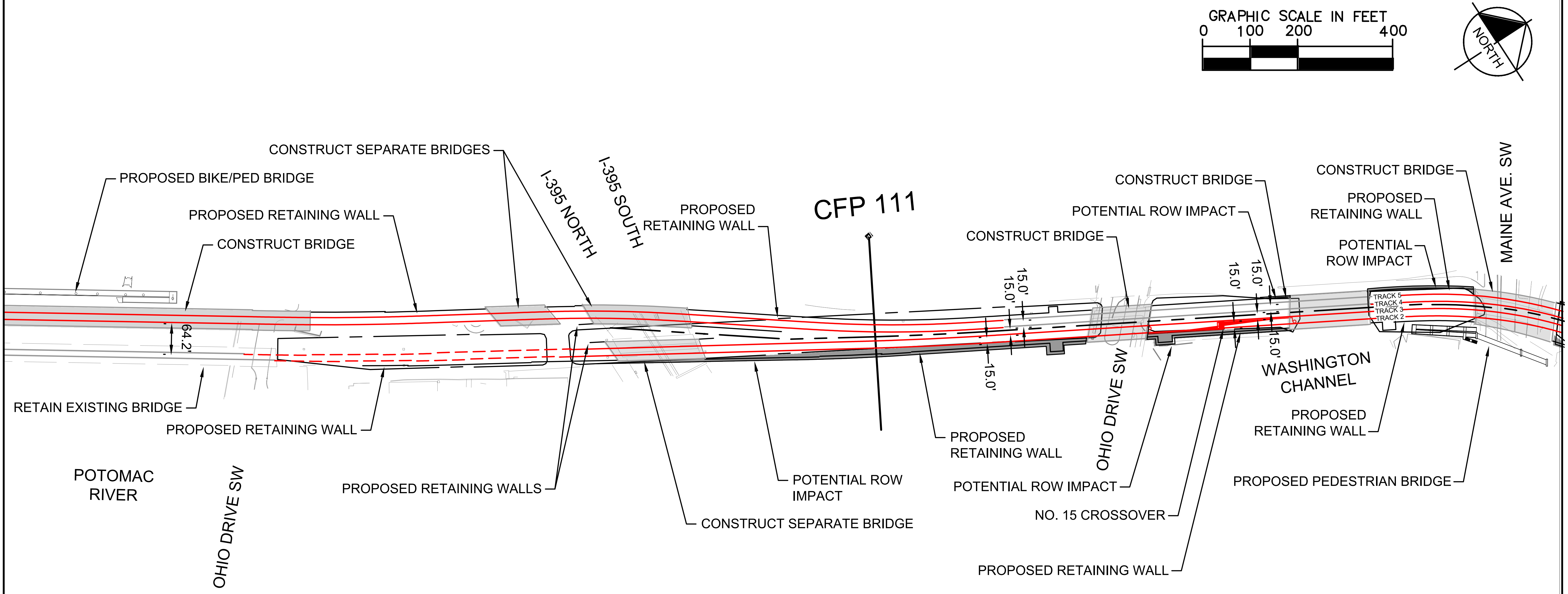
CSXT VAL MAP:V47173

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-003
OF
EV-283

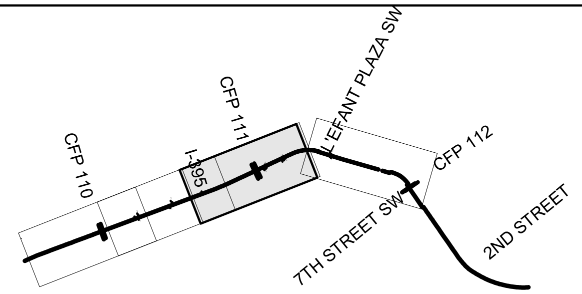
Mar, 16 2021 08:11 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R2A_Long Bridge\CAD\Sheets\R2A-xS-Rollplot.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Washington, D.C.

ENHANCED VAL MAP - DESIGN

R2A - LONG BRIDGE PROJECT

CSXT VAL MAP:V47163

DATE: 3/16/2021

SHEET
EV-004
OF
EV-283

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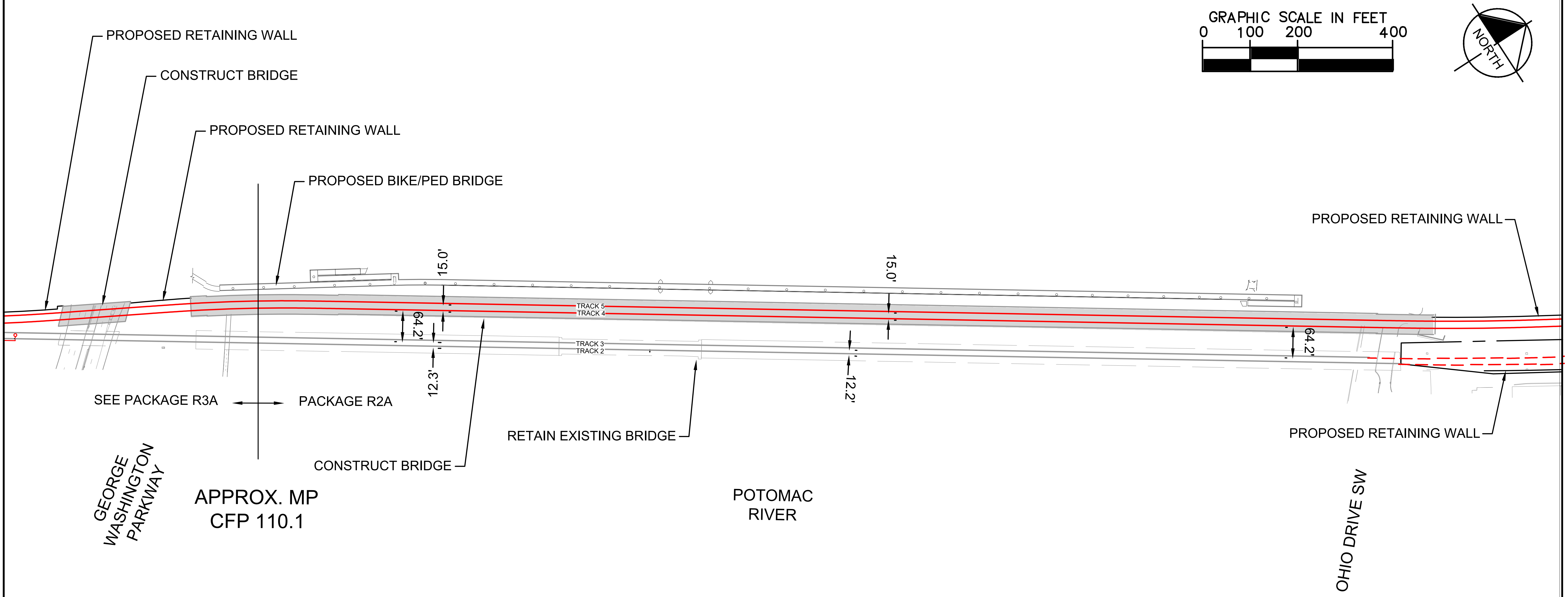
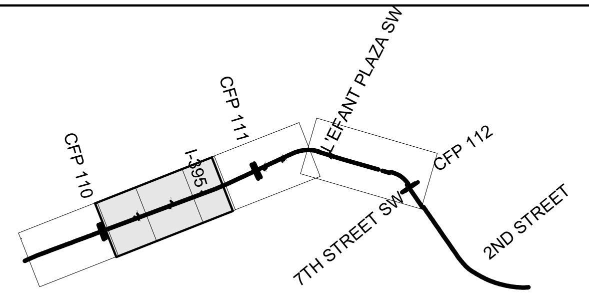


CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

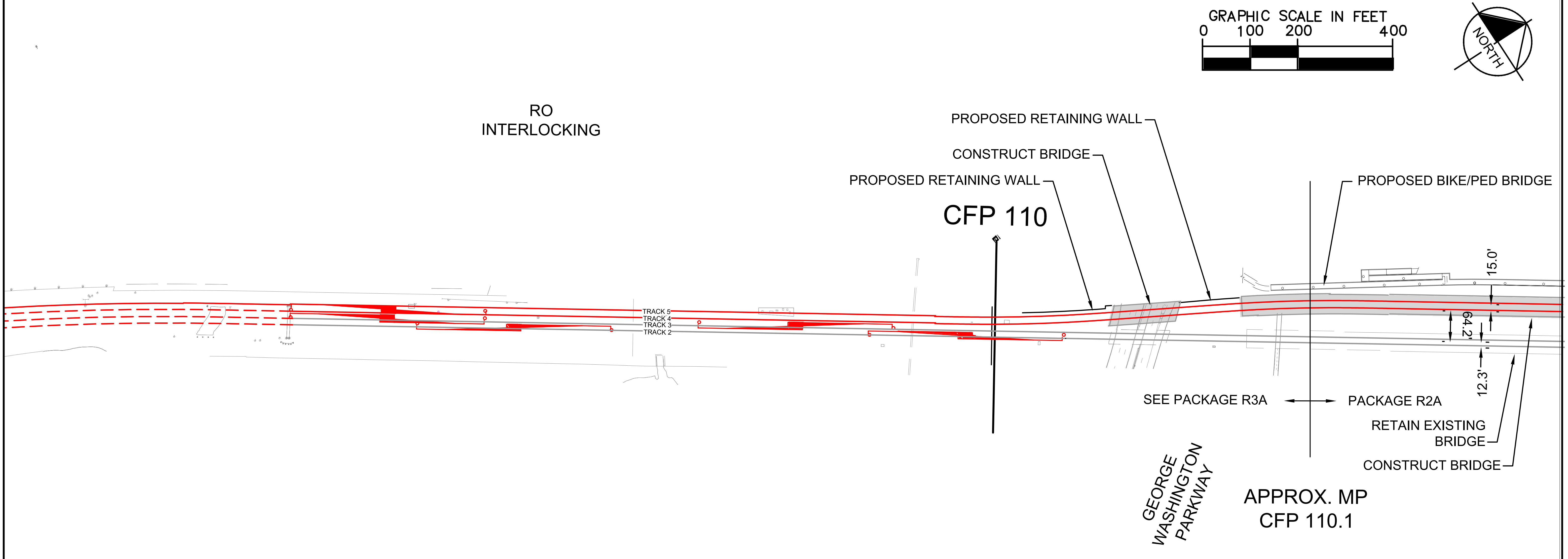
JURISDICTION: Arlington County

ENHANCED VAL MAP - DESIGN
R2A - LONG BRIDGE PROJECT

CSXT VAL MAP:V28600
DATE: 3/16/2021

SHEET
EV-005
OF
EV-283

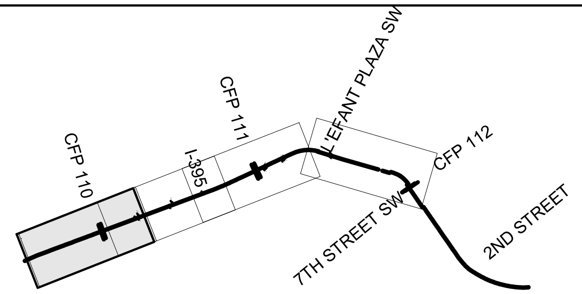
Mar, 16 2021 08:11 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R2A_Long Bridge\CAD\Sheets\R2A-xS-Rollplot.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Arlington County

ENHANCED VAL MAP - DESIGN

R2A - LONG BRIDGE PROJECT

CSXT VAL MAP:V28600

DATE: 3/16/2021

SHEET
EV-006
OF
EV-283

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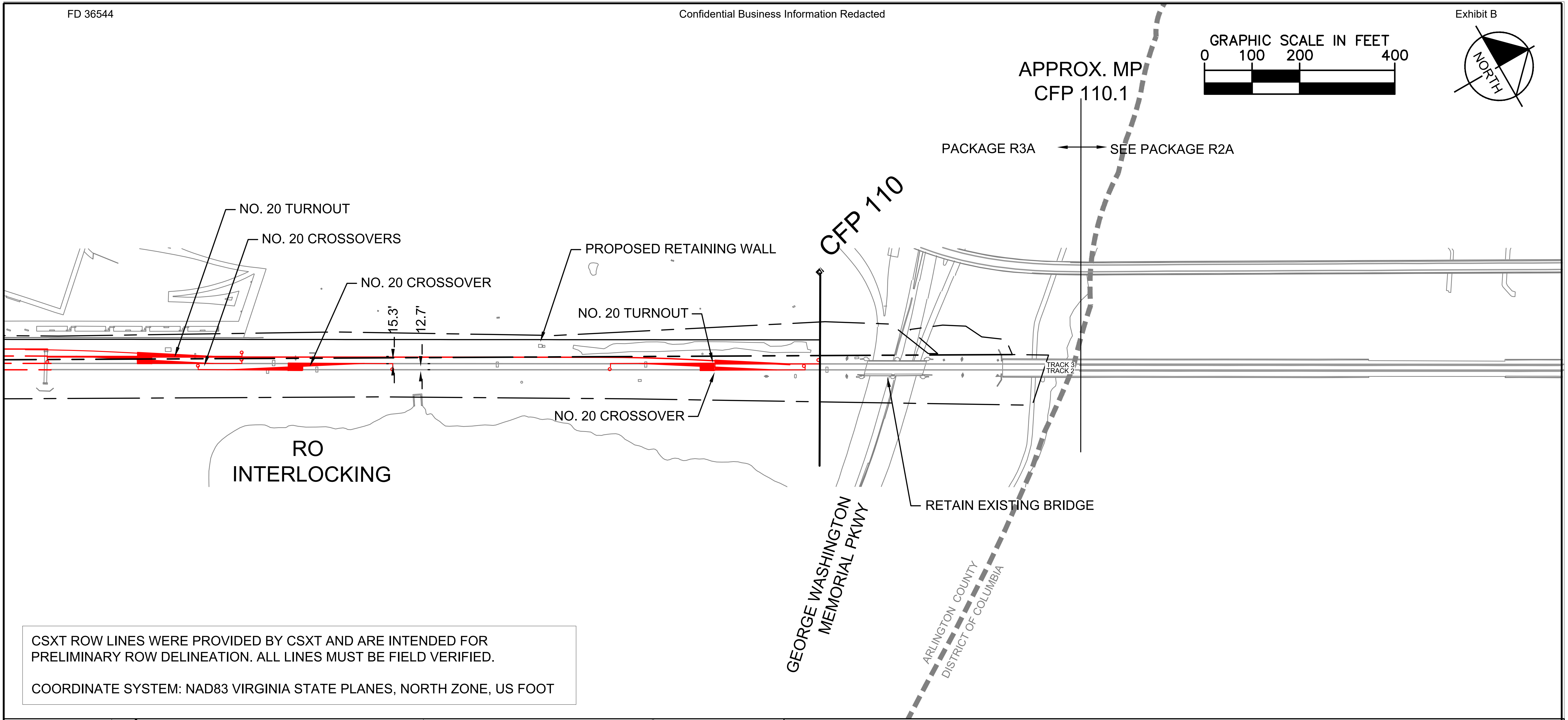
Confidential Business Information Redacted

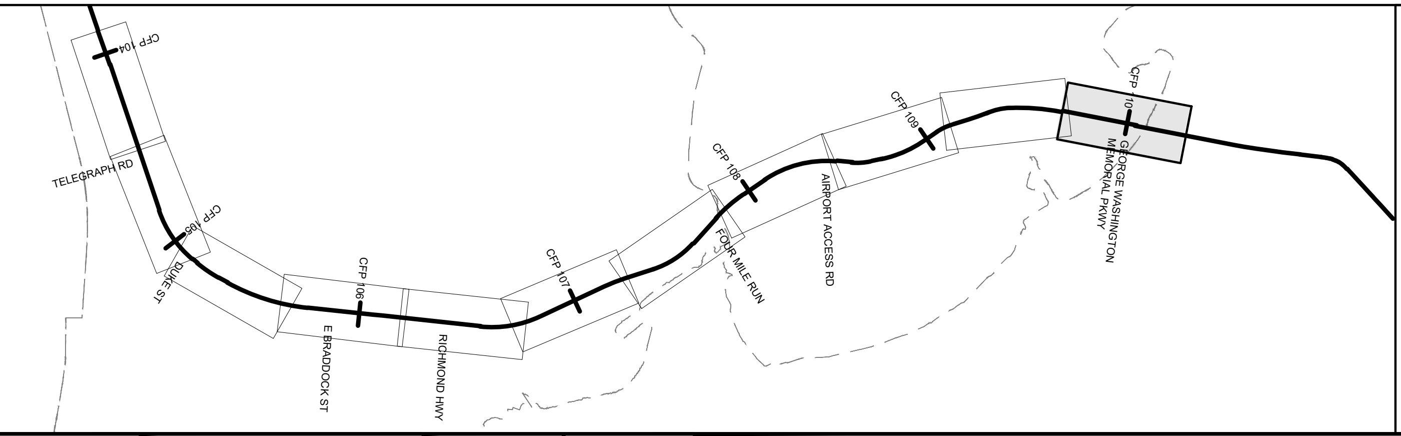
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——— EXISTING TRACK

——— PROPOSED TRACK

- - - - SHIFTED TRACK

— - — CSXT ROW

— - - - — CSXT-DRPT DELINEATION

■ ■ ■ ■ JURISDICTION LINE (FROM GIS)

JURISDICTION: Arlington County

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

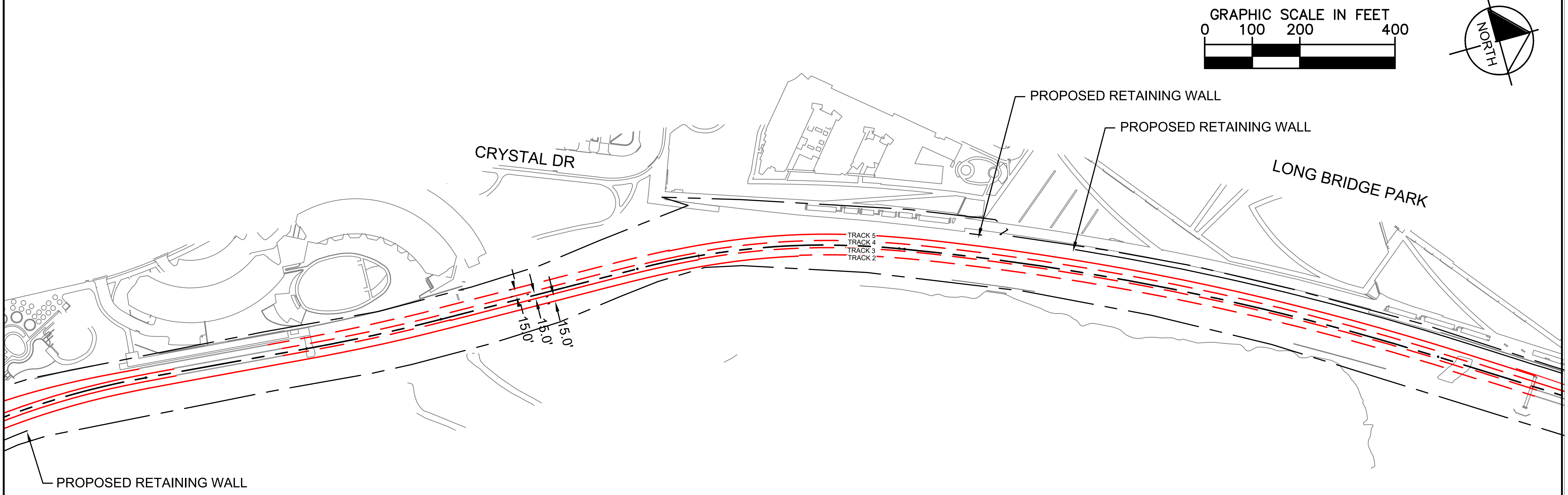
CSXT VAL MAP:V28600

DATE: 3/16/2021

SHEET
EV-007
OF
EV-283

Mar, 16 2021 08:23 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Railplot-Layout.dwg By: Sydney.Gravitt

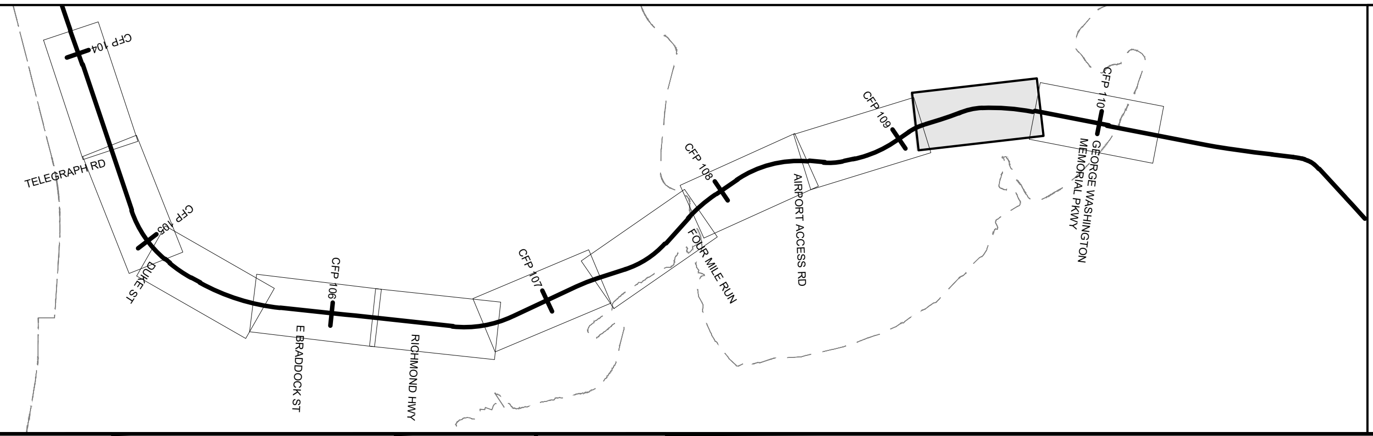
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Arlington County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

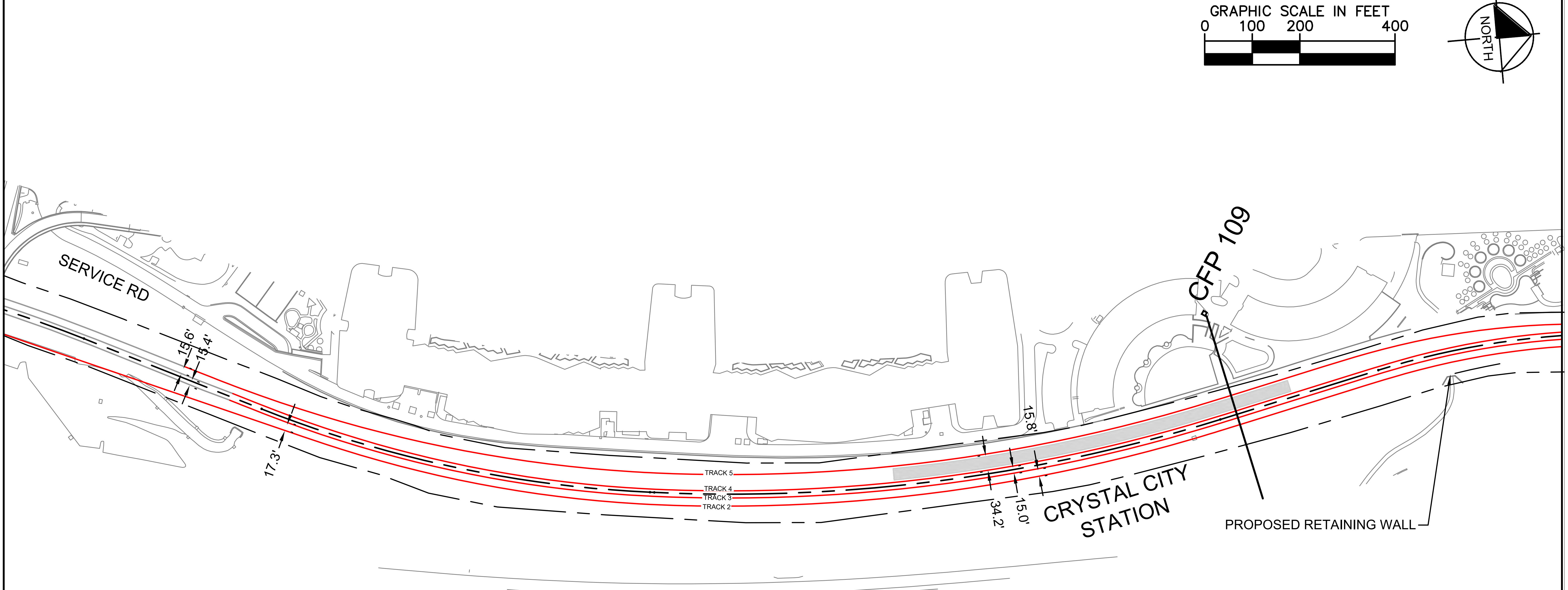
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28600

DATE: 3/16/2021

Kimley»Horn

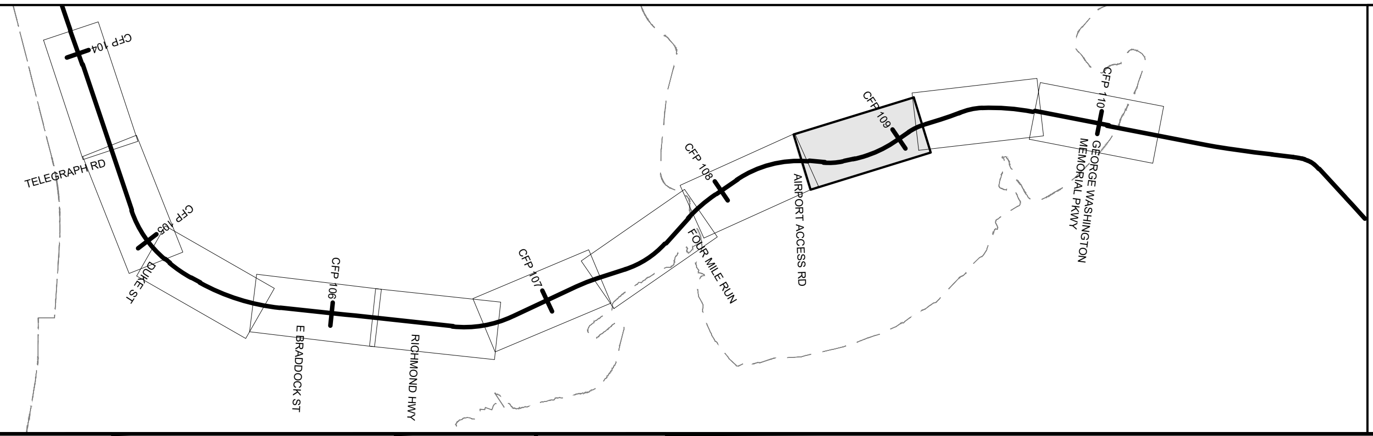
SHEET
EV-008
OF
EV-283



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Arlington County/City of Alexandria

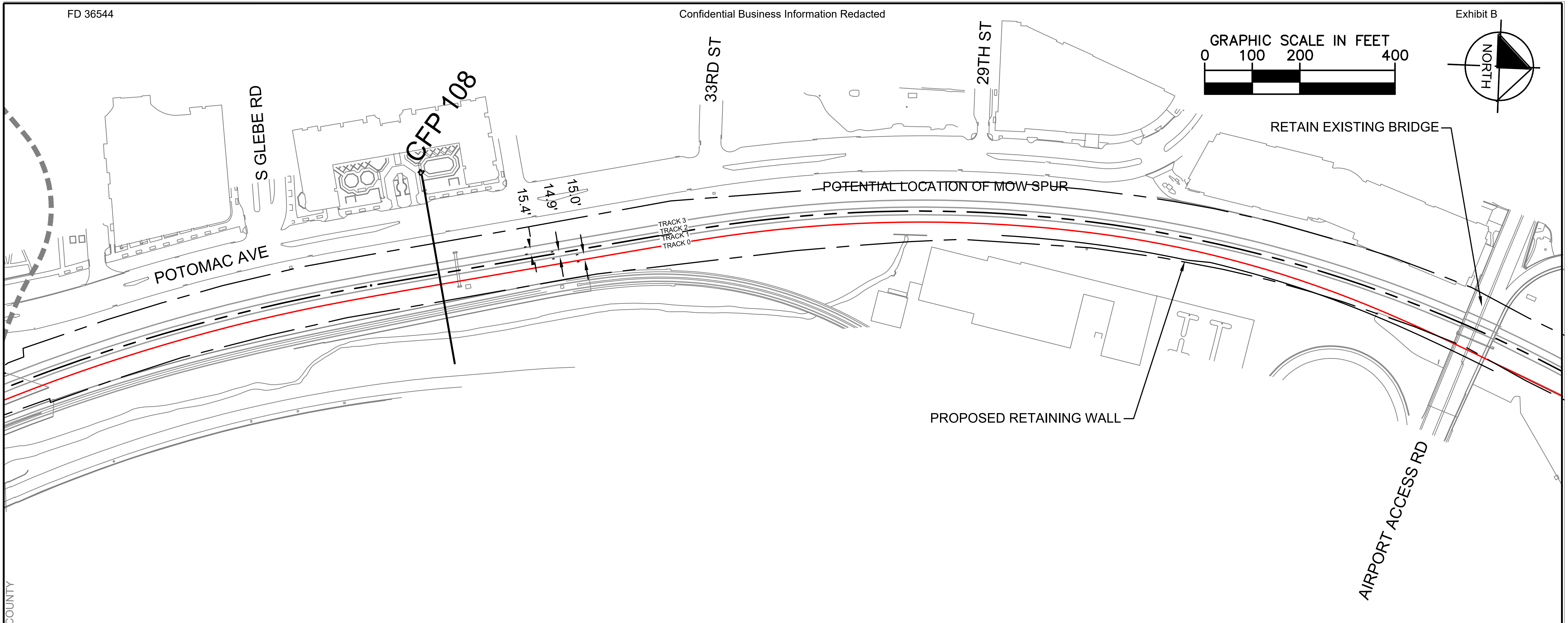
ENHANCED VAL MAP - DESIGN
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28599
DATE: 3/16/2021

SHEET
EV-009
OF
EV-283

Mar, 16 2021 08:23 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Rollplot-Layout.dwg By: SydneyGravitt

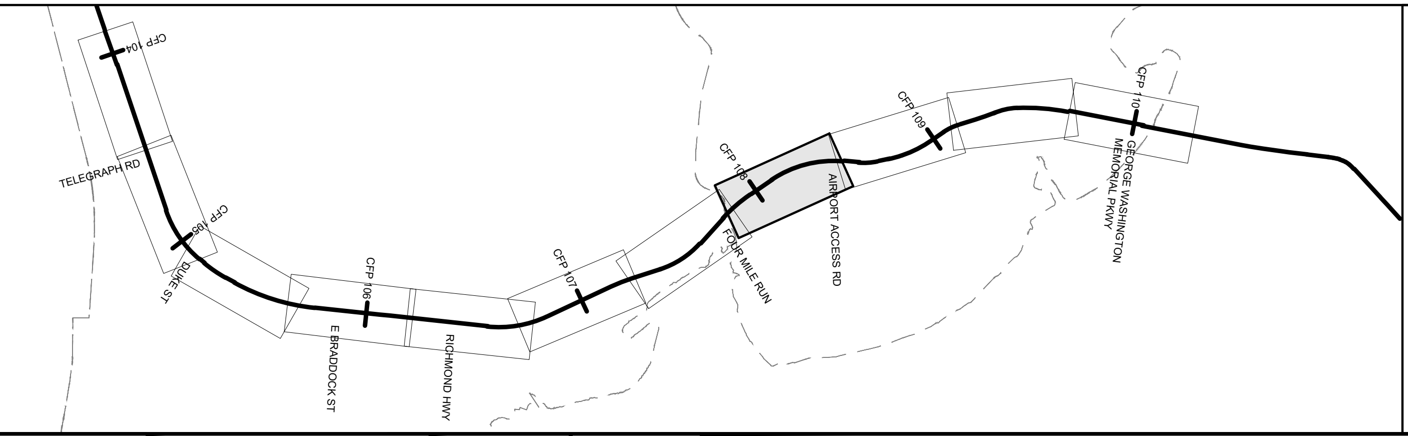
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Arlington County/City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

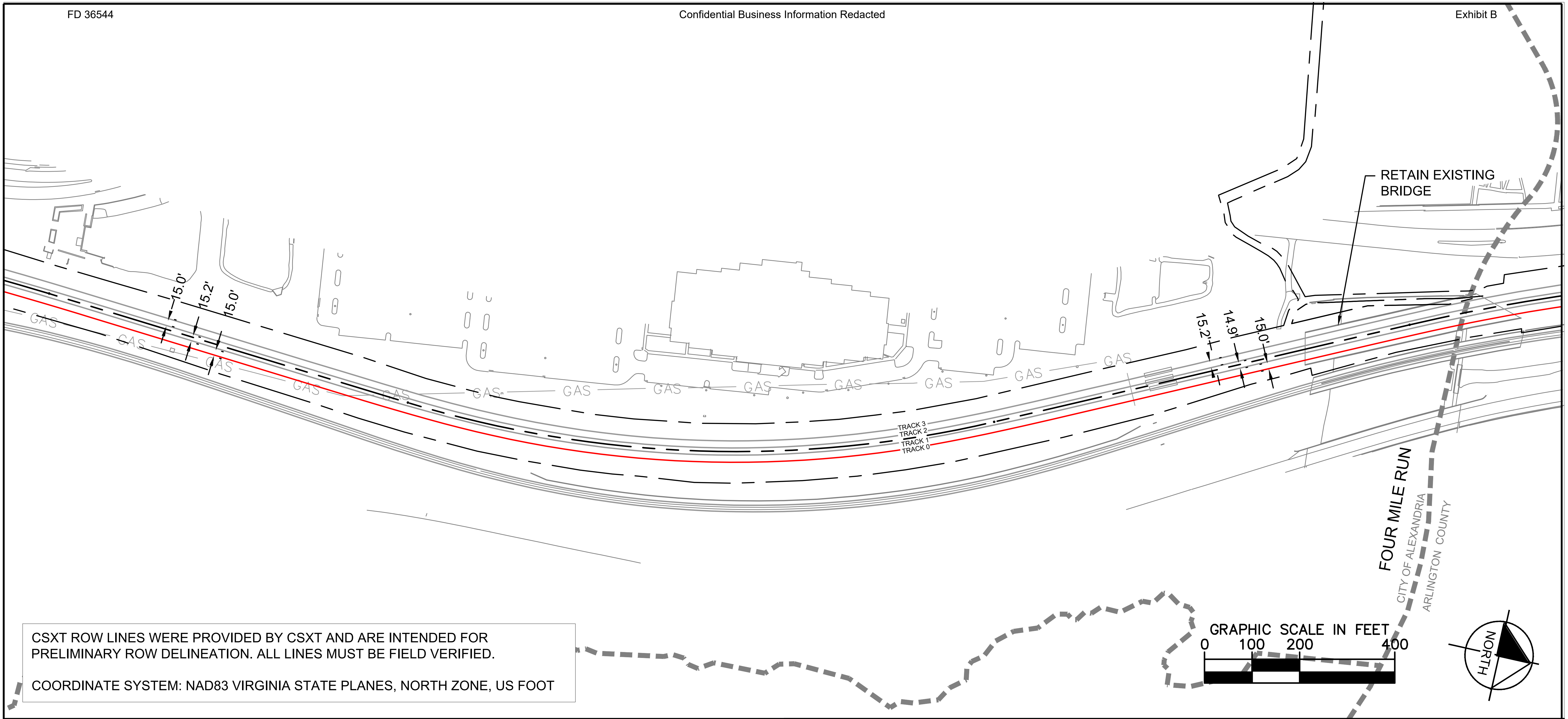
CSXT VAL MAP:V28599

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-010
OF
EV-283

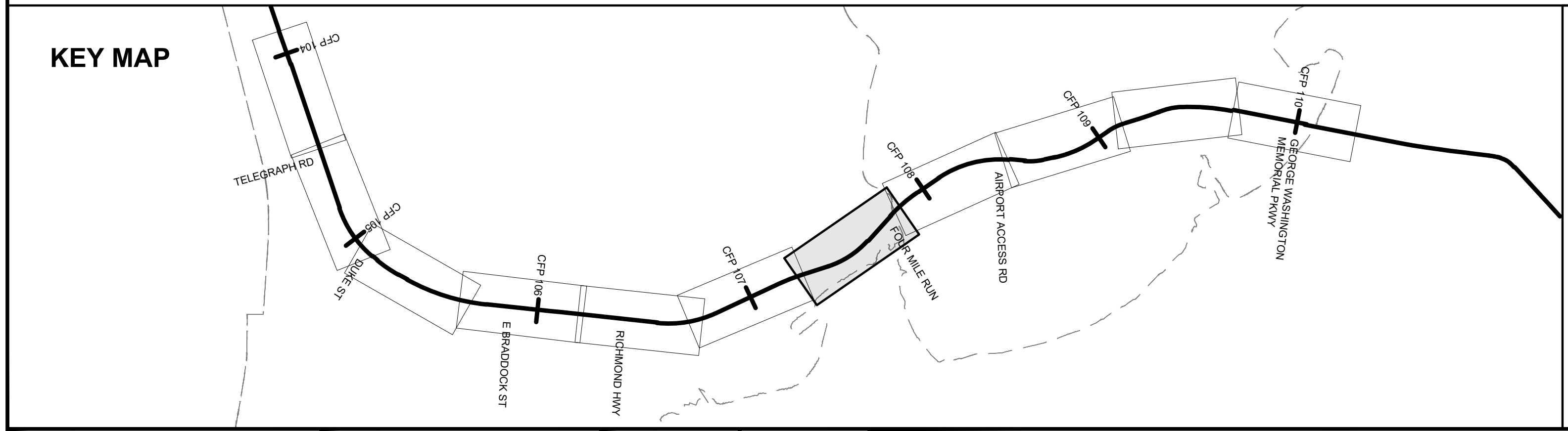
Mar, 16 2021 08:23 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_sS-Rollplot-Layout.dwg By: SydneyGravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28597

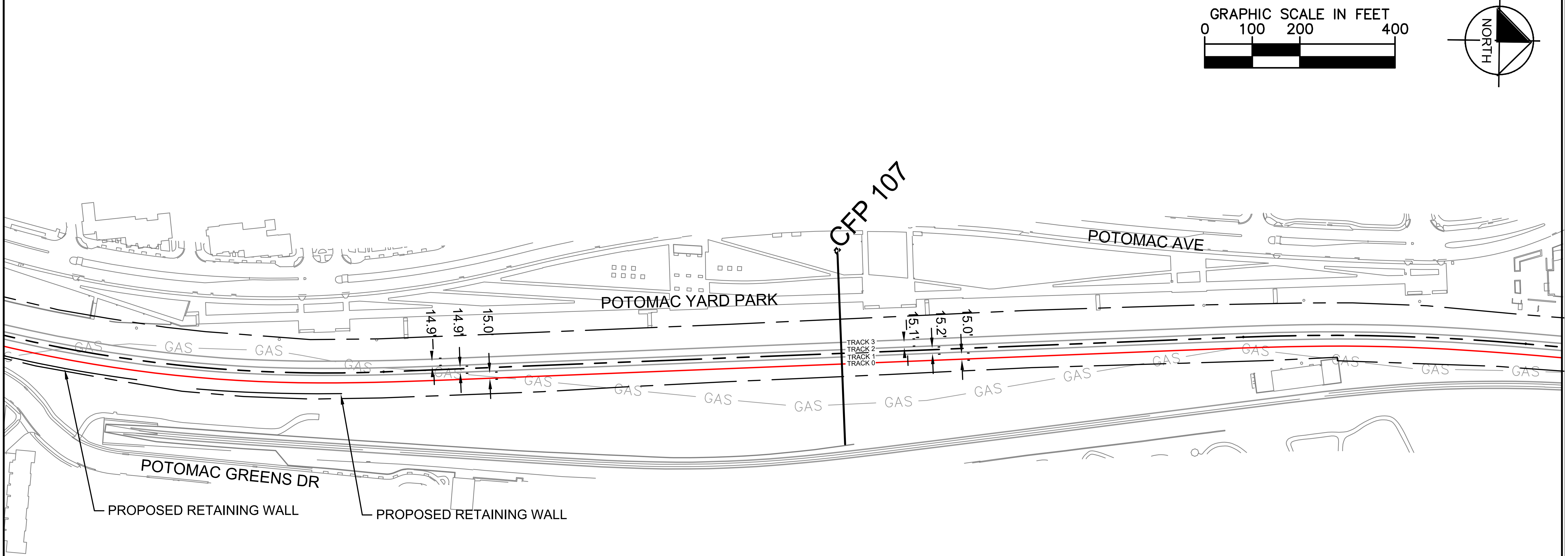
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-011
OF
EV-283

Mar. 16 2021 08:23 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Rollplot-Layout.dwg By: SydneyGravitt

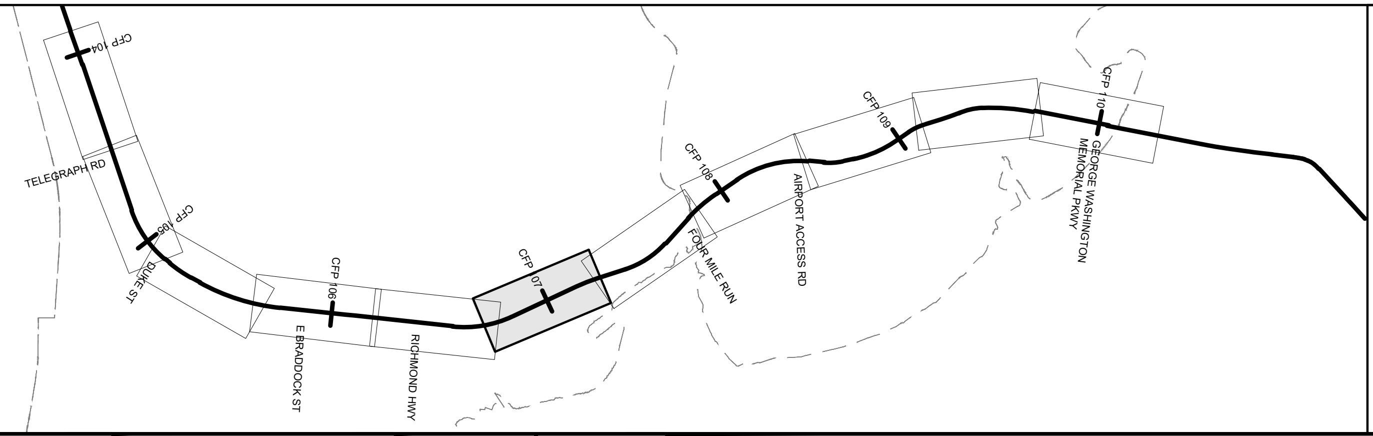
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

ENHANCED VAL MAP - DESIGN

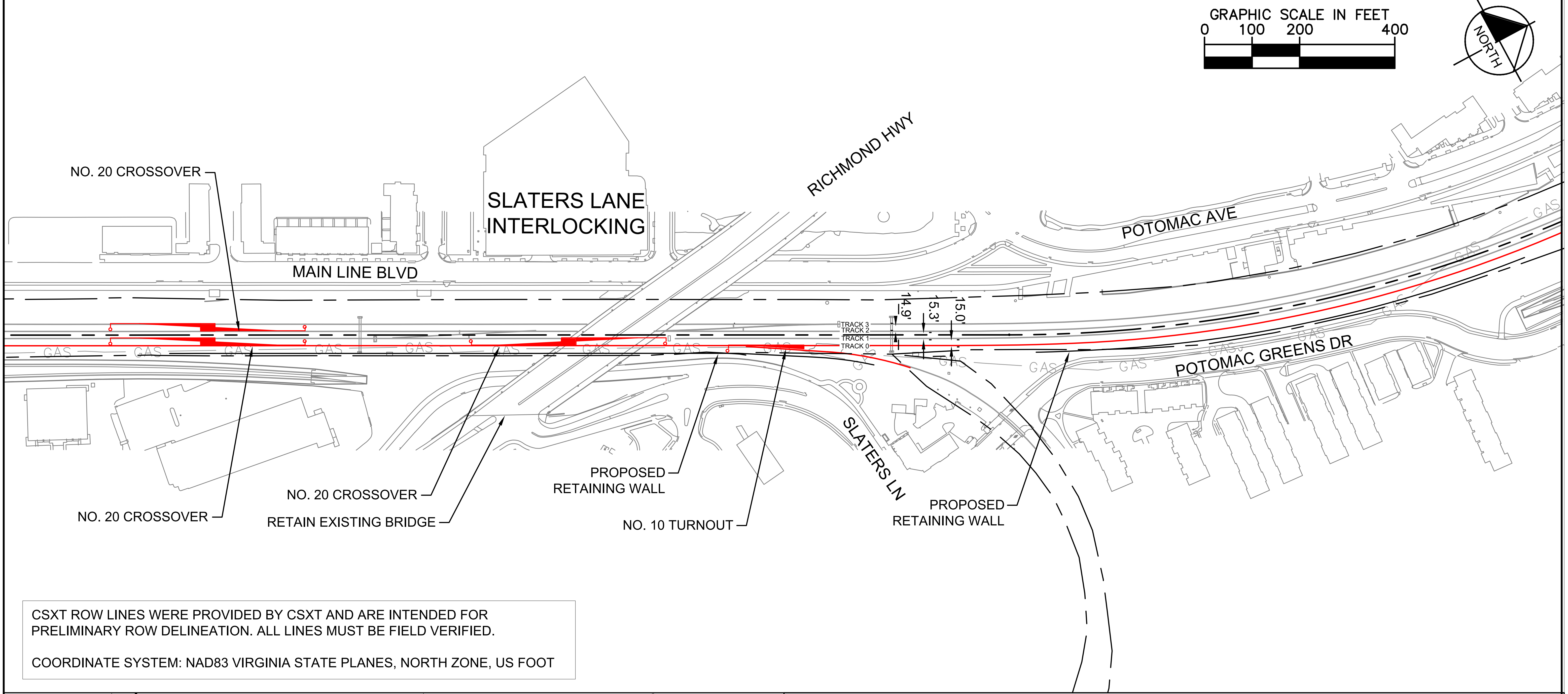
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28597

DATE: 3/16/2021

SHEET
EV-012
OF
EV-283

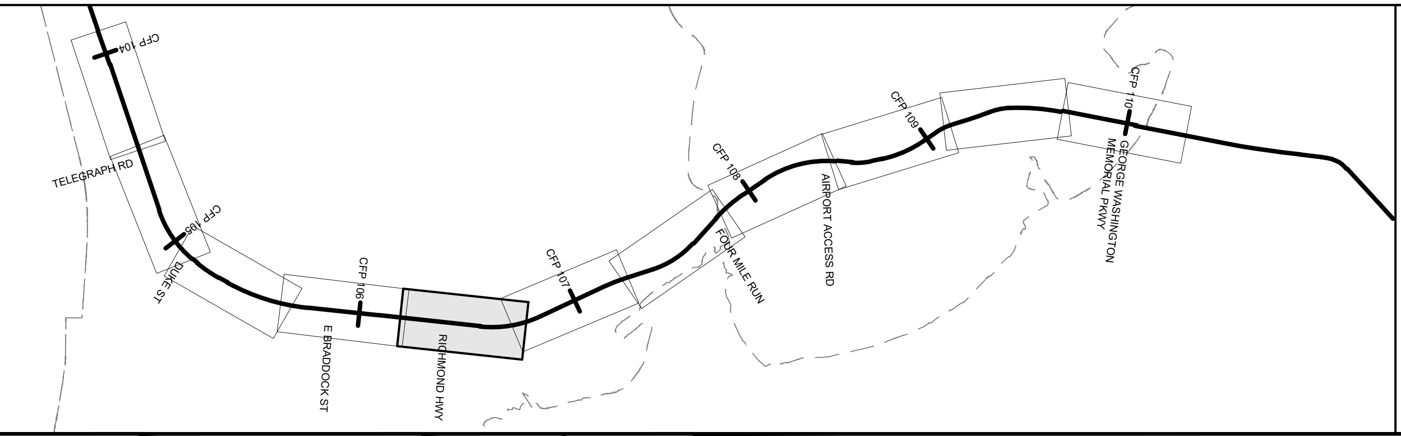
Mar, 16 2021 08:24 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_XS–Rollplot–Layout.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

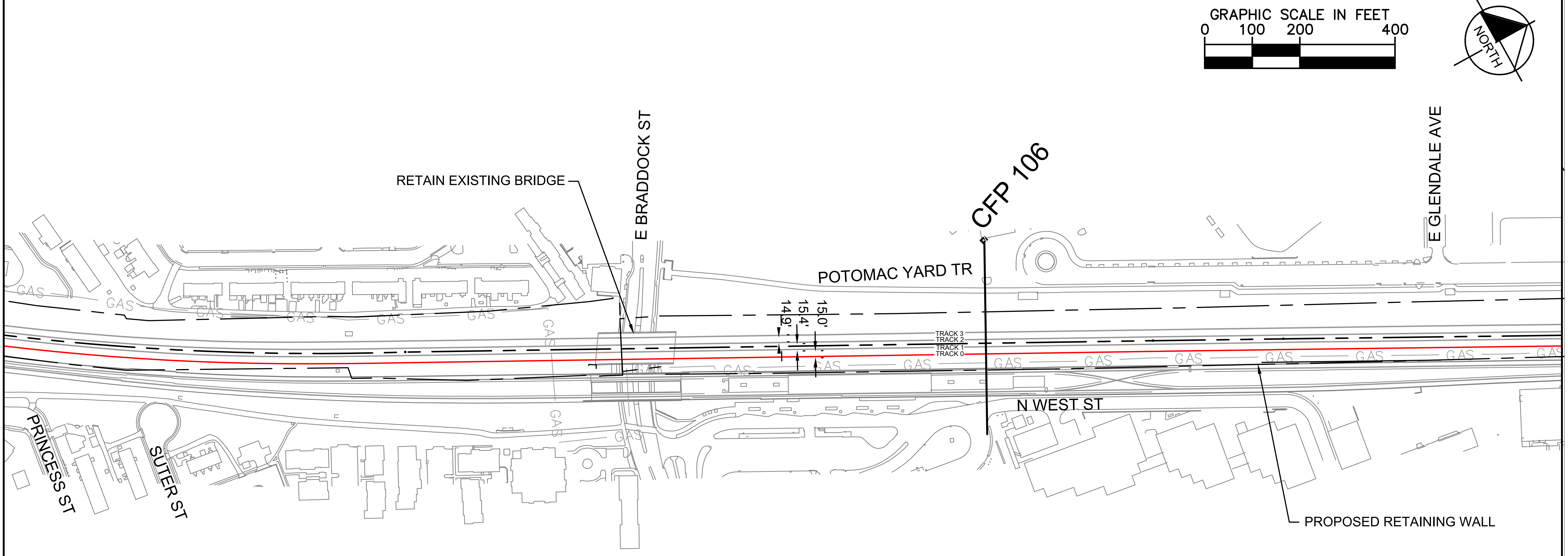
CSXT VAL MAP:V28597

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-013
OF
EV-283

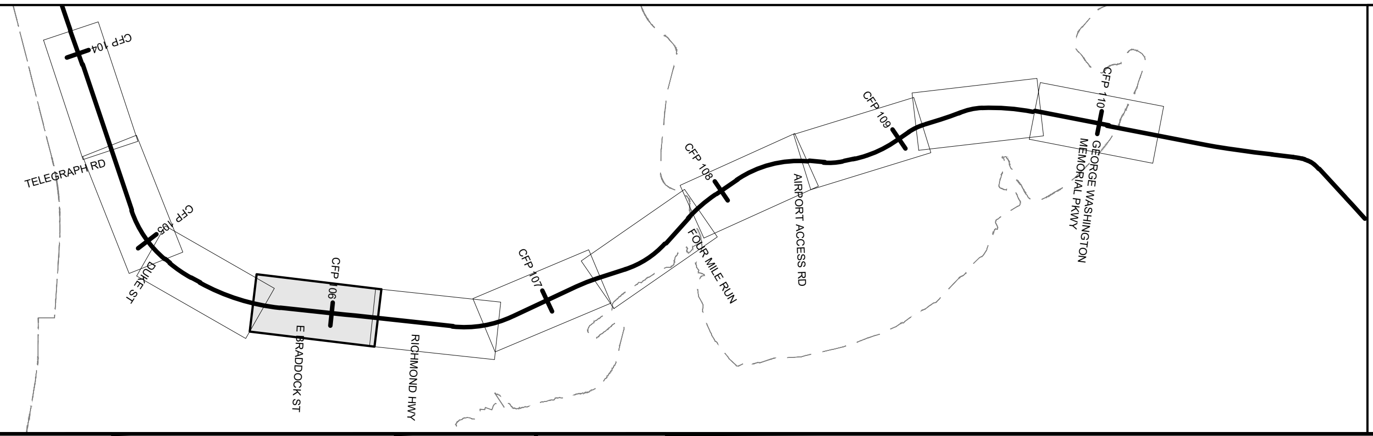
Mar. 16 2021 08:24 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Railplot-Layout.dwg By: SydneyGravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

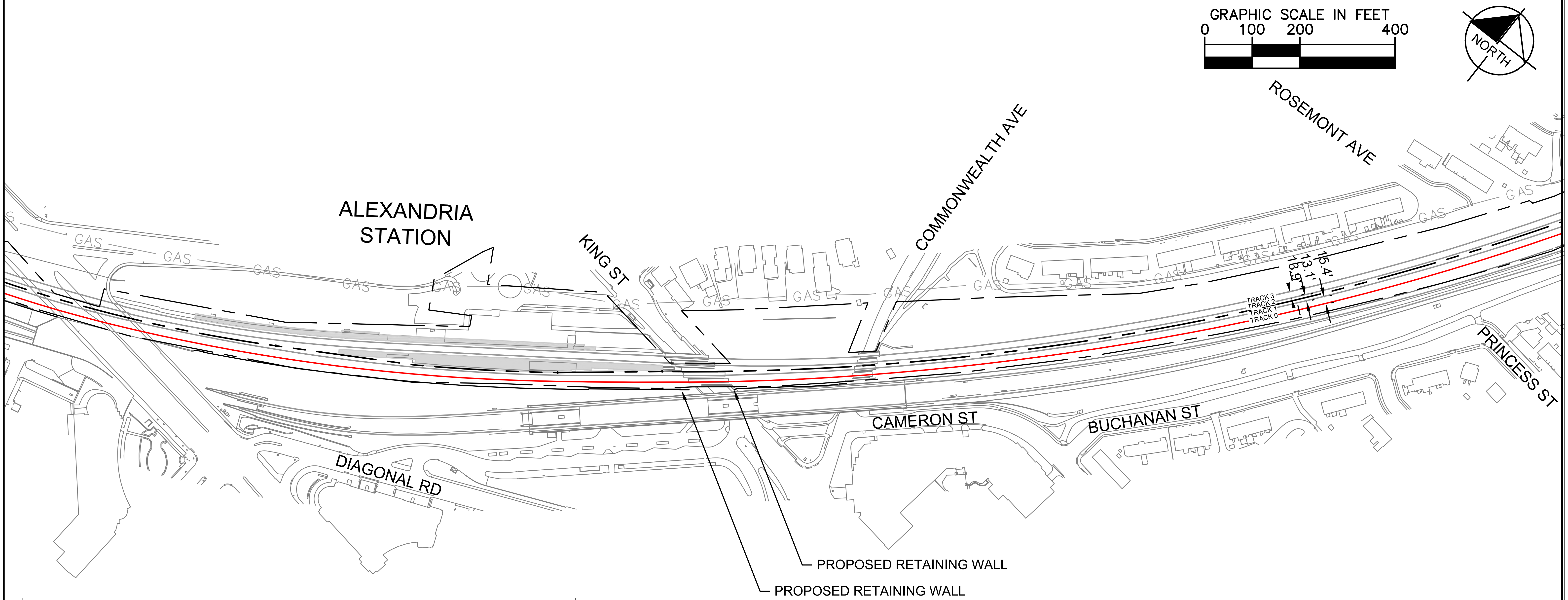
CSXT VAL MAP:V28594

DATE: 3/16/2021

SHEET
EV-014
OF
EV-283

Mar, 16 2021 08:24 am K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Rollplot-Layout.dwg By: Sydney.Gravitt

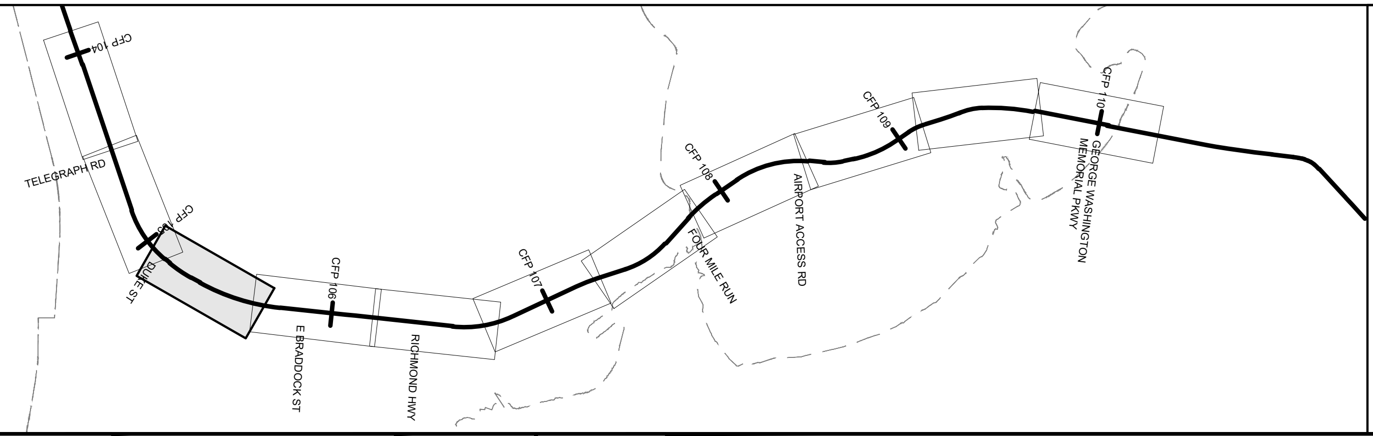
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

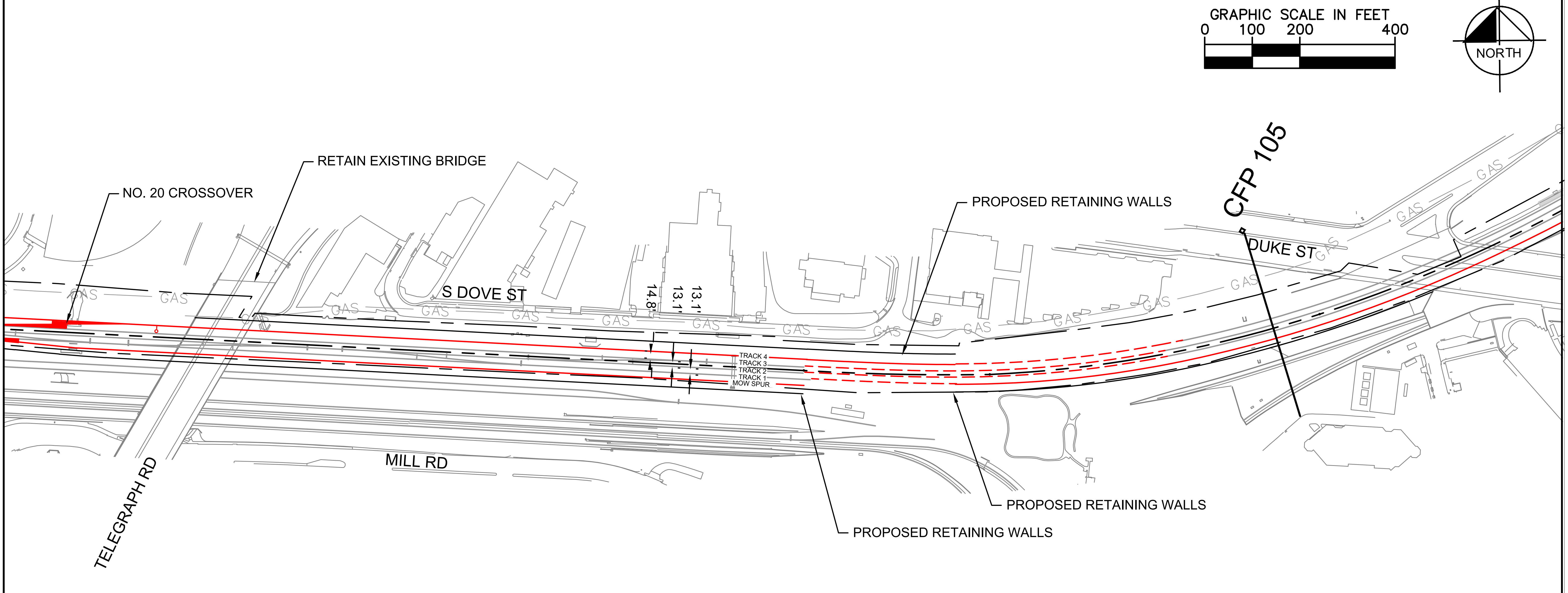
CSXT VAL MAP:V28594

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-015
OF
EV-283

Mar. 18 2021 08:24 am K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_cS-Rollplot-Layout.dwg By: SydneyDevitt



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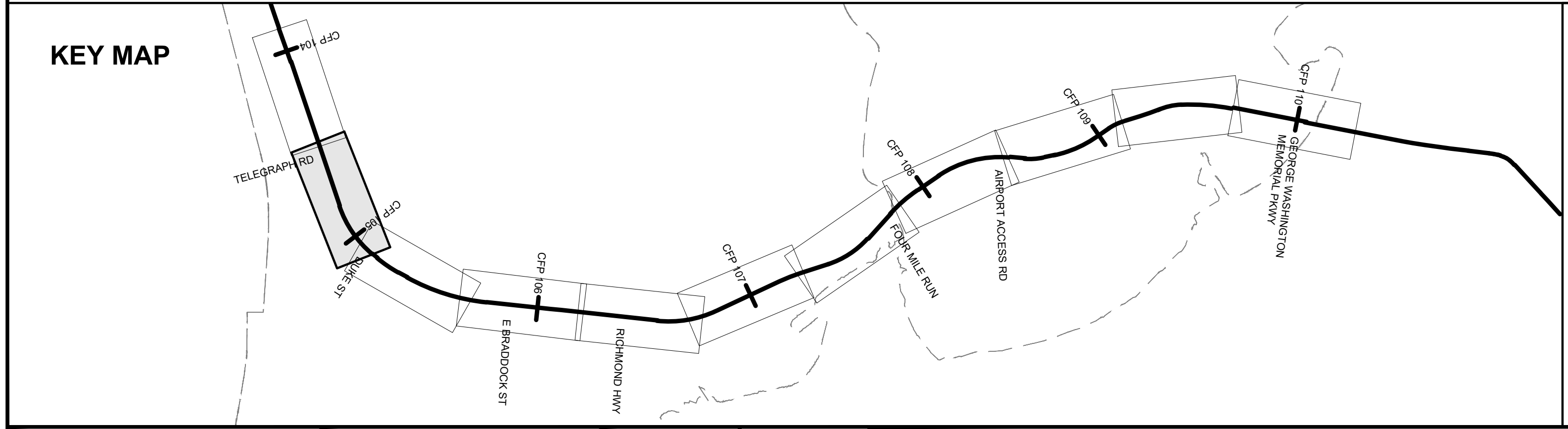
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28594

DATE: 3/16/2021

Kimley»Horn

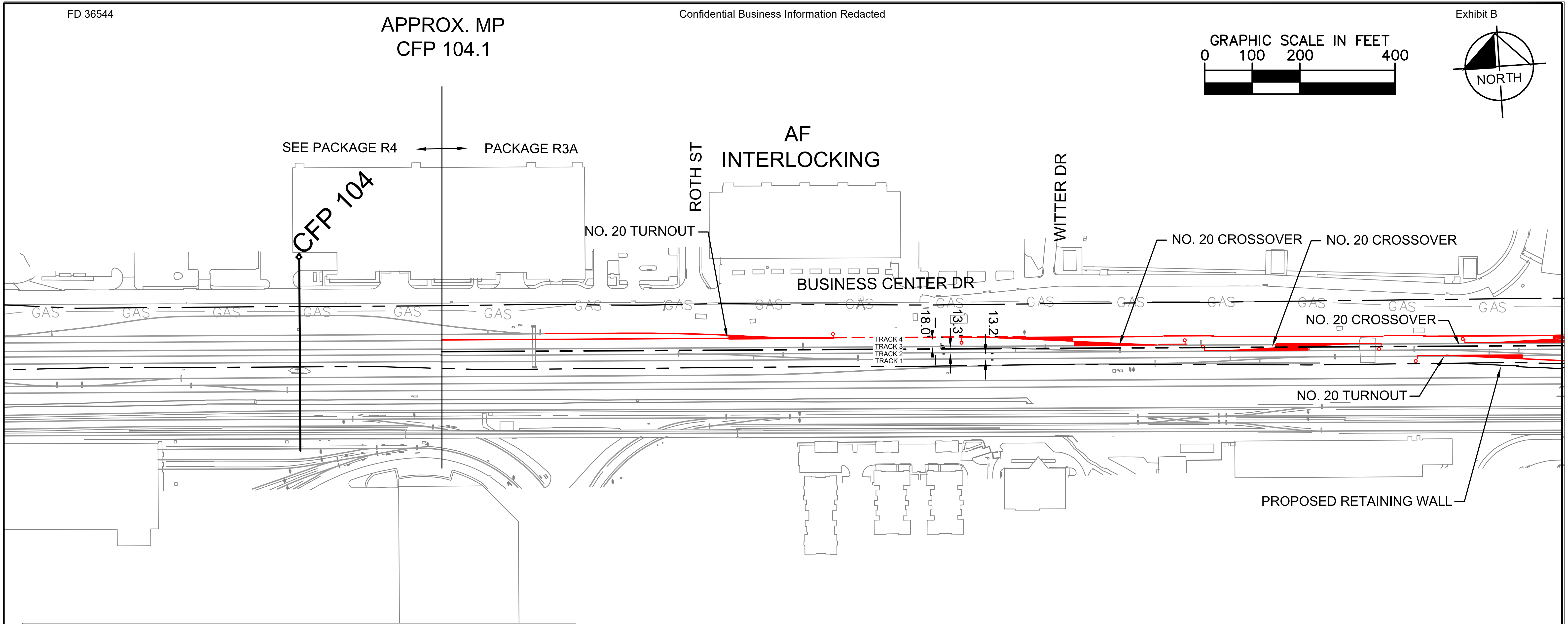
SHEET
EV-016
OF
EV-283

Mar, 16 2021 08:24 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_XS-Rollplot-Layout.dwg By: SydneyGravitt

FD 36544

Confidential Business Information Redacted

Exhibit B



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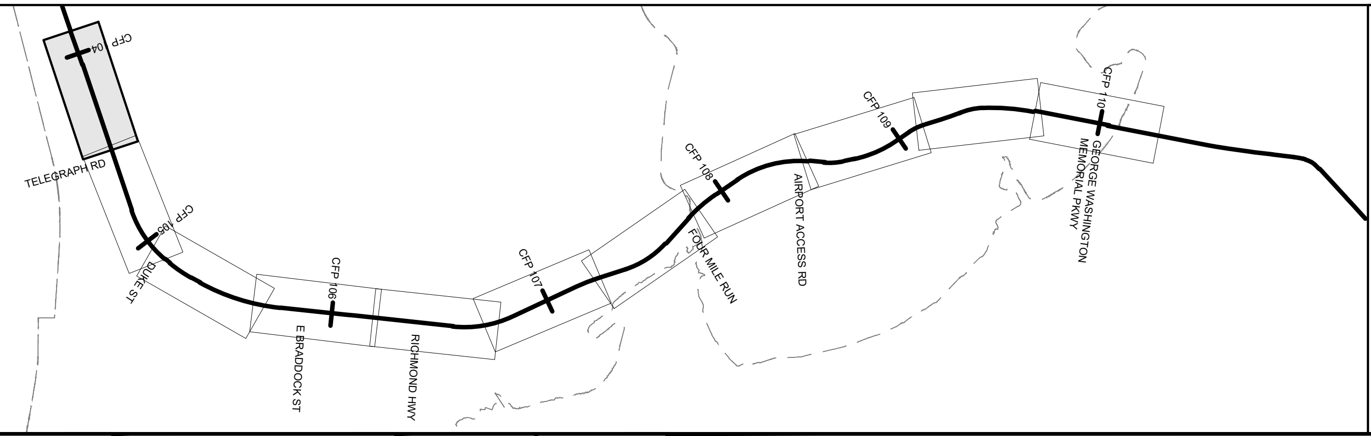
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
——	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
—— - ——	CSXT ROW		

JURISDICTION: City of Alexandria

ENHANCED VAL MAP - DESIGN

R3A - ALEXANDRIA FOURTH TRACK

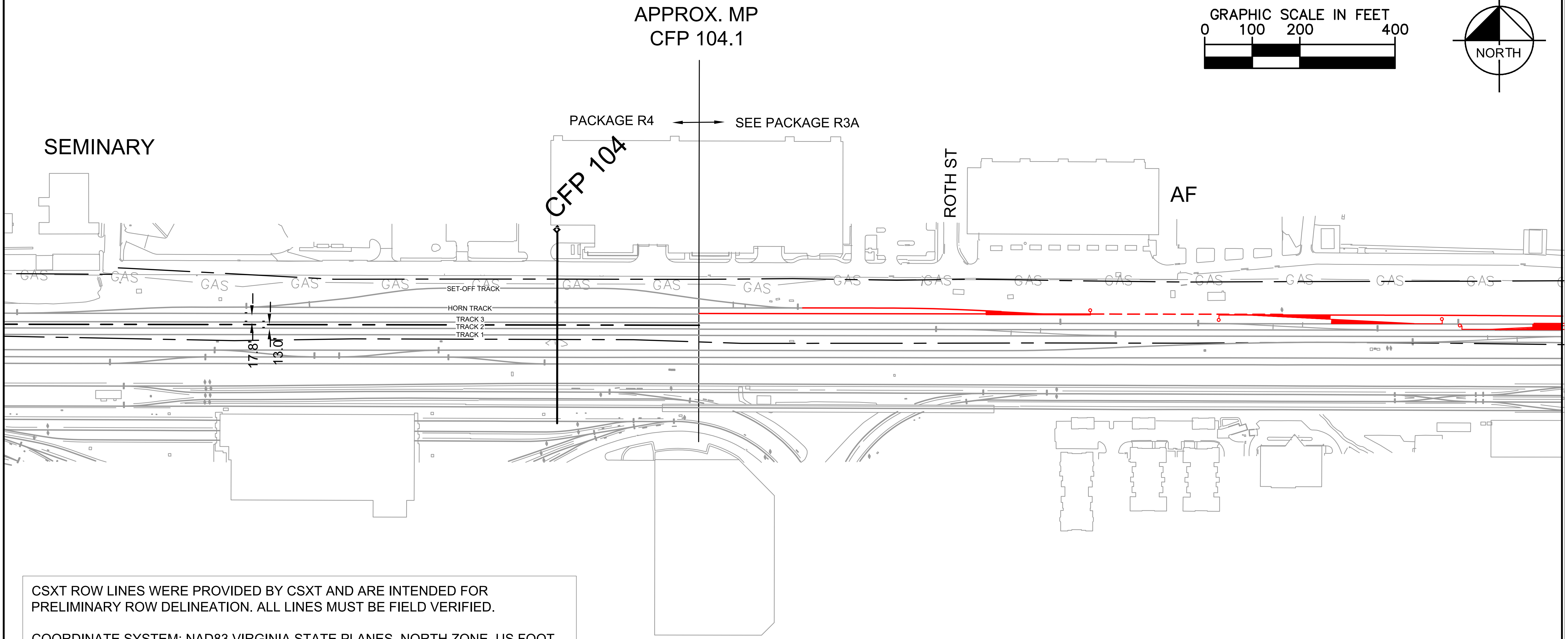
CSXT VAL MAP:V28594

DATE: 3/16/2021

SHEET
EV-017
OF
EV-283

Mar, 16 2021 08:24 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Rollplot-Layout.dwg By: SydneyGravitt

Exhibit B



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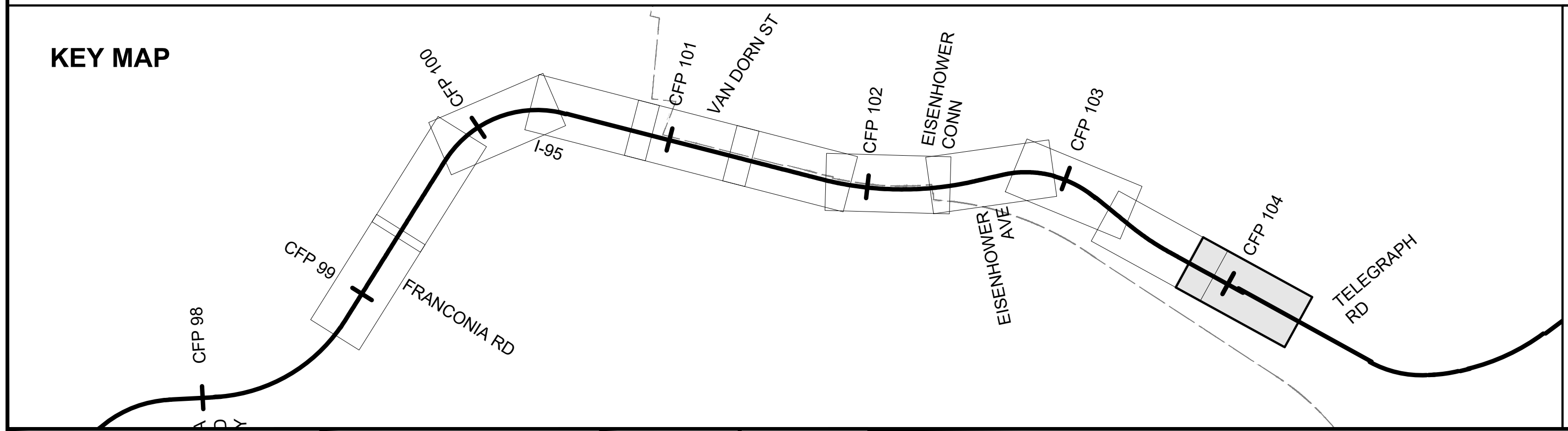
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

CSXT VAL MAP:V28701

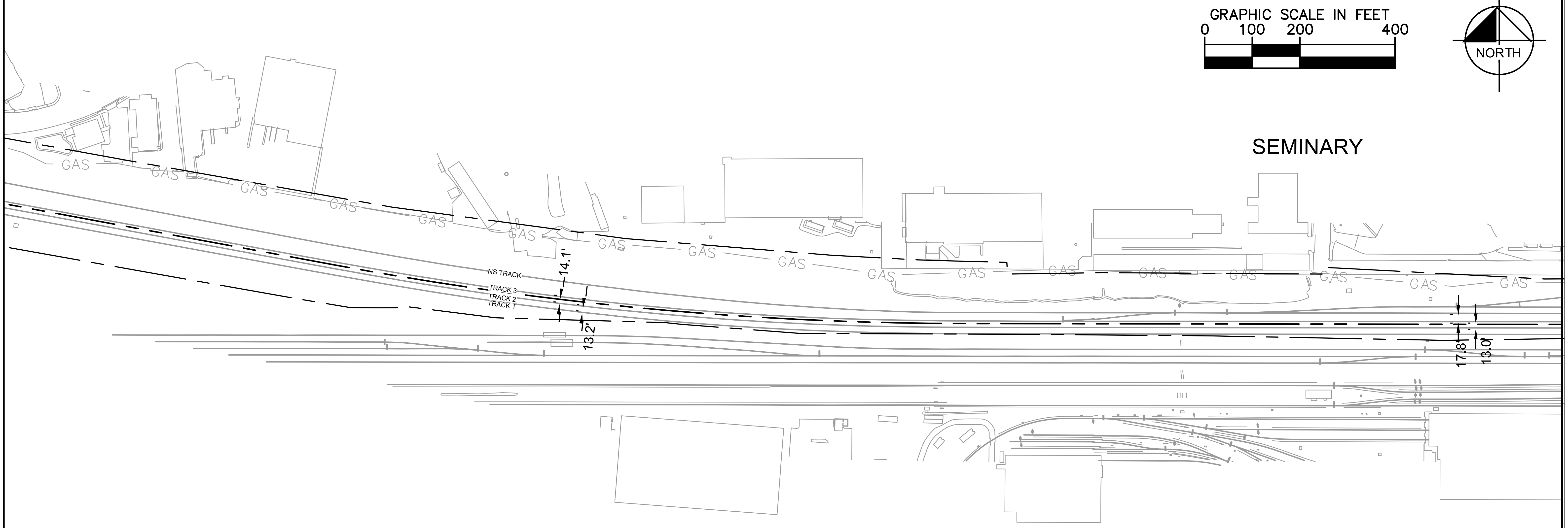
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-018
OF
EV-283

Mar, 16 2021 08:30 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Design-Layout.dwg By: SydneyGravitt

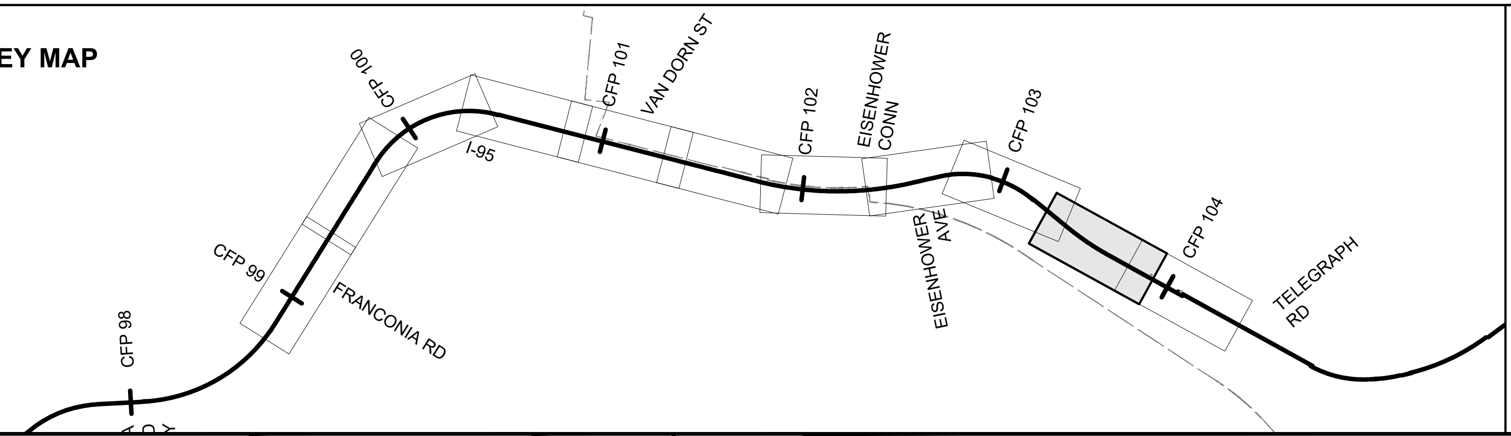
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

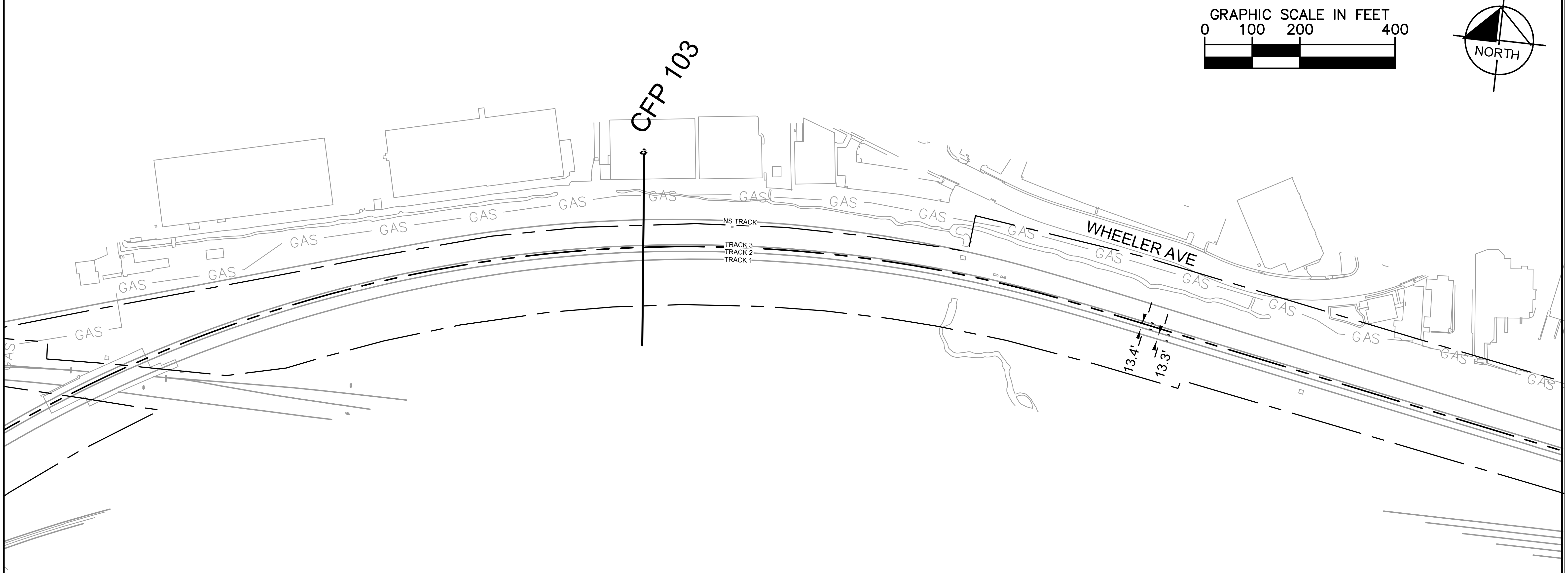
CSXT VAL MAP:V28701

DATE: 3/16/2021

SHEET
EV-019
OF
EV-283

Mar, 16 2021 08:30 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Design-Layout.dwg By: SydneyGravitt

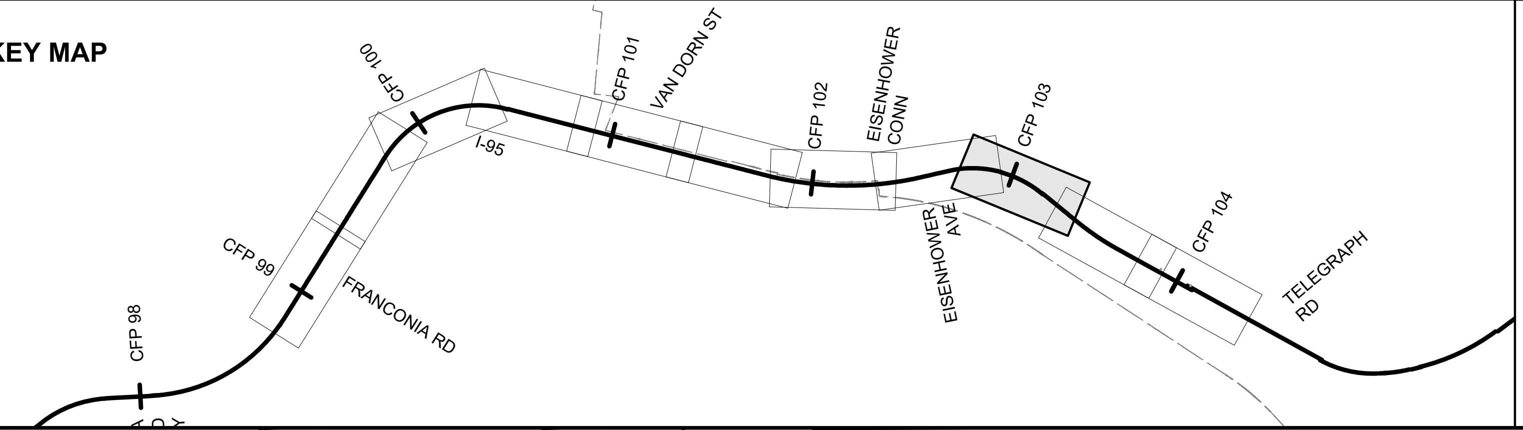
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
─ - ─	CSXT ROW
─ - - ─	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

CSXT VAL MAP:V28701

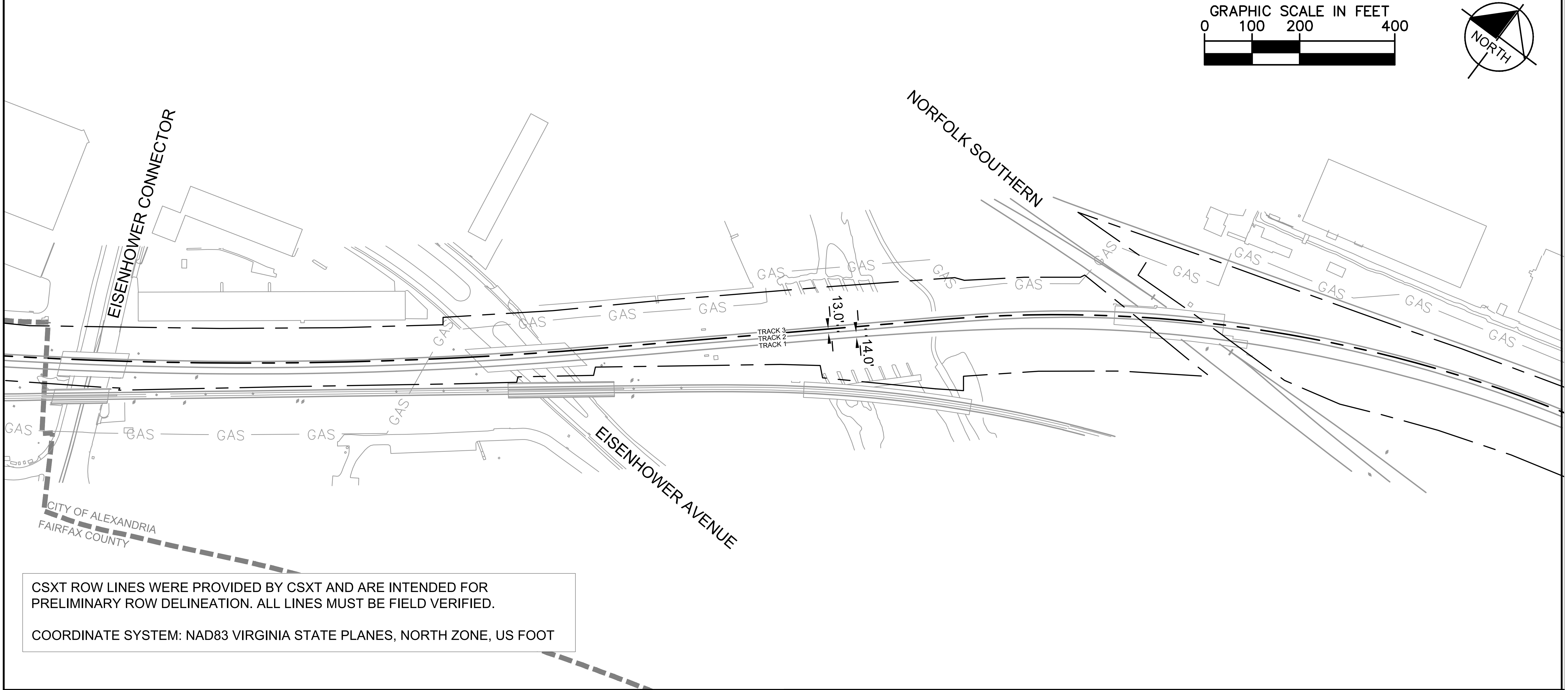
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-020
OF
EV-283

Mar, 16 2021 08:30 am K:\WVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Design-Layout.dwg By: SydneyGravitt

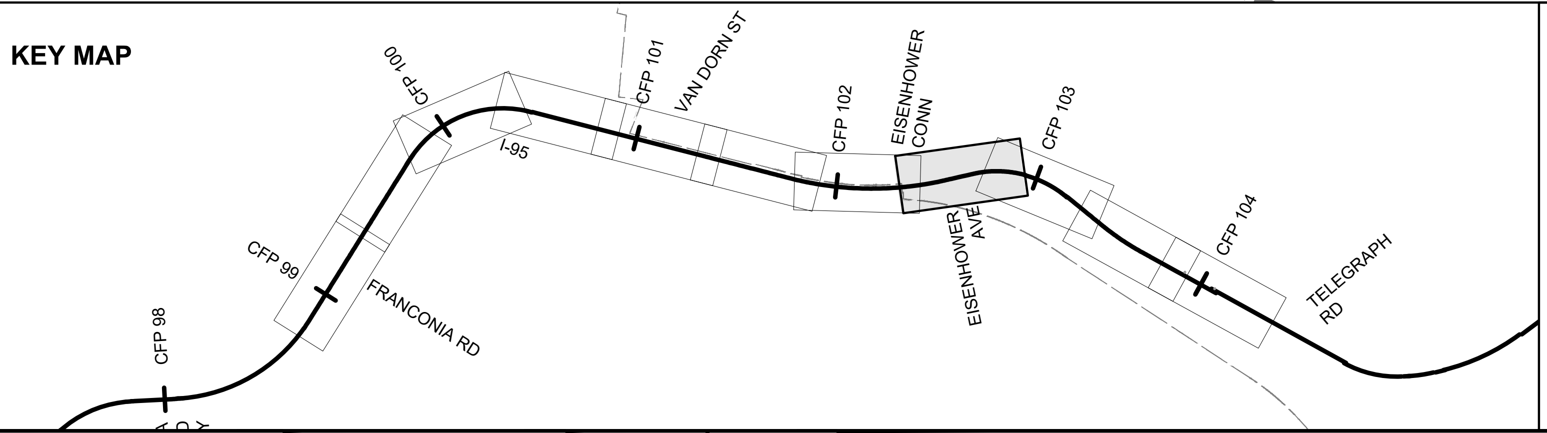
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

ENHANCED VAL MAP - DESIGN

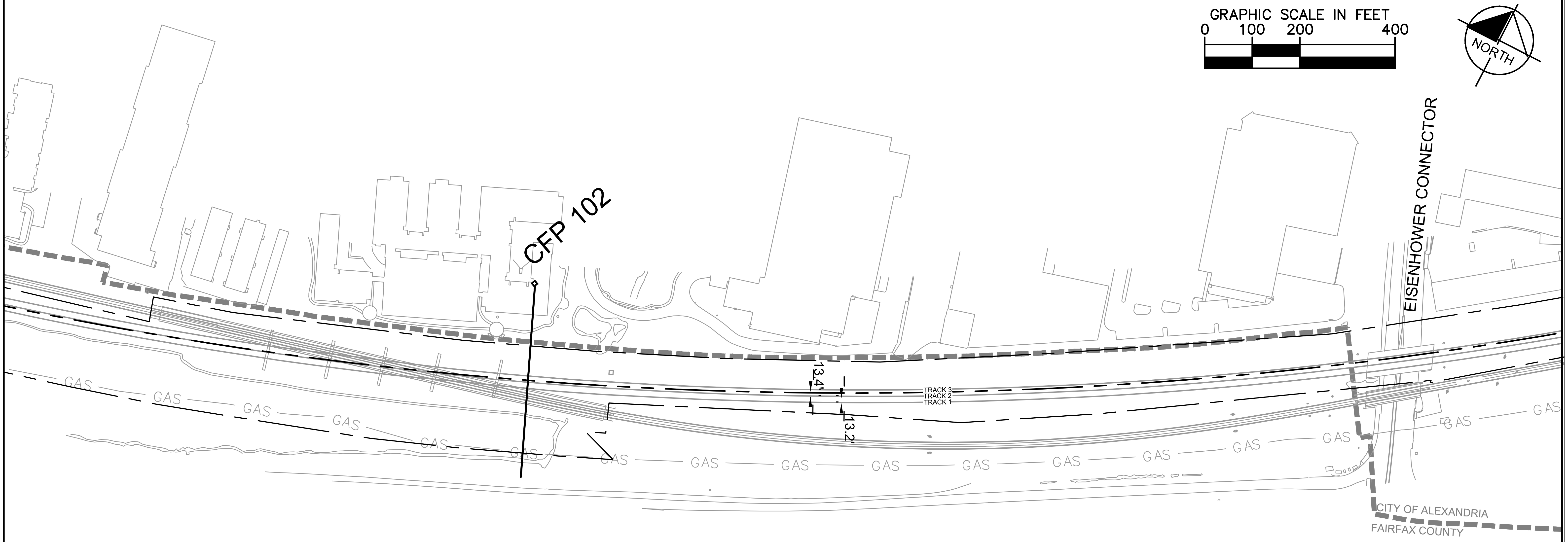
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28701

DATE: 3/16/2021

SHEET
EV-021
OF
EV-283

Mar, 16 2021 08:30 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Design-Layout.dwg By: SydneyGravitt



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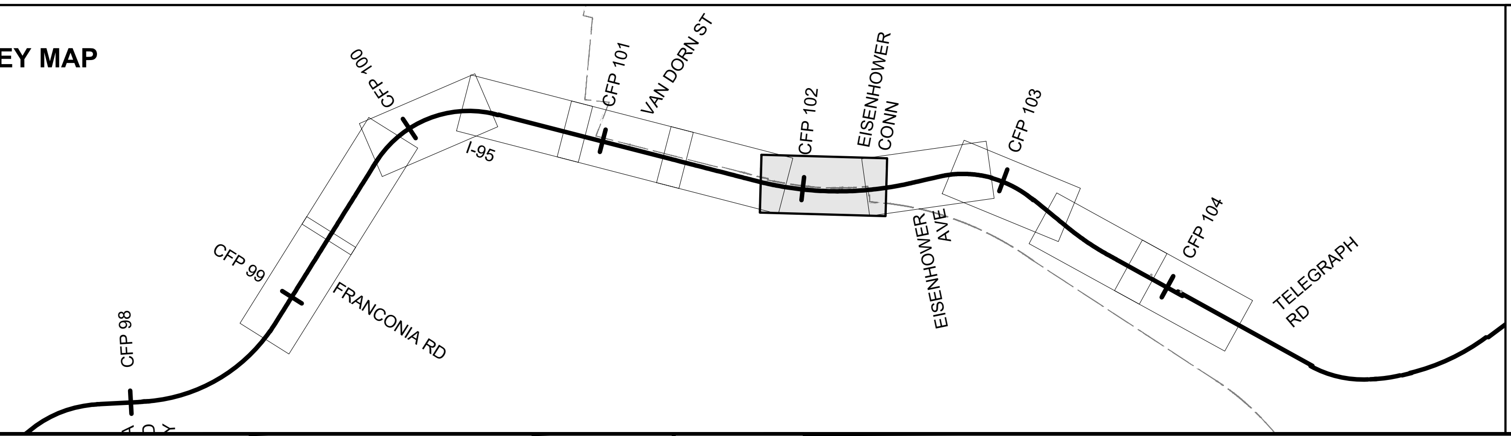
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria

ENHANCED VAL MAP - DESIGN

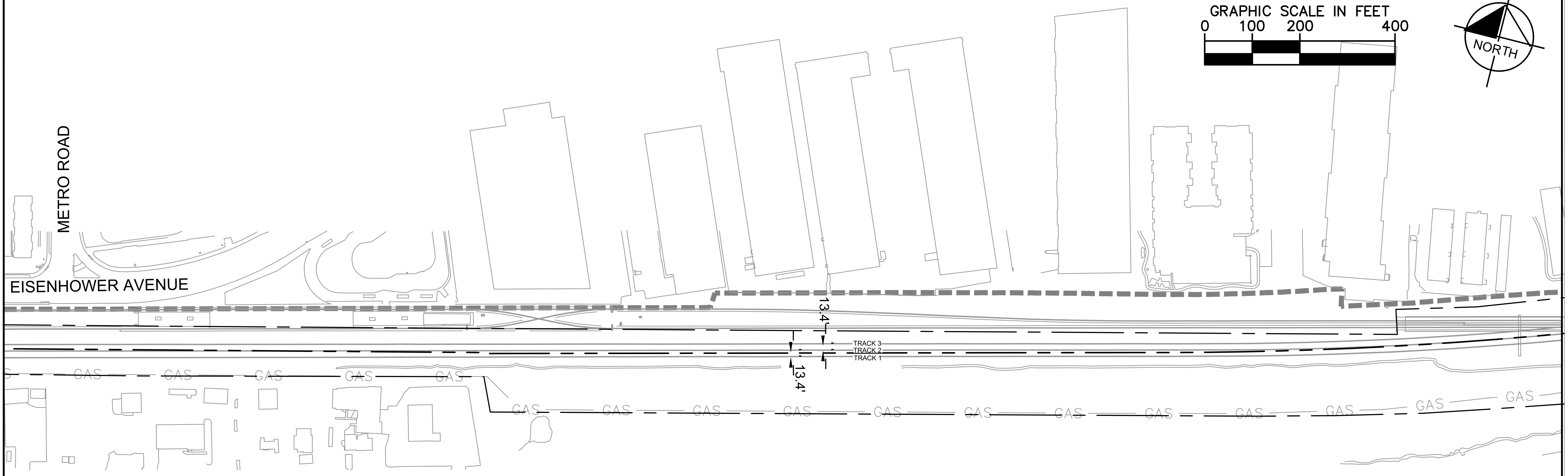
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28701

DATE: 3/16/2021

SHEET
EV-022
OF
EV-283

Mar, 16 2021 08:30 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Design-Layout.dwg By: SydneyGravitt



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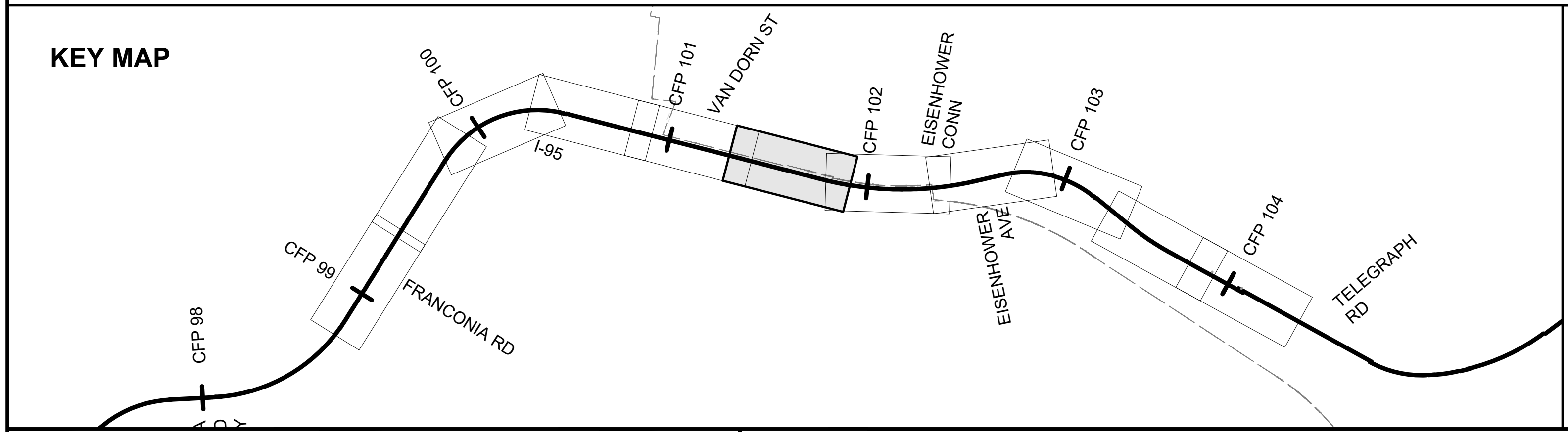
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria/Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

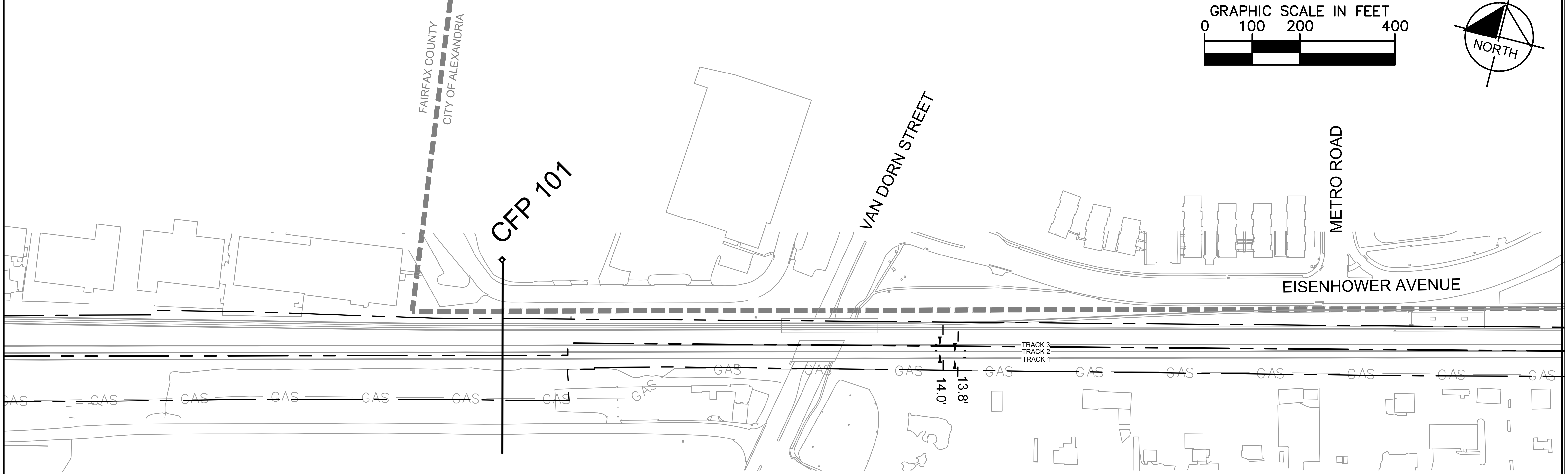
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28700

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-023
OF
EV-283



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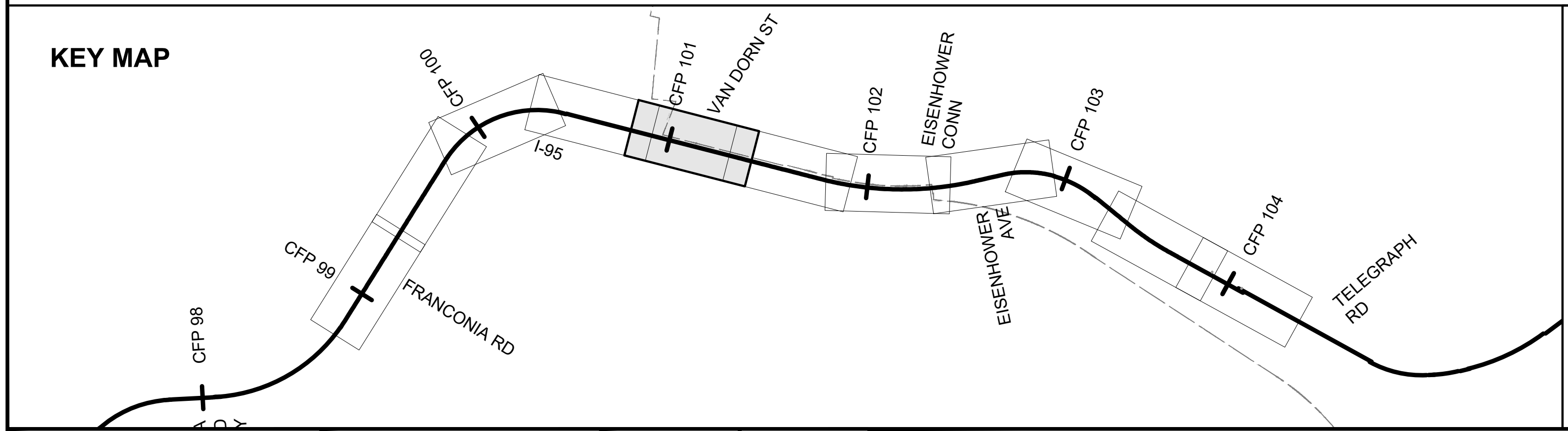
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria/Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

CSXT VAL MAP:V28700

DATE: 3/16/2021

Kimley»Horn

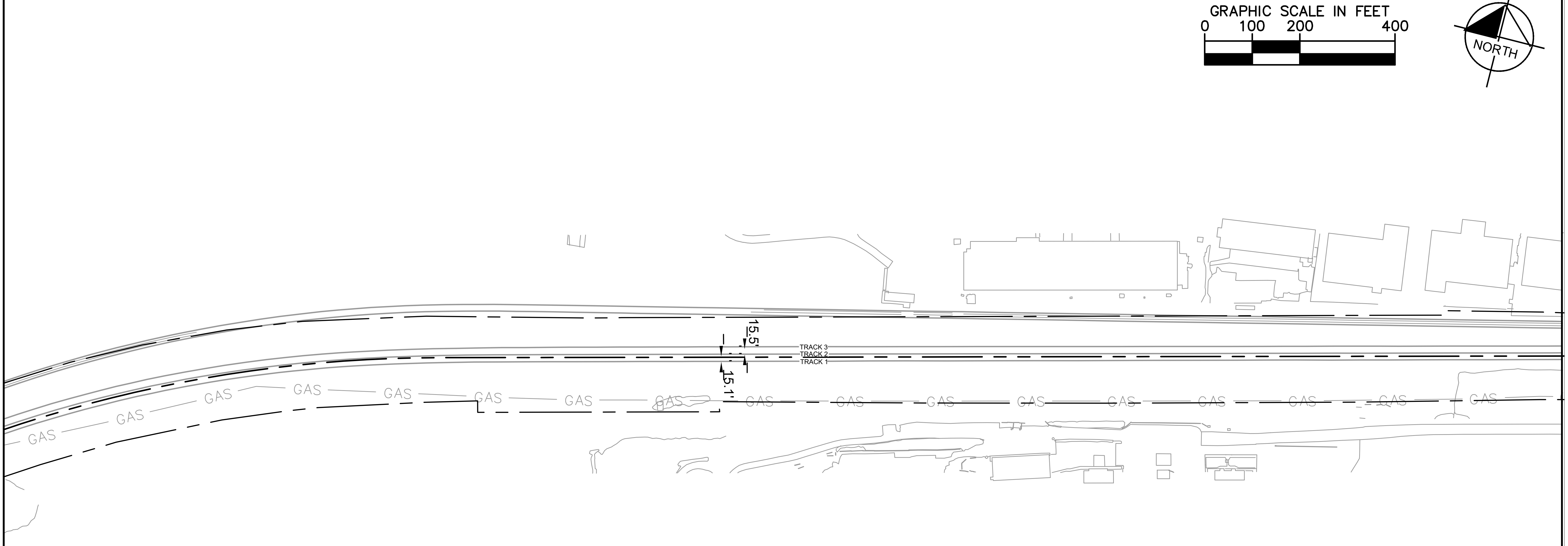
SHEET
EV-024
OF
EV-283

Mar. 16 2021 08:30 am K:\VWA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4–JS–Design–Layout.dwg By: SydneyGravitt

FD 36544

Confidential Business Information Redacted

Exhibit B



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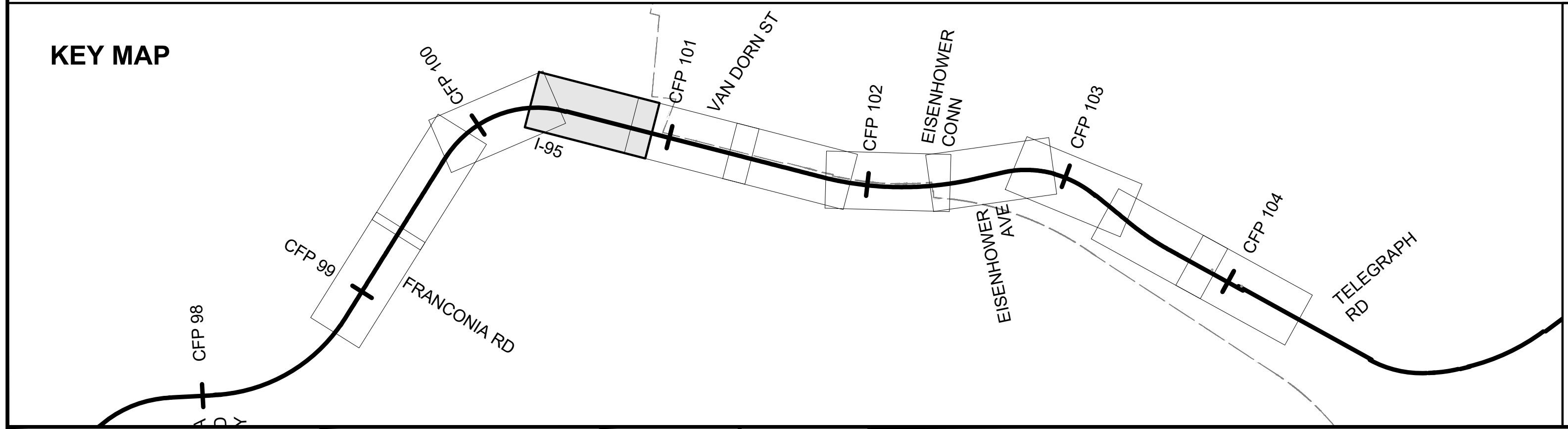
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria/Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

CSXT VAL MAP:V28700

DATE: 3/16/2021

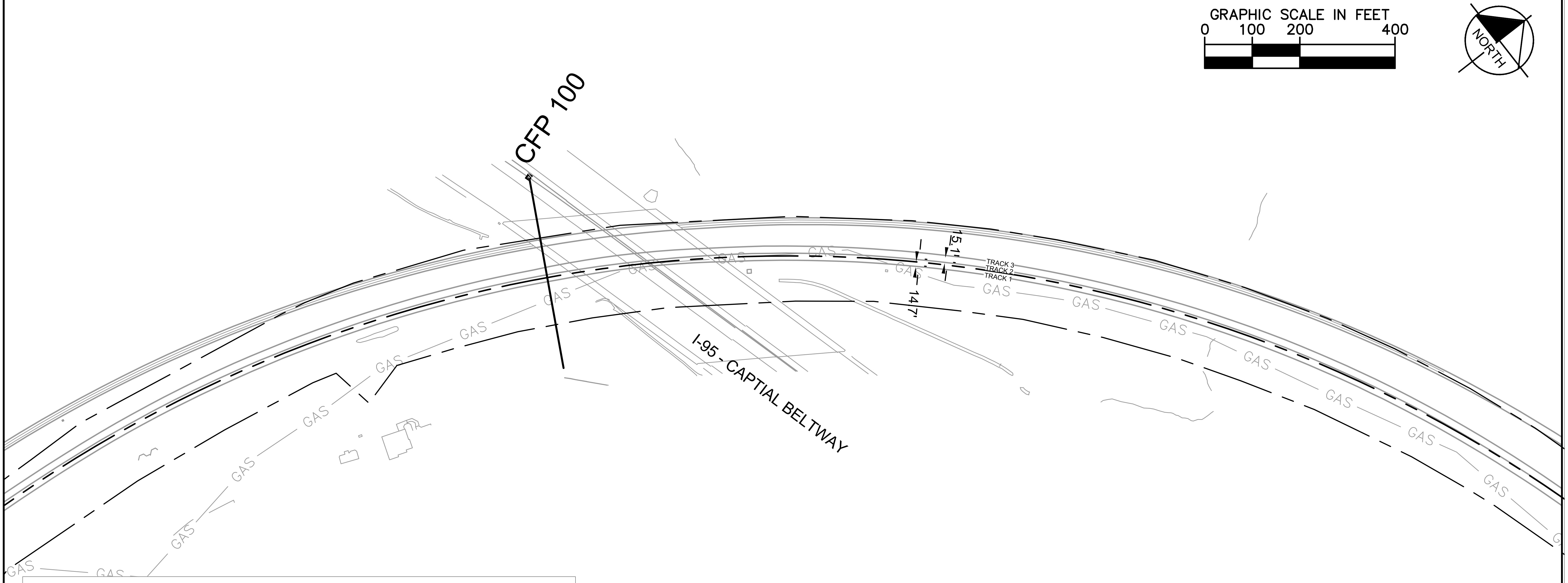
Kimley»Horn

SHEET
EV-025
OF
EV-283

Mar, 16 2021 08:30 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Design-Layout.dwg By: SydneyGravitt

Confidential Business Information Redacted

Exhibit B



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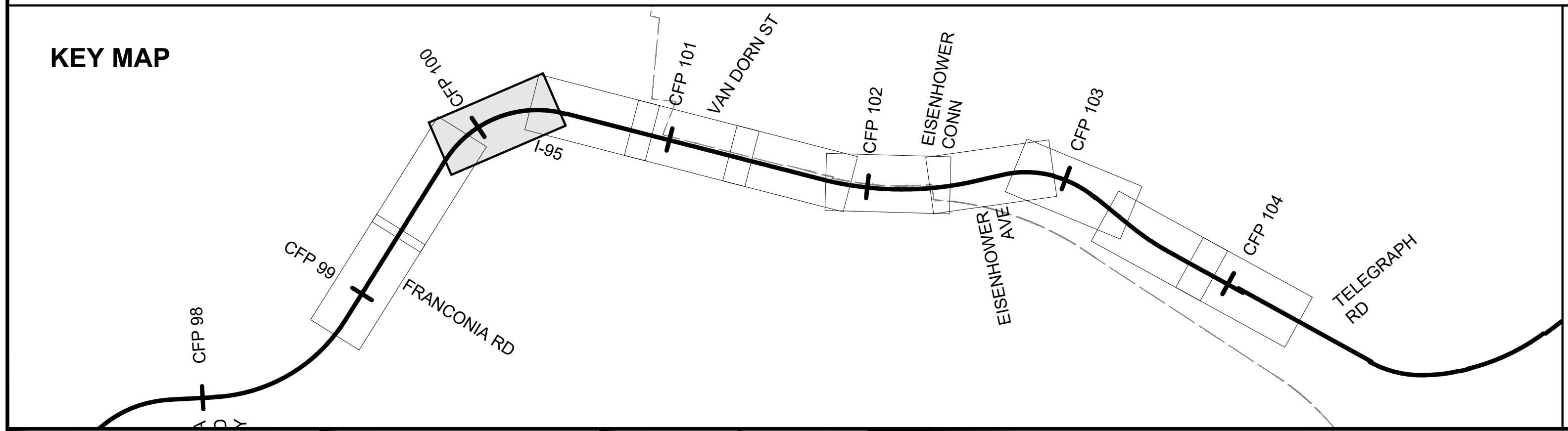
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Alexandria/Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

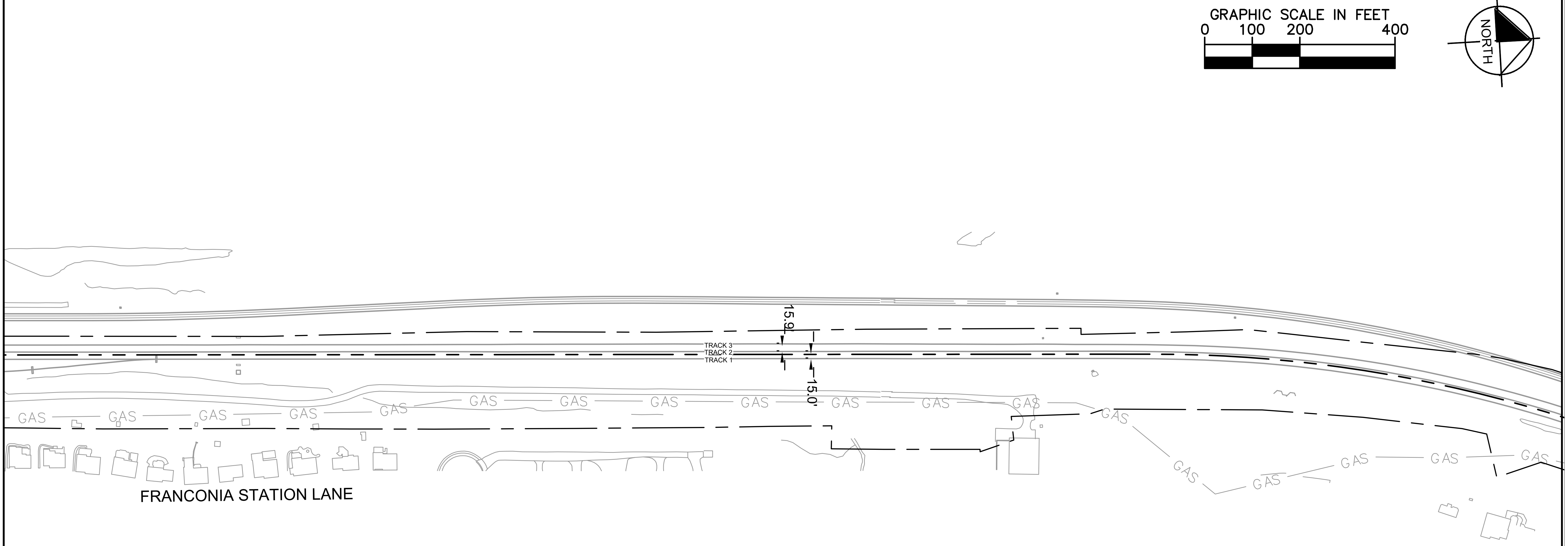
CSXT VAL MAP:V28700

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-026
OF
EV-283

Mar. 16 2021 08:30 am K:\VIA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-JS-Design-Layout.dwg By: SydneyGravitt



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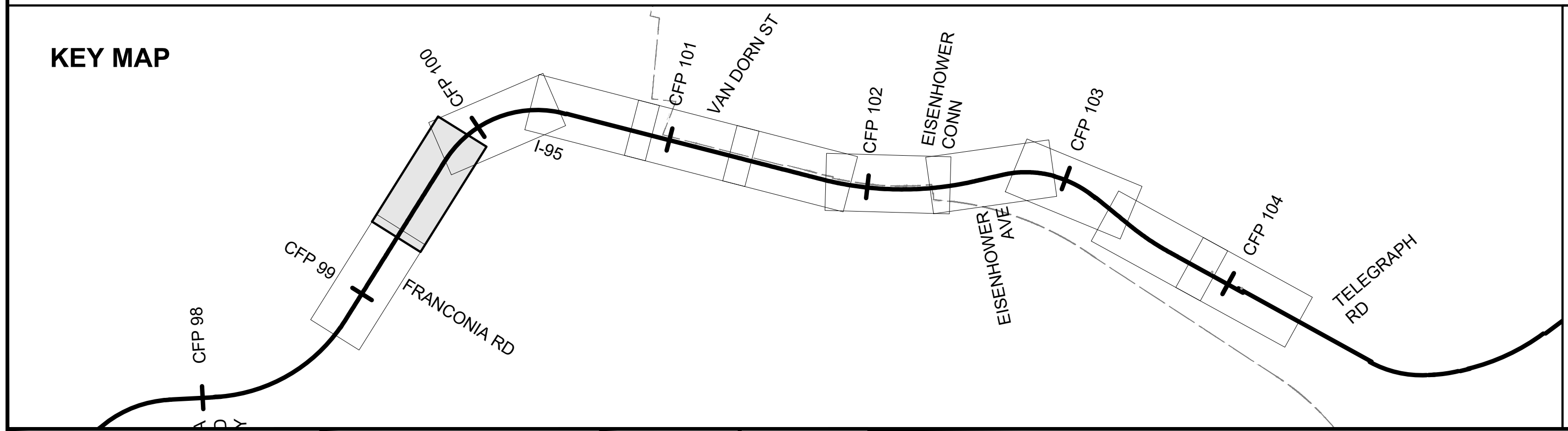
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

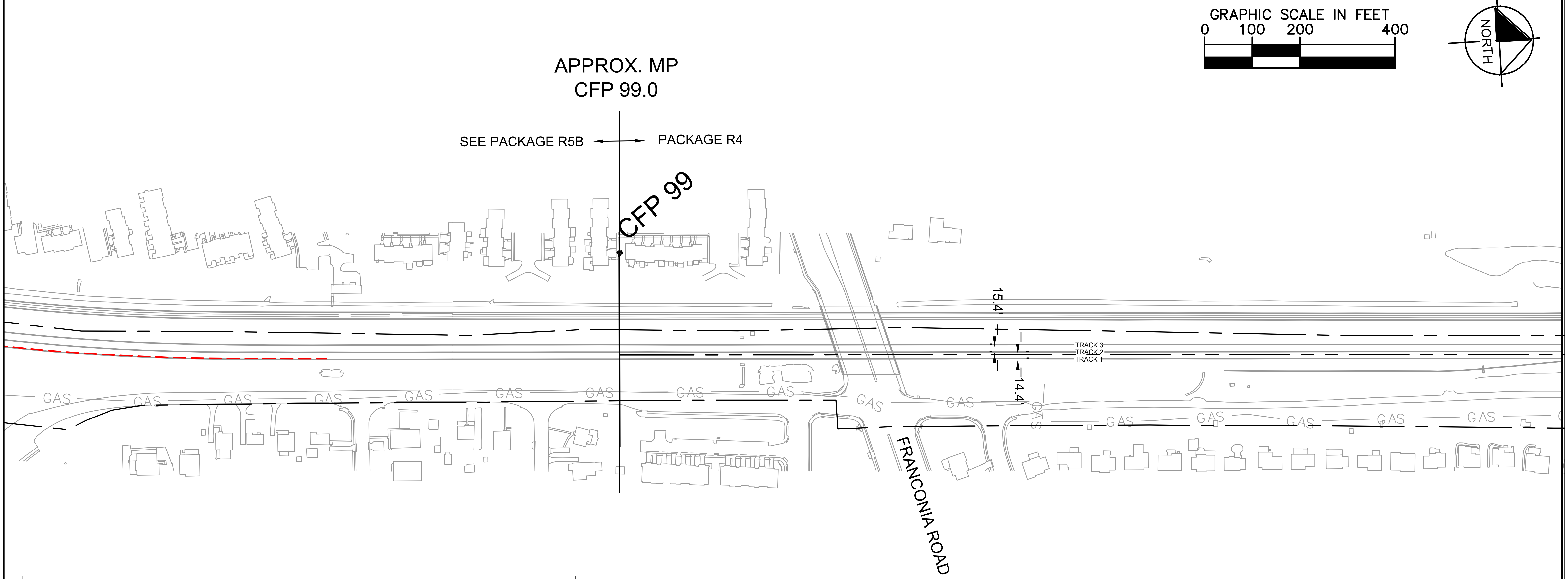
CSXT VAL MAP:V28699

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-027
OF
EV-283

Mar. 16 2021 08:30 am K:\WVA_Transit\113262000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4--S-Design-Layout.dwg By: SydneyGravitt



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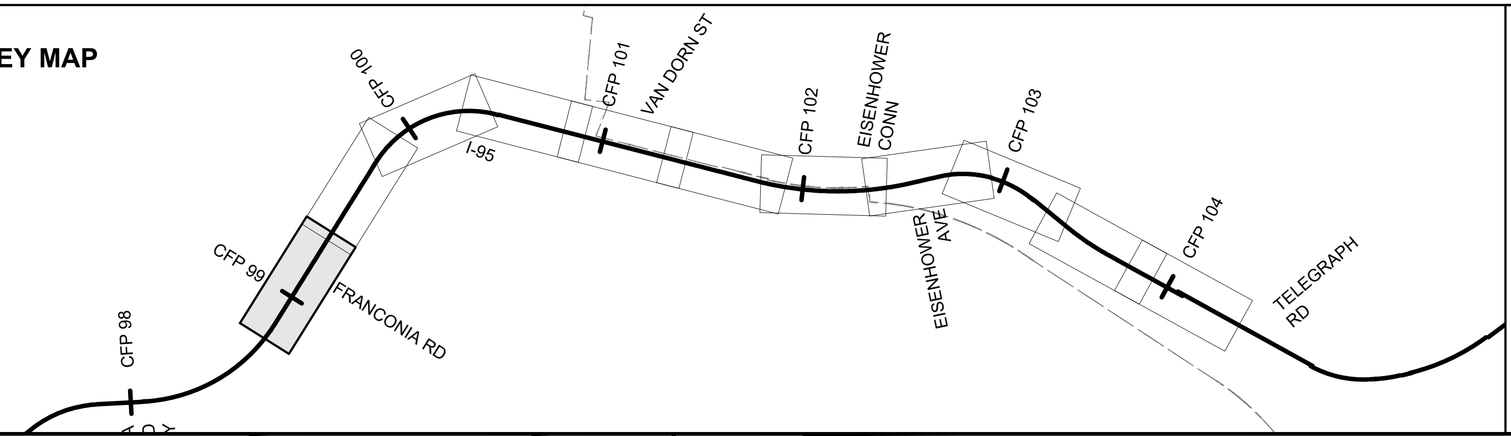
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R4 - AF TO FRANCONIA

CSXT VAL MAP:V28699

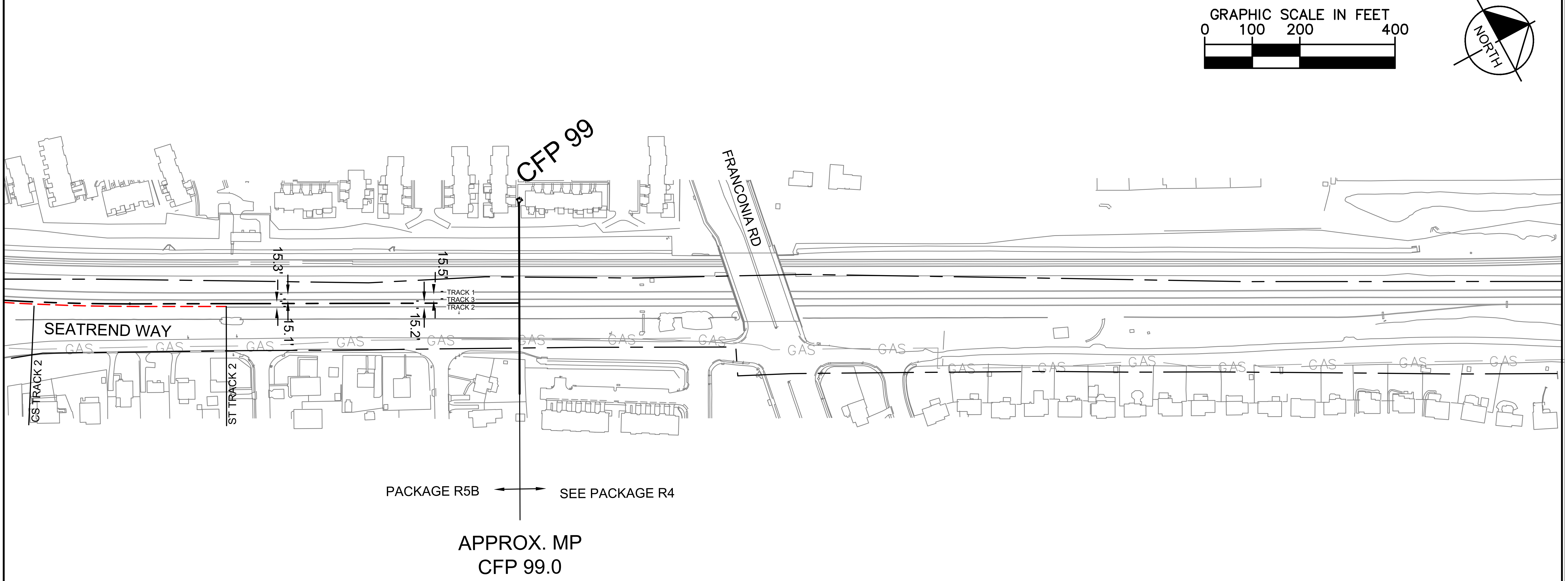
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-028
OF
EV-283

Mar, 16 2021 08:30 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Design-Layout.dwg By: SydneyGravitt

Exhibit B



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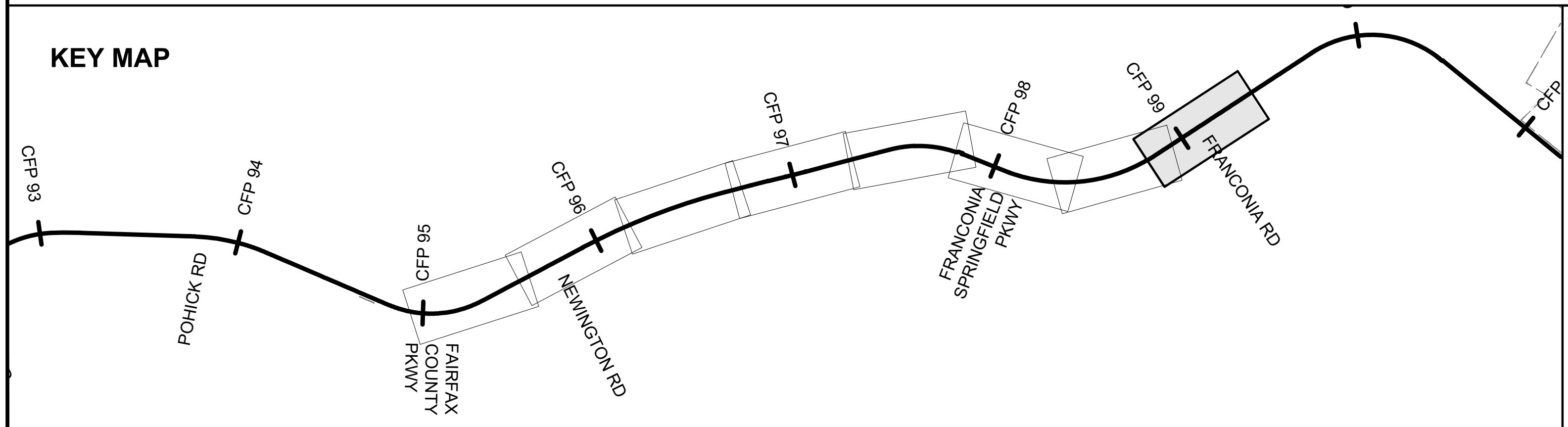
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

ENHANCED VAL MAP - DESIGN

R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28699

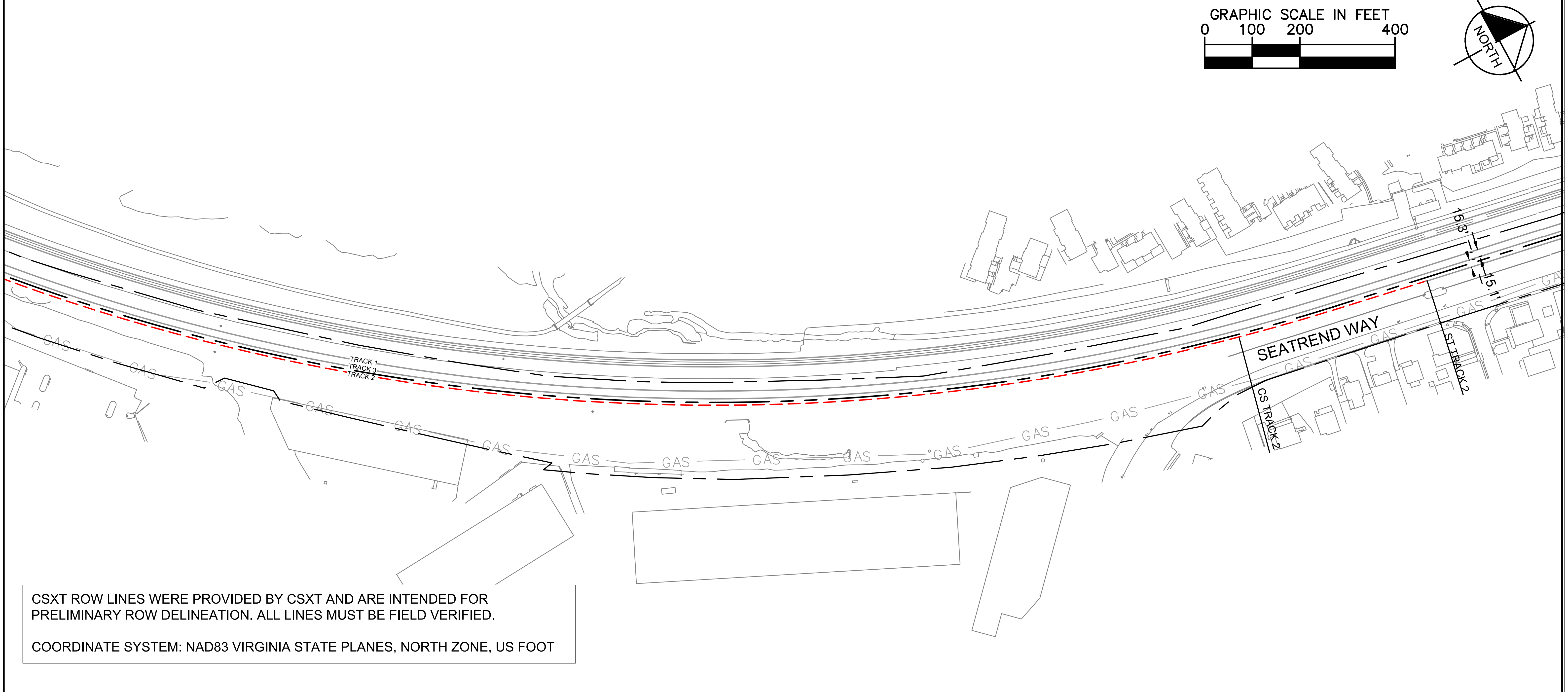
DATE: 3/16/2021

SHEET
EV-029
OF
EV-283

FD 36544

Confidential Business Information Redacted

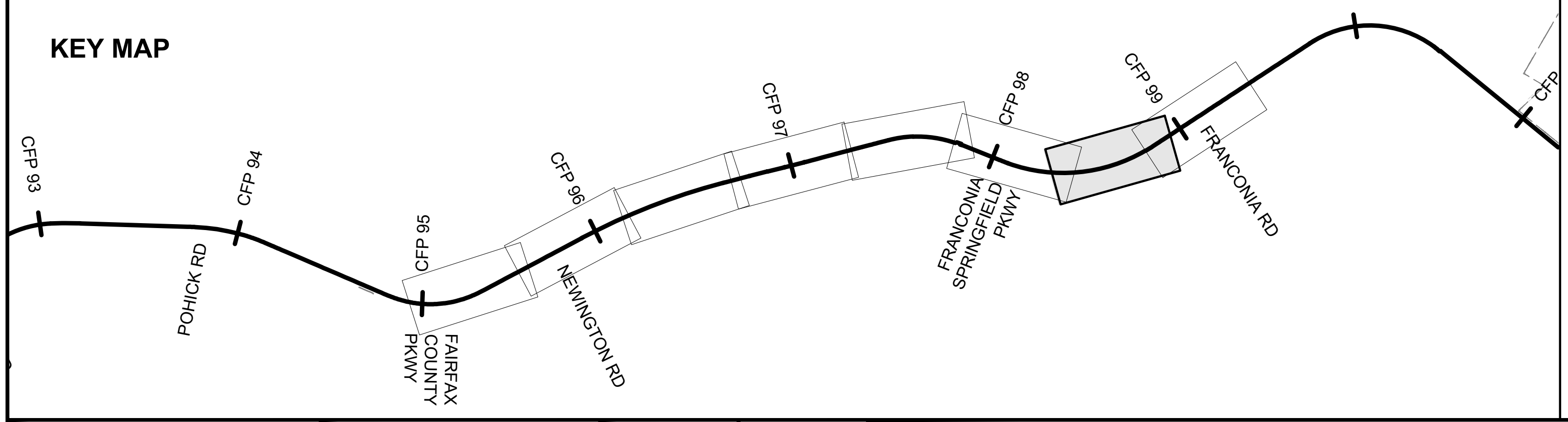
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

ENHANCED VAL MAP - DESIGN

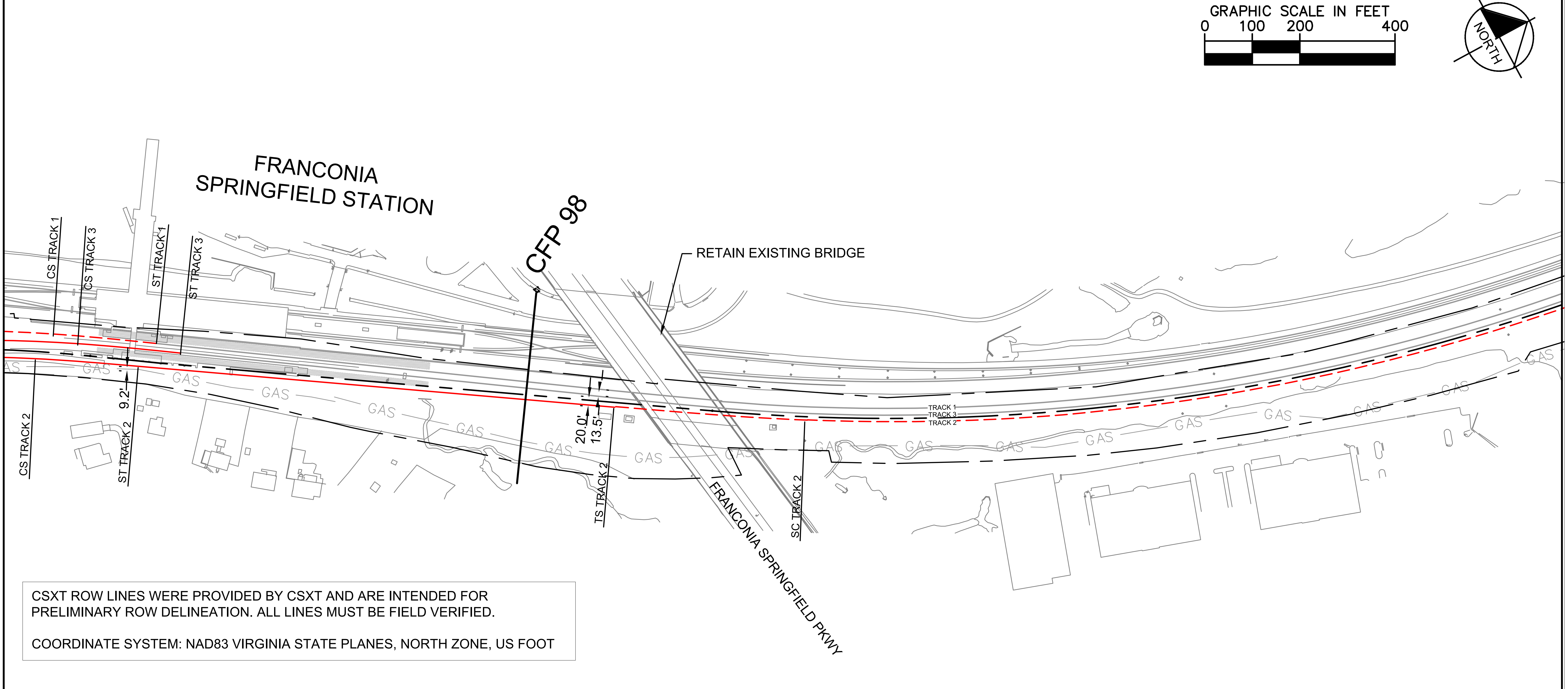
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28699

DATE: 3/16/2021

SHEET
EV-030
OF
EV-283

Mar. 16 2021 08:45 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_xS-Railplot-Layout.dwg By: SydneyGravitt



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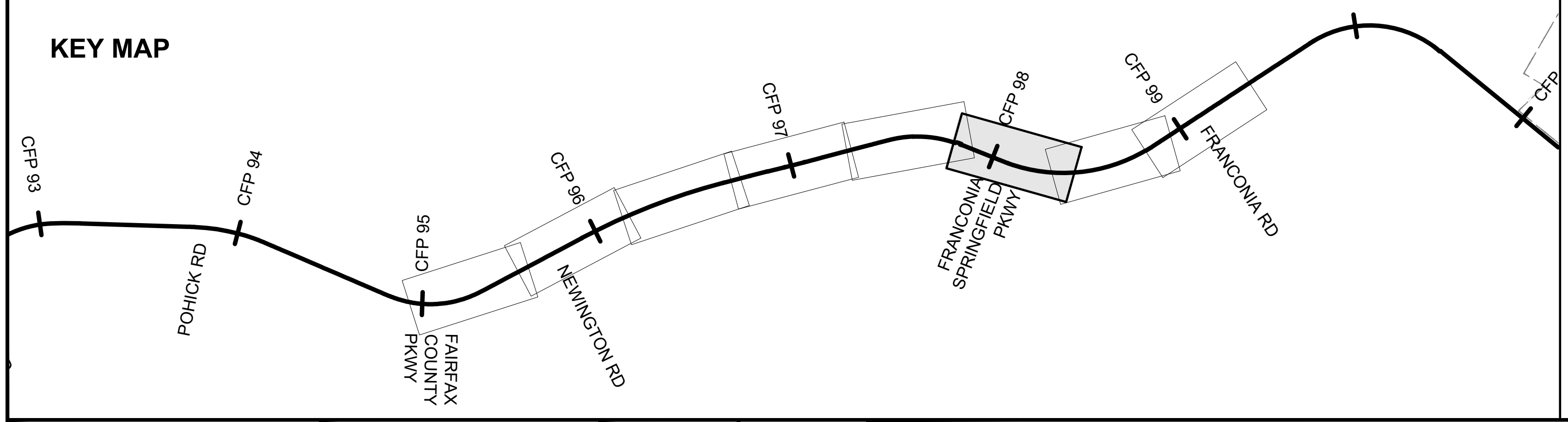
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28699

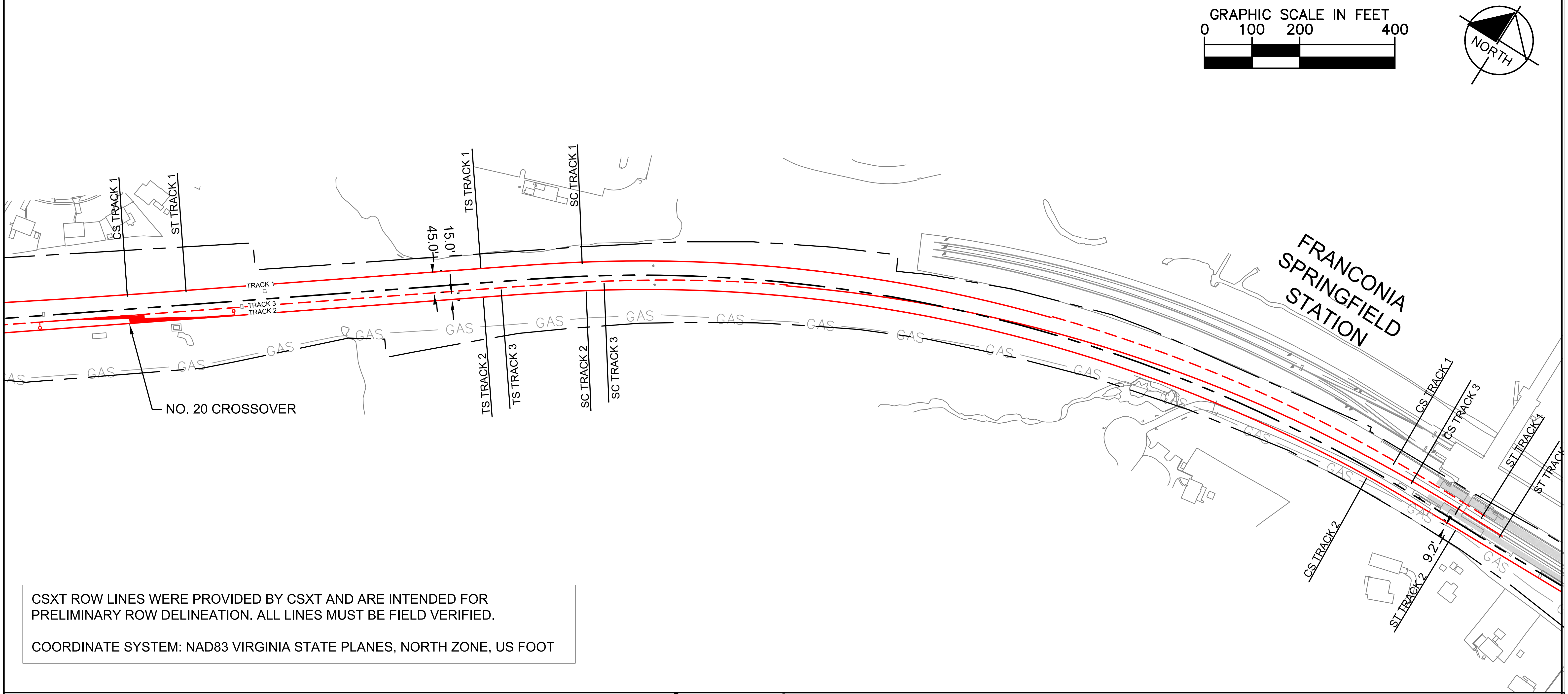
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-031
OF
EV-283

Mar, 16 2021 08:45 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_xS-Rollplot-Layout.dwg By: SydneyGravitt

Exhibit B



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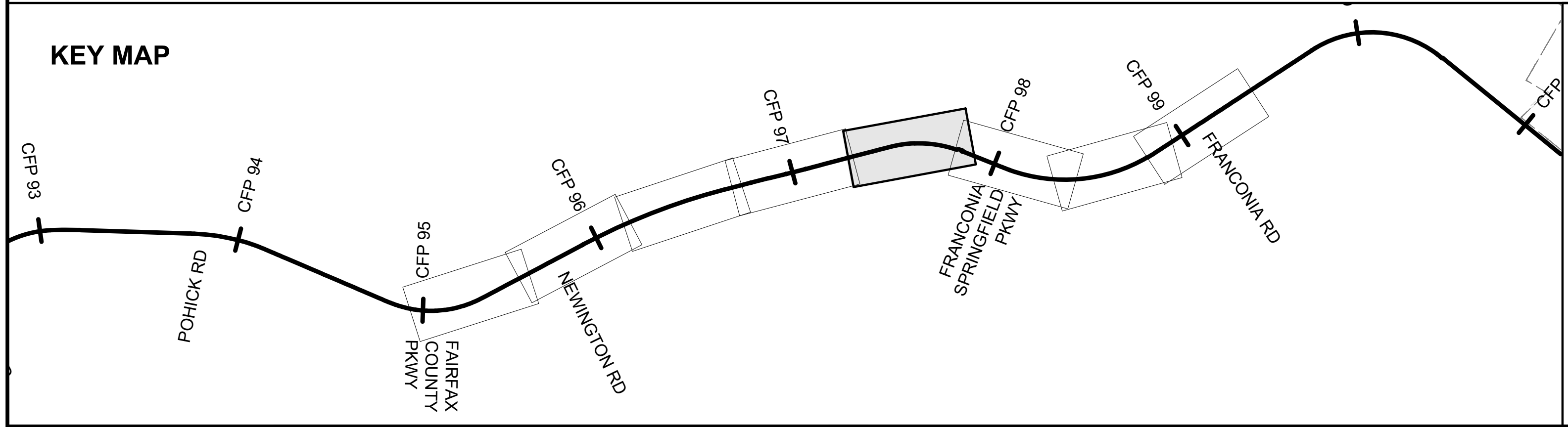
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R5B - FRANCONIA-SPRINGFIELD BYPASS

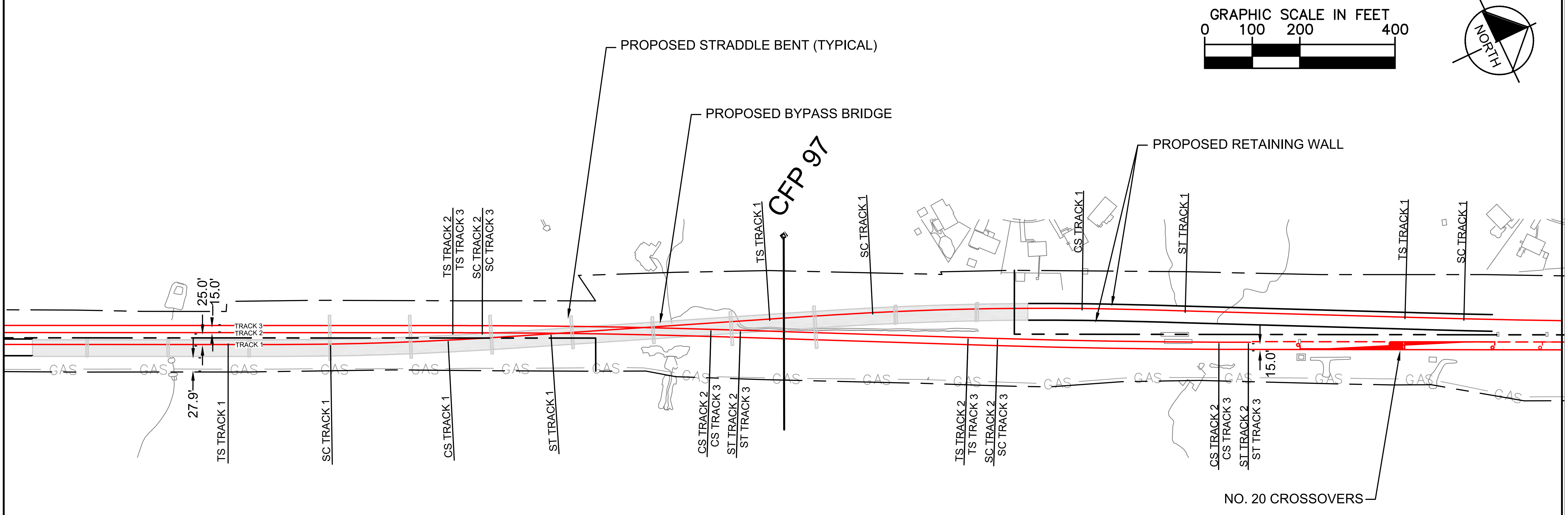
CSXT VAL MAP:V28698

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-032
OF
EV-283

Mar, 16 2021 08:45 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_JG-Rollplot-Layout.dwg By: SydneyGravitt



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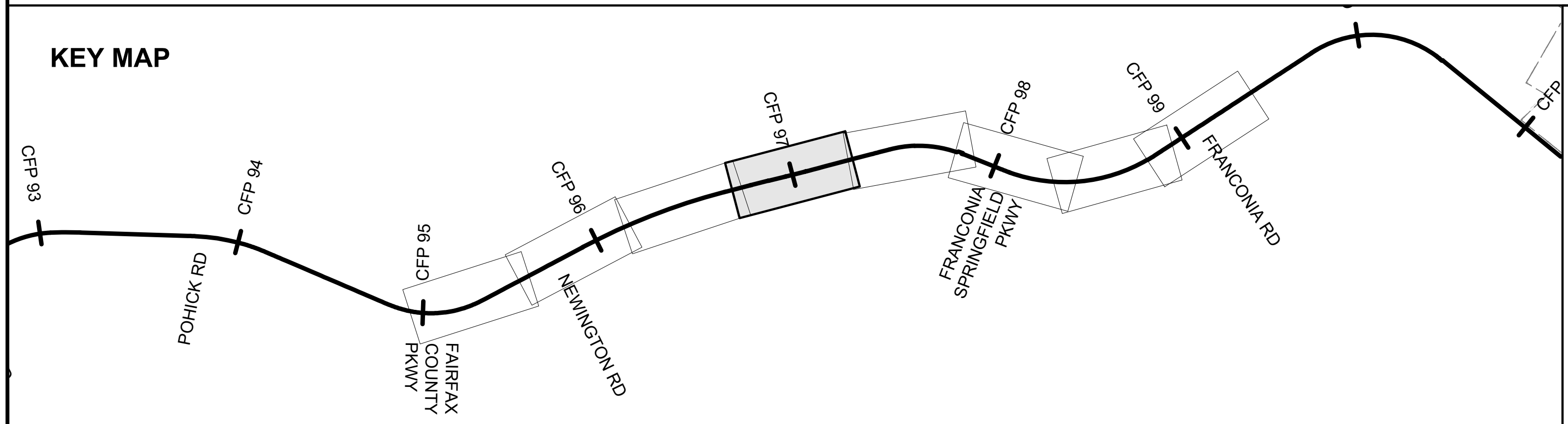
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

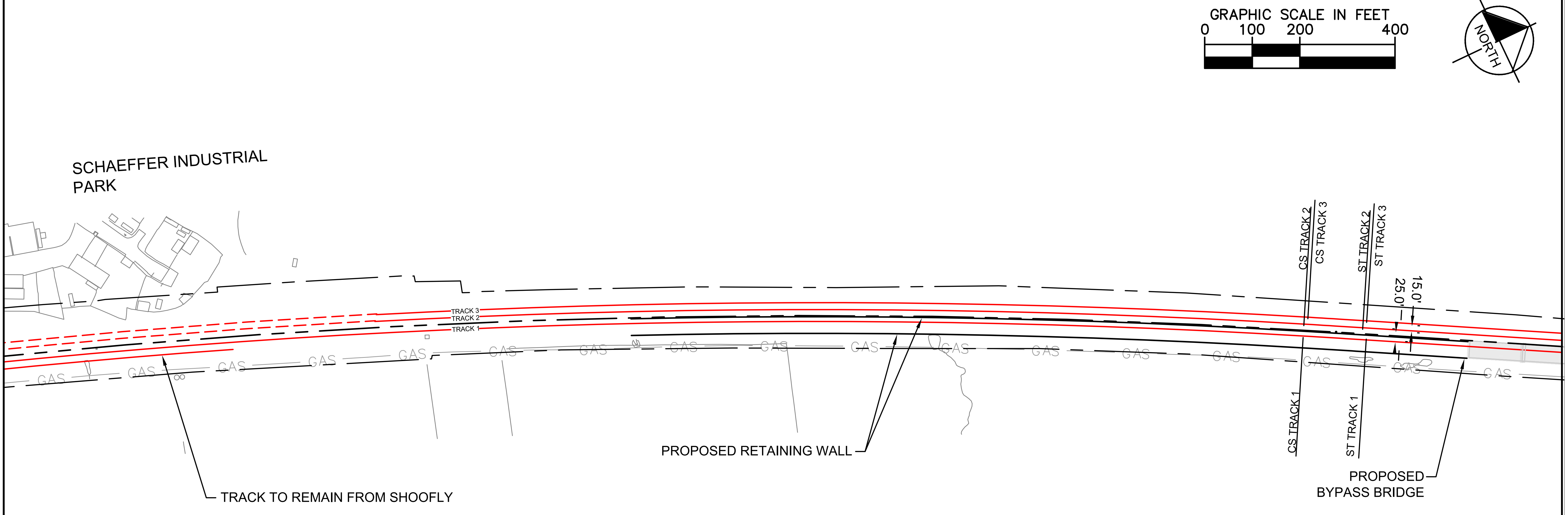
ENHANCED VAL MAP - DESIGN
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28698
DATE: 3/16/2021

SHEET
EV-033
OF
EV-283

Mar, 16 2021 08:45 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_xS-Rollplot-Layout.dwg By: SydneyGravitt

Exhibit B



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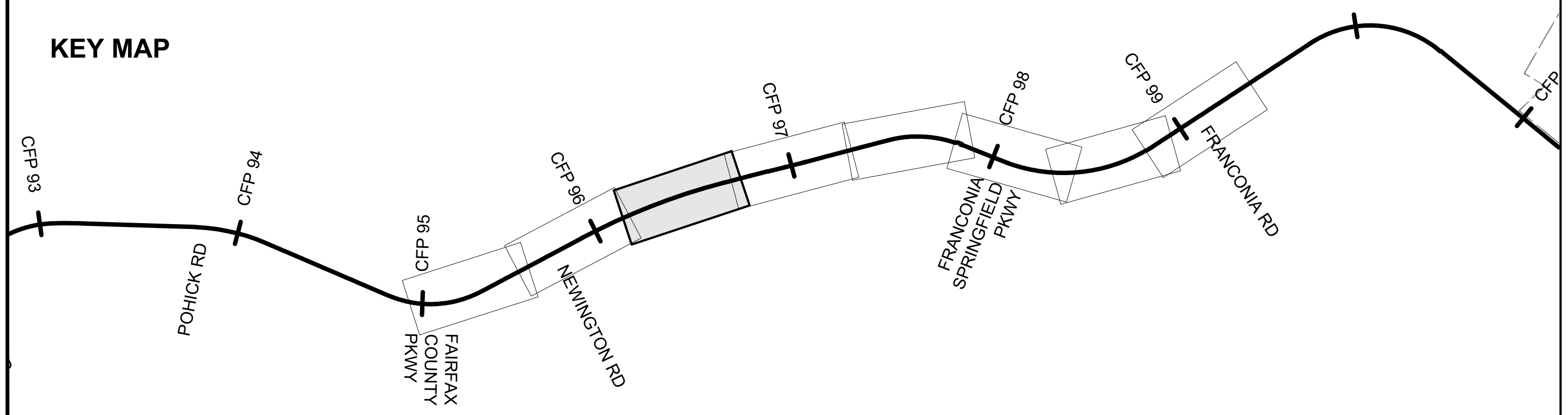
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
──	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28698

DATE: 3/16/2021

Kimley»Horn

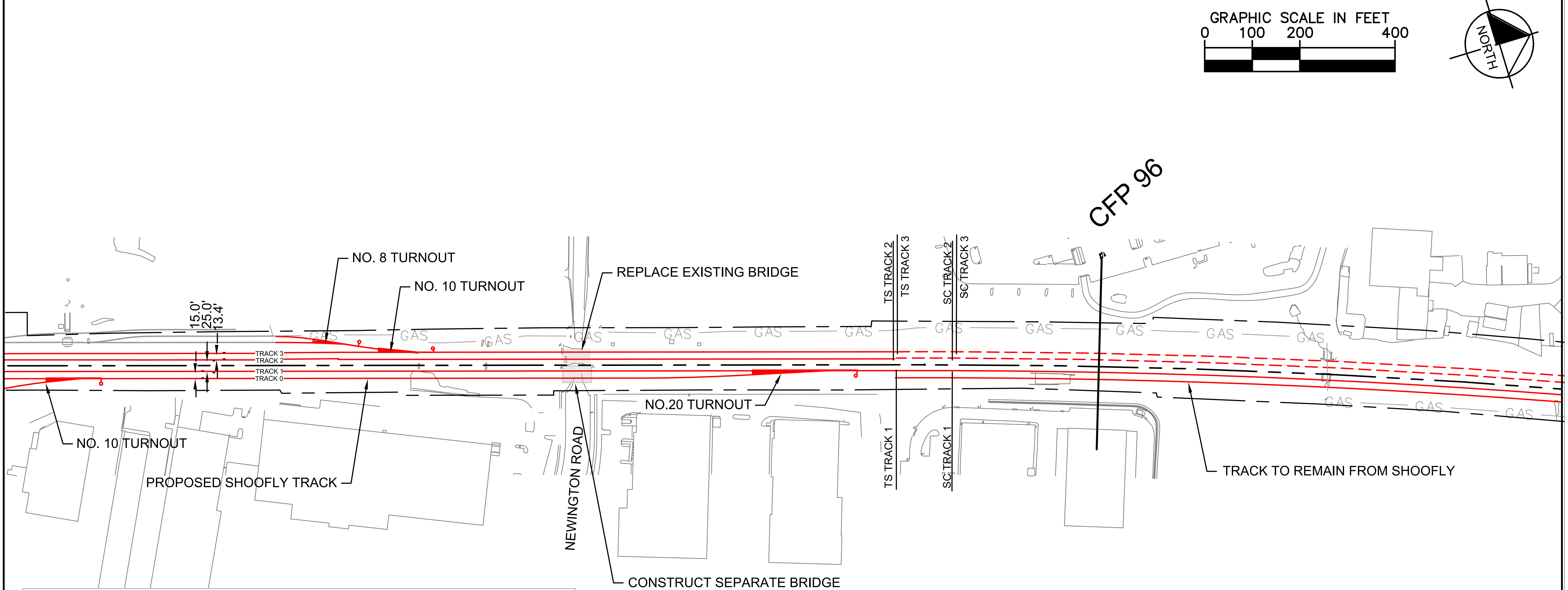
SHEET
EV-034
OF
EV-283

Mar, 16 2021 08:45 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_XS-Rollplot-Layout.dwg By: SydneyGravitt

FD 36544

Confidential Business Information Redacted

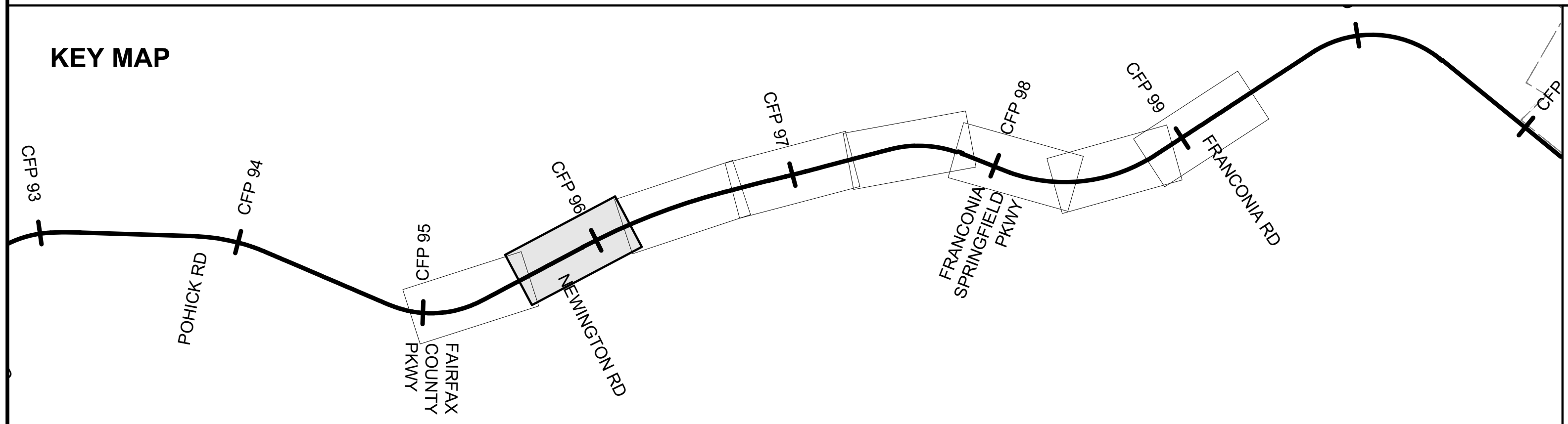
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK	CSXT-DRPT DELINEATION
PROPOSED TRACK	JURISDICTION LINE (FROM GIS)
SHIFTED TRACK	
CSXT ROW	

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28697

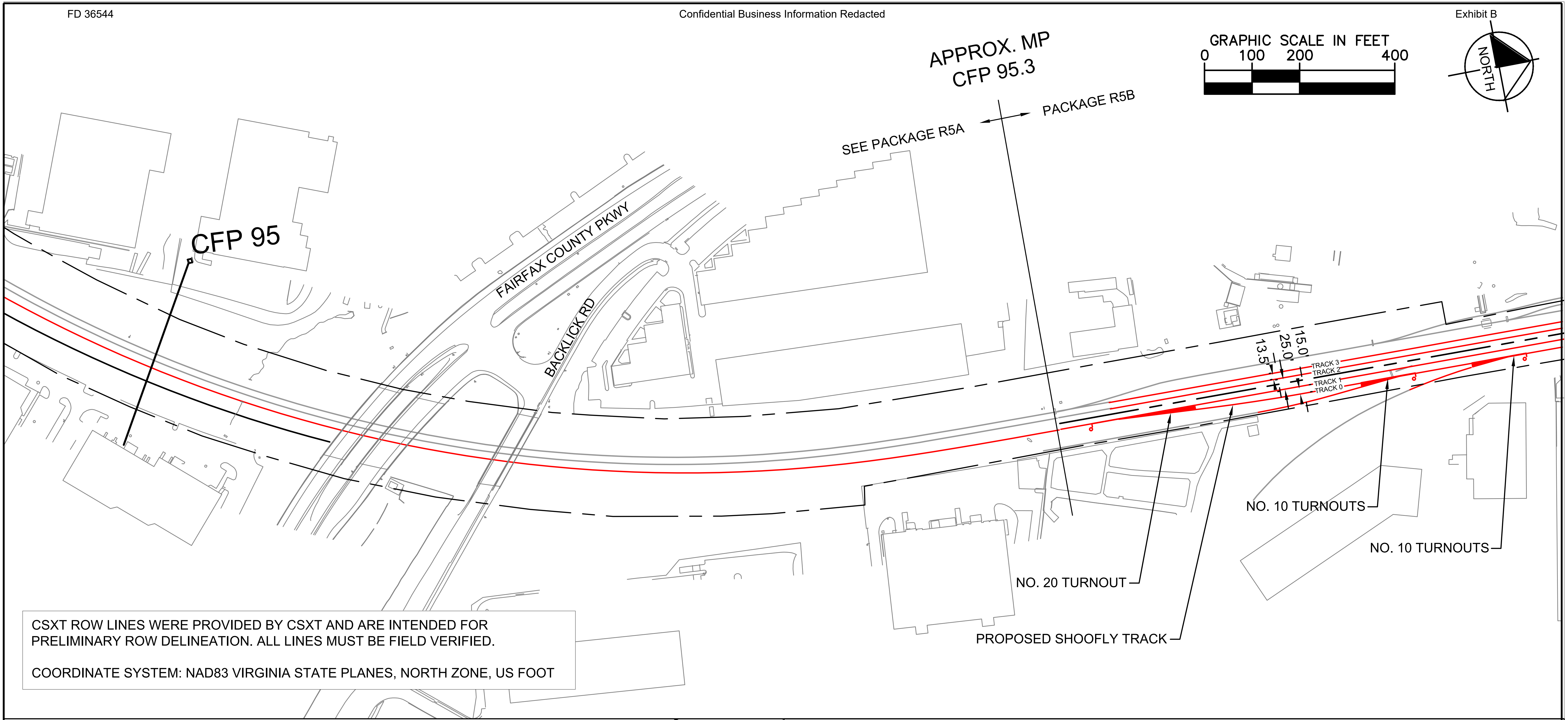
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-035
OF
EV-283

Mar, 16 2021 08:45 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_xS-Rollplot-Layout.dwg By: SydneyGravitt

Exhibit B



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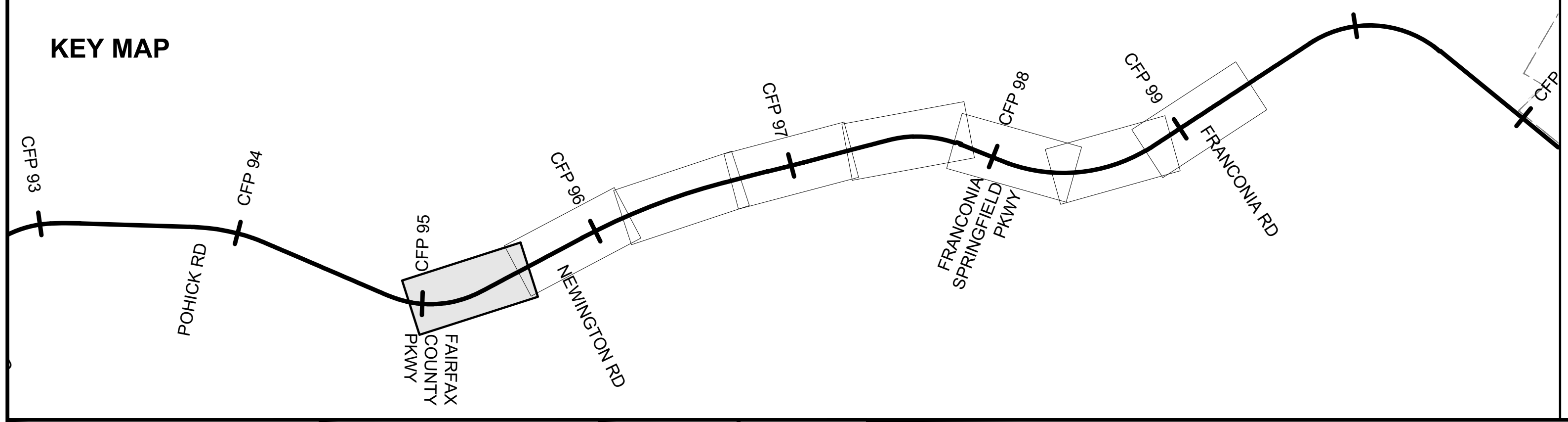
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



▬ (grey)	EXISTING TRACK
▬ (red)	PROPOSED TRACK
- - - - (red)	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28697

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-036
OF
EV-283

Mar, 16 2021 08:45 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_xS-Rollplot-Layout.dwg By: SydneyGravitt

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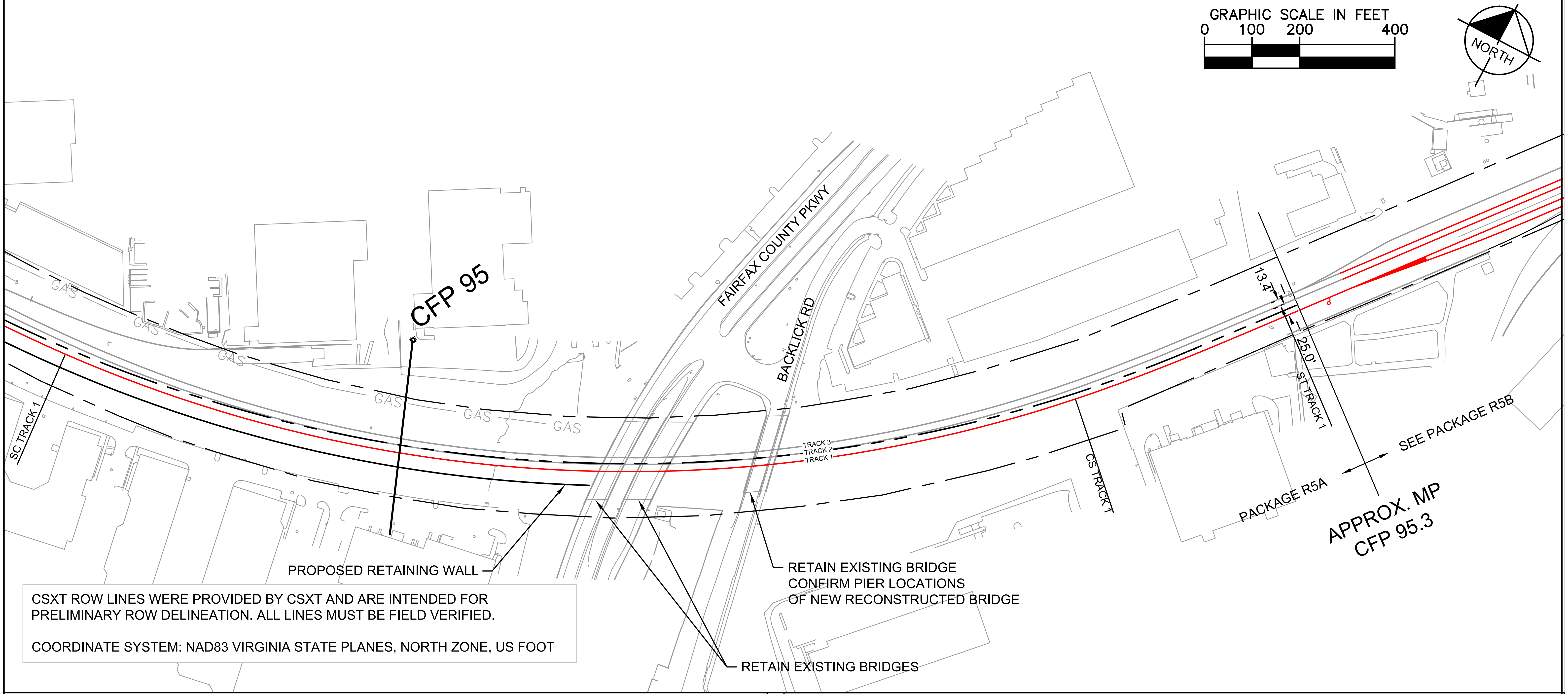
Exhibit B



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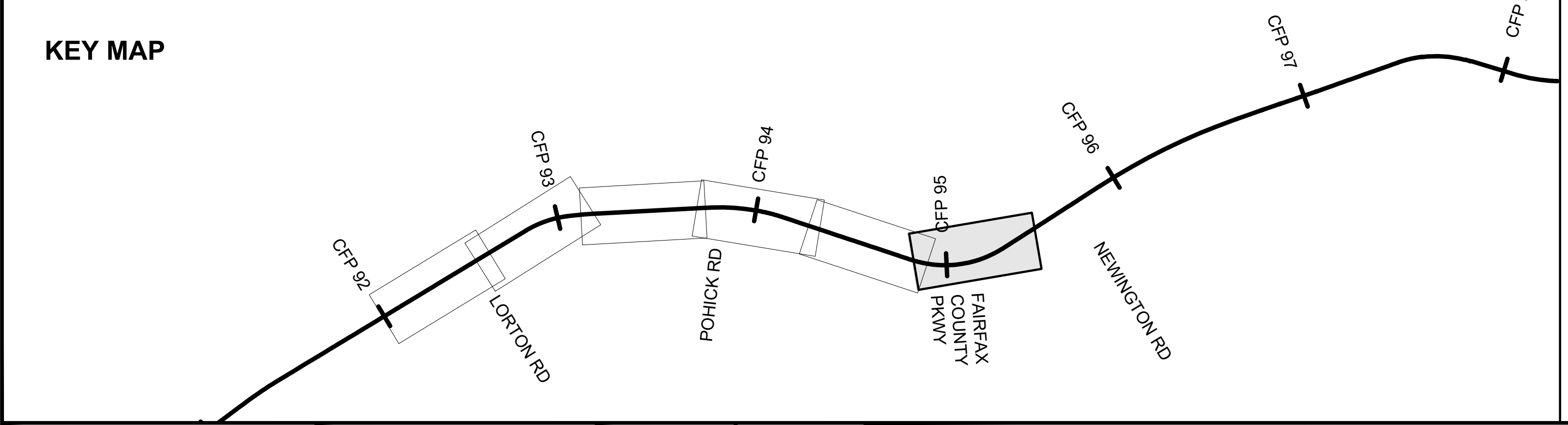
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R5A - FRANCONIA TO LORTON THIRD TRACK

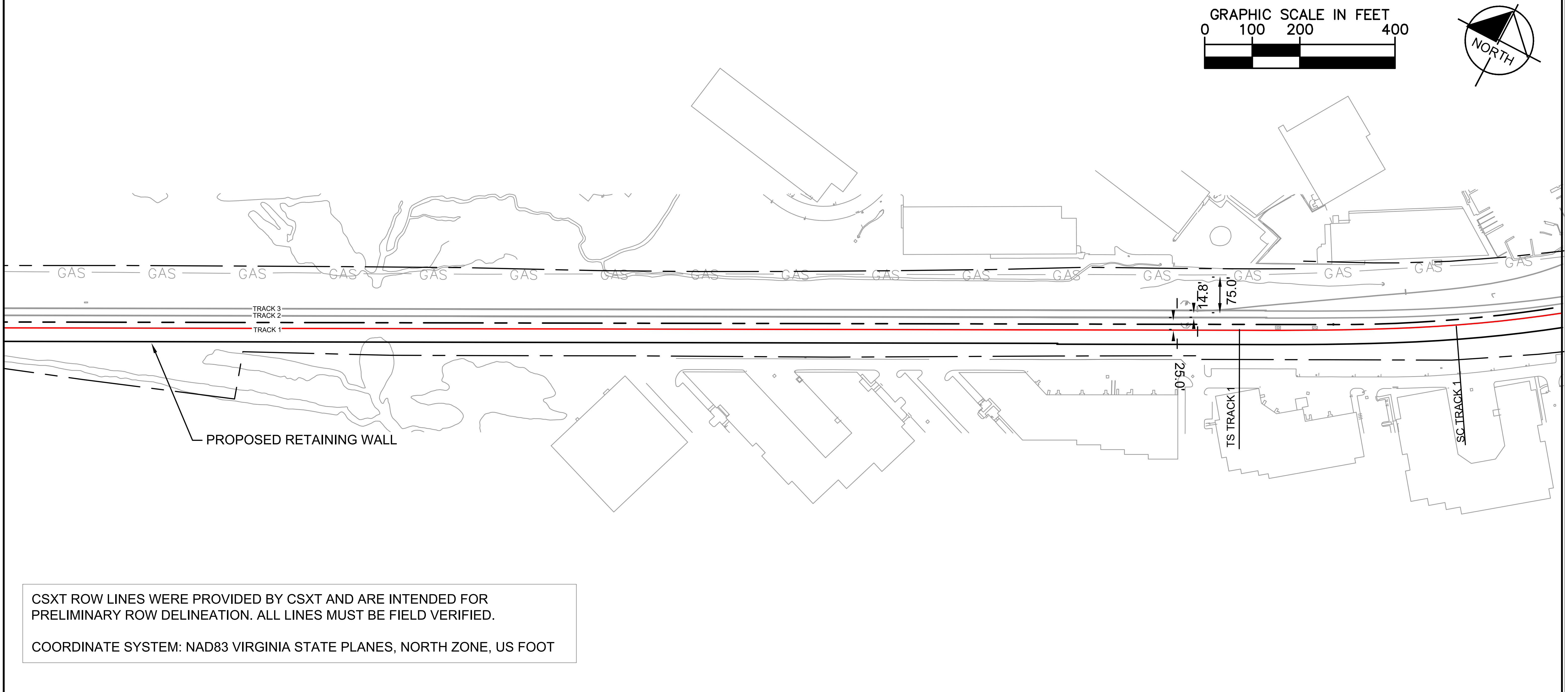
CSXT VAL MAP:V28697

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-037
OF
EV-283

Mar, 16 2021 08:56 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R5A_F-L 3rd Track\CAD\Sheets\R5A_xS-Rollplot-Layout.dwg By: Sydney.Gravitt



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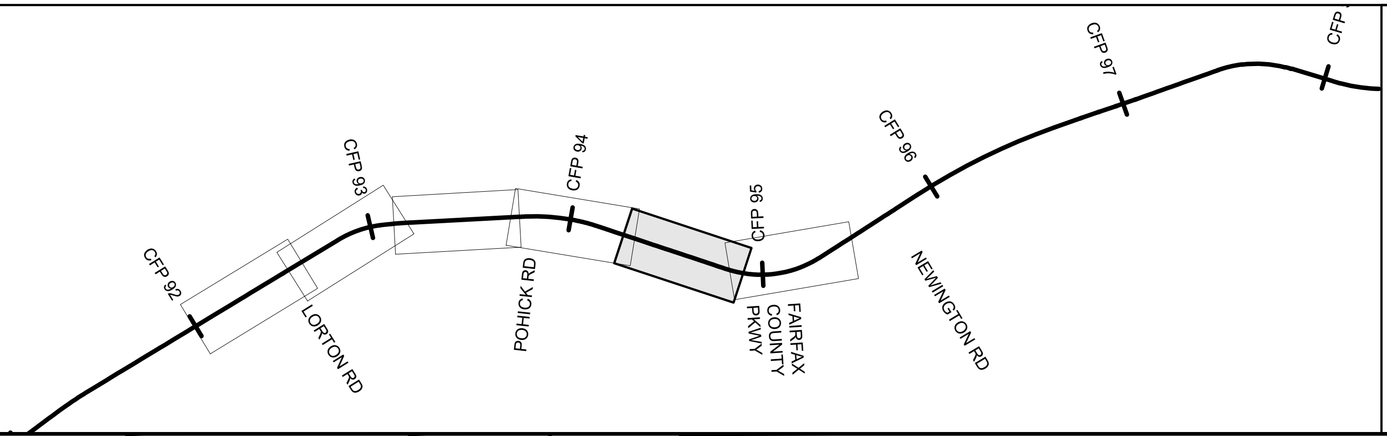
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

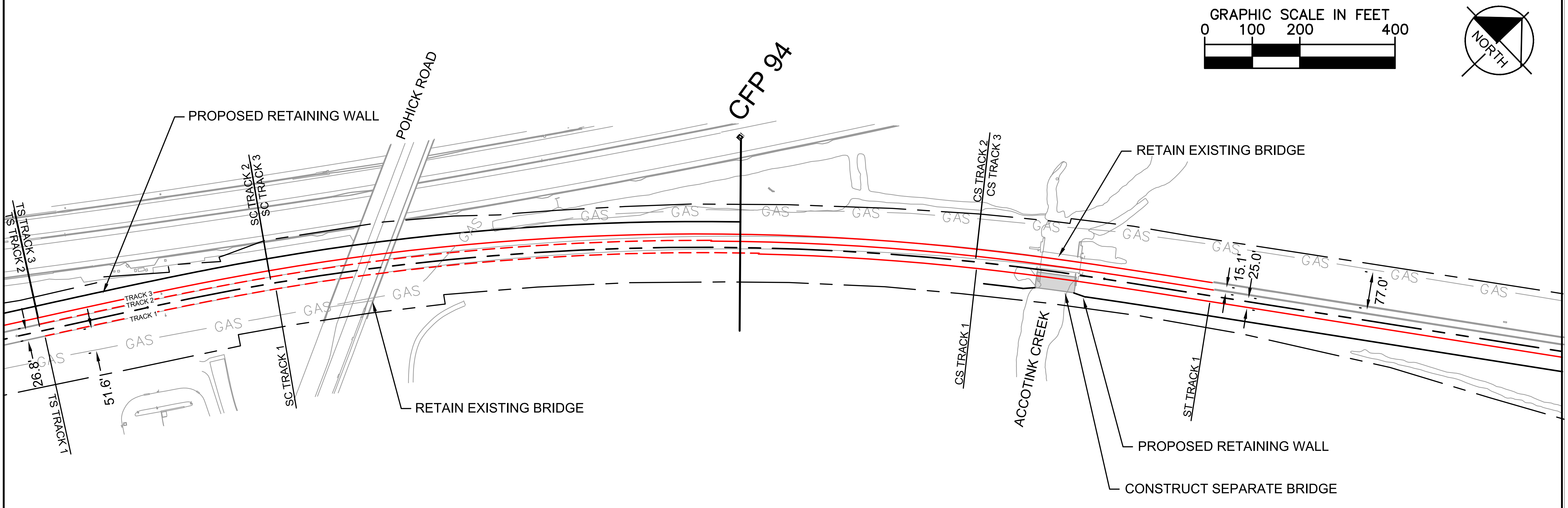
JURISDICTION: Fairfax County

ENHANCED VAL MAPS - DESIGN
R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28697
DATE: 3/16/2021

SHEET
EV-038
OF
EV-283

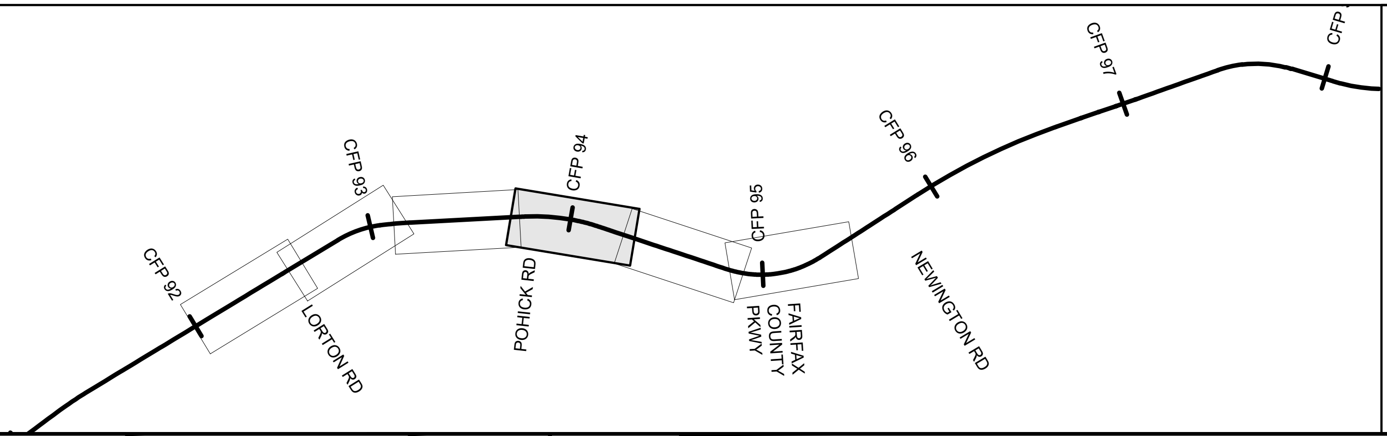
Mar, 16 2021 08:56 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R5A_F-L 3rd Track\CAD\Sheets\R5A_XS-Rollplot-Layout.dwg By: SydneyGravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

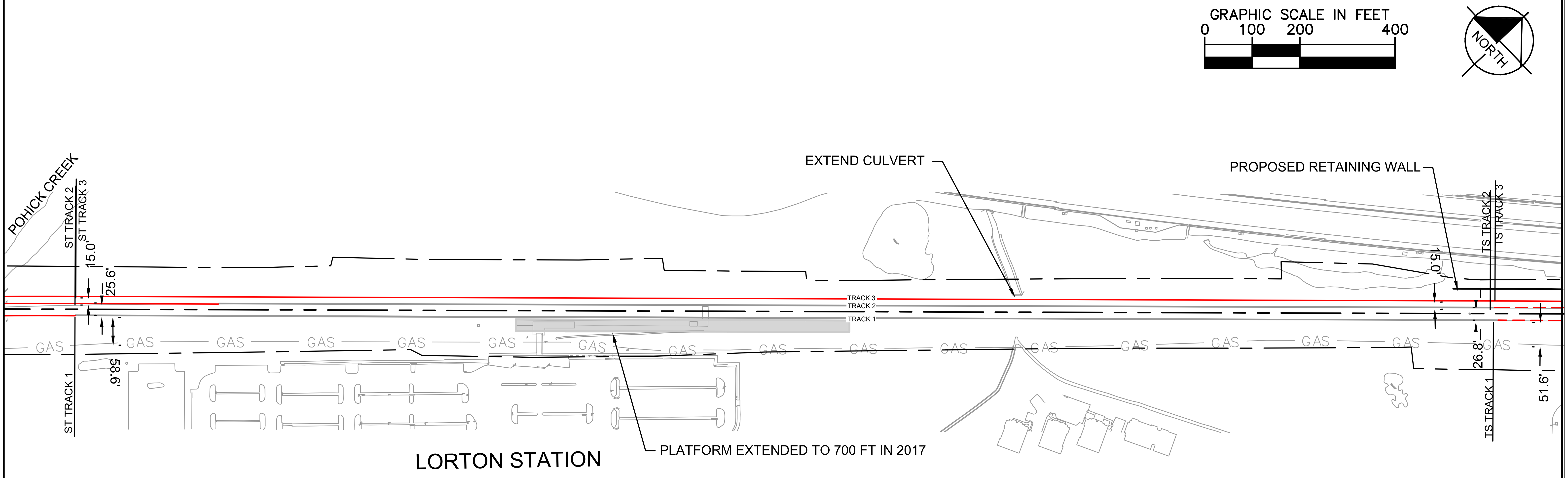
ENHANCED VAL MAPS - DESIGN

R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696

DATE: 3/16/2021

SHEET
EV-039
OF
EV-283



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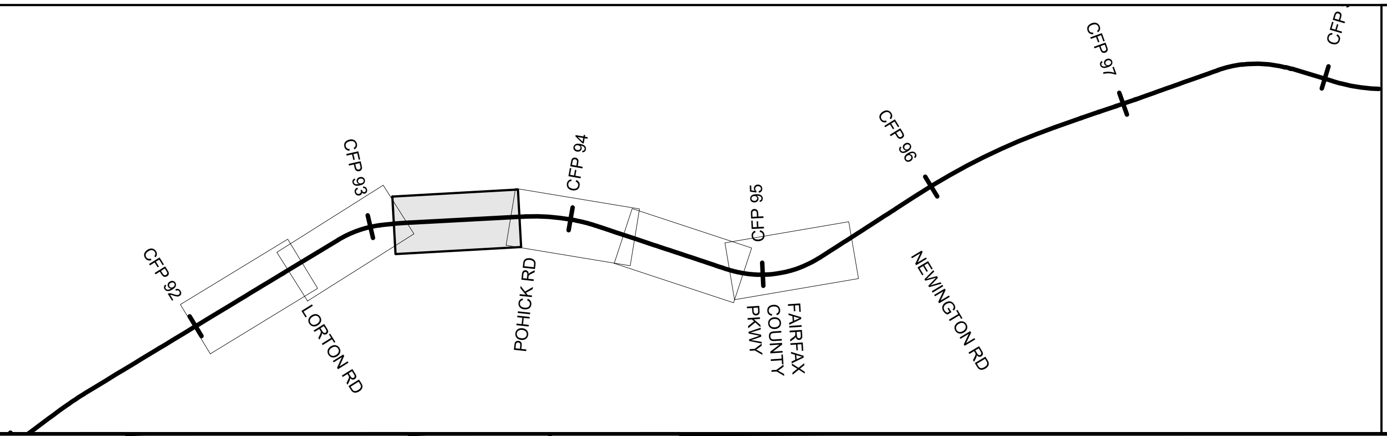
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

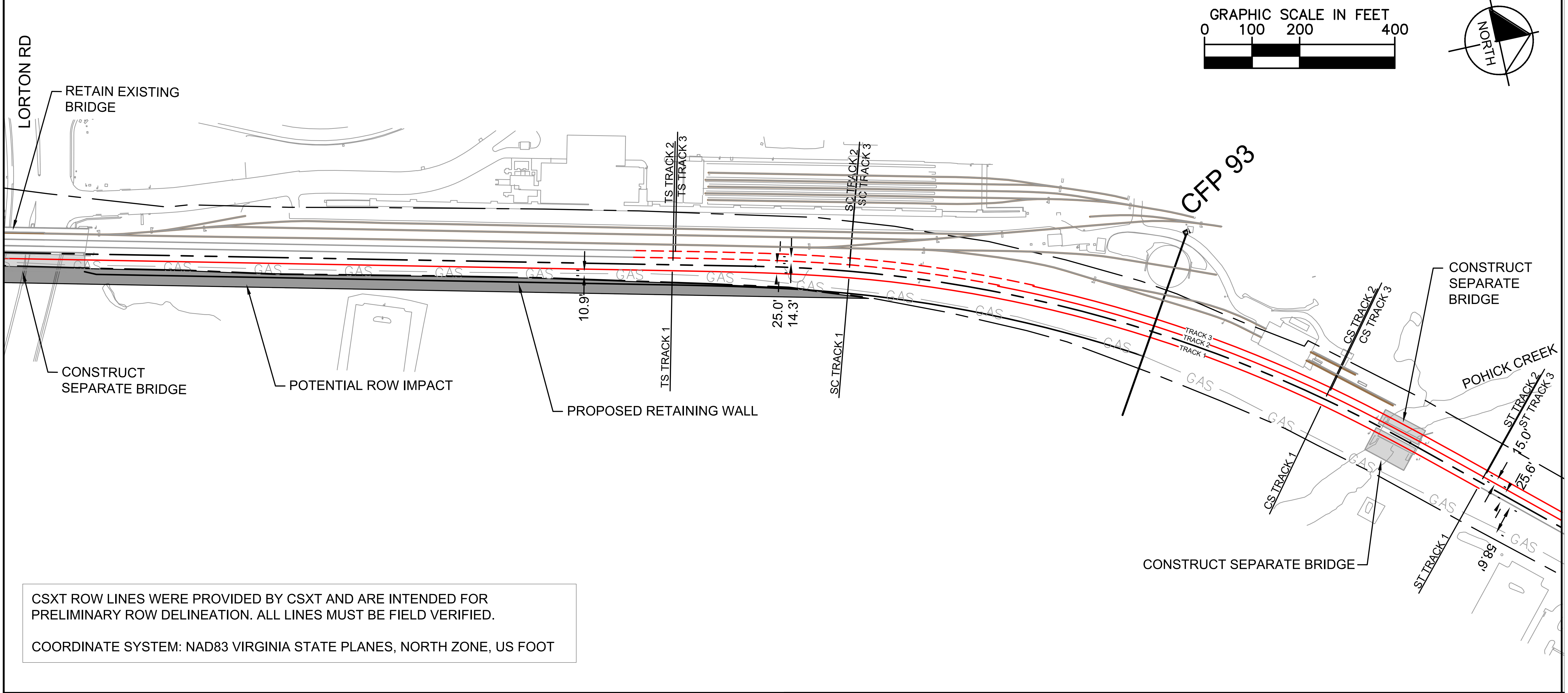
ENHANCED VAL MAPS - DESIGN
R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-040
OF
EV-283

Mar, 16 2021 08:56 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R5A_F-L 3rd Track\CAD\Sheets\R5A_xS-Rollplot-Layout.dwg By: SydneyGravitt



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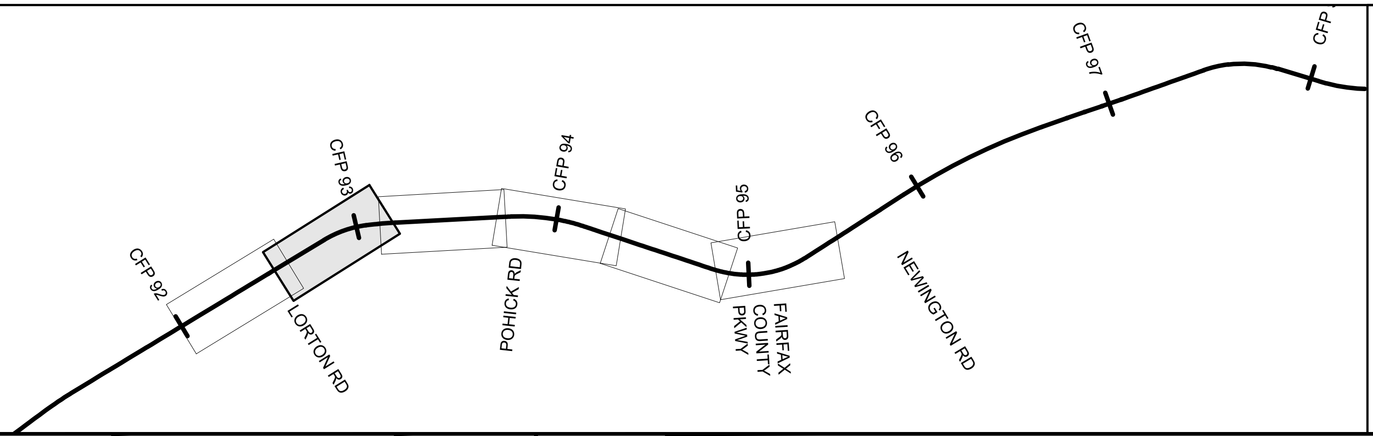
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

ENHANCED VAL MAPS - DESIGN

R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696

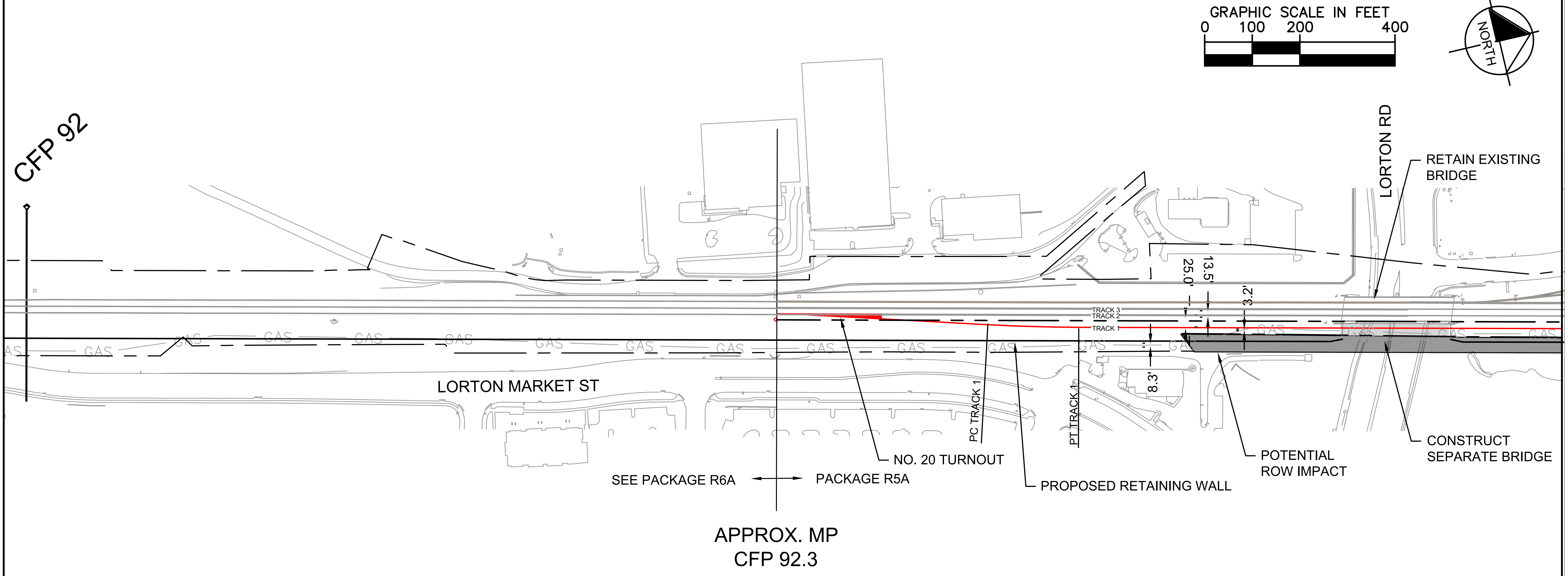
DATE: 3/16/2021

SHEET
EV-041
OF
EV-283

Mar. 16 2021 08:56 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R5A_F-L 3rd Track\CAD\Sheets\R5A_xS-Rollplot-Layout.dwg By: SydneyGravitt

Confidential Business Information Redacted

Exhibit B



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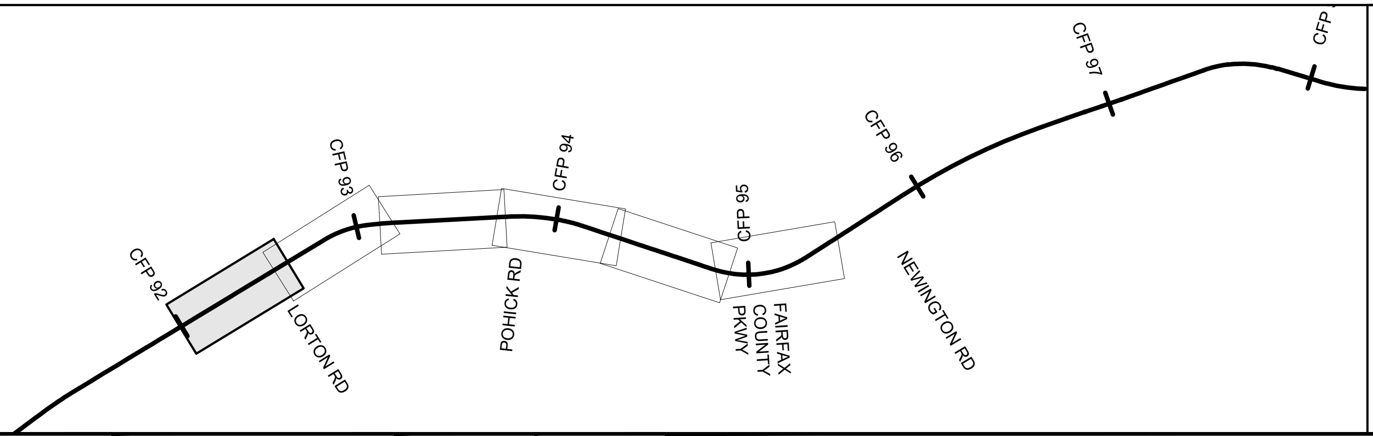
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696

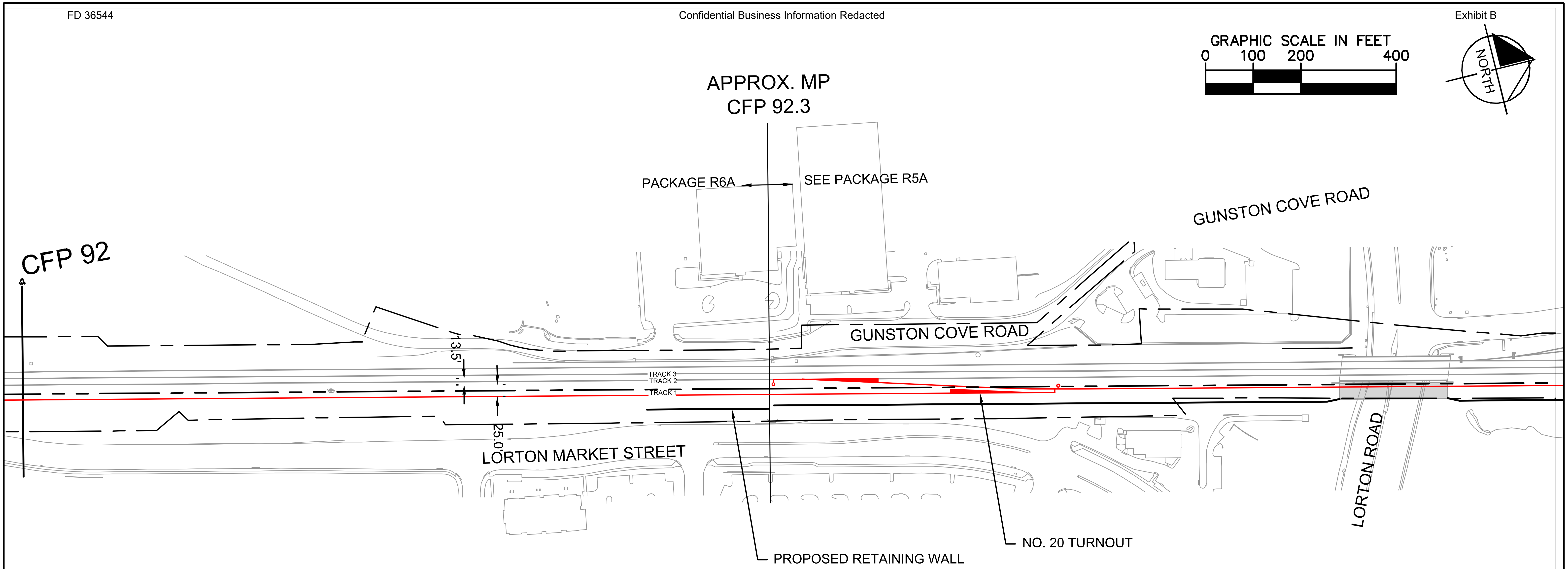
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-042
OF
EV-283

Mar, 16 2021 08:56 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R5A_F-L 3rd Track\CAD\Sheets\R5A_s6-Rollplot-Layout.dwg By: SydneyGravitt

Exhibit B



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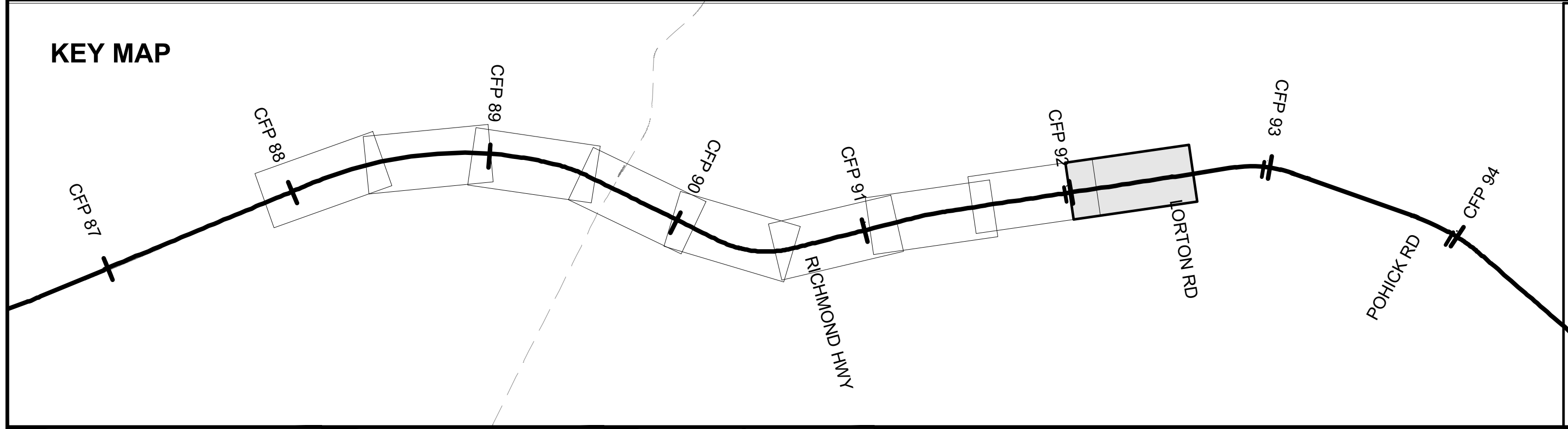
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

ENHANCED VAL MAP - DESIGN
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28696
DATE: 3/16/2021

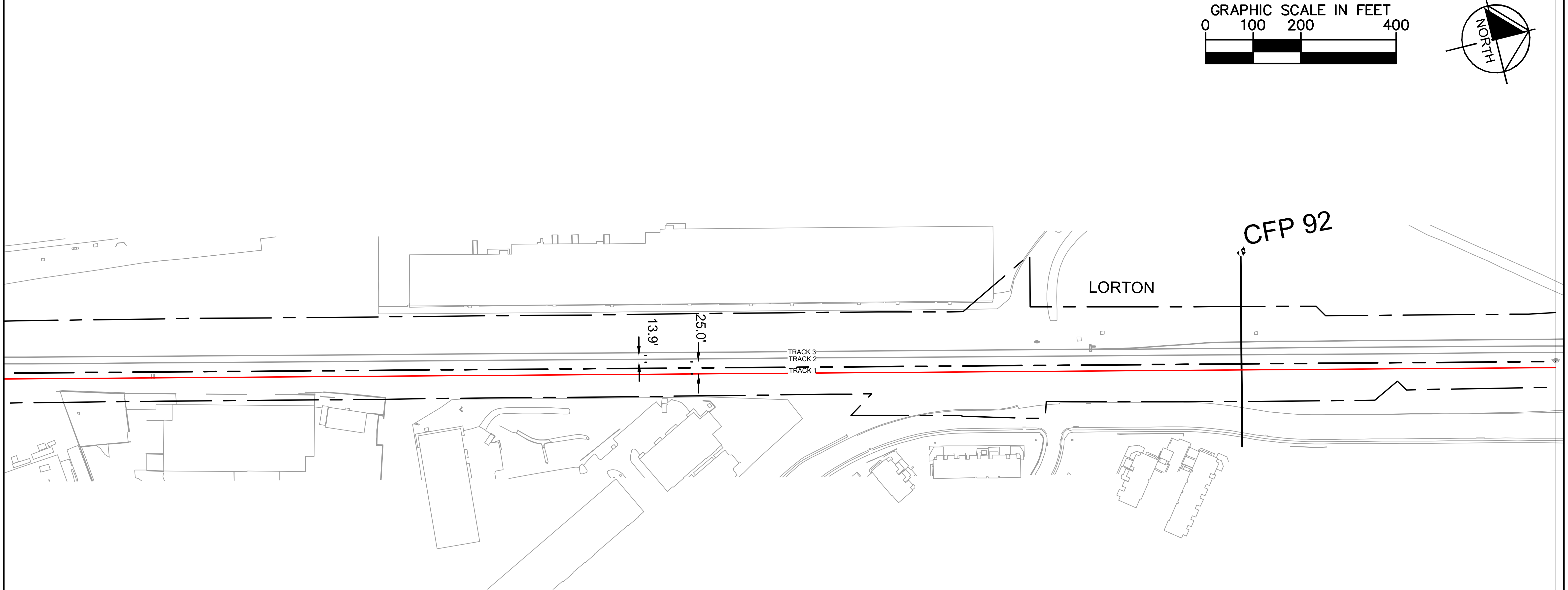
SHEET
EV-043
OF
EV-283

Mar. 18 2021 09:07 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\VAP\Task 10 – Technical Assistance_R6A_Occoquan River 3rd Track–H\CAD\Sheets\Rollplots\R6A_xS-Design.dwg By: Sydney.Gravitt

FD 36544

Confidential Business Information Redacted

Exhibit B



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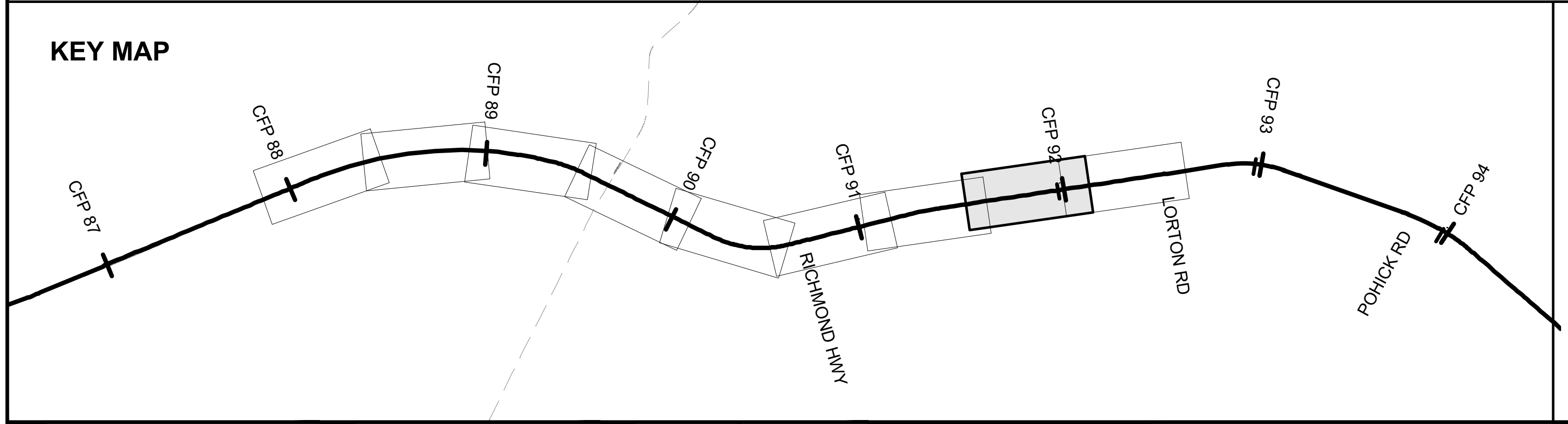
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
—— - ——	CSXT ROW		

JURISDICTION: Fairfax County

ENHANCED VAL MAP - DESIGN

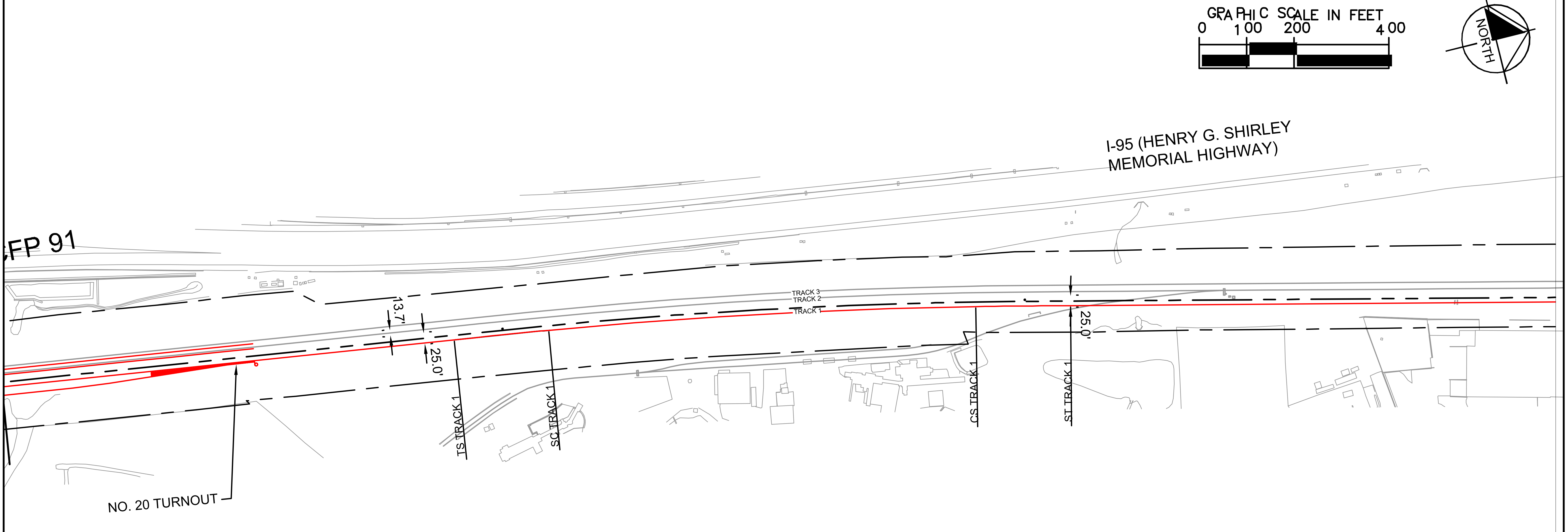
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695

DATE: 3/16/2021

SHEET
EV-044
OF
EV-283

Mar. 16 2021 09:07 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R6A_Occoquan River 3rd Track-H\CAD\Sheets\Rollplots\R6A_xS-Design.dwg By: Sydney.Gravitt



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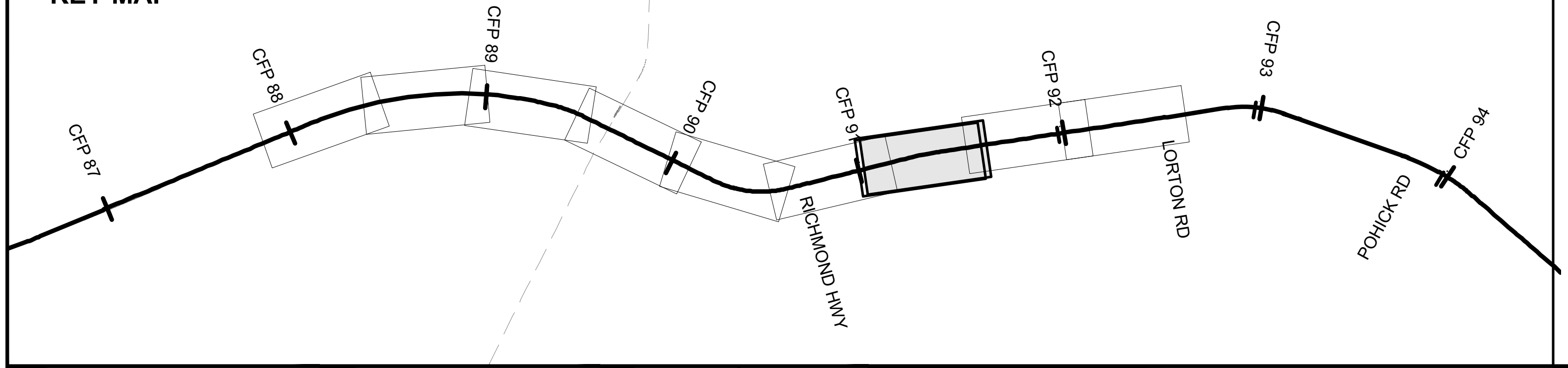
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

ENHANCED VAL MAP - DESIGN

R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695

DATE: 3/16/2021

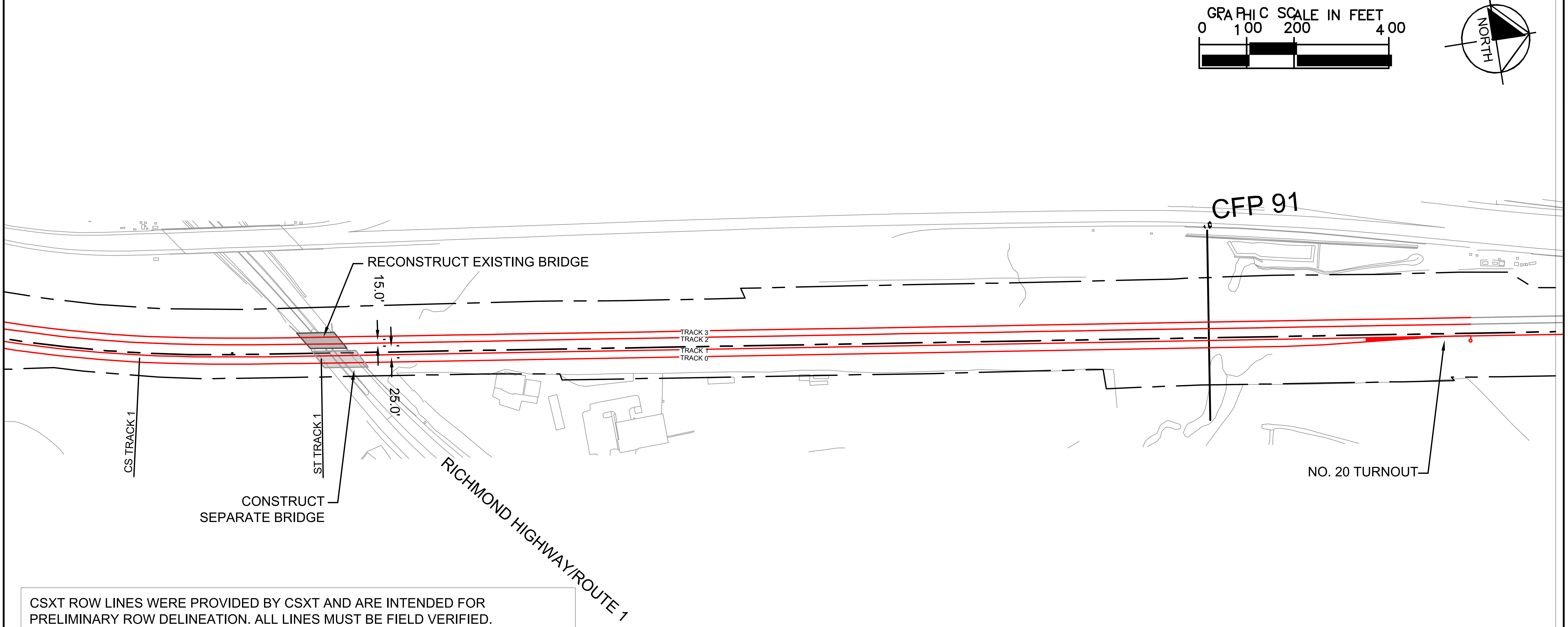
SHEET
EV-045
OF
EV-283

Mar. 18 2021 09:07 am K:\VIVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R6A_Occoquan River 3rd Track-H\CAD\Sheets\Rollplots\R6A_xS-Design.dwg By: Sydney.Gravitt

FD 36544

Confidential Business Information Redacted

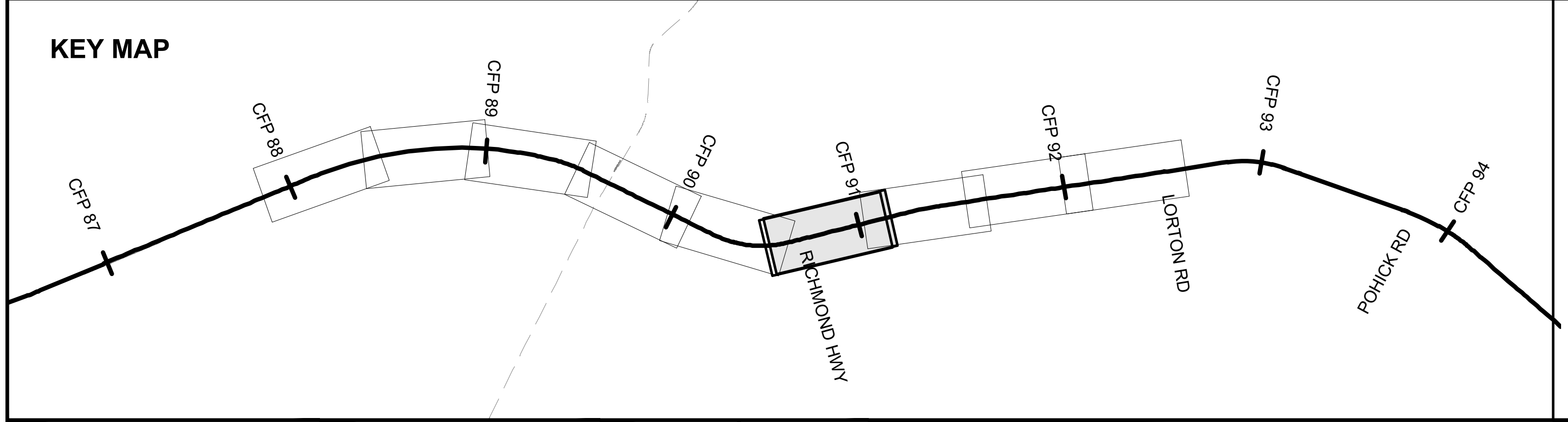
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

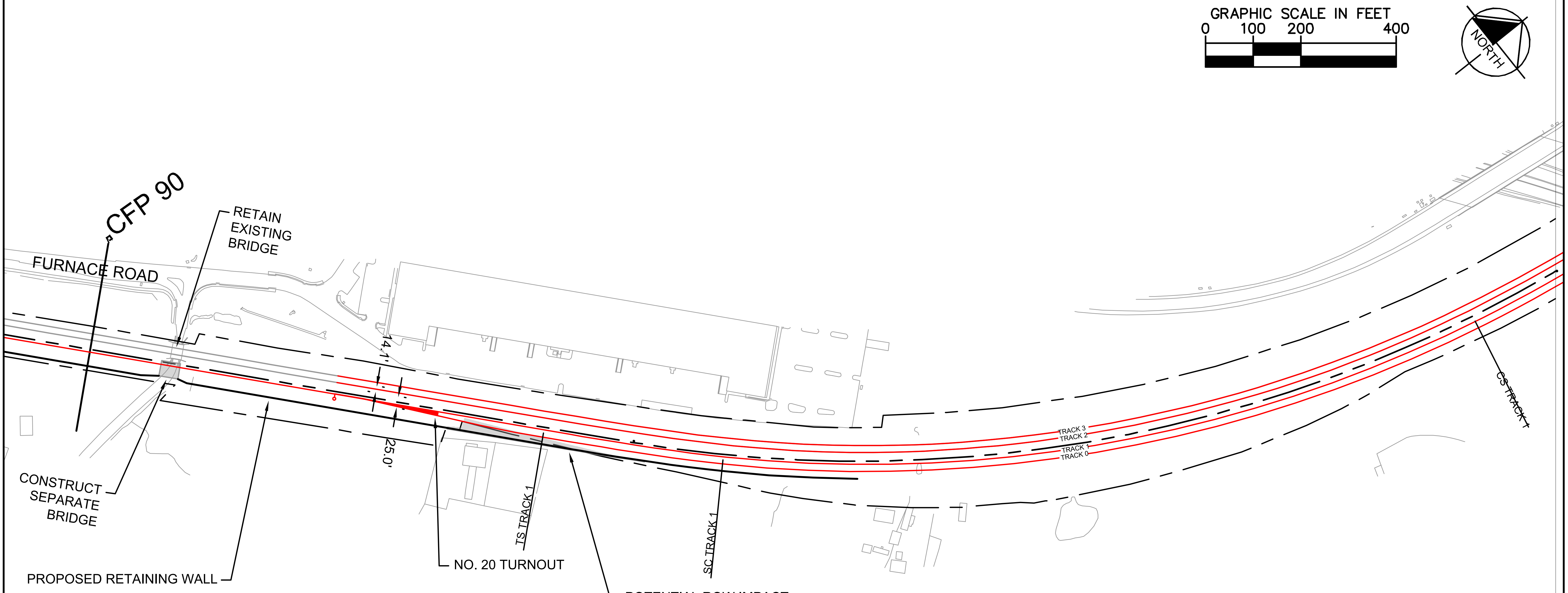
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-046
OF
EV-283



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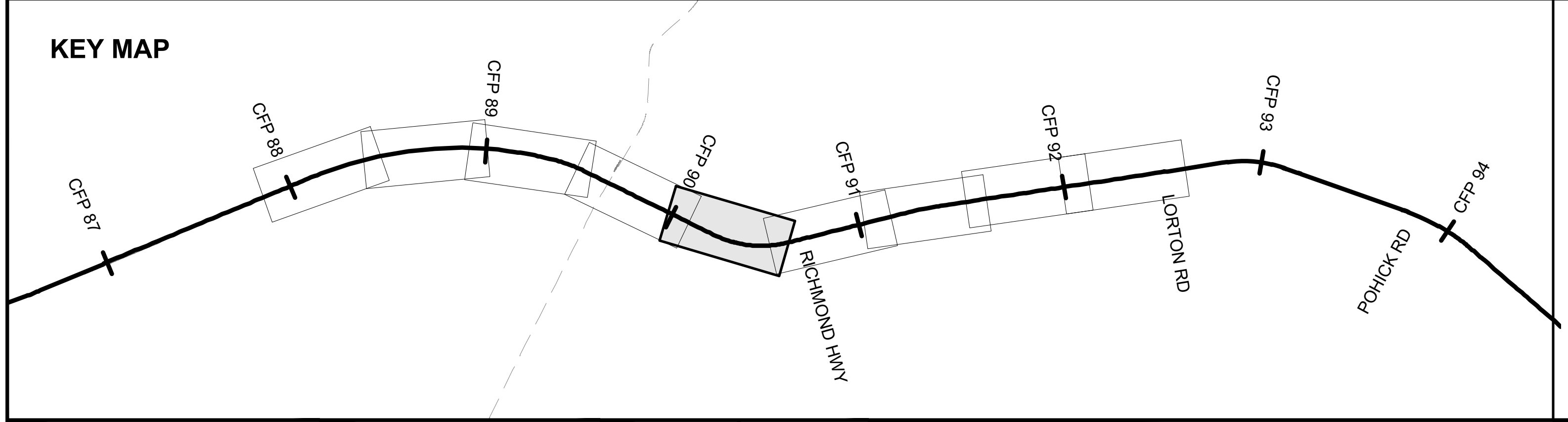
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695
DATE: 3/16/2021

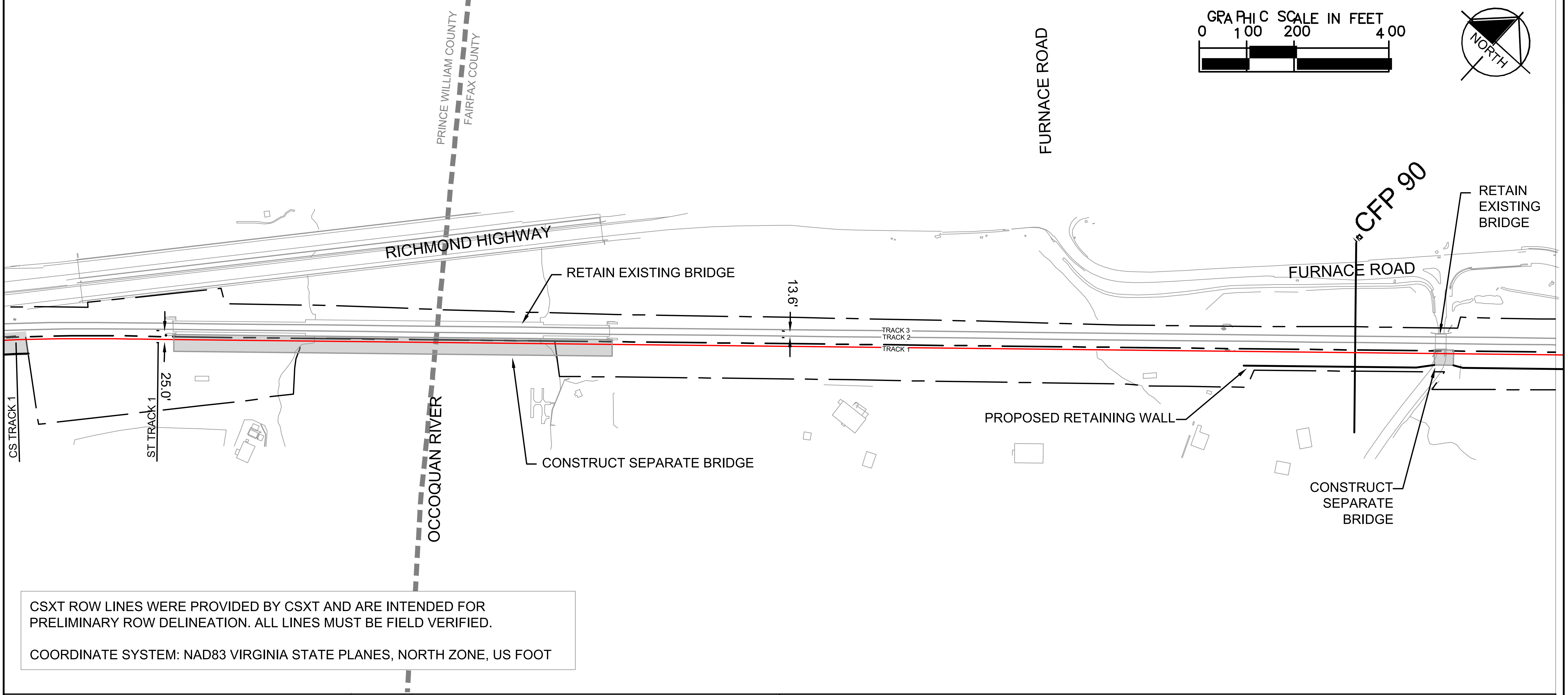
Kimley»Horn

SHEET
EV-047
OF
EV-283

FD 36544

Confidential Business Information Redacted

Exhibit B



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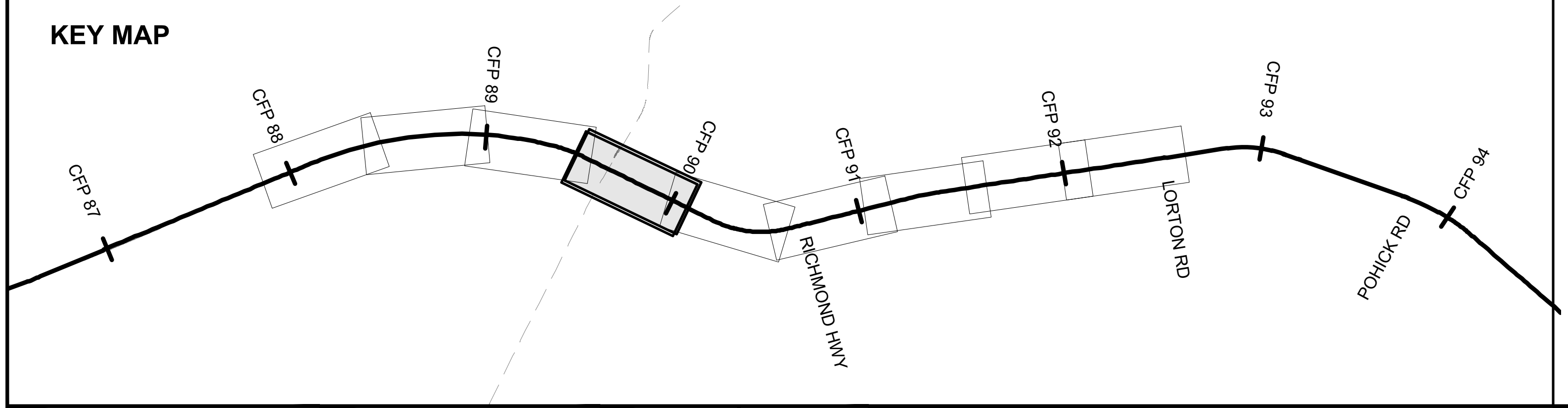
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - -	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County/Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694

DATE: 3/16/2021

Kimley»Horn

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EV-048
OF
EV-283

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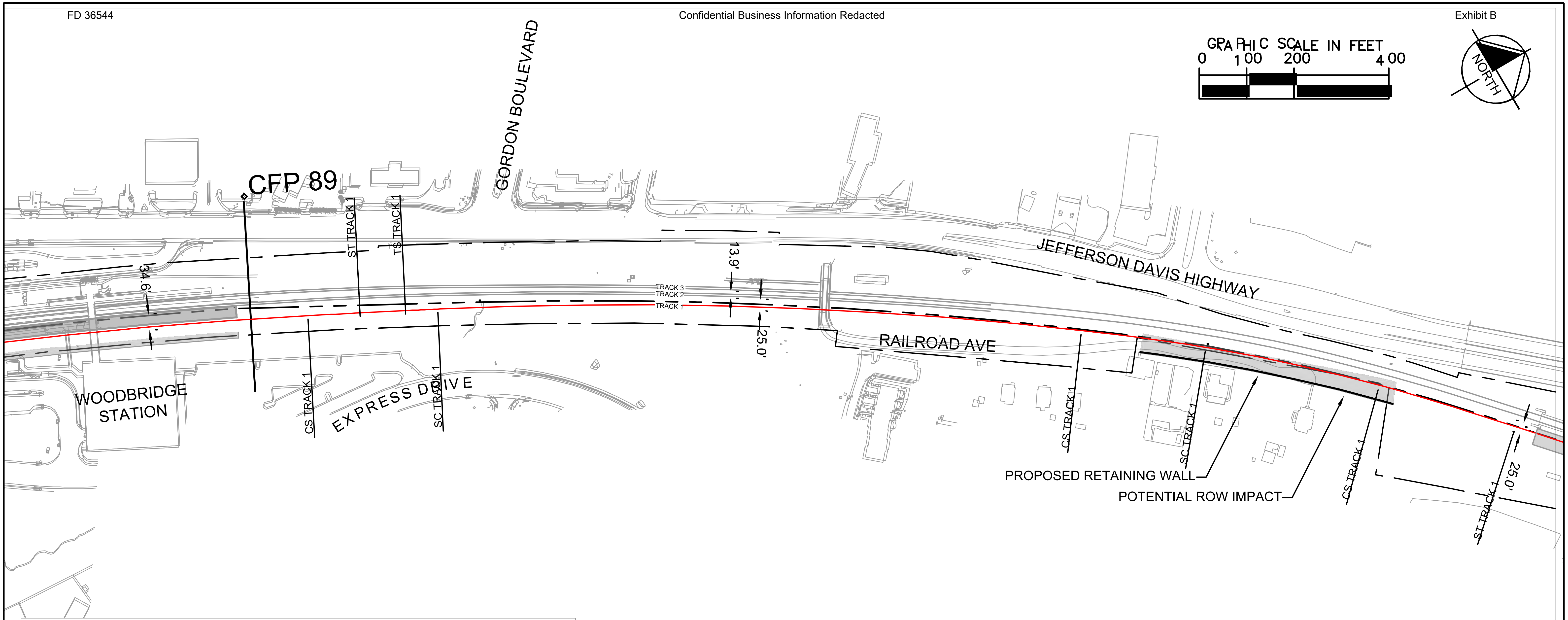

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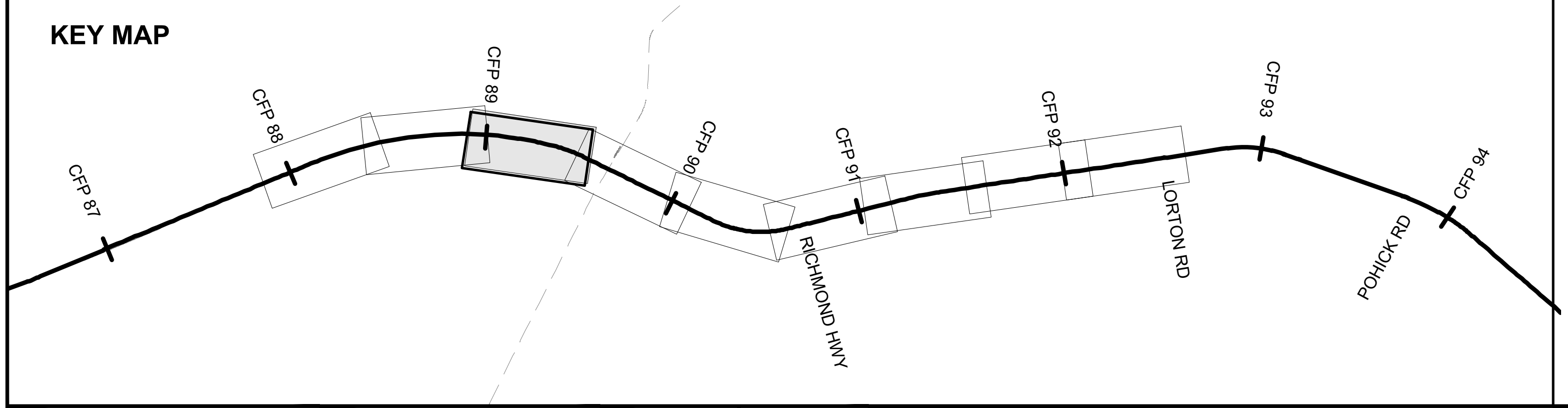
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County/Prince William County

ENHANCED VAL MAP - DESIGN

R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694

DATE: 3/16/2021

SHEET
EV-049
OF
EV-283

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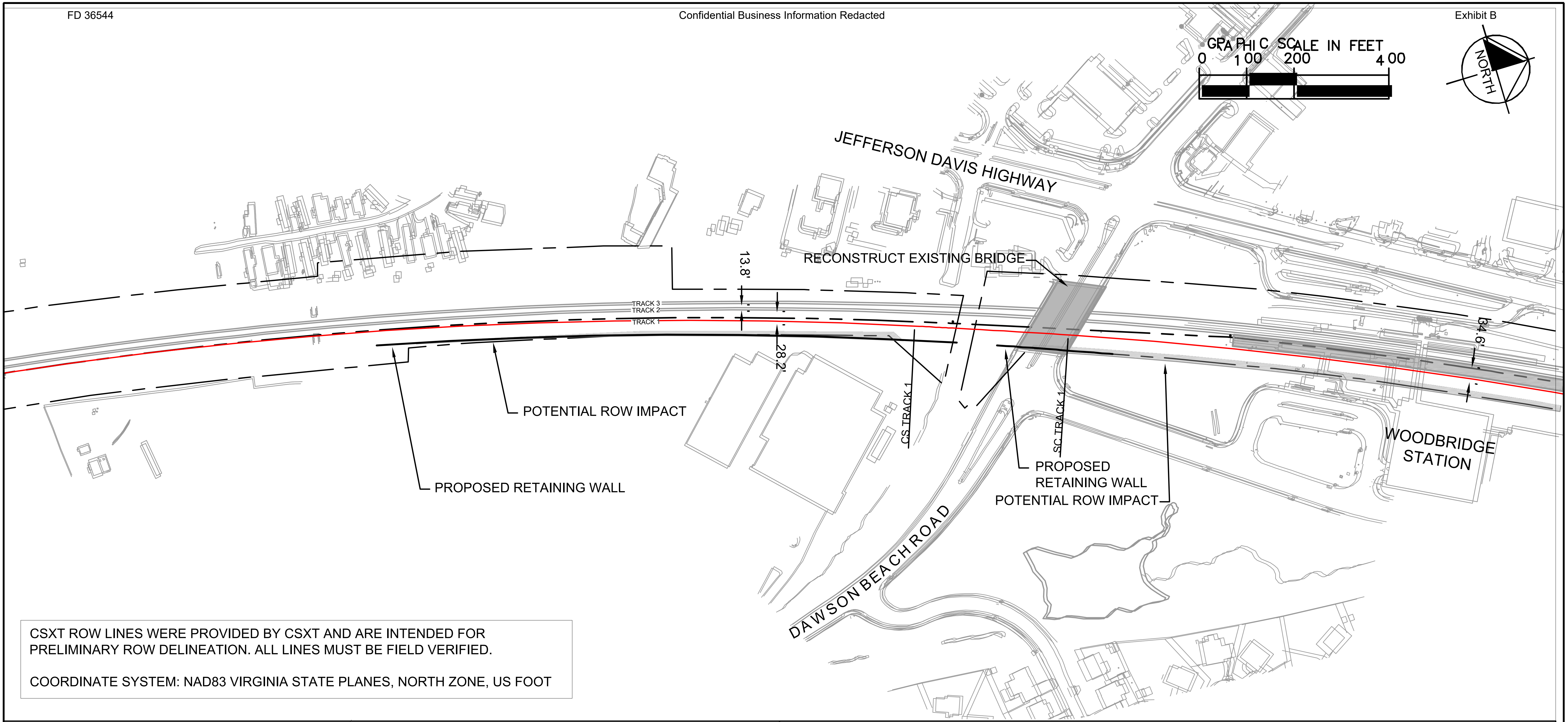

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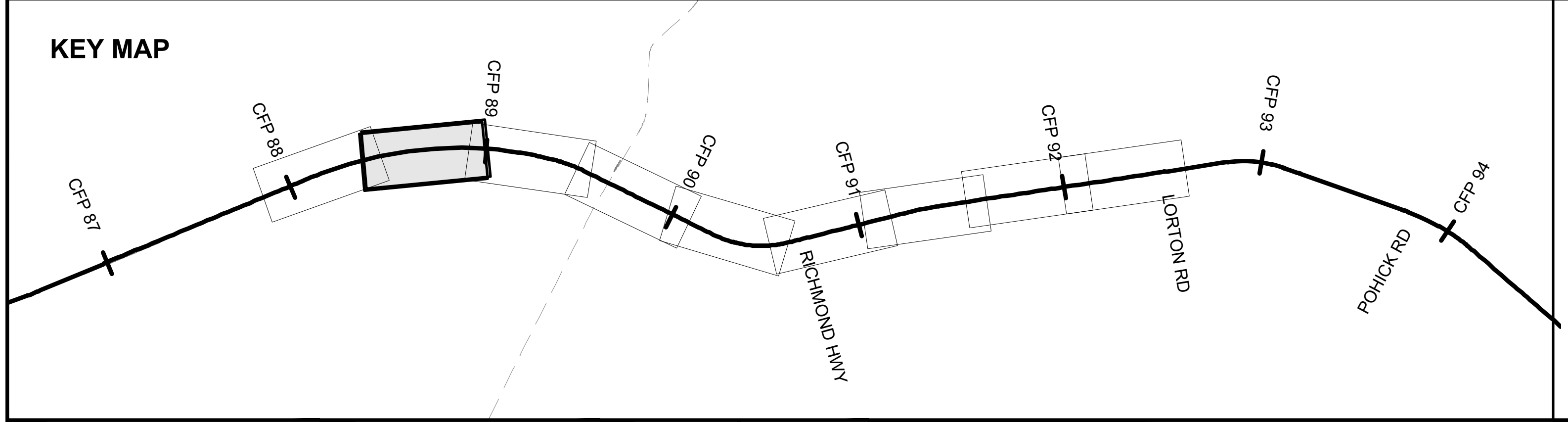
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County/Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694
DATE: 3/16/2021

Kimley»Horn

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OF
EV-283

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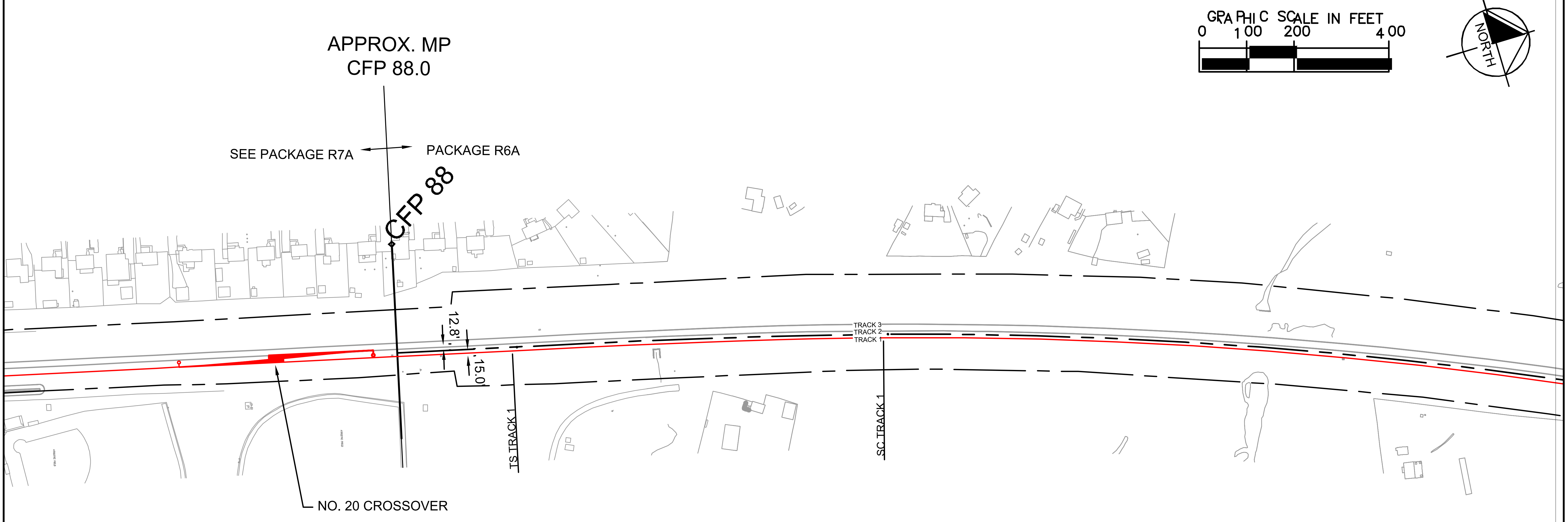

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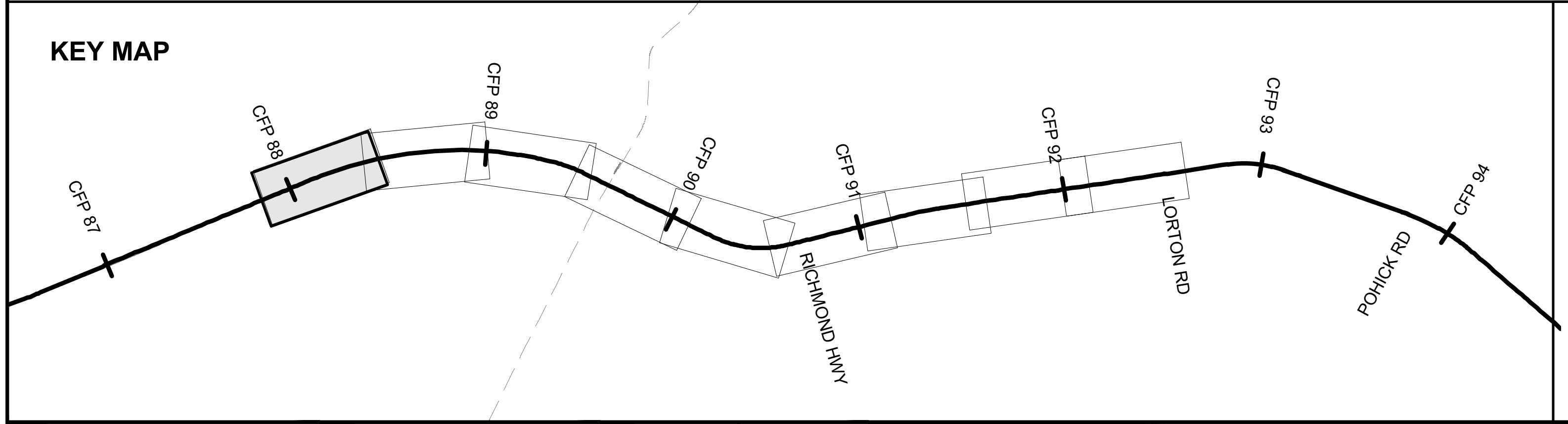
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



- EXISTING TRACK
- PROPOSED TRACK
- SHIFTED TRACK
- CSXT ROW
- CSXT-DRPT DELINEATION
- JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County/Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694

DATE: 3/16/2021

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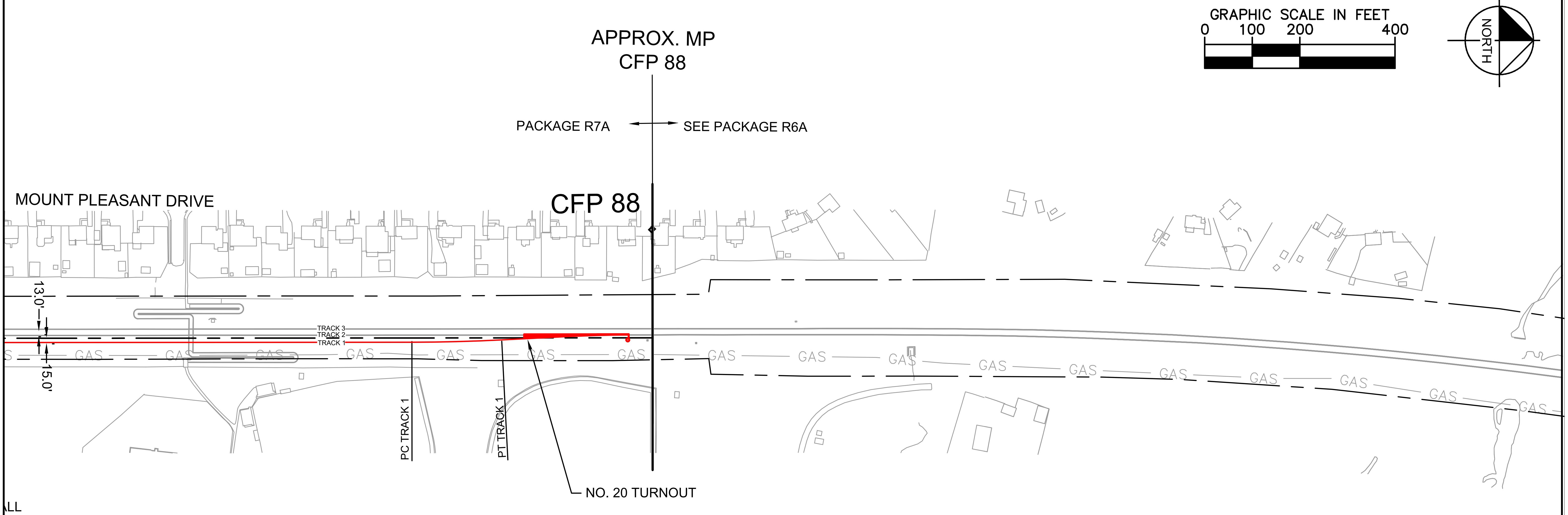
SHEET
EV-051
OF
EV-283



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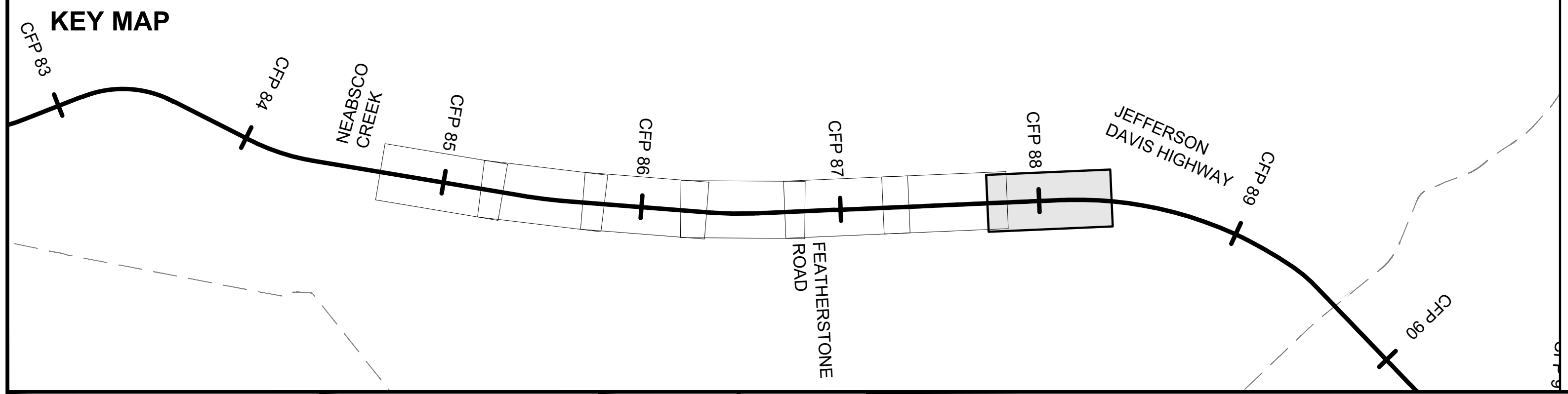
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——— EXISTING TRACK

——— PROPOSED TRACK

- - - - - SHIFTED TRACK

— - — CSXT ROW

— - - - — CSXT-DRPT DELINEATION

▬ ▬ ▬ ▬ JURISDICTION LINE (FROM GIS)

JURISDICTION: Fairfax County/Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28694

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-052
OF
EV-283

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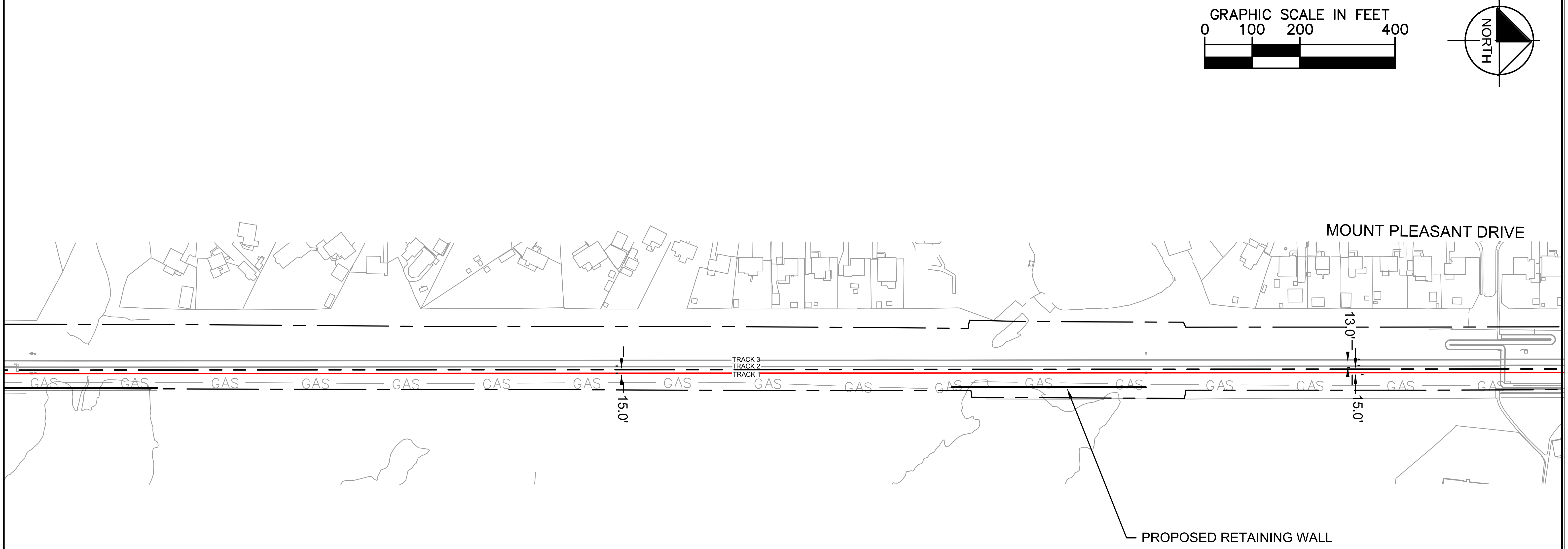

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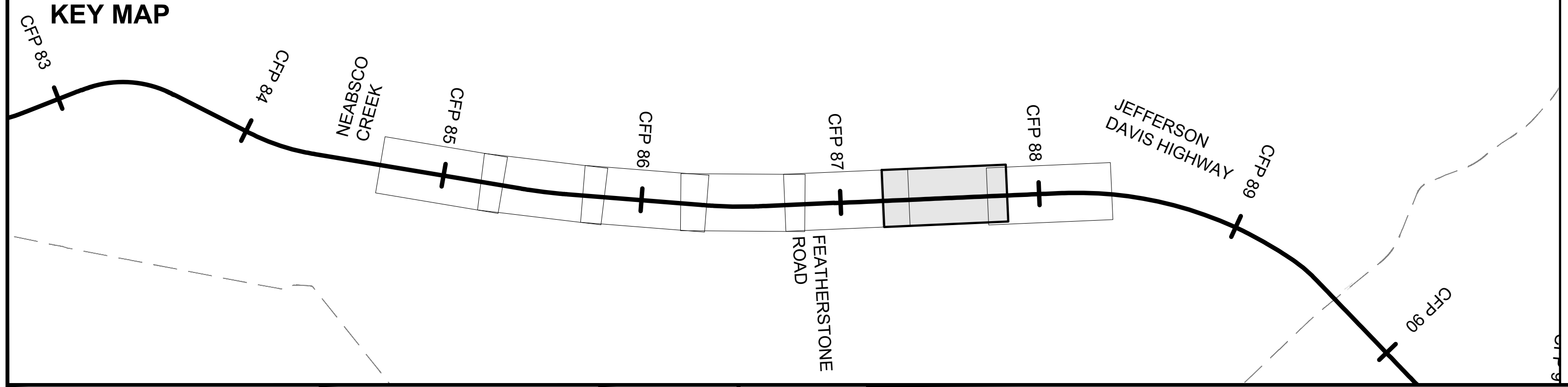
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

ENHANCED VAL MAP - DESIGN

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

DATE: 3/16/2021

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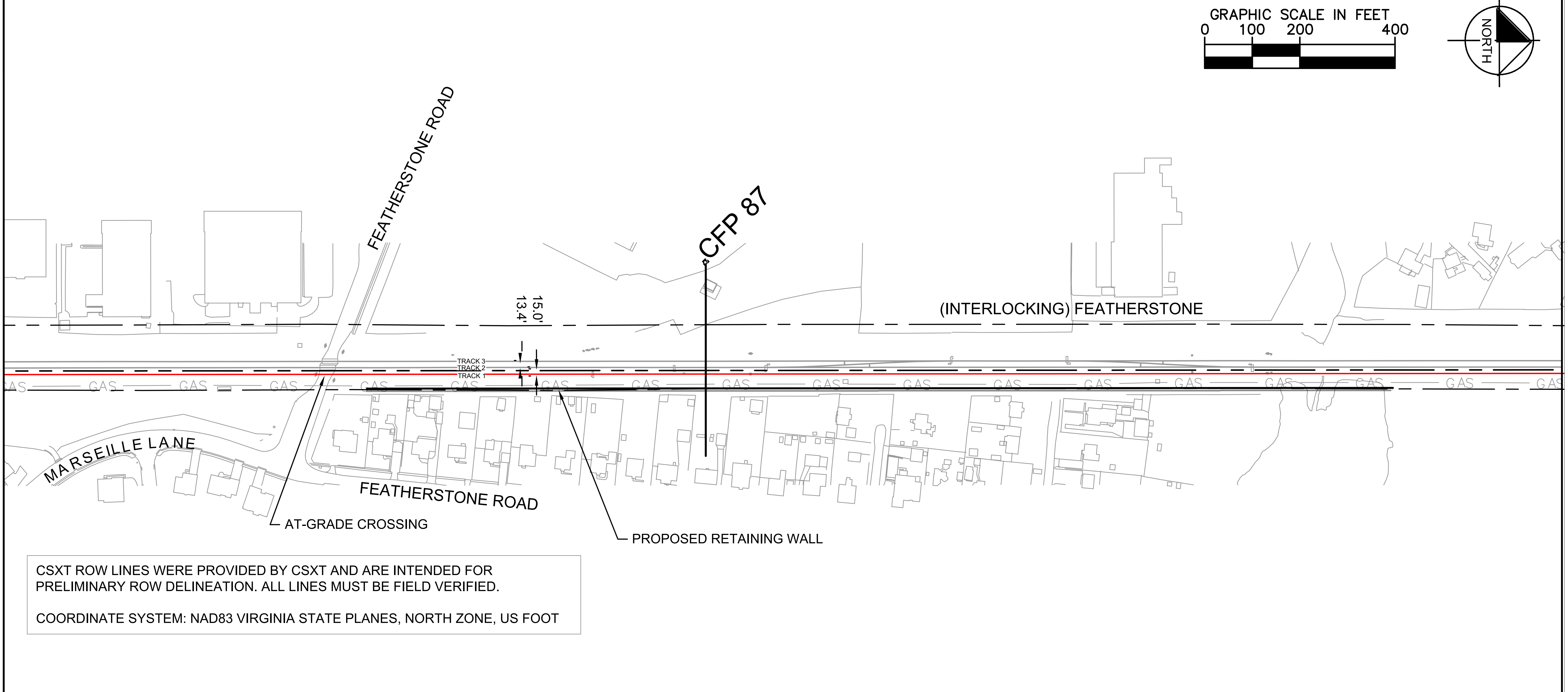
OF
EV-283

Mar, 16 2021 09:21 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R7A_Neabsco to Woodbridge 3rd Track-D\CAD\Sheets\R7A-XS-Rollplot.dwg By: Sydney.Gravitt



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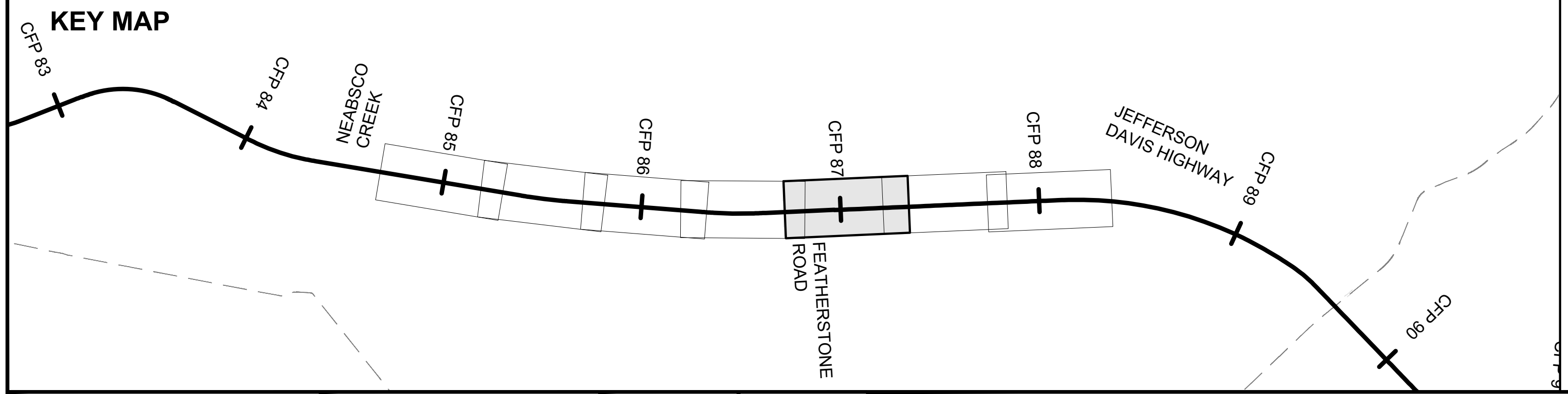
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

DATE: 3/16/2021

Kimley»Horn

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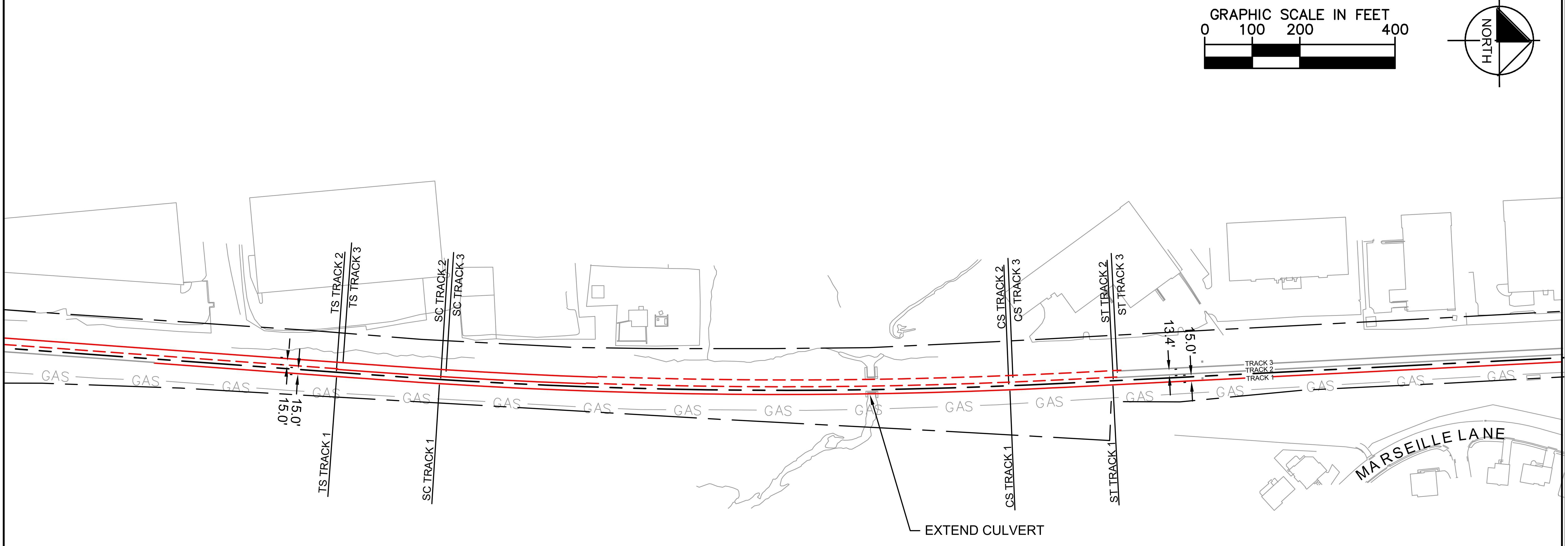
EV-054
OF
EV-283

Mar, 16 2021 09:21 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R7A_Neabsco to Woodbridge 3rd Track-D\CAD\Sheets\R7A-xS-Rollplot.dwg By: Sydney.Gravitt

Exhibit B



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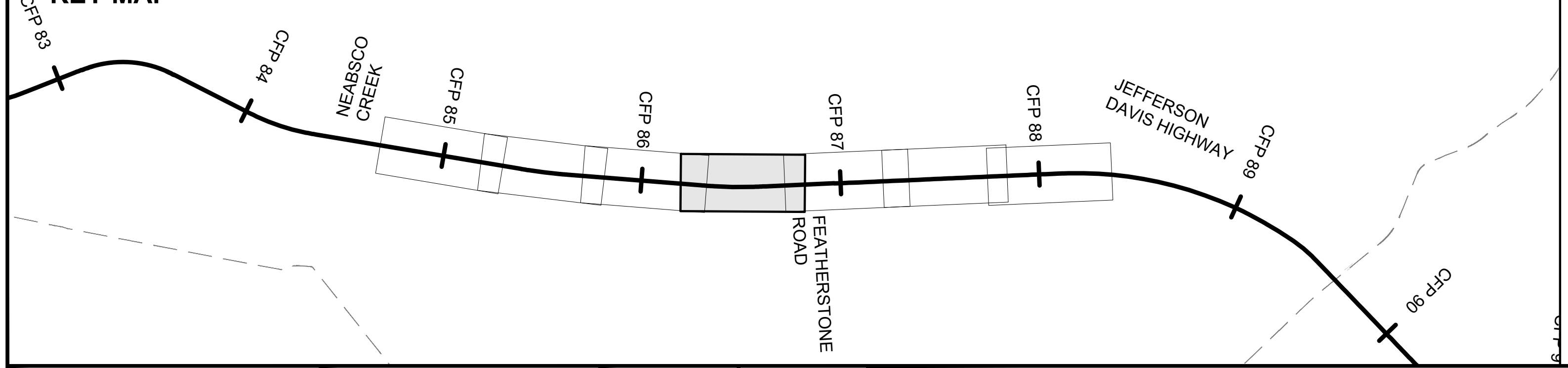
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

DATE: 3/16/2021

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EV-055
OF
EV-283

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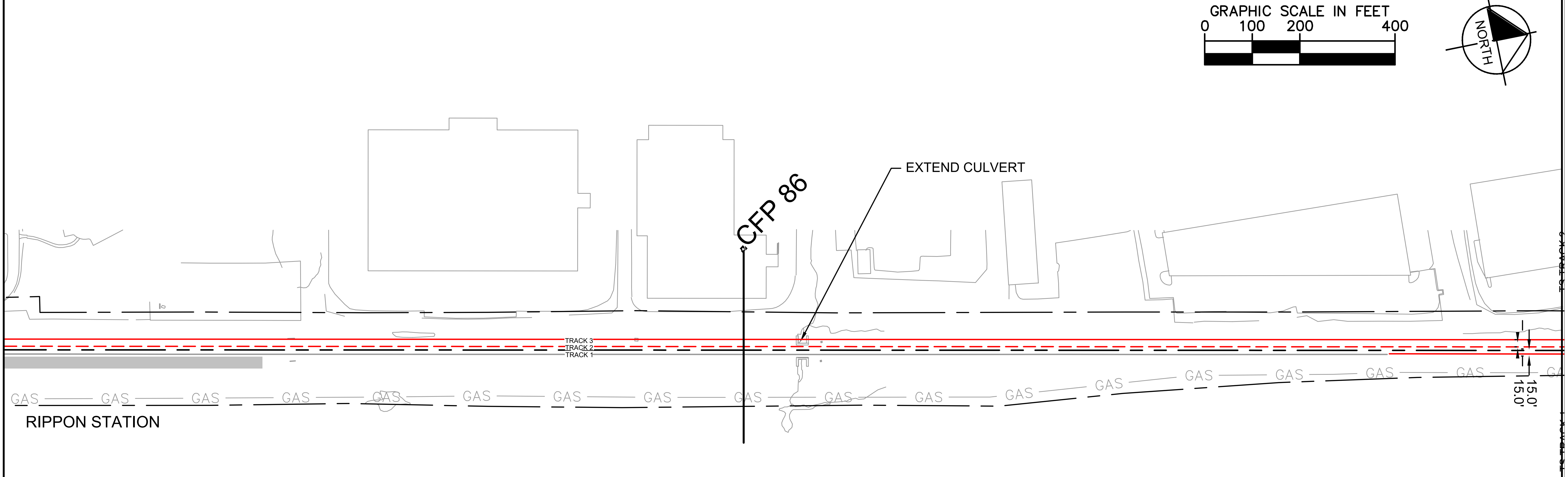

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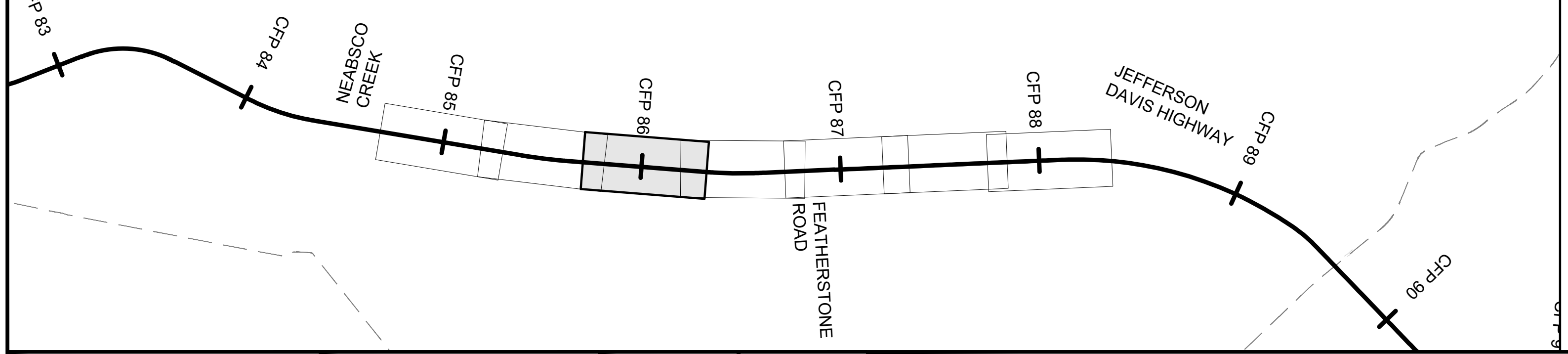
KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

DATE: 3/16/2021

Kimley»Horn

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EV-056
OF
EV-283

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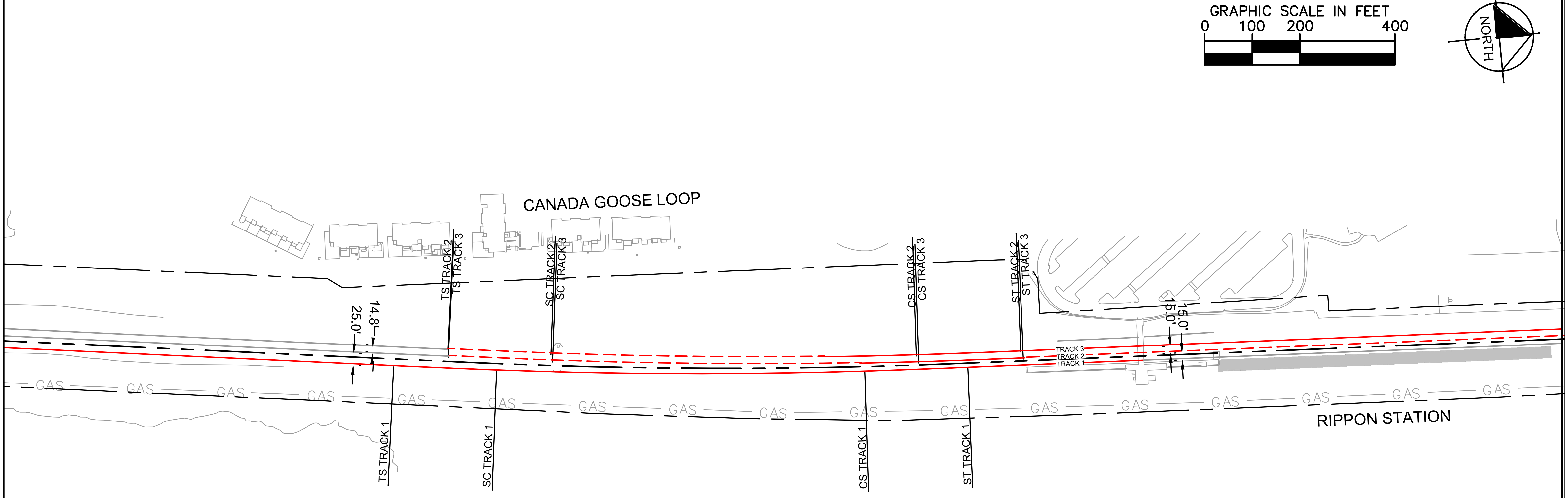
Exhibit B



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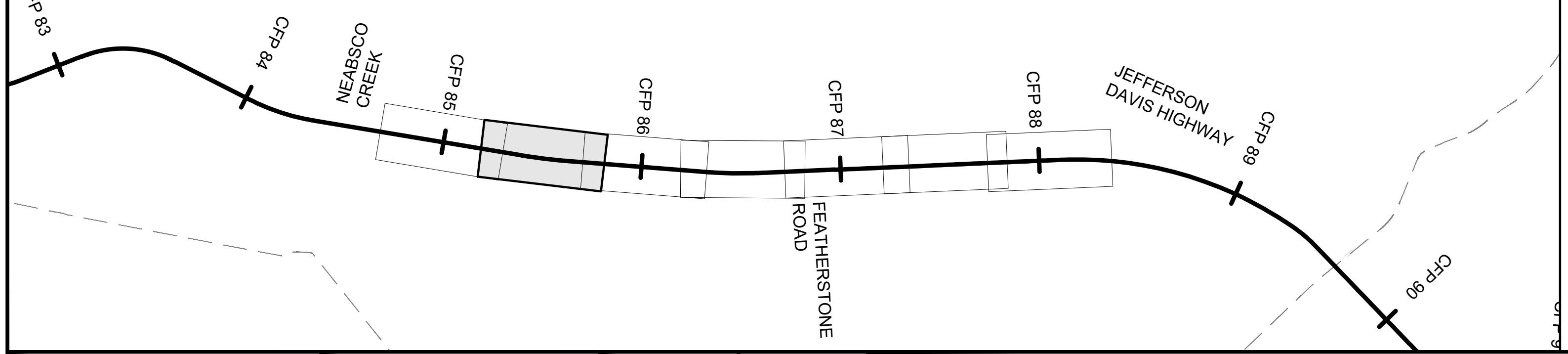

———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28692

DATE: 3/16/2021

Kimley»Horn

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OF
EV-283

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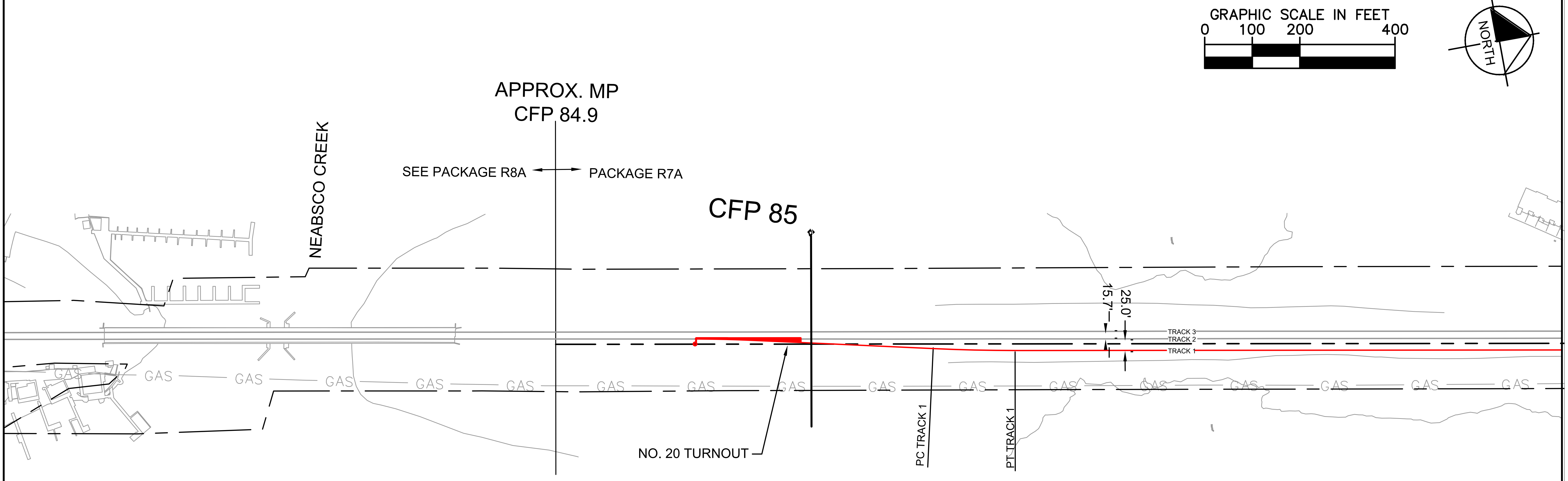

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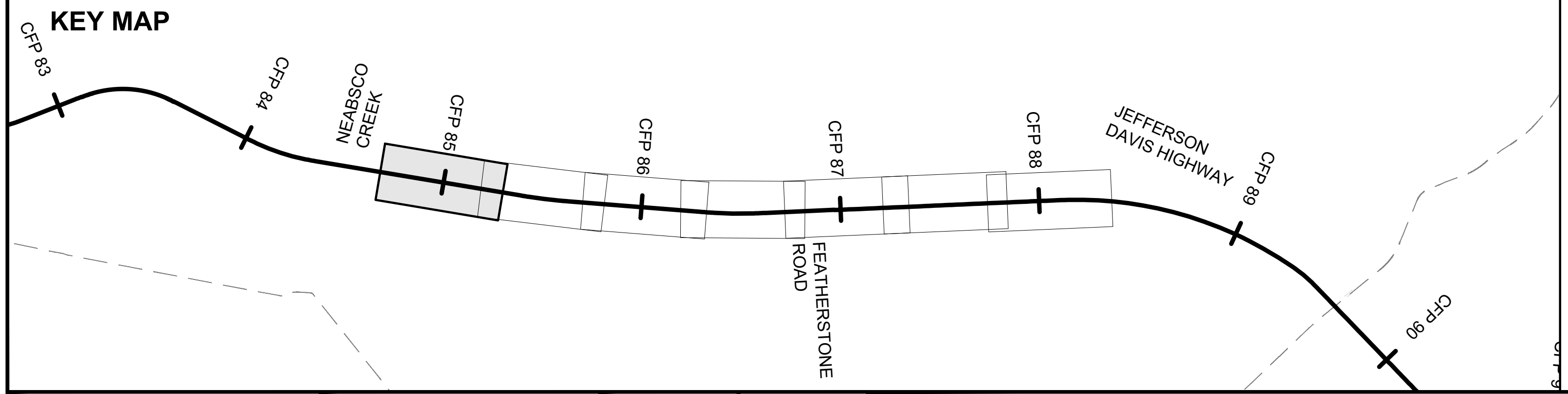
KEY MAP



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———	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28692

DATE: 3/16/2021

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OF
EV-283

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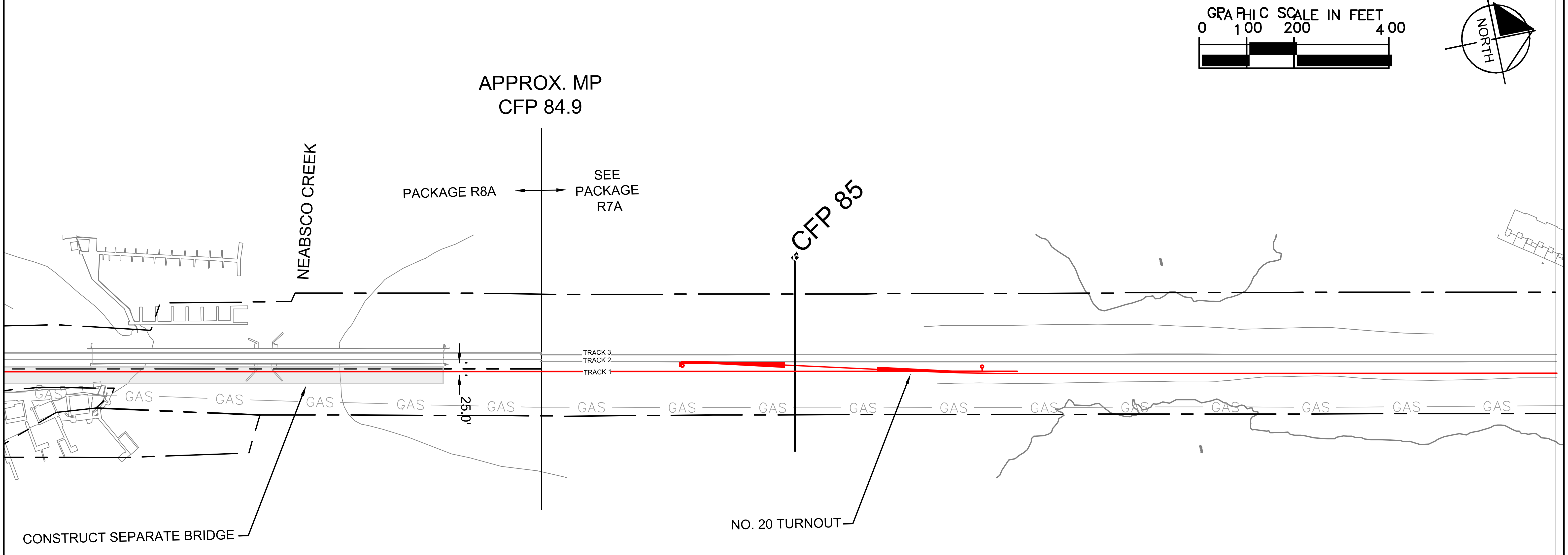

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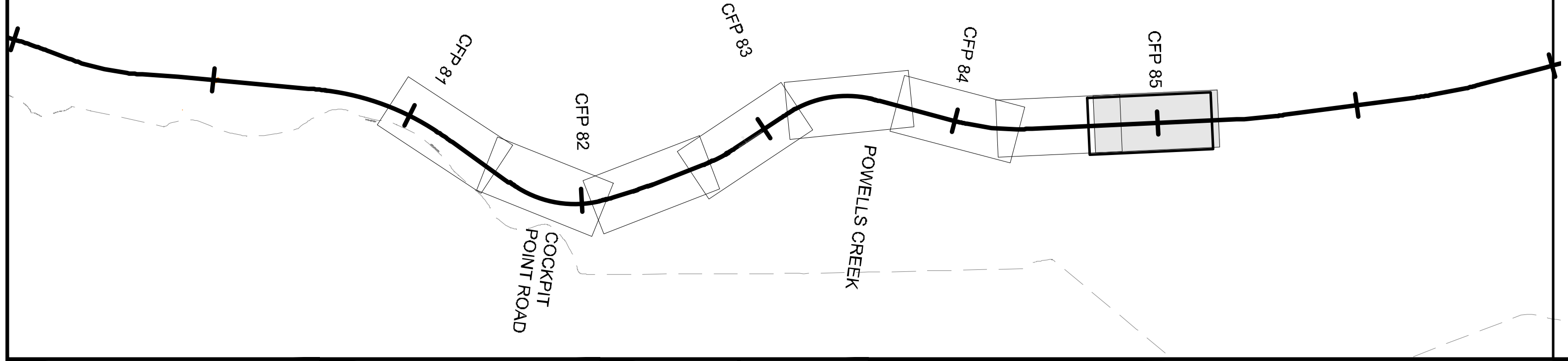
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28692

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-059
OF
EV-283

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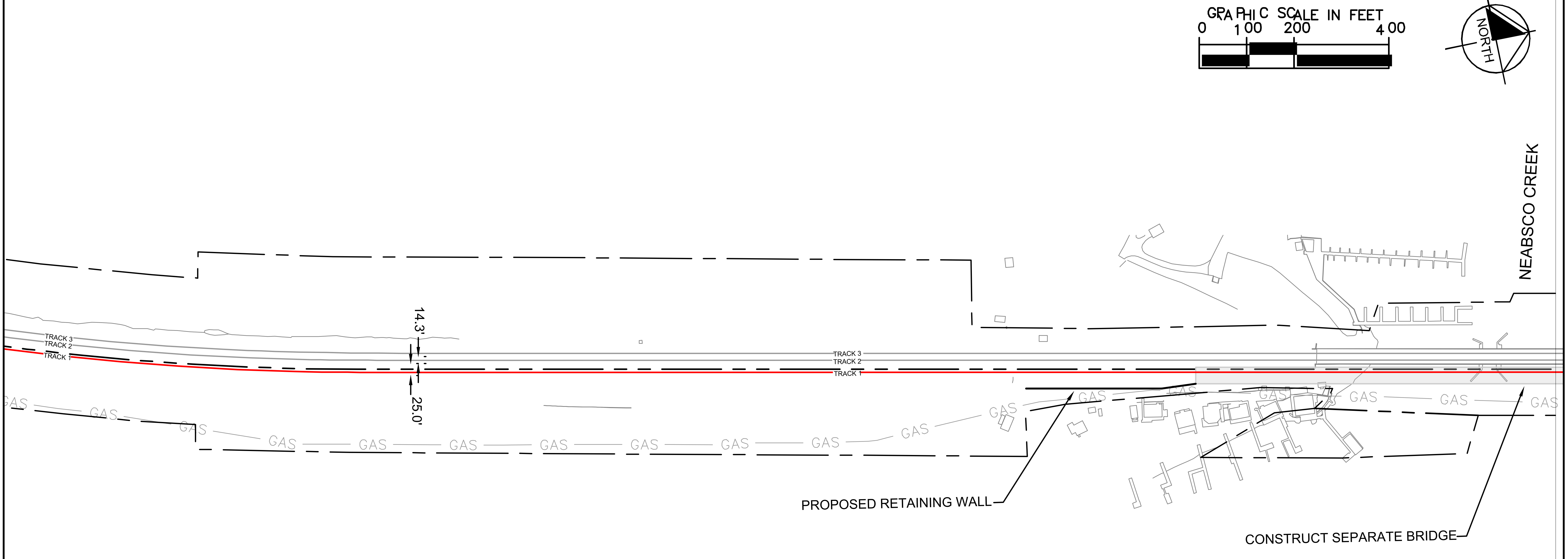
Exhibit B



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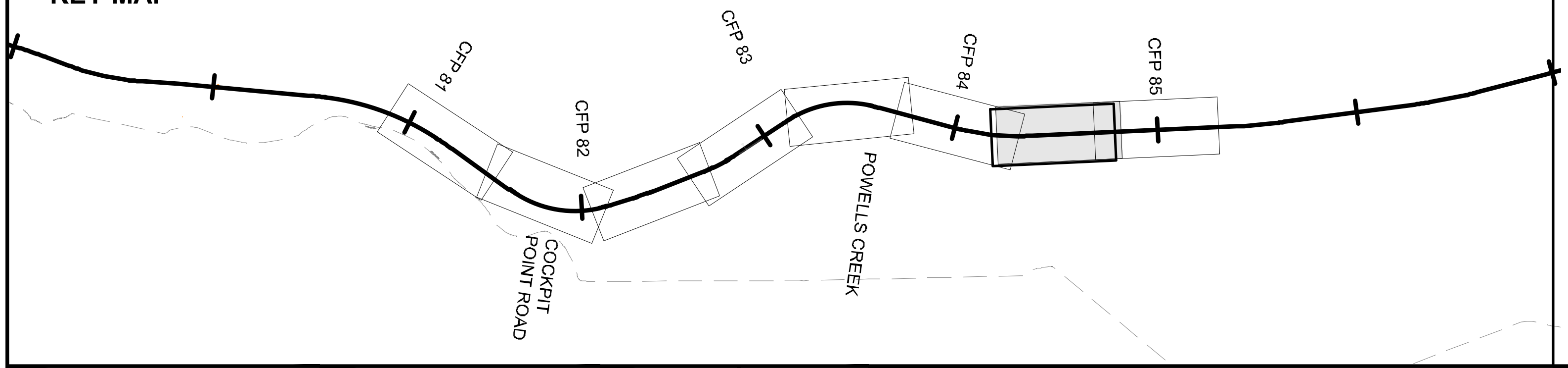
KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
─ - ─	CSXT ROW
─ - - - ─	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28692

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-060
OF
EV-283

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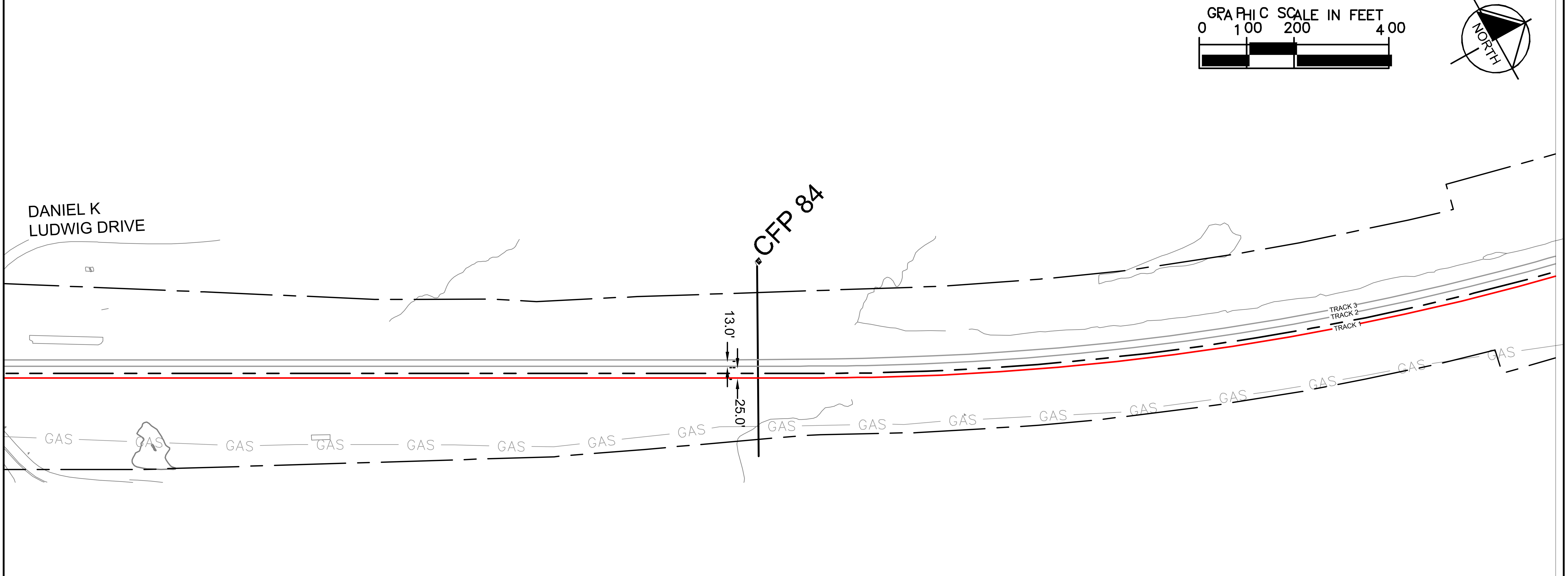

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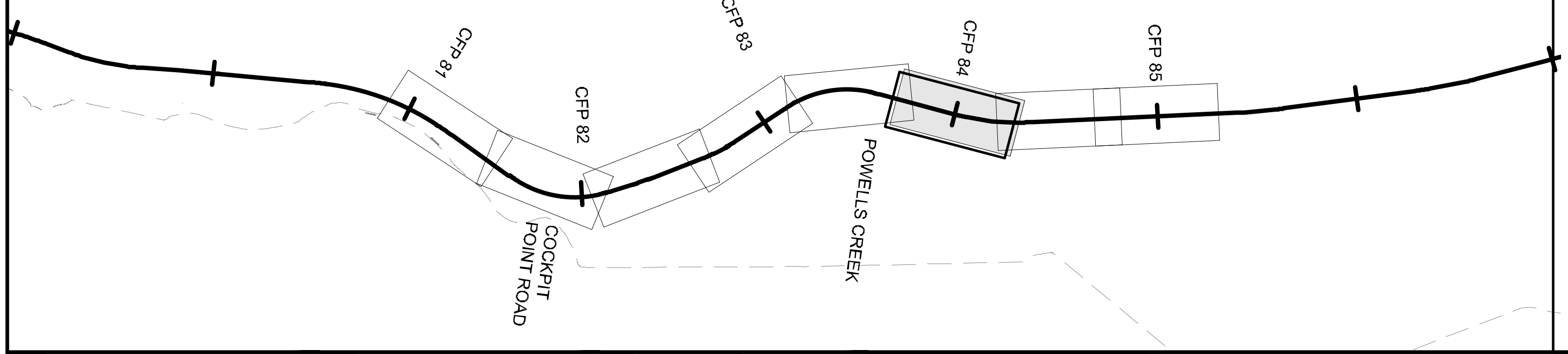
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28691

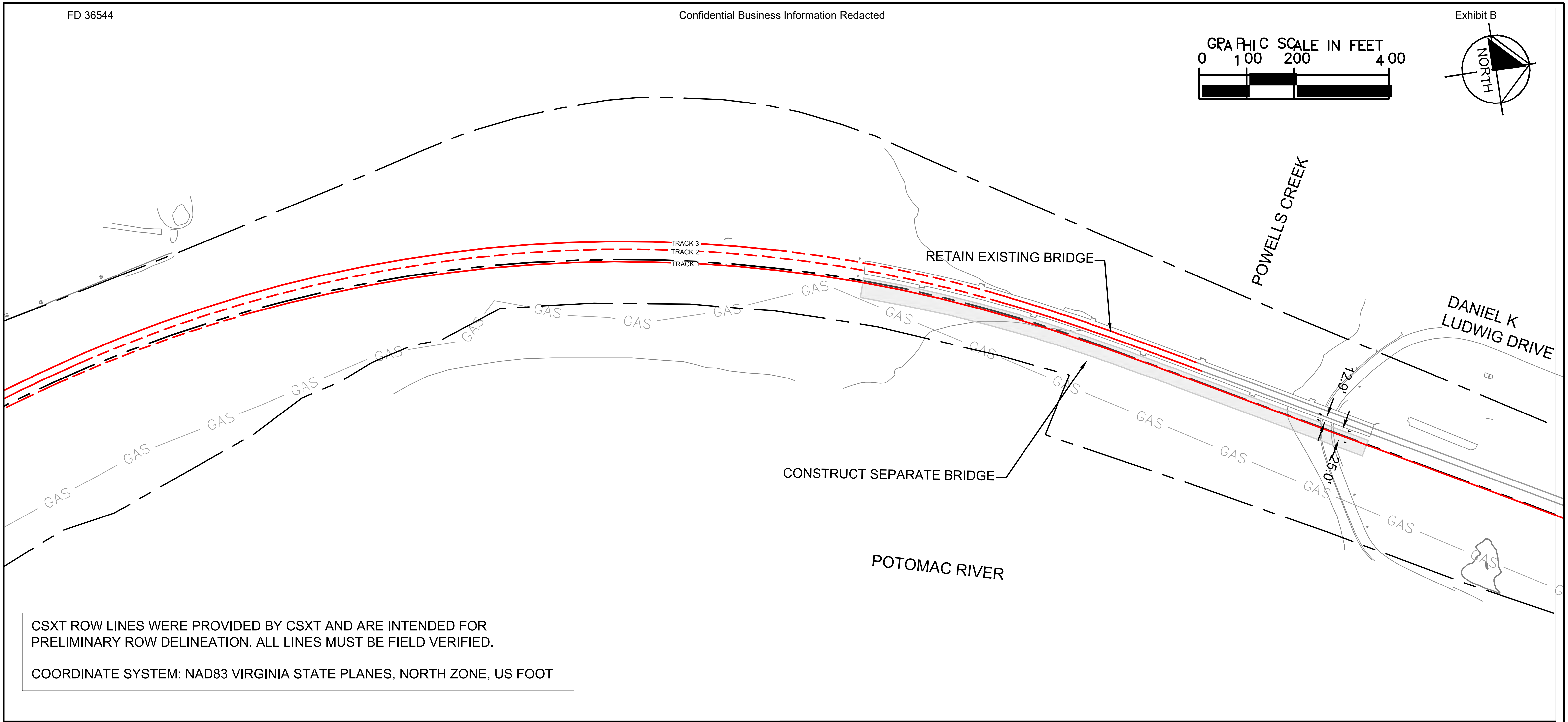
DATE: 3/16/2021

SHEET
EV-061
OF
EV-283

Mar. 18 2021 09:34 am K:\VIA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8A_Powells to Neabsco 3rd Track–G\CAD\Sheets\Railplots\R8ABC–xS–Railplot.dwg By: Sydney.Gravitt

Confidential Business Information Redacted

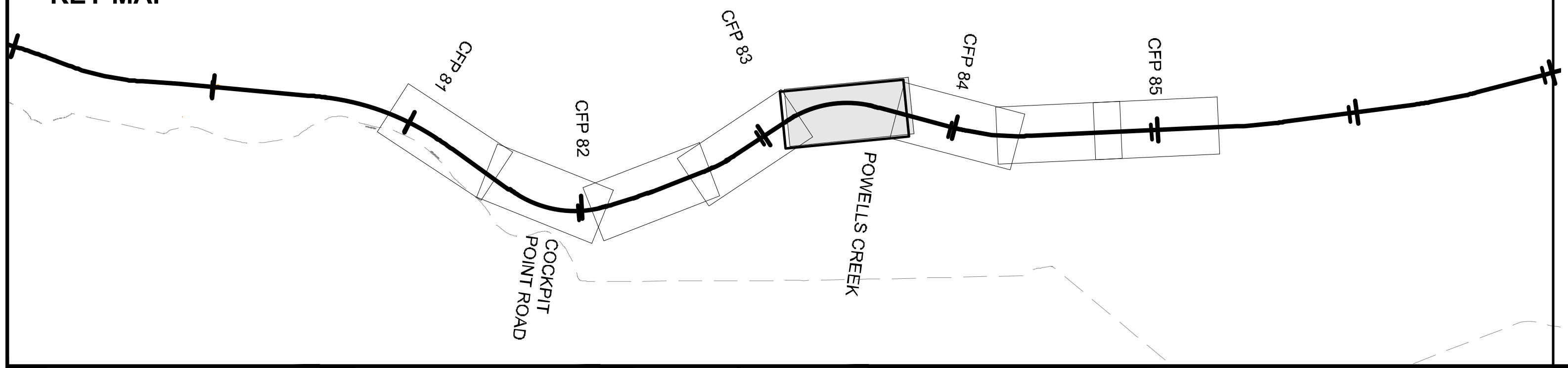
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

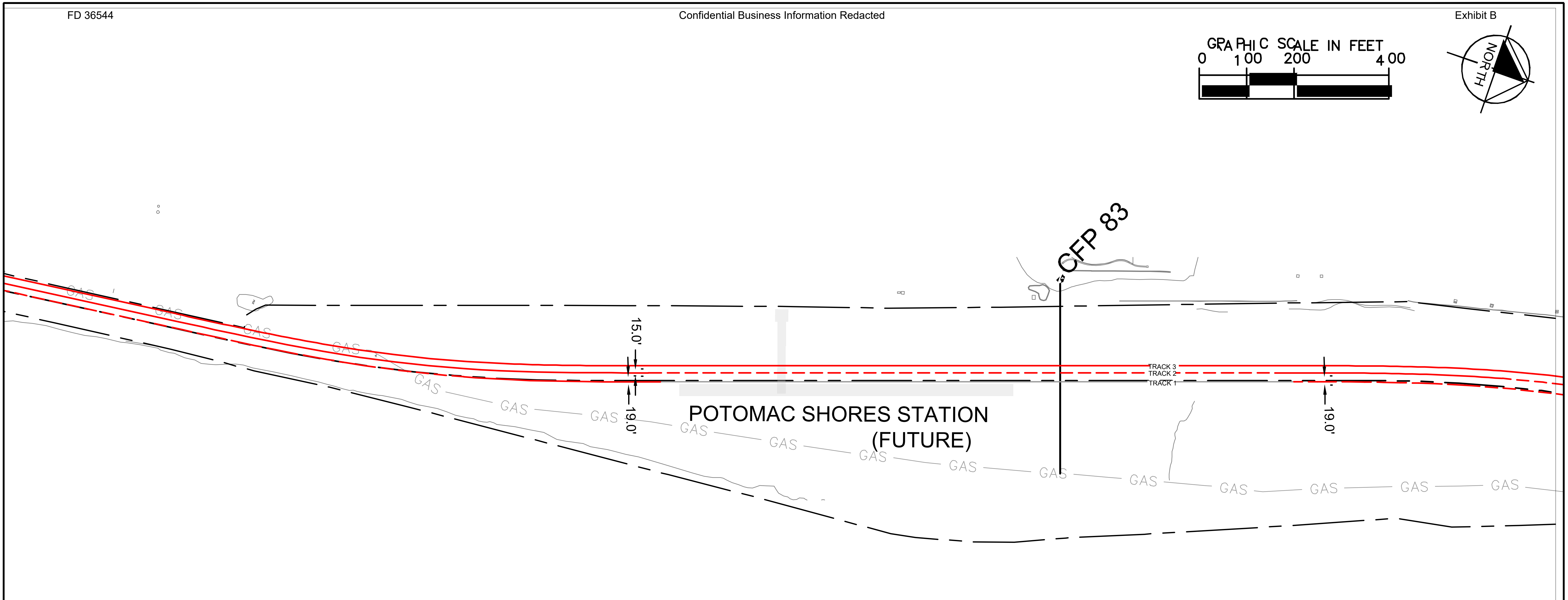
CSXT VAL MAP:V28691

DATE: 3/16/2021

Kimley»Horn

Confidential Business Information Redacted

Exhibit B



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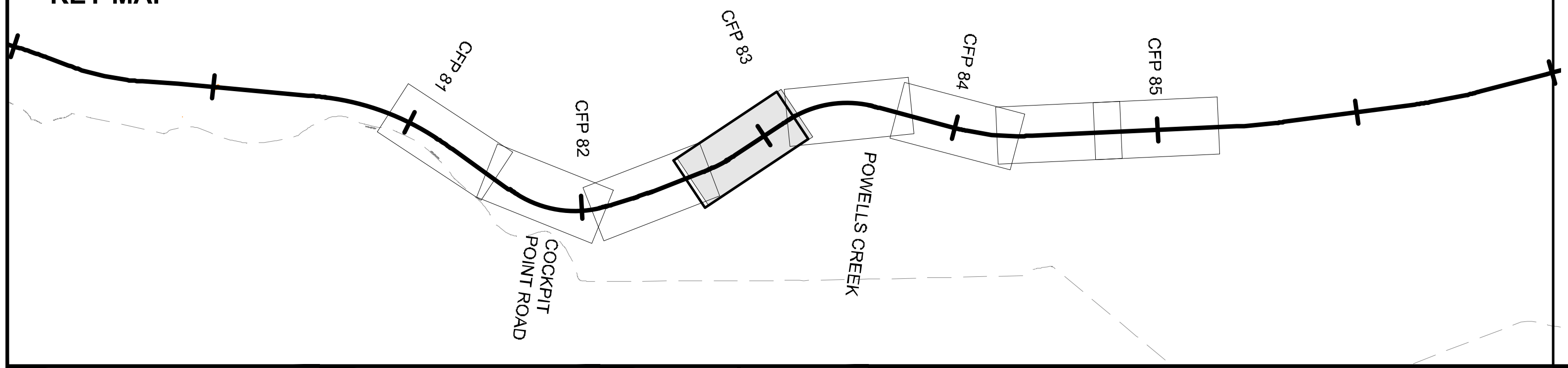
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

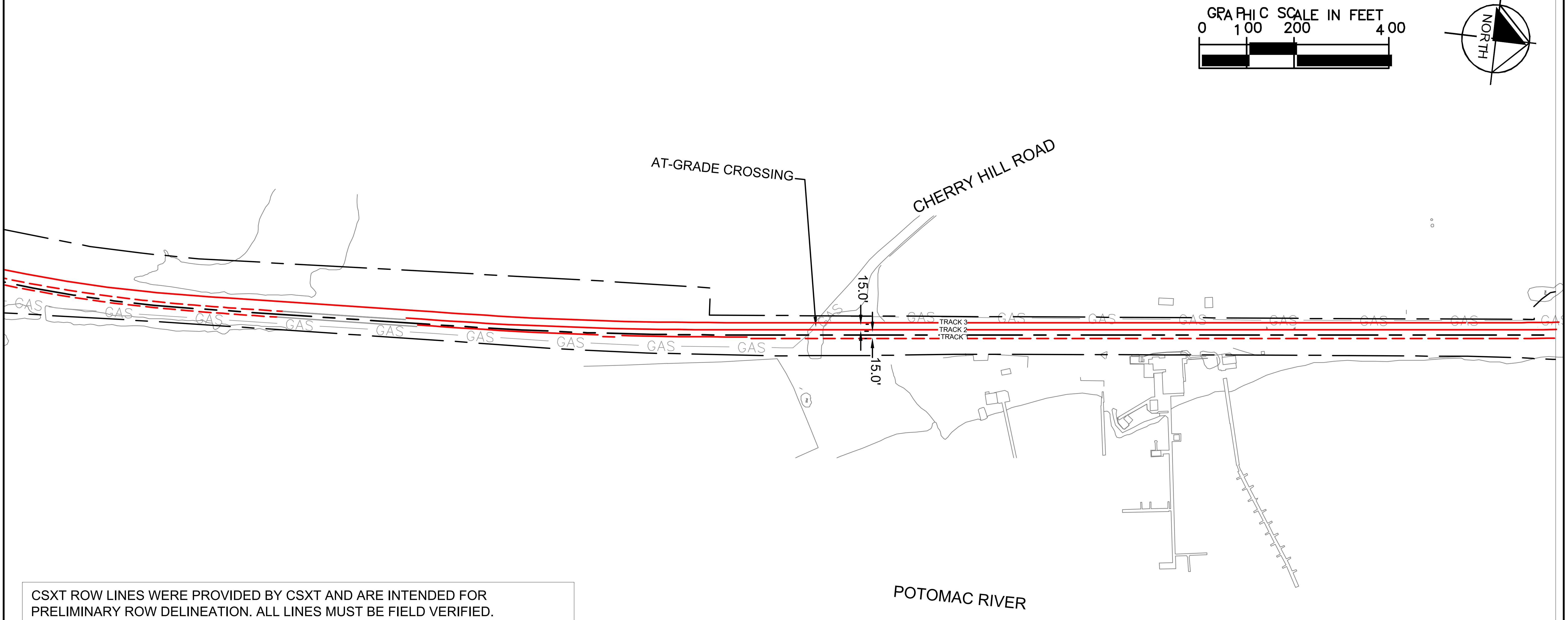
CSXT VAL MAP:V28691

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-063
OF
EV-283

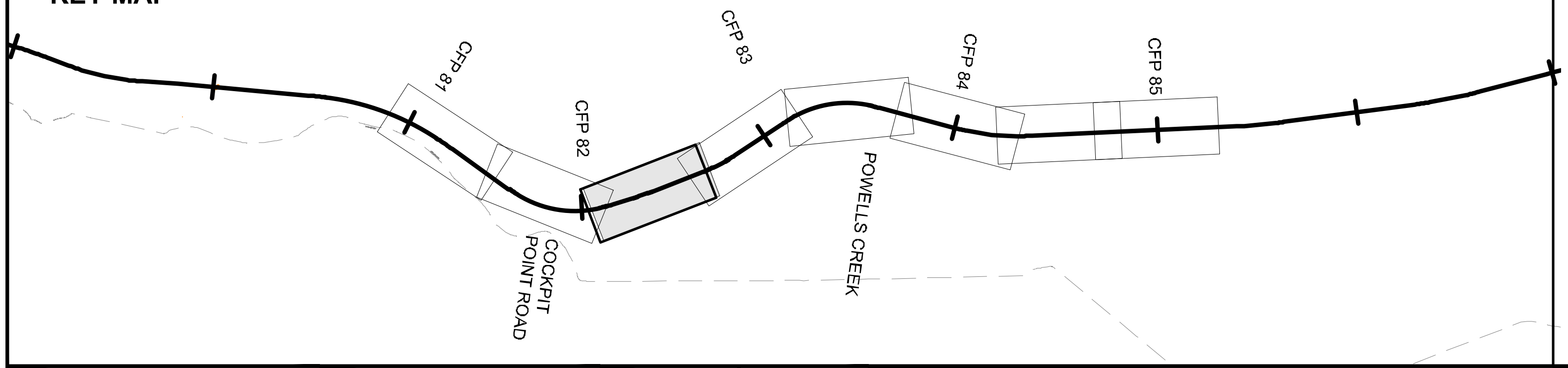
Mar. 16 2021 09:34 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8A_Powells to Neabsco 3rd Track-G\CAD\Sheets\Railplots\R8ABC-xS-Railplot.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

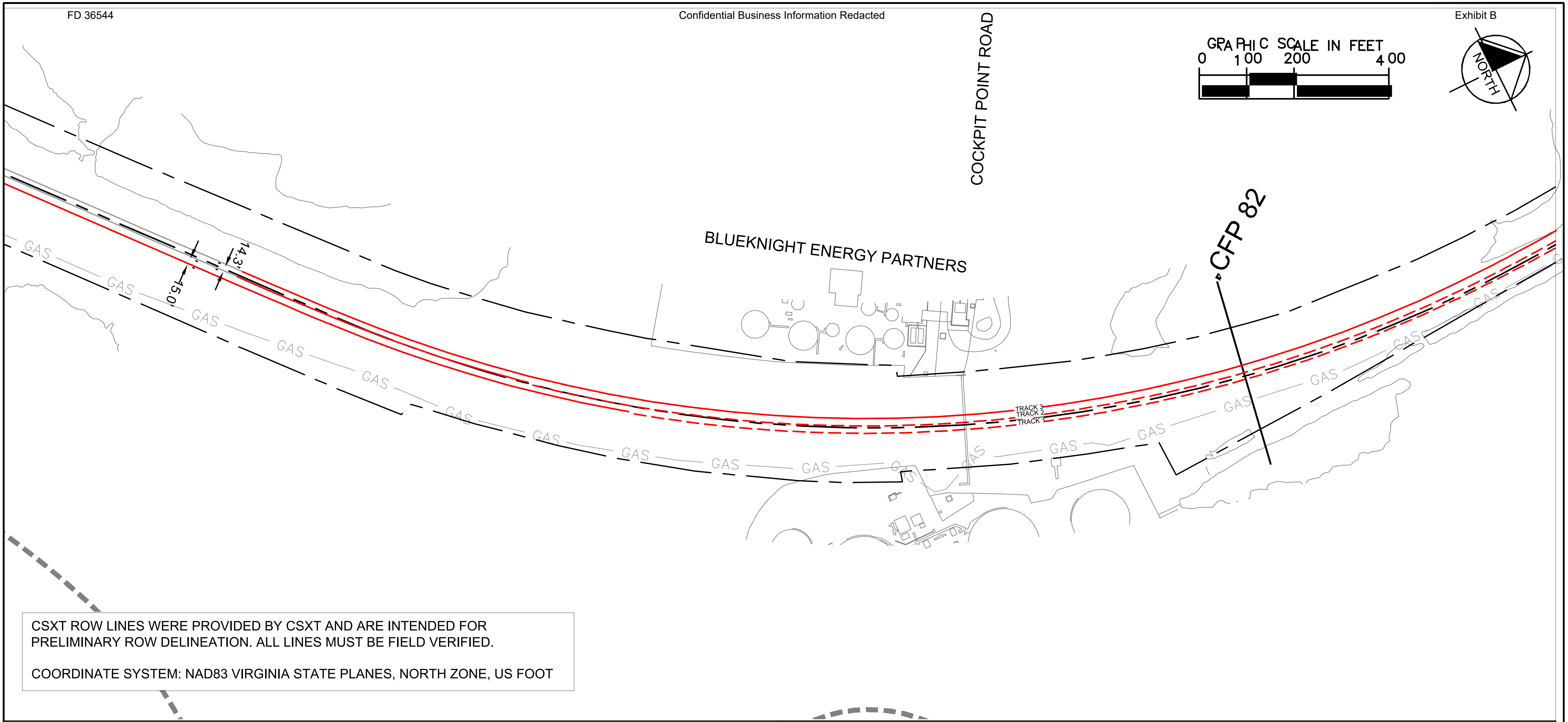
CSXT VAL MAP:V28691

DATE: 3/16/2021

Kimley»Horn

SHEET EV-064 OF EV-283

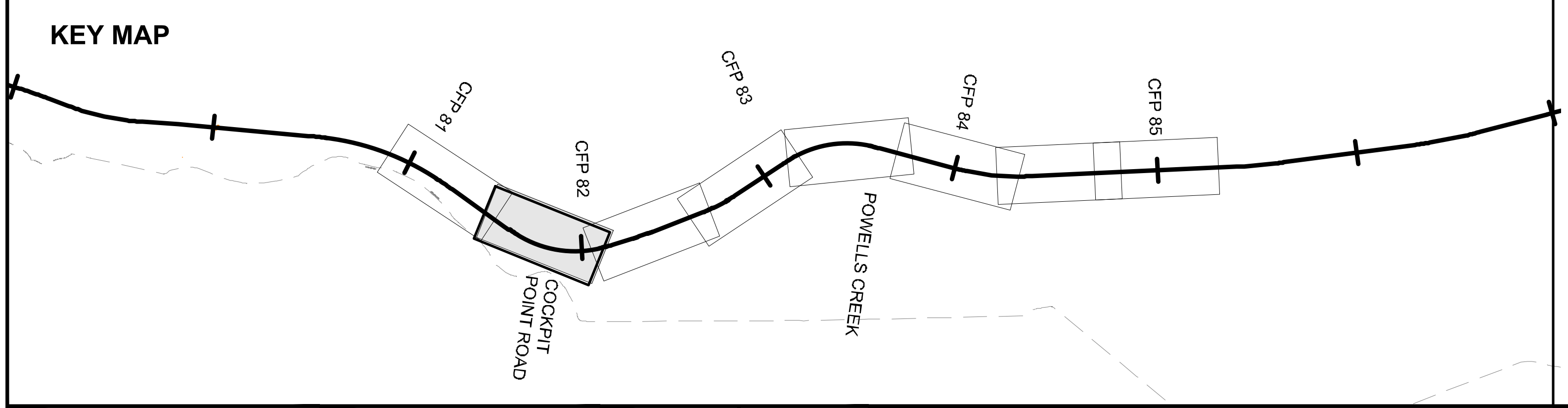
Mar. 16 2021 09:34 am K:\VIA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R8A_Powells to Neabsco 3rd Track-G\CAD\Sheets\Railplots\R8ABC-xS-Railplot.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

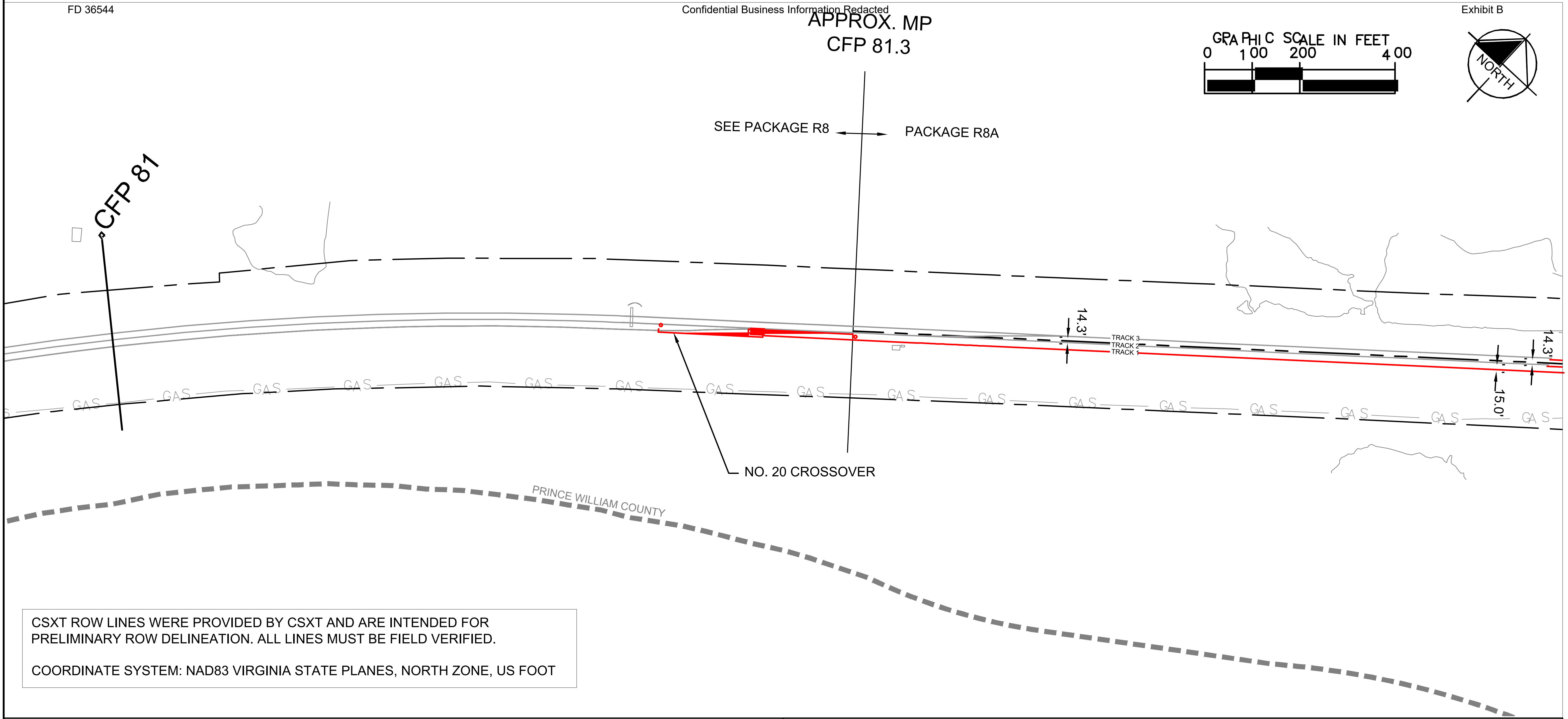
CSXT VAL MAP:V28691

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-065
OF
EV-283

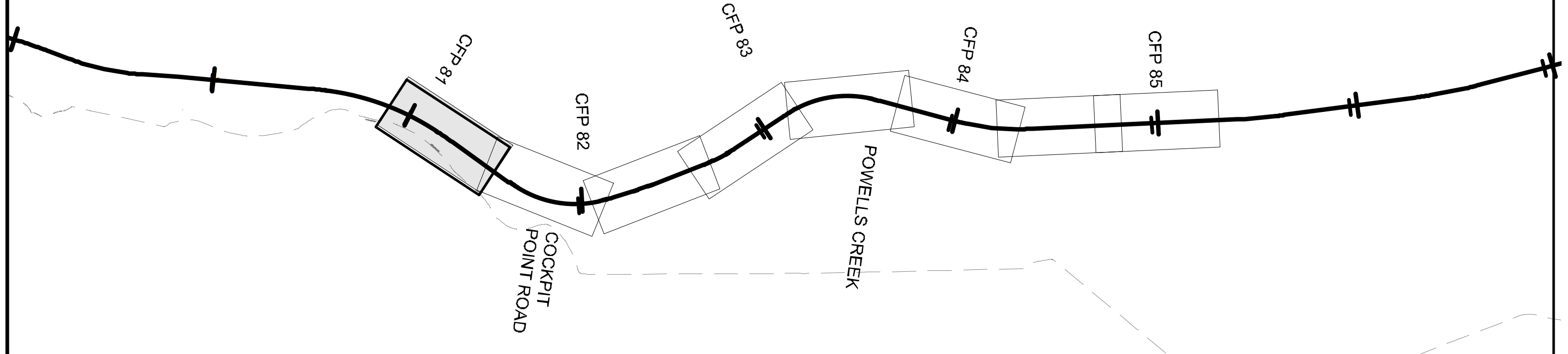
Mar. 16 2021 09:34 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8A_Powells to Neabsco 3rd Track-G\CAD\Sheets\Railplots\R8ABC-xS-Railplot.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	─ ‒ ‒ ─	CSXT-DRPT DELINEATION
──	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
─ ‒ ─	CSXT ROW		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

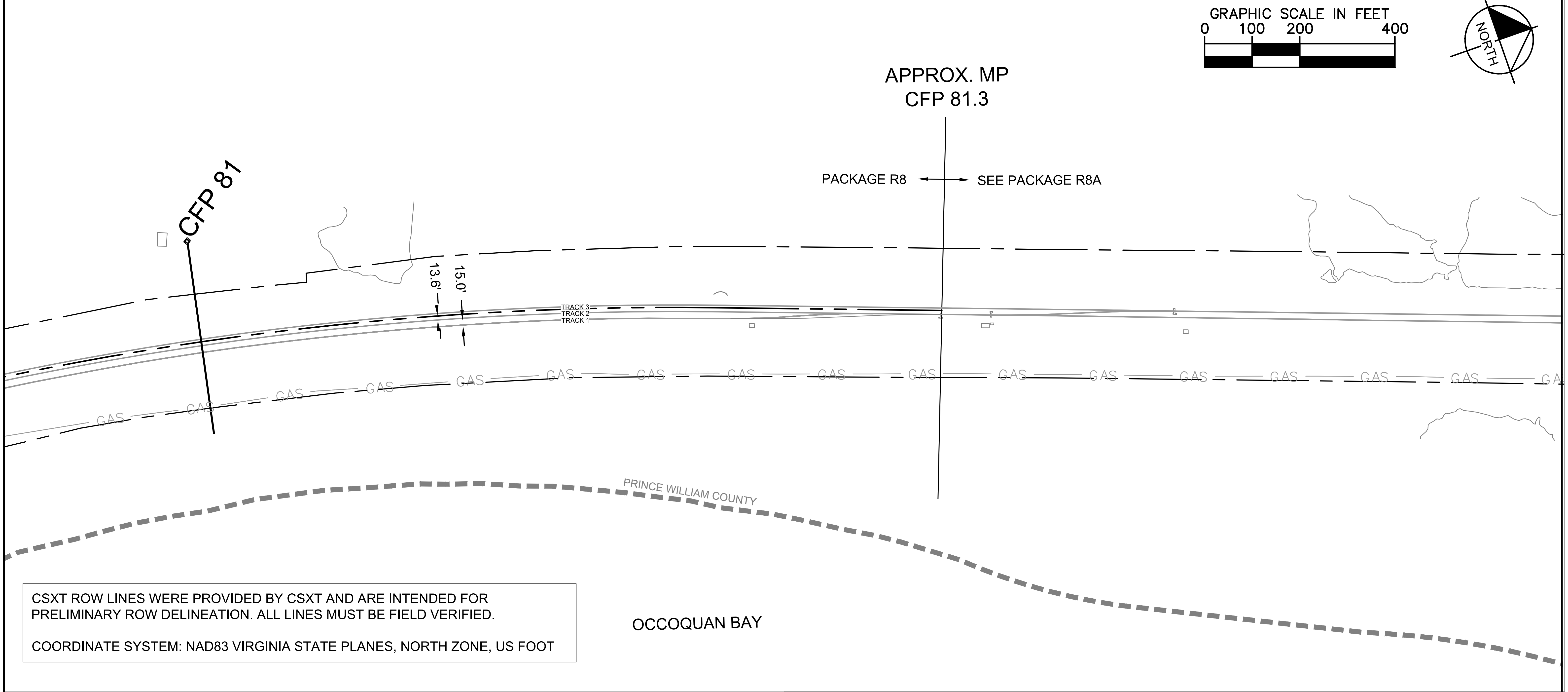
CSXT VAL MAP:V28566

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-066
OF
EV-283

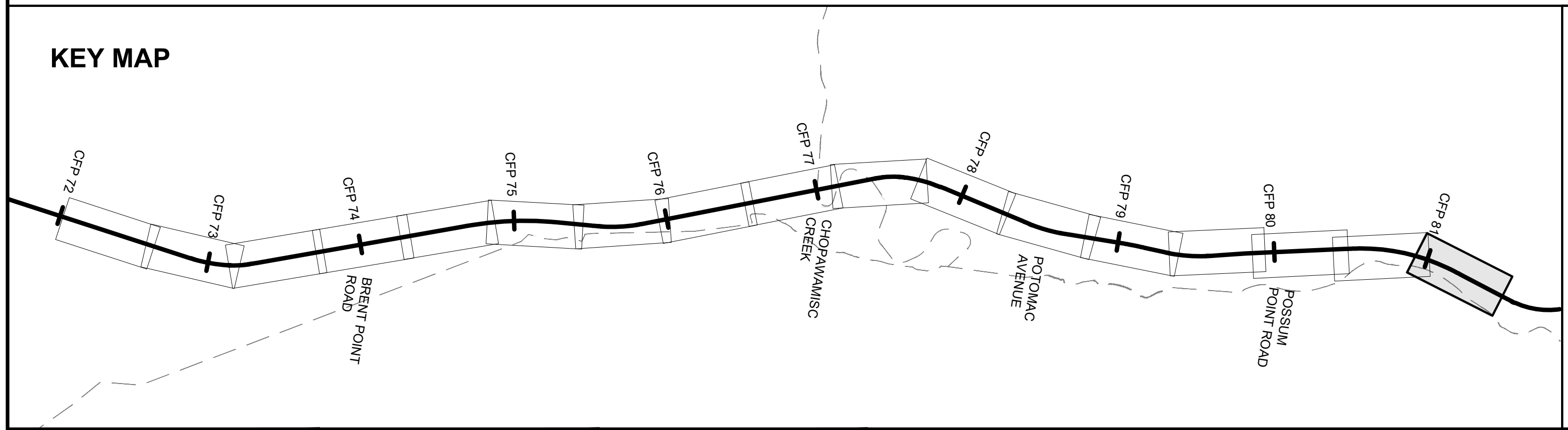
Mar. 18 2021 08:34 am K:\VA_Transit\113282000 – Atlantic Gateway Program\Production\AIP\Task 10 – Technical Assistance_R8A_Powells to Neabsco 3rd Track-d\CAD\Sheets\Rollplots\R8ABC-x3-Rollplot.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK
──	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

CSX How tomorrow moves DRPT

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

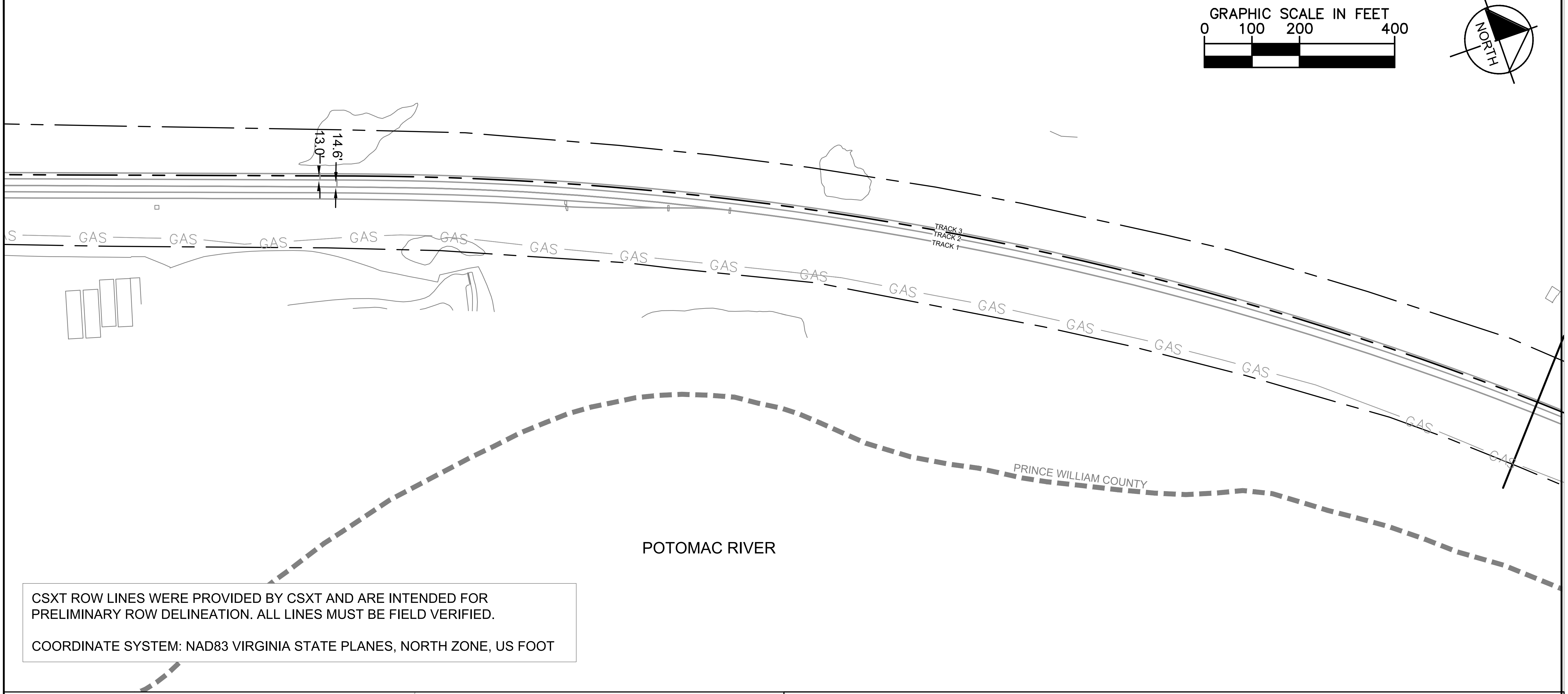
CSXT VAL MAP:V28566

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-067
OF
EV-283

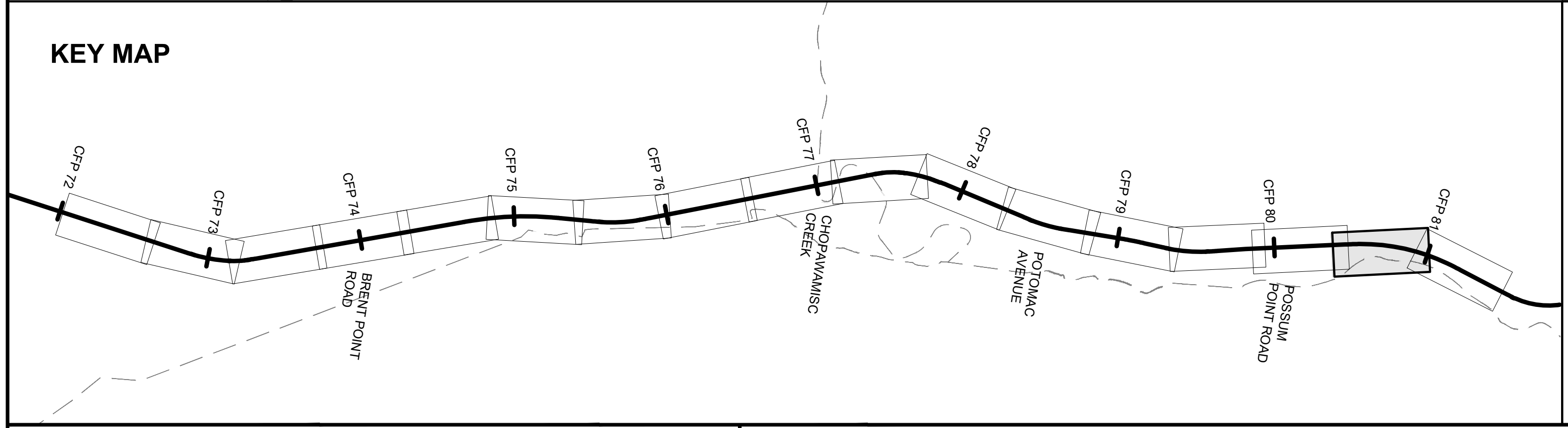
Mar, 16 2021 09:51 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D-xS-Rollplot kmc.dwg By: SydneyGravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	■ ■ ■ ■	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

ENHANCED VAL MAP - DESIGN

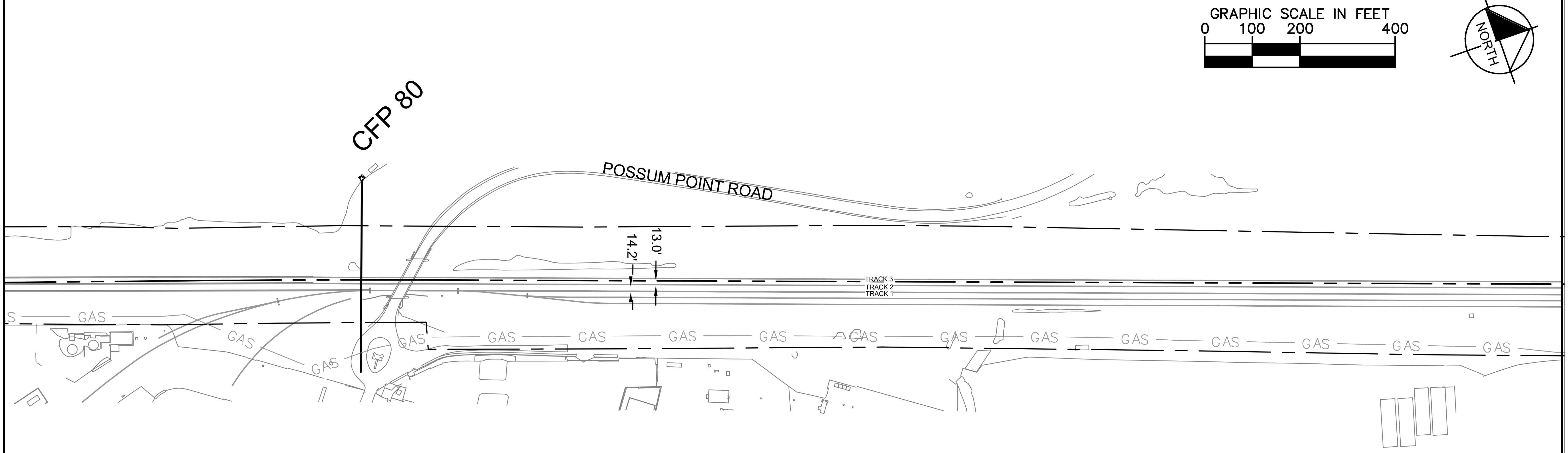
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28565

DATE: 3/16/2021

SHEET
EV-068
OF
EV-283

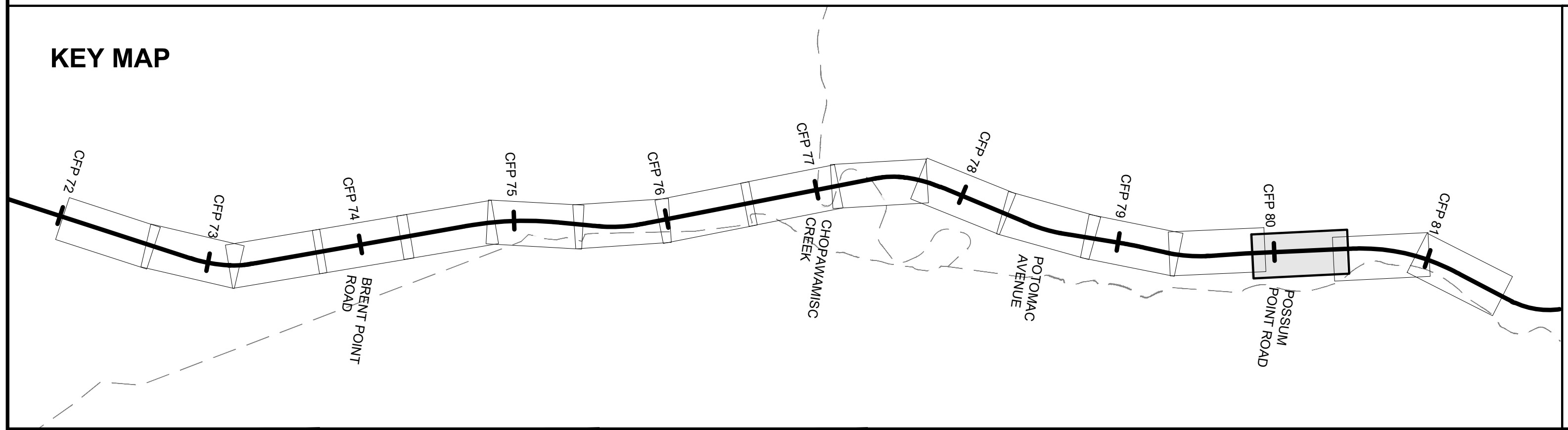
Mar. 16 2021 09:51 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D--S-Rollplot bmc.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
──	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

CSX How tomorrow moves
DRPT

ENHANCED VAL MAP - DESIGN
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28565
DATE: 3/16/2021
Kimley»Horn

SHEET
EV-069
OF
EV-283

Mar, 16 2021 09:52 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D-XS-Rollplot kmc.dwg By: SydneyGravitt

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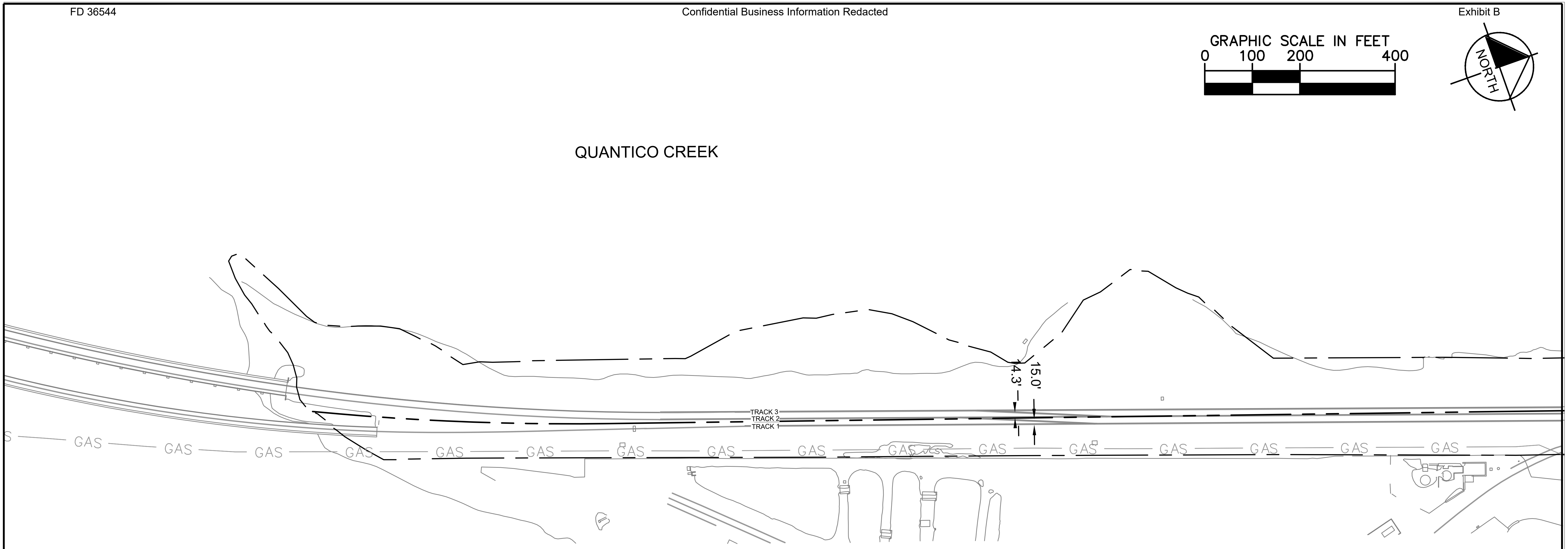
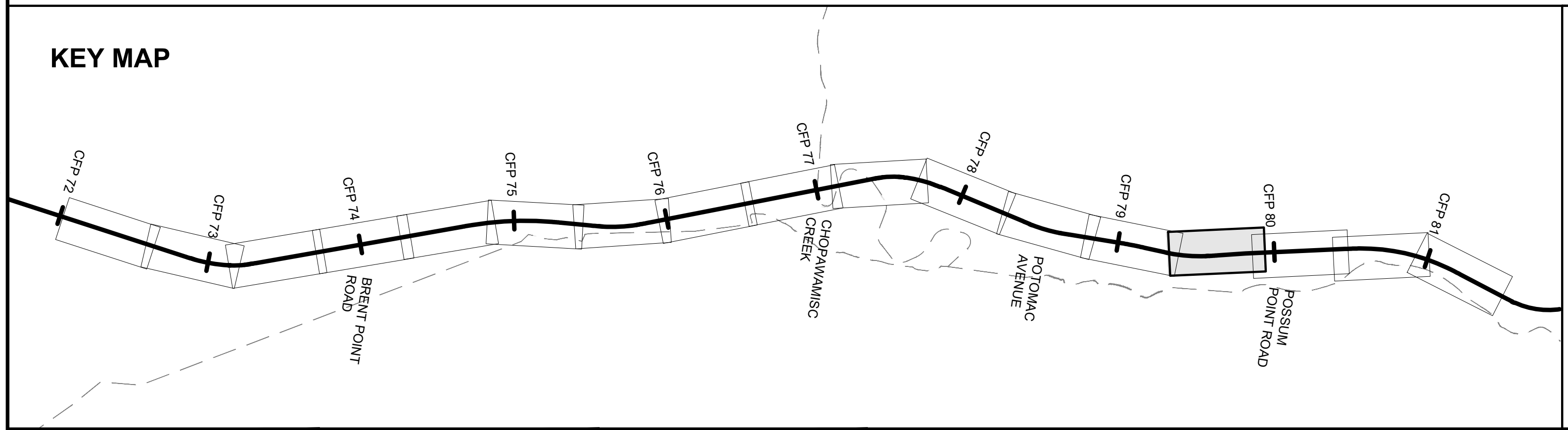
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
🟥 ——	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Prince William County

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28564

DATE: 3/16/2021

SHEET
EV-070
OF
EV-283

Mar, 16 2021 09:52 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D-XS-Rollplot hmc.dwg By: SydneyGravitt

FD 36544

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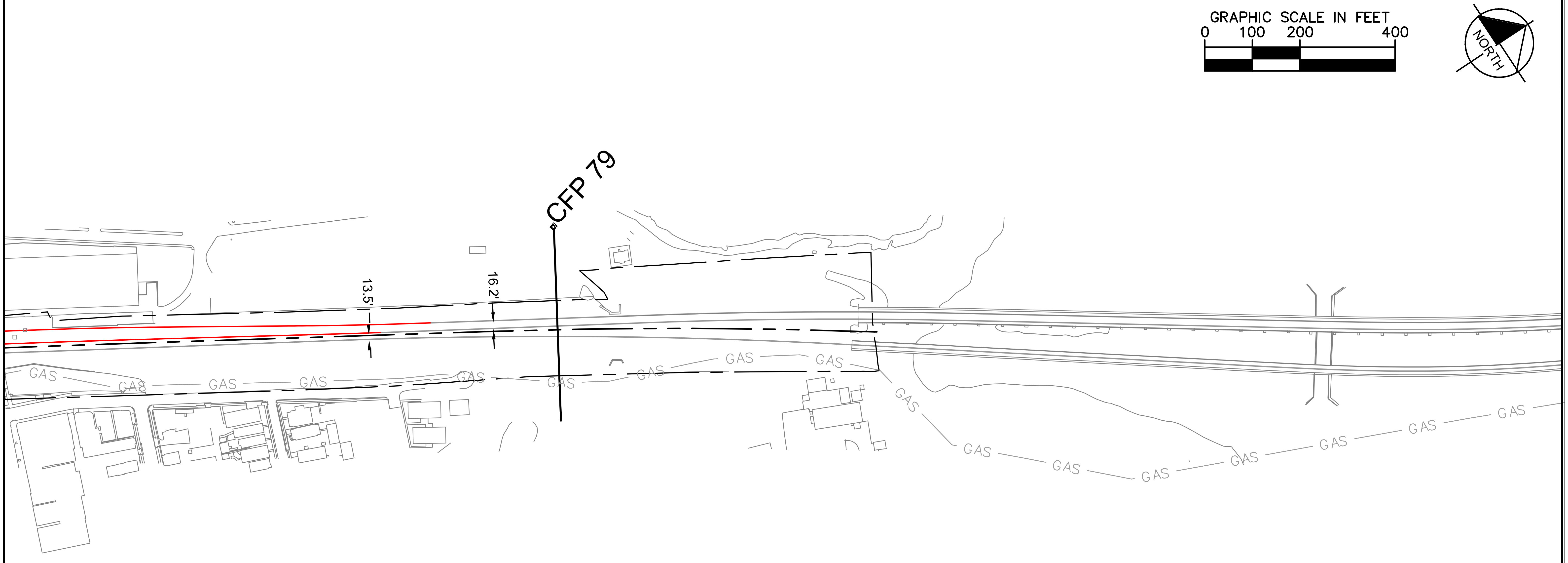
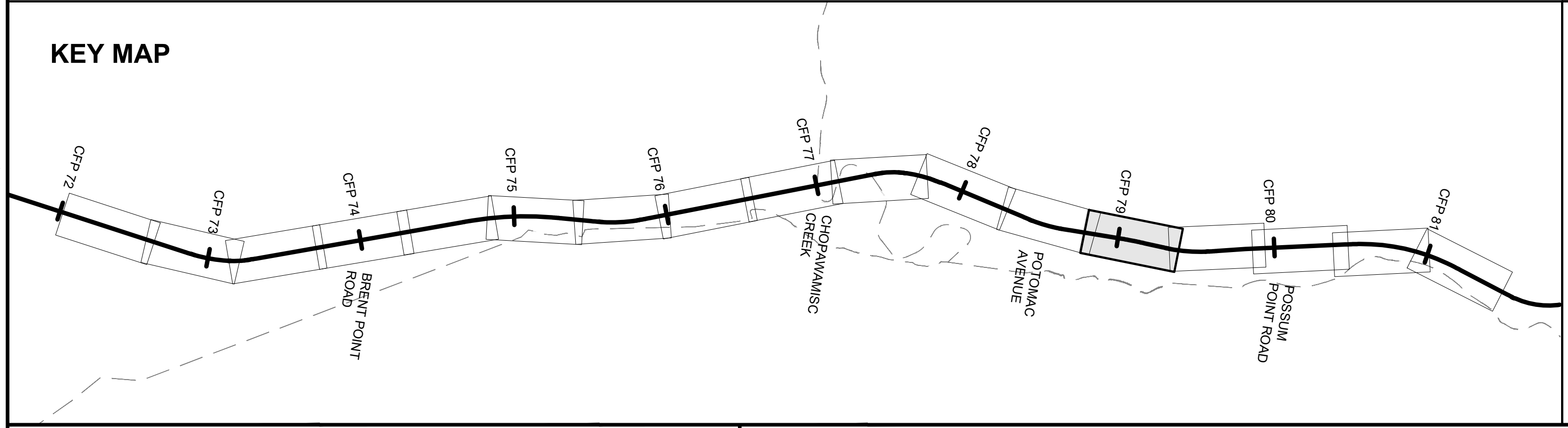
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28564

DATE: 3/16/2021

SHEET
EV-071
OF
EV-283

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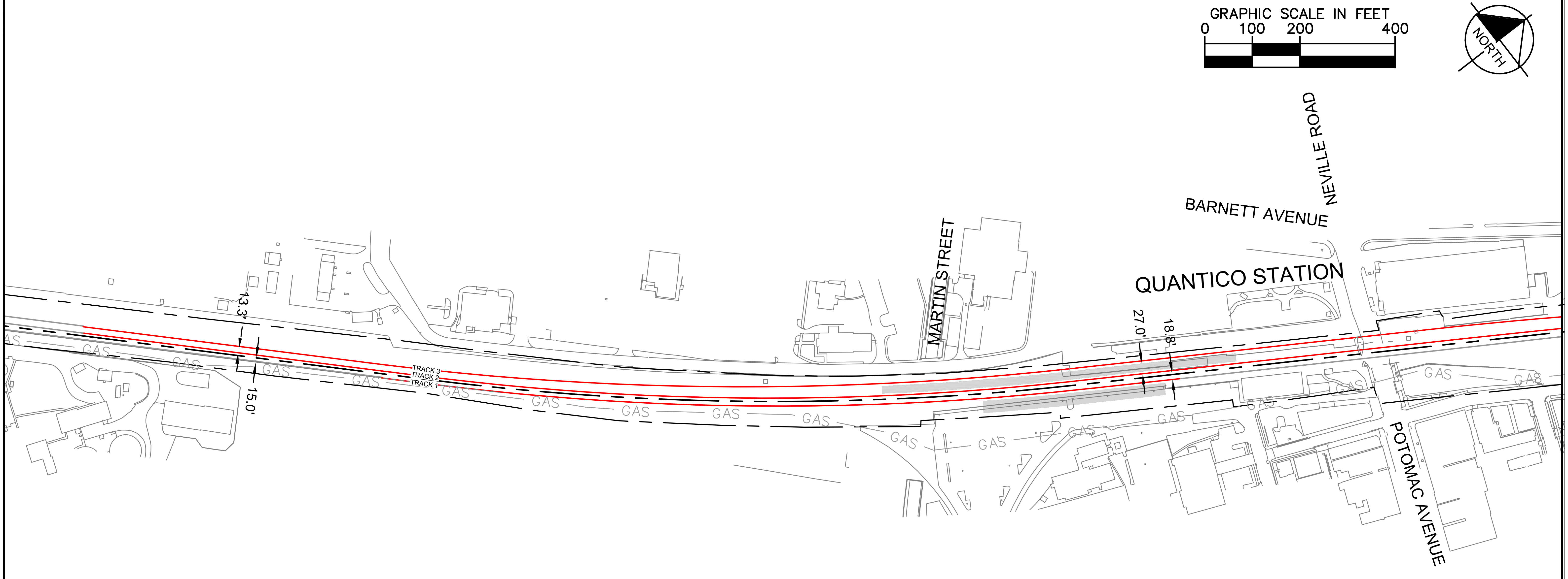
Exhibit B



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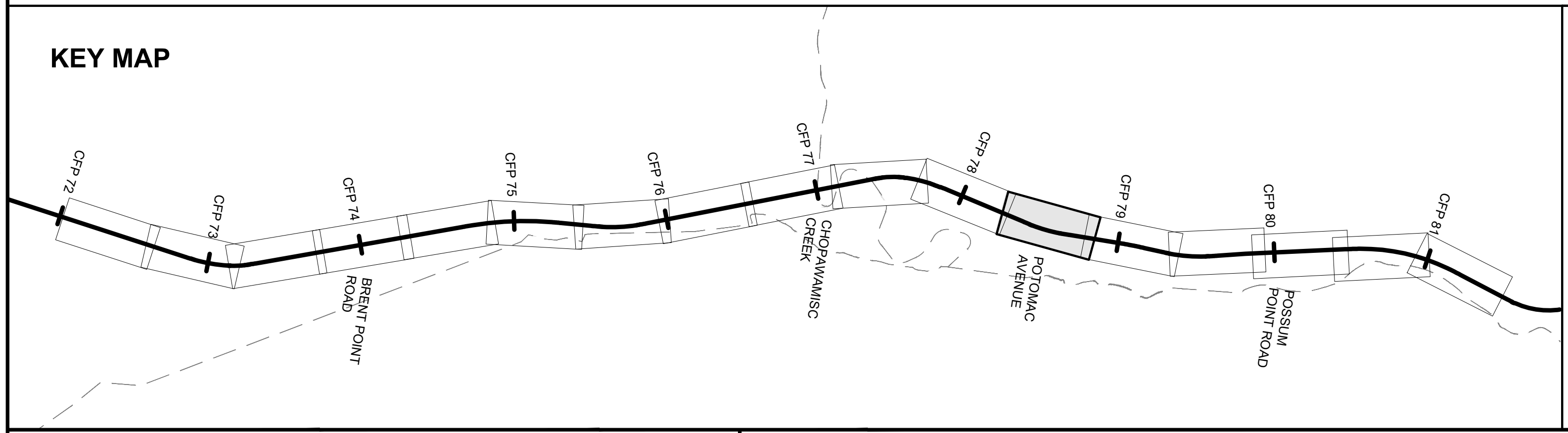
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County/Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28562

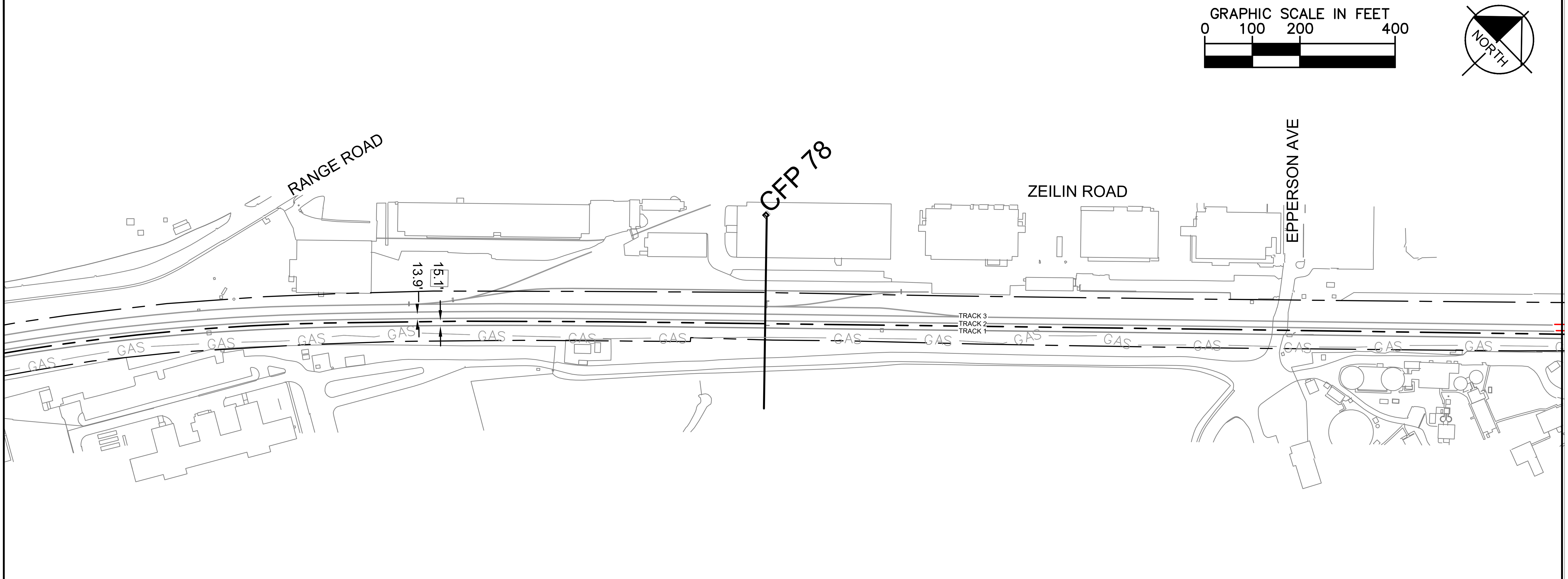
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-072
OF
EV-283

Mar. 16 2021 09:52 am K:\VA_Transit\113282000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CADD\Sheets\Pullplots\R8D--AS-Pullplot Inset.dwg By: SydneyGravitt

Exhibit B



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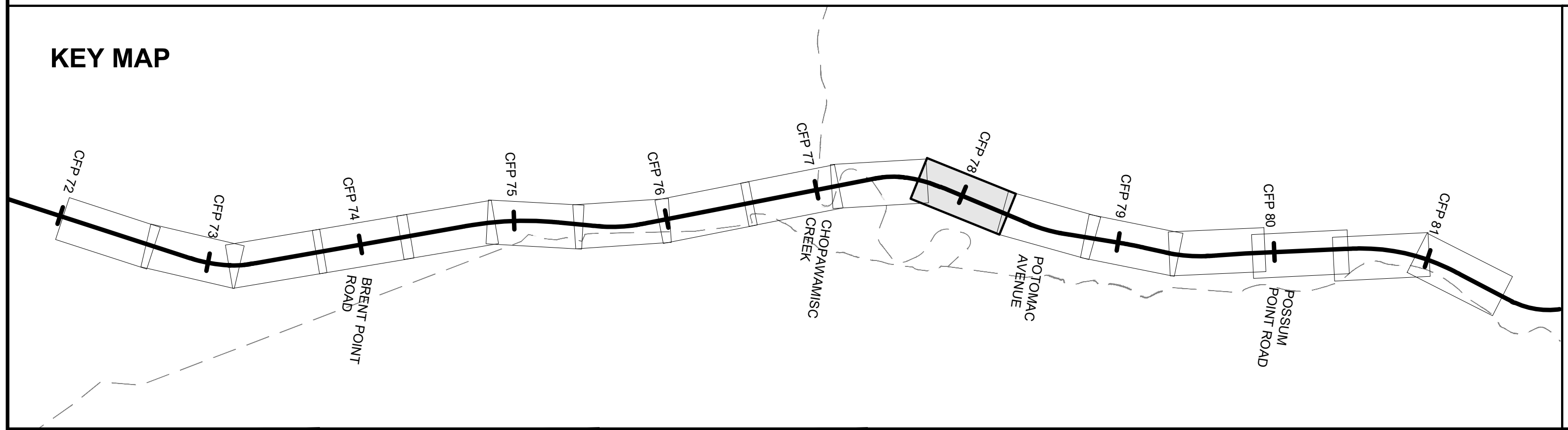
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Prince William County/Stafford County

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

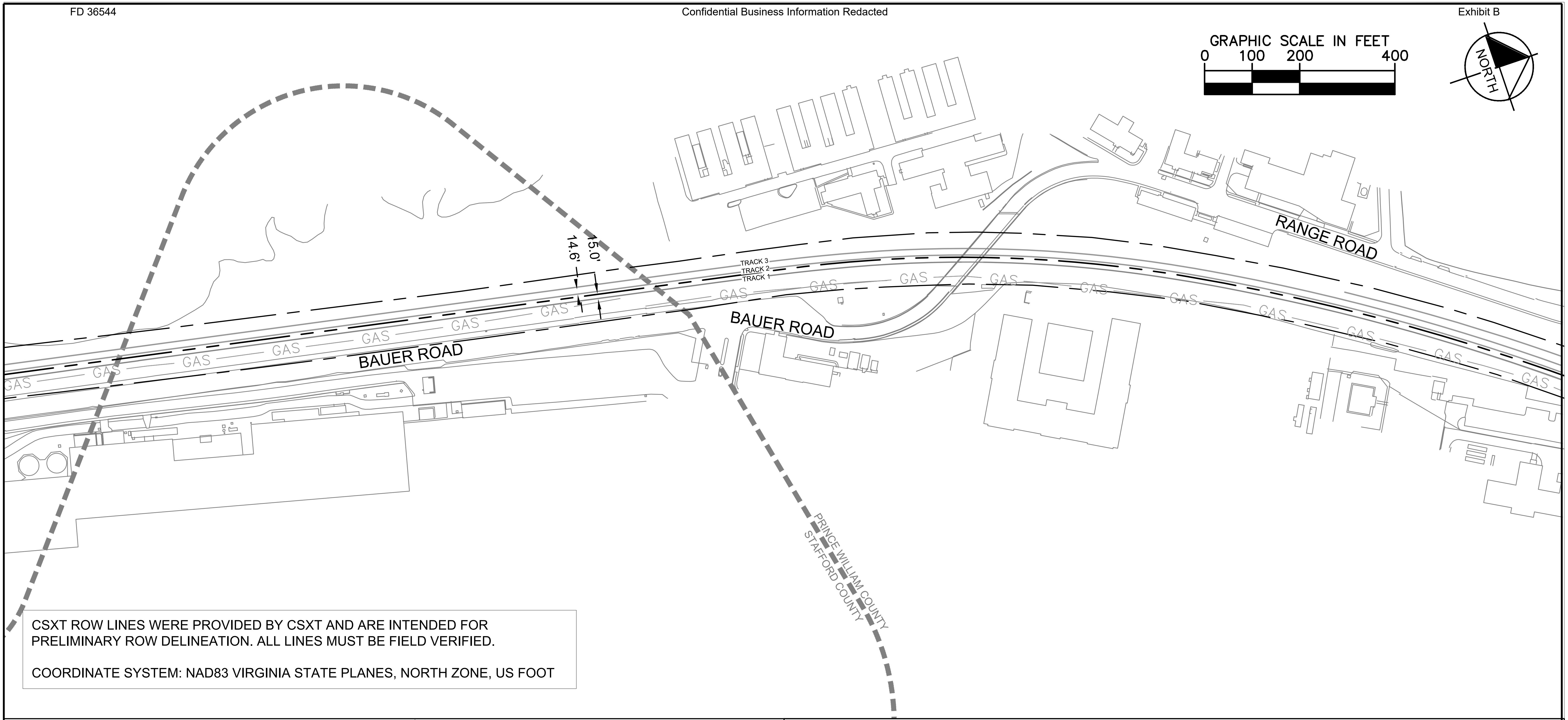
CSXT VAL MAP:V28562

DATE: 3/16/2021

SHEET
EV-073
OF
EV-283

Mar, 16 2021 09:52 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D-XS-Rollplot kmc.dwg By: SydneyGravitt

Exhibit B



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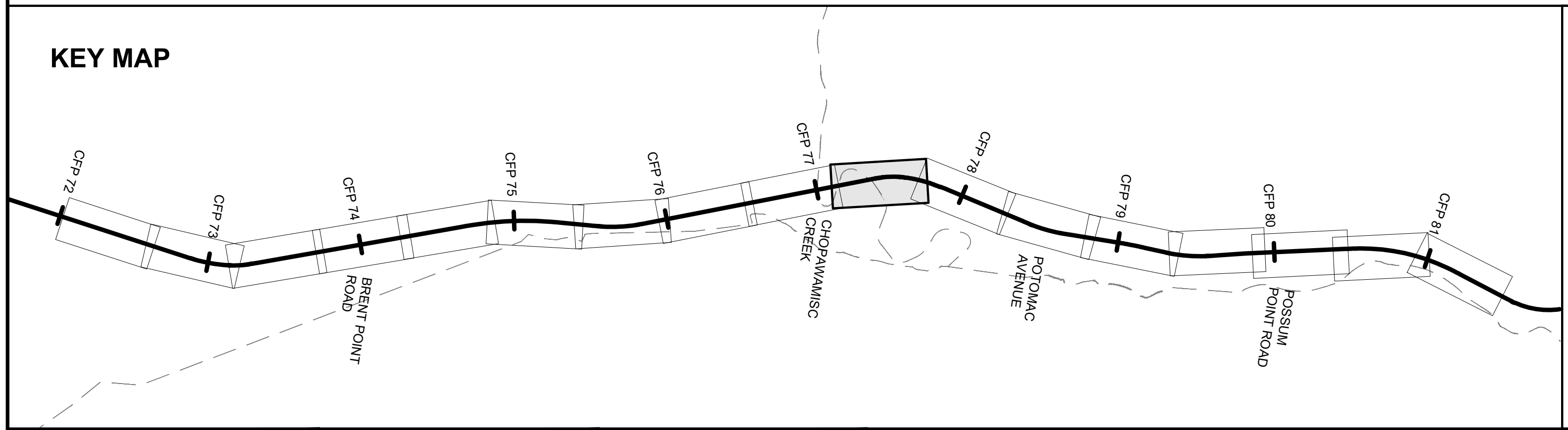
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

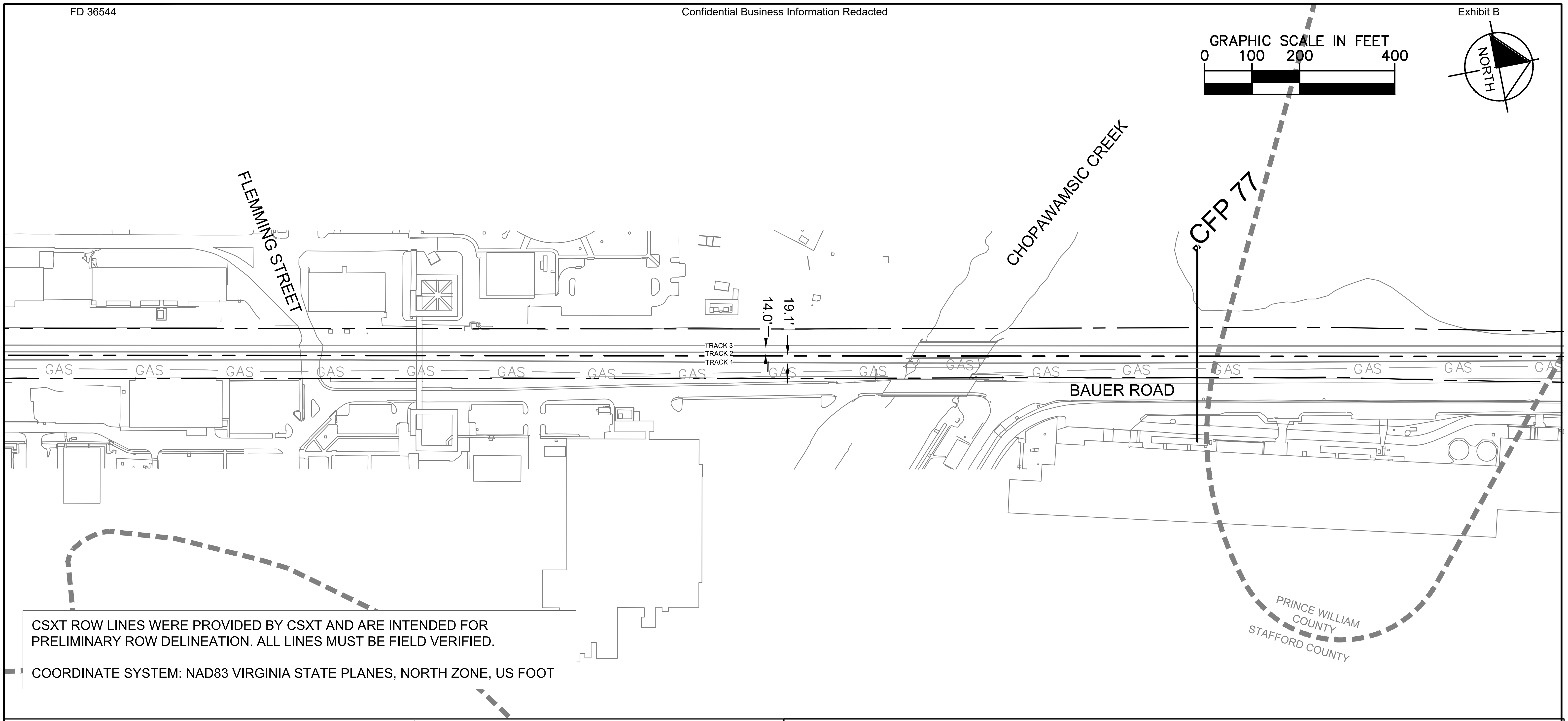
CSXT VAL MAP:V28561

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-074
OF
EV-283

Mar, 16 2021 09:52 am K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D-XS-Rollplot hmc.dwg By: SydneyGravitt



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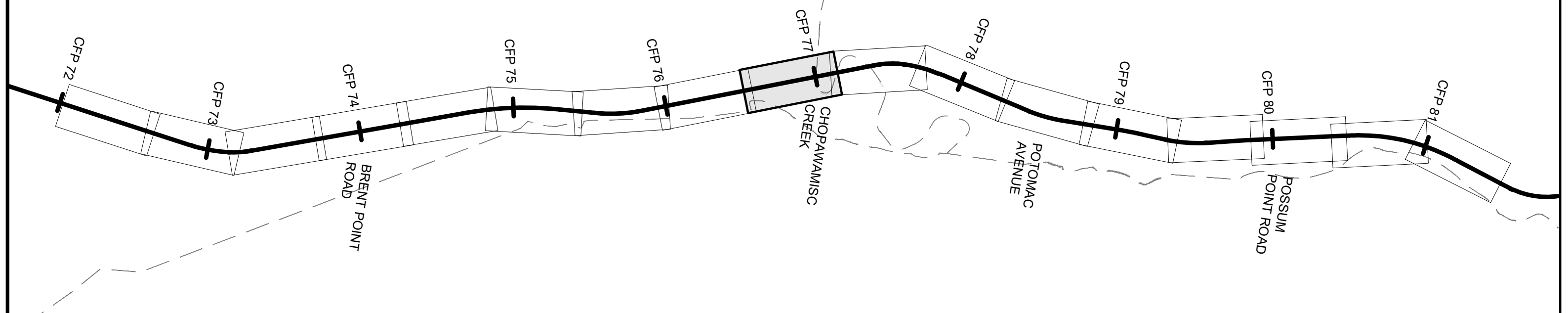
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
🟥	PROPOSED TRACK	■ ■ ■ ■	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28561

DATE: 3/16/2021

SHEET
EV-075
OF
EV-283

Mar, 16 2021 09:53 am K:\VIA_Transit\11328000 – Atlantic Gateway Program\Production\VMP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Railplots\R8D—S—Railplot bmc.dwg By: Sydney.Growitt

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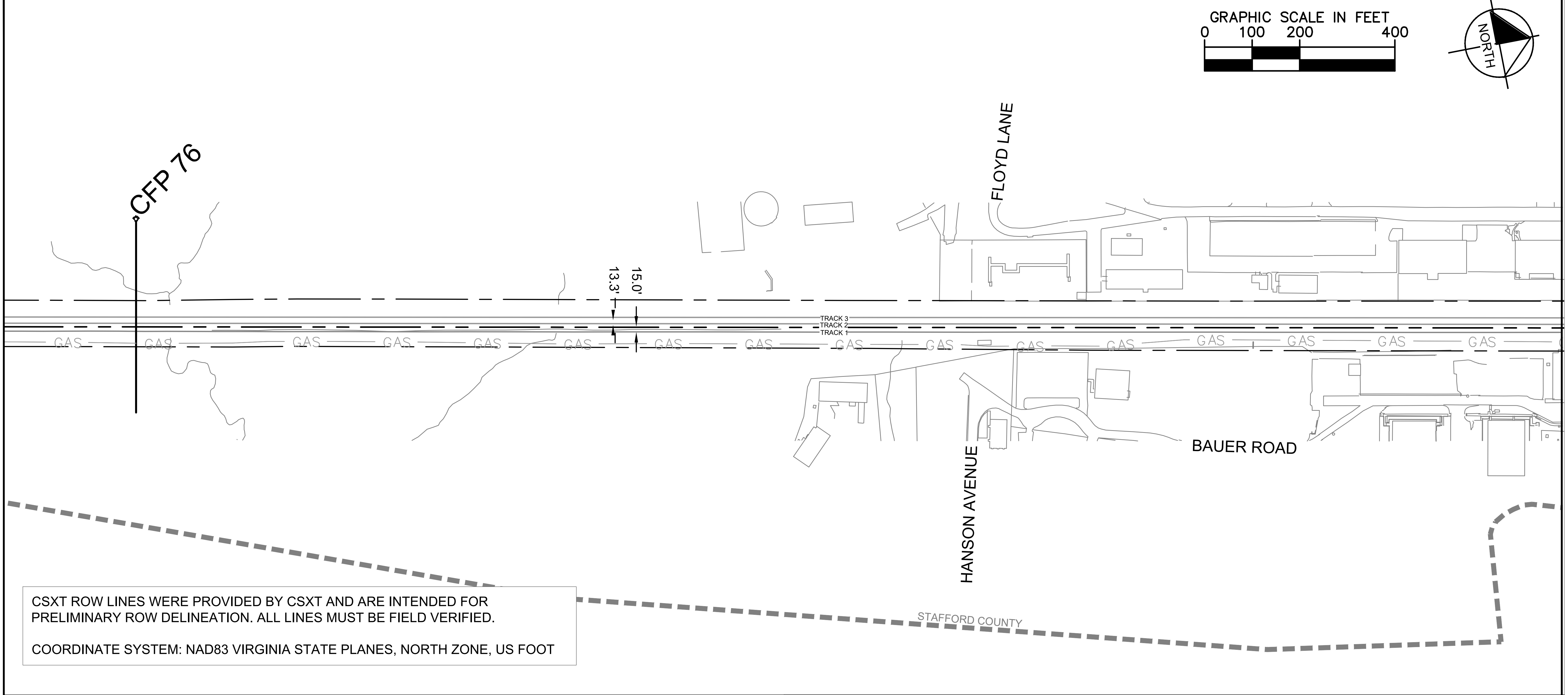
Exhibit B



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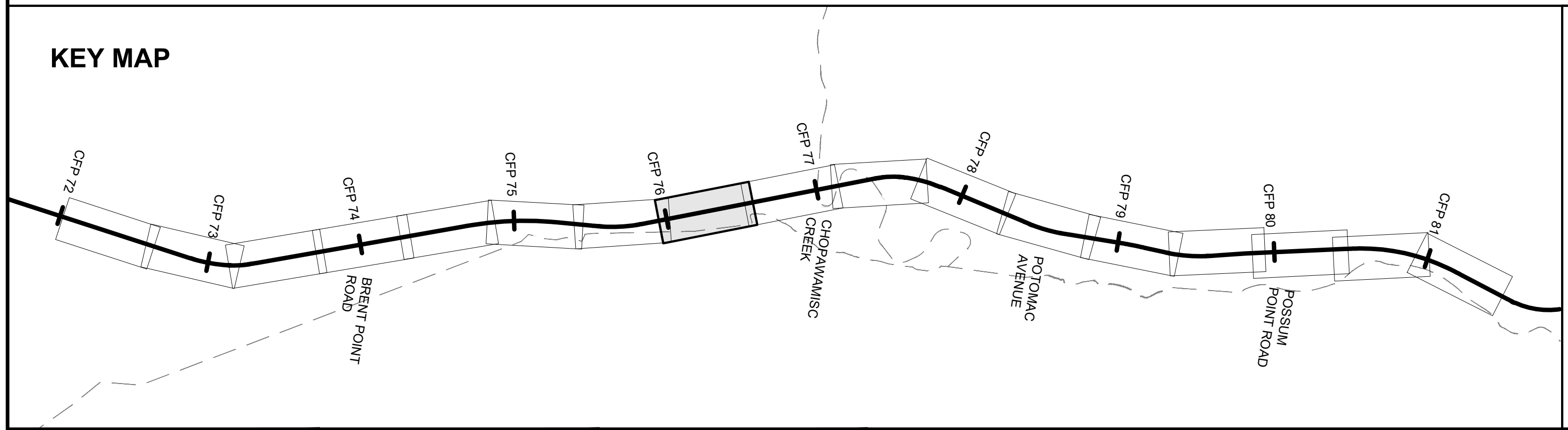
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

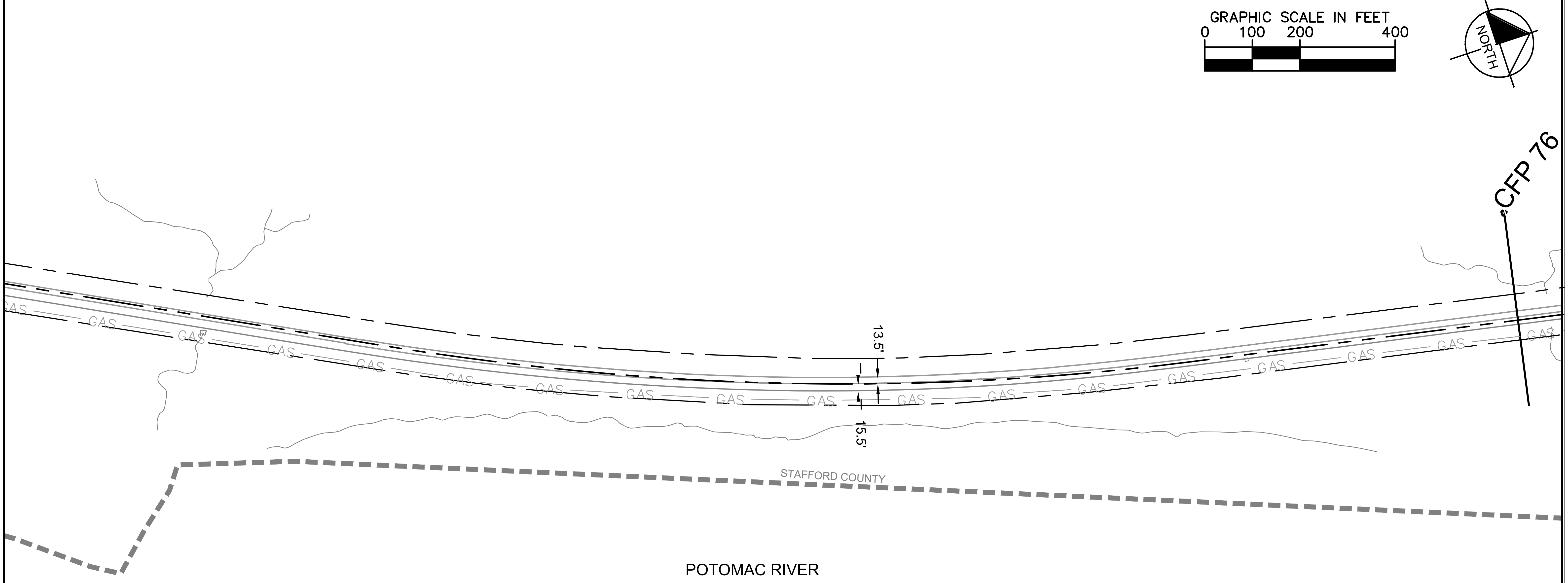
CSXT VAL MAP:V28561

DATE: 3/16/2021

SHEET
EV-076
OF
EV-283

Mar, 16 2021 09:53 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D-XS-Rollplot kmc.dwg By: SydneyGravitt

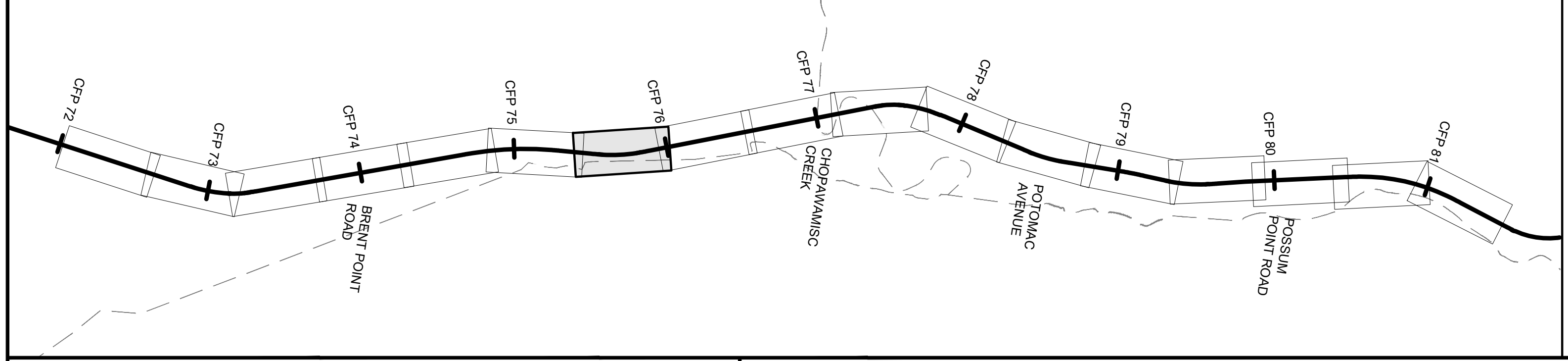
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

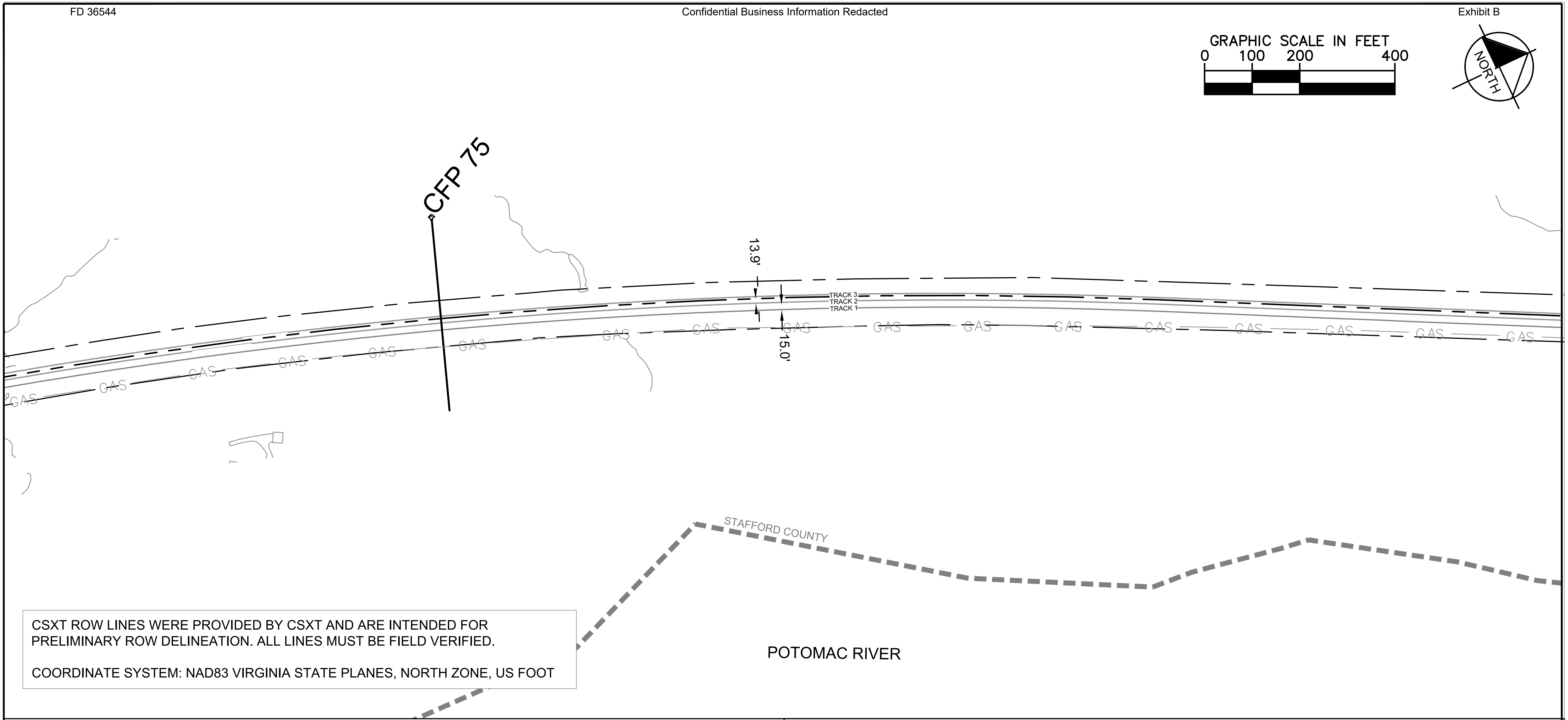
ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28687

DATE: 3/16/2021

SHEET
EV-077
OF
EV-283



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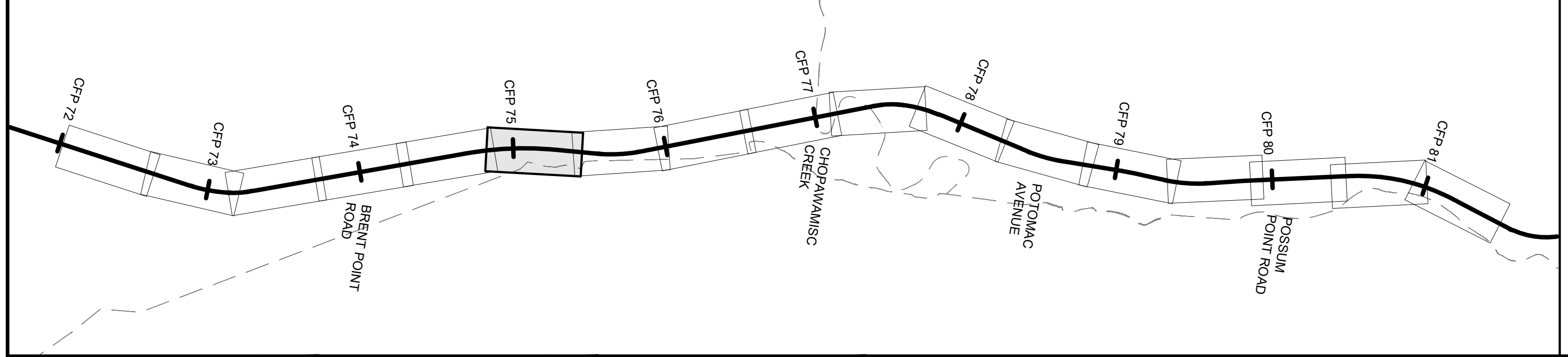
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28687

DATE: 3/16/2021

SHEET
EV-078
OF
EV-283

Mar. 16 2021 09:53 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D–XS–Rollplot hmc.dwg By: Sydney.Gravitt

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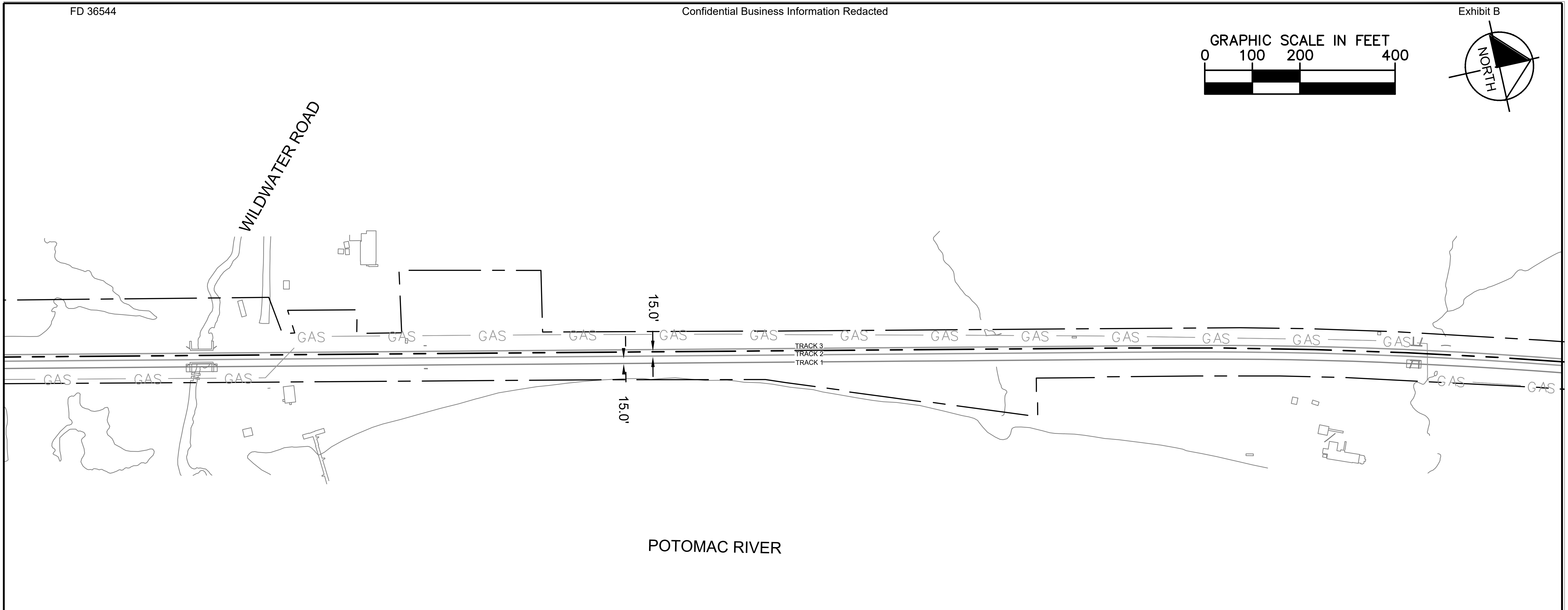
Exhibit B



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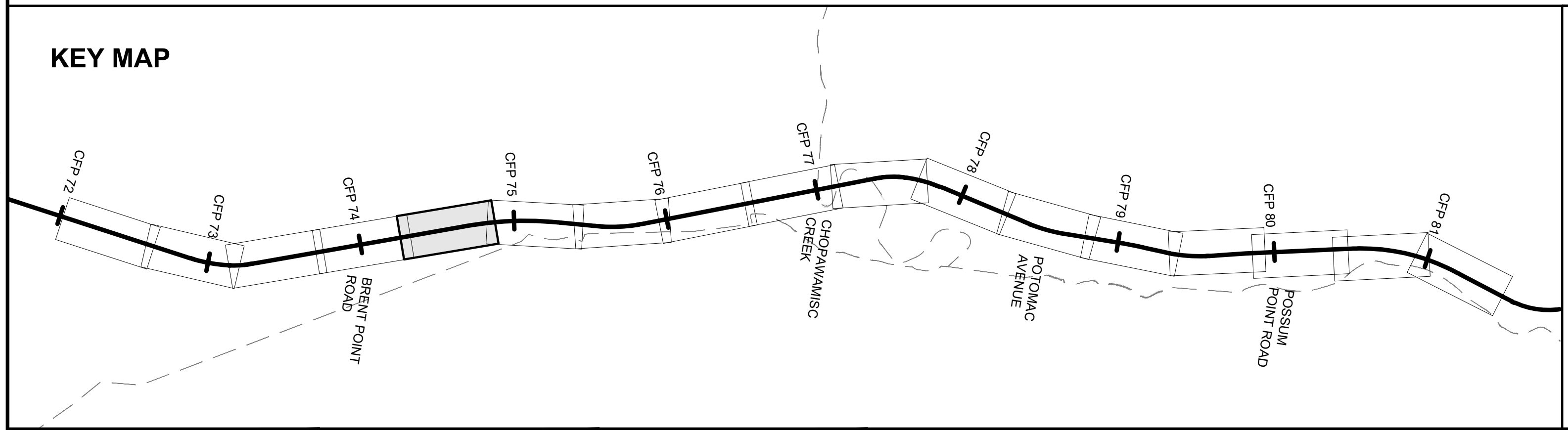
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-079
OF
EV-283

Mar. 16 2021 09:53 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D-xS-Rollplot hmc.dwg By: SydneyGravitt

FD 36544

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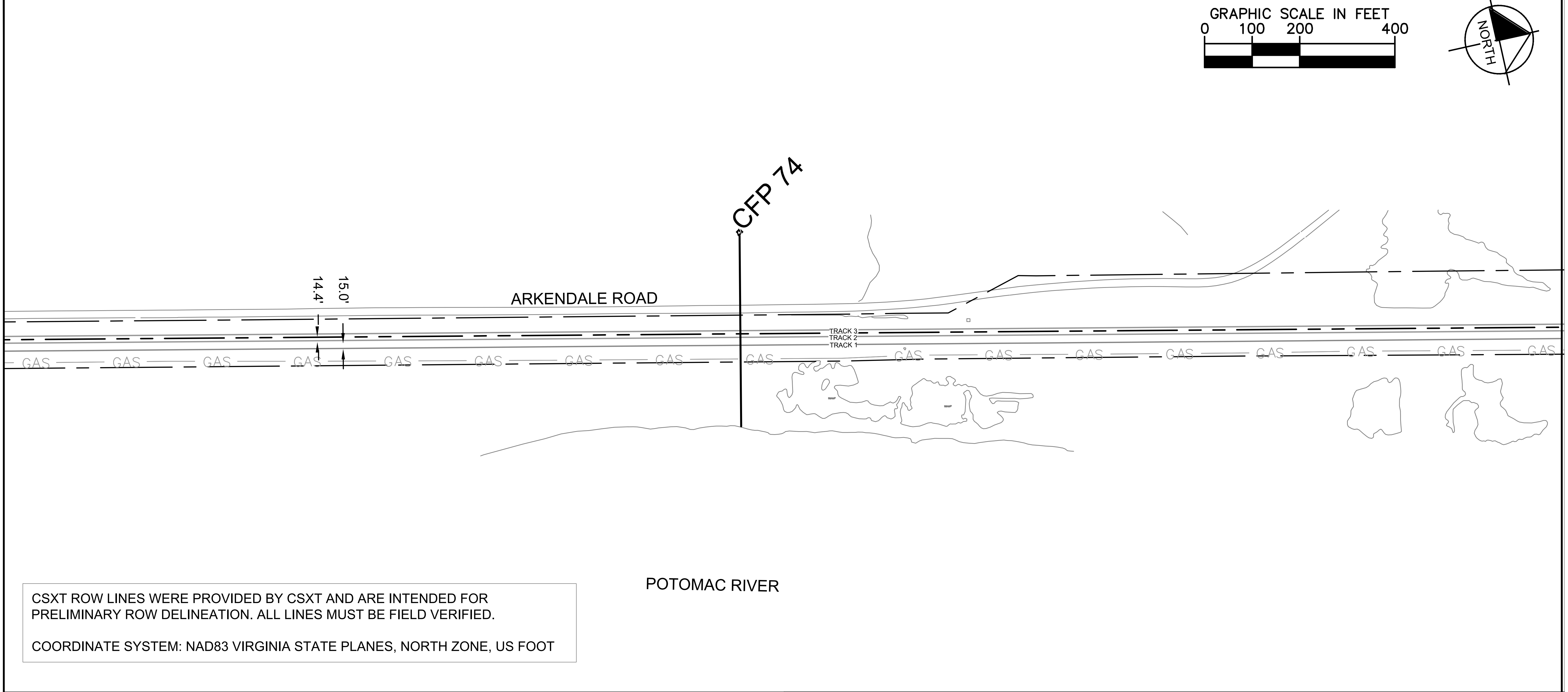
Exhibit B



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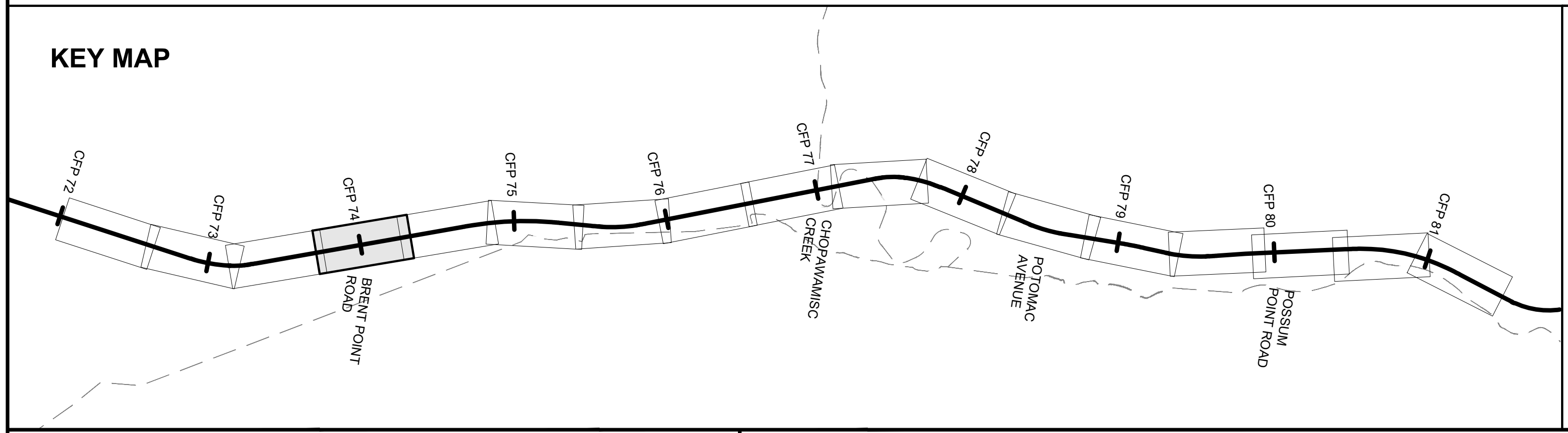
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

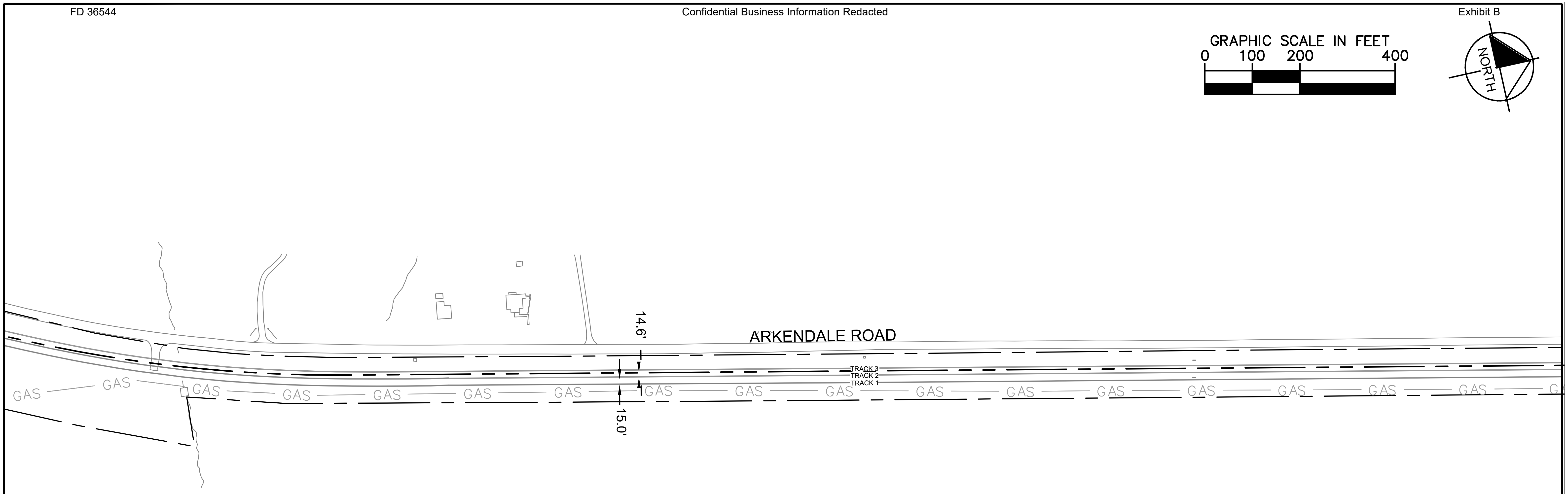
CSXT VAL MAP:V28686

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-080
OF
EV-283

Mar, 16 2021 09:54 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D–XS–Rollplot hmc.dwg By: Sydney.Gravitt



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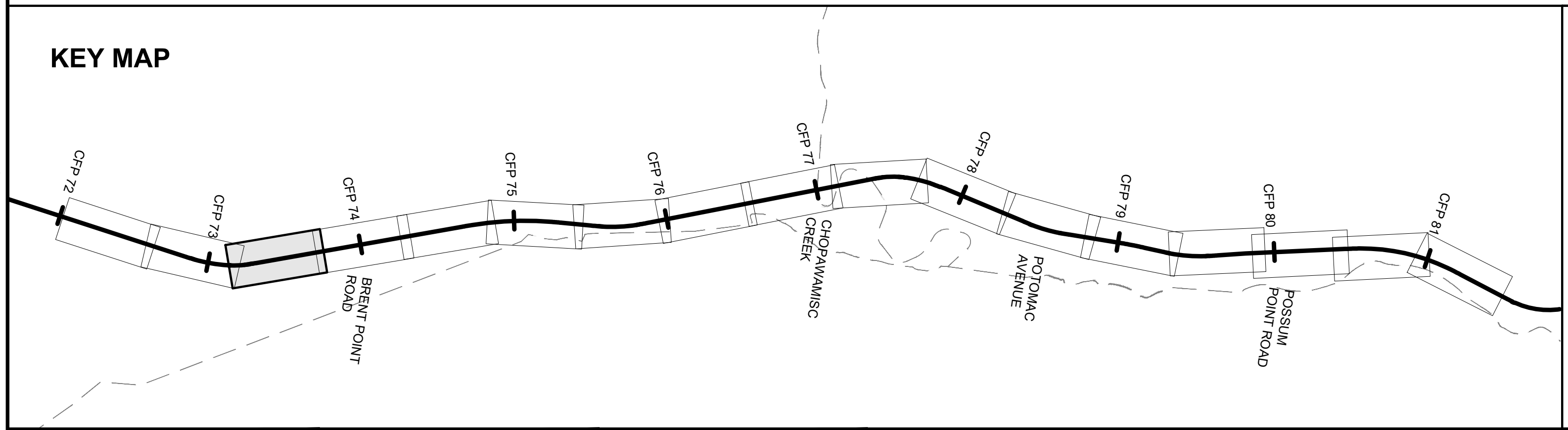
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

CSX How tomorrow moves
DRPT

ENHANCED VAL MAP - DESIGN
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-081
OF
EV-283

Mar. 16 2021 09:54 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D--XS--Rollplot hmc.dwg By: Sydney.Gravitt

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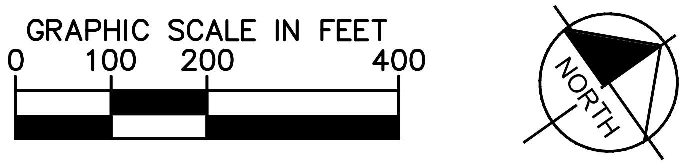

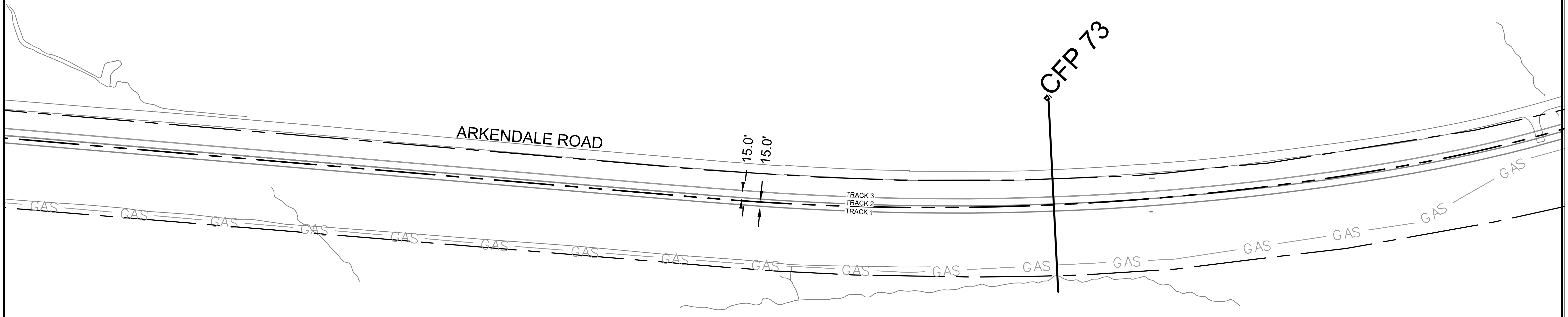

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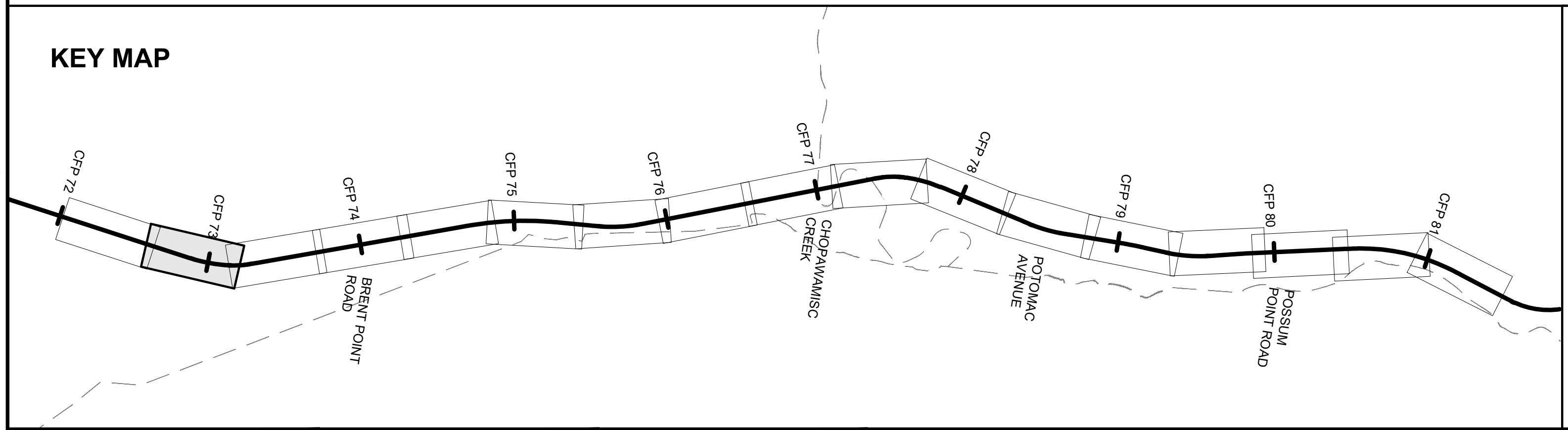
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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——	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686

DATE: 3/16/2021

SHEET EV-082 OF EV-283

Mar. 16 2021 09:54 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Rollplots\R8D–XS–Rollplot hmc.dwg By: SydneyGravitt

FD 36544

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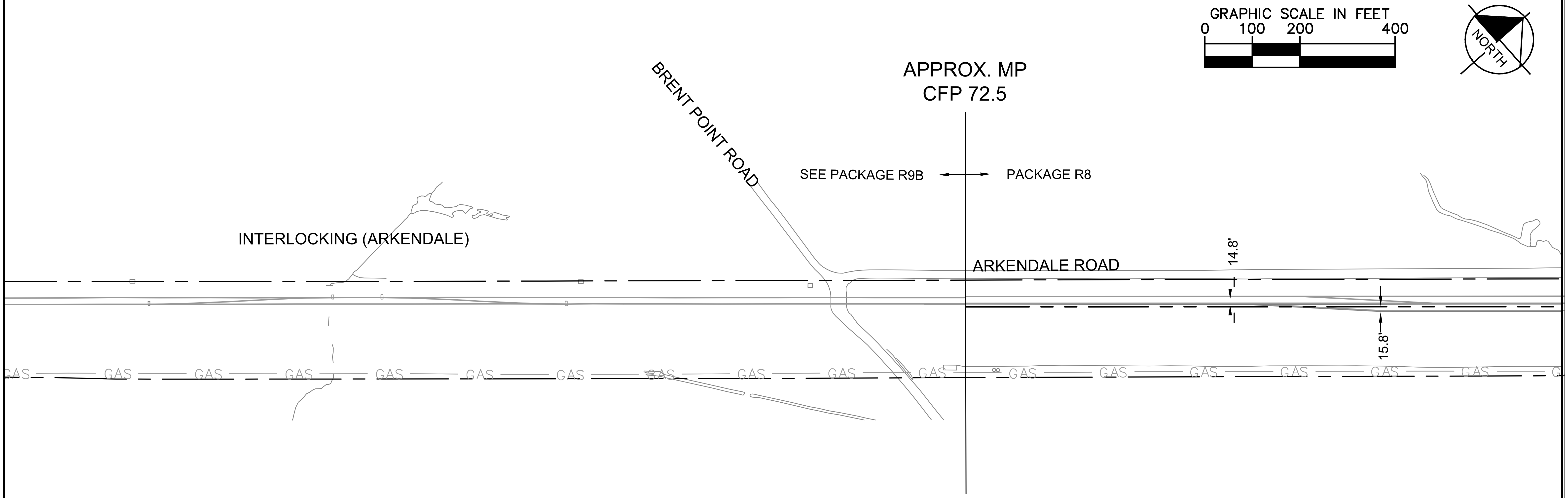
Exhibit B



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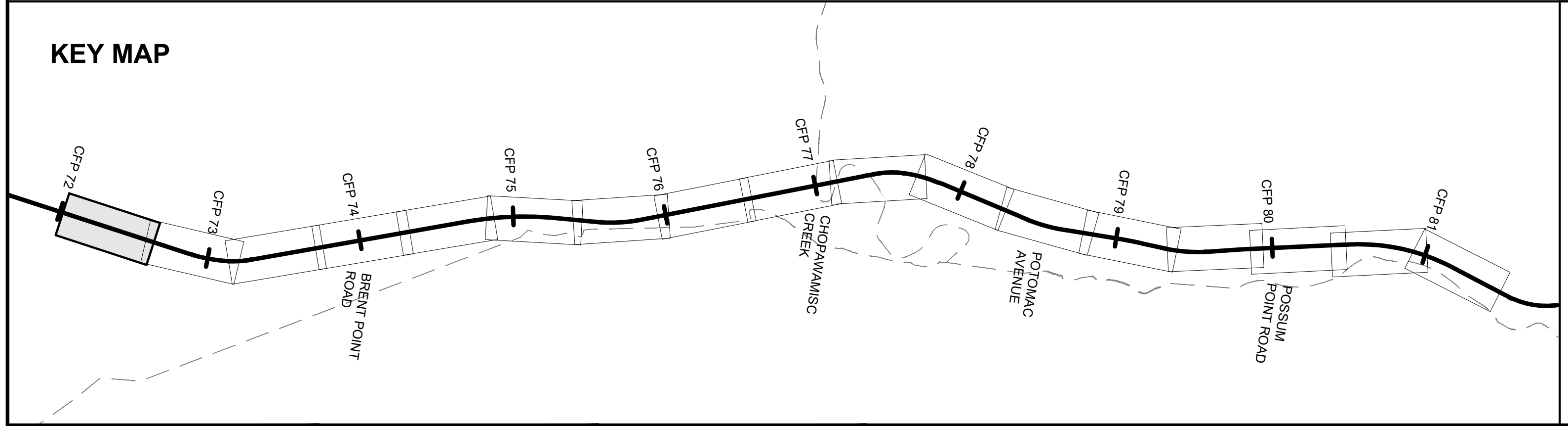
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAP - DESIGN

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-083
OF
EV-283

Mar. 16 2021 09:54 am K:\VNA_Transit\113282000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Pollplots\R8D–XS–Pollplot kmc.dwg By: Sydney.Grovitt

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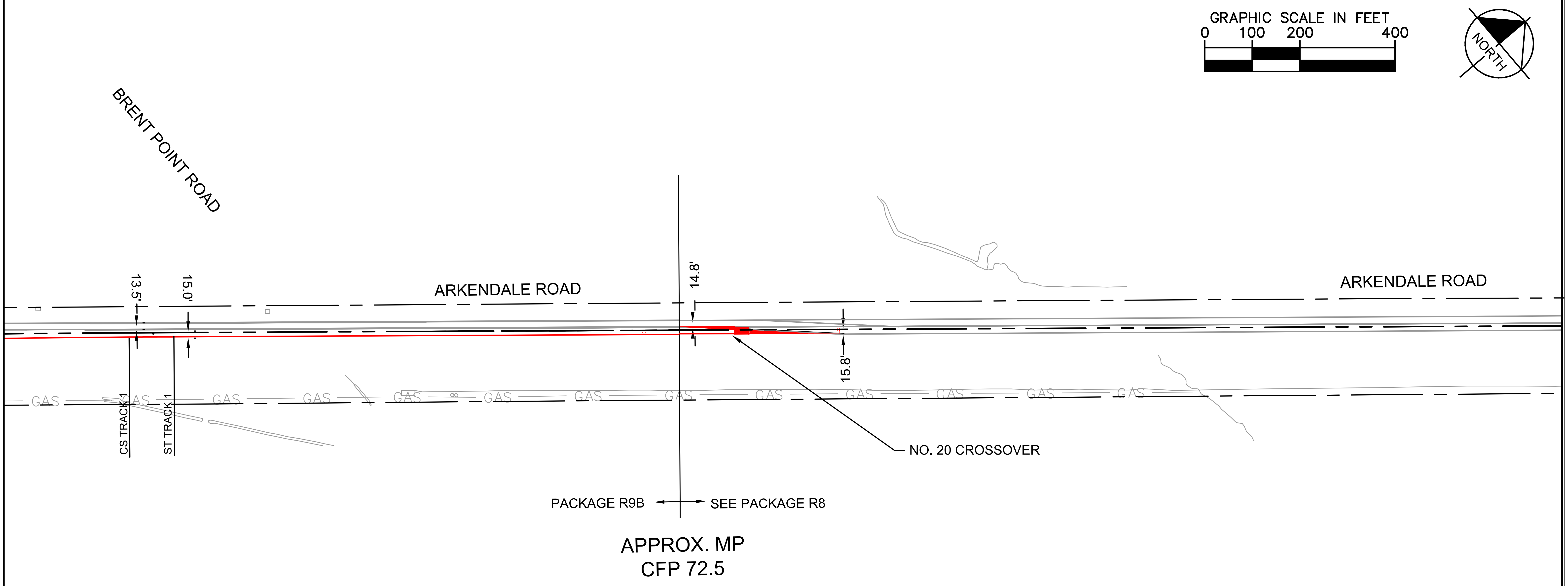

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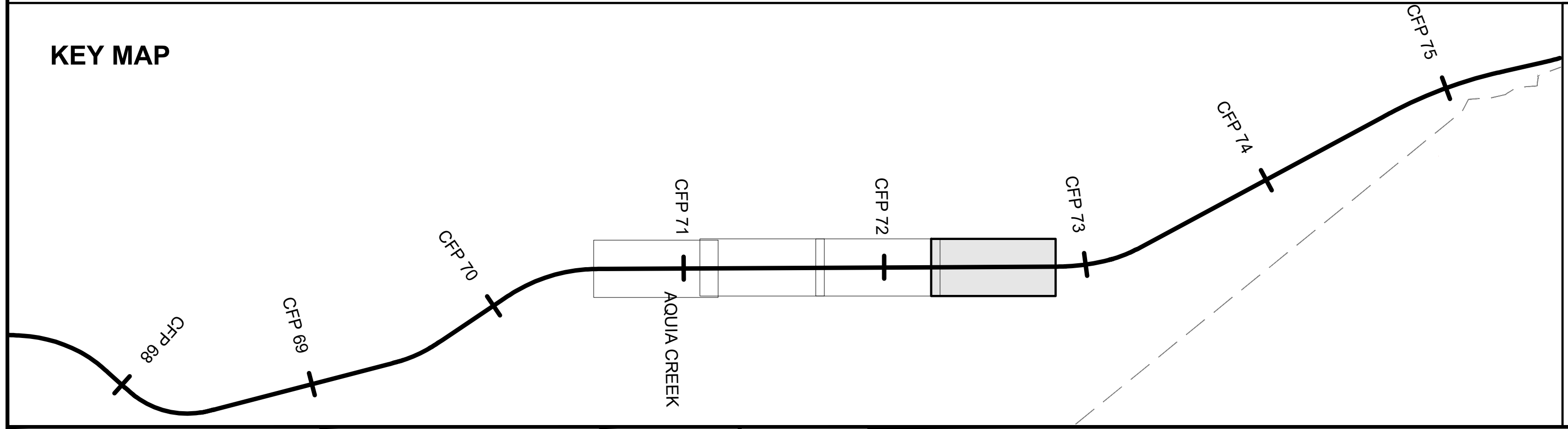
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ - - ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
─ - ─	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R9B - AQUIA CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28686

DATE: 3/16/2021

SHEET
EV-084
OF
EV-283

Mar. 16 2021 10:11 am K:\VIVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R9B_Aquia Creek 3rd Track North-1\CAD\Sheets\Railplots\R9B-XS-Railplot.dwg By: SydneyGravitt

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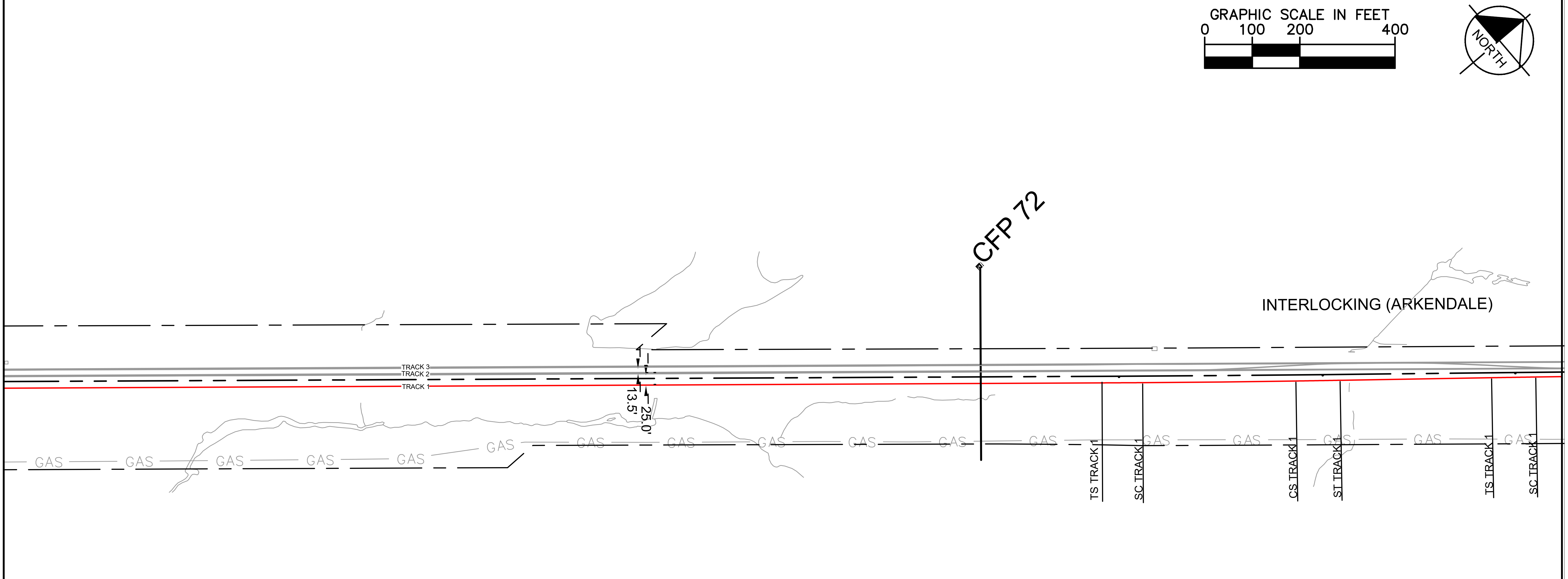

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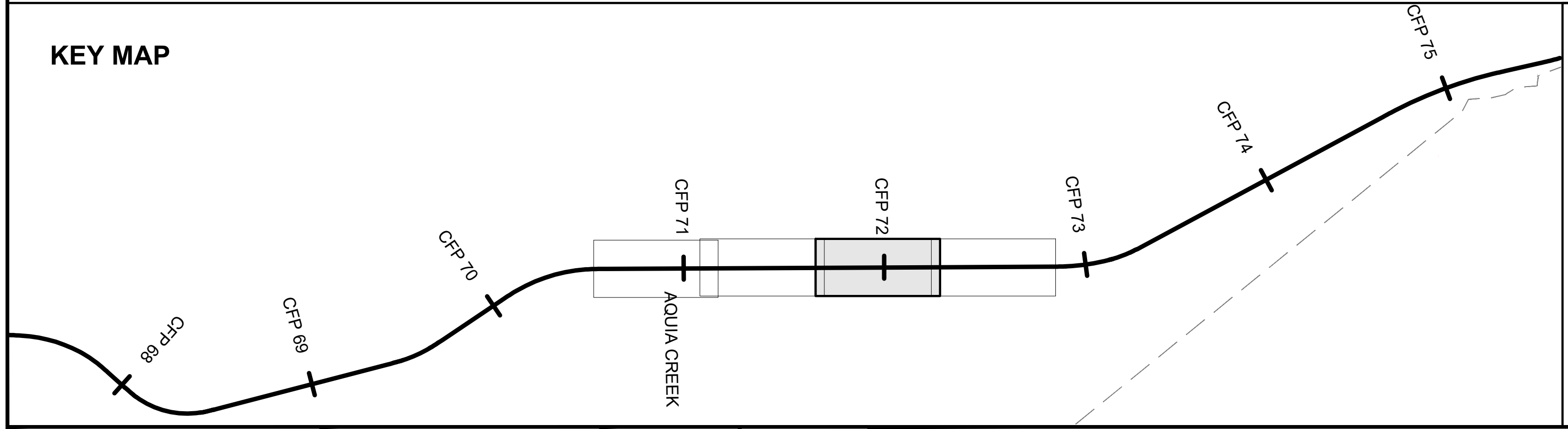
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R9B - AQUIA CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28685

DATE: 3/16/2021

SHEET
EV-085
OF
EV-283

Mar, 16 2021 10:11 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R9B_Aquia Creek 3rd Track North-1\CAD\Sheets\Rollplots\R9B-XS-Rollplot.dwg By: SydneyGravitt

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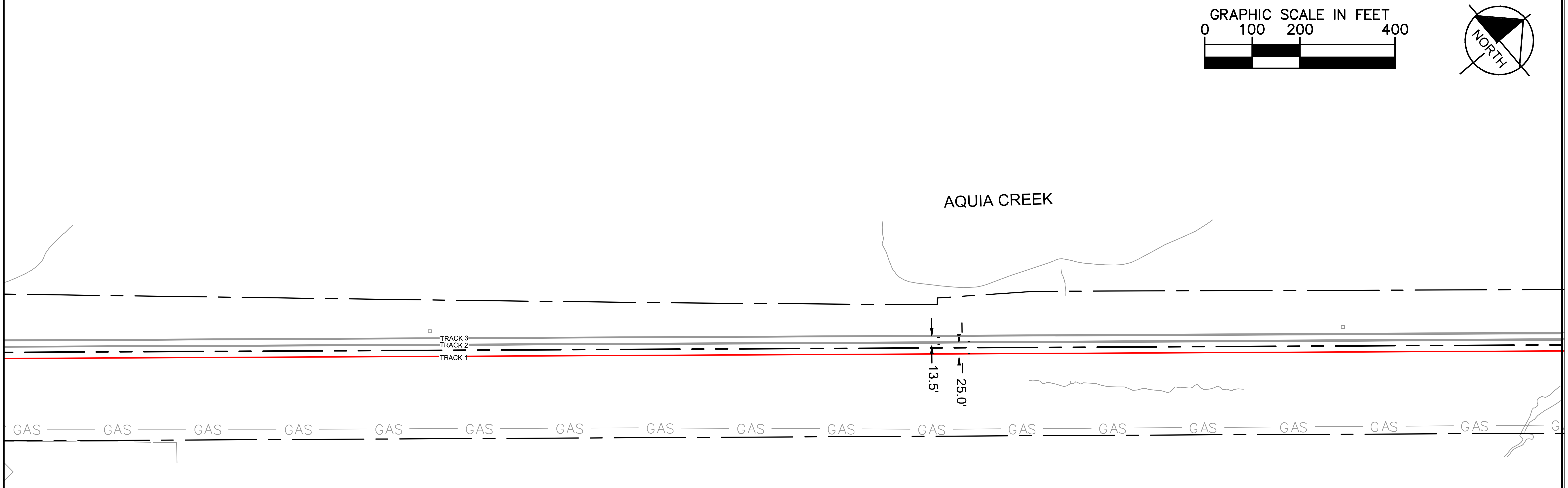
Exhibit B



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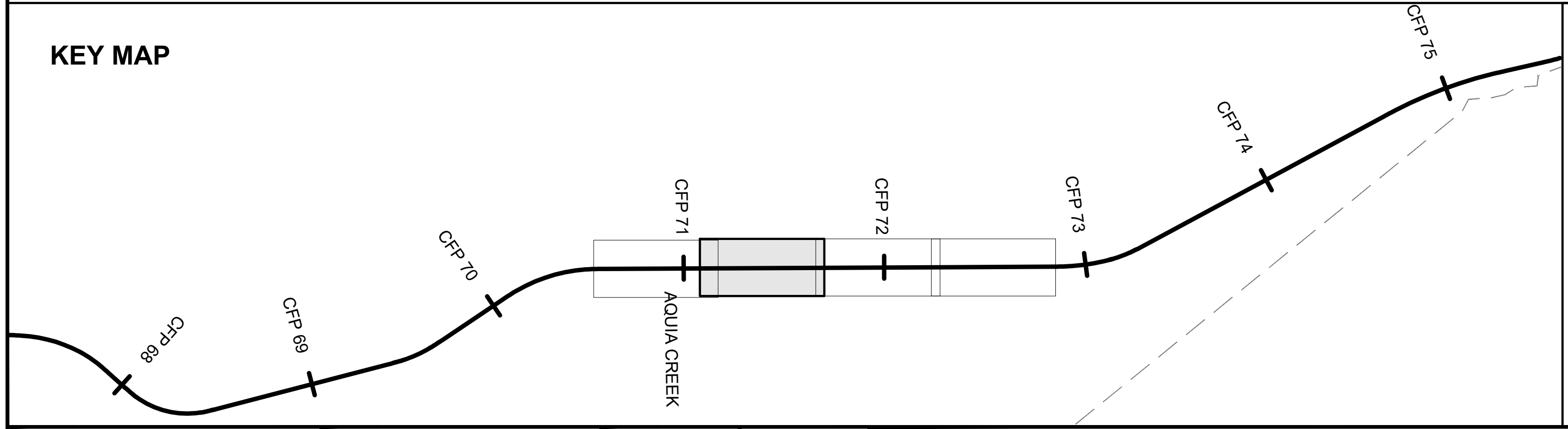
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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───	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN
R9B - AQUIA CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28685
DATE: 3/16/2021

SHEET
EV-086
OF
EV-283

Mar, 16 2021 10:12 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R9B_Aquia Creek 3rd Track North–1\CAD\Sheets\Rollplots\R9B–xS–Rollplot.dwg By: Sydney.Gravitt

FD 36544

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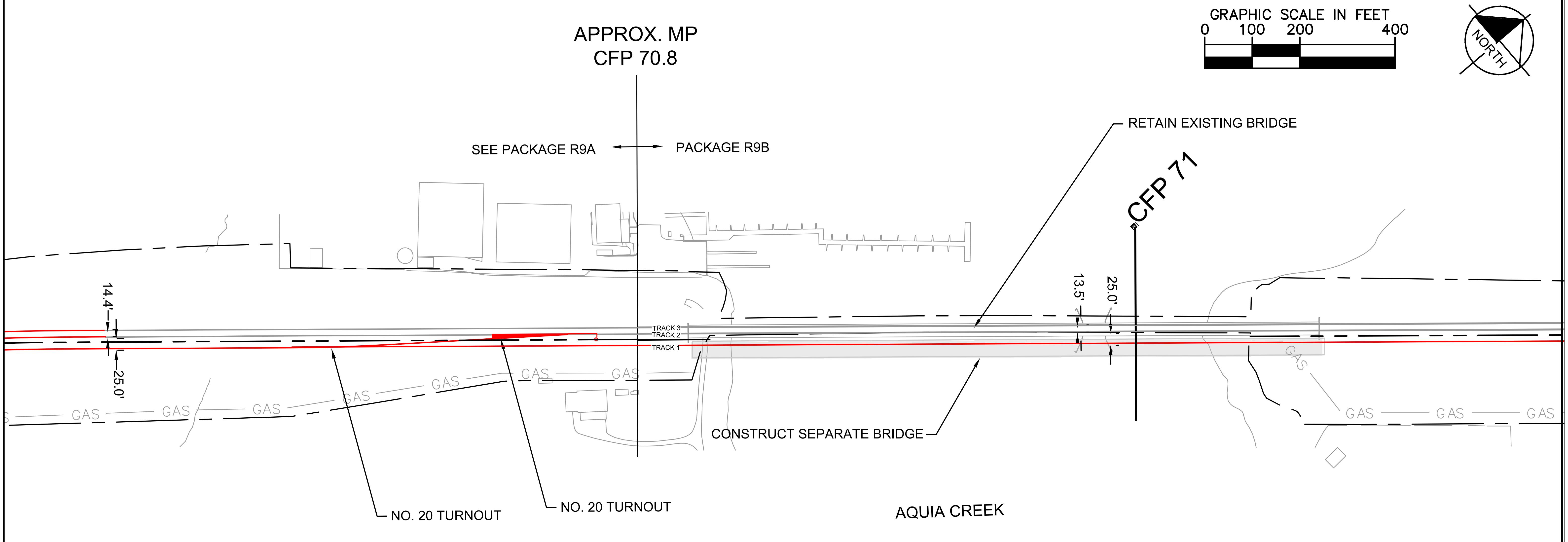
Exhibit B



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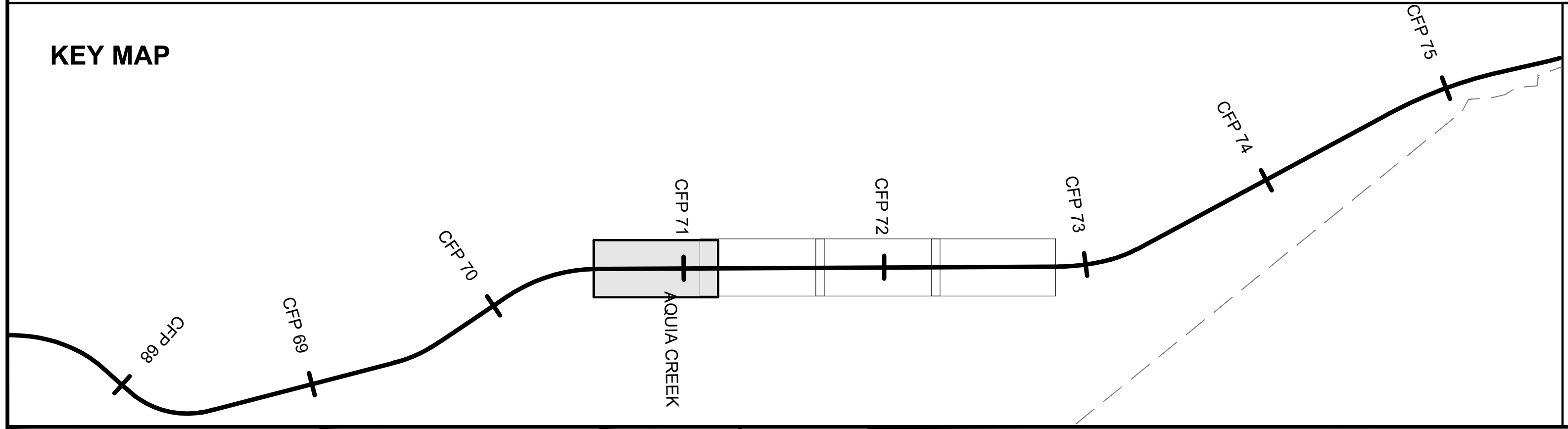
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
─ - ─	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R9B - AQUIA CREEK THIRD TRACK NORTH

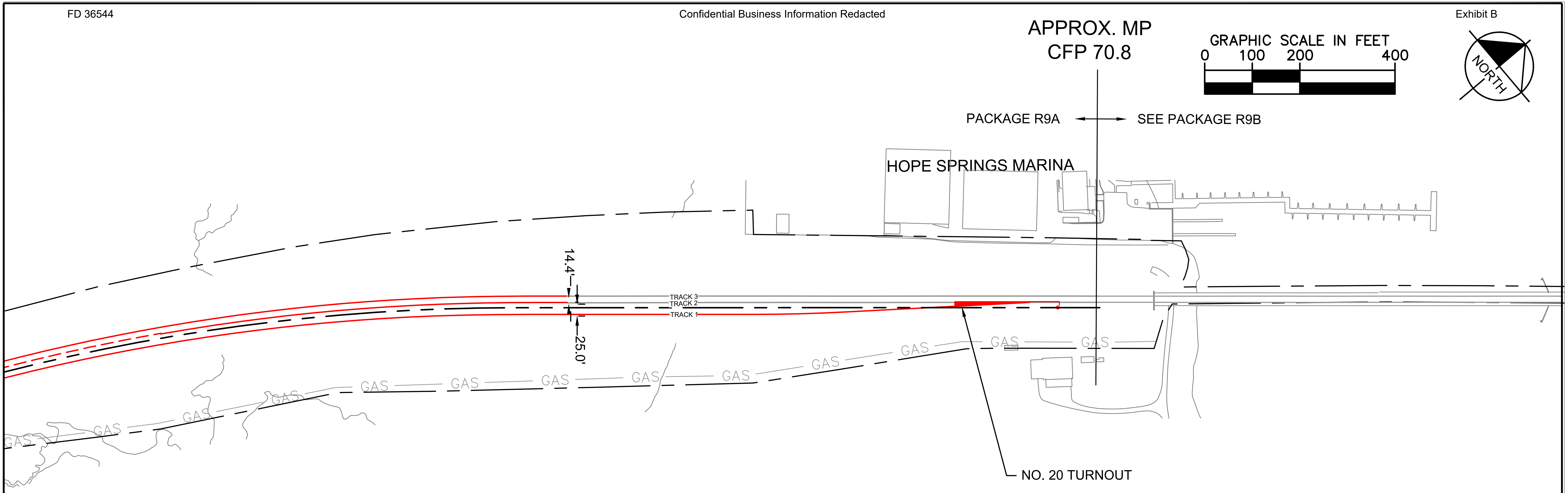
CSXT VAL MAP:V28685

DATE: 3/16/2021

SHEET
EV-087
OF
EV-283

Mar, 16 2021 10:12 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R9B_Aquia Creek 3rd Track North-1\CAD\Sheets\Rollplots\R9B-XS-Rollplot.dwg By: SydneyGravitt

Exhibit B



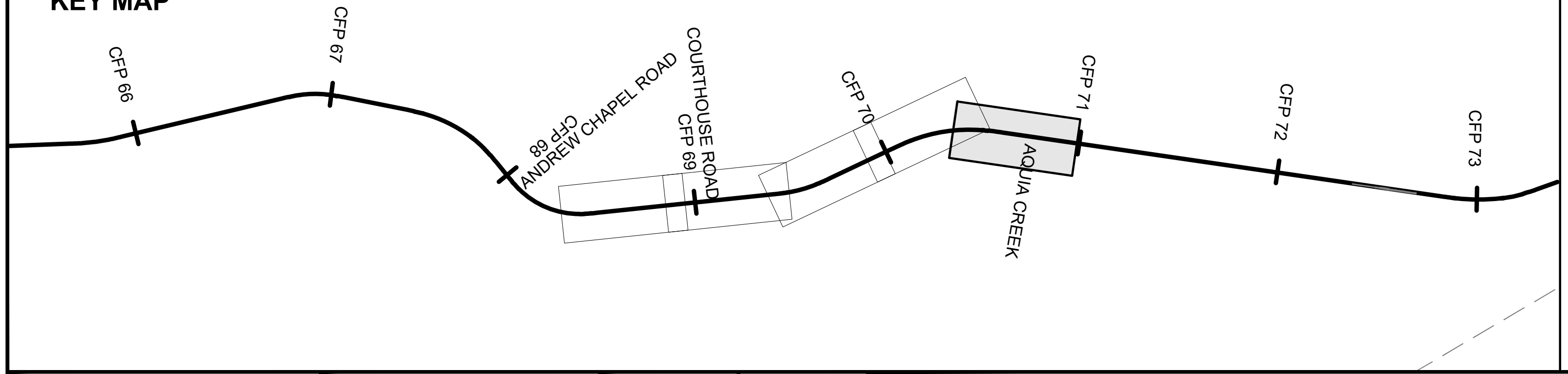
AQUIA CREEK

AQUIA CREEK

CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

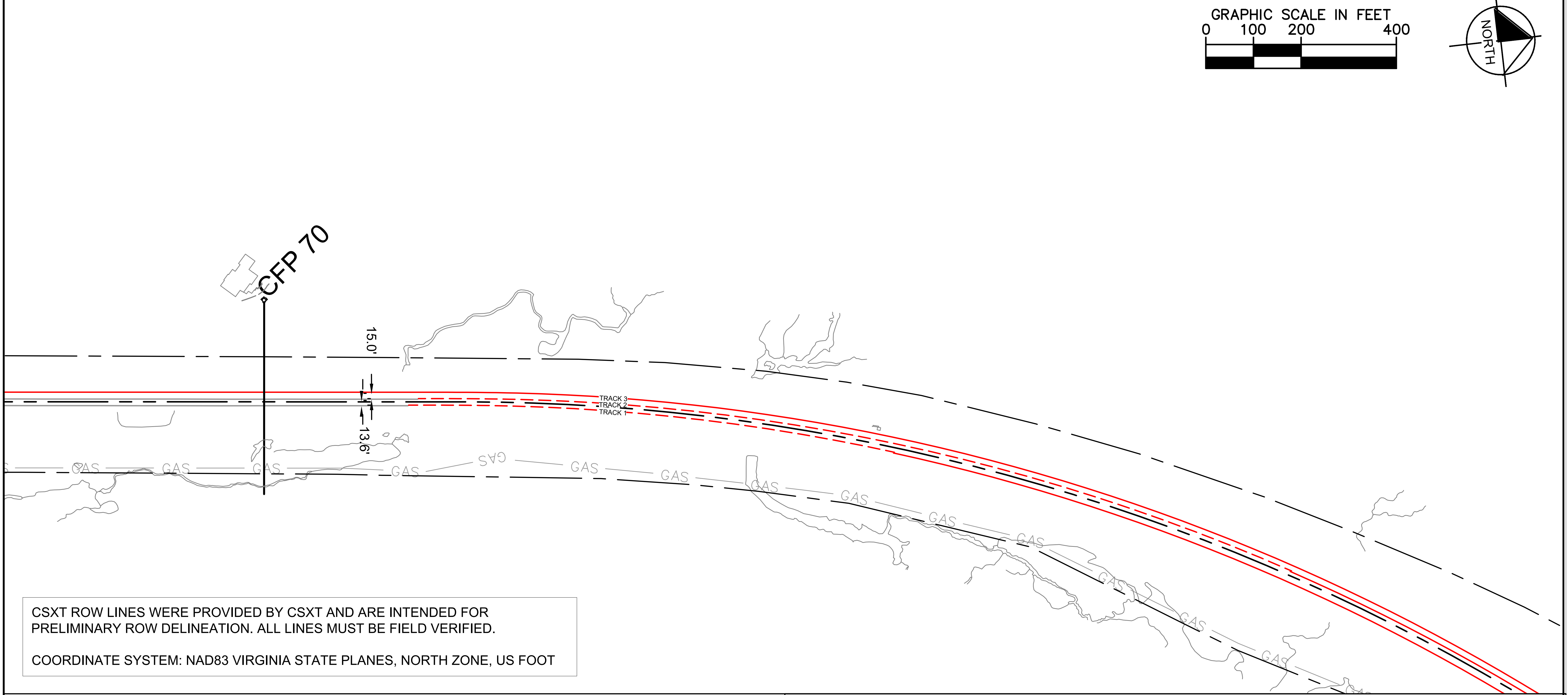
CSXT VAL MAP:V28685

DATE: 3/16/2021

SHEET
EV-088
OF
EV-283

Mar, 16 2021 12:10 pm K:\VIVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R9A_Aquia Creek 3rd Track South-E\CAD\Sheets\R9A_VS-Rollplot.dwg By: Sydney.Gravitt

Exhibit B



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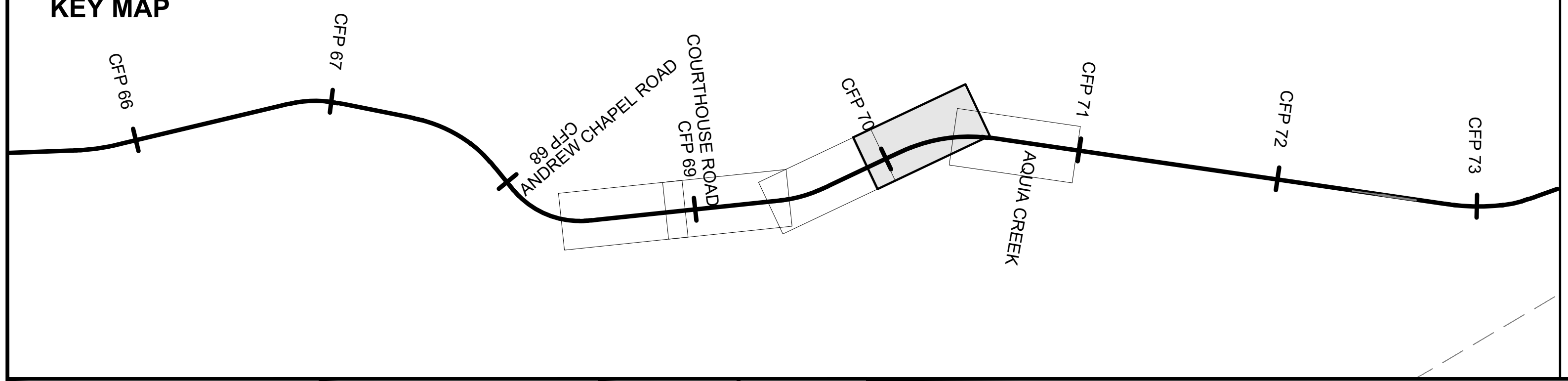
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

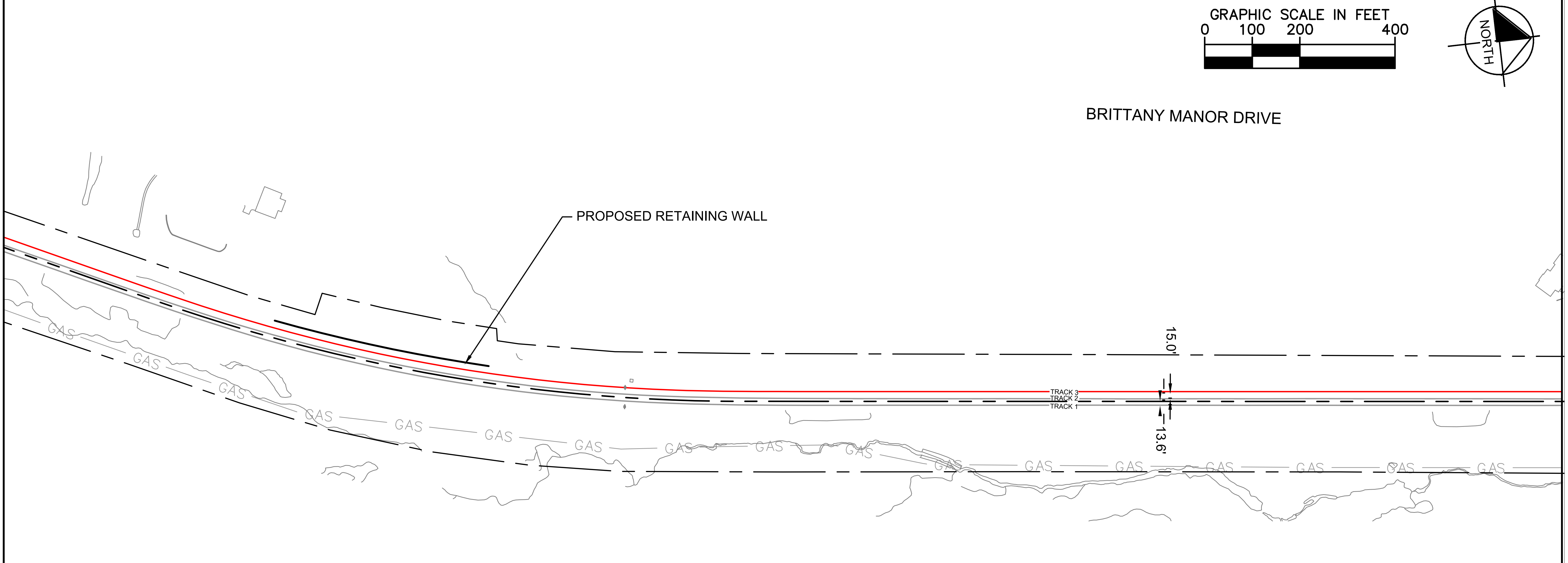
R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

CSXT VAL MAP:V28685

DATE: 3/16/2021

SHEET
EV-089
OF
EV-283

Mar, 16 2021 12:10 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R9A_Aquia Creek 3rd Track South-E\CAD\Sheets\R9A_xS-Rollplot.dwg By: Sydney.Gravitt



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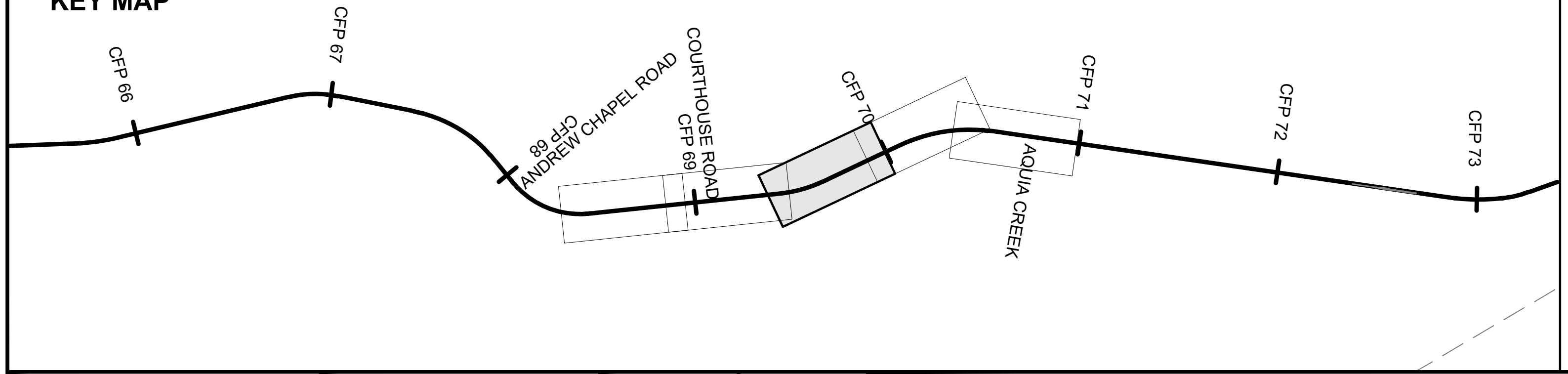
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



────	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
────	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN
R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

CSXT VAL MAP:V28684
DATE: 3/16/2021

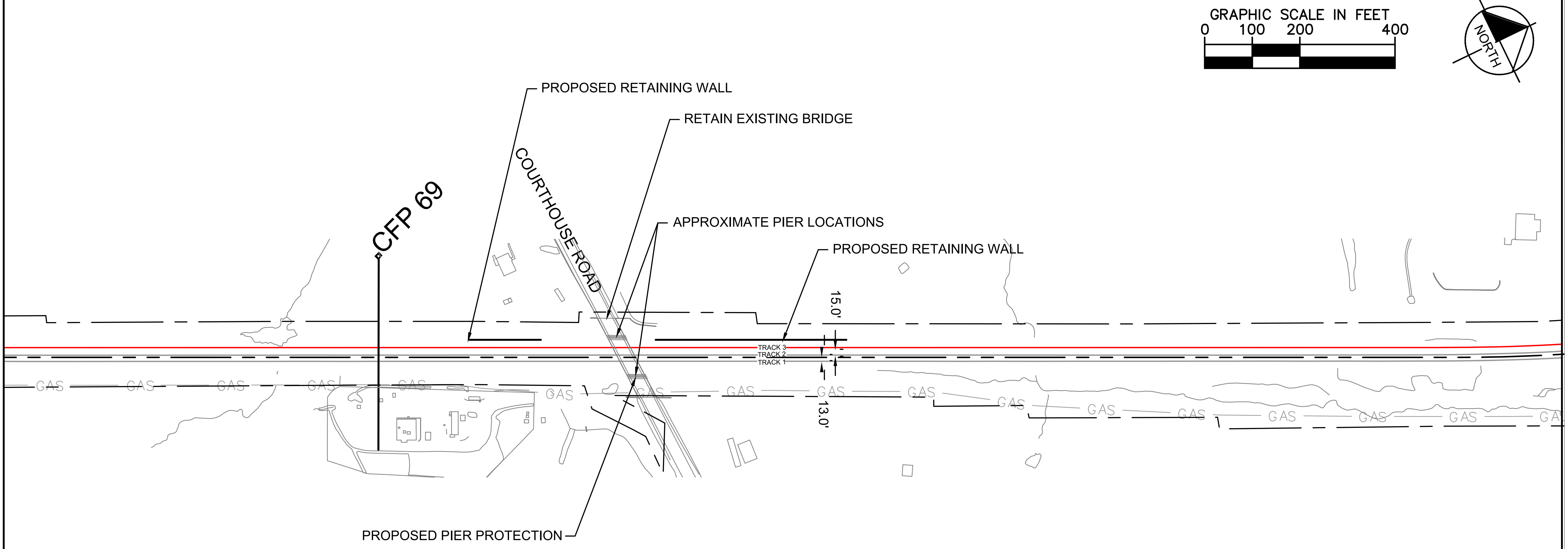
SHEET
EV-090
OF
EV-283

Mar, 16 2021 12:10 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R9A_Aquia Creek 3rd Track South-E\CAD\Sheets\R9A_XS-Rollplot.dwg By: SydneyGravitt

FD 36544

Confidential Business Information Redacted

Exhibit B



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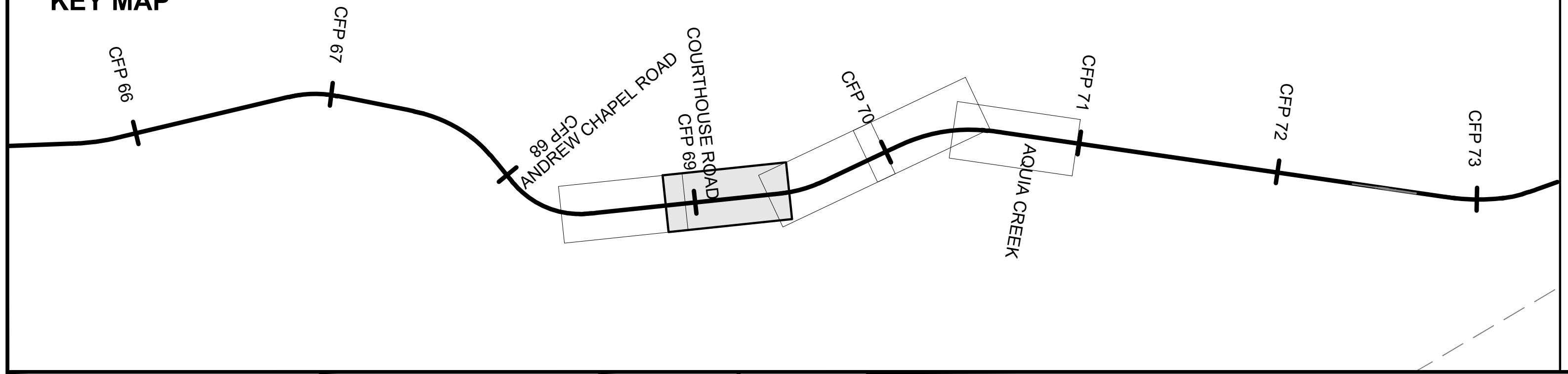
KEY MAP



───	EXISTING TRACK	─ - - ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
─ - ─	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

CSXT VAL MAP:V28684

DATE: 3/16/2021

SHEET
EV-091
OF
EV-283

Mar, 16 2021 12:10 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R9A_Aquia Creek 3rd Track South-E\CAD\Sheets\R9A_XS-Rollplot.dwg By: SydneyGravitt

FD 36544

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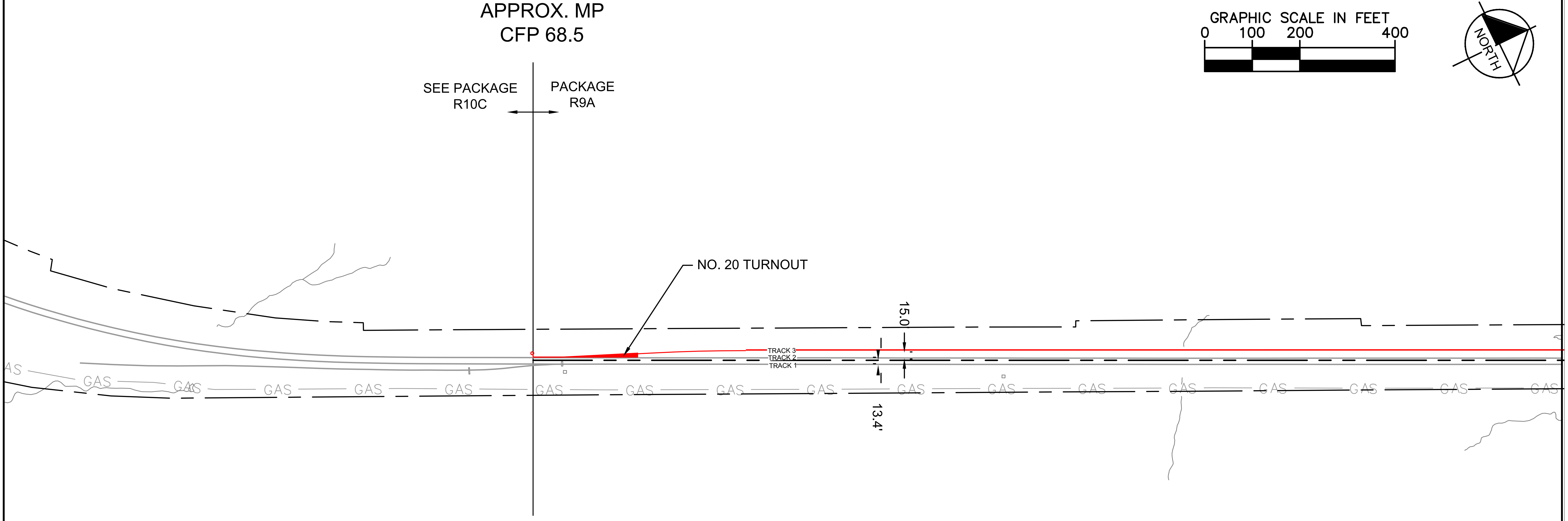
Exhibit B

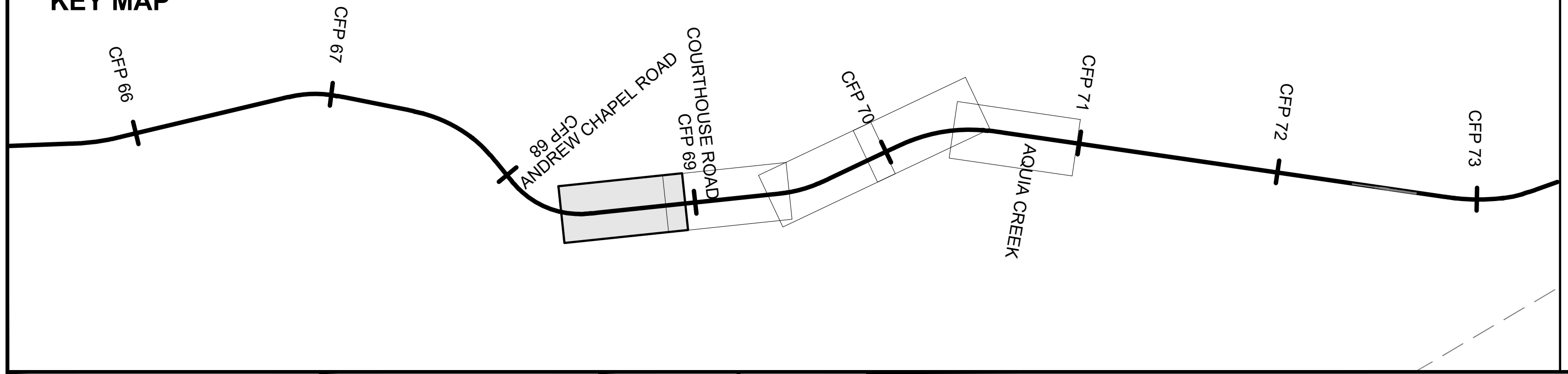
APPROX. MP
CFP 68.5



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



────	EXISTING TRACK
────	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

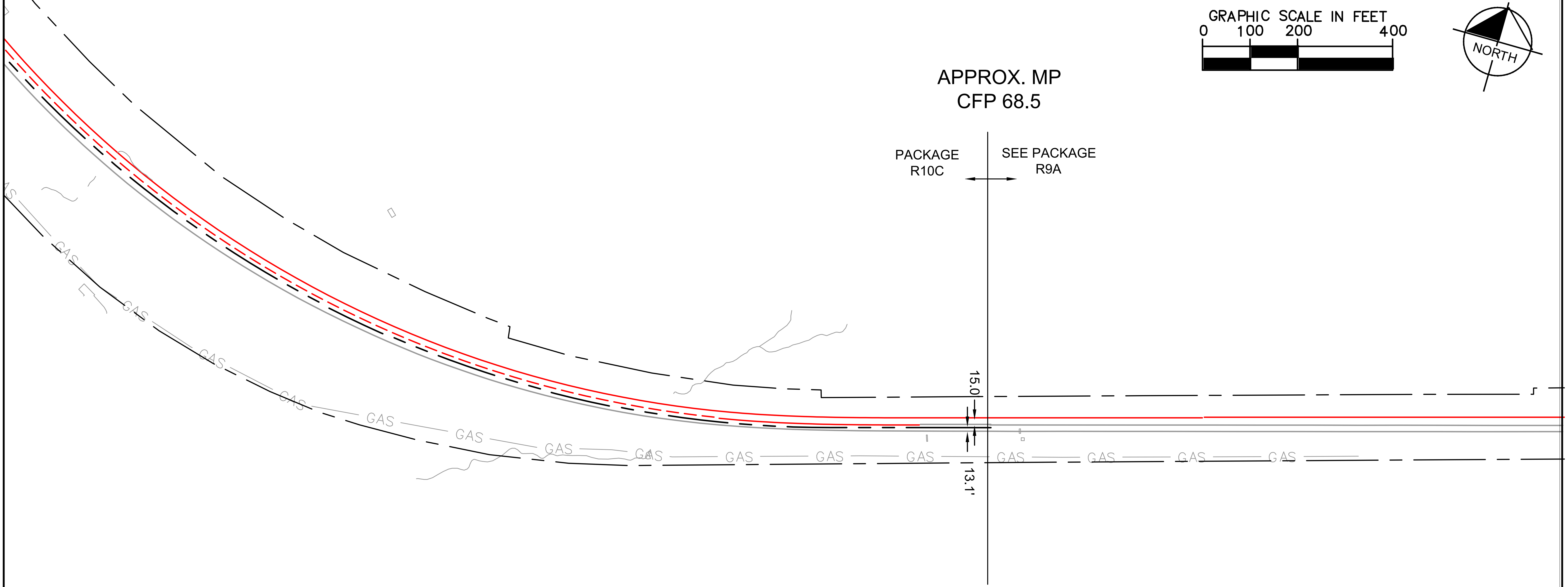
CSXT VAL MAP:V28684

DATE: 3/16/2021

SHEET
EV-092
OF
EV-283

Mar, 16 2021 12:10 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R9A_Aquia Creek 3rd Track South-E\CAD\Sheets\R9A_VS-Rollplot.dwg By: SydneyGravitt

Exhibit B



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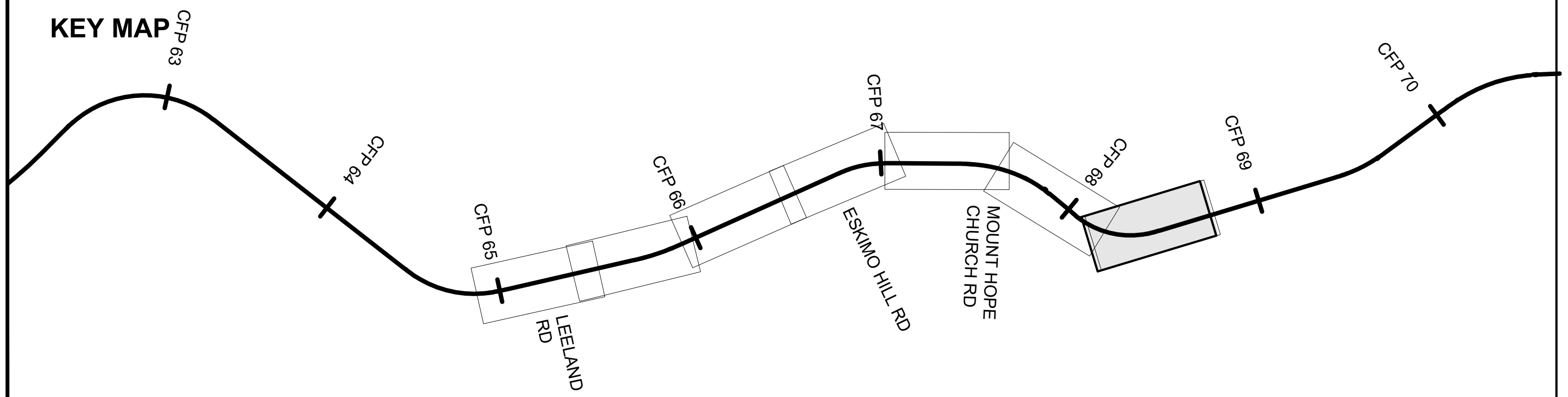
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
—·—	CSXT ROW
—‑‑‑—	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN
R10C-POTOMAC CREEK THIRD TRACK NORTH

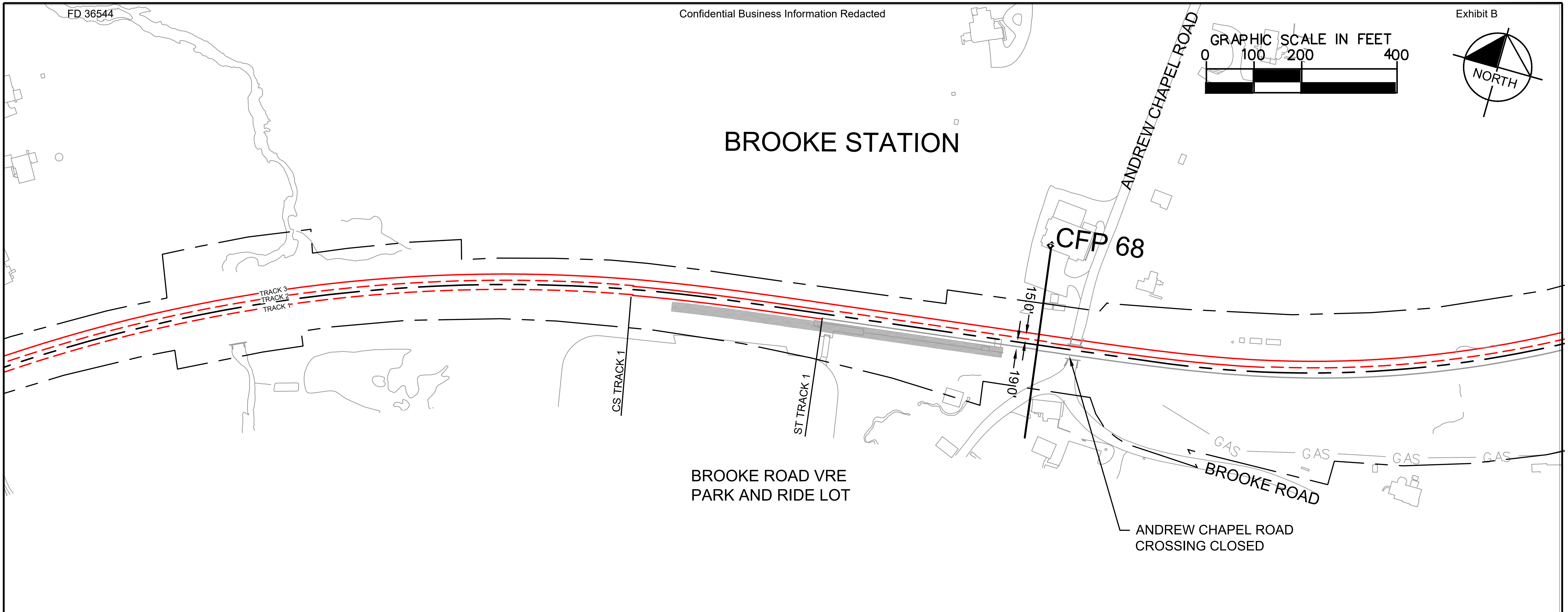
CSXT VAL MAP:V28684
DATE: 3/16/2021

SHEET
EV-093
OF
EV-283

Mar, 16 2021 12:14 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10C_Potomac Creek 3rd Track North-J\CAD\Sheets\Rollplots\R10C-xS-Rollplot.dwg By: Sydney.Gravitt

Confidential Business Information Redacted

Exhibit B



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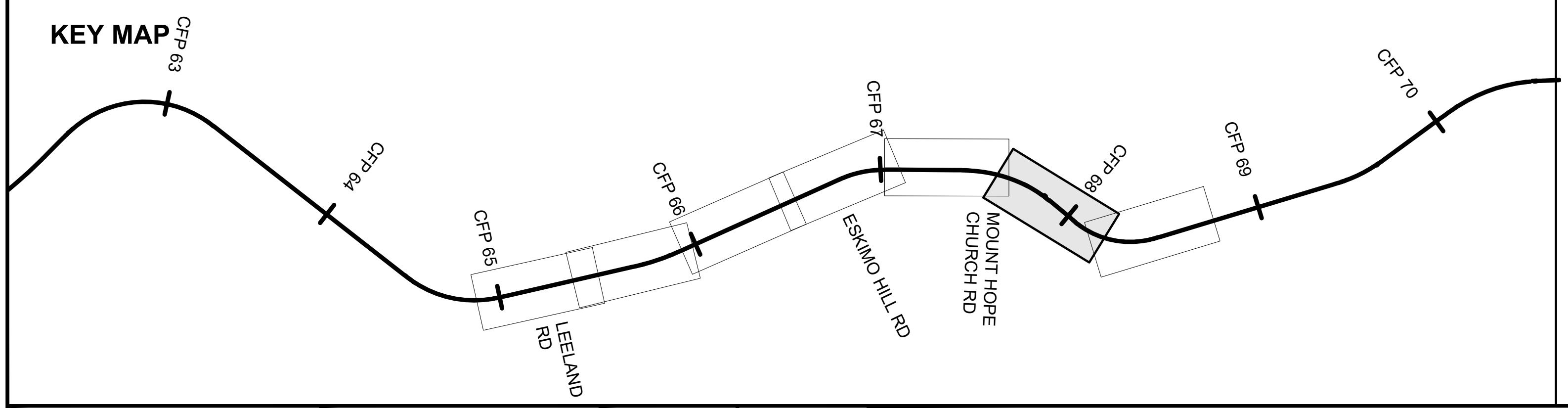
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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───	PROPOSED TRACK
- - - -	SHIFTED TRACK
─ - ─	CSXT ROW
─ - - -	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683

DATE: 3/16/2021

FD 36544

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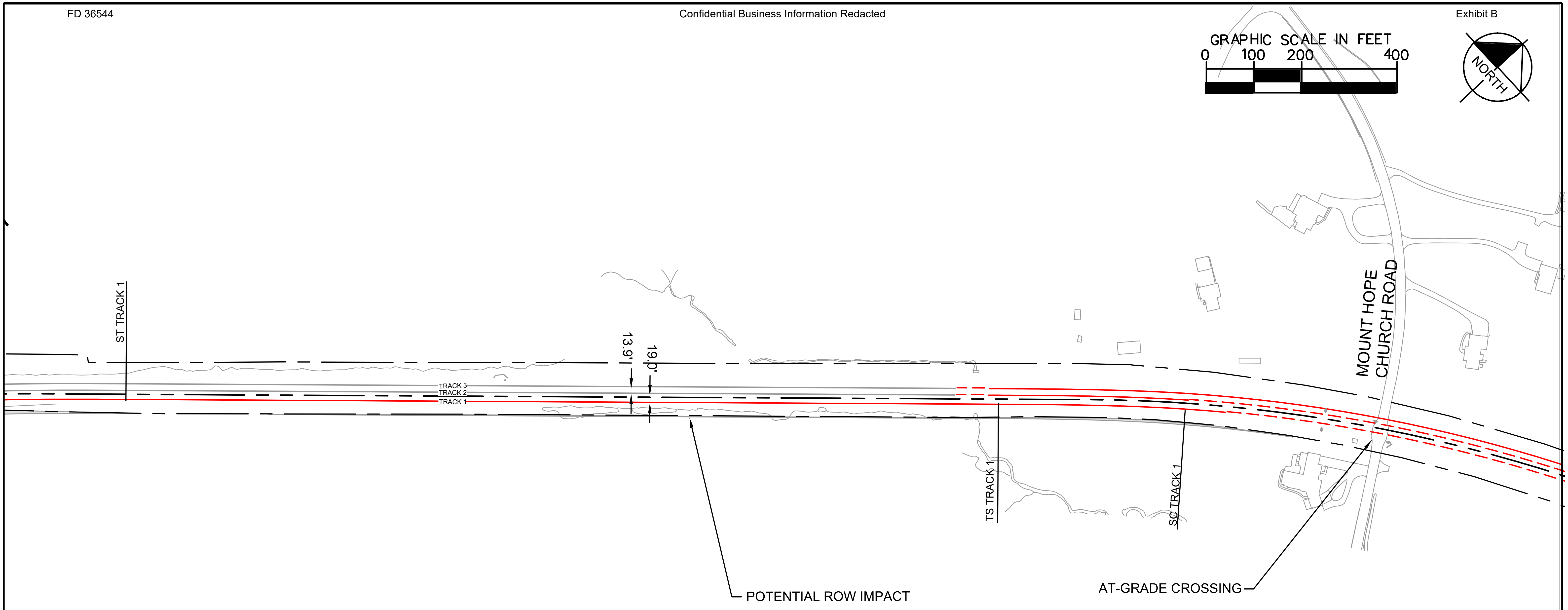
Exhibit B



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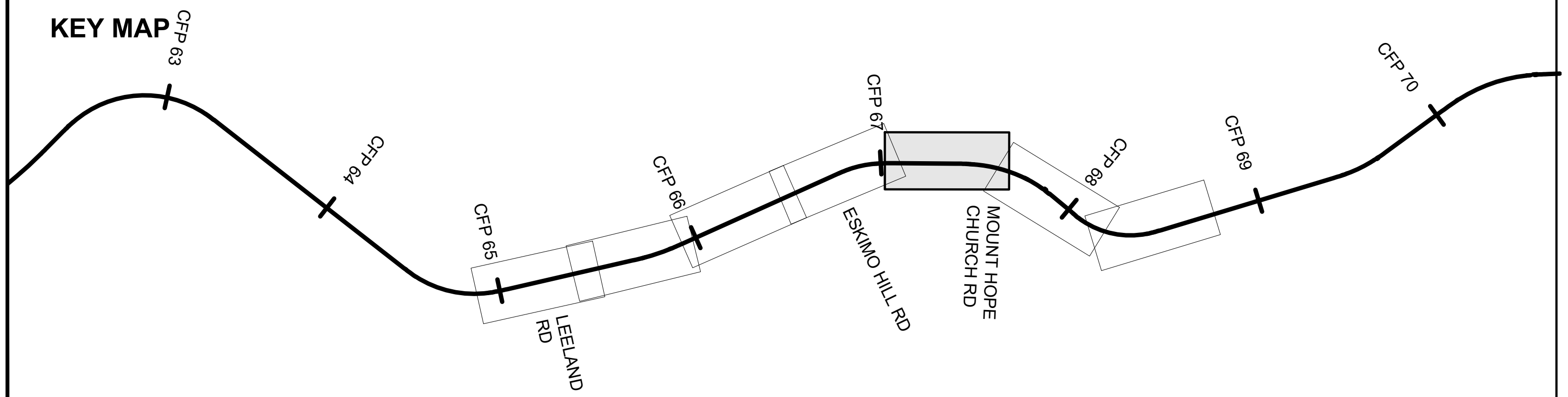
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683

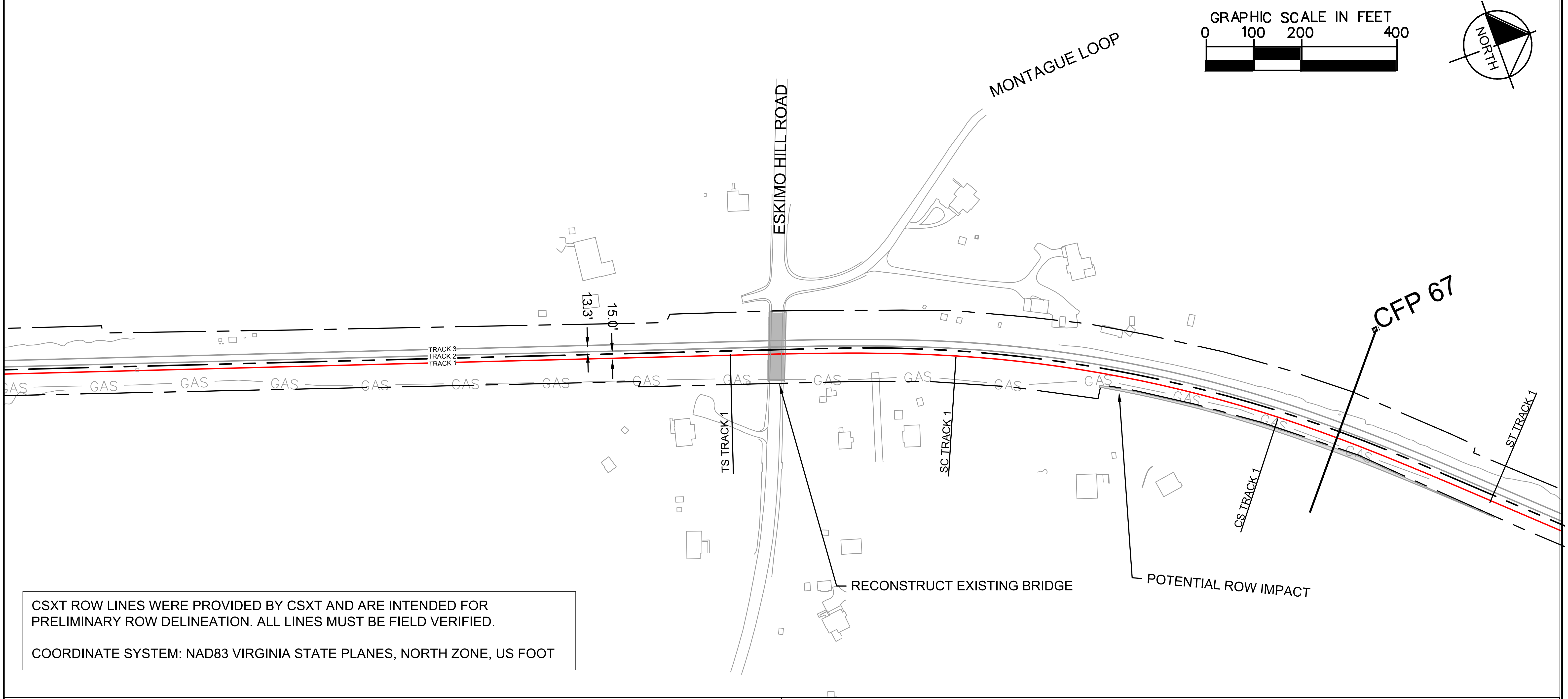
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-095
OF
EV-283

Mar, 16 2021 12:14 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10C_Potomac Creek 3rd Track North-J\CAD\Sheets\Railplots\R10C-xS-Railplot.dwg By: Sydney.Gravitt

Exhibit B



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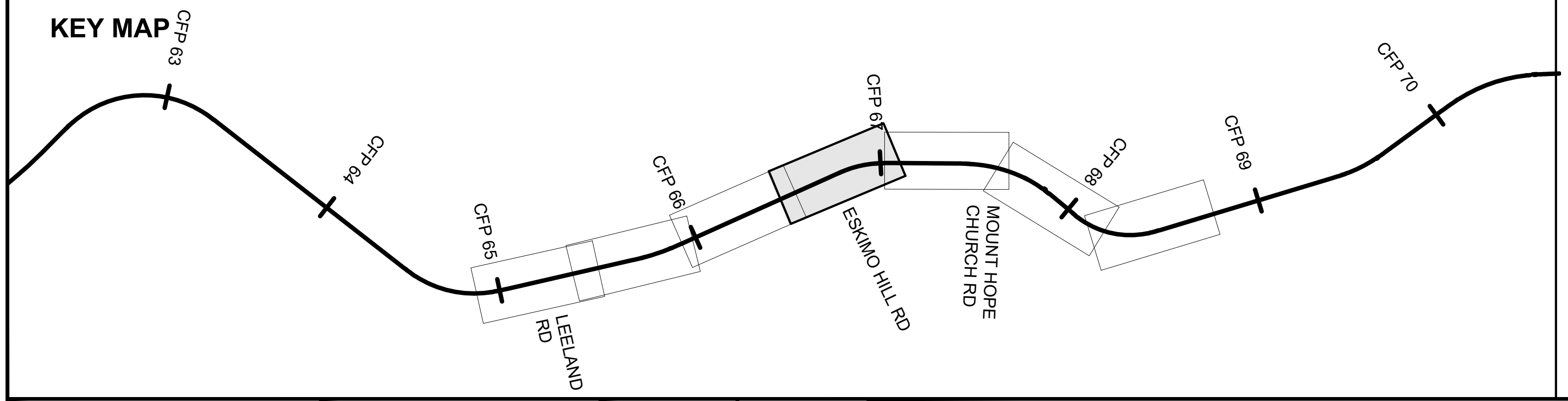
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—— EXISTING TRACK	— - - — CSXT-DRPT DELINEATION
—— PROPOSED TRACK	▬ ▬ ▬ JURISDICTION LINE (FROM GIS)
- - - - SHIFTED TRACK	
— - — CSXT ROW	

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-096
OF
EV-283

Mar, 16 2021 12:14 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R10C_Potomac Creek 3rd Track North–J\CAD\Sheets\Railplots\R10C–xS–Railplot.dwg By: Sydney.Gravitt

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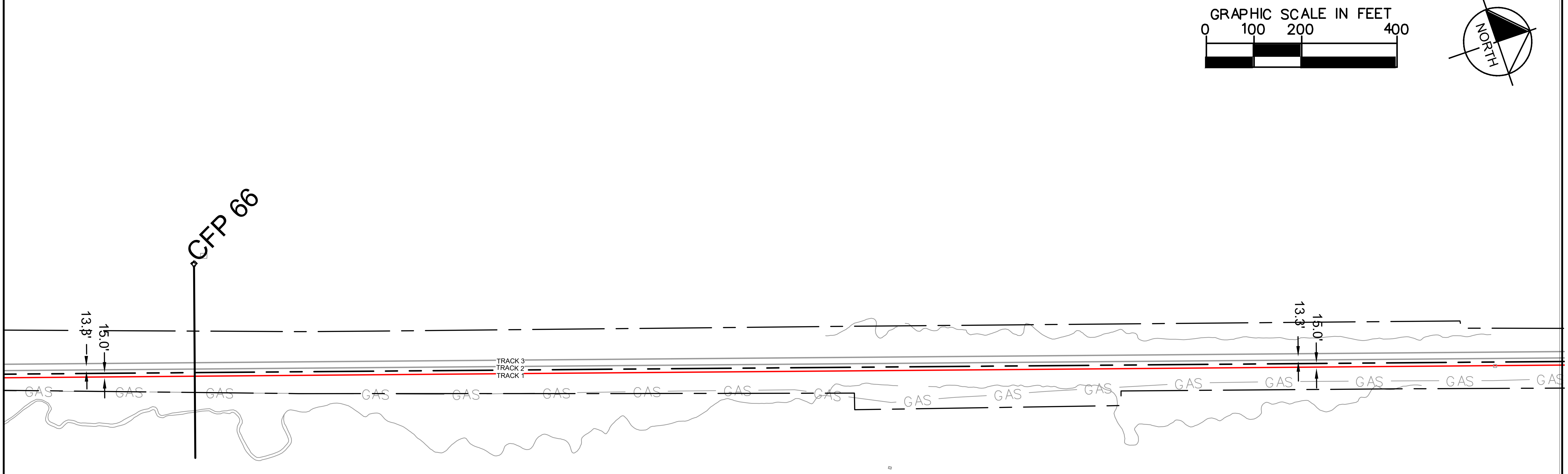

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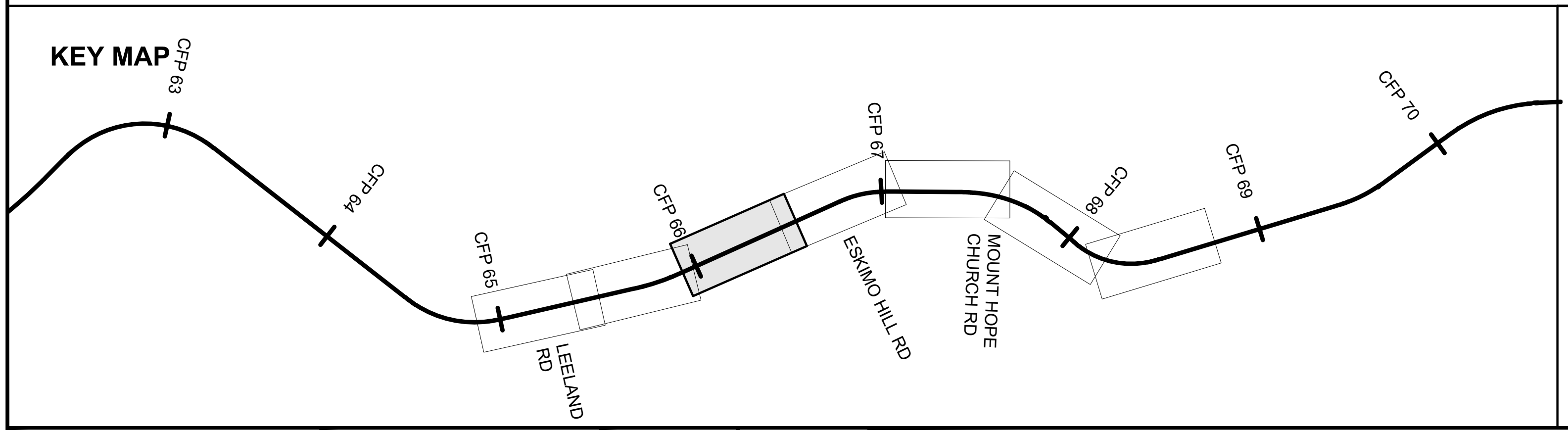
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
—— - ——	CSXT ROW
—— - - - ——	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683
DATE: 3/16/2021

SHEET
EV-097
OF
EV-283

Mar, 16 2021 12:14 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R10C_Potomac Creek 3rd Track North-J\CAD\Sheets\Railplots\R10C-xS-Railplot.dwg By: Sydney.Gravitt

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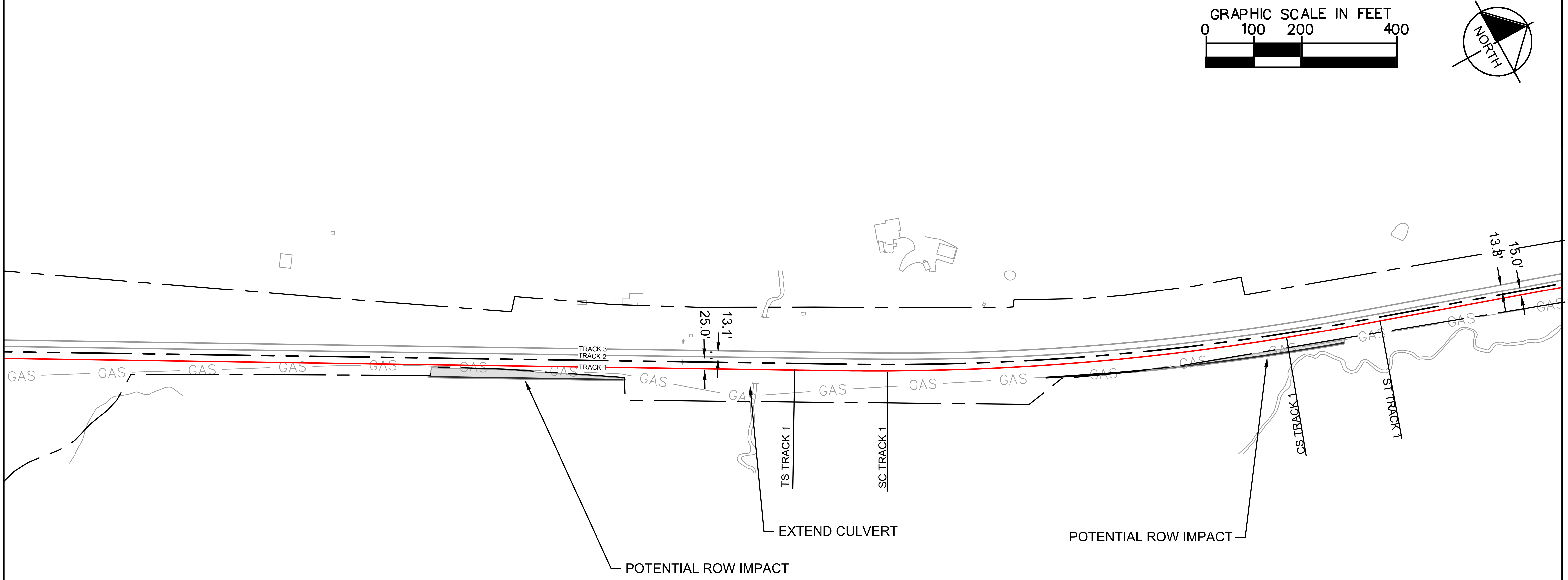

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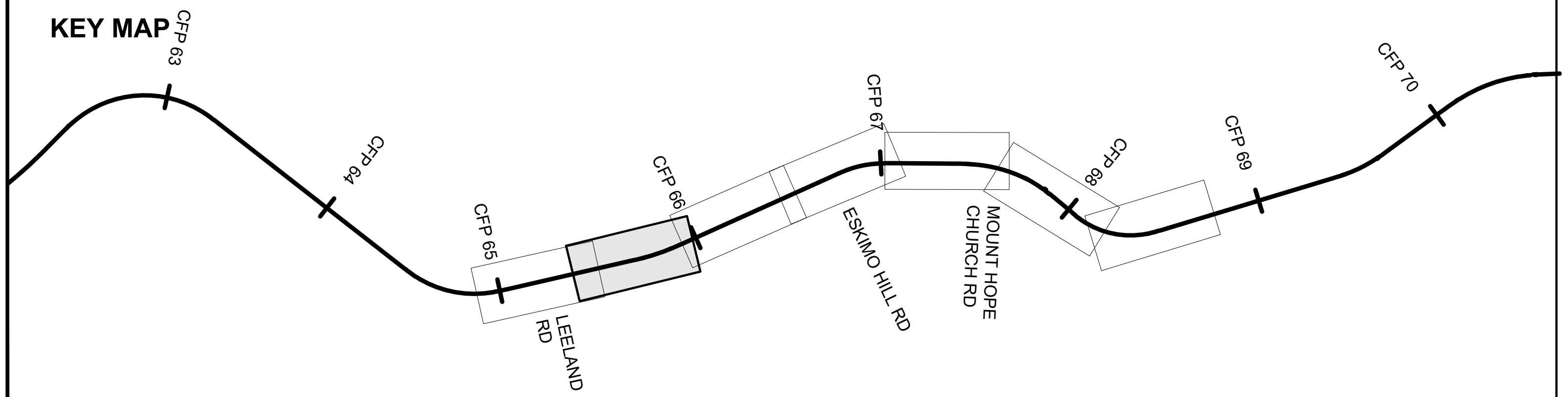
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28682
DATE: 3/16/2021

SHEET
EV-098
OF
EV-283

Mar, 16 2021 12:15 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10C_Potomac Creek 3rd Track North-J\CAD\Sheets\Railplots\R10C-xS-Railplot.dwg By: Sydney.Gravitt

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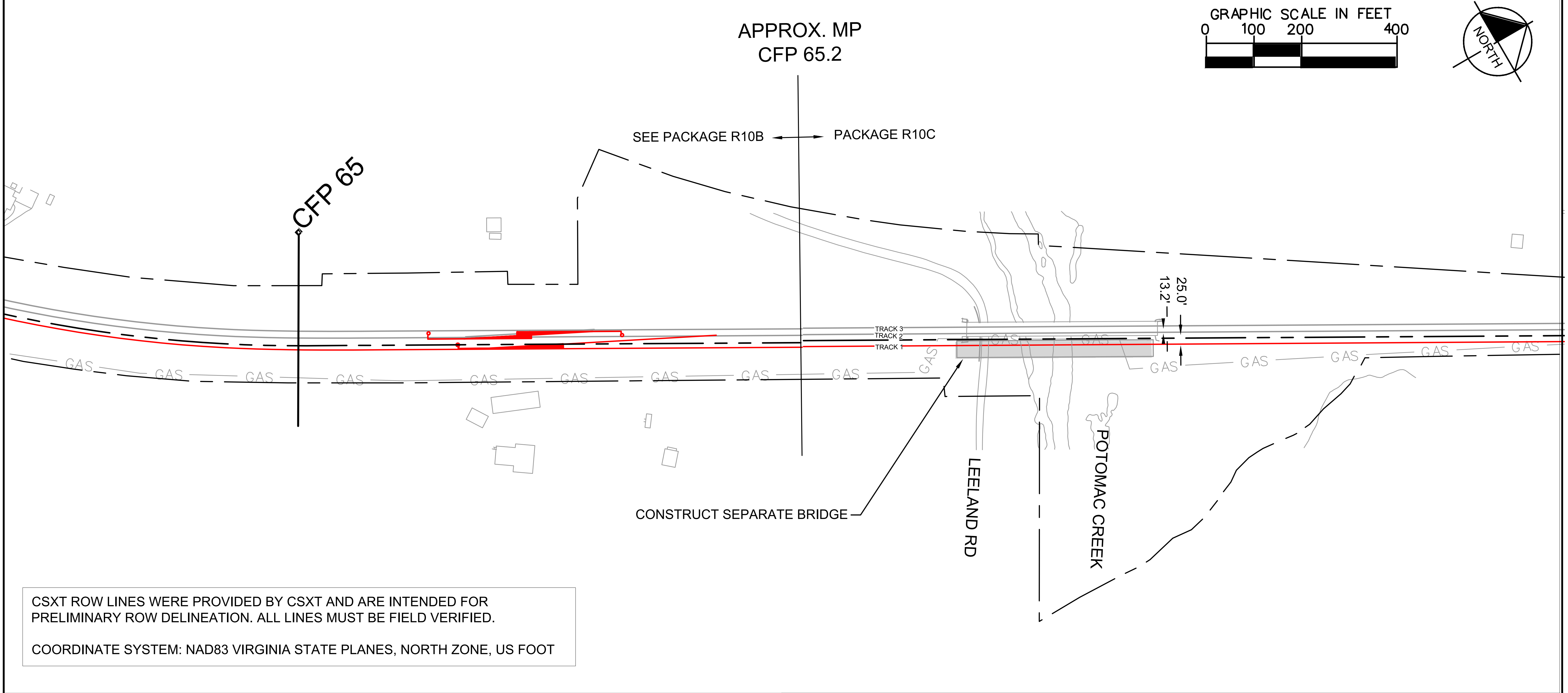

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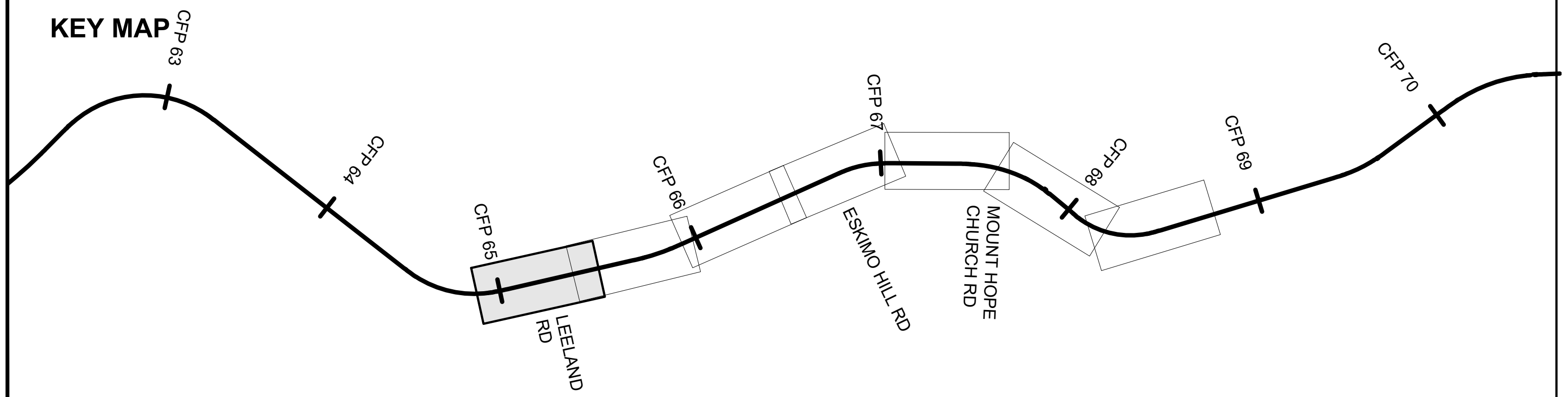
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - -	SHIFTED TRACK
— · —	CSXT ROW
— – – —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28682

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-099
OF
EV-283

Mar, 16 2021 12:15 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R10C_Potomac Creek 3rd Track North–J\CAD\Sheets\Railplots\R10C–xS–Railplot.dwg By: Sydney.Gravitt

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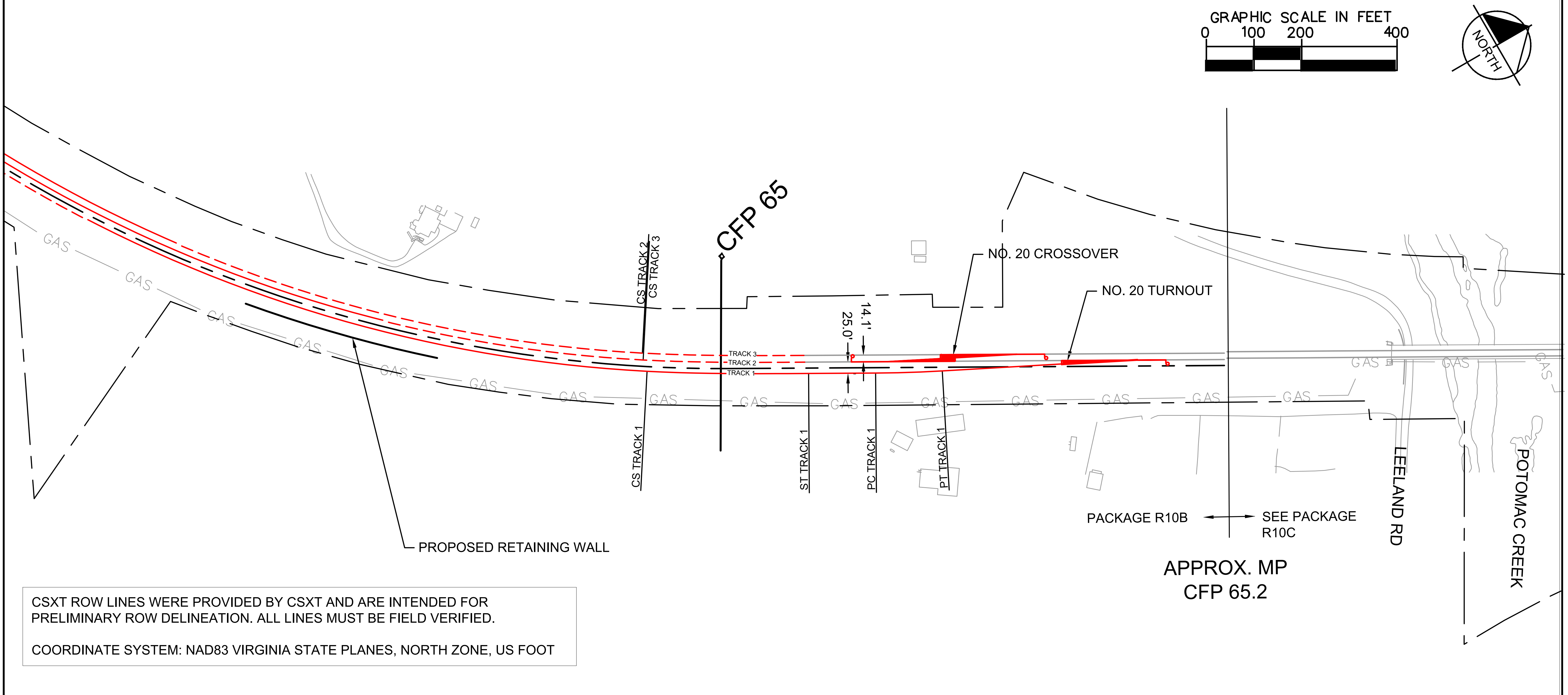
Exhibit B



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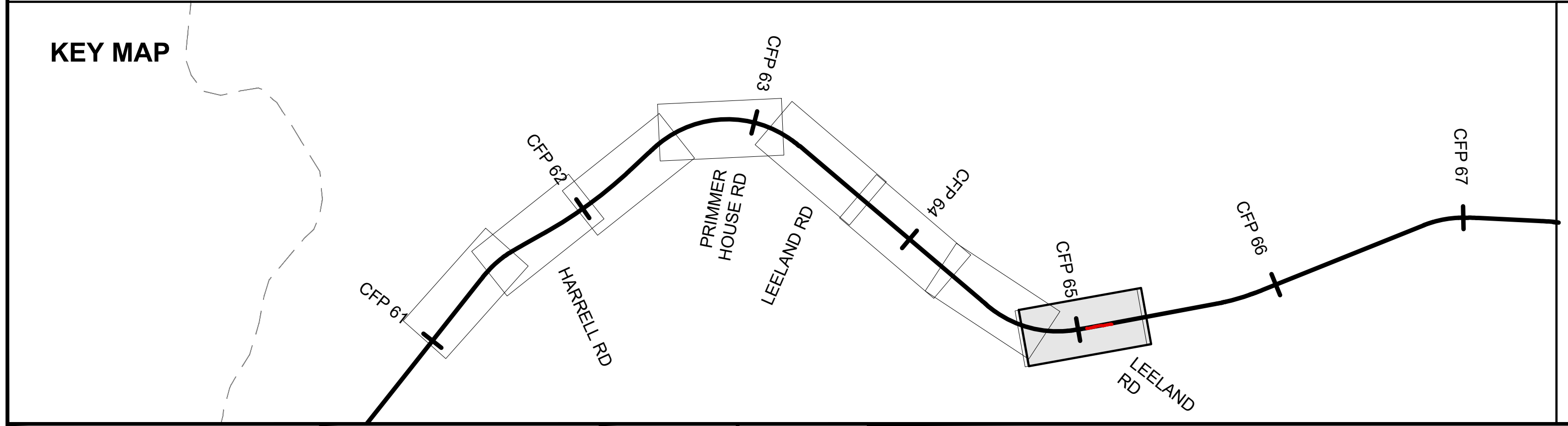
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28682

DATE: 3/16/2021

SHEET
EV-100
OF
EV-283

Mar, 16 2021 12:17 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Railplot.dwg By: Sydney.Gravitt

FD 36544

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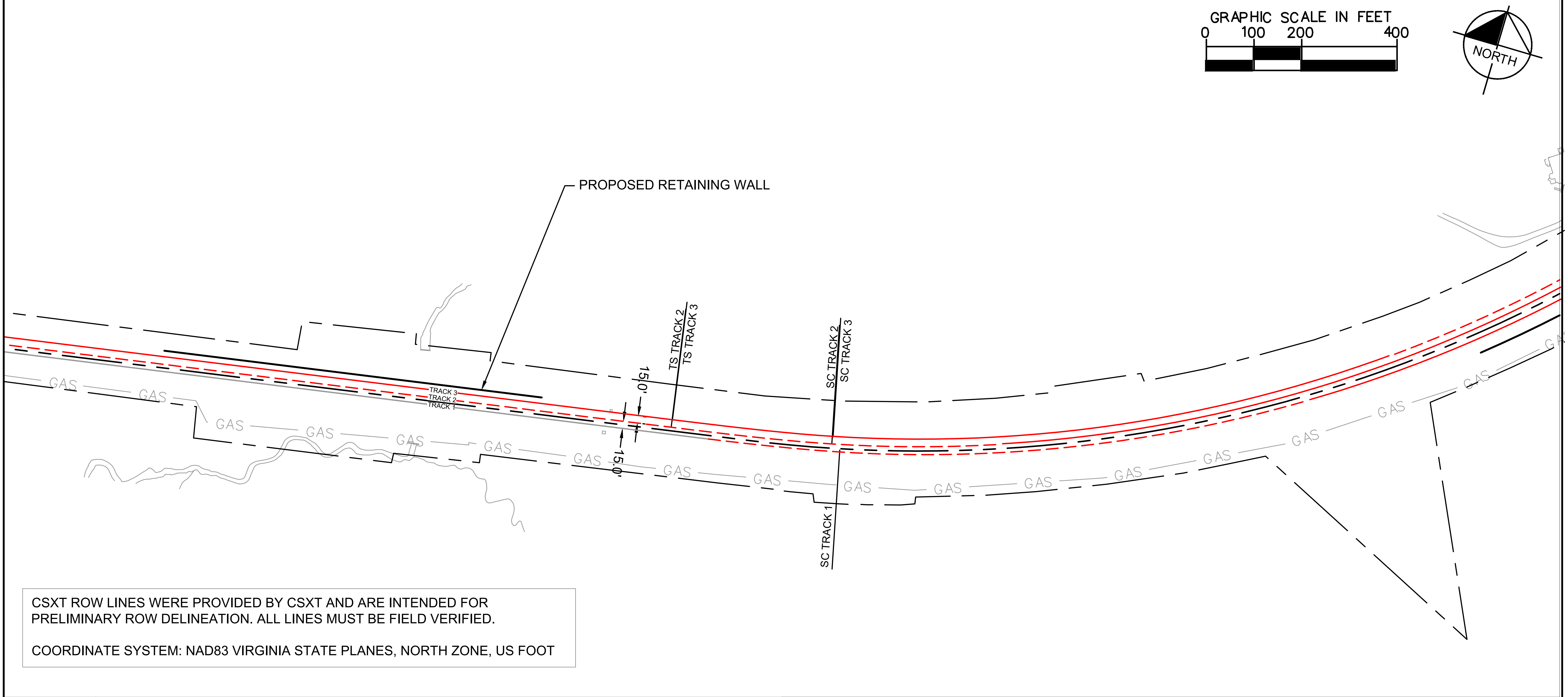
Exhibit B



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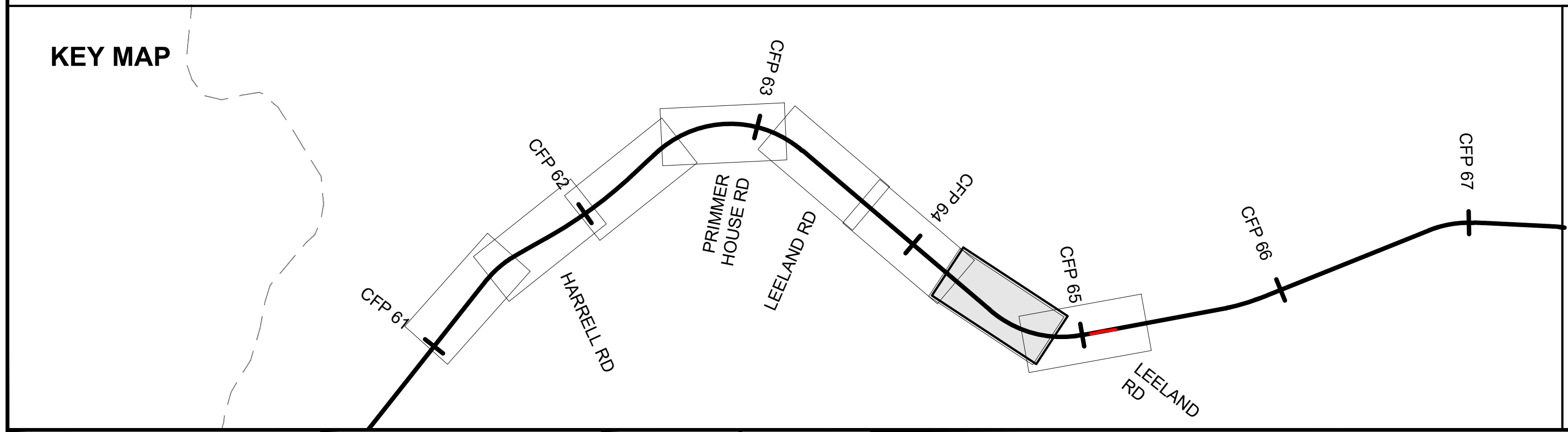
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28682

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-101
OF
EV-283

Mar, 16 2021 12:18 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R10B_Potomac Creek 3rd Track South–A\CAD\Sheets\R10B–xS–Rollplot.dwg By: Sydney.Gravitt

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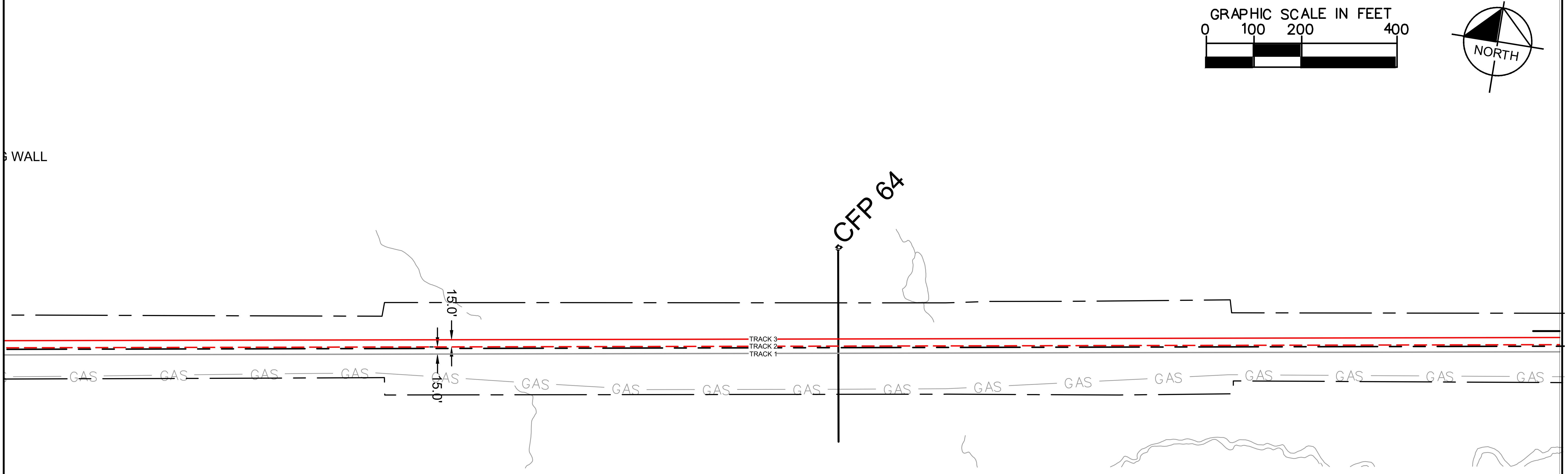

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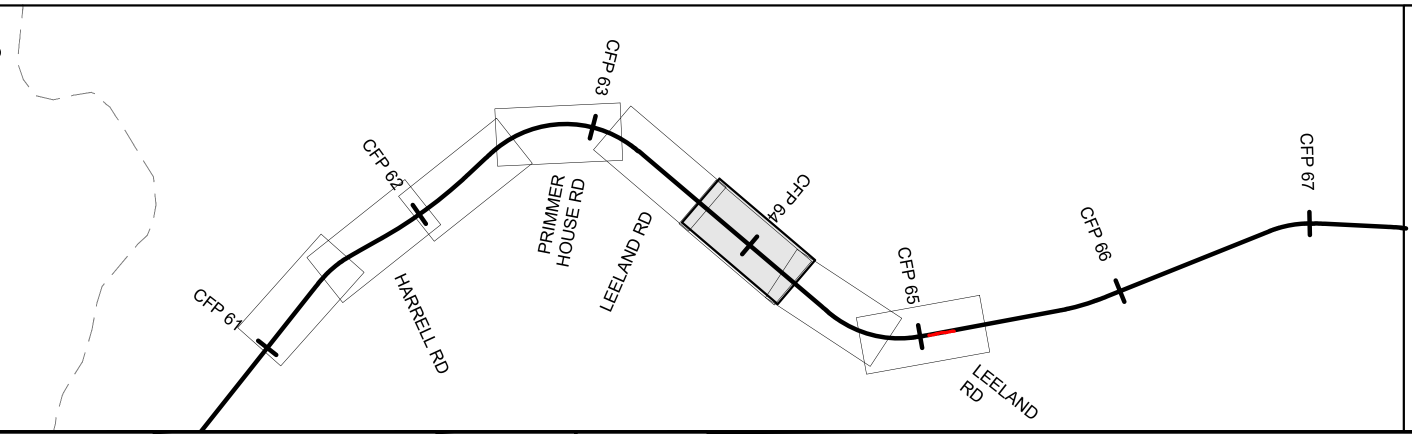
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28681

DATE: 3/16/2021

SHEET
EV-102
OF
EV-283

Mar, 16 2021 12:18 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Rollplot.dwg By: Sydney.Gravitt

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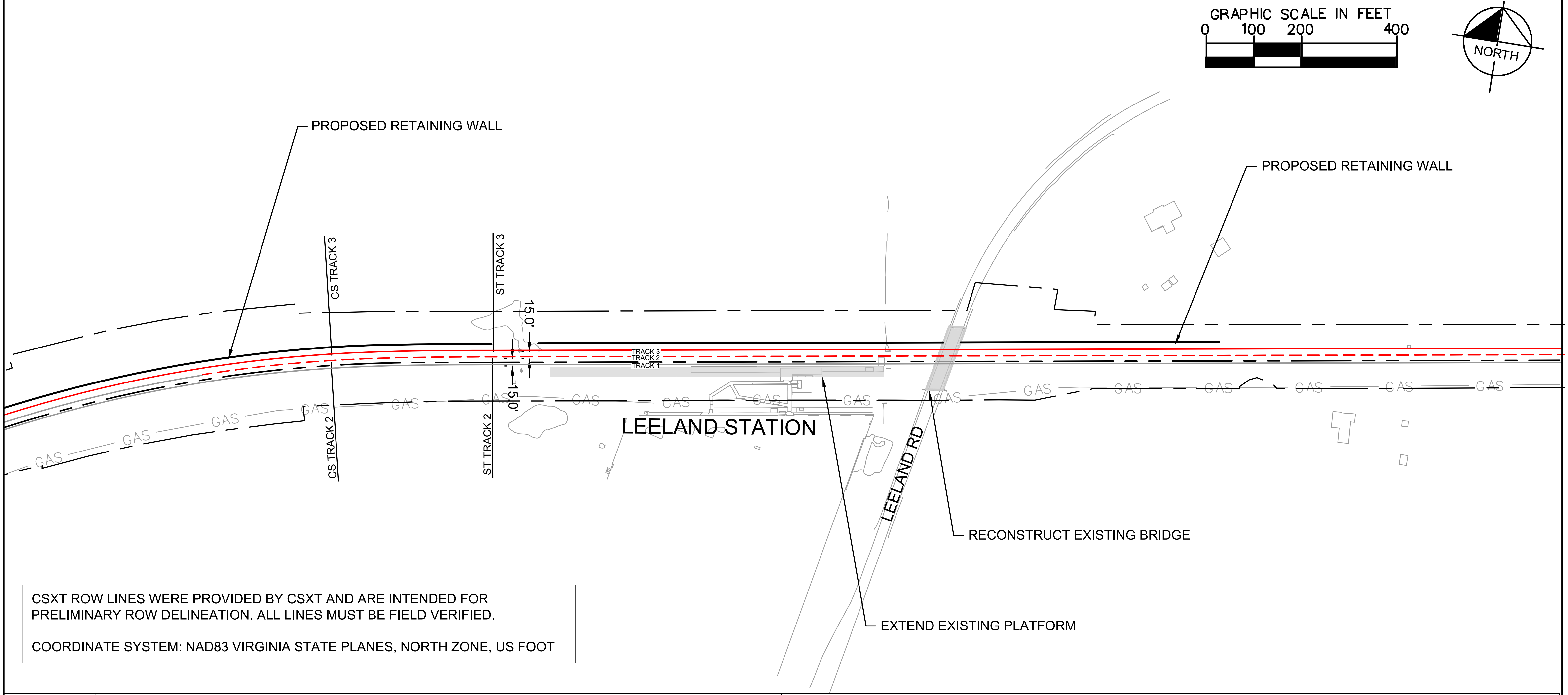

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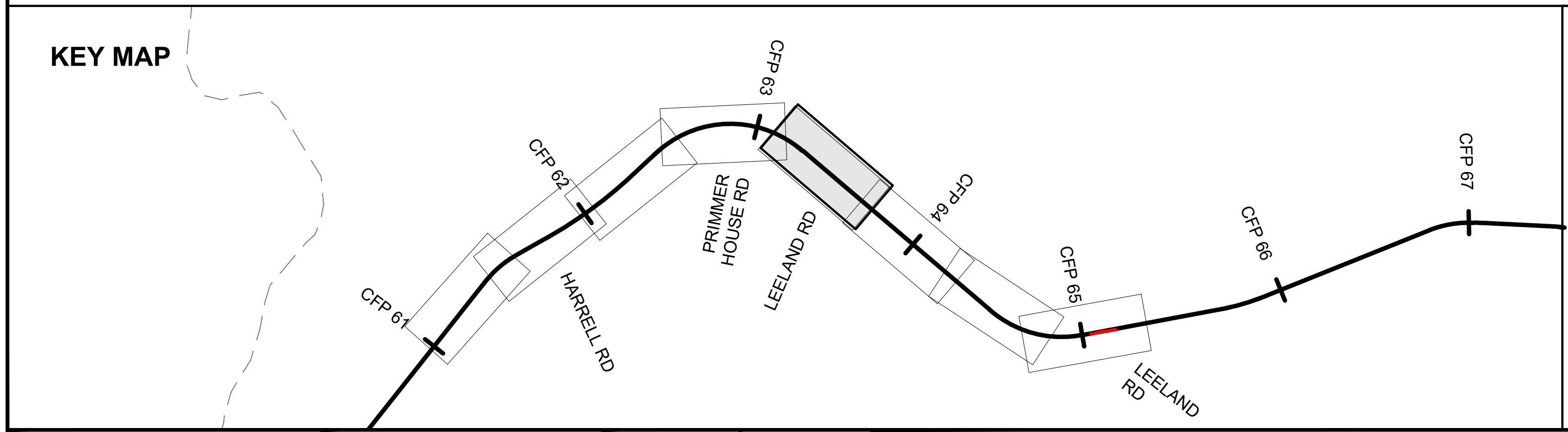
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28681

DATE: 3/16/2021

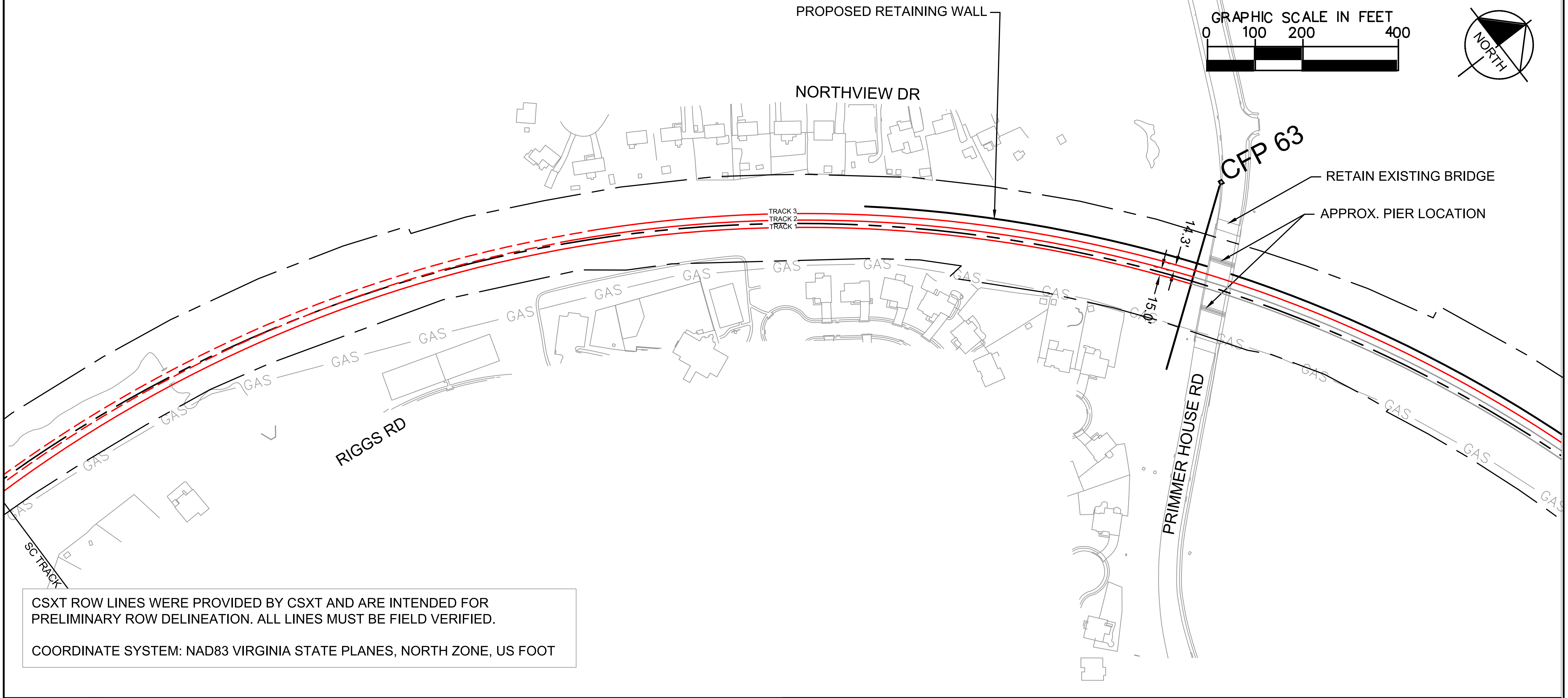
SHEET
EV-103
OF
EV-283

Mar, 16 2021 12:18 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Railplot.dwg By: Sydney.Gravitt

FD 36544

Confidential Business Information Redacted

Exhibit B



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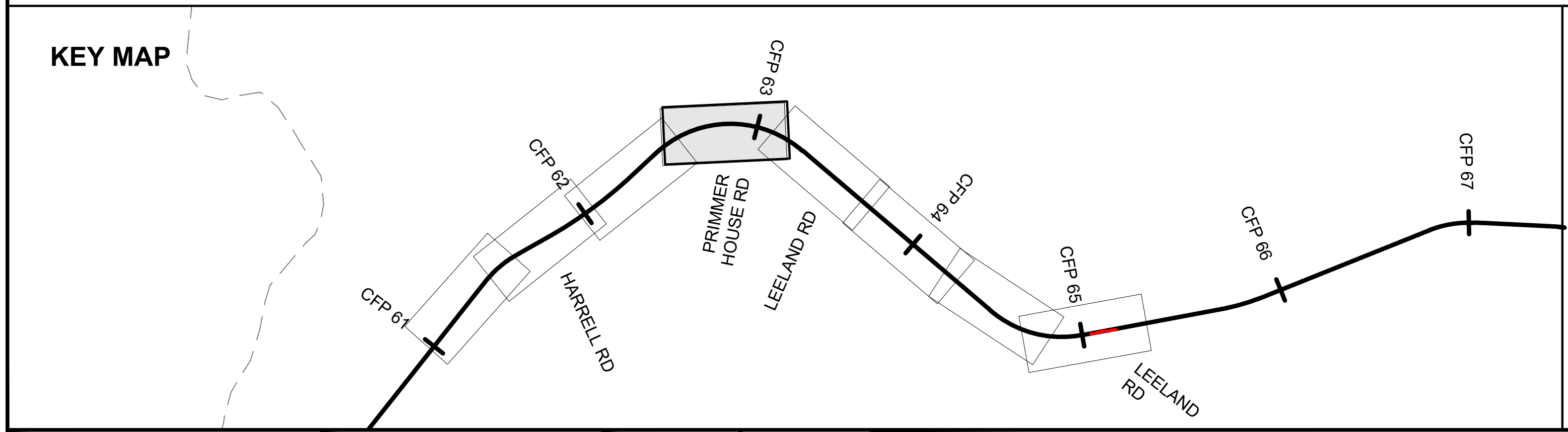
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK	CSXT-DRPT DELINEATION
PROPOSED TRACK	JURISDICTION LINE (FROM GIS)
SHIFTED TRACK	
CSXT ROW	

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28681

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-104
OF
EV-283

Mar, 16 2021 12:18 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Rollplot.dwg By: Sydney.Gravitt

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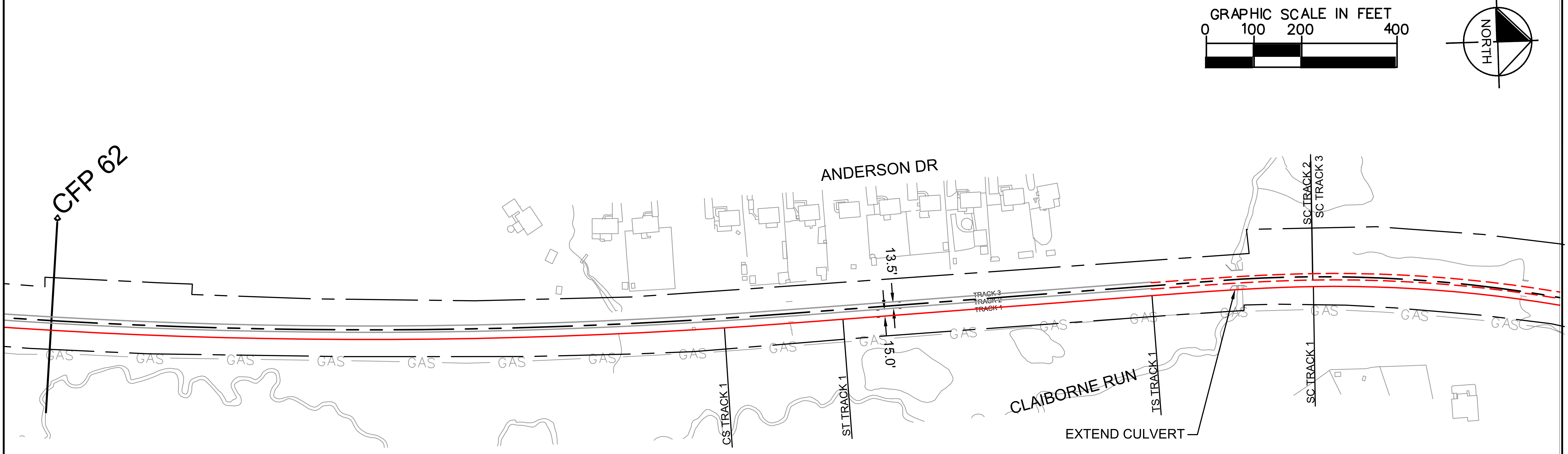

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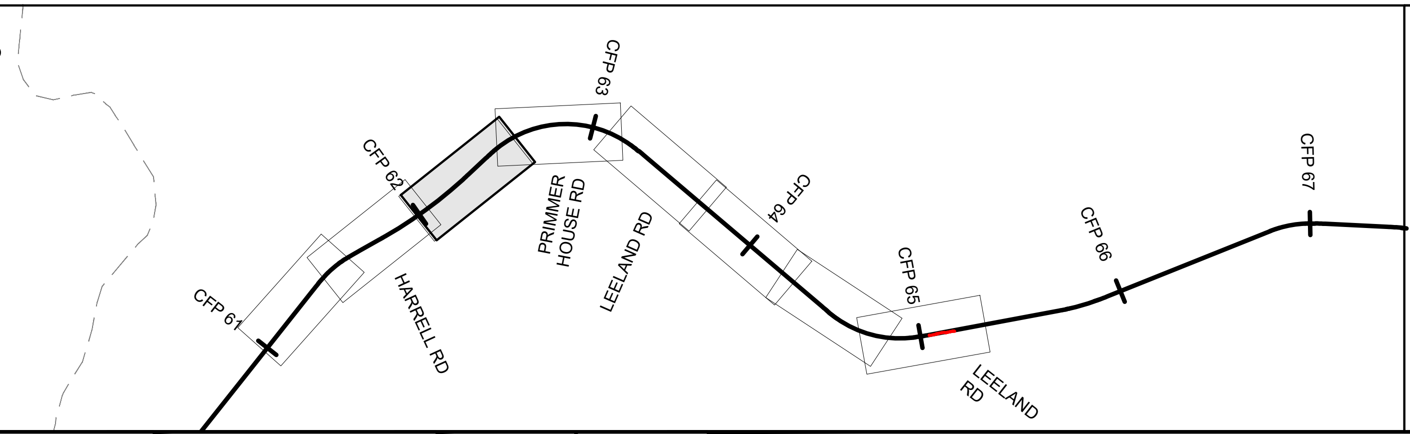
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

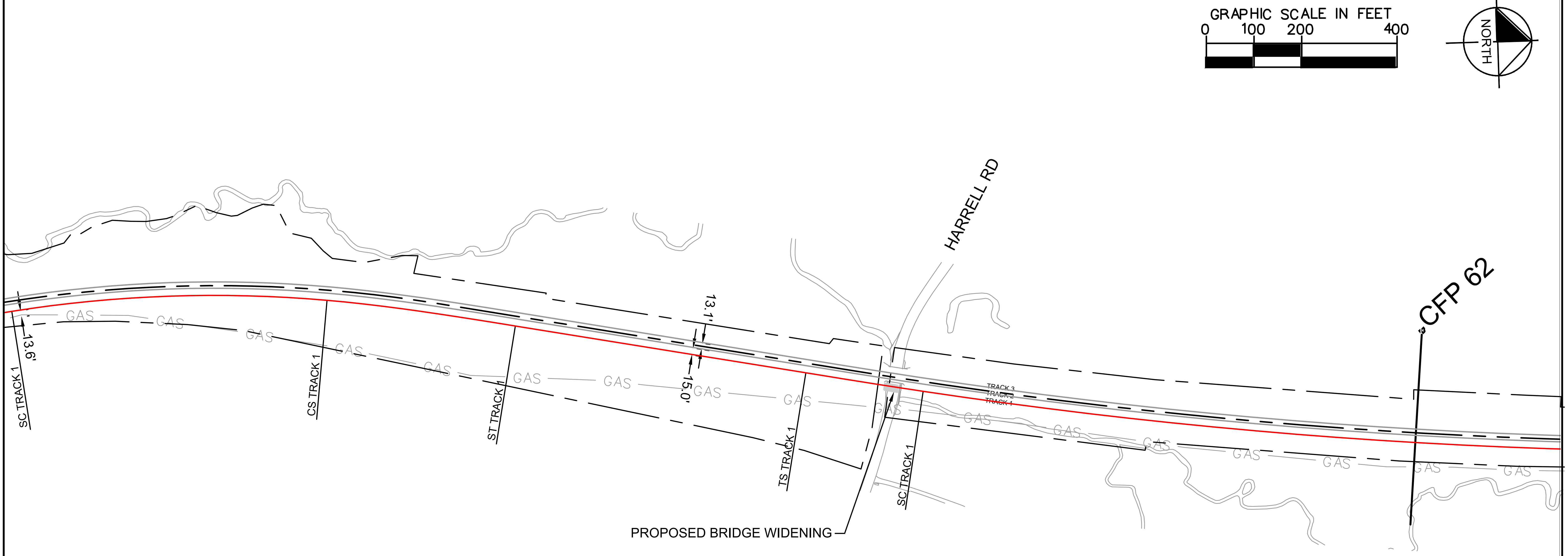
CSXT VAL MAP:V28542

DATE: 3/16/2021

SHEET
EV-105
OF
EV-283

Confidential Business Information Redacted

Exhibit B



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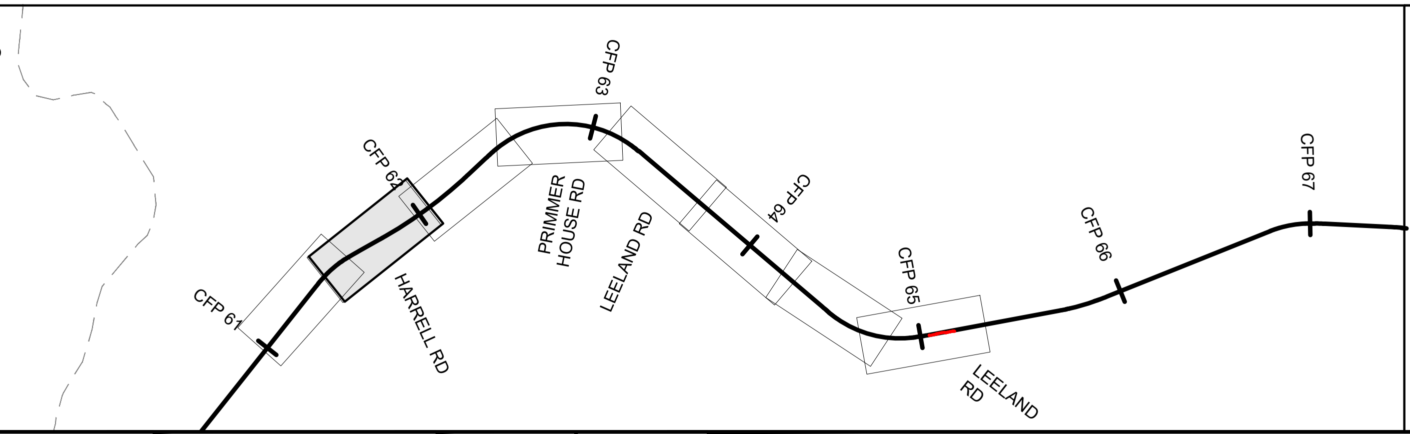
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

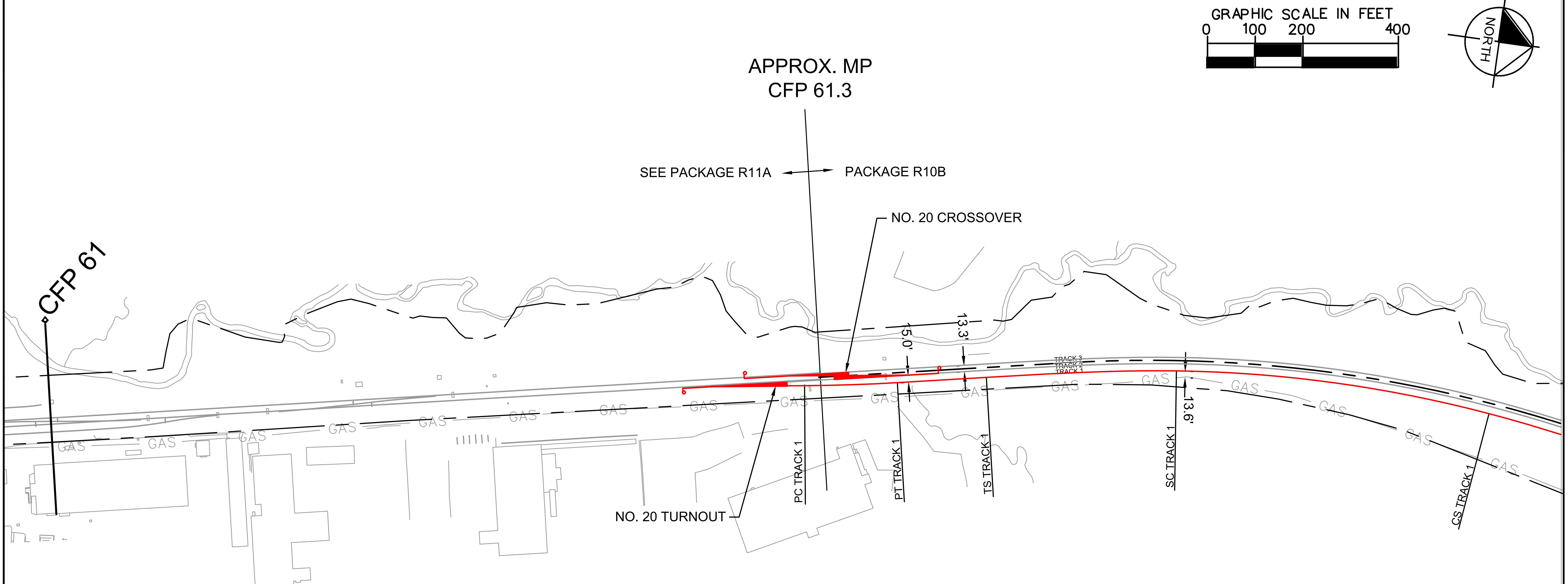
CSXT VAL MAP:V28540

DATE: 3/16/2021

SHEET
EV-106
OF
EV-283

Mar, 16 2021 12:18 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Rollplot.dwg By: Sydney.Gravitt

Exhibit B



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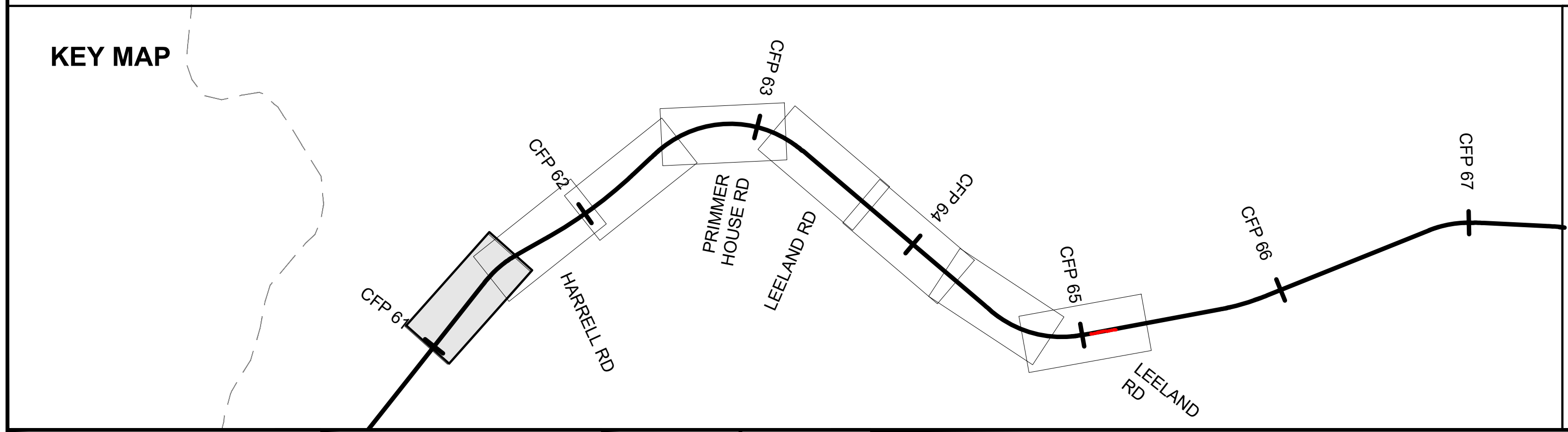
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
─ - ─	CSXT ROW
─ - - - ─	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28540

DATE: 3/16/2021

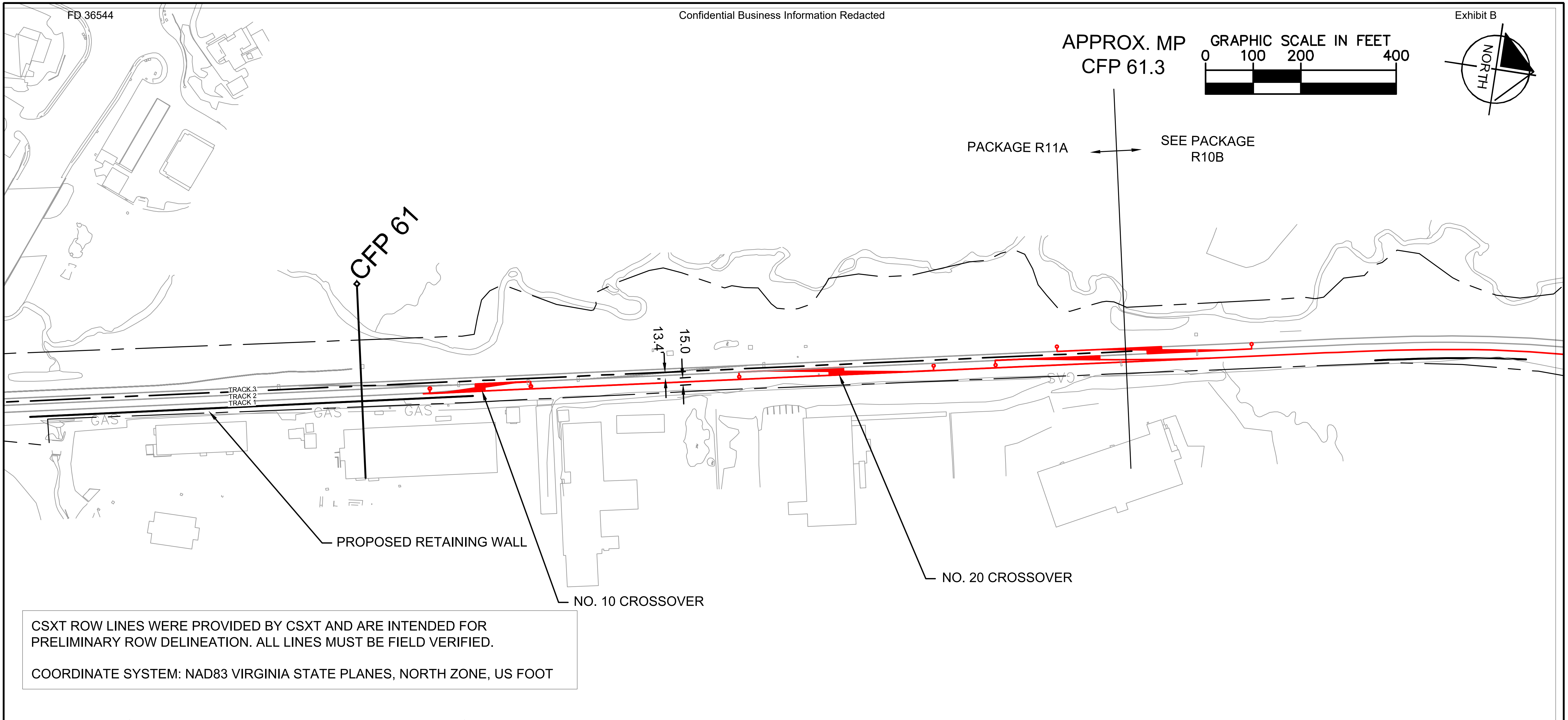
SHEET
EV-107
OF
EV-283

Mar, 16 2021 12:18 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Rollplot.dwg By: Sydney.Gravitt

FD 36544

Confidential Business Information Redacted

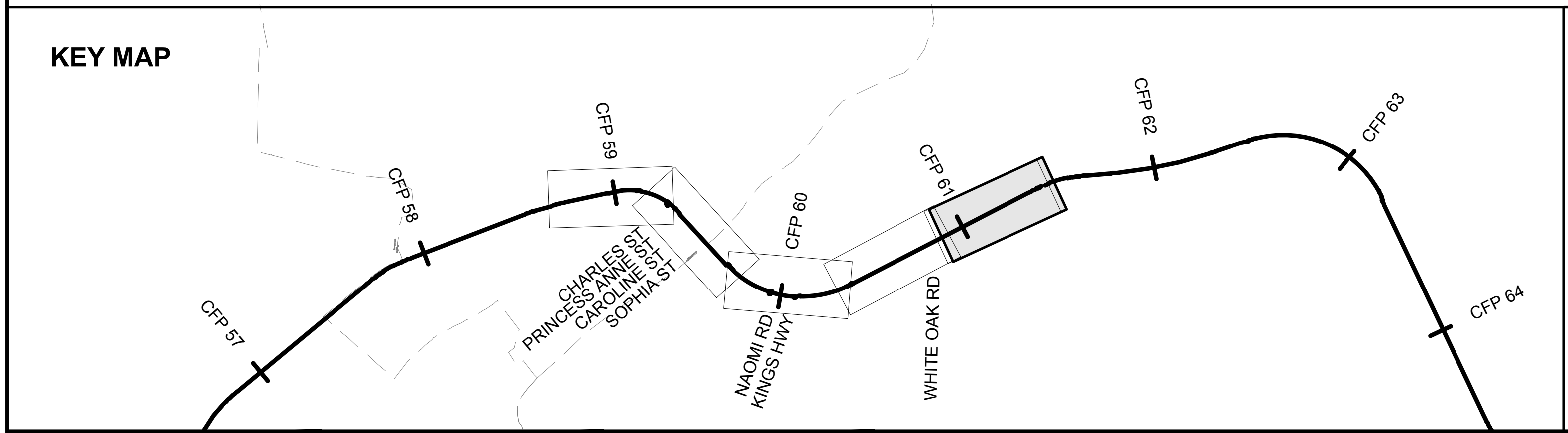
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R11A - RAPPAHANNOCK RIVER THIRD TRACK

CSXT VAL MAP:V28540

DATE: 3/16/2021

Kimley»Horn

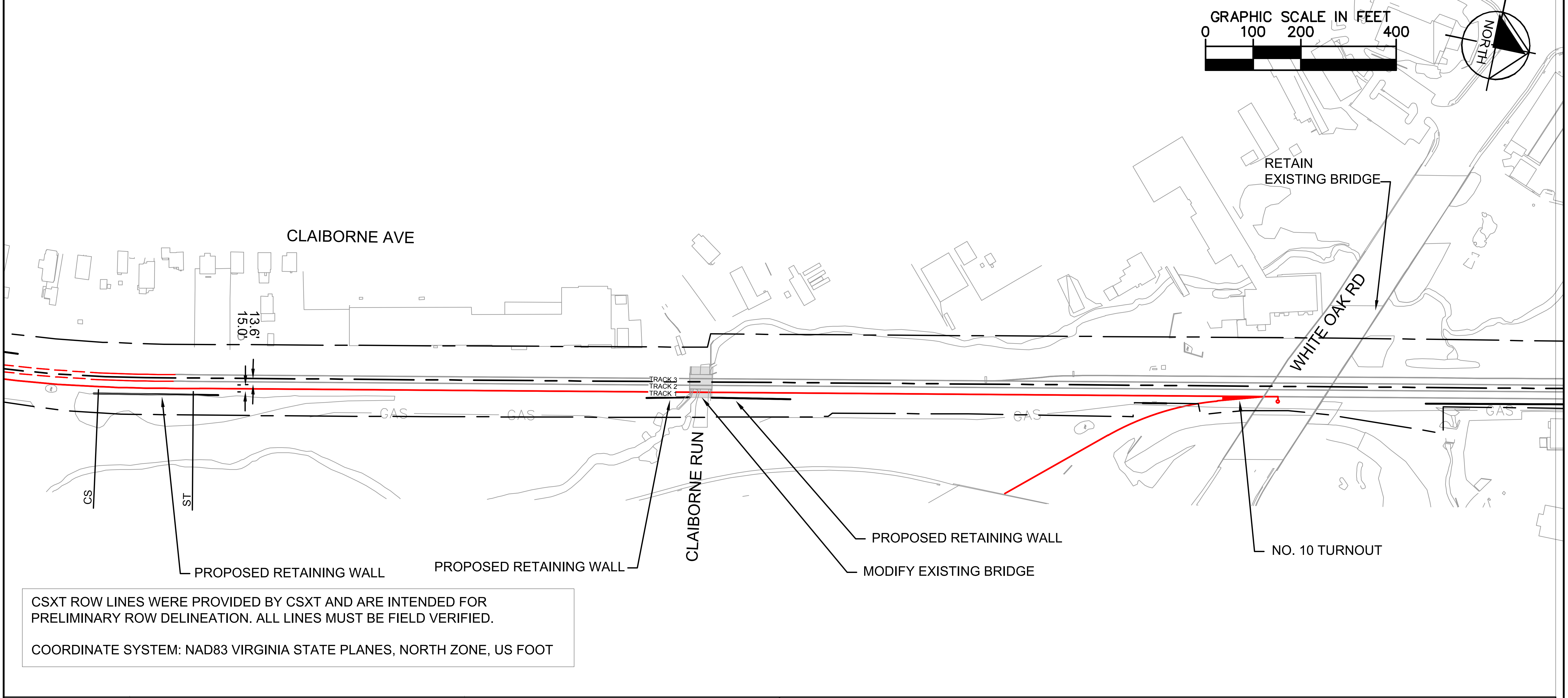
SHEET
EV-108
OF
EV-283

Mar. 18 2021 12:20 pm K:\VWA_Transit\113262000 – Atlantic Gateway Program\Production\WP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track-K\CAD\Sheets\R11A-xS-Rollplot.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

Exhibit B



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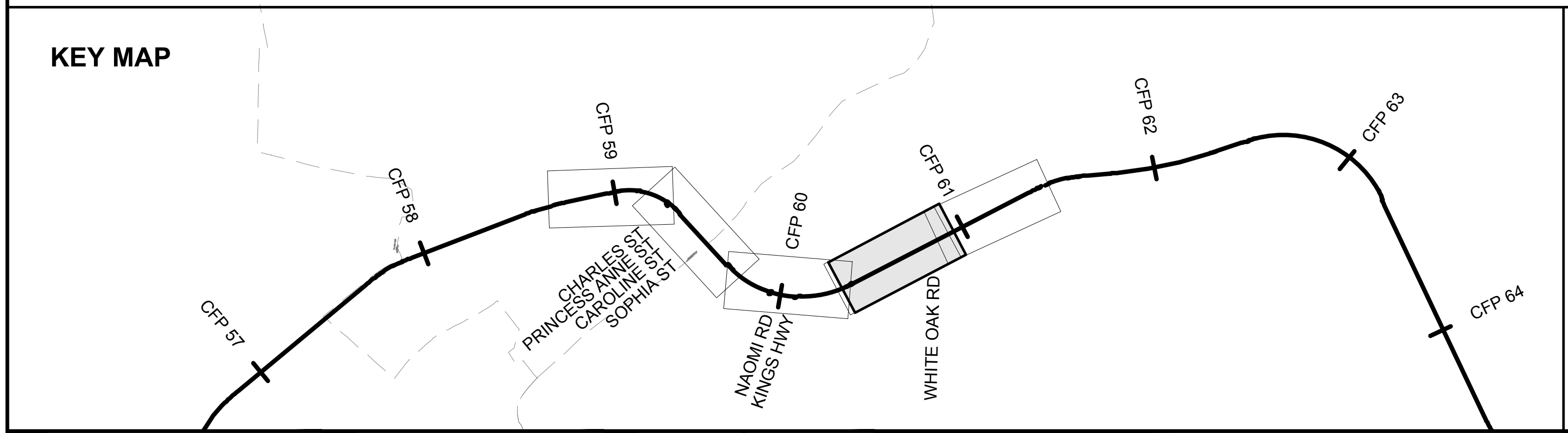
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County

ENHANCED VAL MAPS - DESIGN

R11A - RAPPAHANNOCK RIVER THIRD TRACK

CSXT VAL MAP:V28540

DATE: 3/16/2021

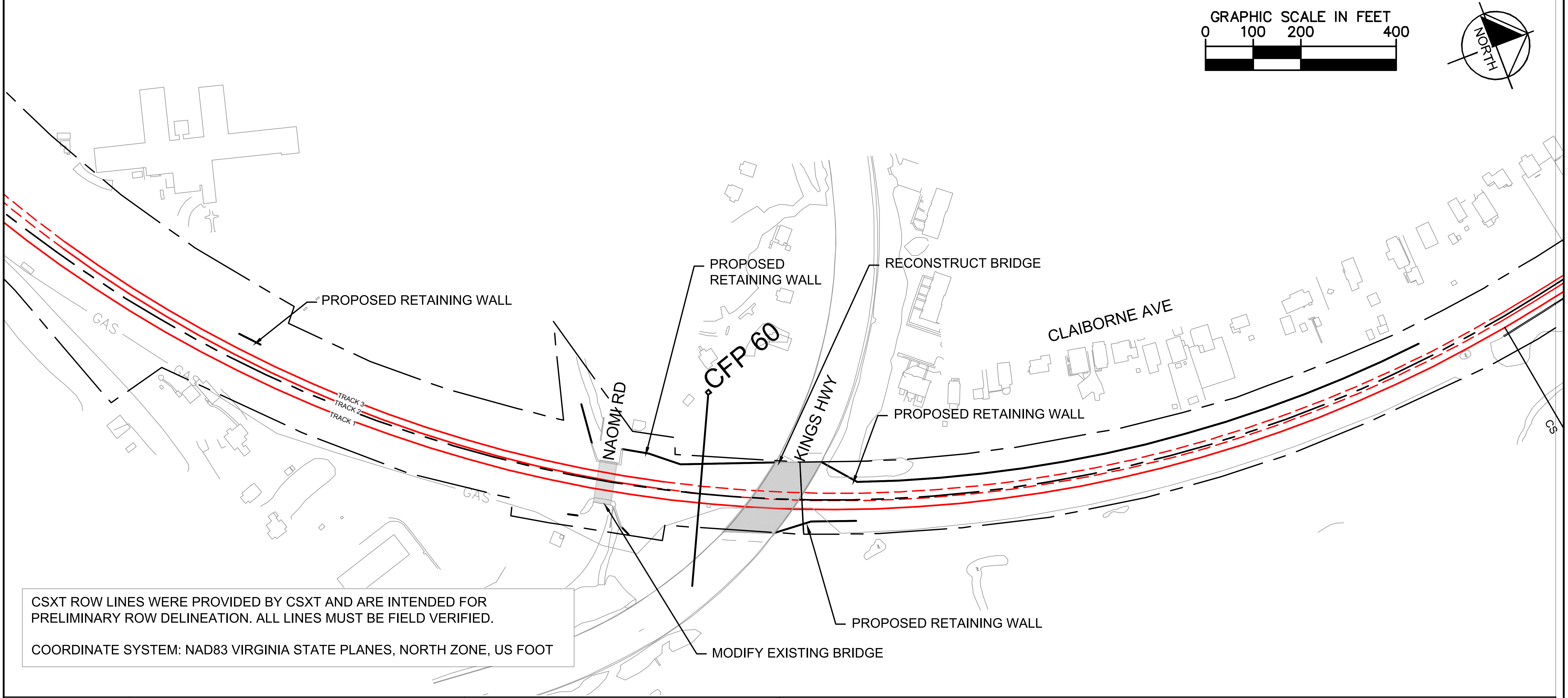
SHEET
EV-109
OF
EV-283

Mar. 18 2021 12:20 pm K:\VA_Transit\113262000 – Atlantic Gateway Program\Production\WP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track–K\CAD\Sheets\R11A–xS–Rollplot.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

Exhibit B



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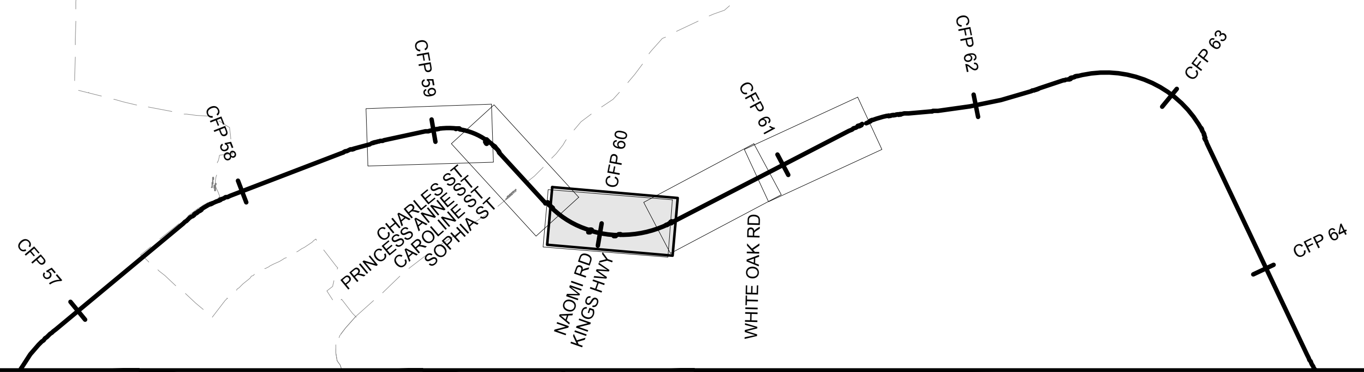
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R11A - RAPPAHANNOCK RIVER THIRD TRACK

CSXT VAL MAP:V28538

DATE: 3/16/2021

Kimley»Horn

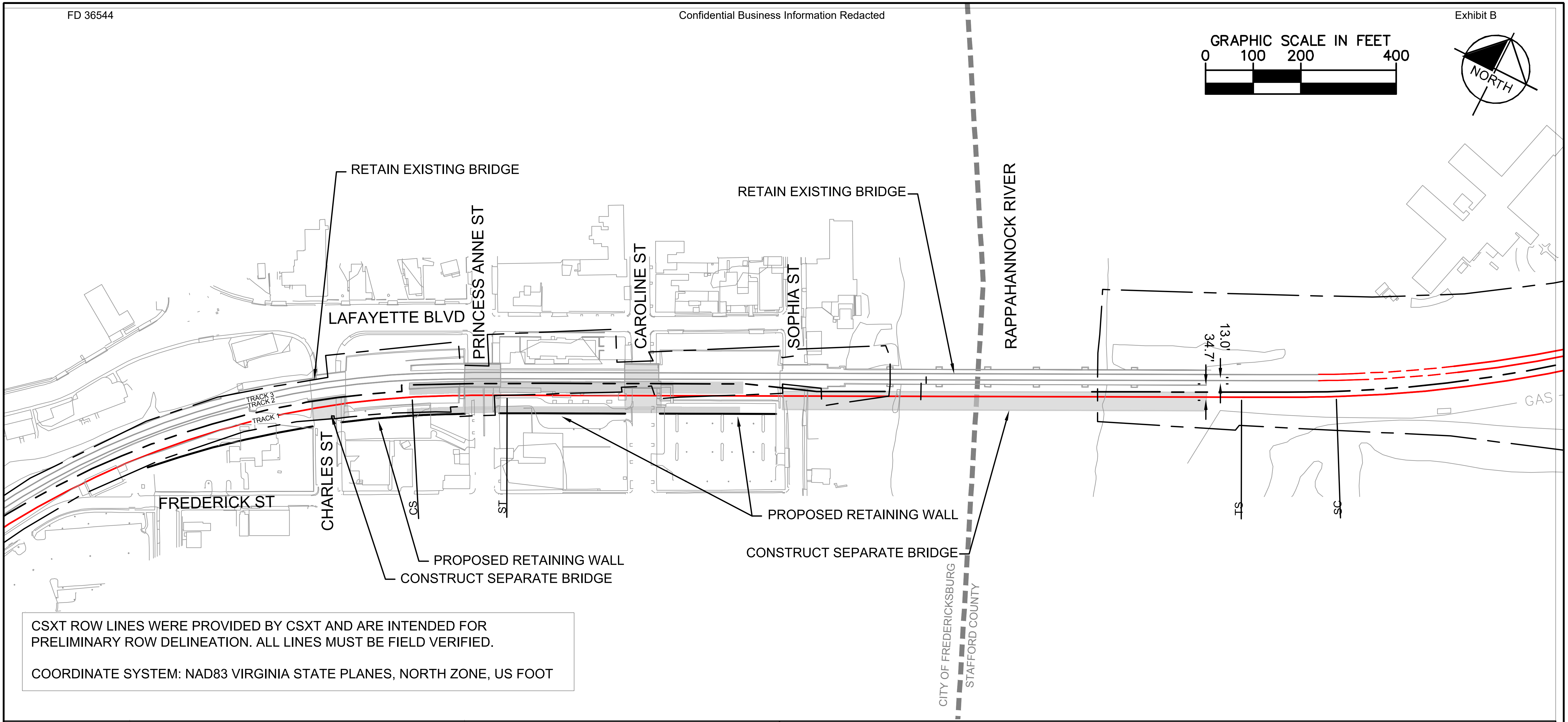
SHEET
EV-110
OF
EV-283

Mar, 16 2021 12:21 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R11A_Rappahannock River 3rd Track-K\CAD\Sheets\R11A-xS-Rollplot.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

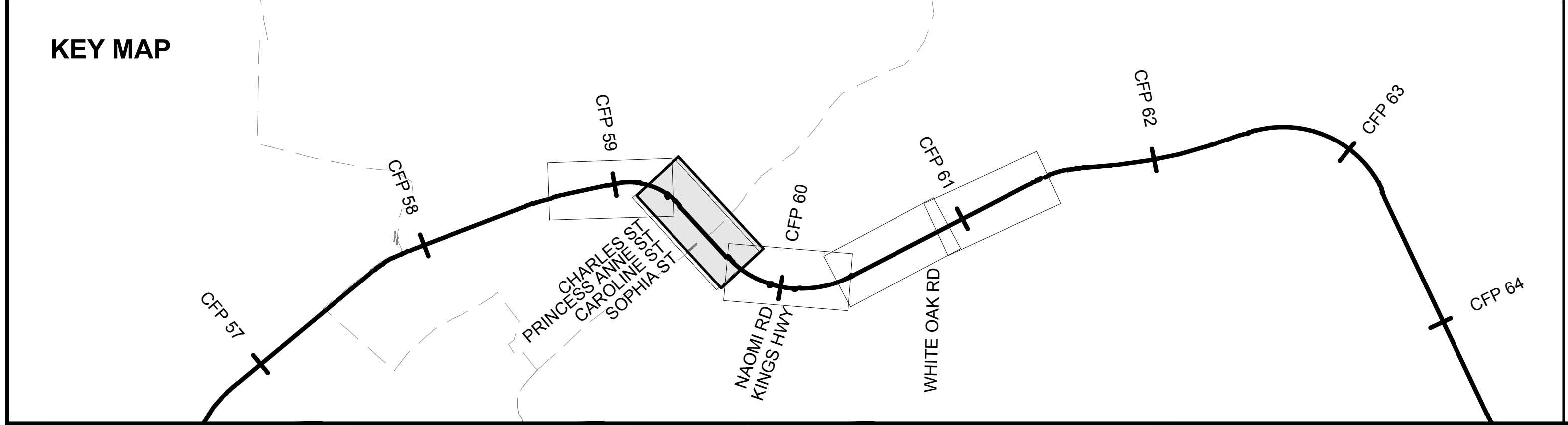
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK
──	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
■ ■ ■ ■	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R11A - RAPPAHANNOCK RIVER THIRD TRACK

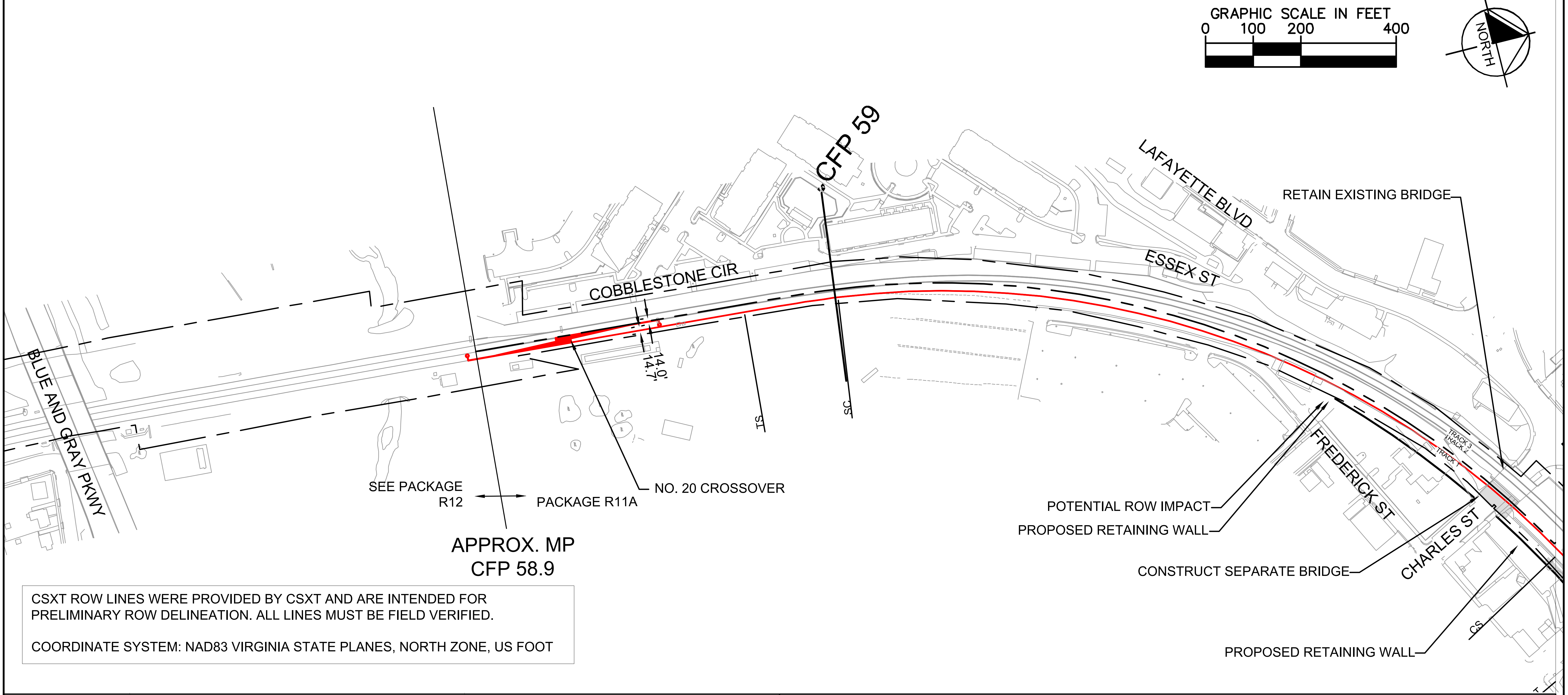
CSXT VAL MAP:V28538

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-111
OF
EV-283

Mar. 18 2021 12:21 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R11A_Rappahannock River 3rd Track-K\CAD\Sheets\R11A-xS-Railplot.dwg By: Chloe.Horwood



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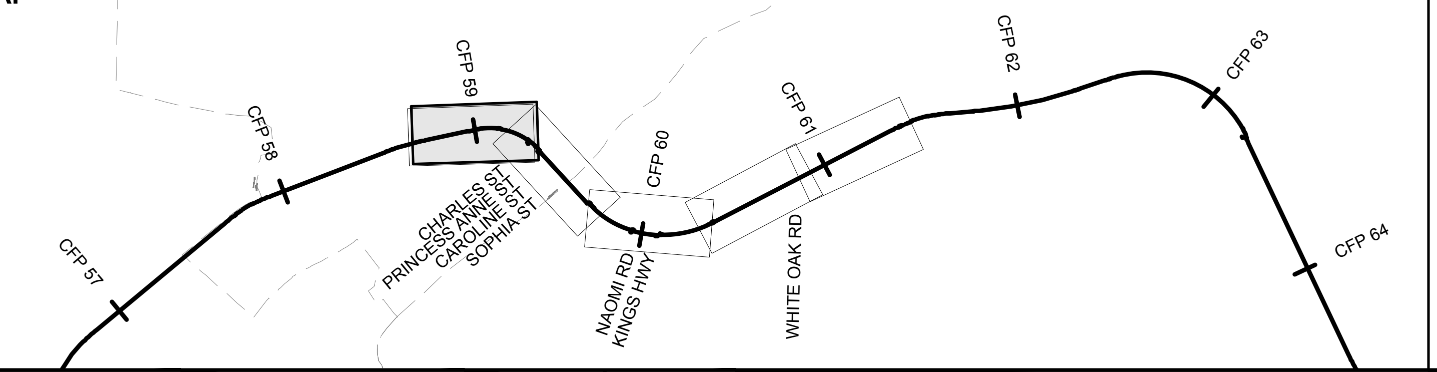
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN
R11A - RAPPAHANNOCK RIVER THIRD TRACK

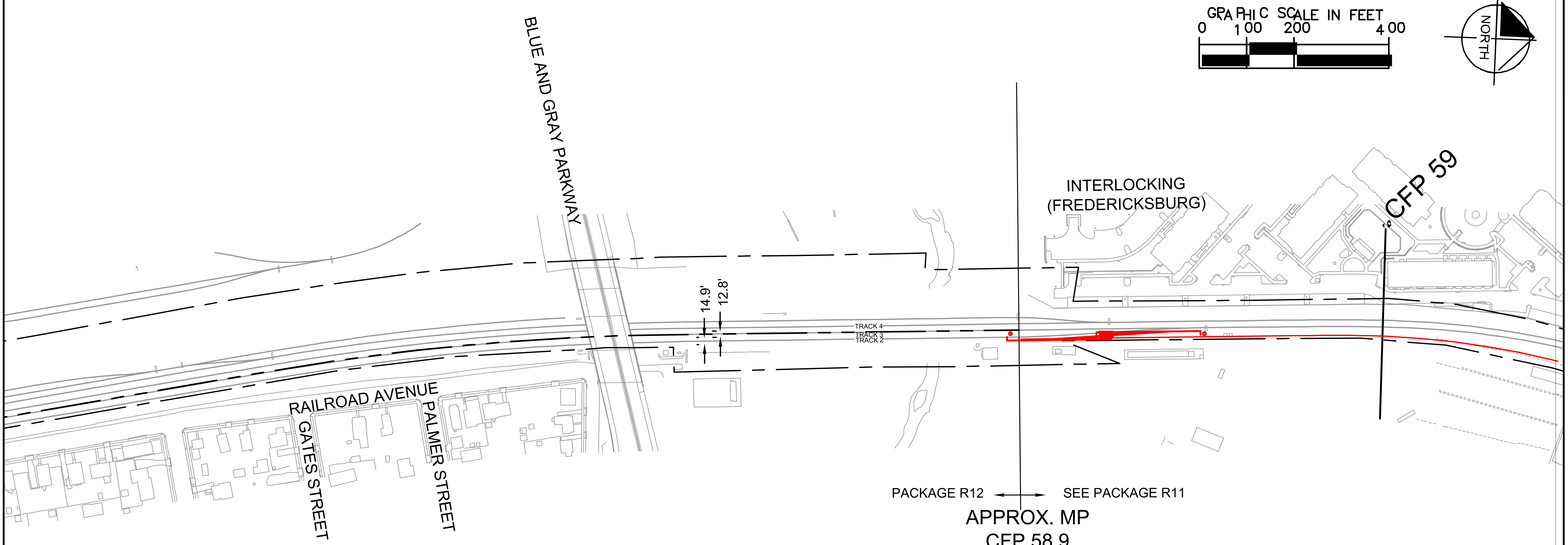
CSXT VAL MAP:V28538
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-112
OF
EV-283

Mar. 18 2021 12:21 pm K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track-K\CAD\Sheets\R11A-xS-Railplot.dwg By: Chloe.Horwood

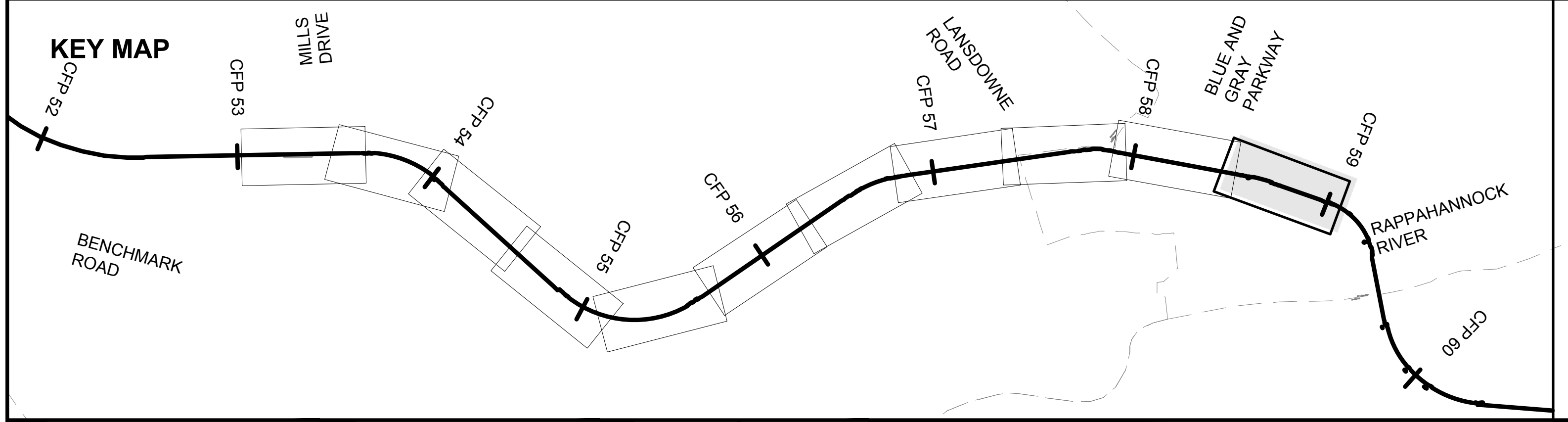
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28538
DATE: 3/16/2021

Kimley»Horn

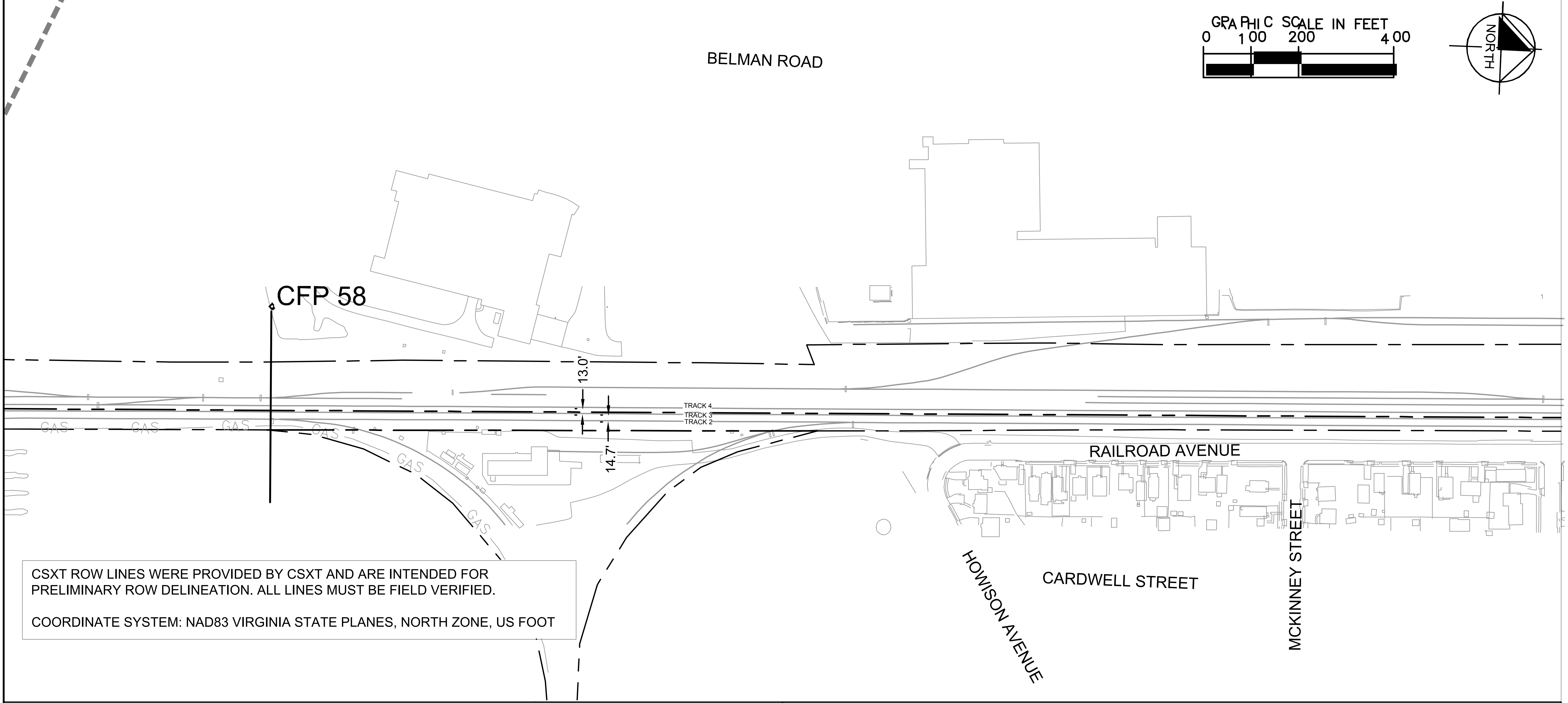
SHEET
EV-113
OF
EV-283

Mar. 16 2021 12:15 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

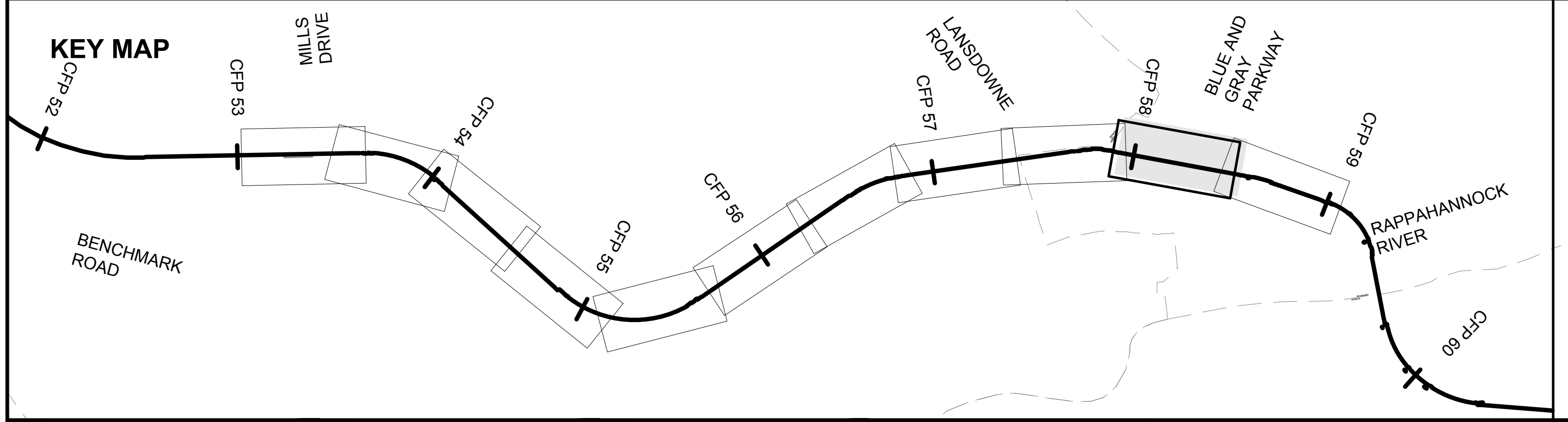
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
🟥 ───	PROPOSED TRACK
🟥 - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28538

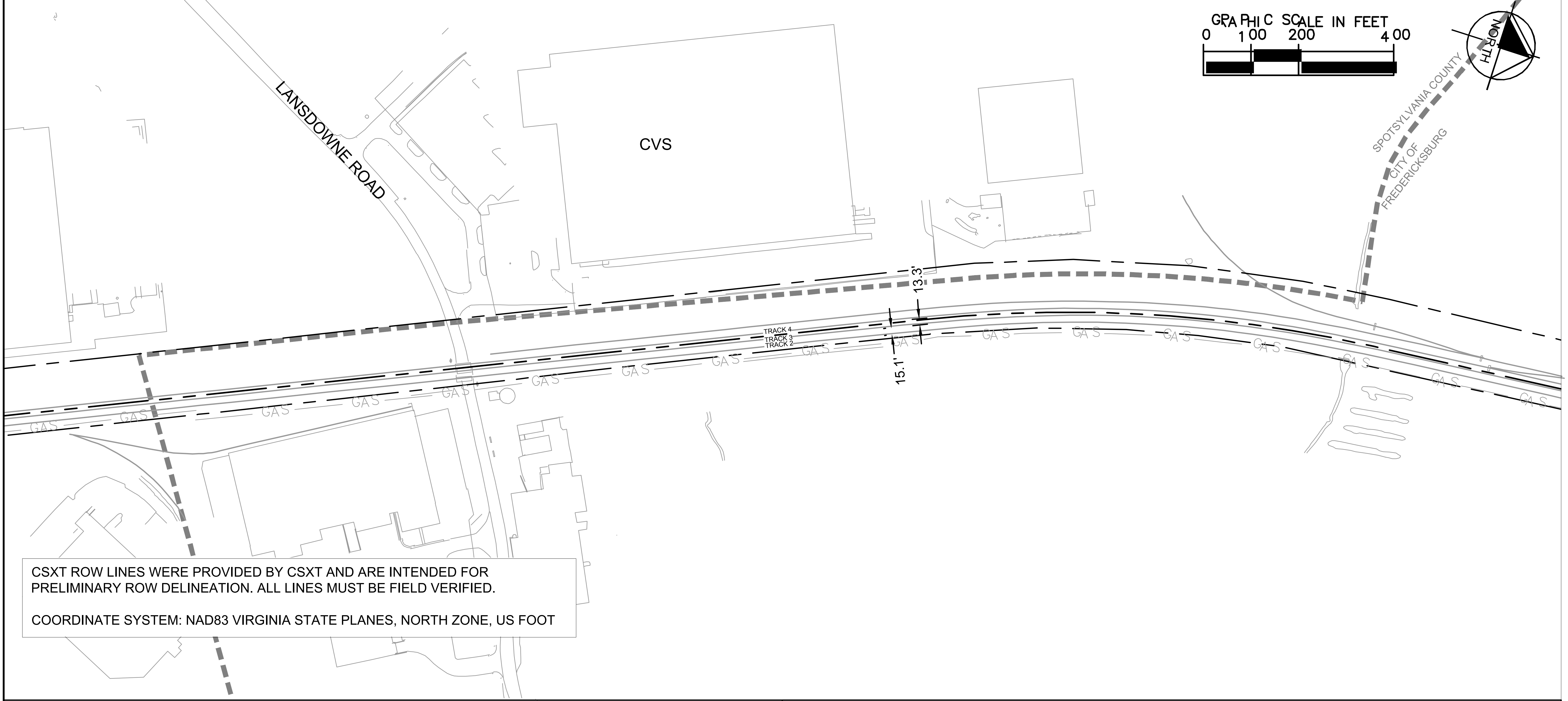
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-114
OF
EV-283

Mar. 16 2021 12:15 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

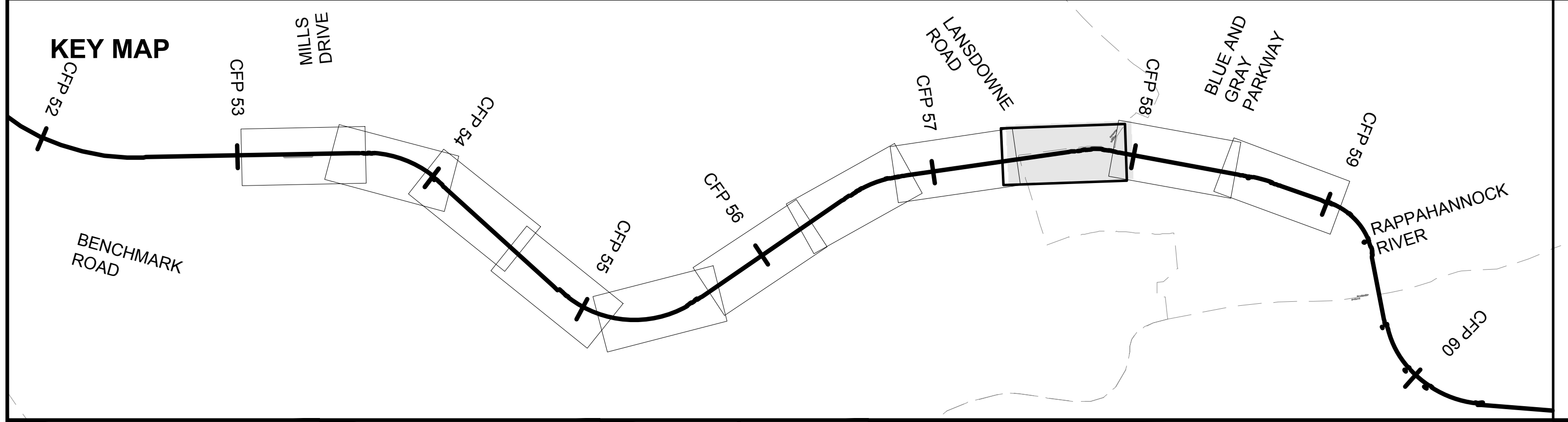
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Fredericksburg/Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28659

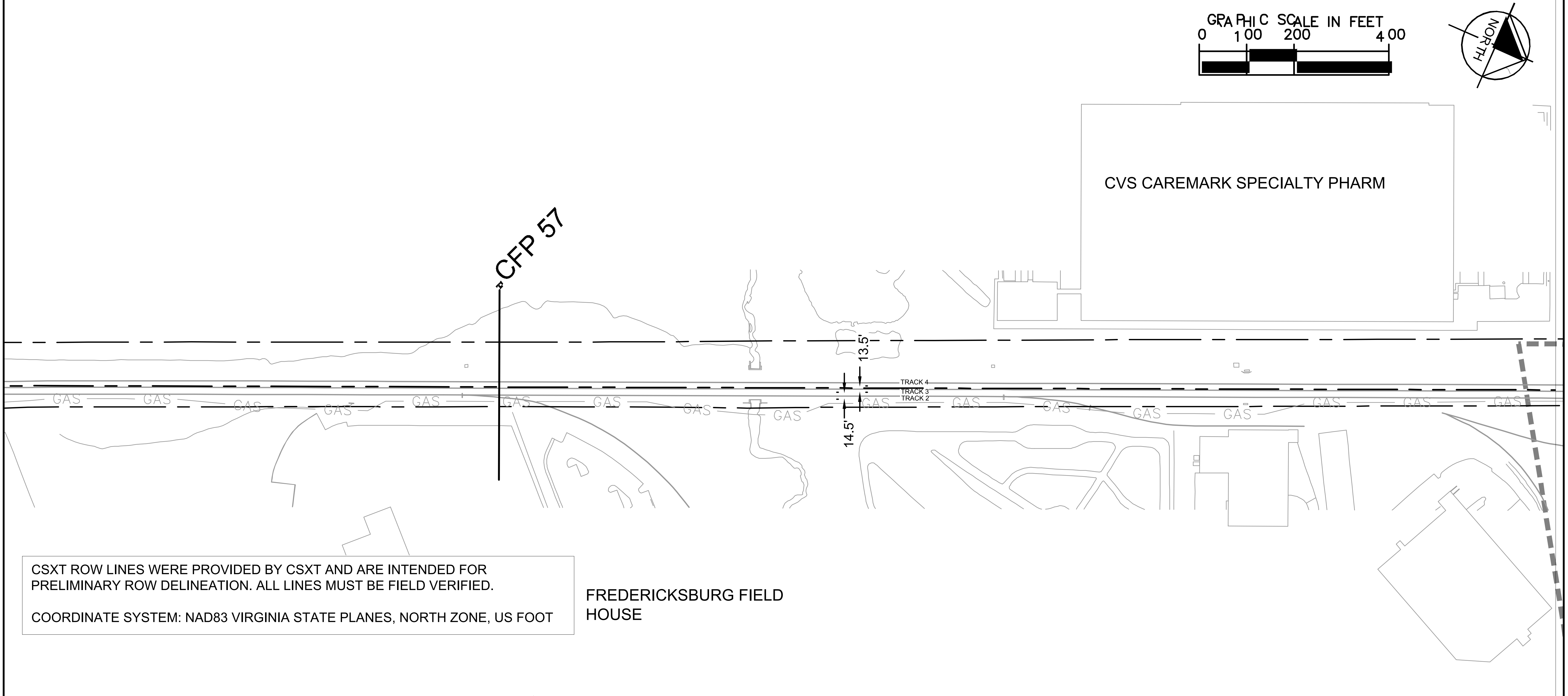
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-115
OF
EV-283

Mar, 16 2021 12:15 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

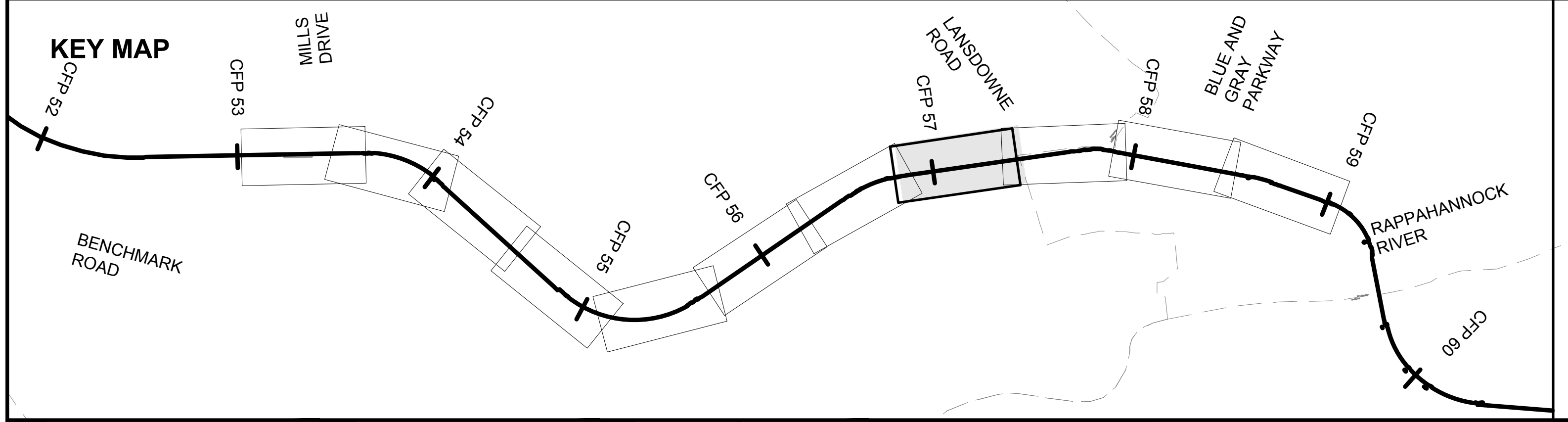
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Fredericksburg/Spotsylvania County

ENHANCED VAL MAPS - DESIGN

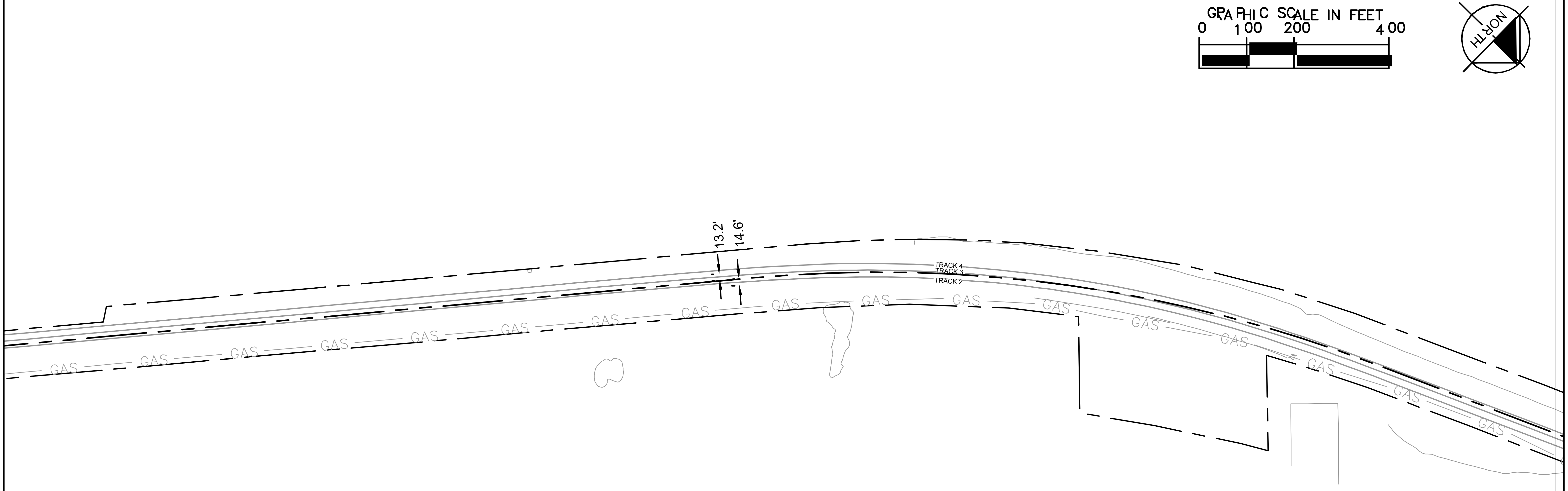
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28659

DATE: 3/16/2021

SHEET
EV-116
OF
EV-283

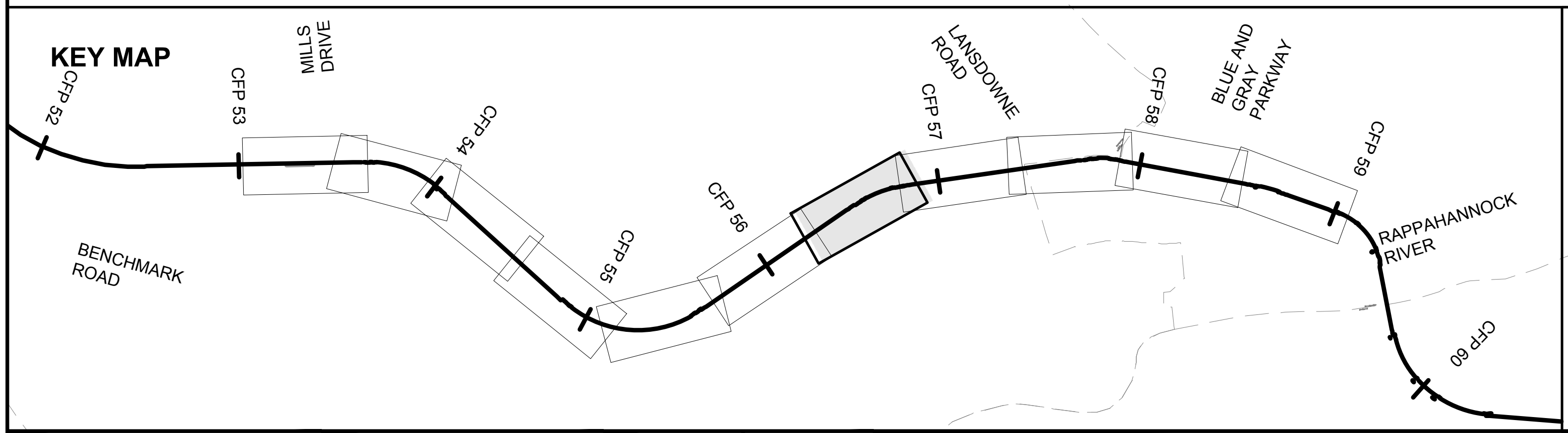
Mar. 16 2021 12:15 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-x5-Design-Layout.dwg By: Chloe.Harwood



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Fredericksburg/Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

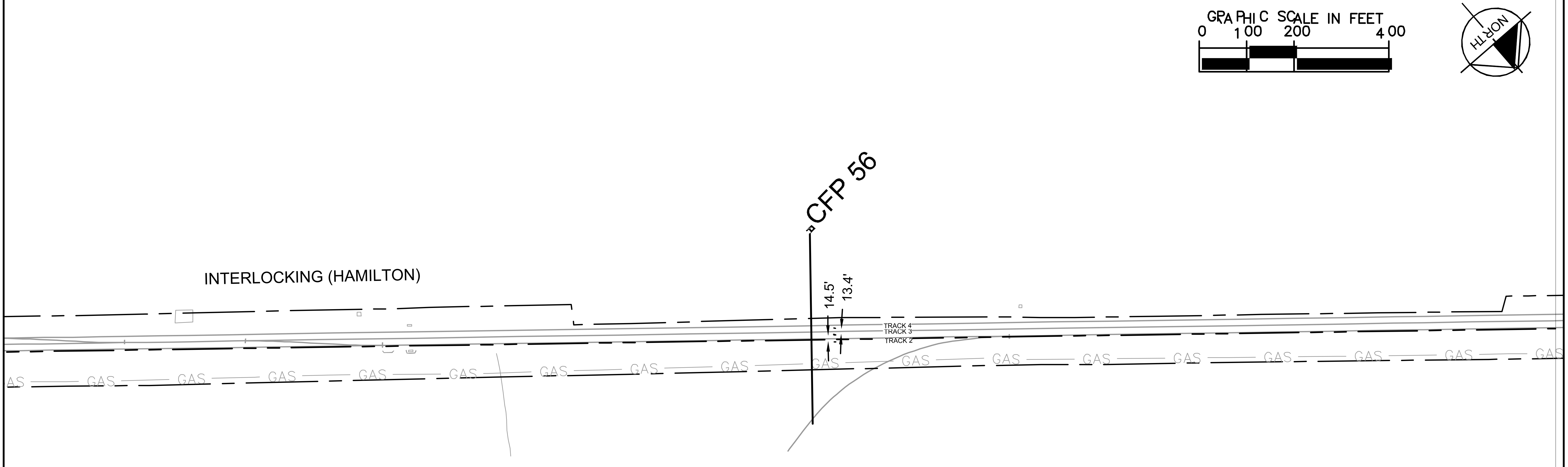
CSXT VAL MAP:V28659

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-117
OF
EV-283

Exhibit B



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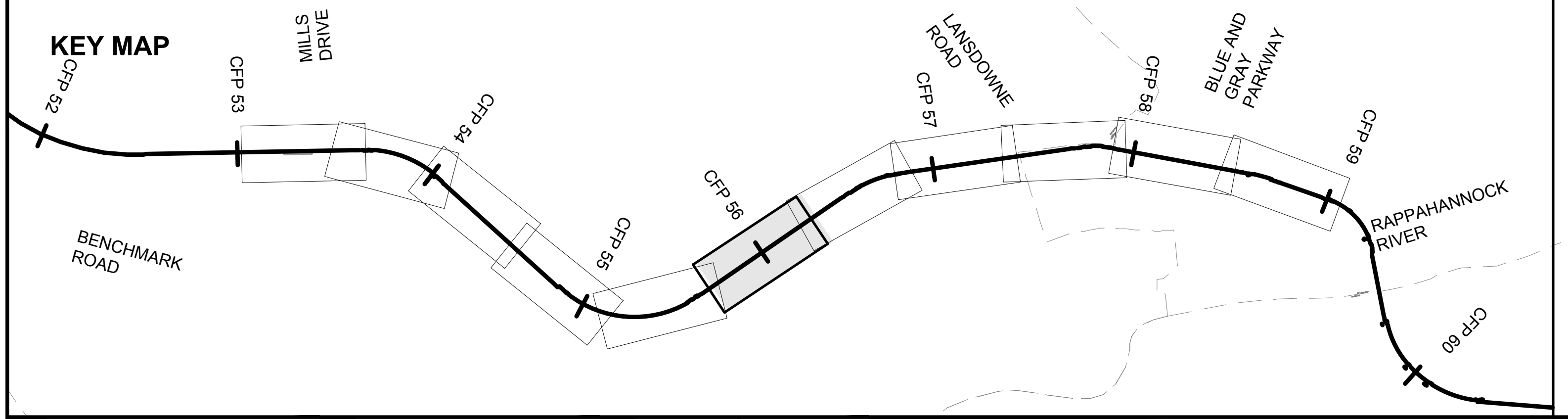
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

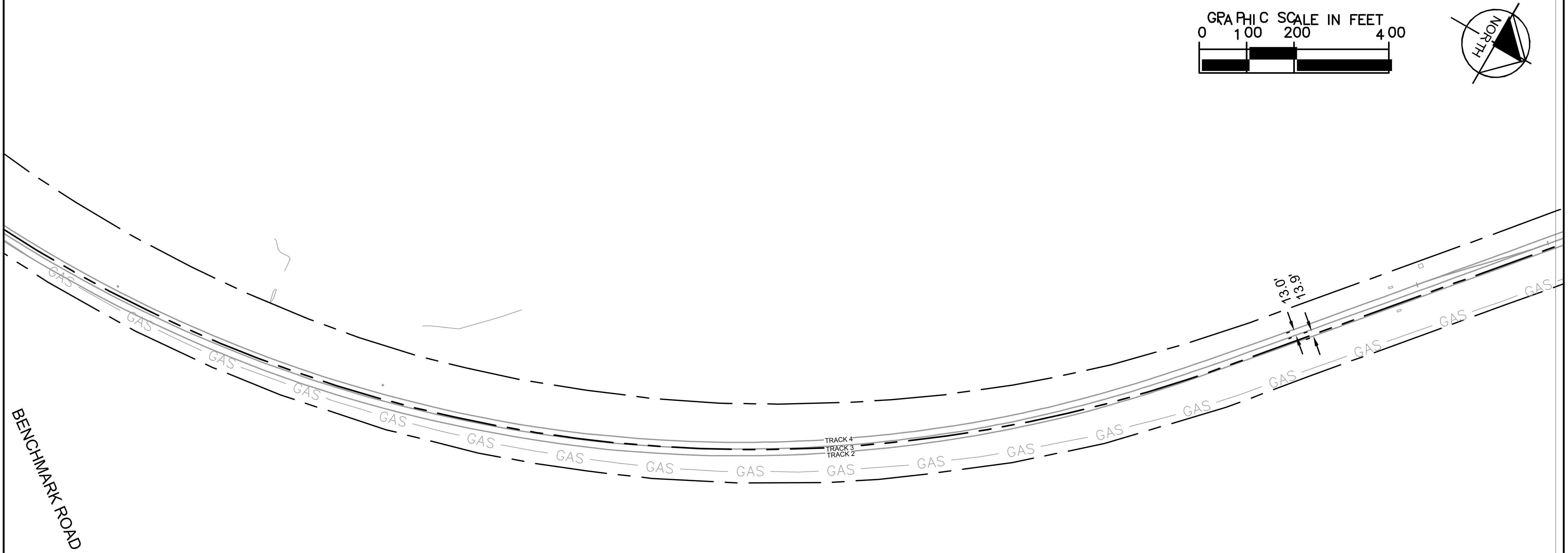
CSXT VAL MAP:V28655

DATE: 3/16/2021

SHEET
EV-118
OF
EV-283

Mar. 16 2021 12:15 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

Exhibit B



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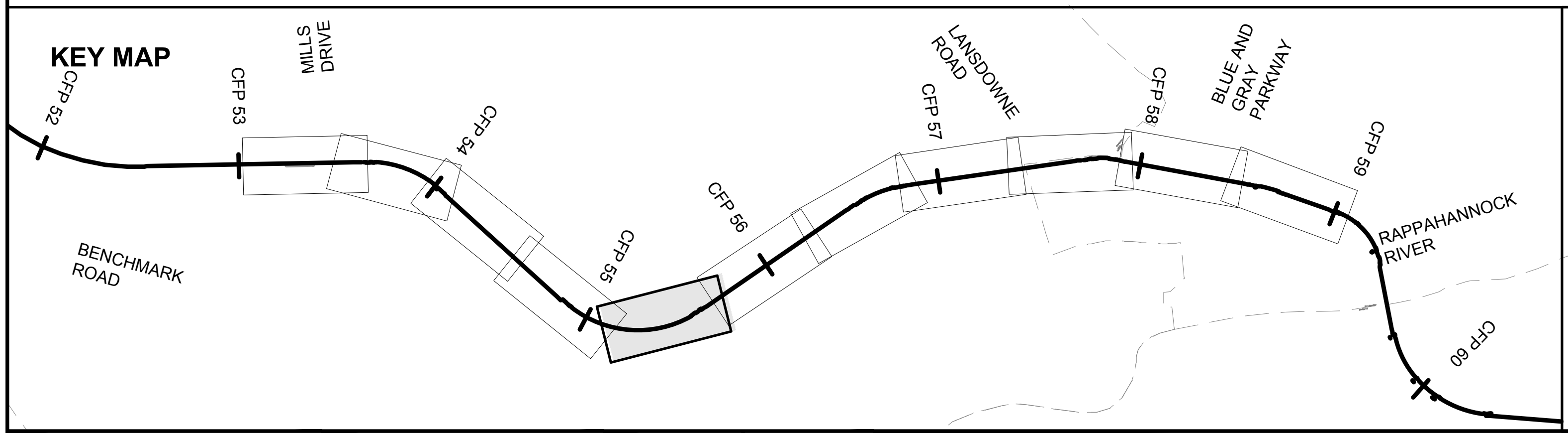
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28655

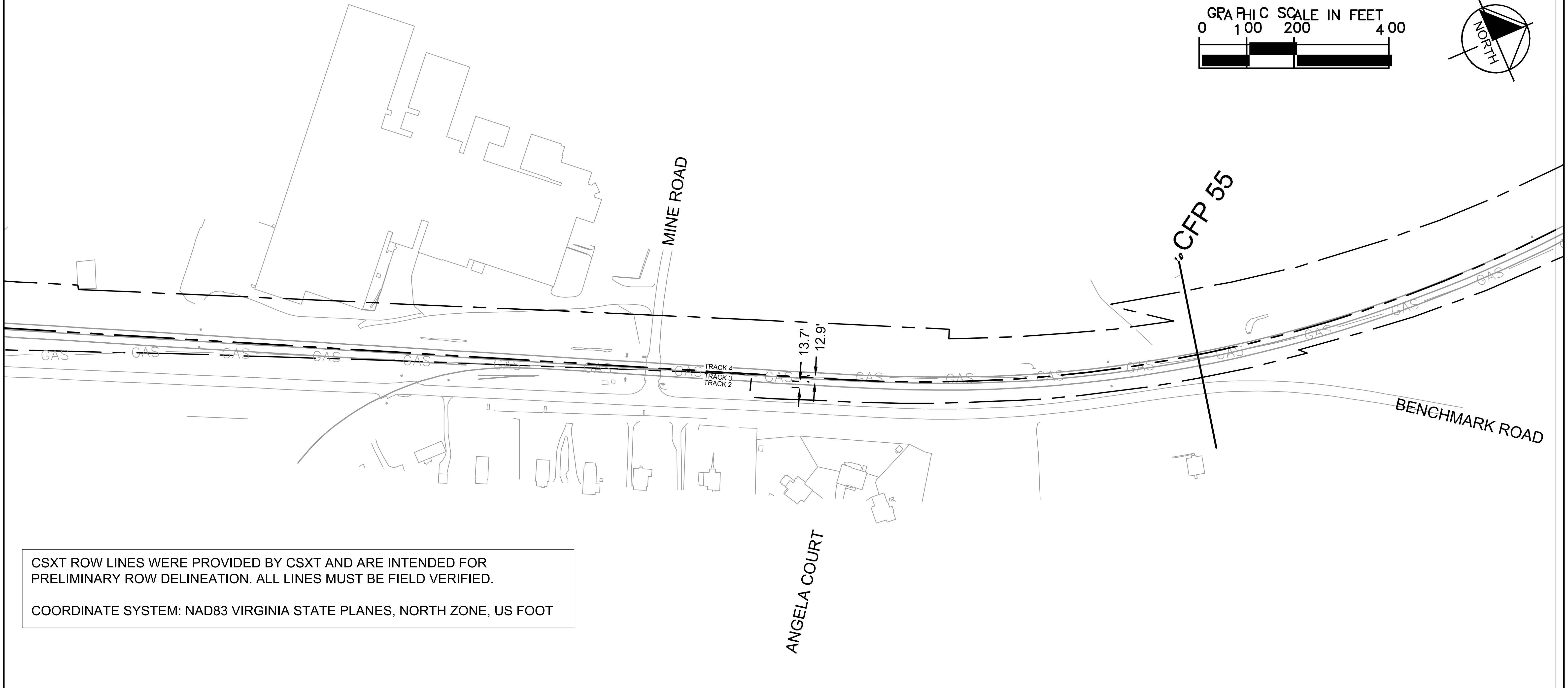
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-119
OF
EV-283

Mar. 16 2021 12:15 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

Exhibit B



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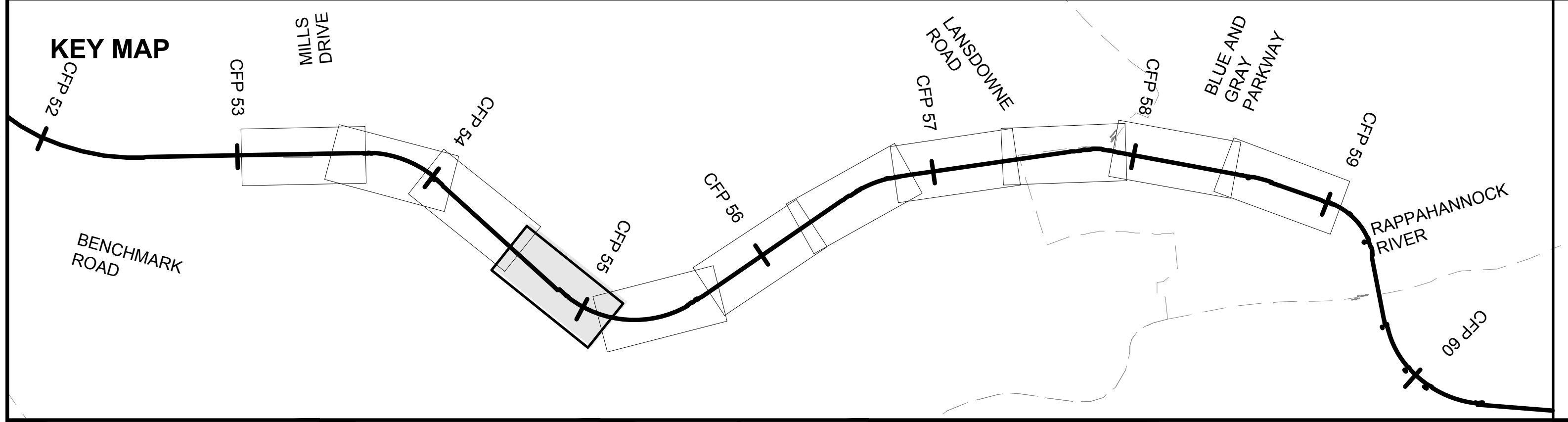
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



▬	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
🟥	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28655

DATE: 3/16/2021

SHEET
EV-120
OF
EV-283

Mar, 16 2021 12:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

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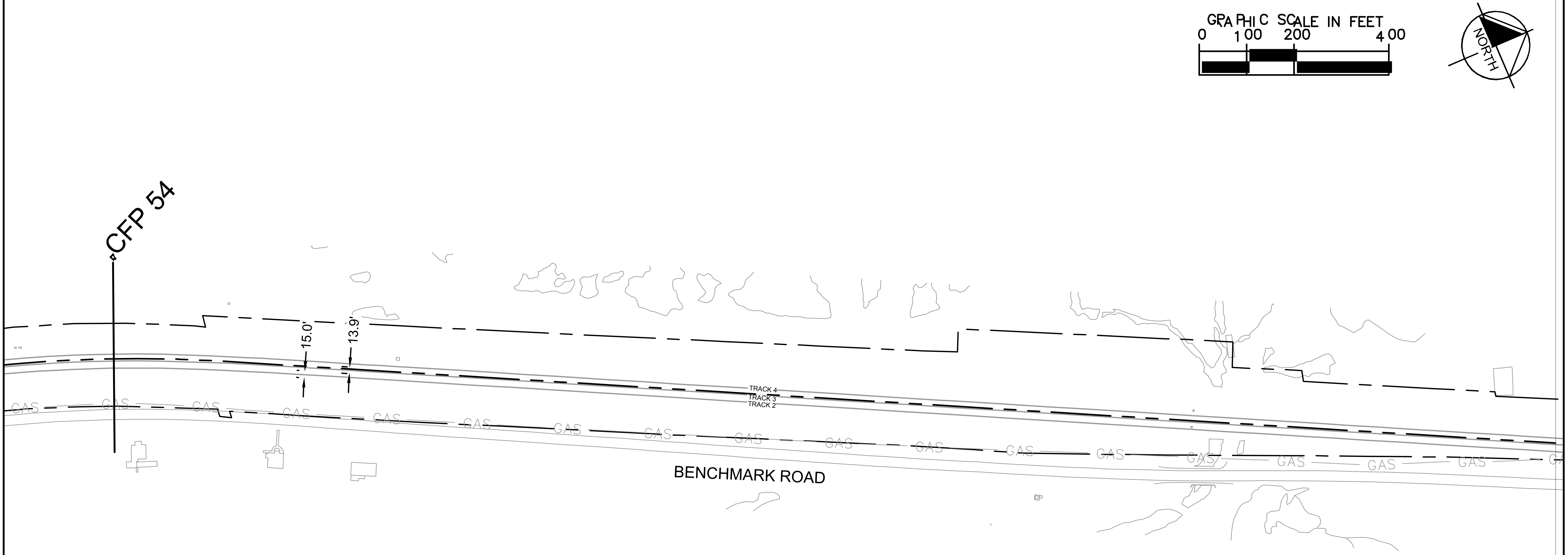

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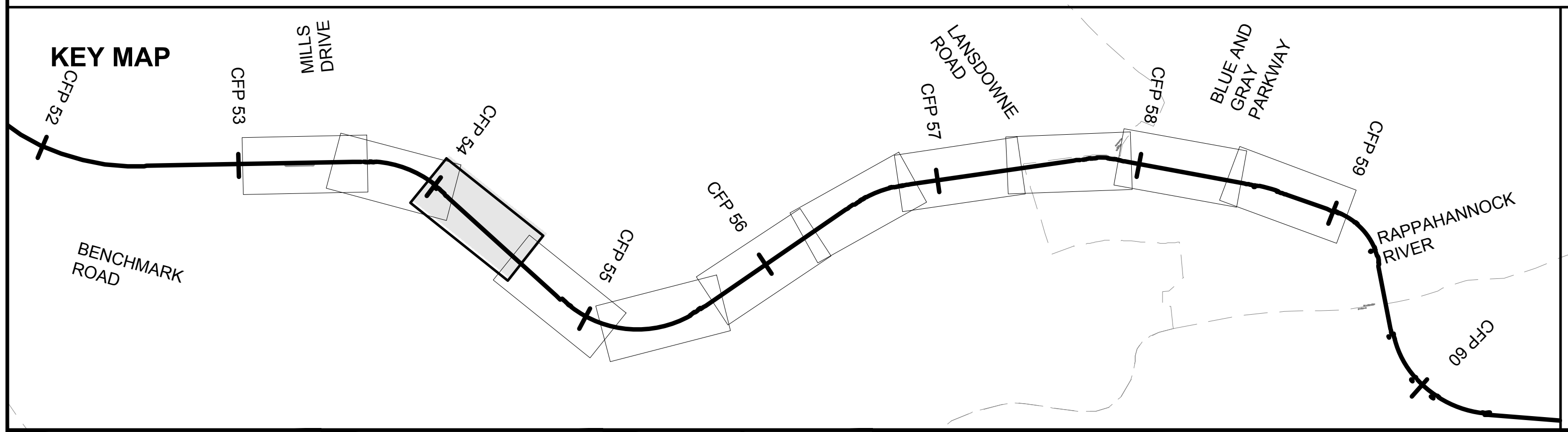
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
──	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28655

DATE: 3/16/2021

Kimley»Horn

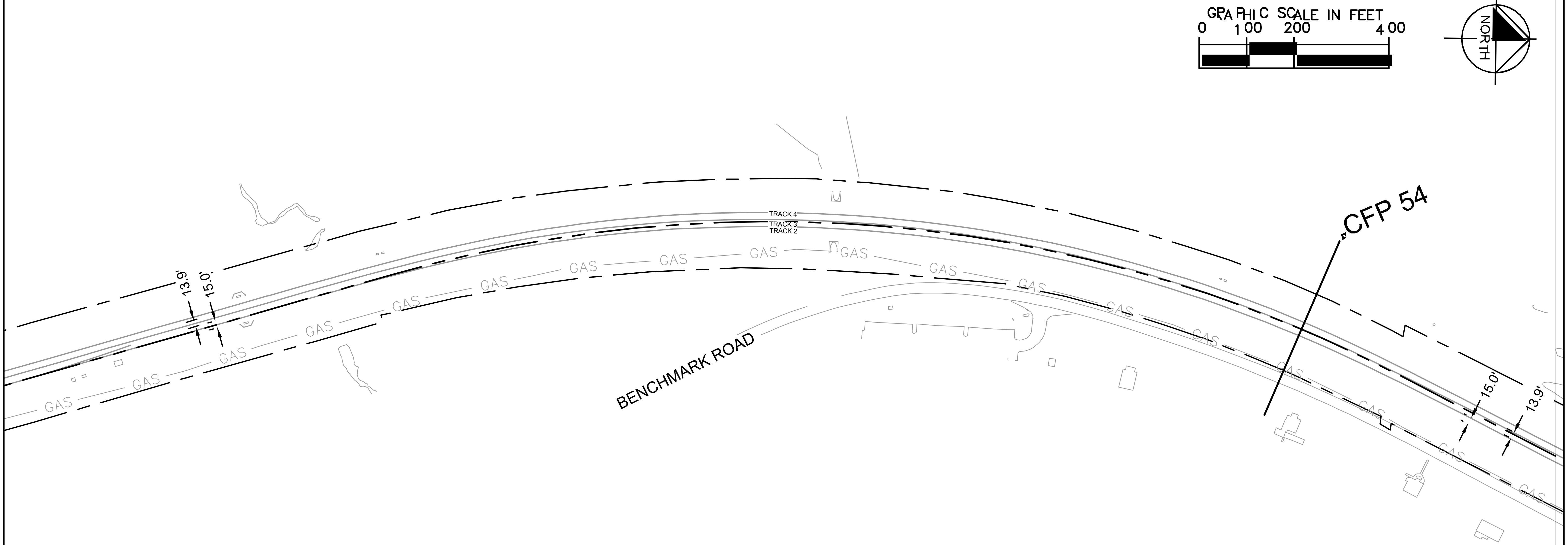
SHEET
EV-121
OF
EV-283

Mar. 16 2021 12:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

Exhibit B



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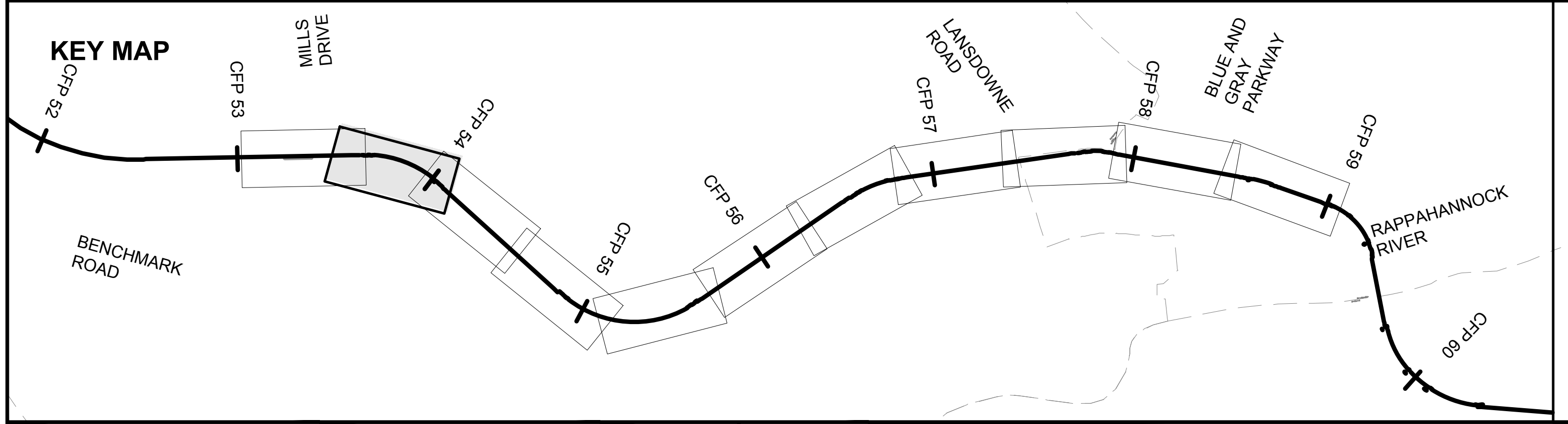
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

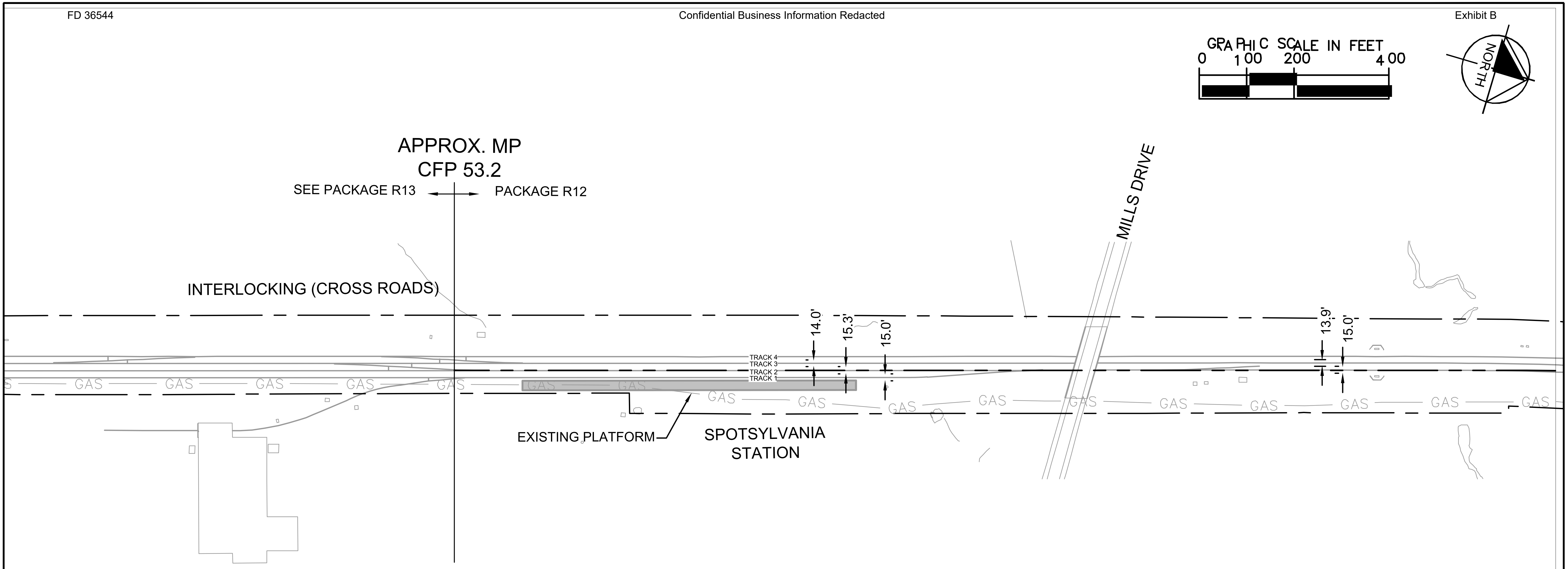
CSXT VAL MAP:V28654

DATE: 3/16/2021

SHEET
EV-122
OF
EV-283

Mar. 16 2021 12:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Design-Layout.dwg By: Chloe.Harwood

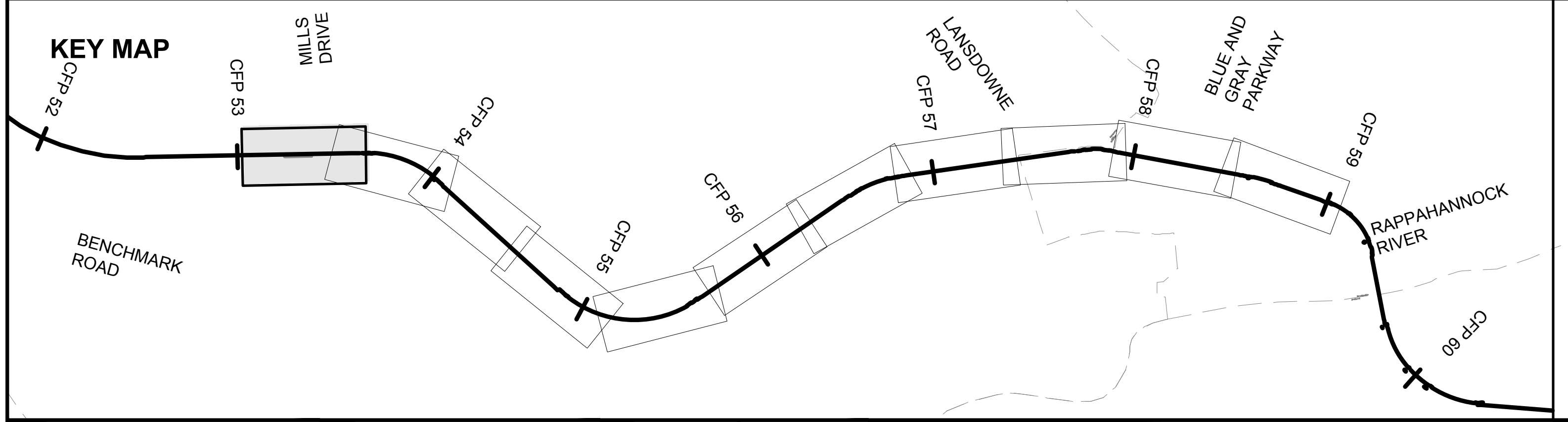
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28654

DATE: 3/16/2021

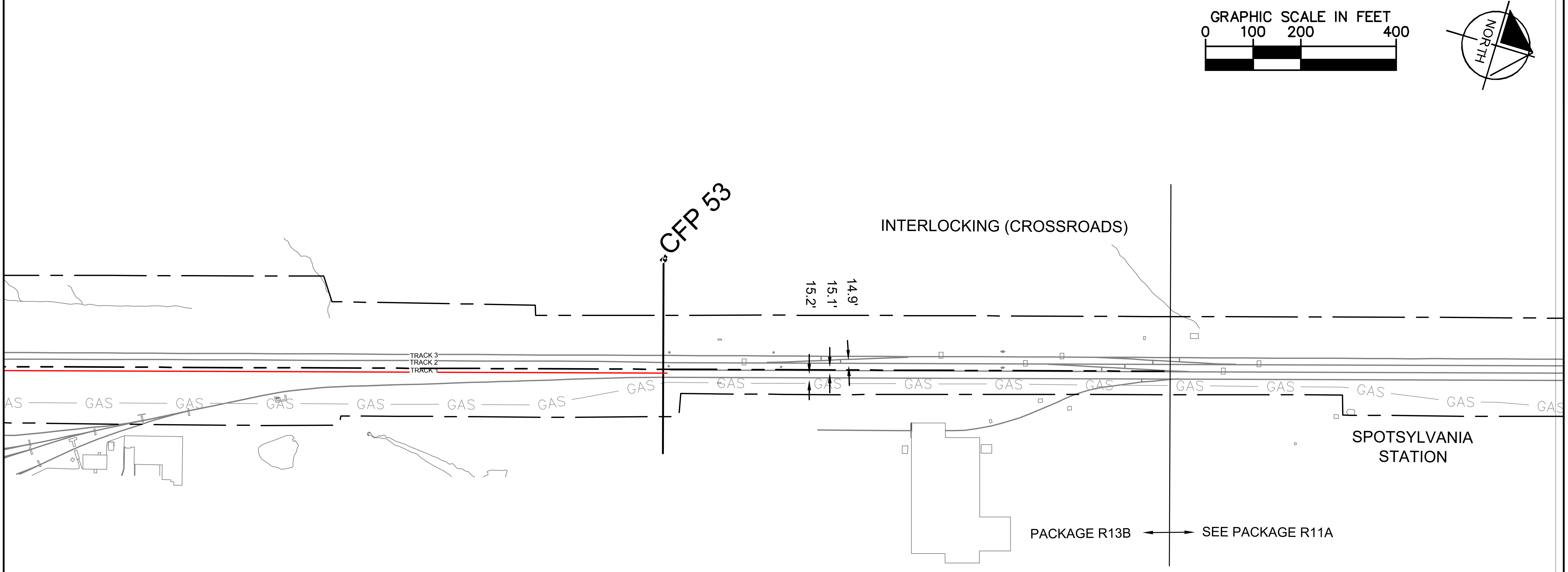
Kimley»Horn

SHEET
EV-123
OF
EV-283

Mar. 18 2021 12:18 pm K:\VIVA_Transit\113282000 – Atlantic Gateway Program\Production\VAP\Task 10 – Technical Assistance_R12_FB to XR\CAD\Sheets\R12-x3-Design-Layout.dwg By: Chloe.Harwood

Confidential Business Information Redacted

Exhibit B

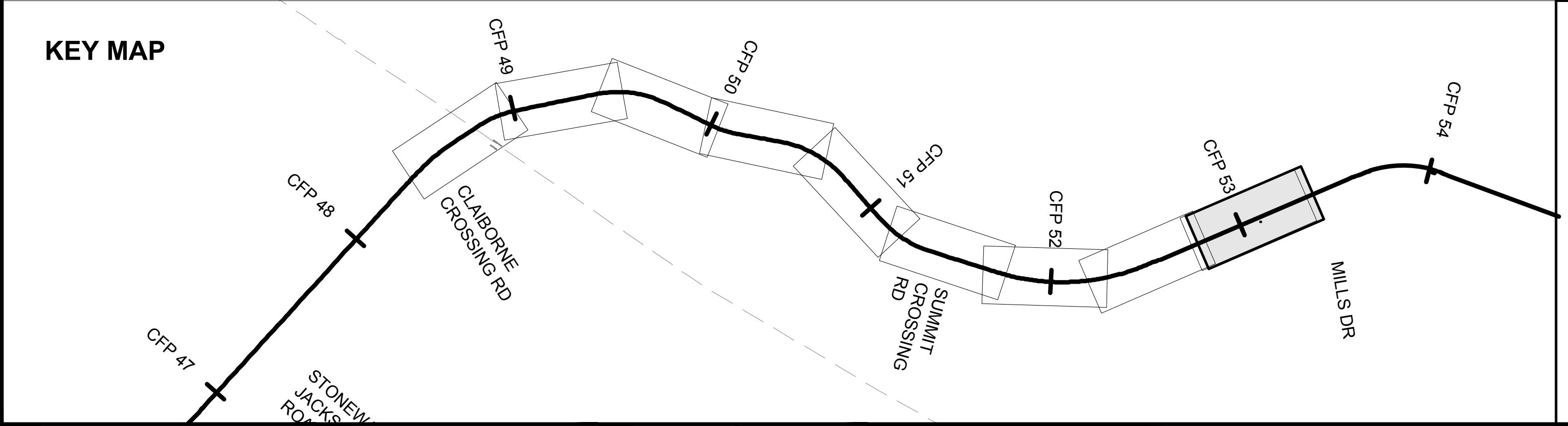


APPROX. MP
CFP 53.2

CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ - - ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
── - ──	CSXT ROW		

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28654

DATE: 3/16/2021

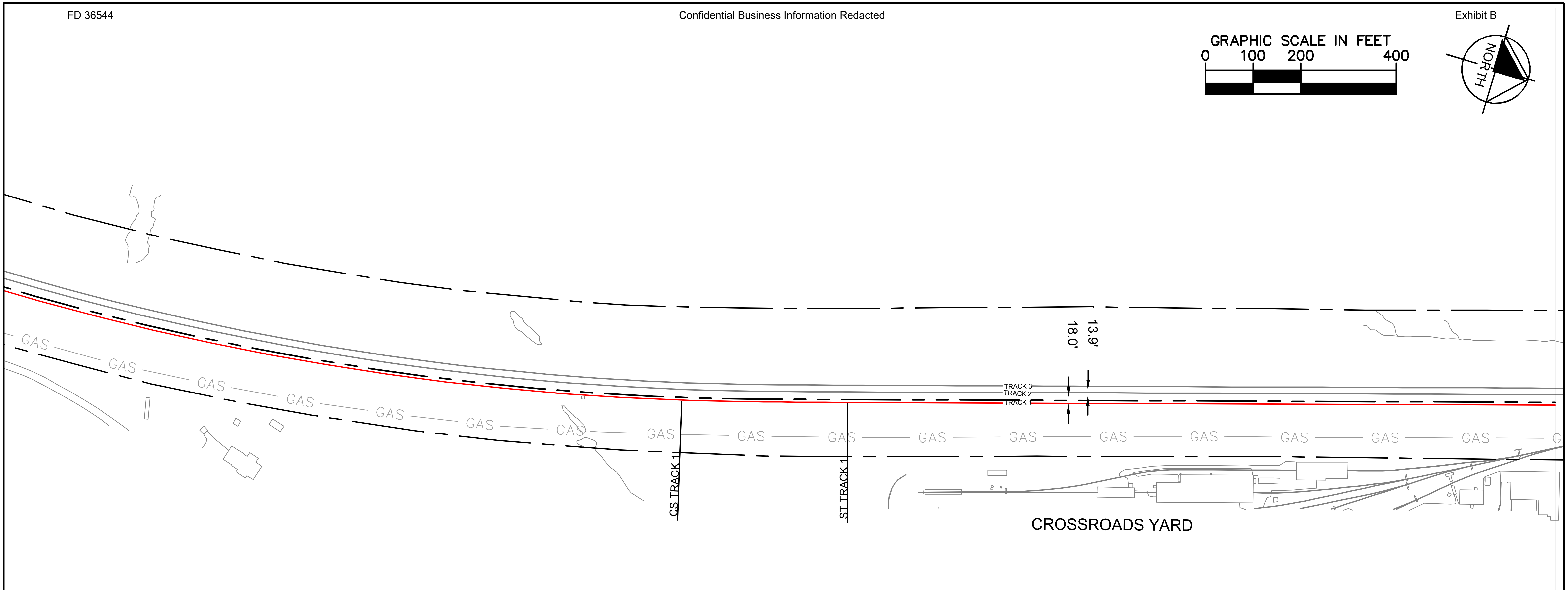
Kimley»Horn

SHEET
EV-124
OF
EV-283

Mar. 16 2021 12:04 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13B_Crossroads 3rd Track-F\CAD\Sheets\Rollplots\R13B_xS-Rollplot.dwg By: Chloe.Harwood

Confidential Business Information Redacted

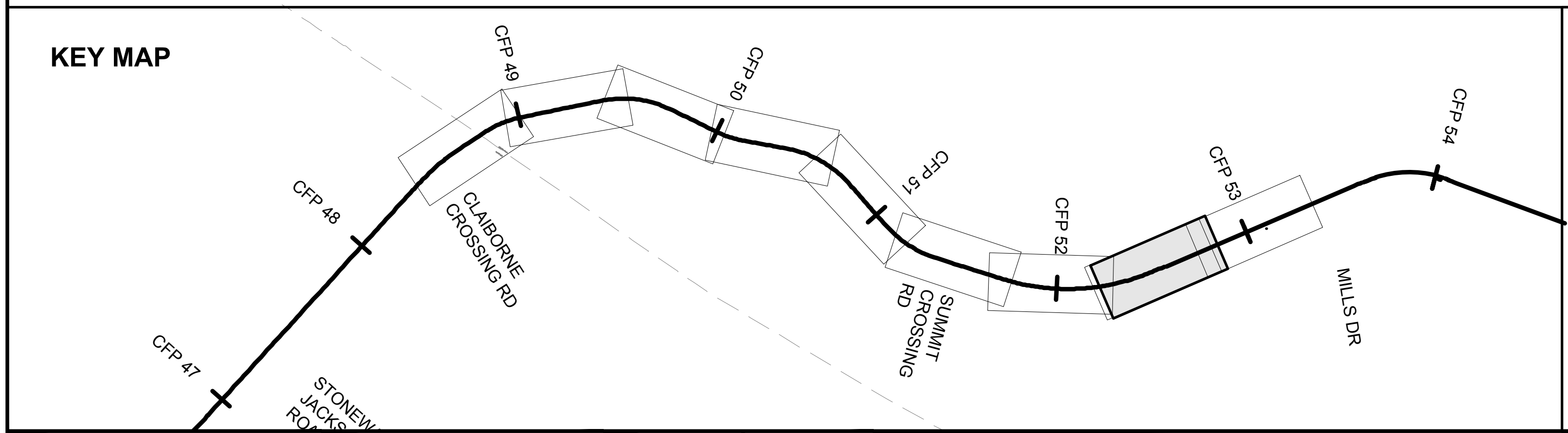
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

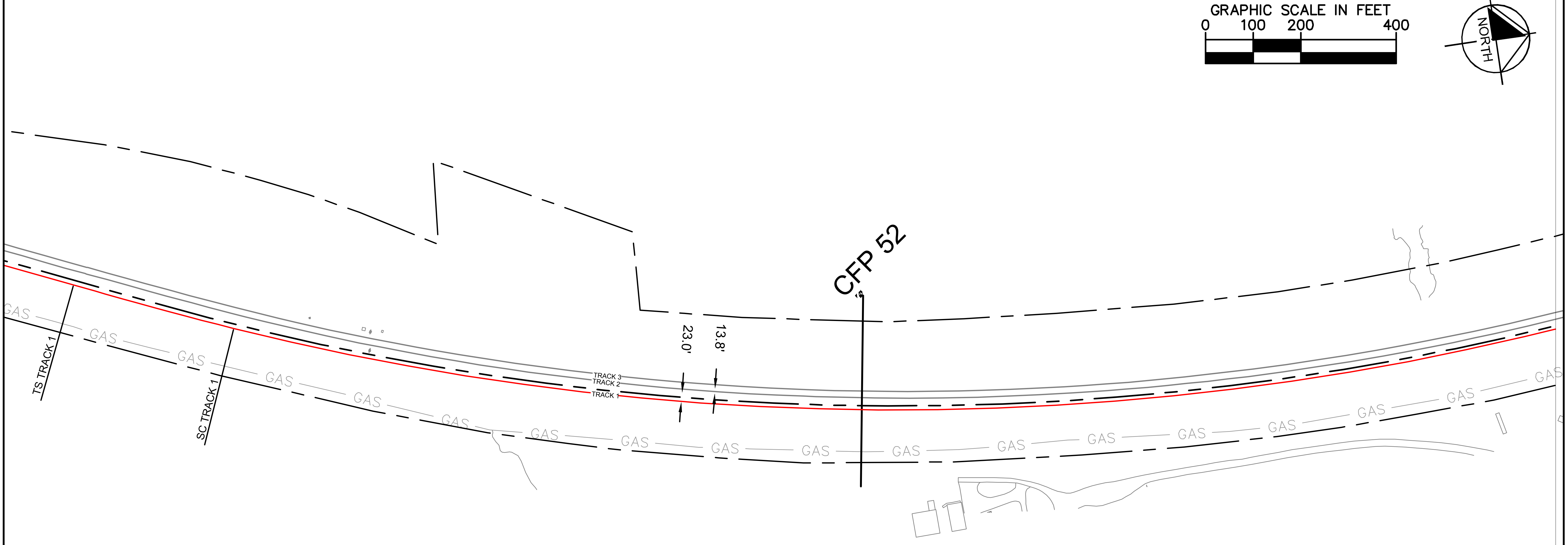
ENHANCED VAL MAPS - DESIGN

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28654

DATE: 3/16/2021

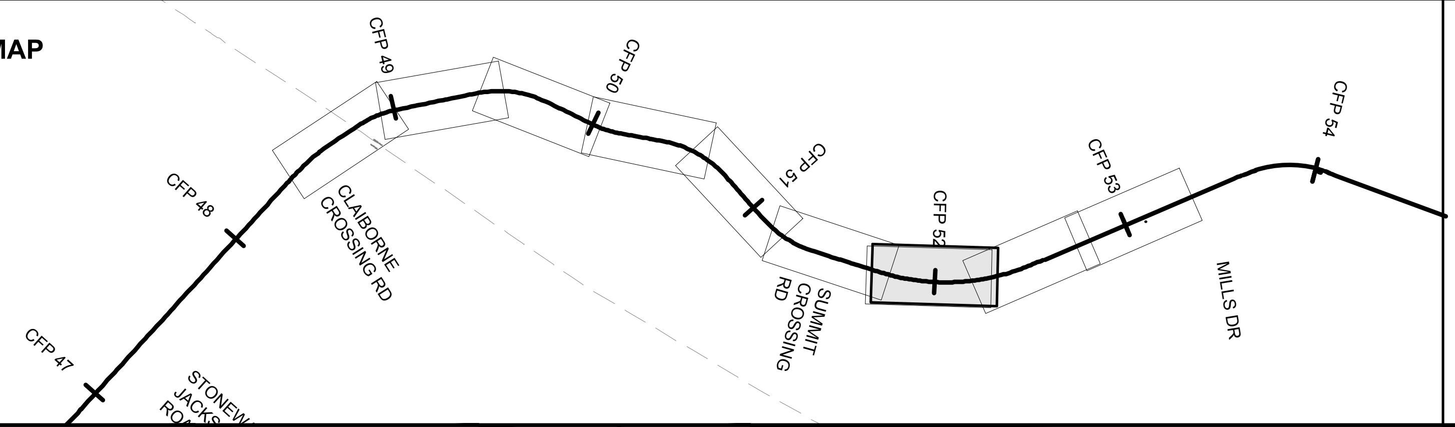
Kimley»Horn



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County

ENHANCED VAL MAPS - DESIGN

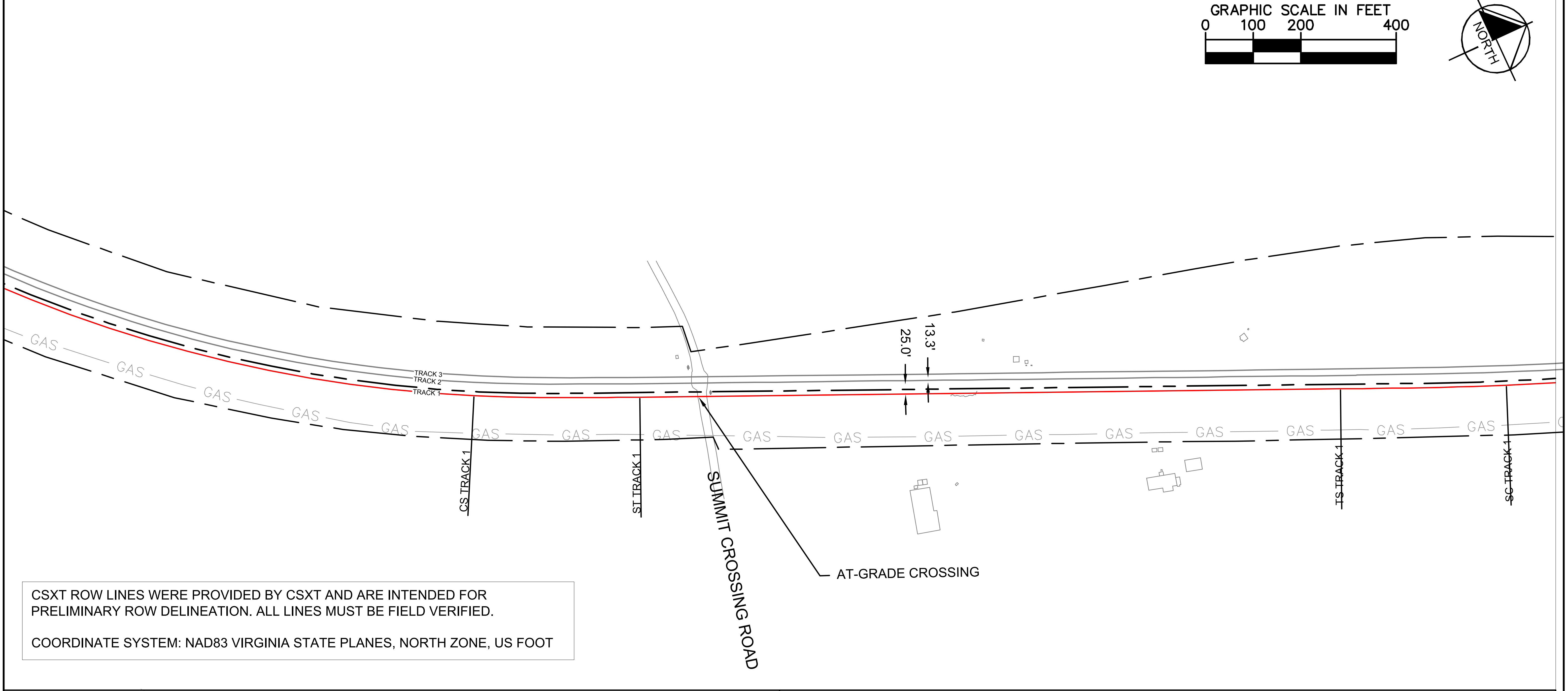
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28652

DATE: 3/16/2021

SHEET
EV-126
OF
EV-283

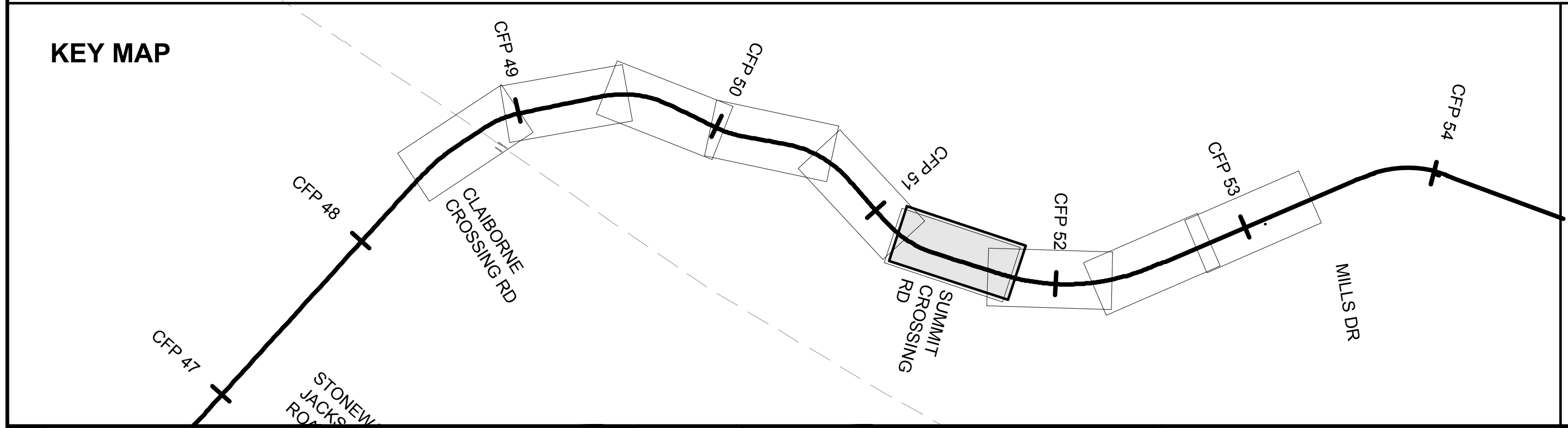
Mar. 18 2021 12:04 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13B_Crossroads 3rd Track-F\CAD\Sheets\Rollplots\R13B_xS-Rollplot.dwg By: Chloe.Harwood



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK
──	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28652

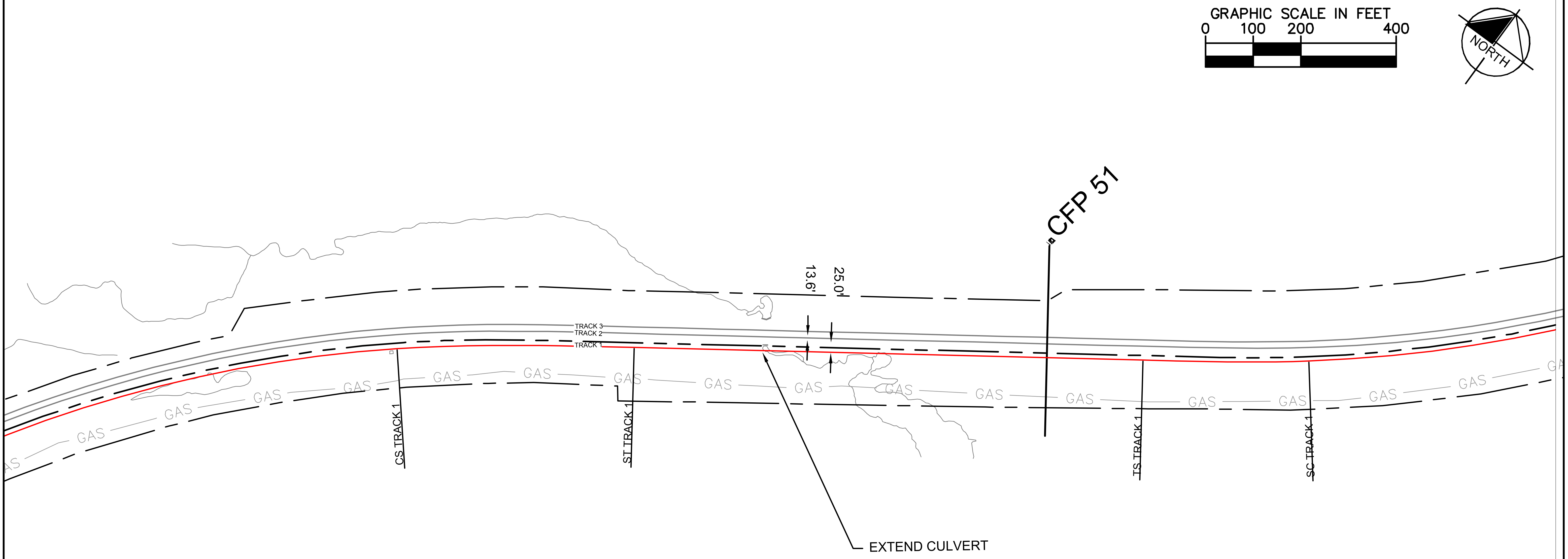
DATE: 3/16/2021

Kimley»Horn

SHEET EV-127 OF EV-283

Mar. 18 2021 12:04 pm K:\VA_Transit\113292000 – Atlantic Gateway Program\Production\VMP\Task 10 – Technical Assistance_R13B_Crossroads 3rd Track–F\CAD\Sheets\Railplots\R13B_v3–Railplot.dwg By: Chisa.Harwood

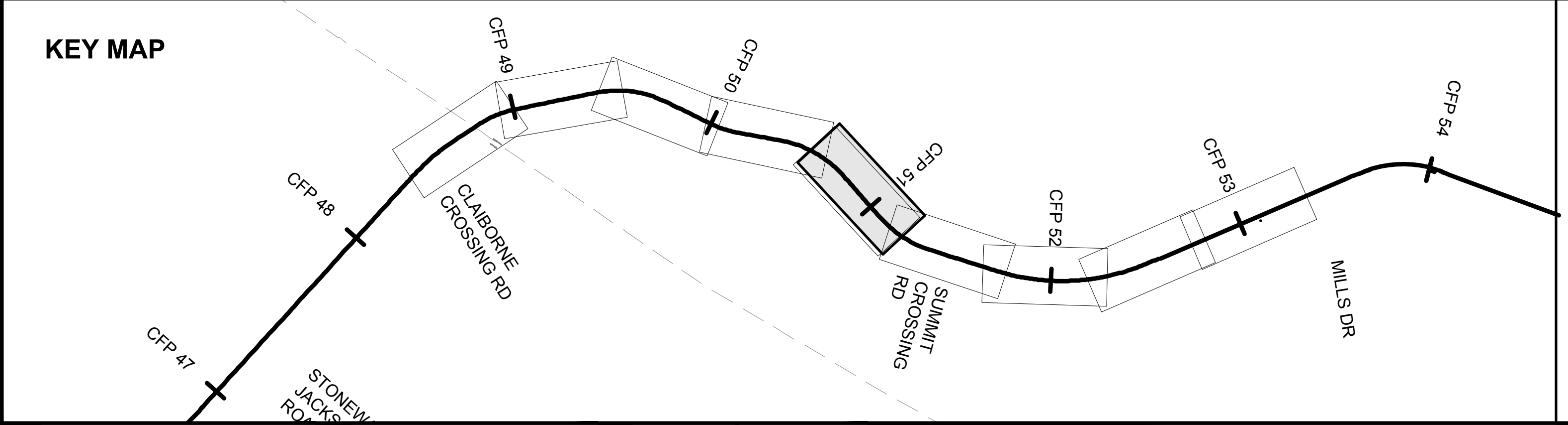
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

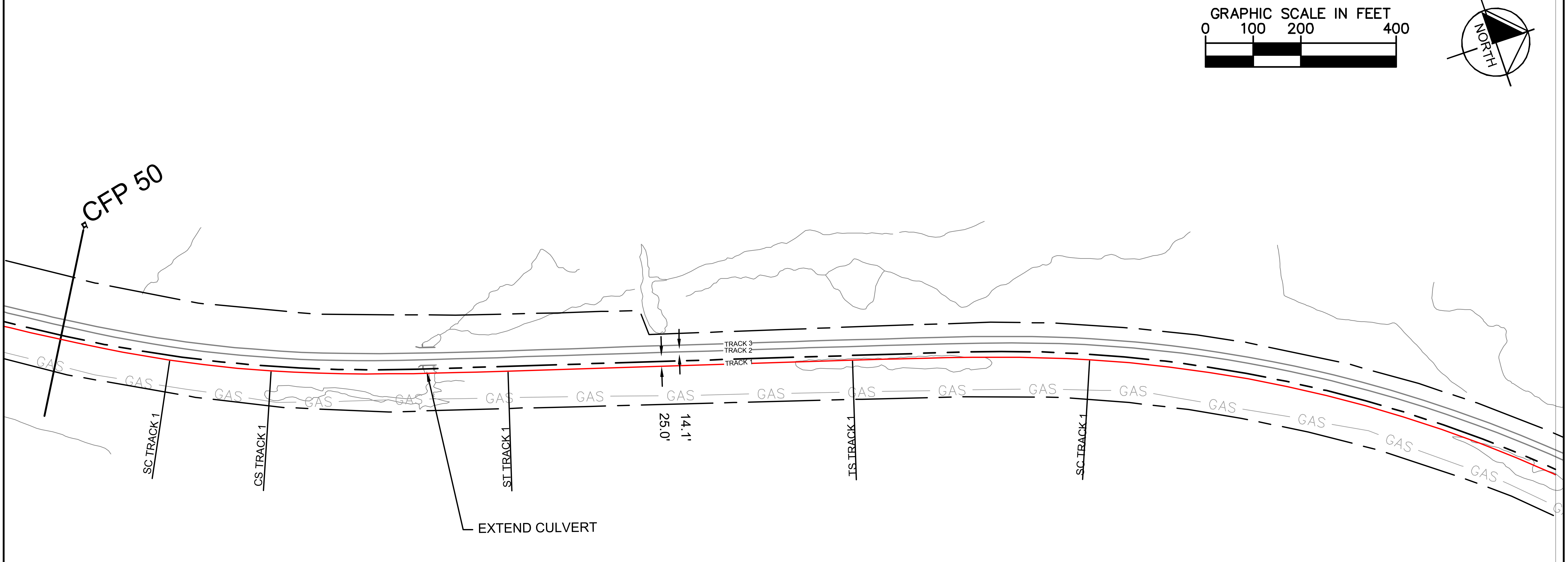
ENHANCED VAL MAPS - DESIGN
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28652
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-128
OF
EV-283

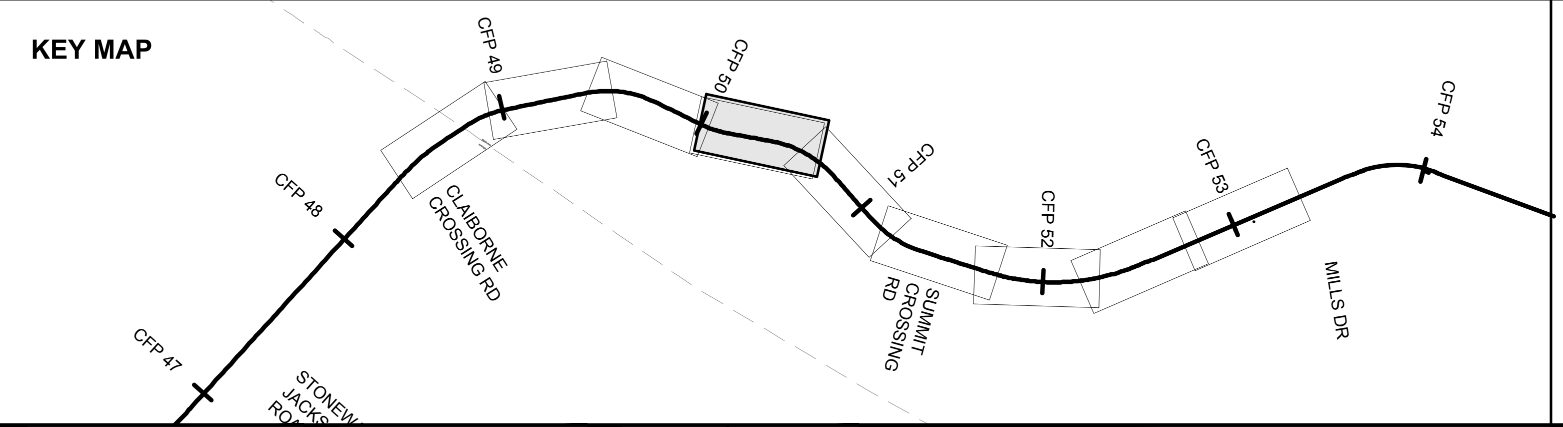
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

ENHANCED VAL MAPS - DESIGN

R13B - CROSSROADS THIRD TRACK (SIDING F)

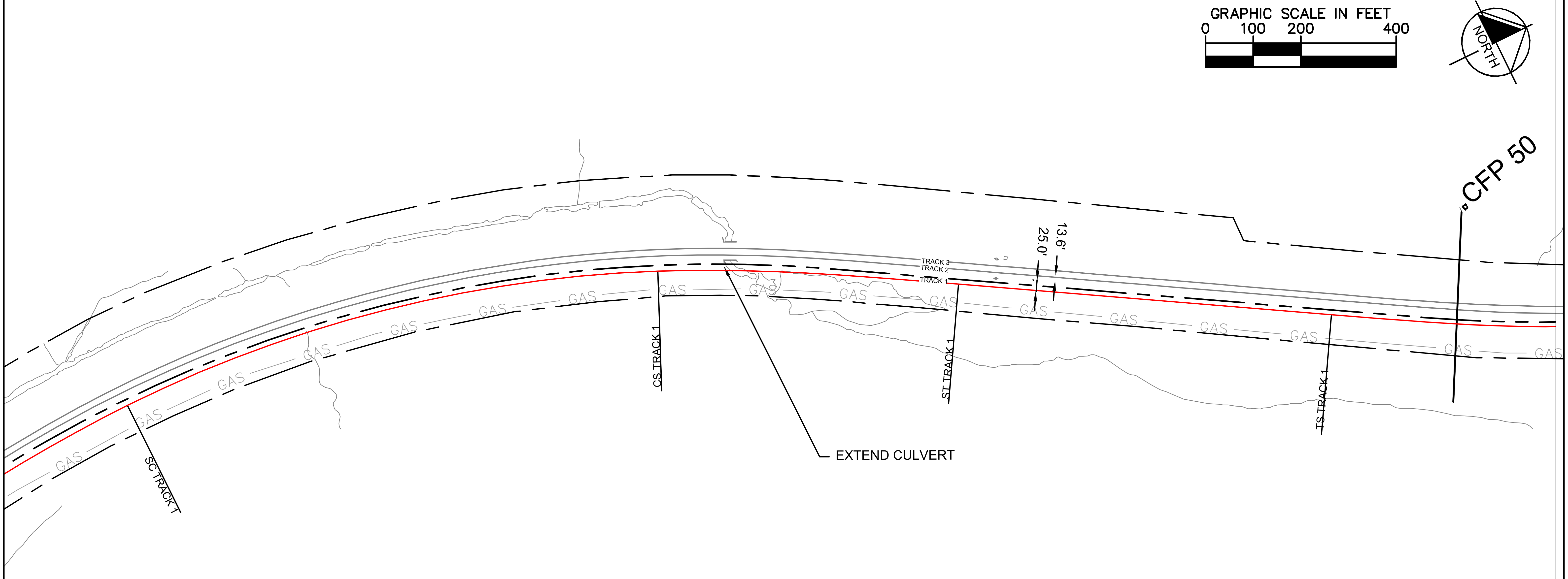
CSXT VAL MAP:V28652

DATE: 3/16/2021

SHEET
EV-129
OF
EV-283

Mar. 16 2021 12:04 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13B_Crossroads 3rd Track–F\CAD\Sheets\Railplots\R13B_xS–Railplot.dwg By: Chloe.Harwood

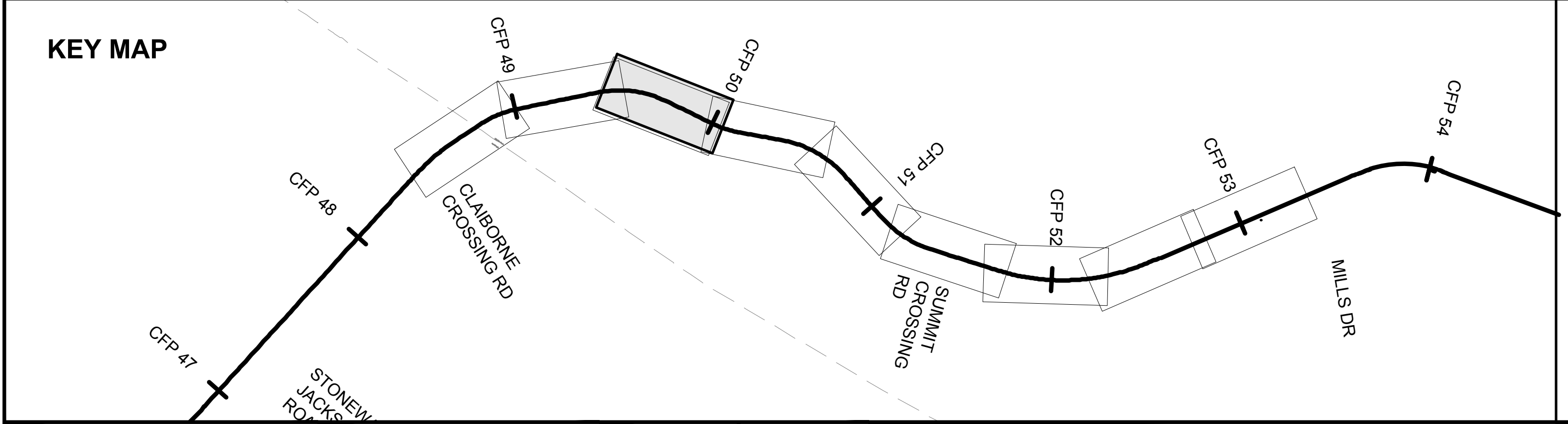
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County/Caroline County

ENHANCED VAL MAPS - DESIGN

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28651

DATE: 3/16/2021

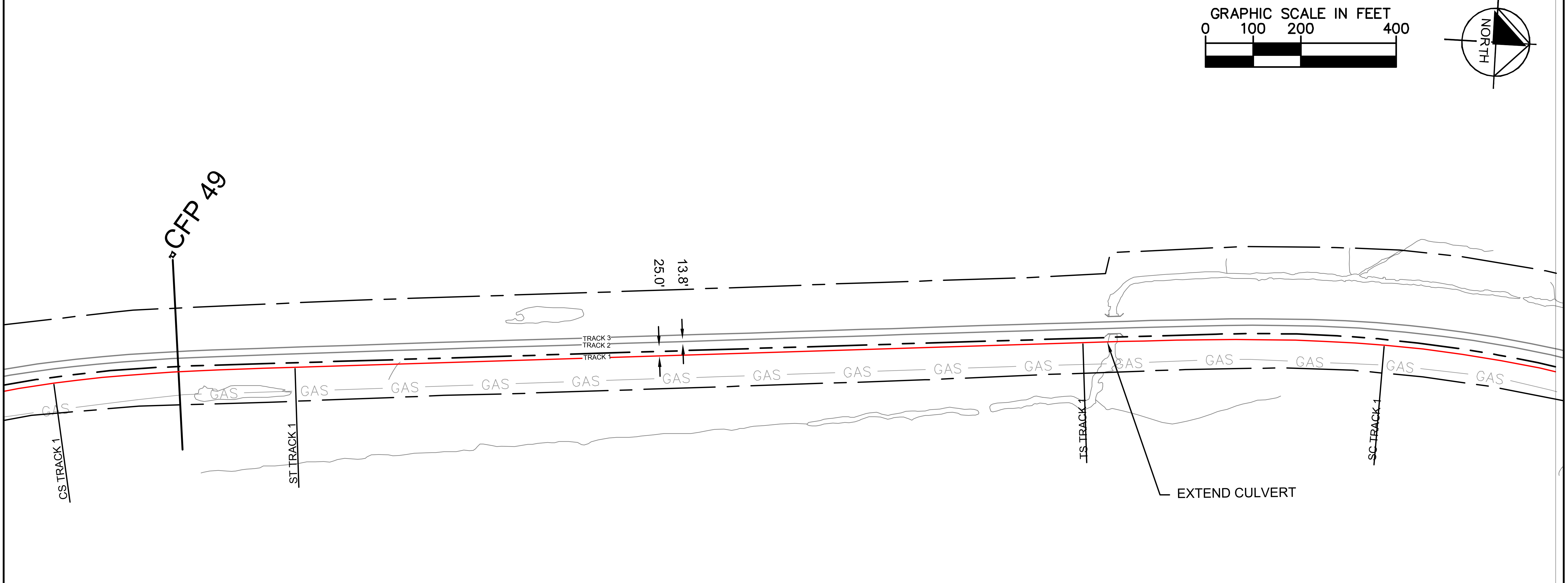
SHEET
EV-130
OF
EV-283

Mar, 18 2021 12:04 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13B_Crossroads 3rd Track–F\CAD\Sheets\Railplots\R13B_xS–Railplot.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

Exhibit B



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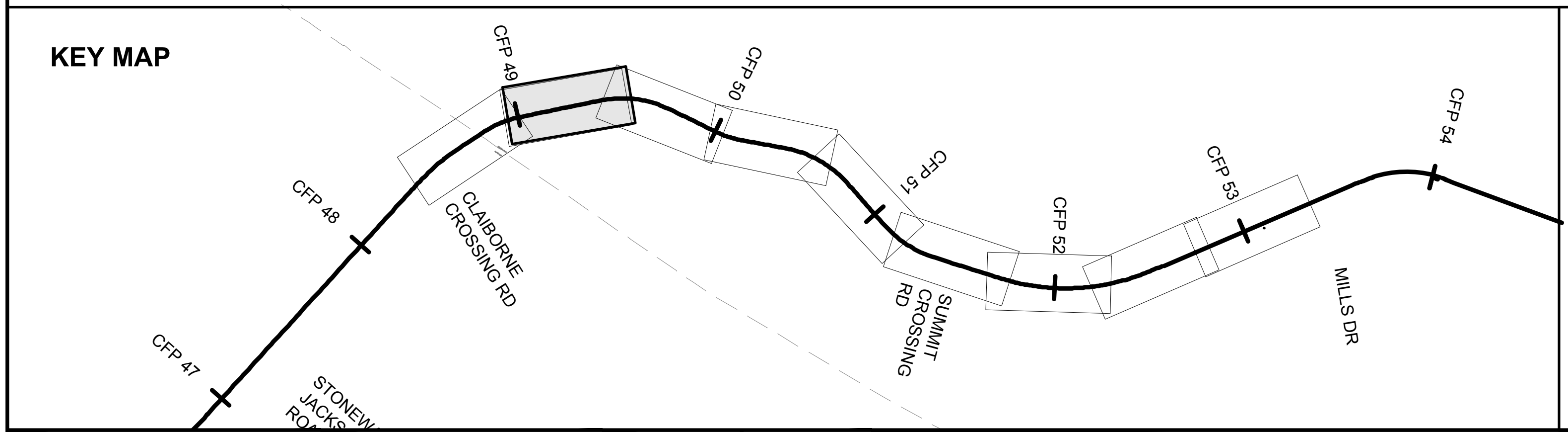
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County/Caroline County

ENHANCED VAL MAPS - DESIGN

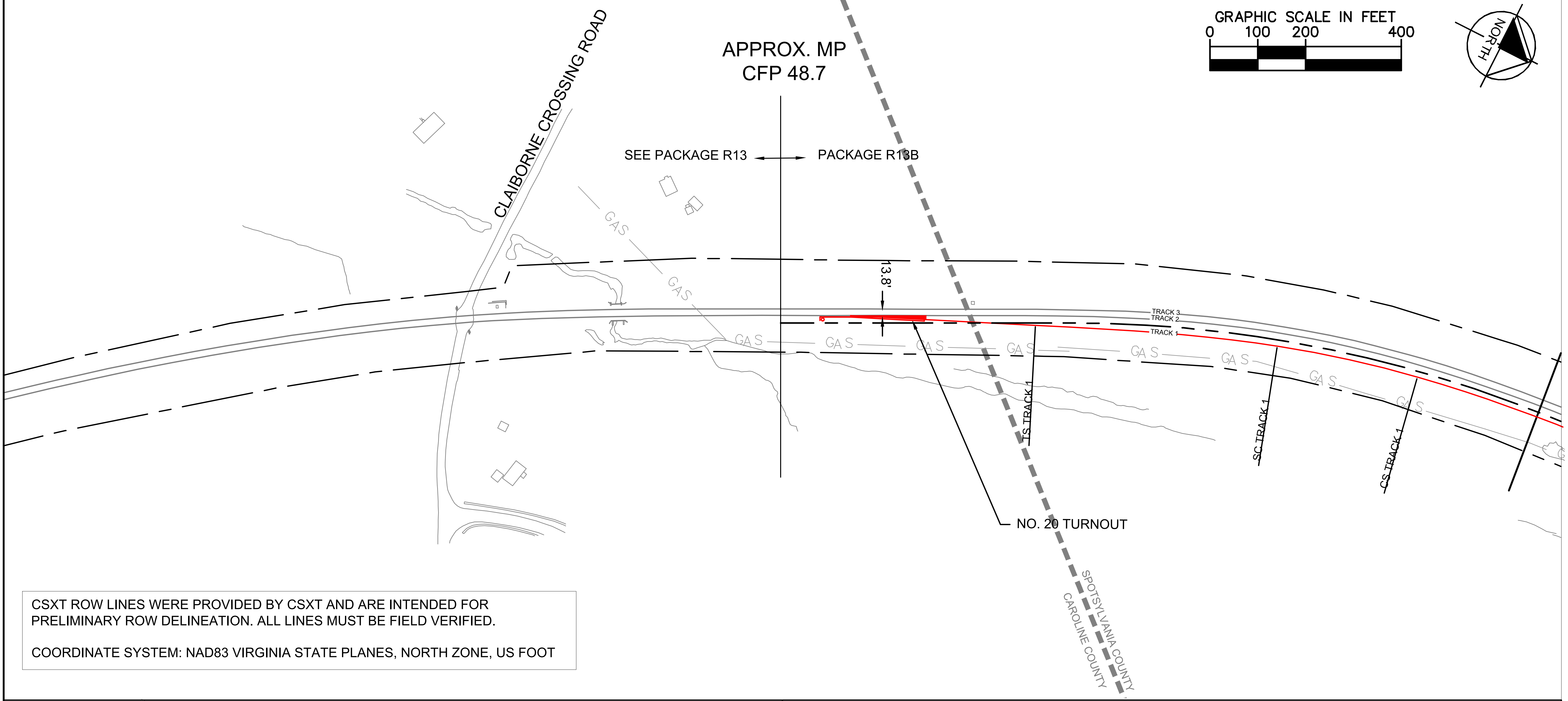
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28651

DATE: 3/16/2021

SHEET
EV-131
OF
EV-283

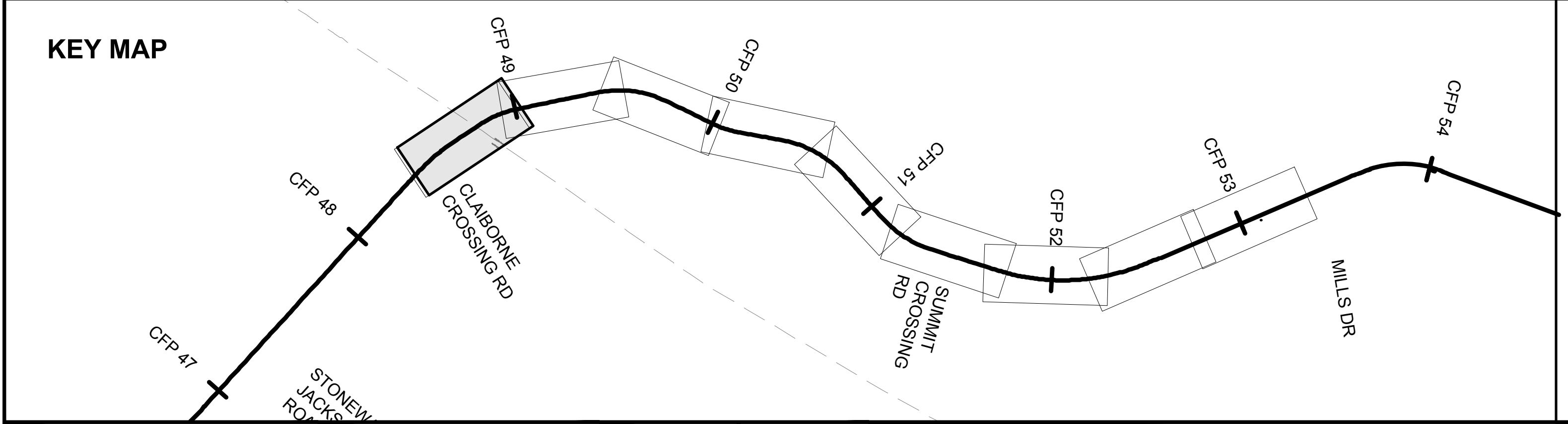
Mar. 16 2021 12:04 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13B_Crossroads 3rd Track-F\CAD\Sheets\Railplots\R13B_xS-Railplot.dwg By: Chloe.Harwood



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County/Caroline County

ENHANCED VAL MAPS - DESIGN

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28651

DATE: 3/16/2021

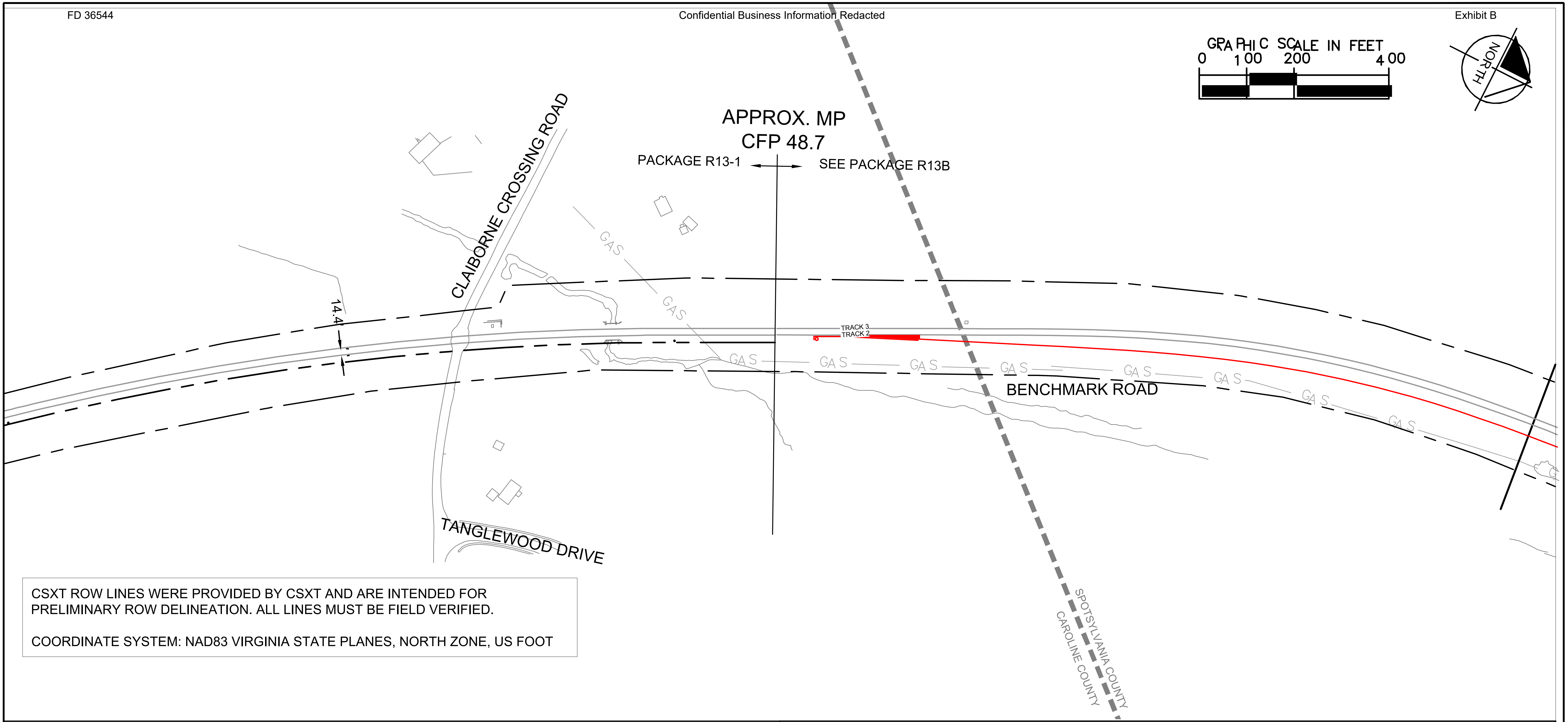
SHEET
EV-132
OF
EV-283

Mar. 18 2021 12:04 pm K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13B_Crossroads 3rd Track-F\CAD\Sheets\Railplots\R13B_xS-Railplot.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

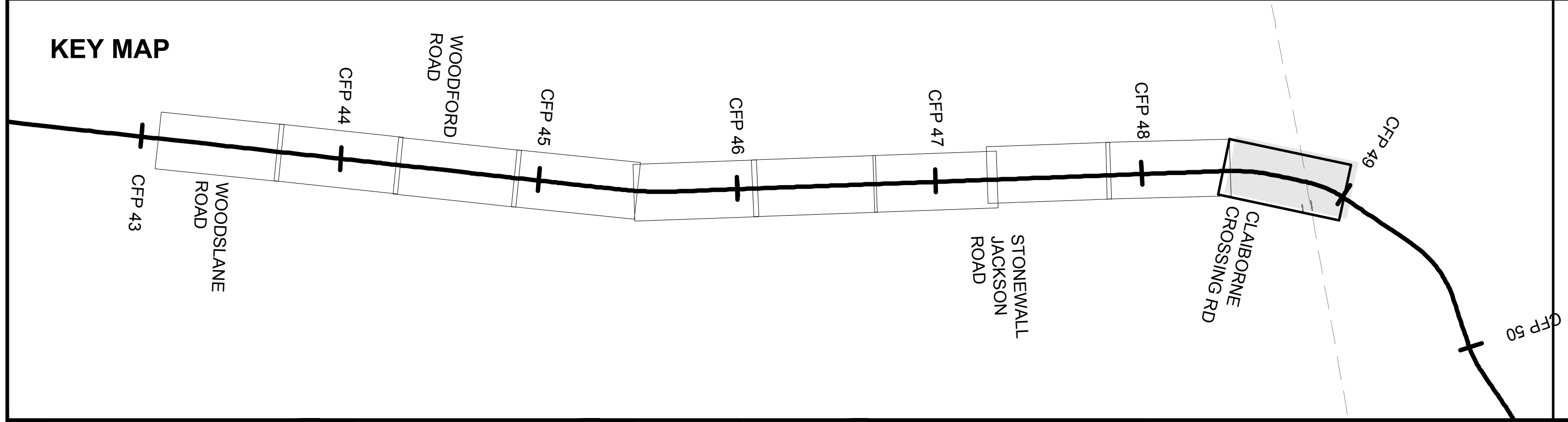
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County/Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

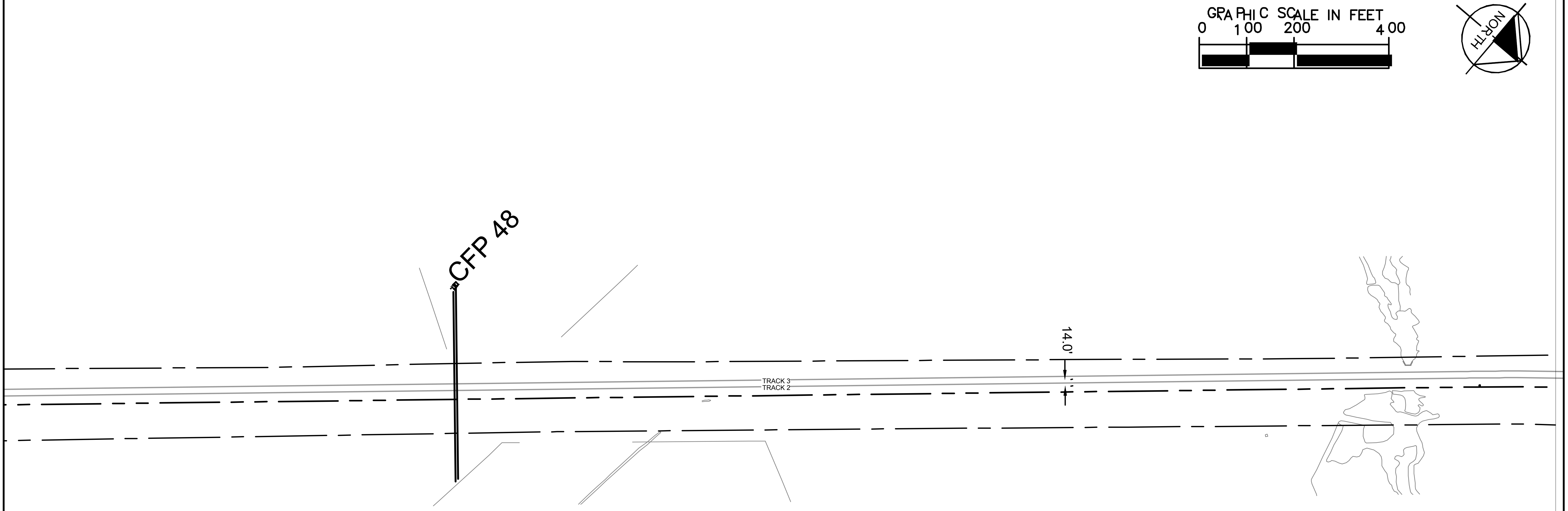
CSXT VAL MAP:V28651

DATE: 3/16/2021

Kimley»Horn

SHEET EV-133 OF EV-283

Mar. 18 2021 11:58 am K:\VVA_Transit\113292000 - Atlantic Gateway Program\Production\VMP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_xS-Railplot-Layout.dwg By: Chloe.Harwood



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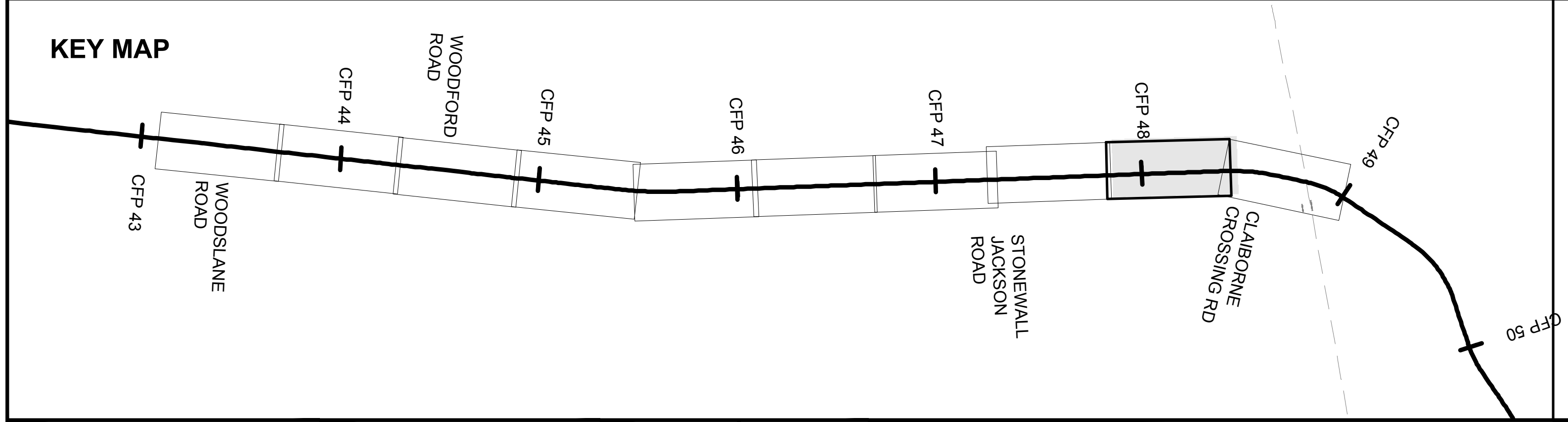
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Spotsylvania County/Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

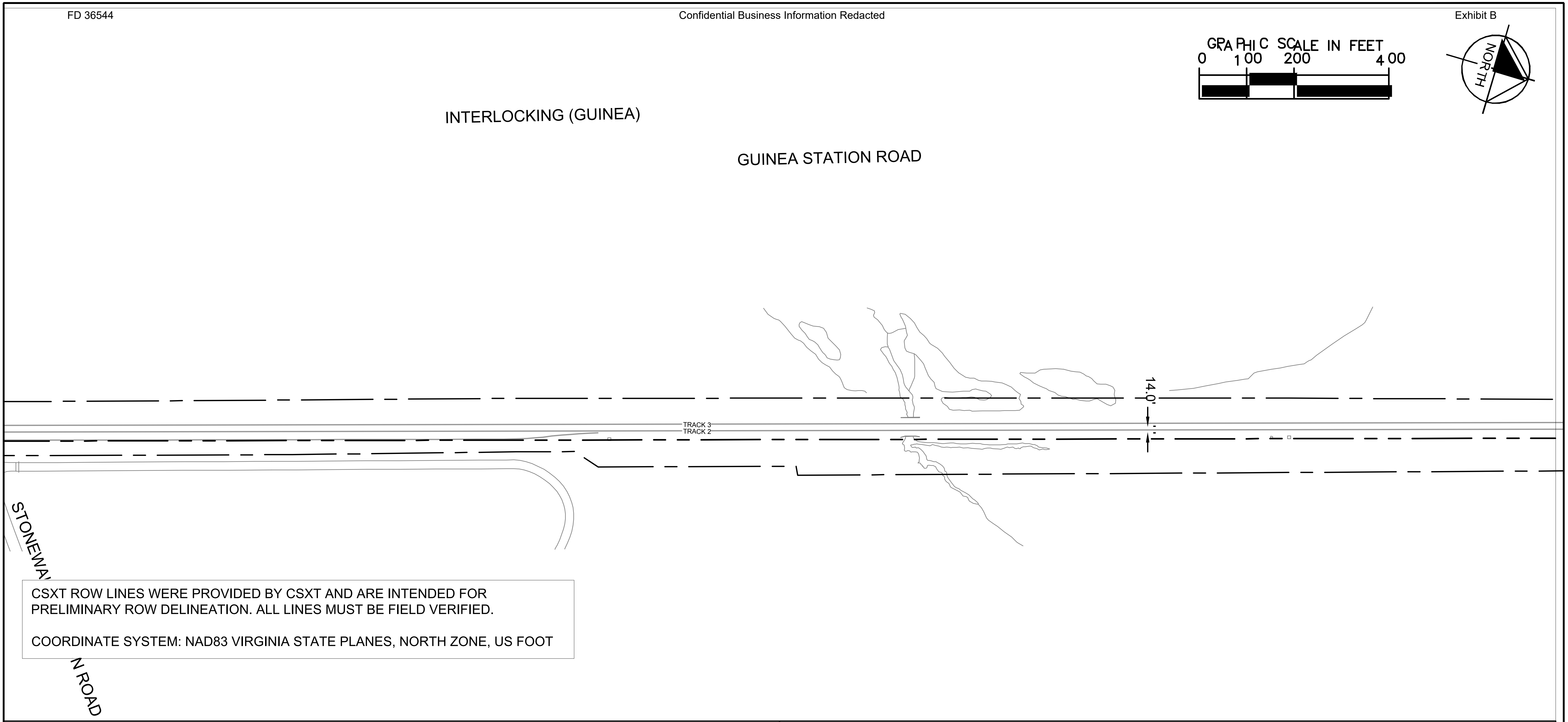
CSXT VAL MAP:V28651

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-134
OF
EV-283

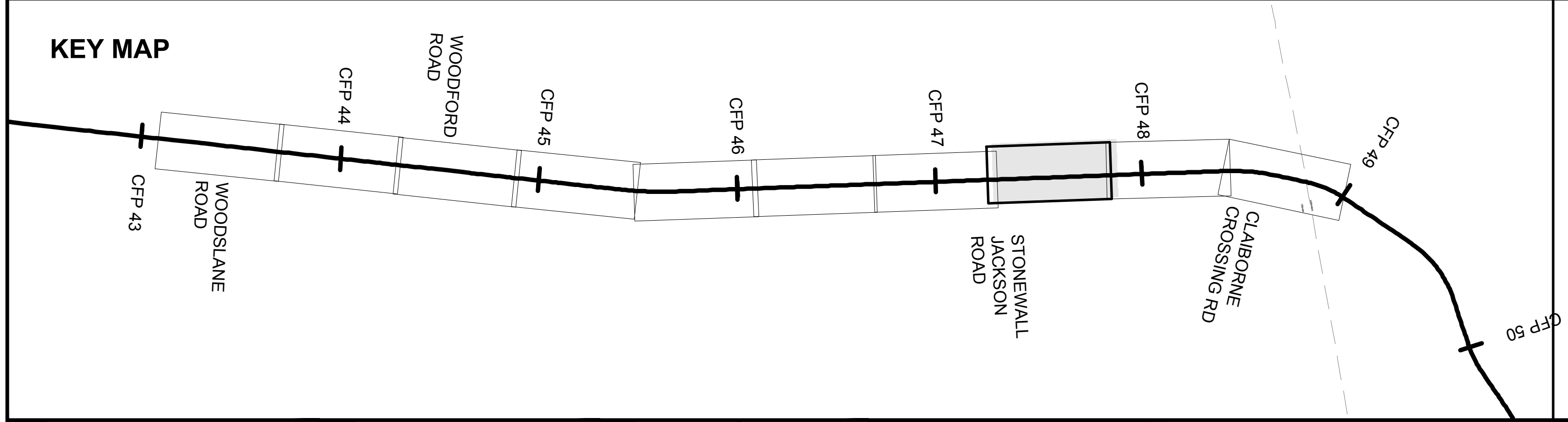
Mar. 16 2021 11:58 am K:\VWA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-1N_xS-Railplot-Layout.dwg By: Chloe.Harwood



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
🟥	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

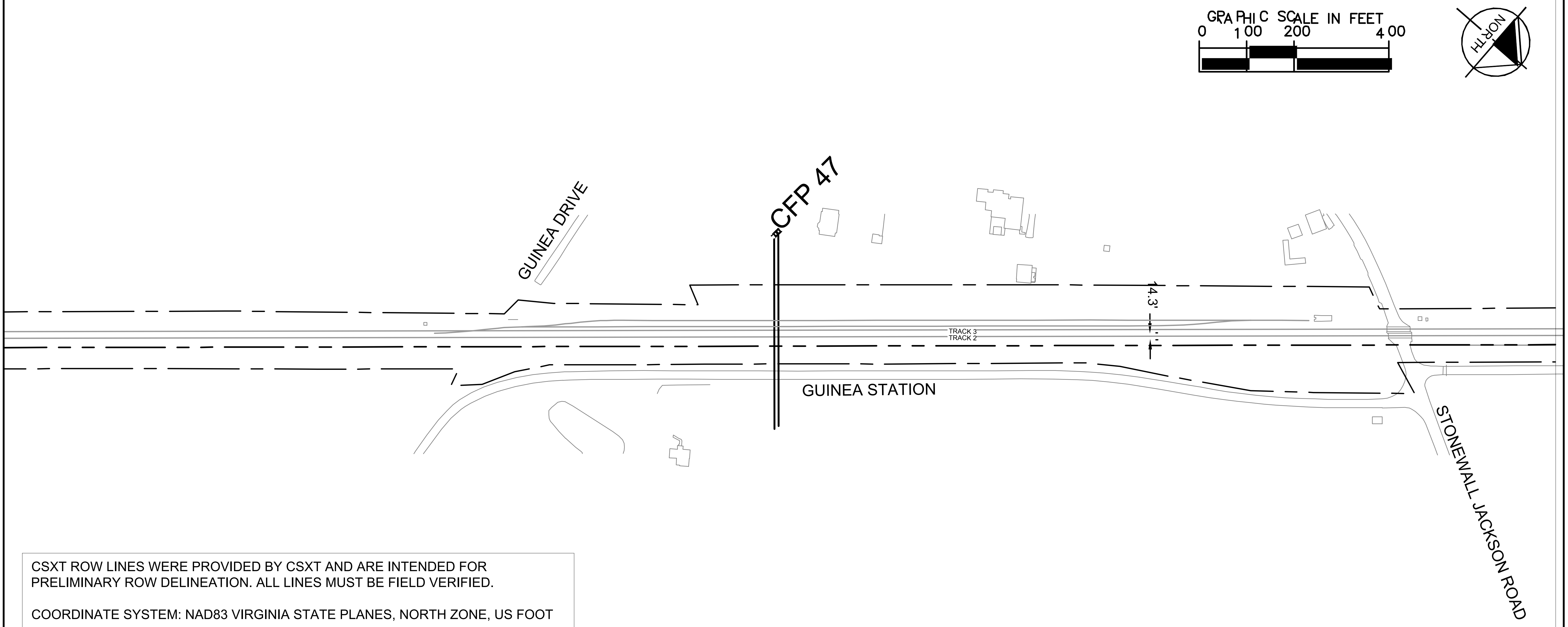
CSXT VAL MAP:V28680

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-135
OF
EV-283

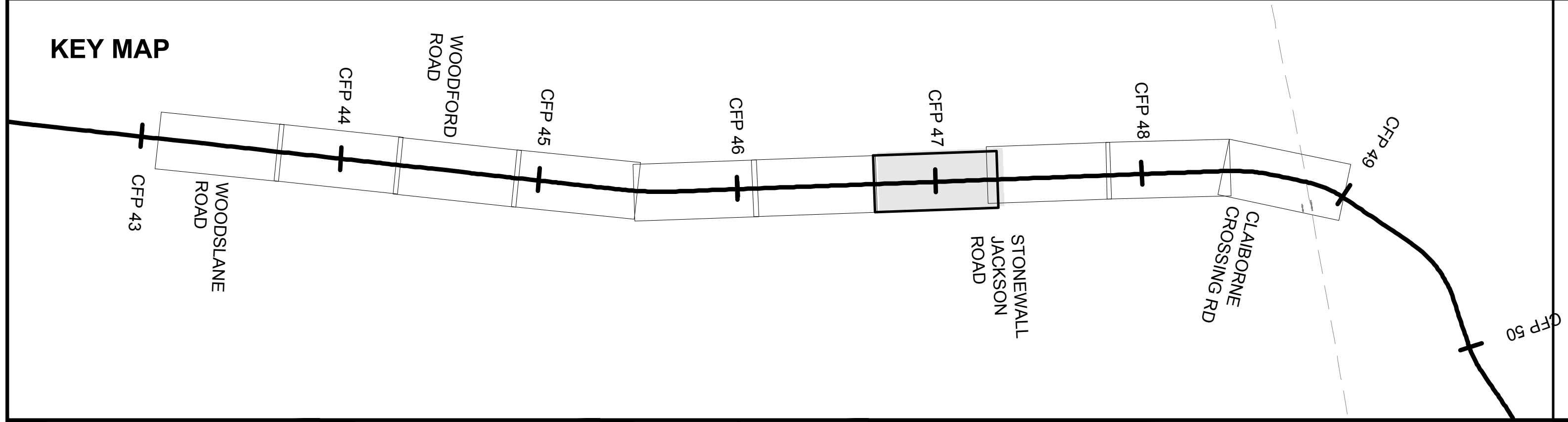
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

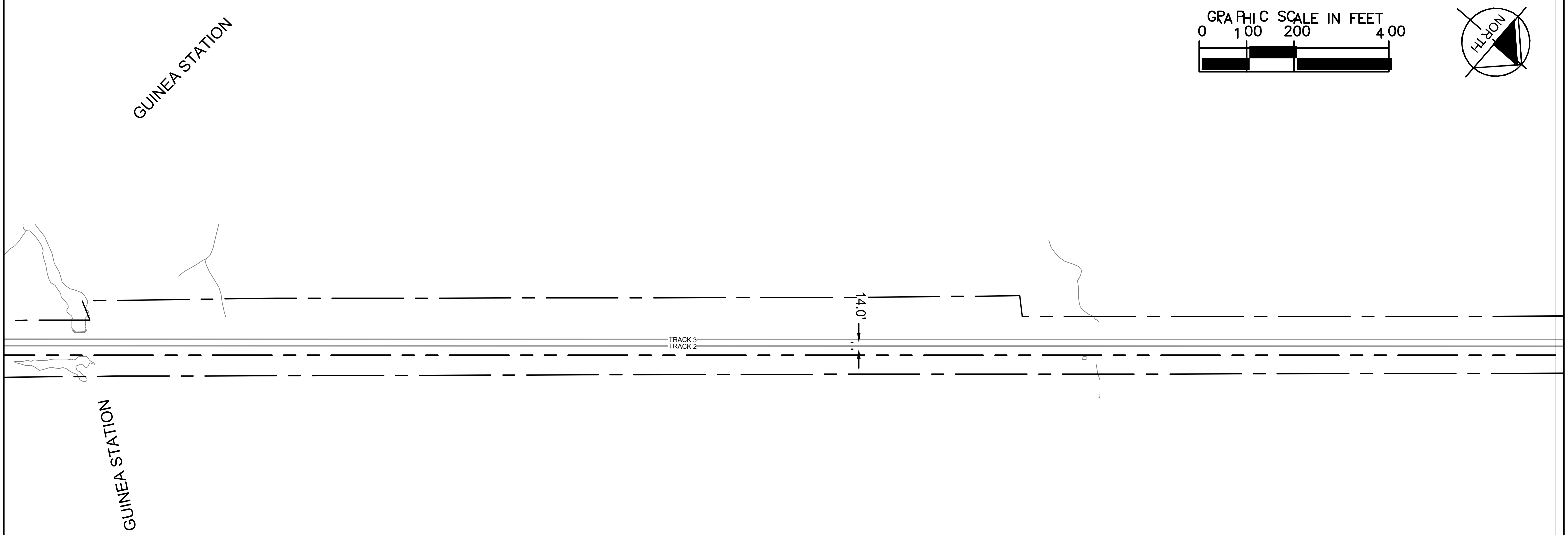
CSXT VAL MAP:V28680

DATE: 3/16/2021

SHEET
EV-136
OF
EV-283

Mar. 16 2021 11:59 am K:\VIVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_xS-Railplot-Layout.dwg By: Chloe.Harwood

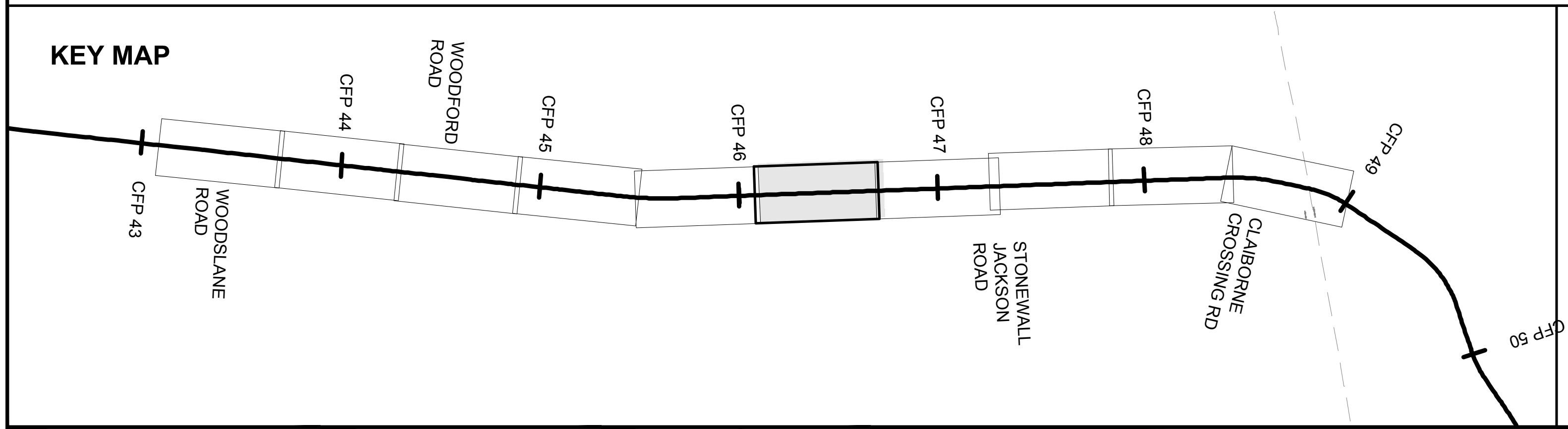
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

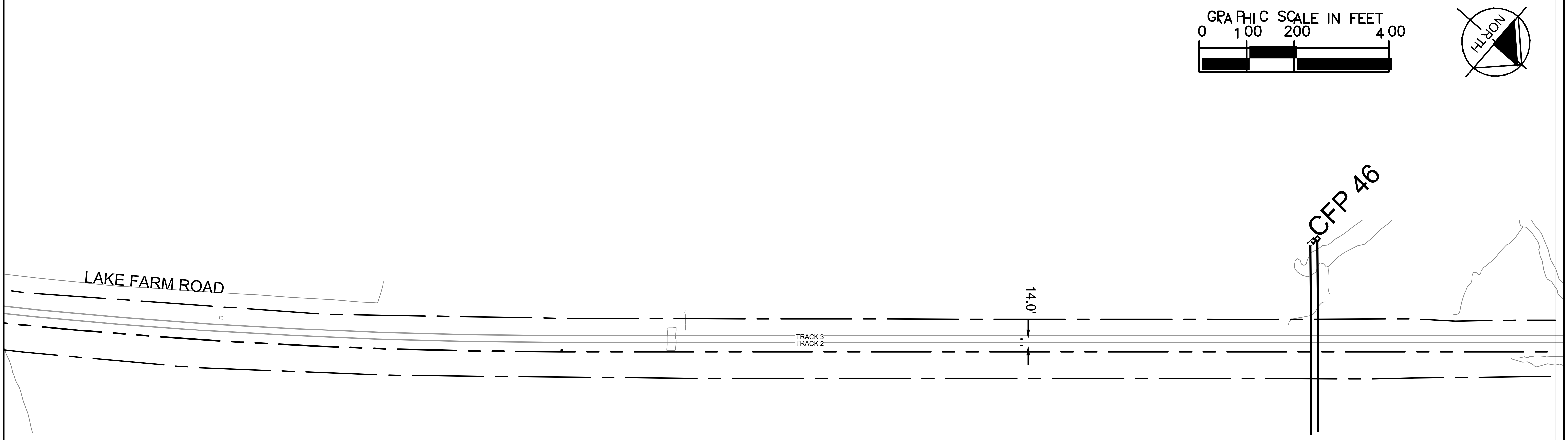
JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28679
DATE: 3/16/2021

SHEET
EV-137
OF
EV-283

Mar. 16 2021 11:58 am K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_XS-Railplot-Layout.dwg By: Chloe.Harwood



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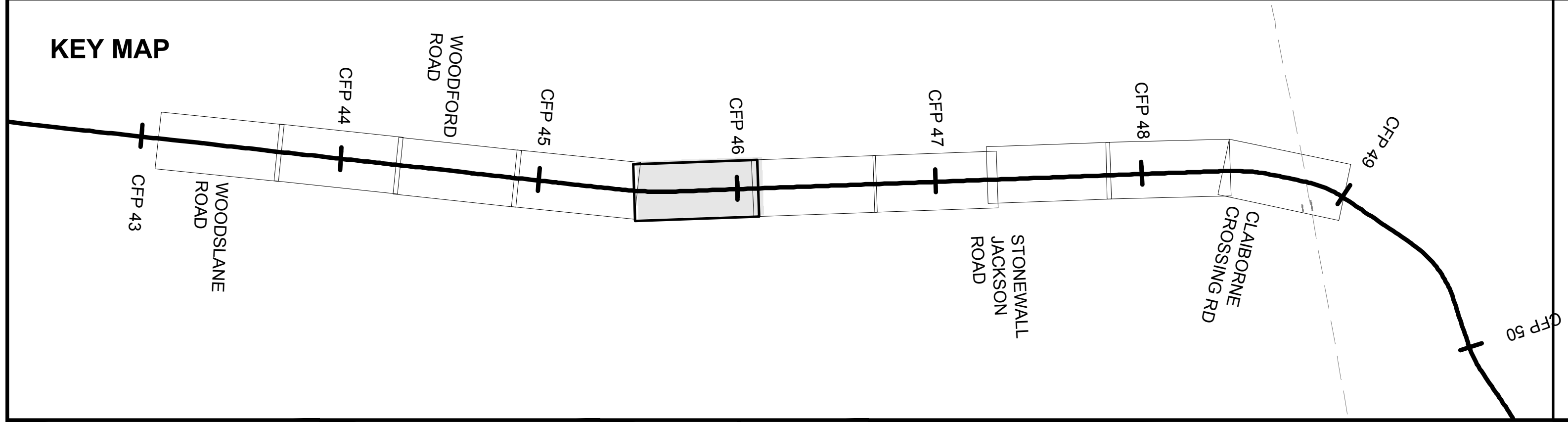
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



▬	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
🟥	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

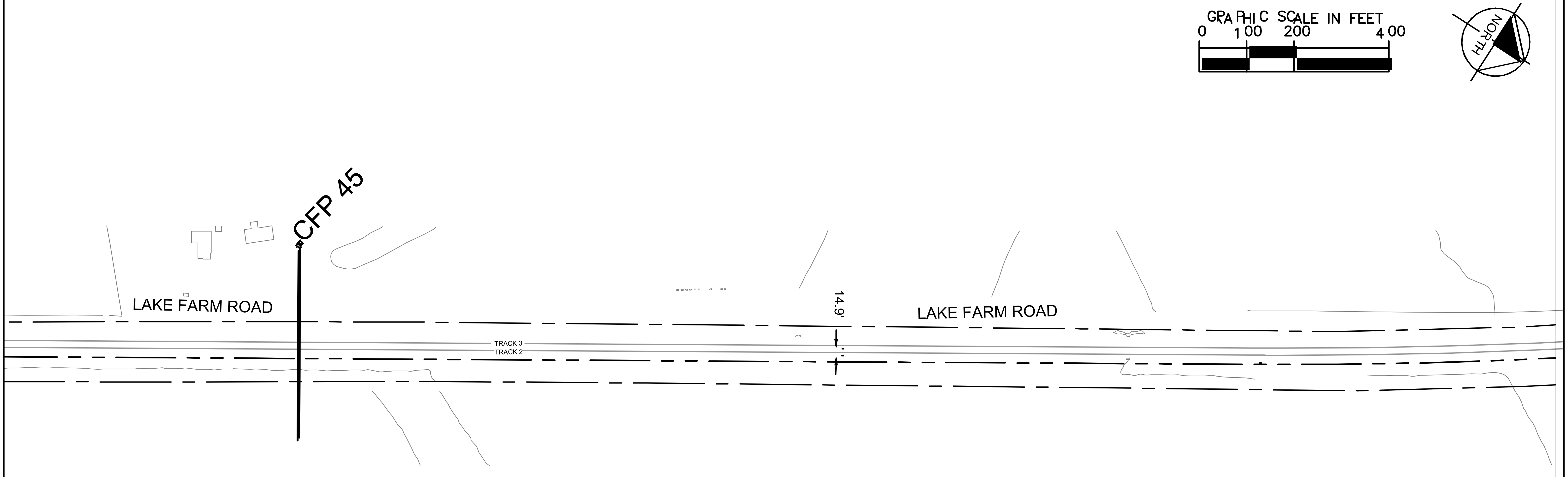
CSXT VAL MAP:V28679

DATE: 3/16/2021

SHEET
EV-138
OF
EV-283

Mar. 18 2021 11:58 am K:\VWA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_xS-Railplot-Layout.dwg By: Chloe.Harwood

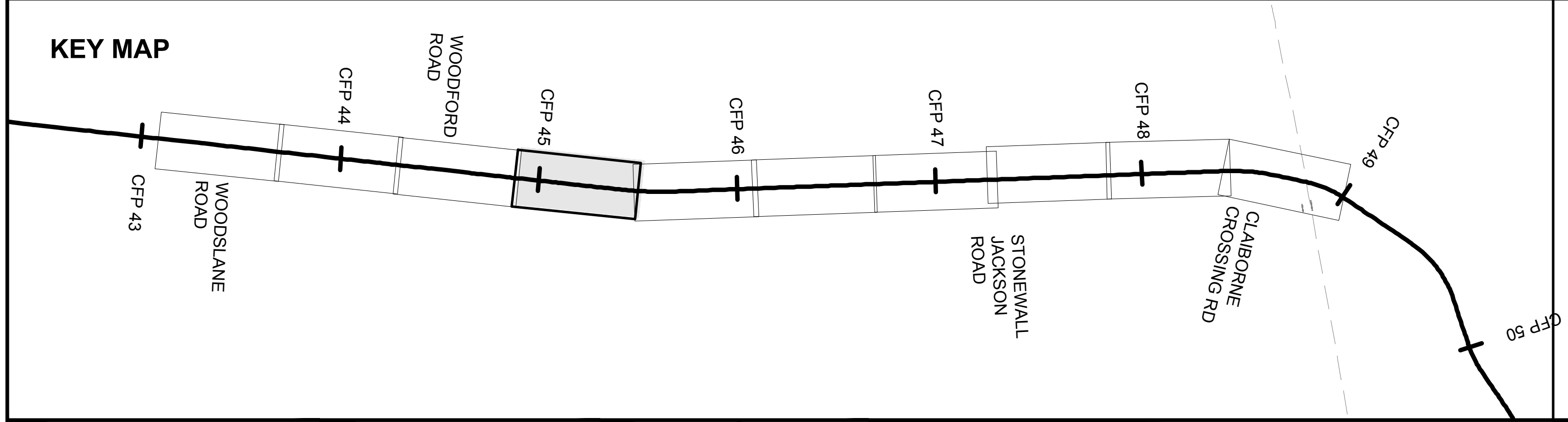
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28679

DATE: 3/16/2021

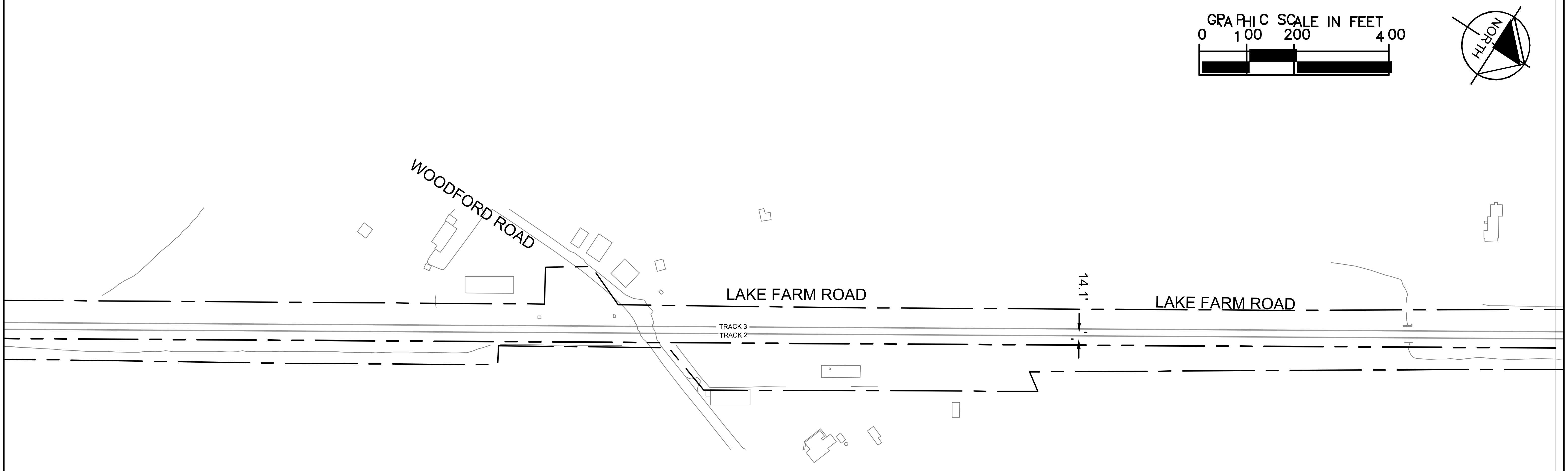
Kimley»Horn

SHEET
EV-139
OF
EV-283

Mar. 16 2021 11:59 am K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_XS-Railplot-Layout.dwg By: Chloe.Harwood

Confidential Business Information Redacted

Exhibit B



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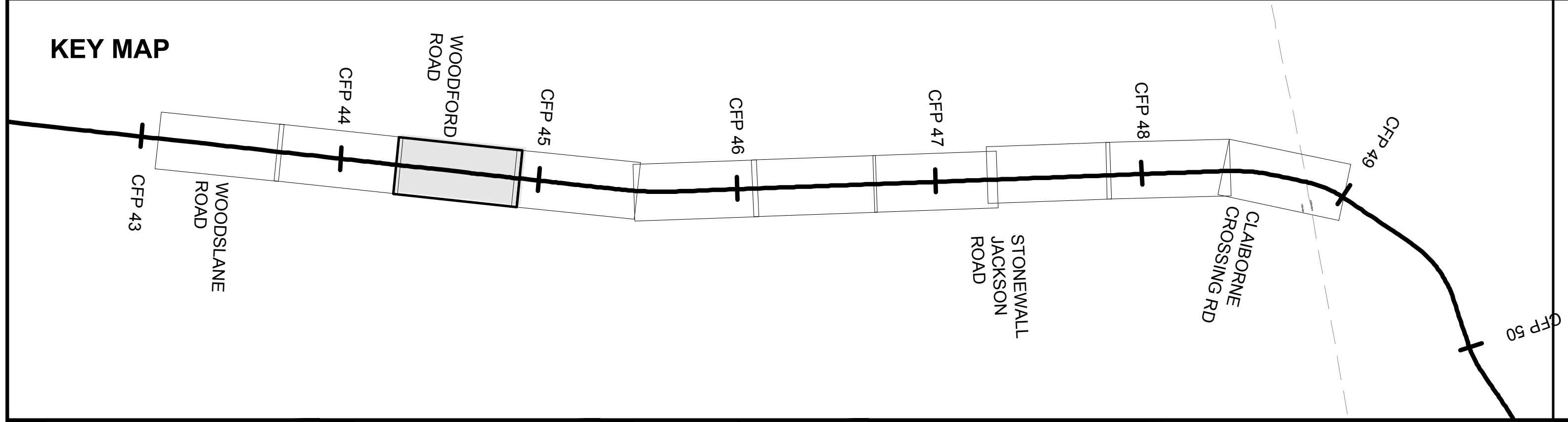
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28678

DATE: 3/16/2021

SHEET
EV-140
OF
EV-283

Mar. 18 2021 11:59 am K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_xS-Railplot-Layout.dwg By: Chloe.Harwood

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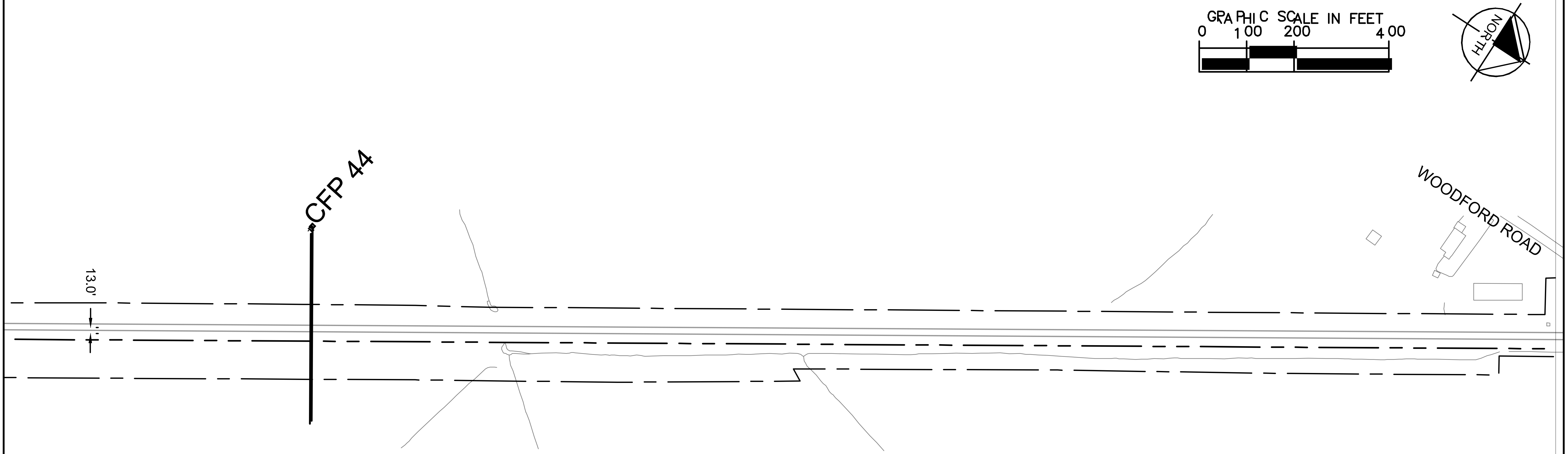

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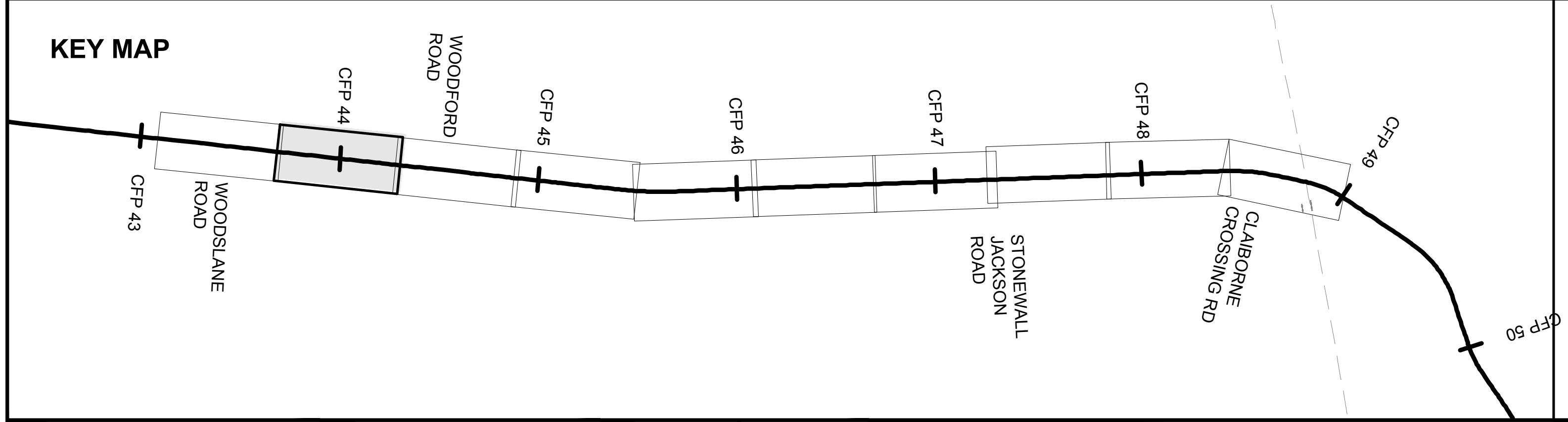
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
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JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28678

DATE: 3/16/2021

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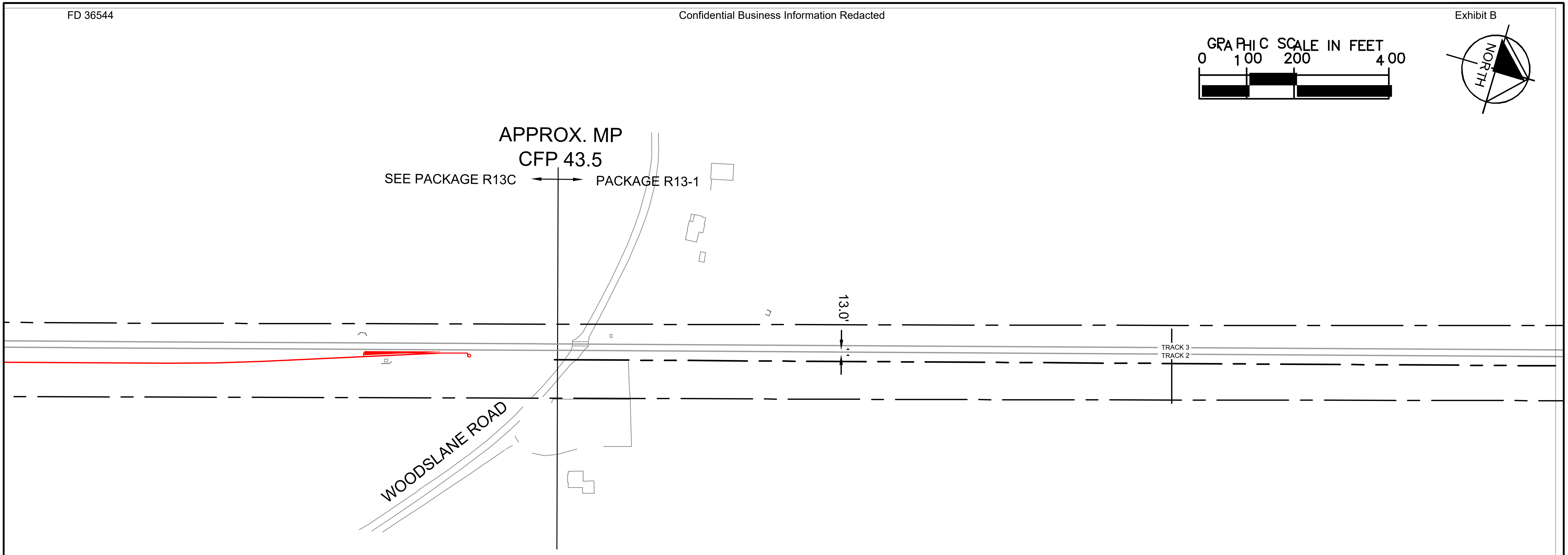

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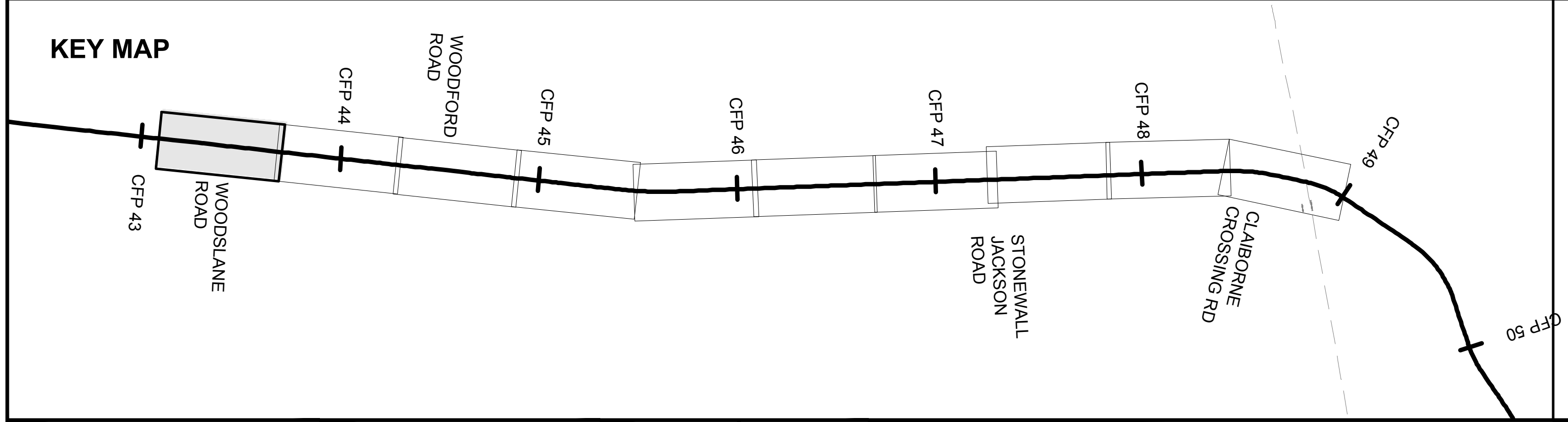
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——— EXISTING TRACK

——— PROPOSED TRACK

- - - - - SHIFTED TRACK

— - — CSXT ROW

— - - - — CSXT-DRPT DELINEATION

▬ ▬ ▬ JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

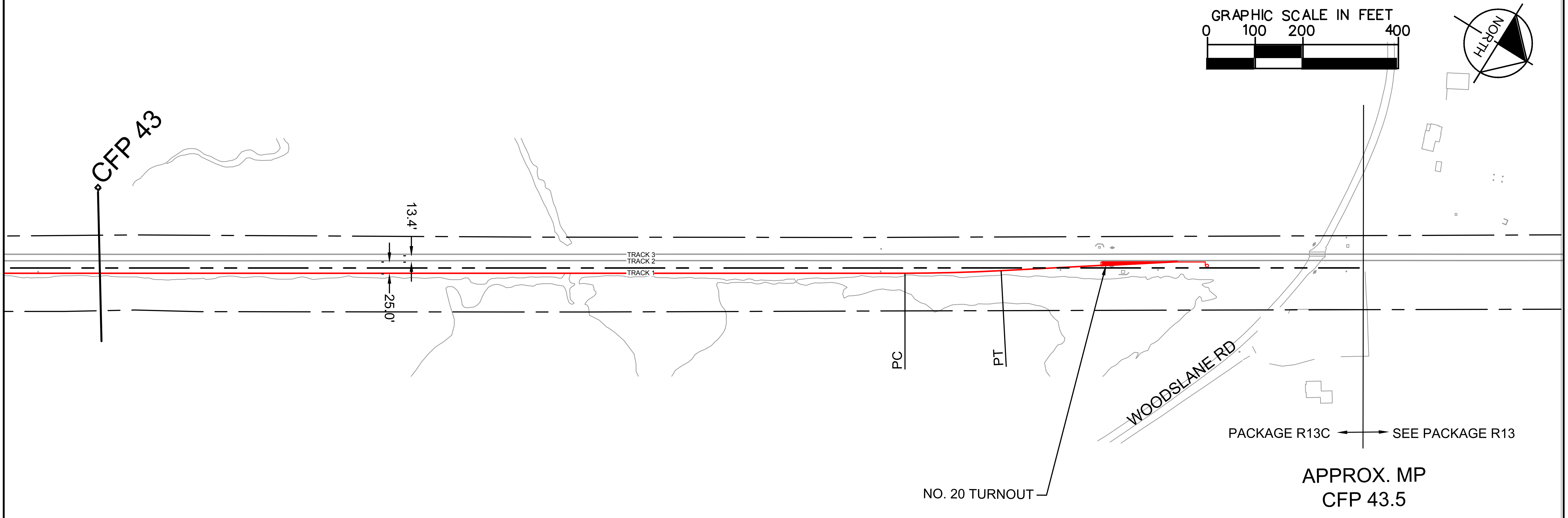
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28678

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-142
OF
EV-283



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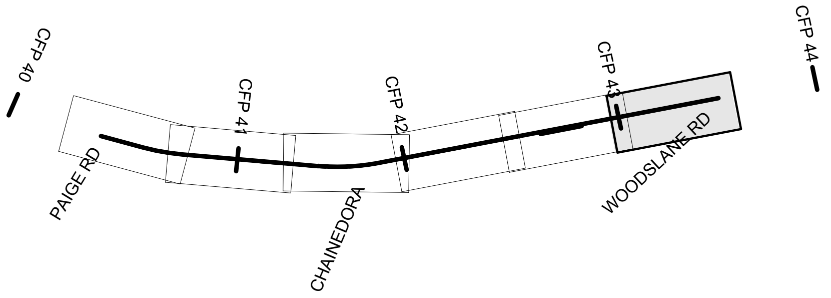
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28678

DATE: 3/16/2021

SHEET
EV-143
OF
EV-215

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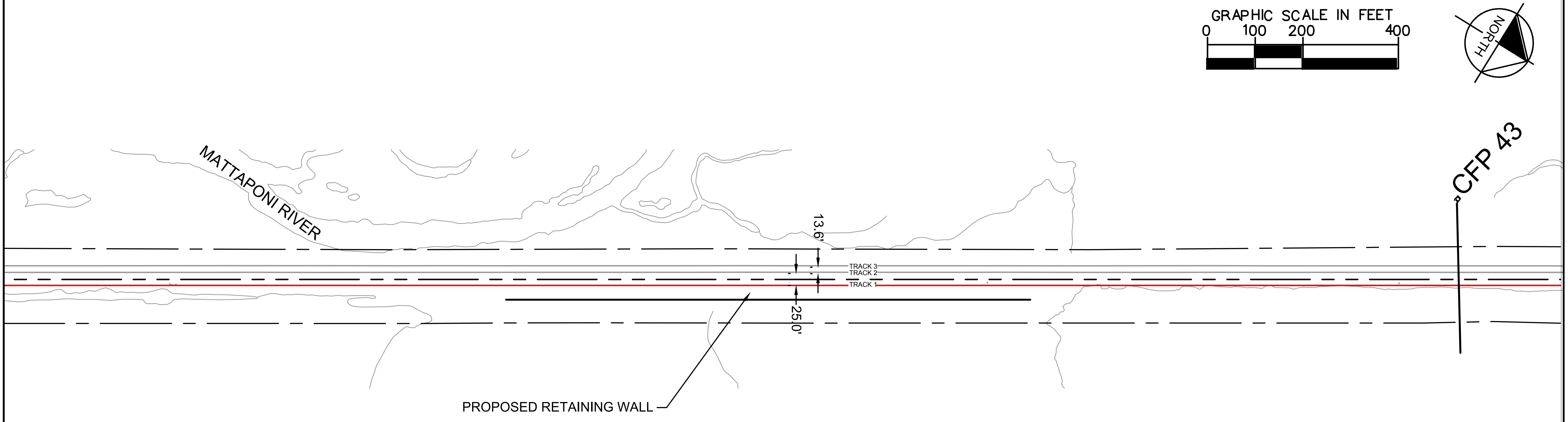

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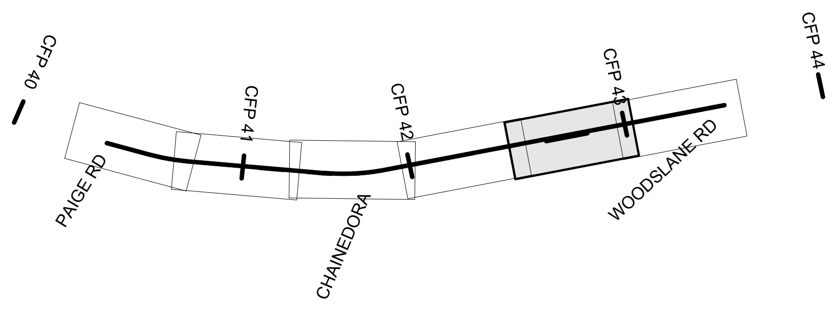
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28678

DATE: 3/16/2021

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SHEET
EV-144
OF
EV-215

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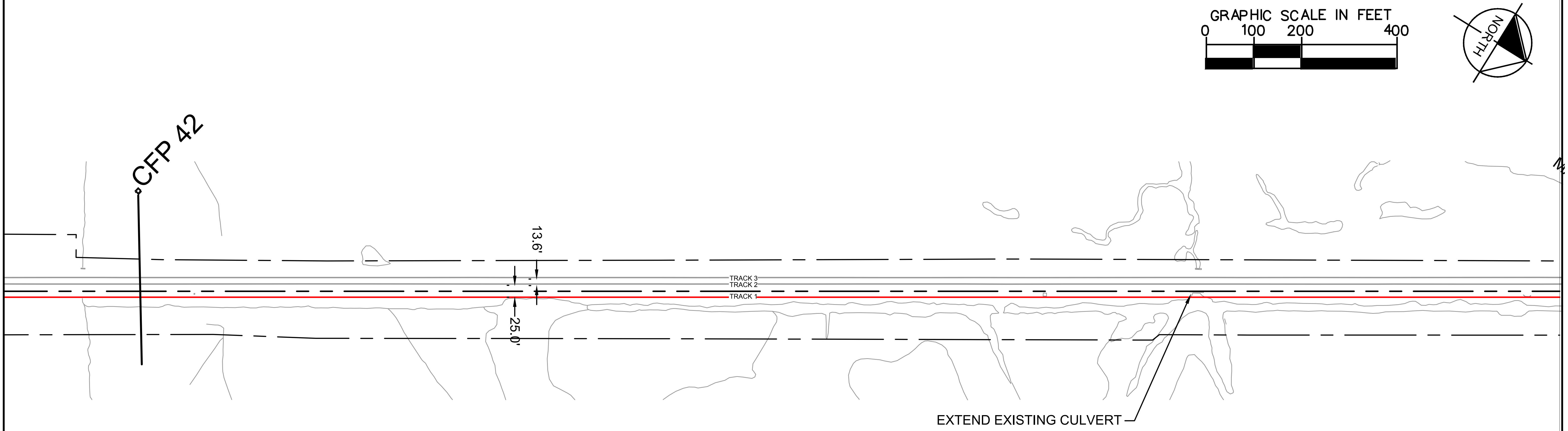
Exhibit B



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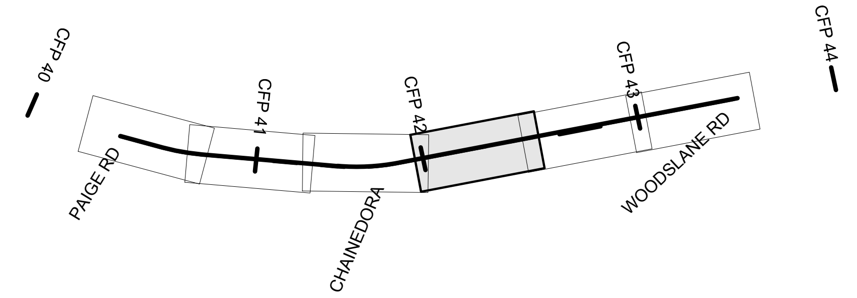
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
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JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28678

DATE: 3/16/2021

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EV-145
OF
EV-215

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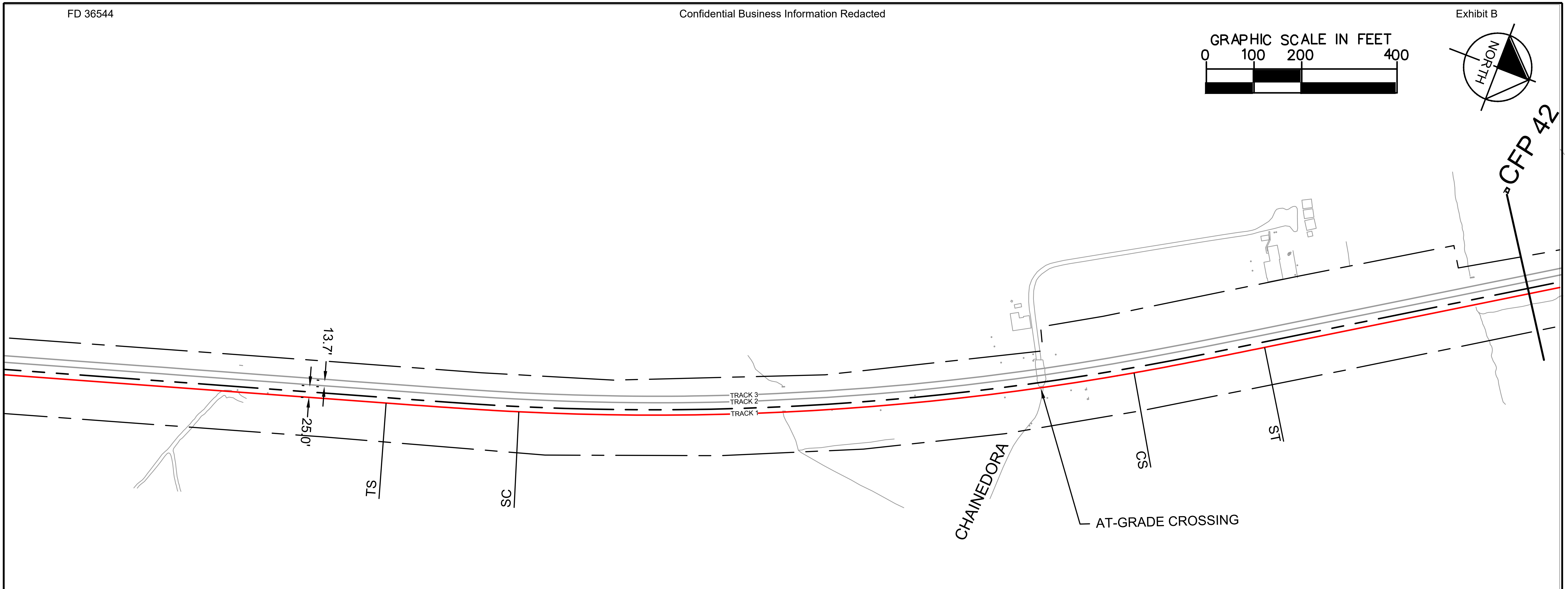

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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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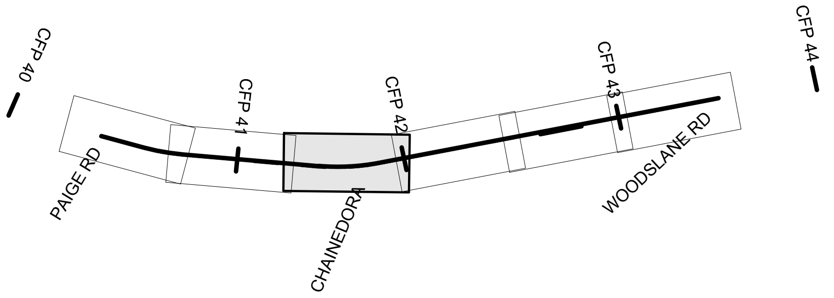

───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28677

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-146
OF
EV-215

Mar, 16 2021 11:49 am K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13C_Woodford to Milford 3rd Track-B\CAD\Sheets\R13C_xS-Design-Layout.dwg By: Chloe.Harwood

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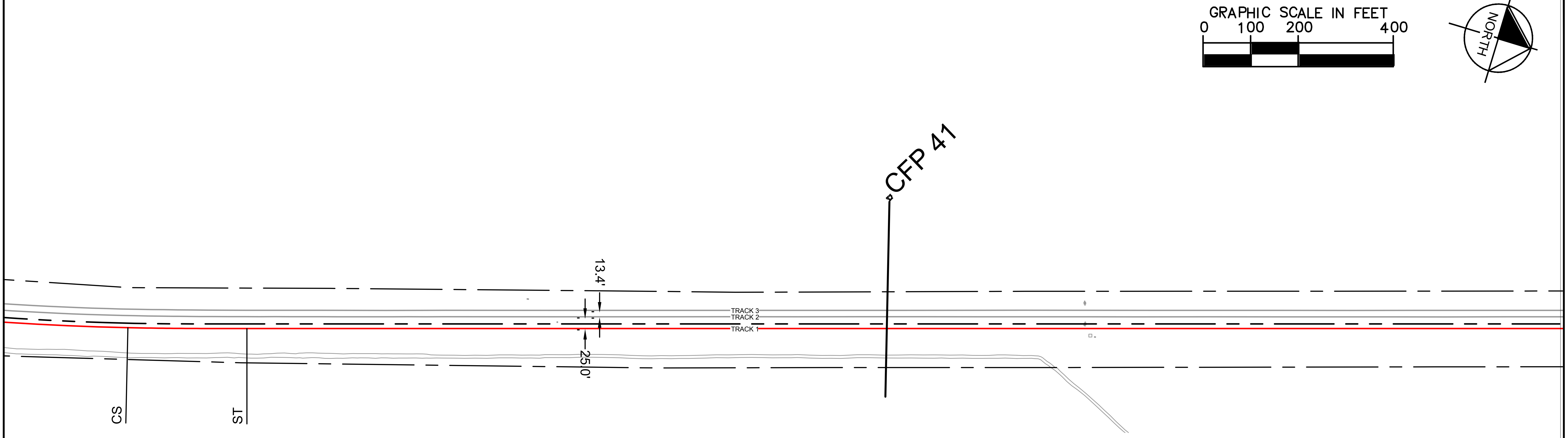
Exhibit B



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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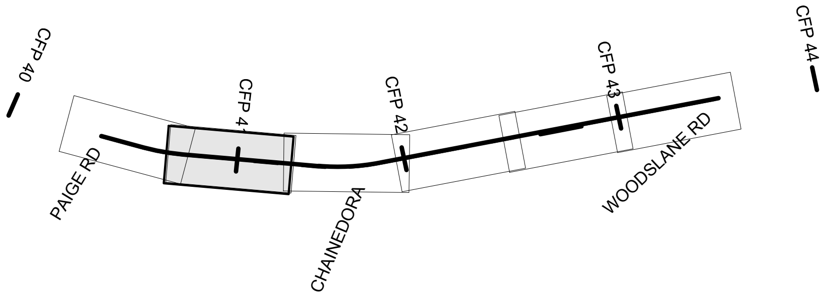

——	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
——	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28677

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-147
OF
EV-215

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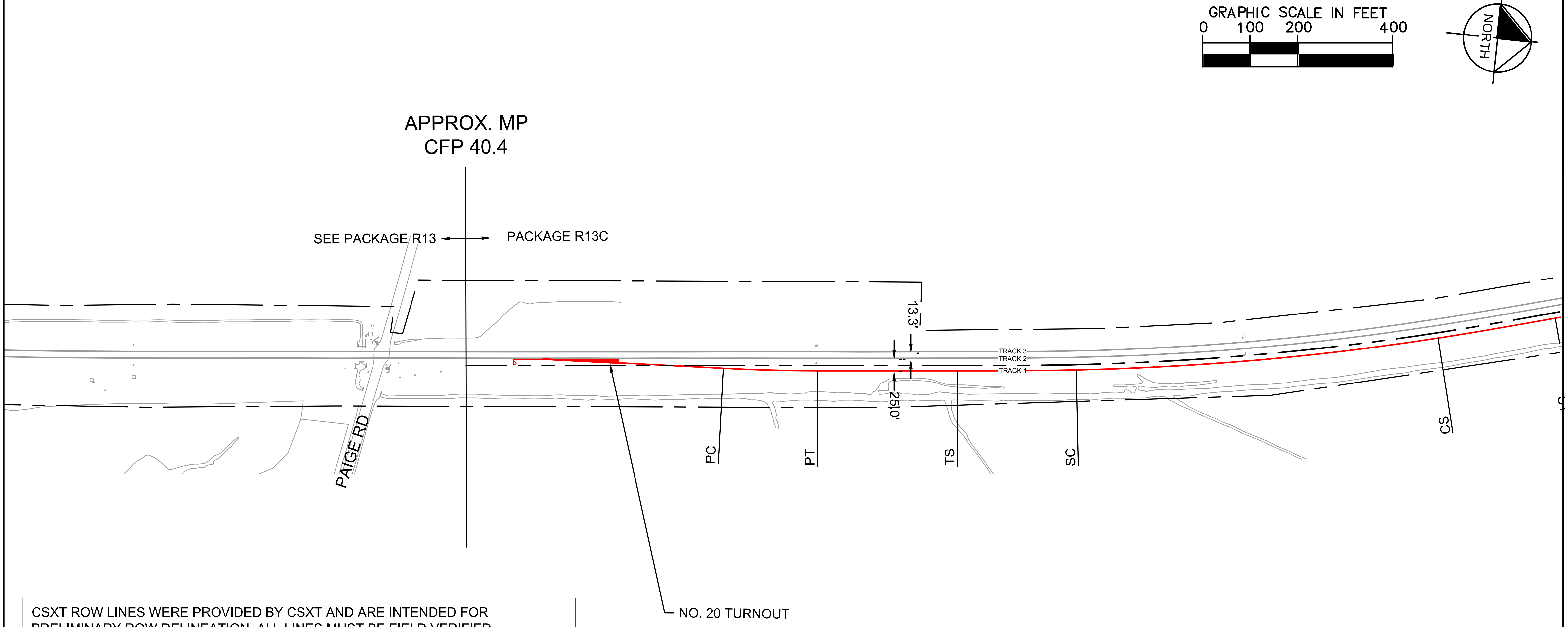

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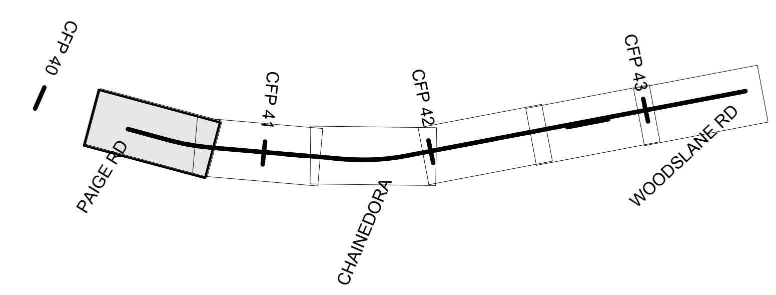
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
─ - ─	CSXT ROW
─ - - - ─	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28677

DATE: 3/16/2021

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SHEET
EV-148
OF
EV-215

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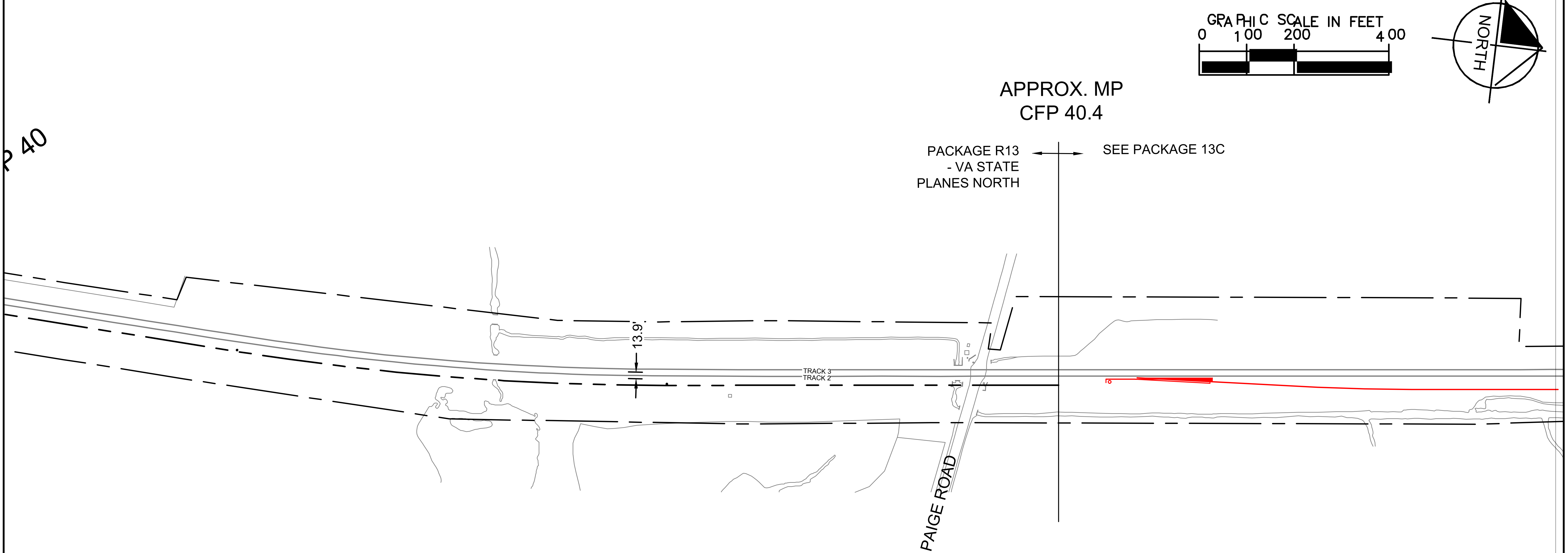

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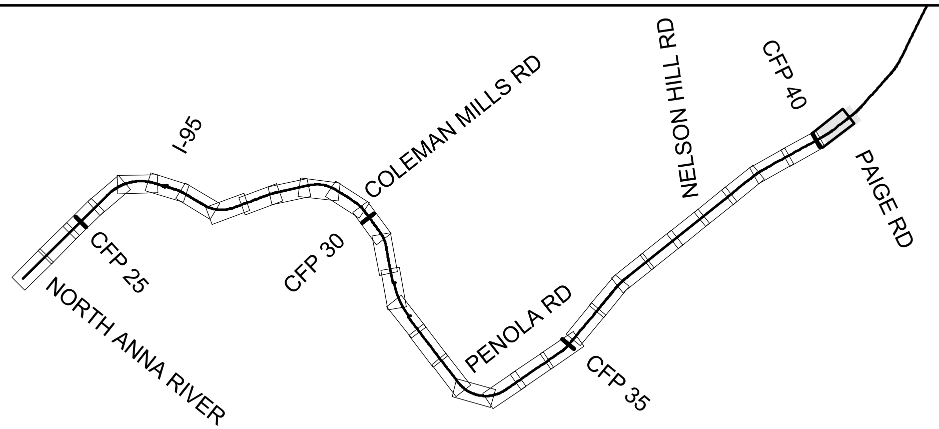
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

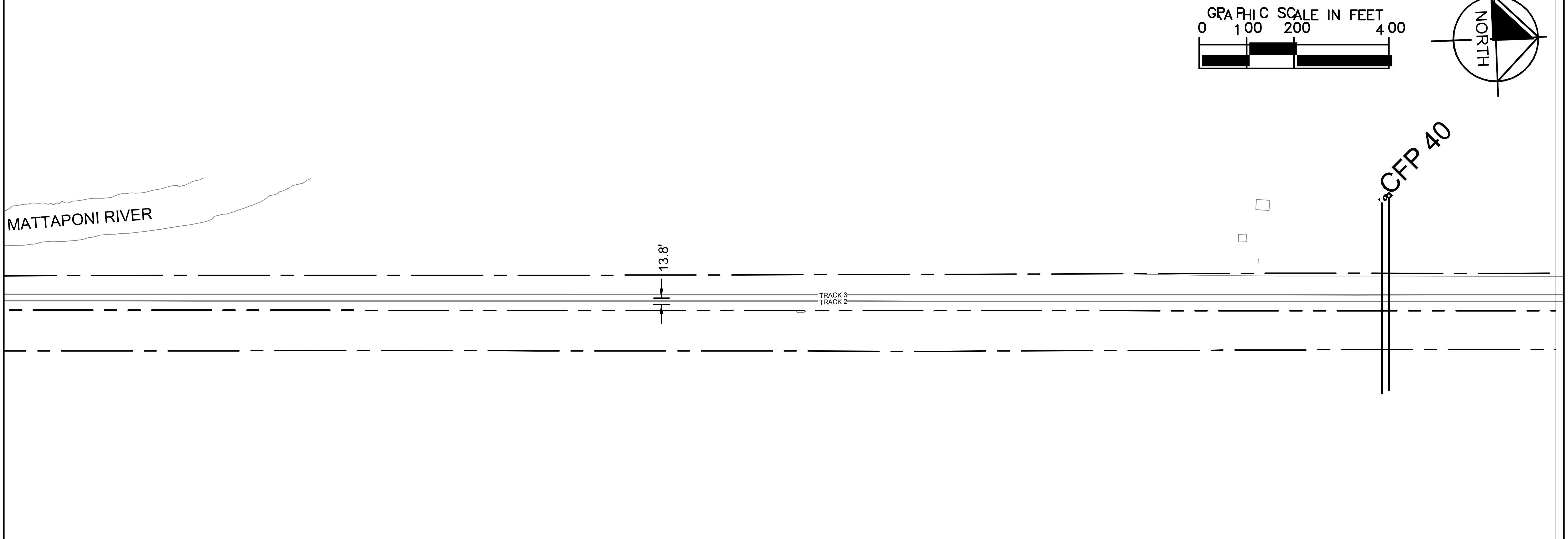
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28677

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-149
OF
EV-283



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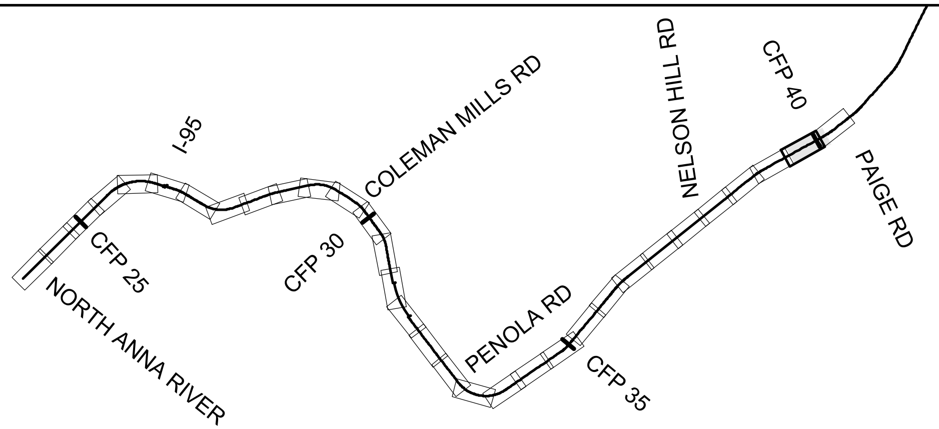
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK
──	PROPOSED TRACK
- - - - -	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

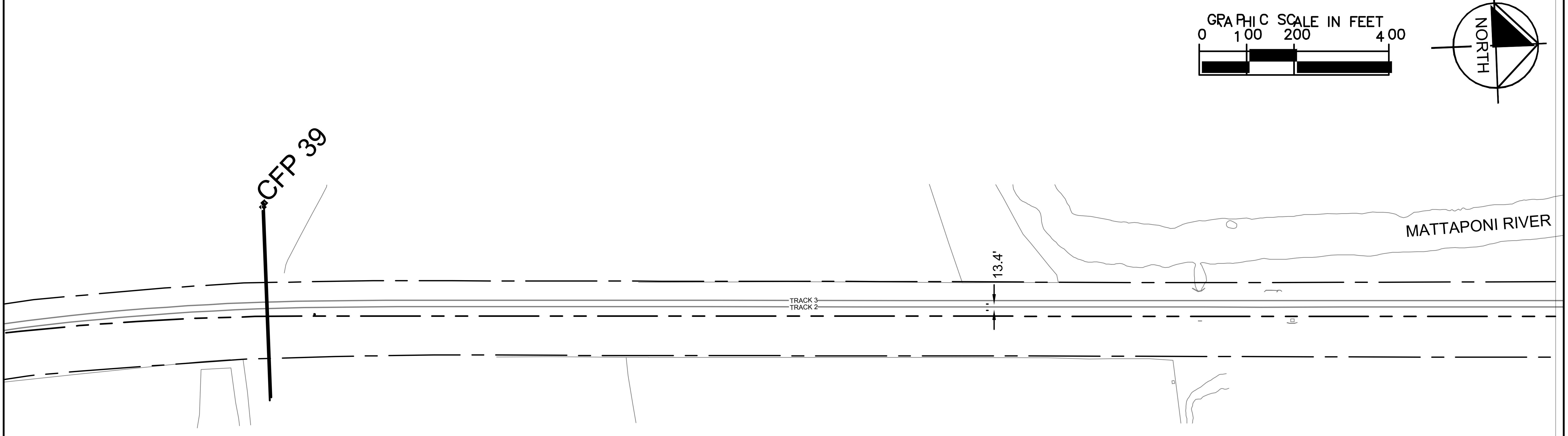
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28676

DATE: 3/16/2021

SHEET
EV-150
OF
EV-283

Exhibit B



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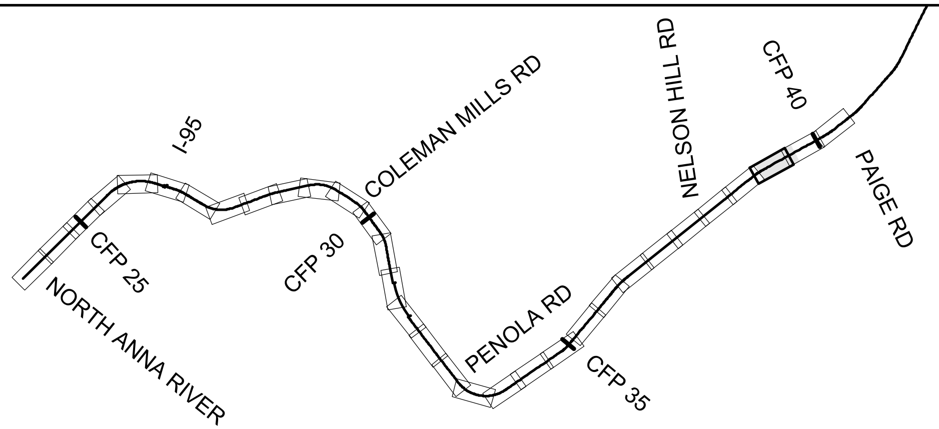
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28676

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-151
OF
EV-283

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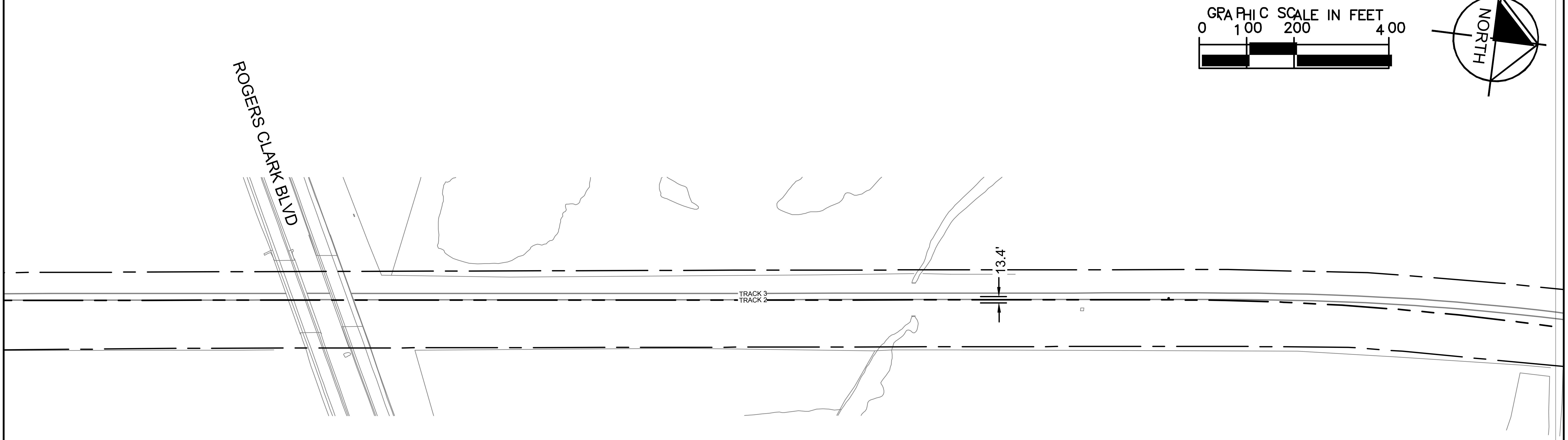
Exhibit B



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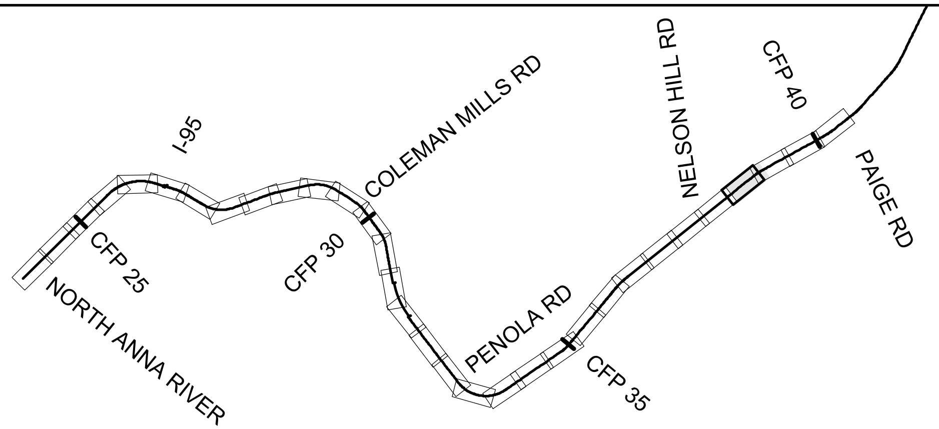
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28675
DATE: 3/16/2021

SHEET
EV-152
OF
EV-283

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FD 36544

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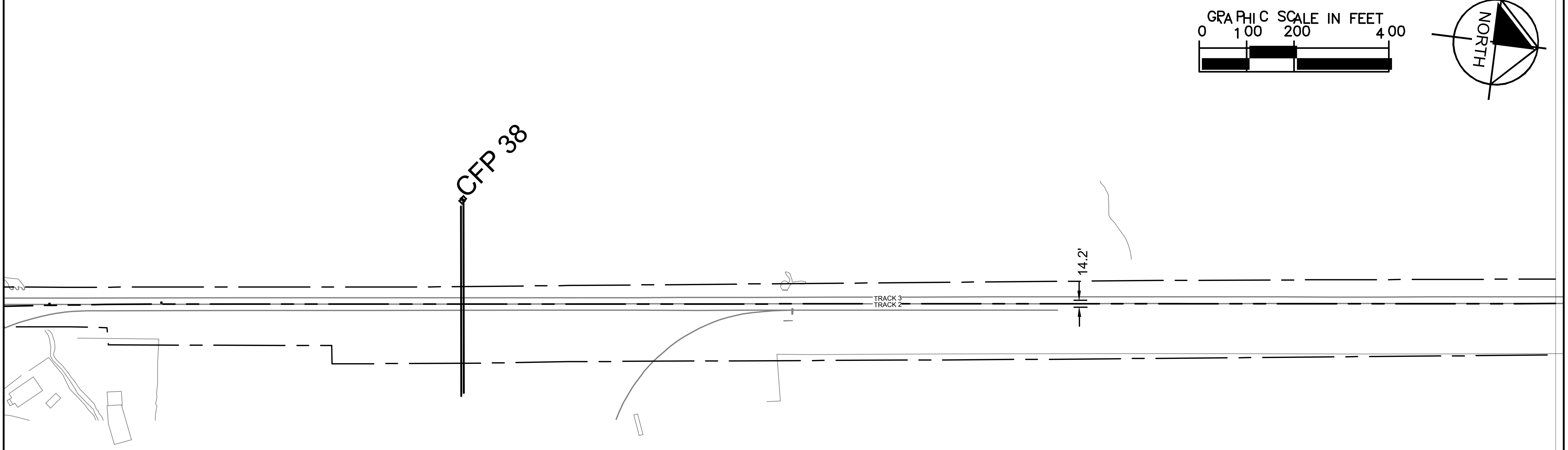
Exhibit B



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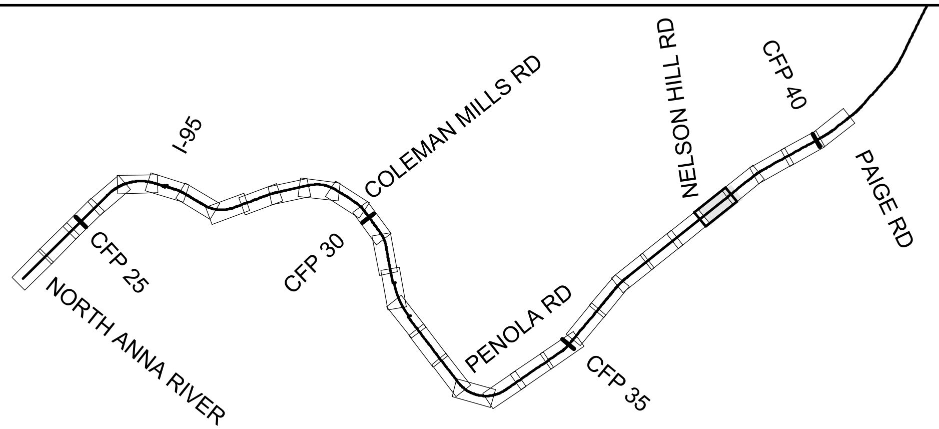
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28675

DATE: 3/16/2021

Kimley»Horn

SHEET
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OF
EV-283

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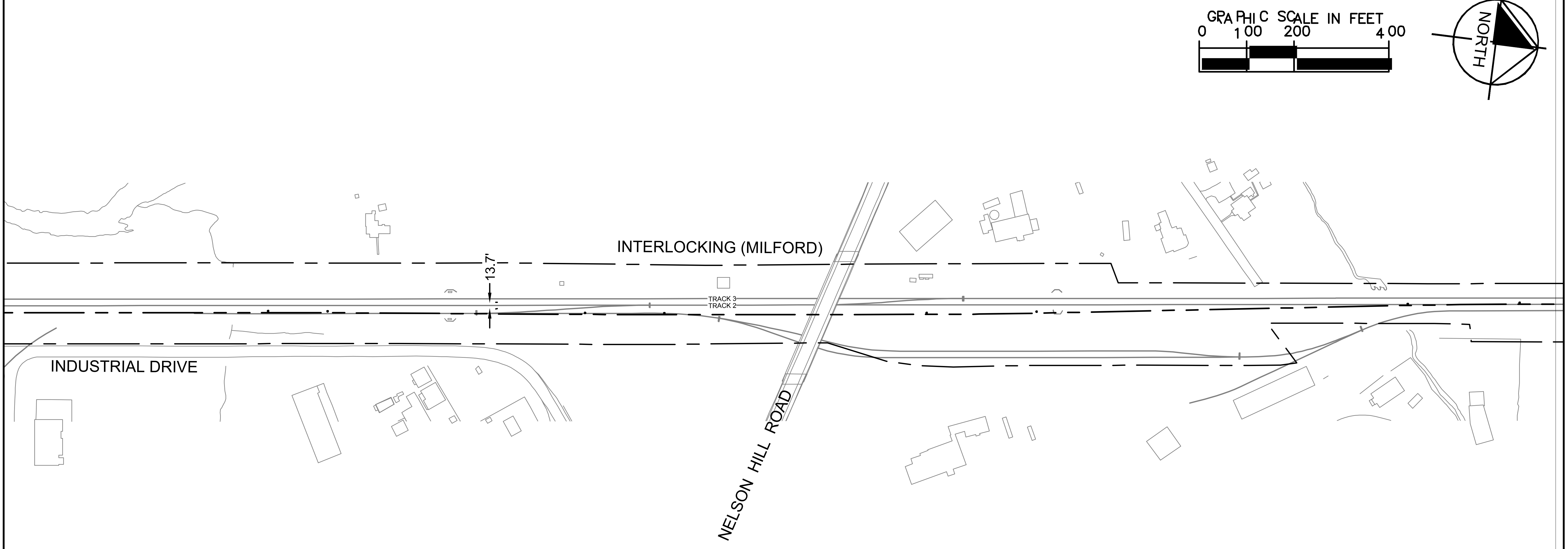
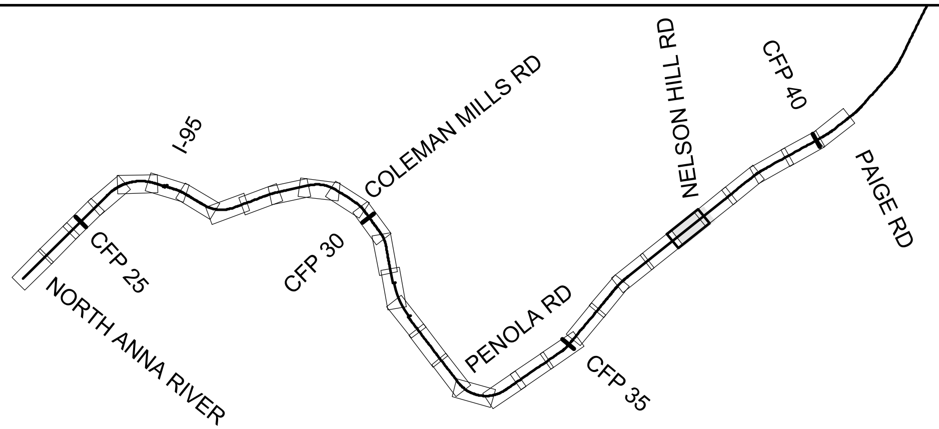


CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28675

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-154
OF
EV-283

Mar. 18 2021 09:53 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

FD 36544

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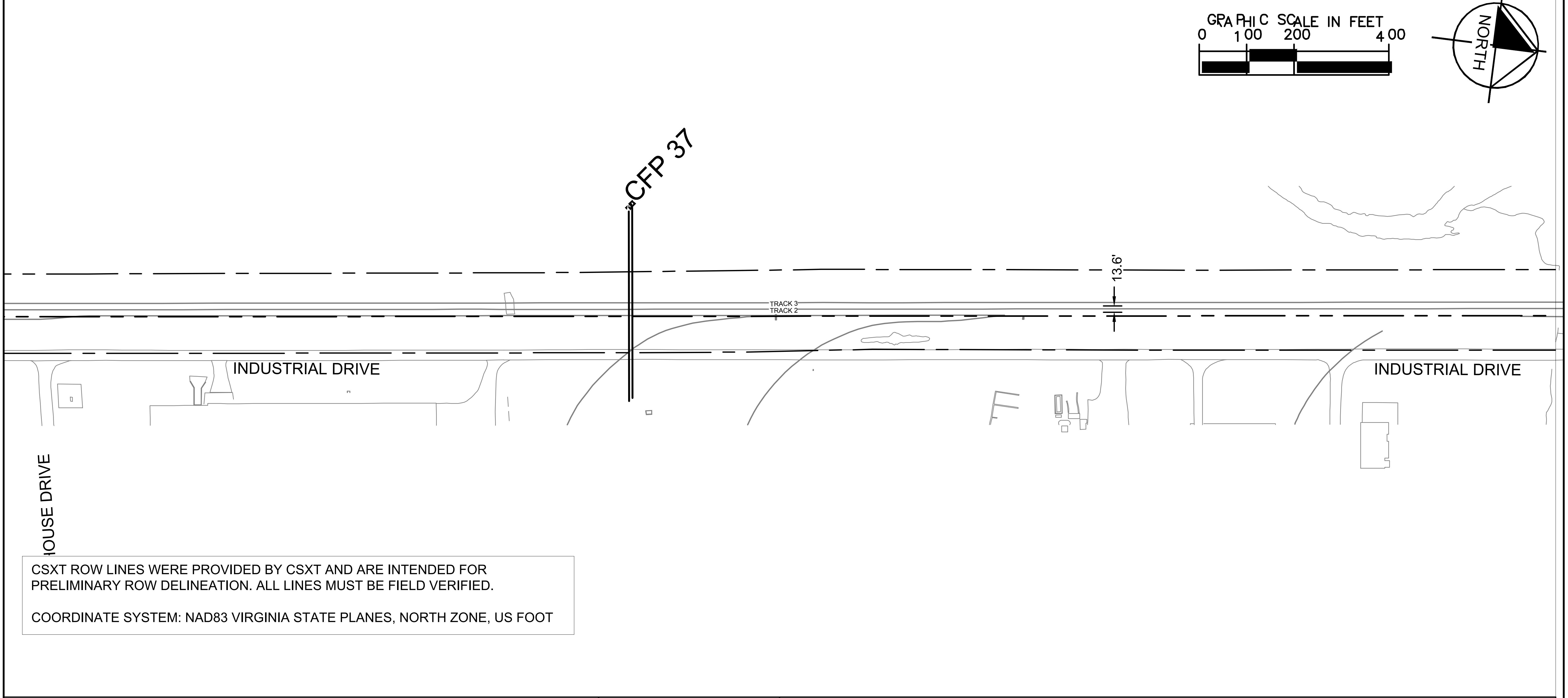
Exhibit B



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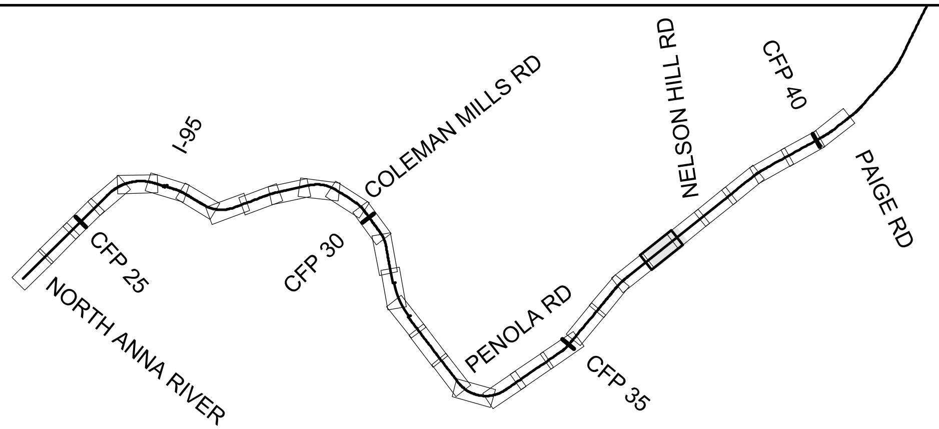
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

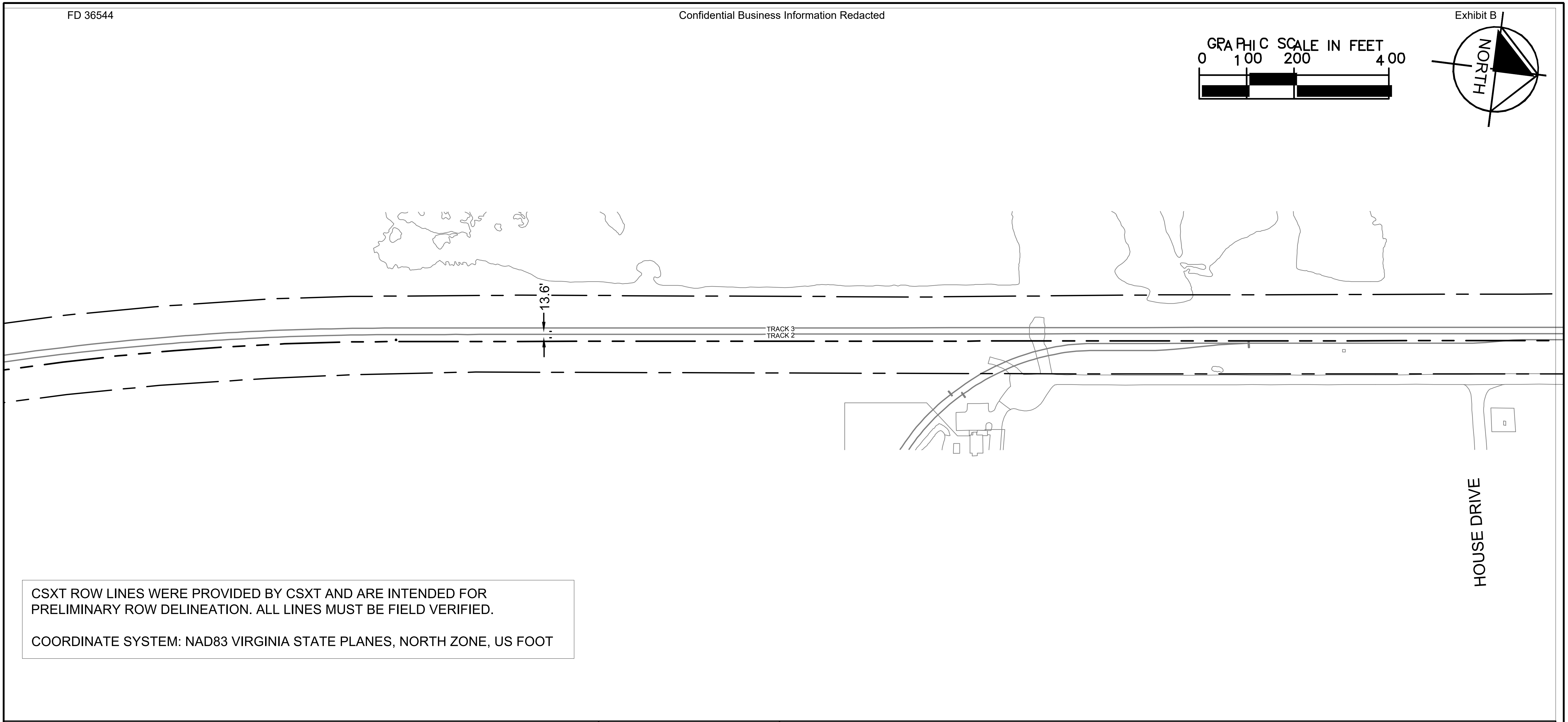
CSXT VAL MAP:V28675

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-155
OF
EV-283

Mar. 18 2021 09:53 am K:\VVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood



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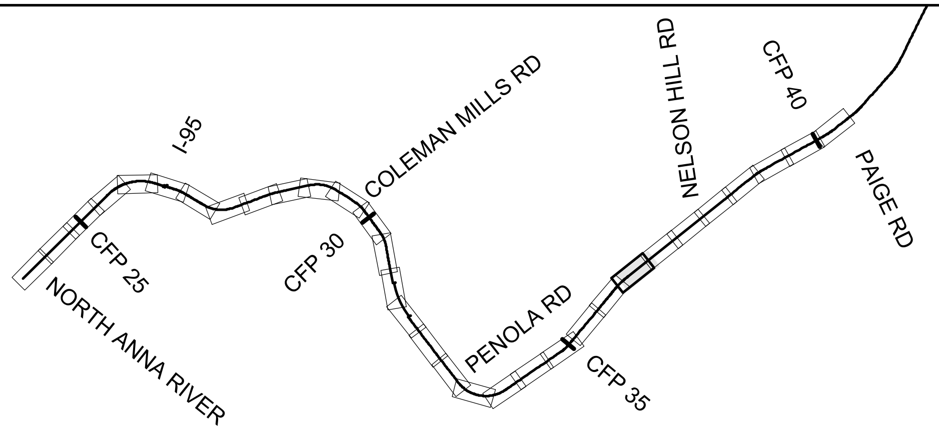
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28674

DATE: 3/16/2021

Kimley»Horn

SHEET EV-156 OF EV-283

Mar. 18 2021 08:53 am K:\VIA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

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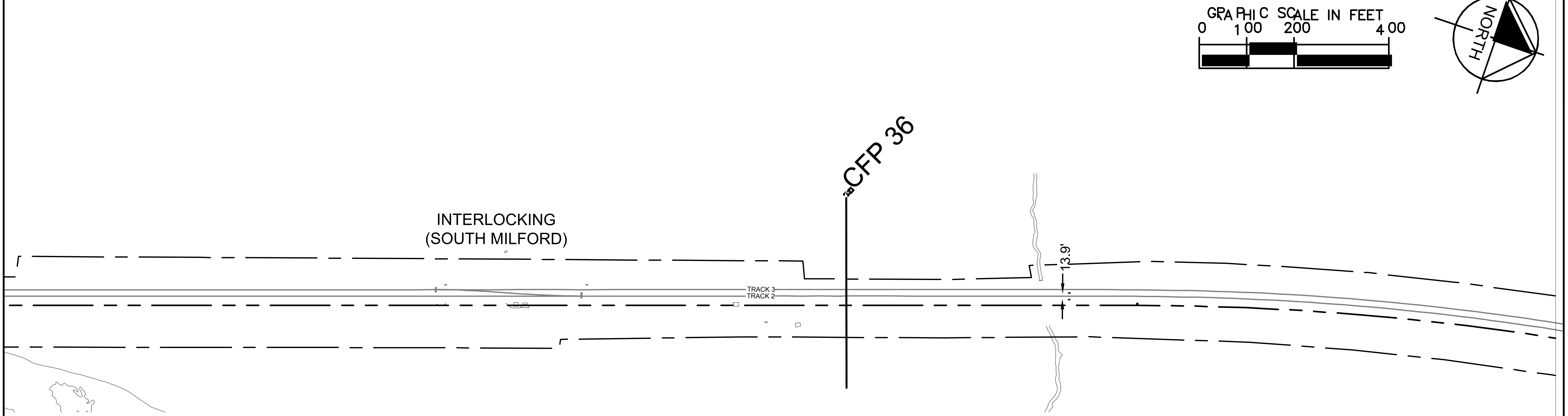
Exhibit B



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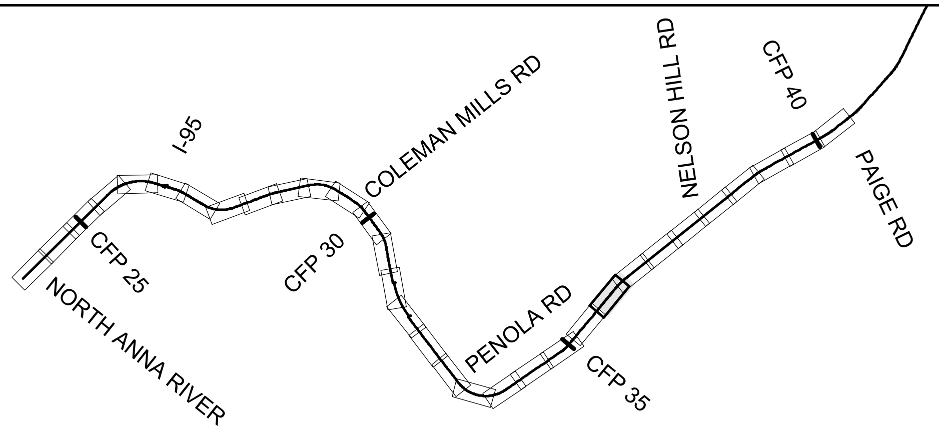
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

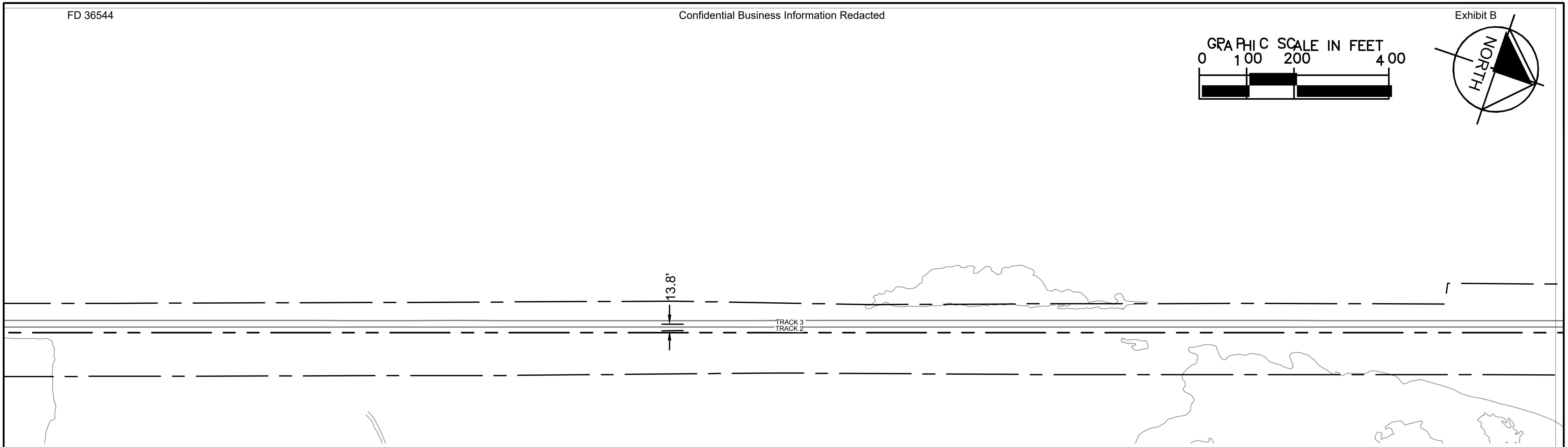
CSXT VAL MAP:V28674

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-157
OF
EV-283

Mar. 18 2021 08:53 am K:\WVA_Transit\113282000 - Atlantic Gateway Program\Production\VAP\Task 10 - Technical Assistance_R13_VR to GN - North Zone\CAD\Sheets\R13-GN_v3-Railplot-Layout.dwg By: Chloe.Harwood



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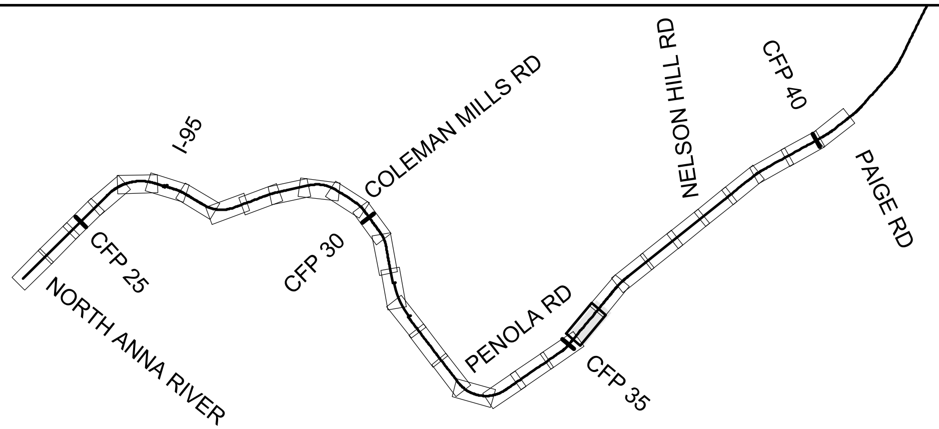
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
——	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28674

DATE: 3/16/2021

SHEET
EV-158
OF
EV-283

Mar. 16 2021 09:53 am K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

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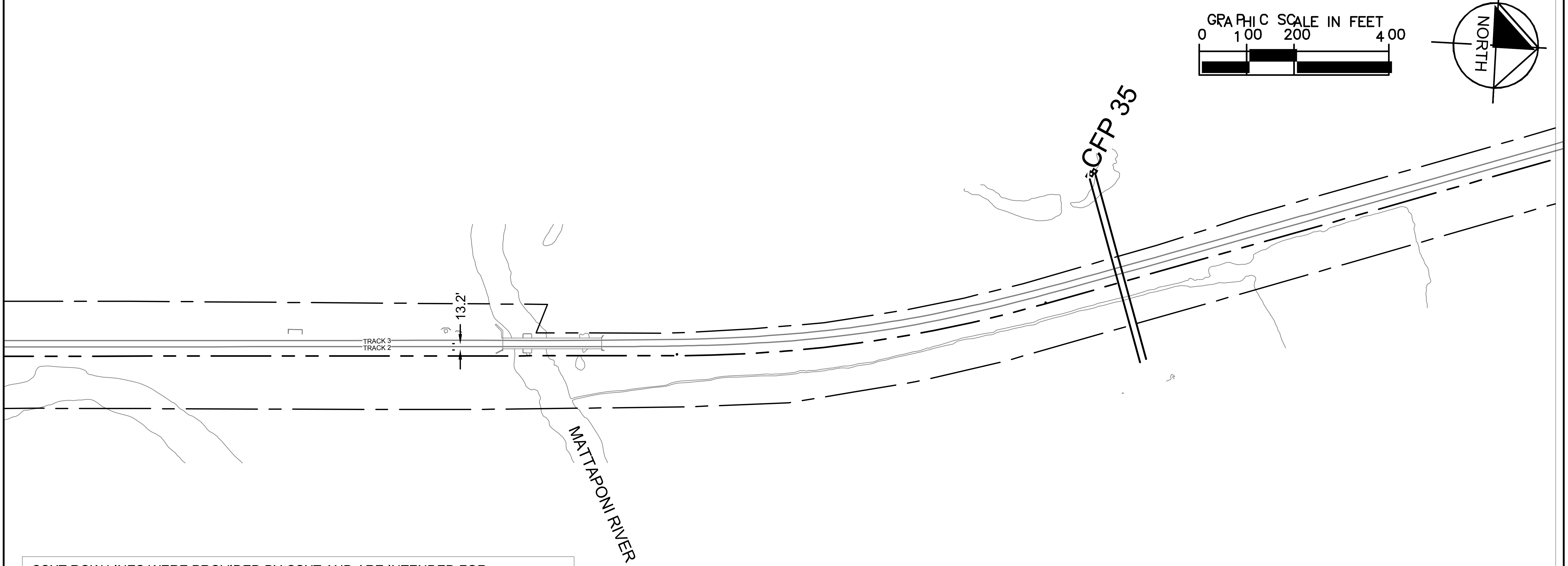
Exhibit B



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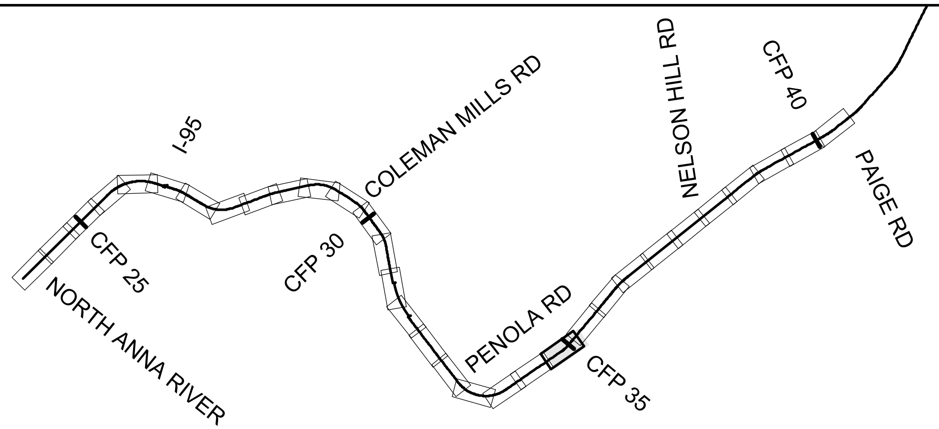
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



- EXISTING TRACK
- PROPOSED TRACK
- SHIFTED TRACK
- CSXT ROW
- CSXT-DRPT DELINEATION
- JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

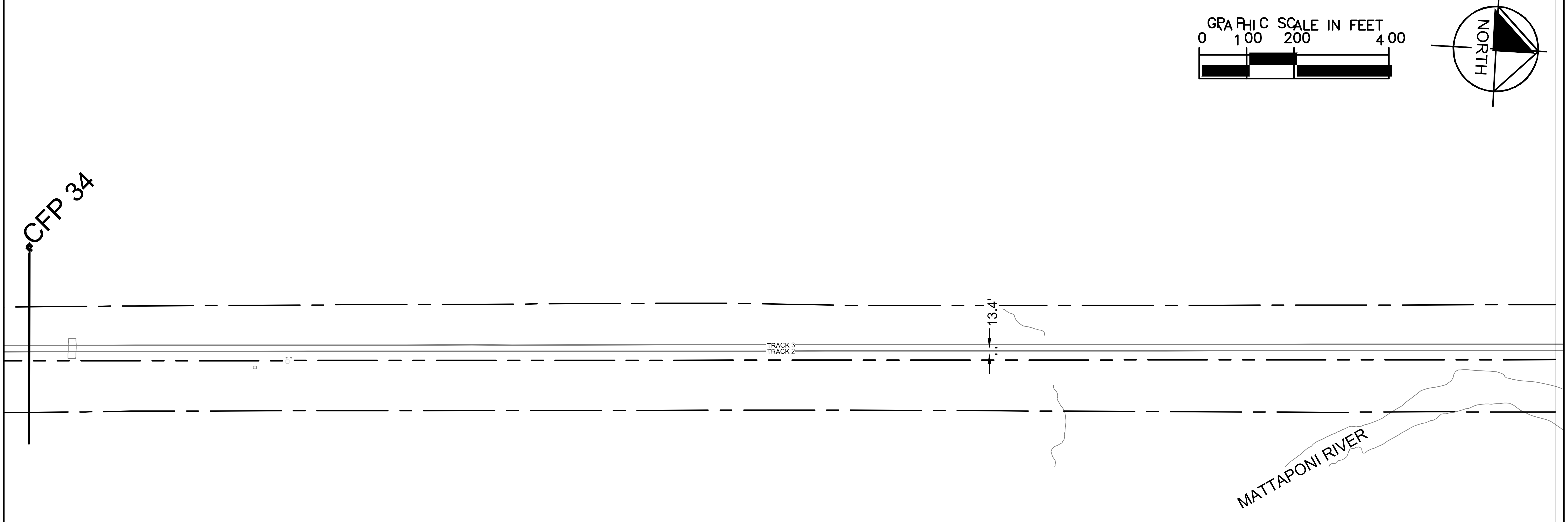
CSXT VAL MAP:V28673

DATE: 3/16/2021

SHEET
EV-159
OF
EV-283

Mar, 16 2021 09:53 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

Exhibit B



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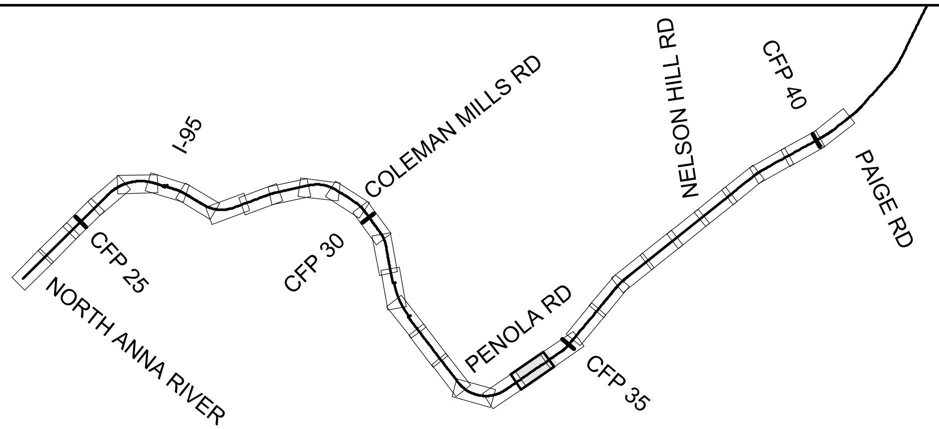
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
——	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
--------	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673

DATE: 3/16/2021

SHEET
EV-160
OF
EV-283

Mar. 18 2021 08:53 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

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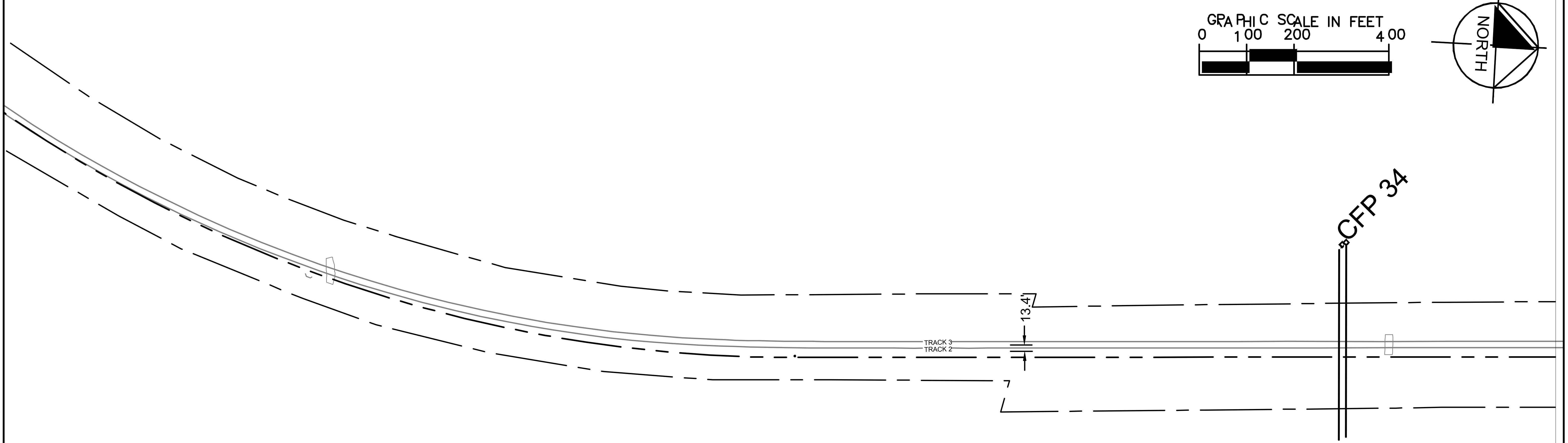
Exhibit B



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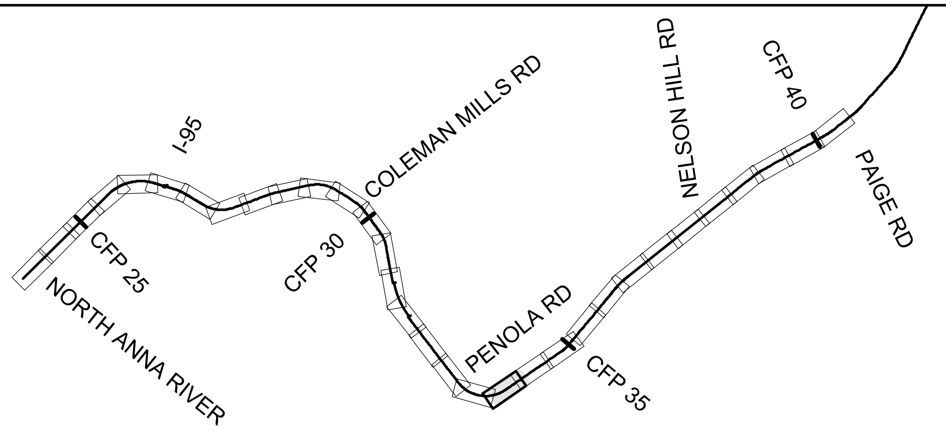
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
🟥 ———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
—— - ——	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673

DATE: 3/16/2021

SHEET
EV-161
OF
EV-283

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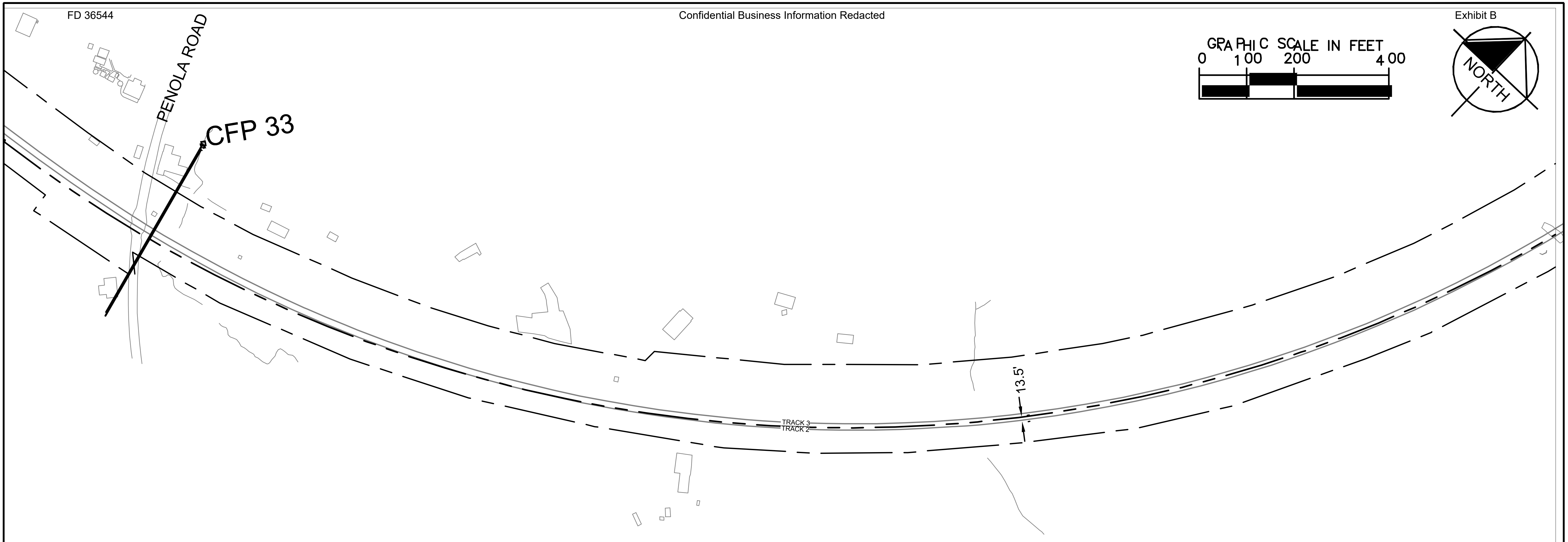

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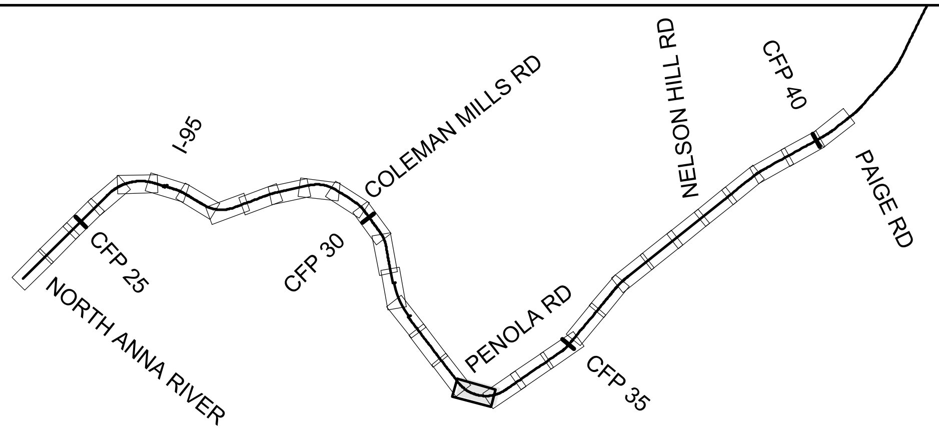
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
---------	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

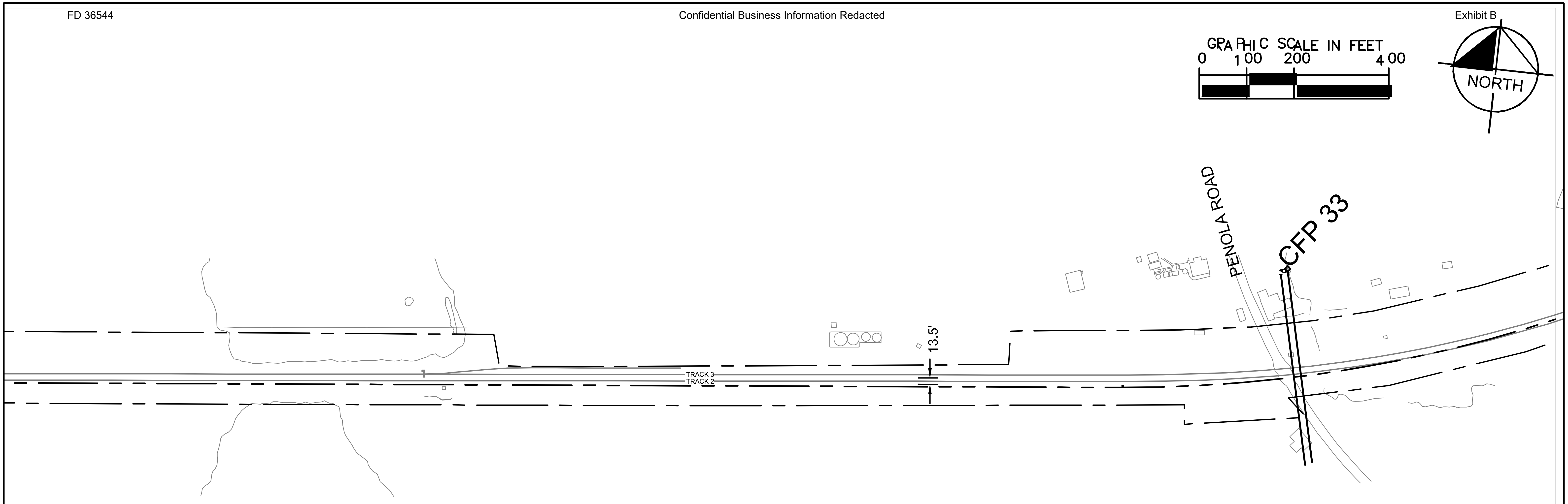
CSXT VAL MAP:V28673

DATE: 3/16/2021

SHEET
EV-162
OF
EV-283

Mar. 18 2021 08:53 am K:\WVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

Exhibit B



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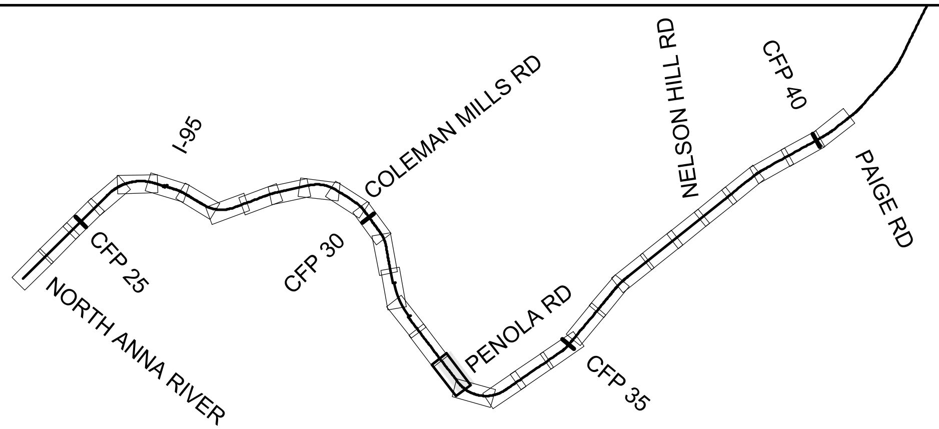
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
🟥 —	PROPOSED TRACK
🟥 - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-163
OF
EV-283

Mar. 18 2021 08:53 am K:\VIA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

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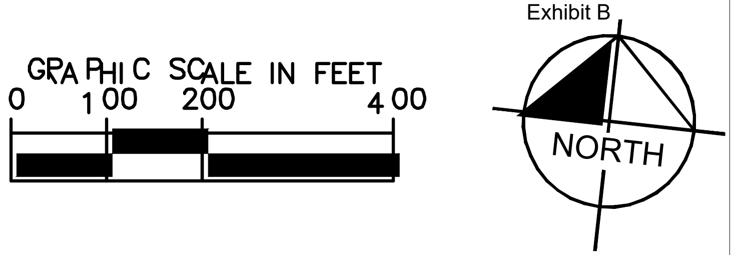
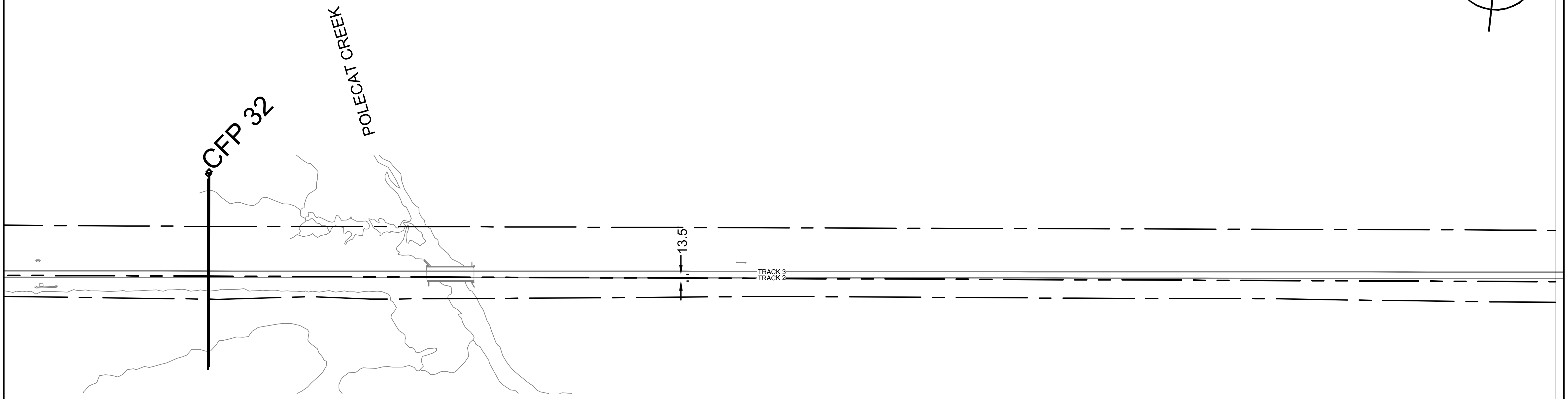
Exhibit B





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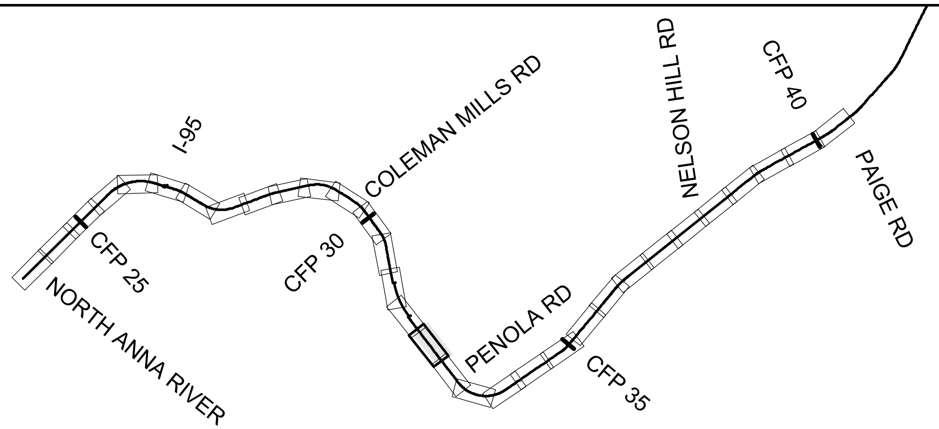
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

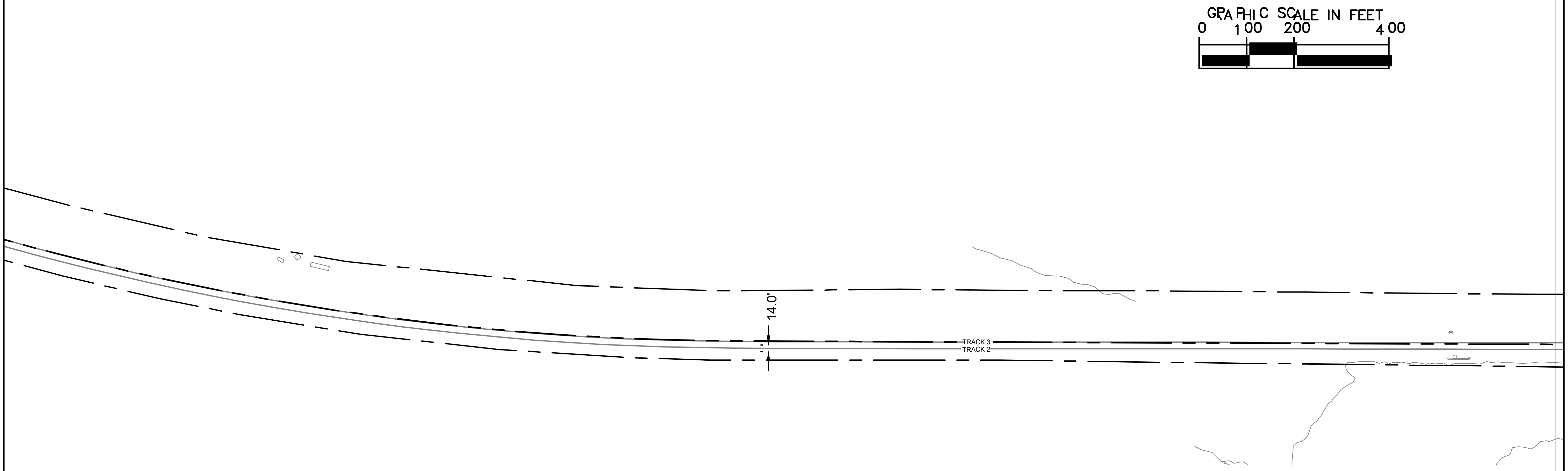
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673

DATE: 3/16/2021

SHEET EV-164 OF EV-283

Mar. 18 2021 09:53 am K:\VA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood



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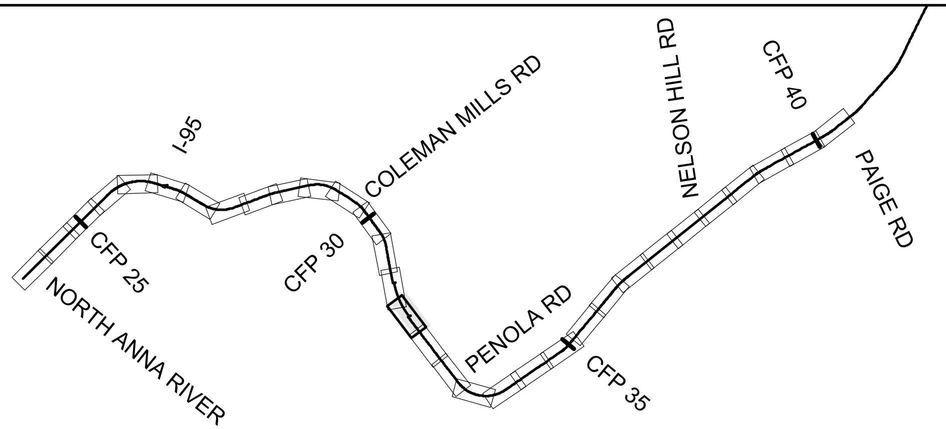
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK
PROPOSED TRACK
SHIFTED TRACK
CSXT ROW
CSXT-DRPT DELINEATION
JURISDICTION LINE (FROM GIS)

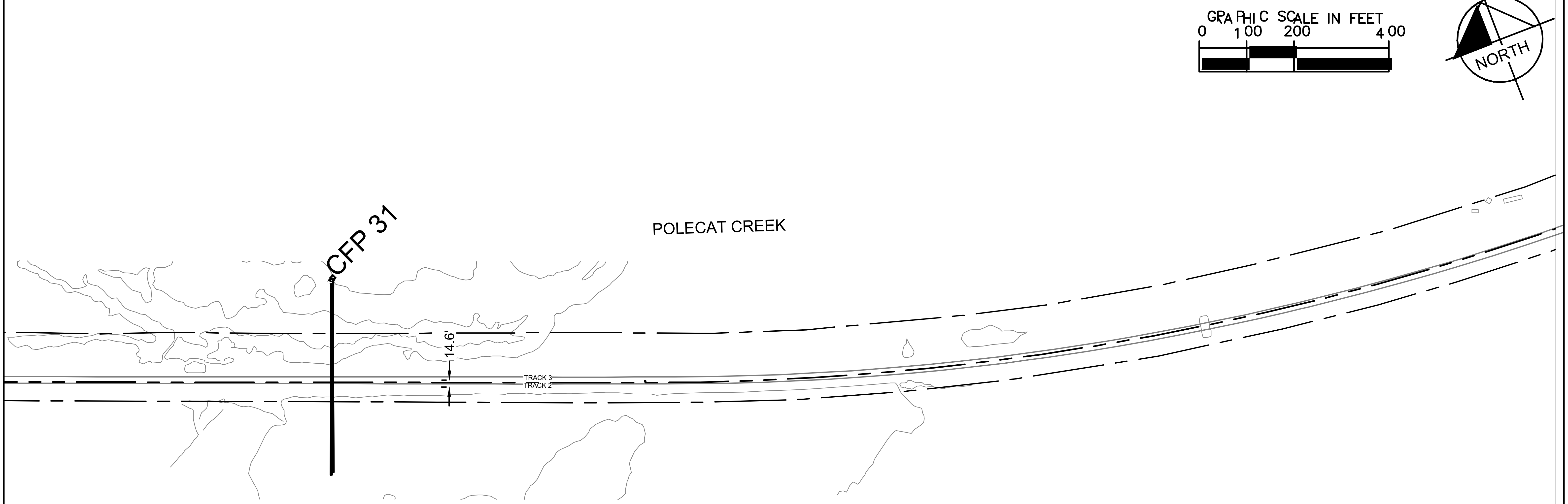
JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28672
DATE: 3/16/2021

SHEET
EV-165
OF
EV-283

Mar, 16 2021 09:53 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood



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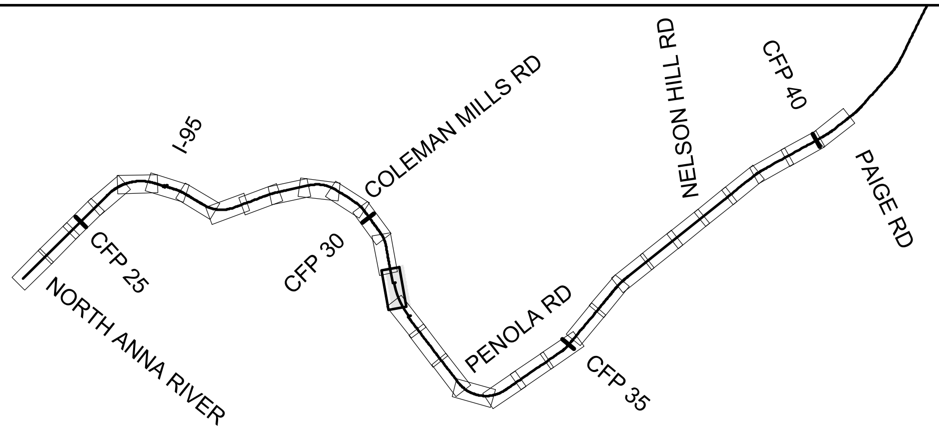
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28672

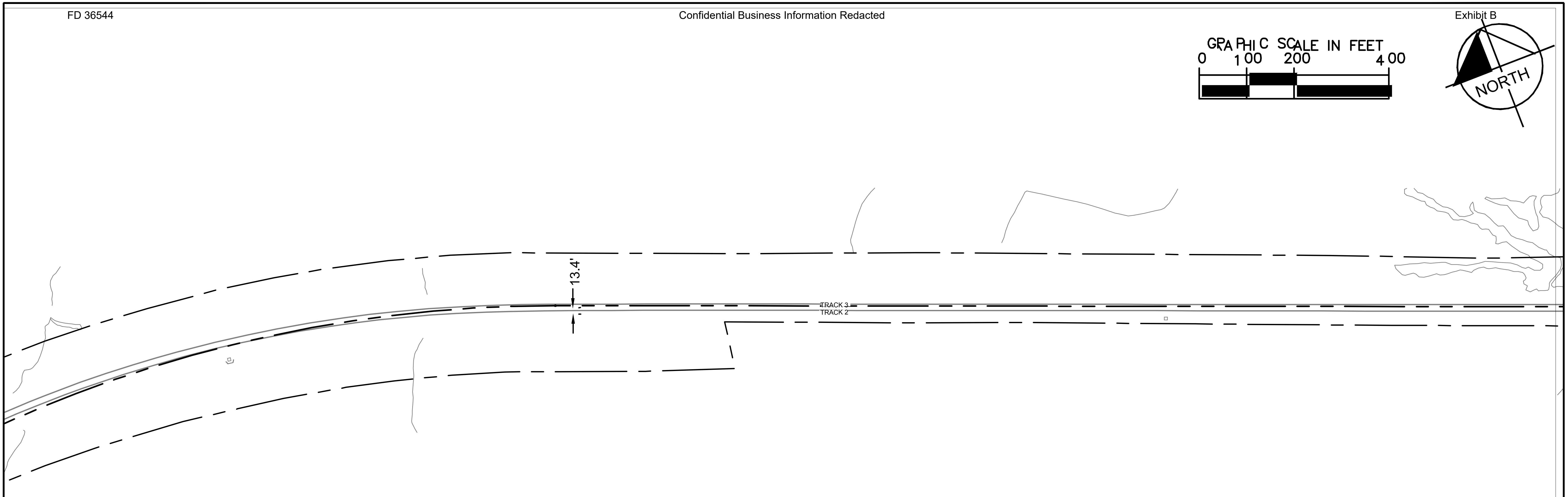
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-166
OF
EV-283

Mar. 18 2021 09:53 am K:\VIA_Transit\113262000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

Exhibit B



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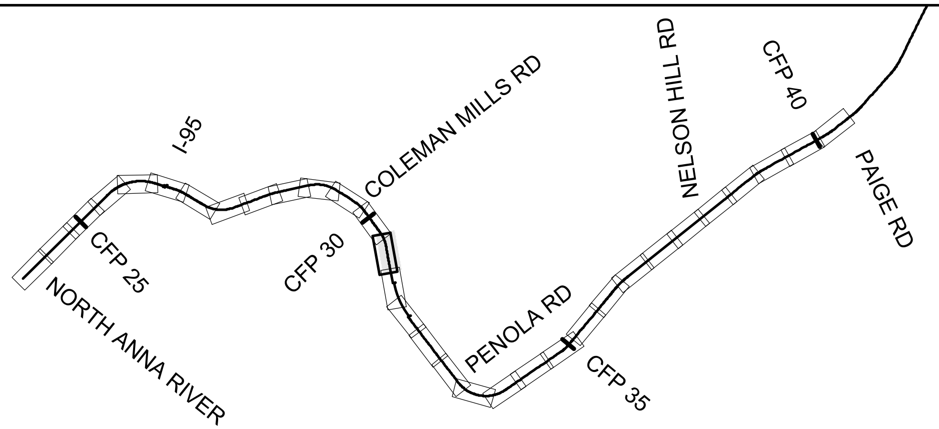
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28672

DATE: 3/16/2021

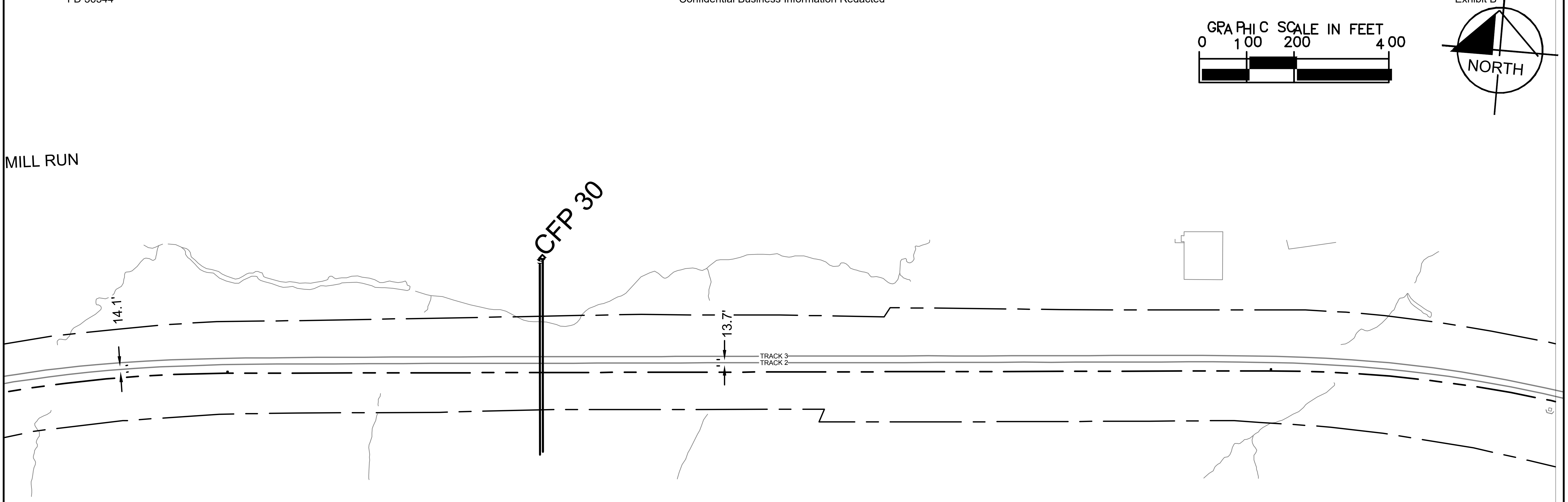
SHEET
EV-167
OF
EV-283

Mar. 18 2021 08:54 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

Exhibit B



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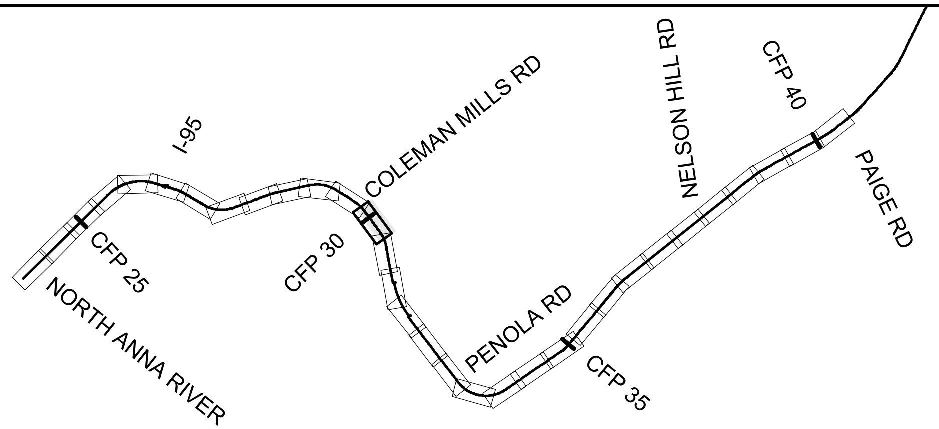
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28671

DATE: 3/16/2021

SHEET EV-168 OF EV-283

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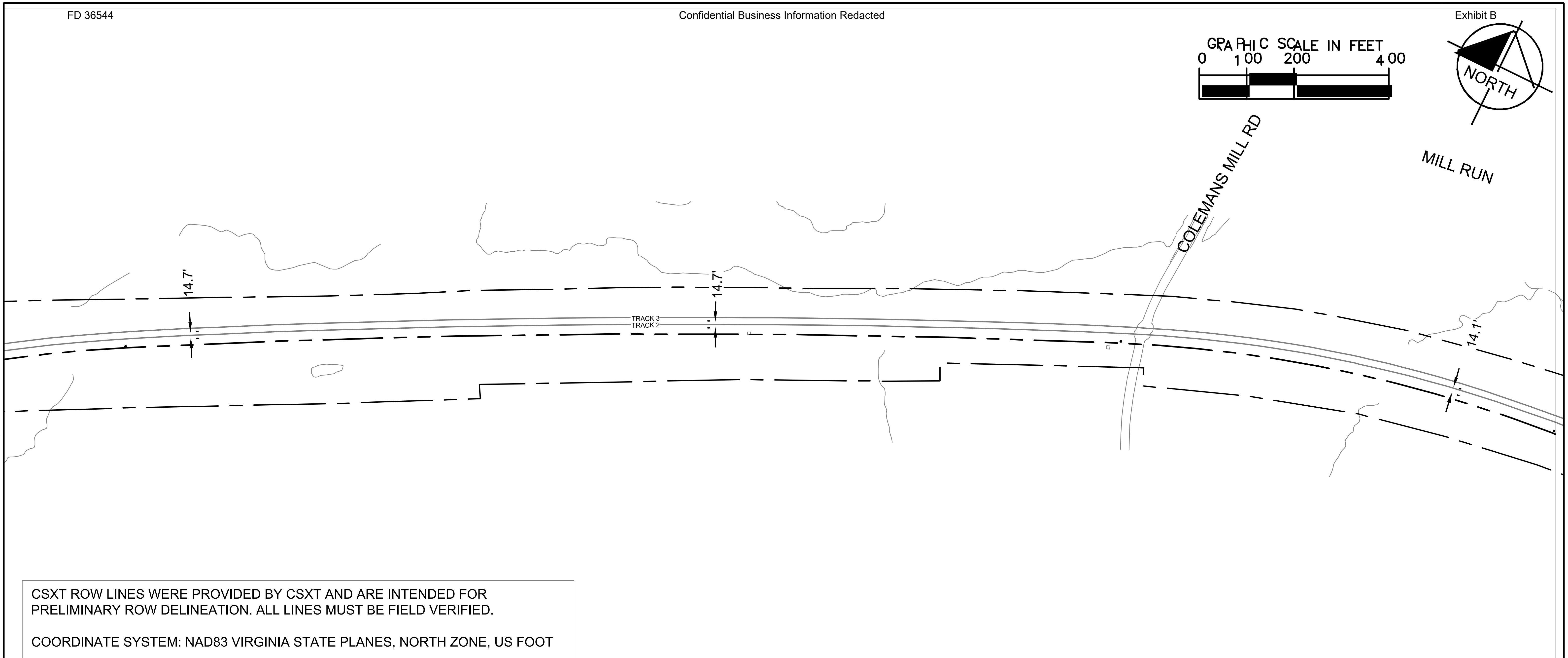

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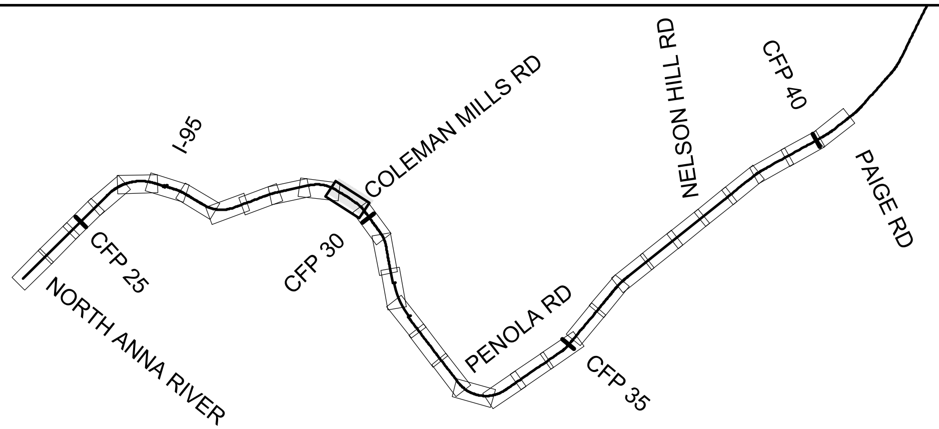
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
--------	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

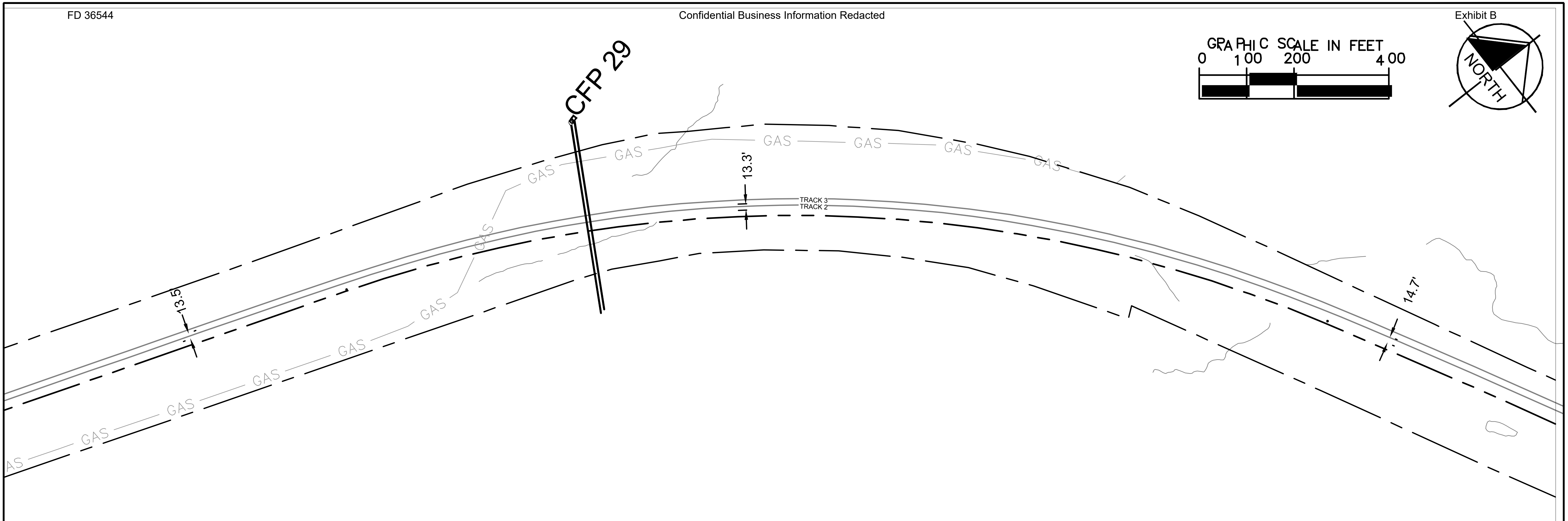
CSXT VAL MAP:V28671

DATE: 3/16/2021

SHEET
EV-169
OF
EV-283

Mar. 18 2021 09:54 am K:\VIA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

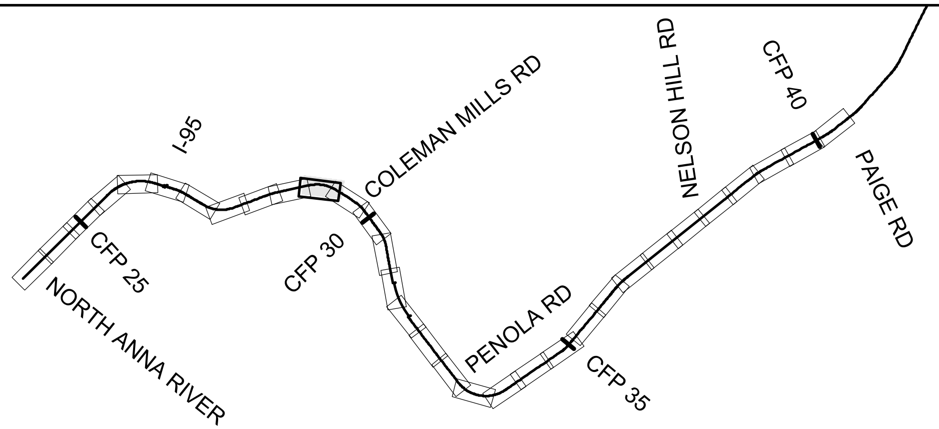
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28671
DATE: 3/16/2021

SHEET
EV-170
OF
EV-283

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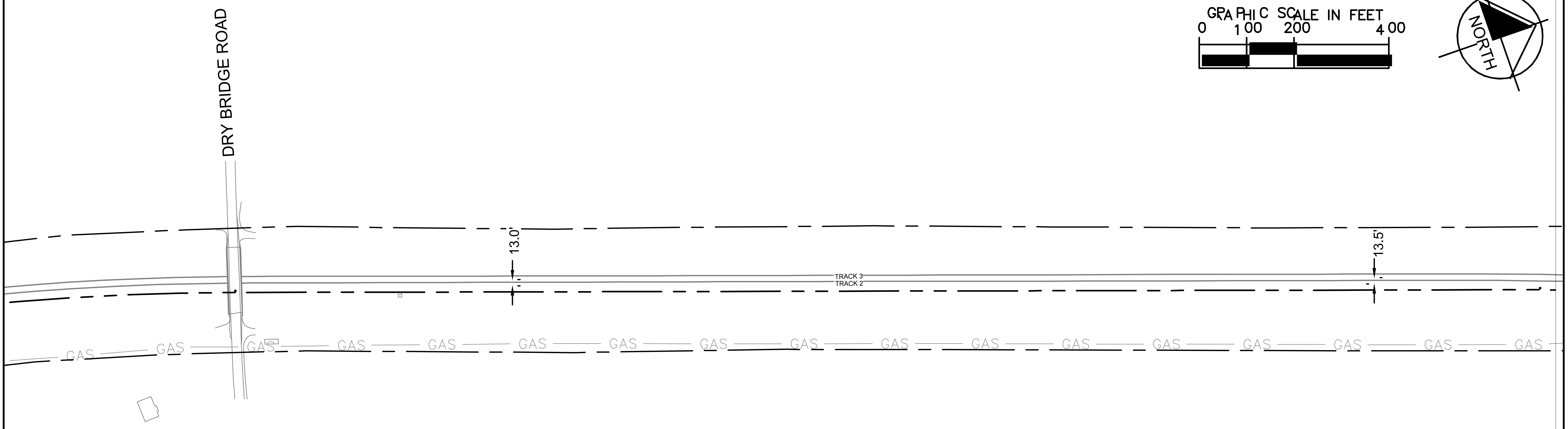

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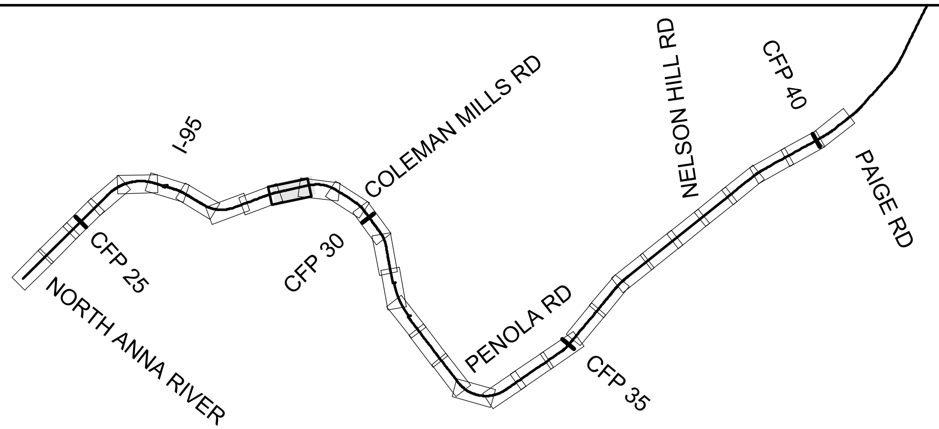
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

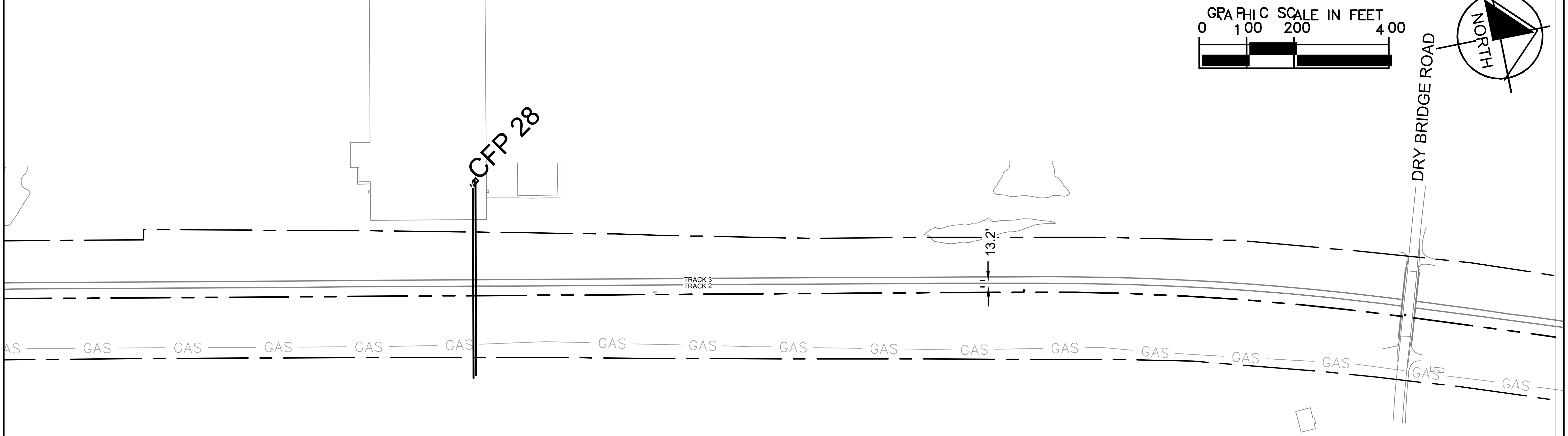
JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28671

DATE: 3/16/2021



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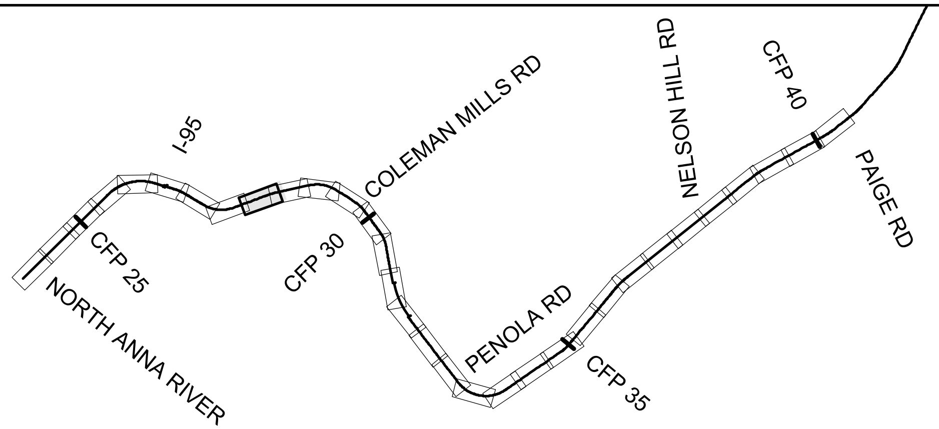
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670

DATE: 3/16/2021

SHEET
EV-172
OF
EV-283

FD 36544

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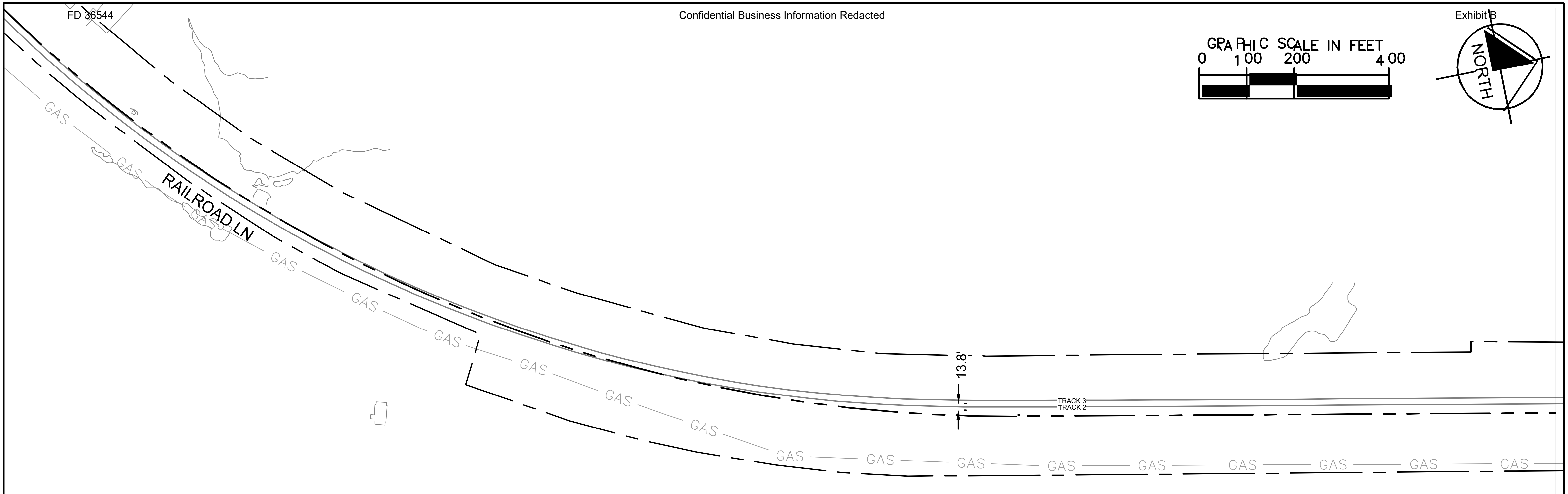
Exhibit B



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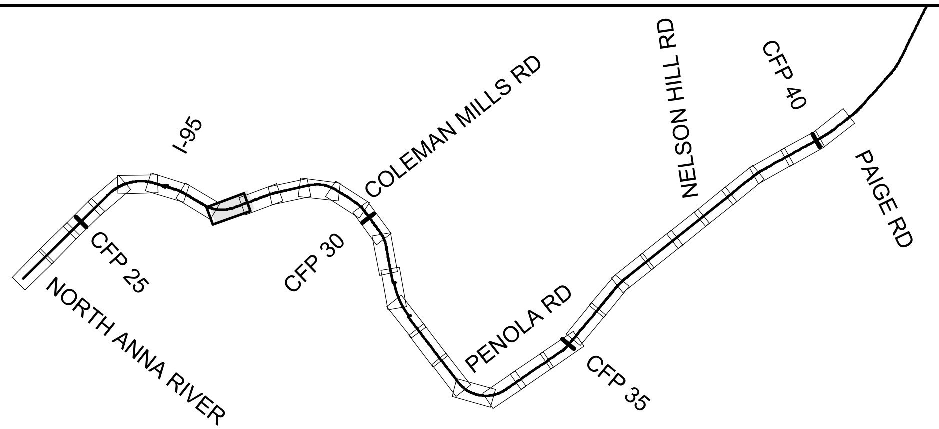
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

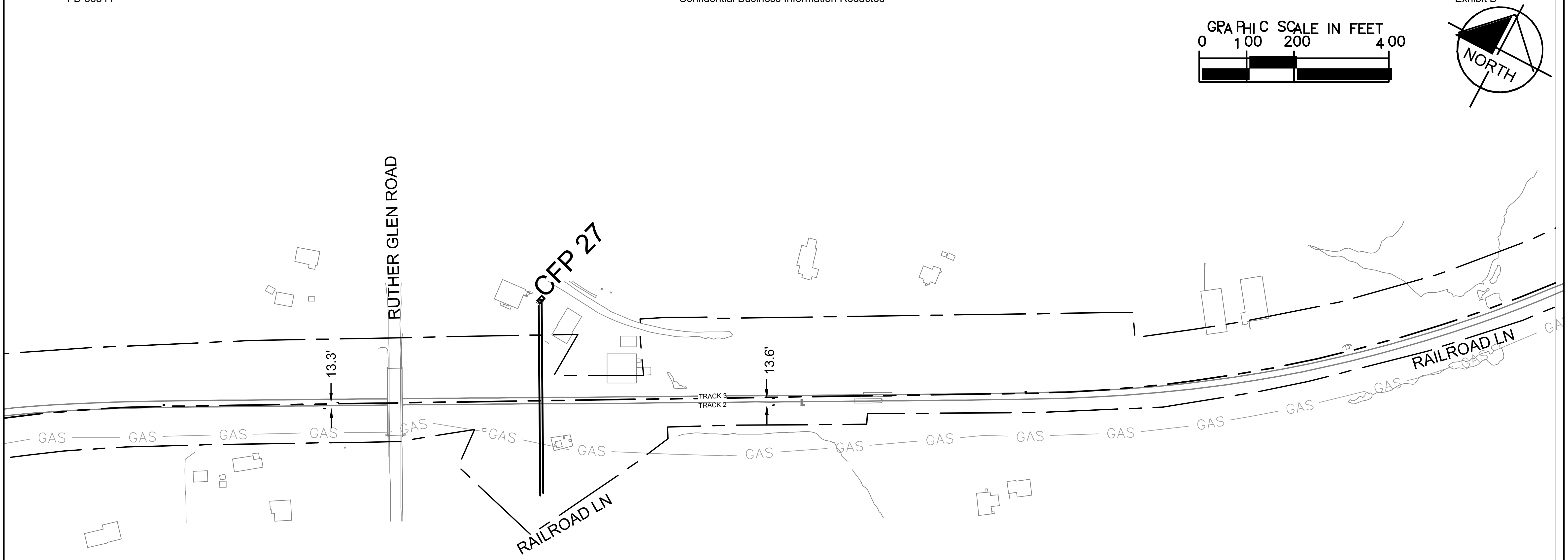
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670

DATE: 3/16/2021

SHEET
EV-173
OF
EV-283

Mar. 18 2021 08:54 am K:\VVA_Transit\113262000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood



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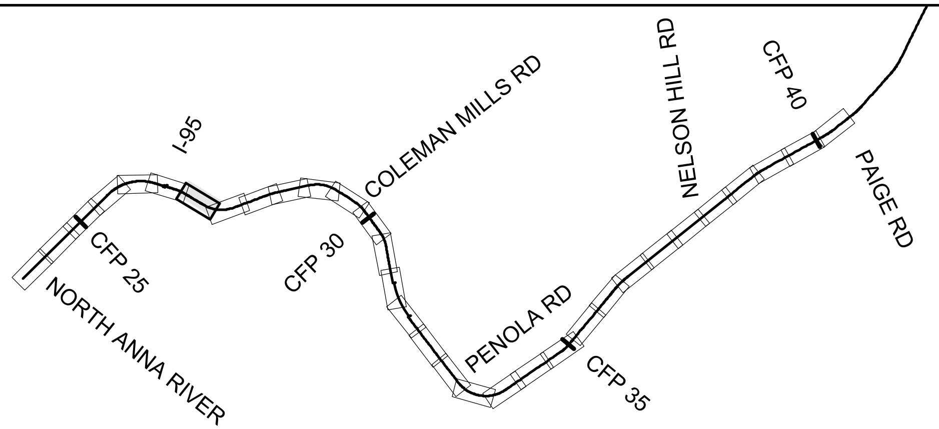
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



━	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
🟥	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670

DATE: 3/16/2021

SHEET
EV-174
OF
EV-283

Mar. 18 2021 09:54 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

FD 36544

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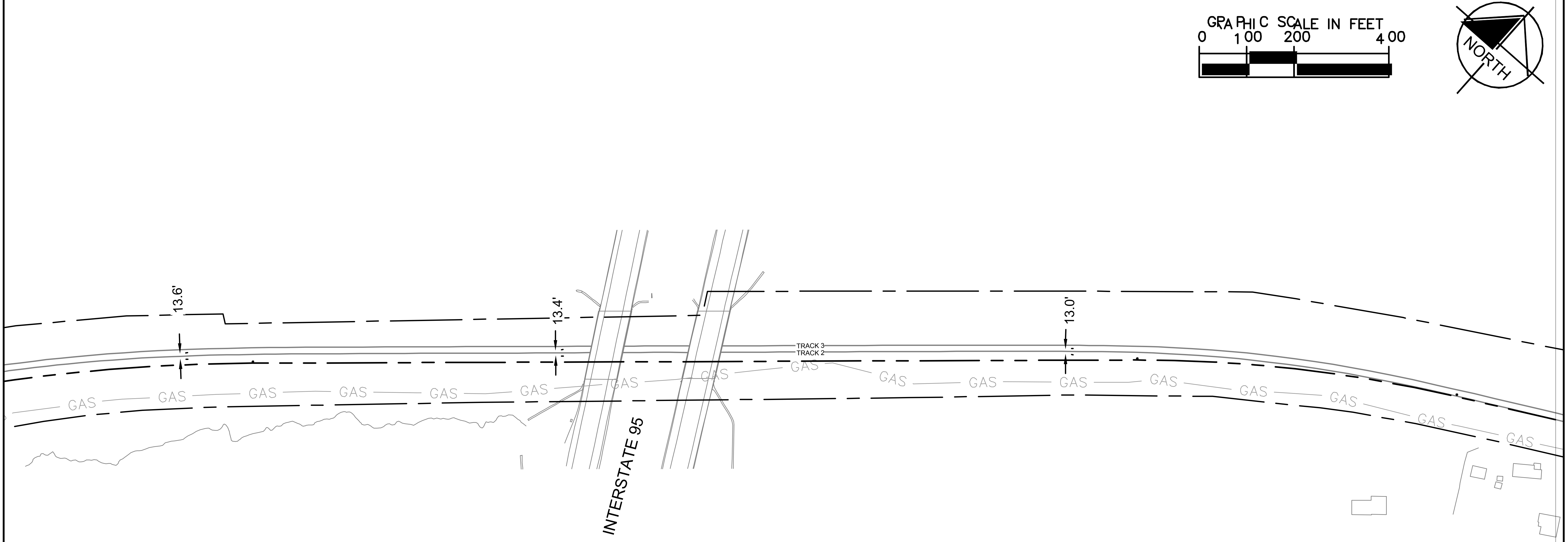
Exhibit B



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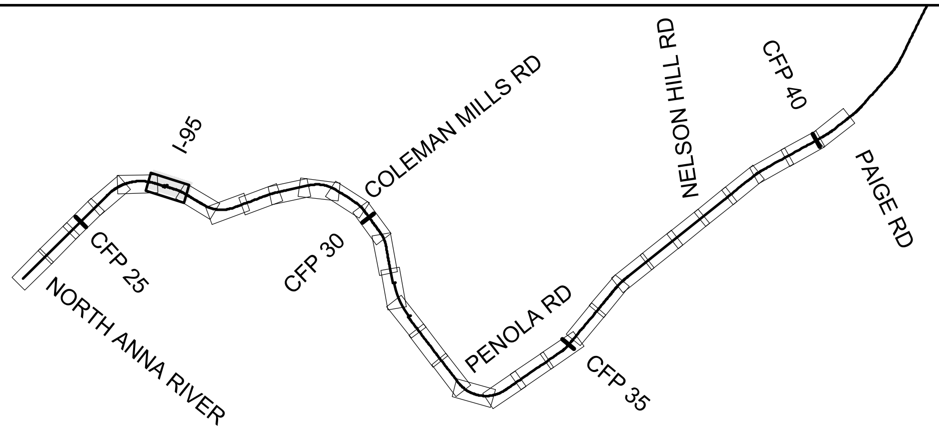
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



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───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670

DATE: 3/16/2021

SHEET EV-175 OF EV-283

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FD 36544

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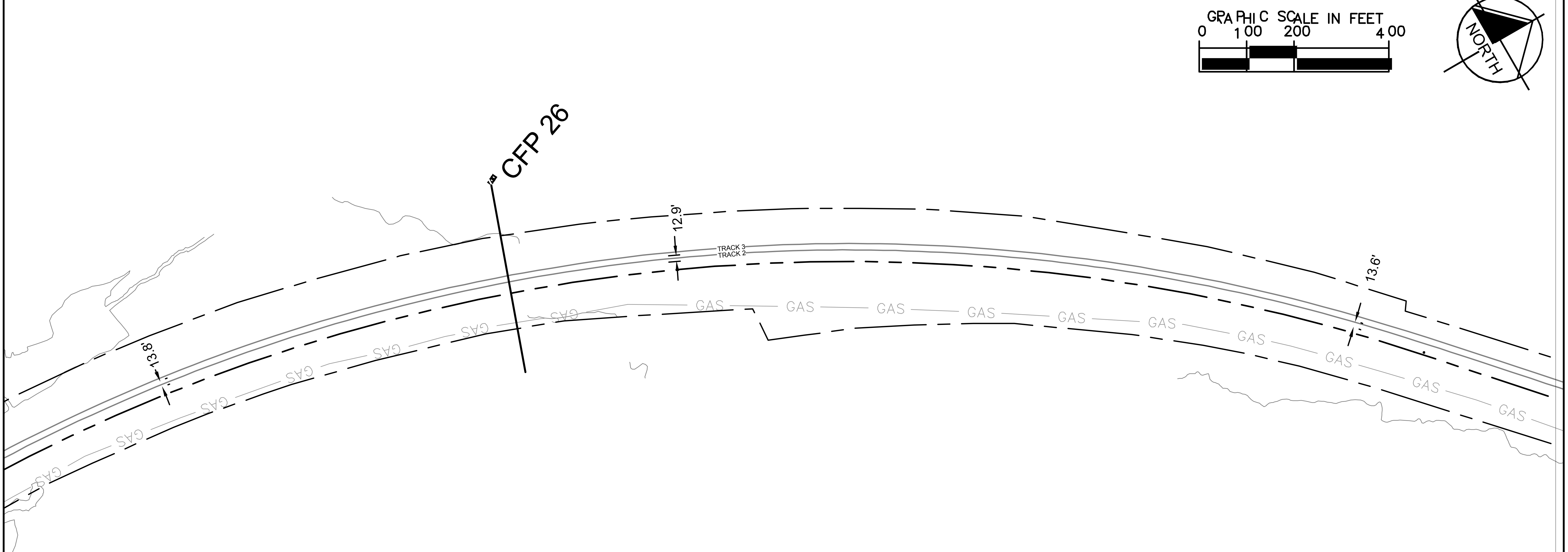
Exhibit B



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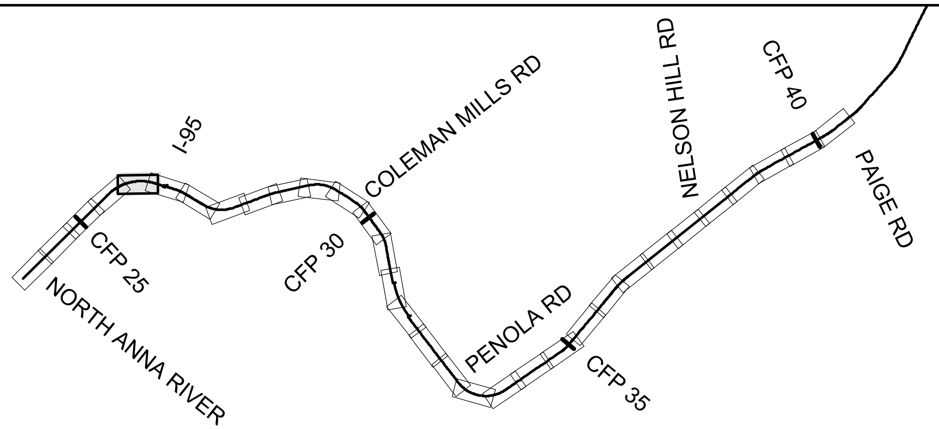
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
🟥 ——	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

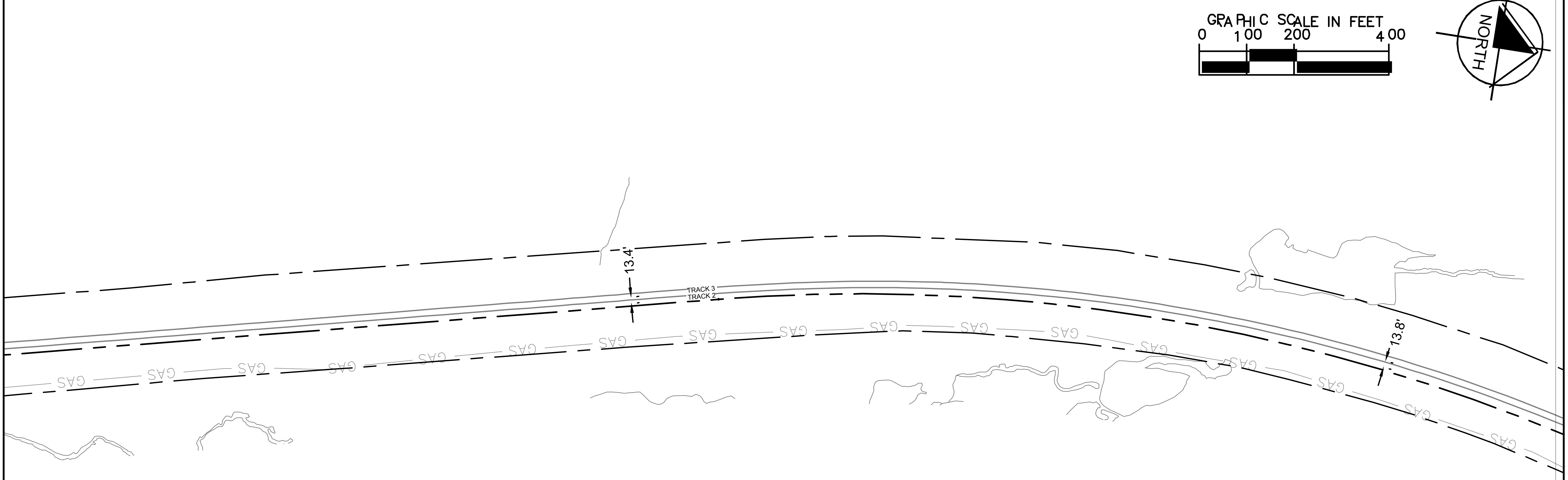
CSXT VAL MAP:V28670

DATE: 3/16/2021

Kimley»Horn

SHEET EV-176 OF EV-283

Exhibit B



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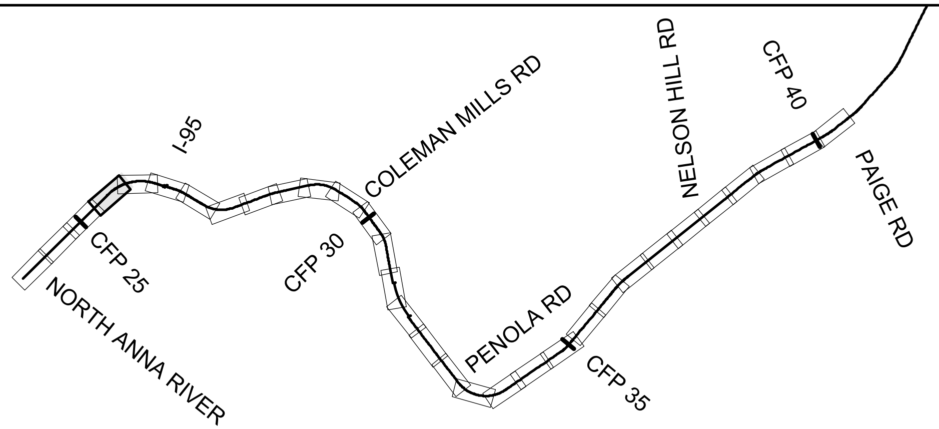
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28669

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-177
OF
EV-283

Mar. 16 2021 08:54 am K:\VIA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

FD 36544

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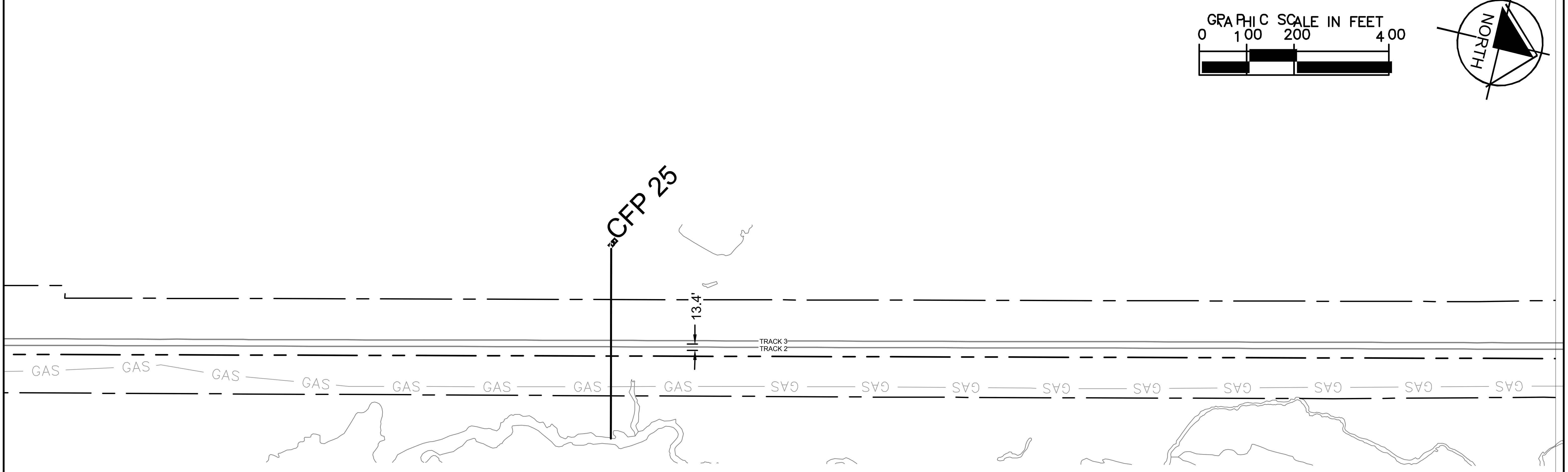
Exhibit B



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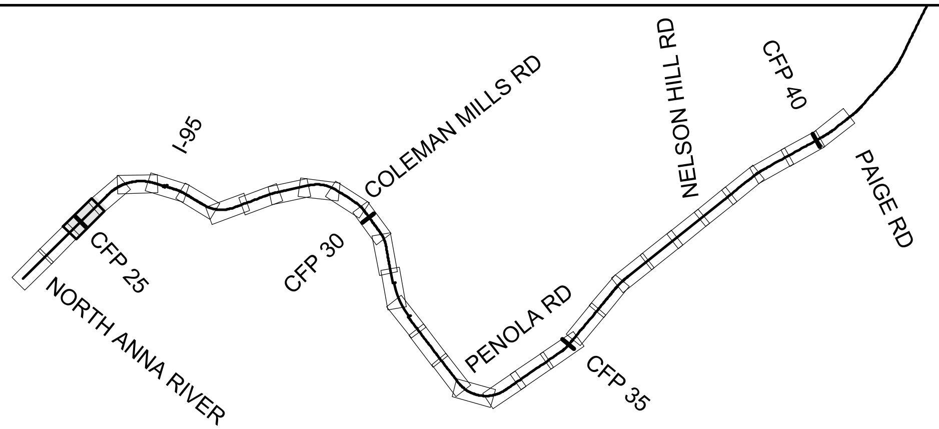
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
——	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
--------	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28669

DATE: 3/16/2021

SHEET
EV-178
OF
EV-283

Mar. 16 2021 09:54 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

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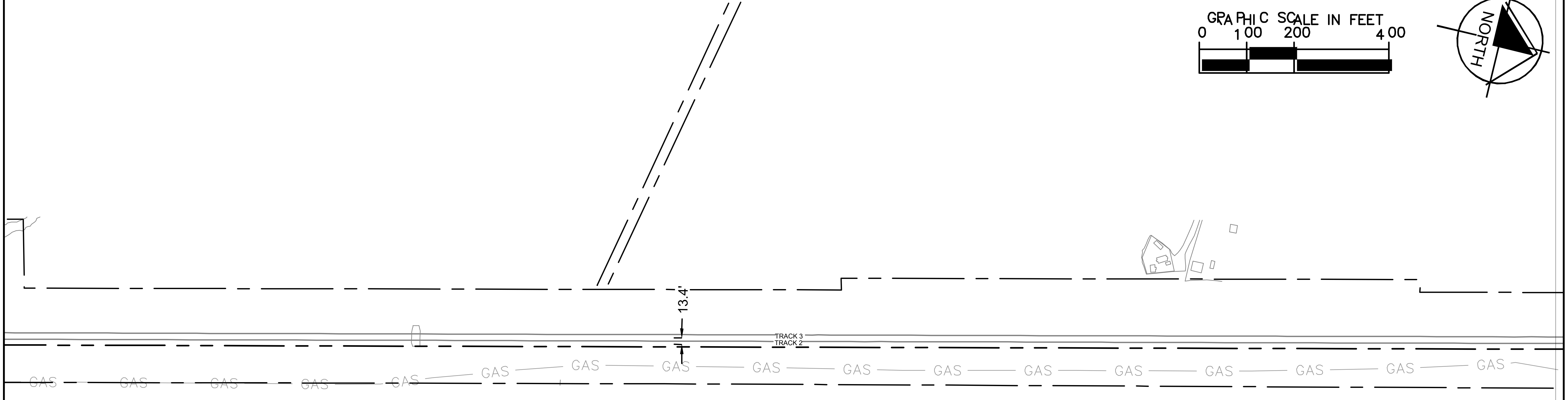
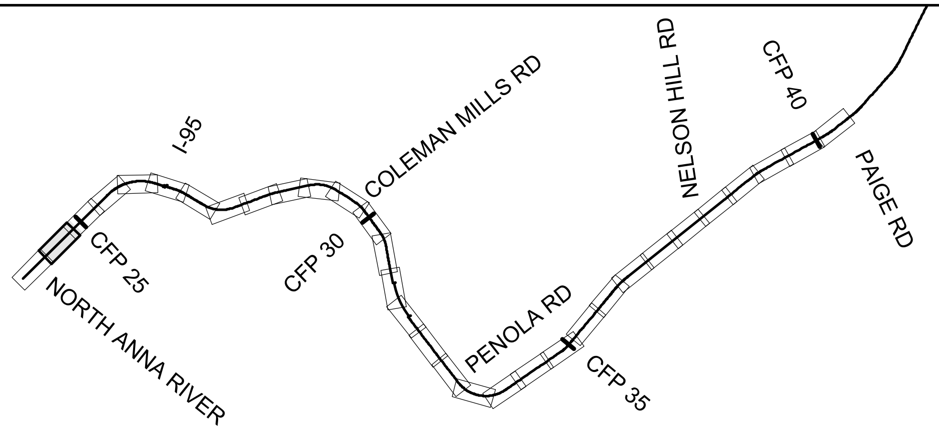
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28669

DATE: 3/16/2021

SHEET
EV-179
OF
EV-283

Mar, 16 2021 09:54 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Railplot-Layout.dwg By: Chloe.Harwood

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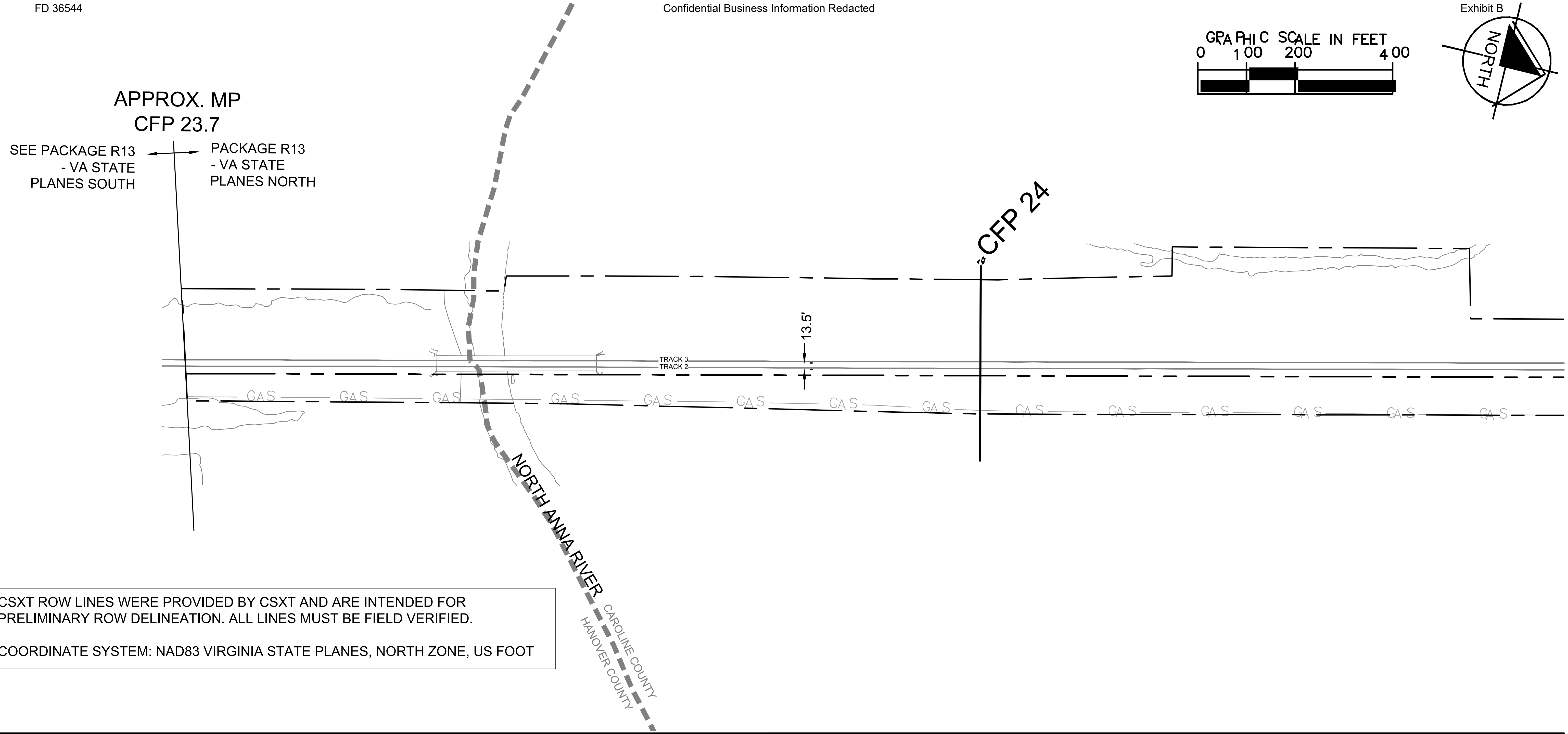

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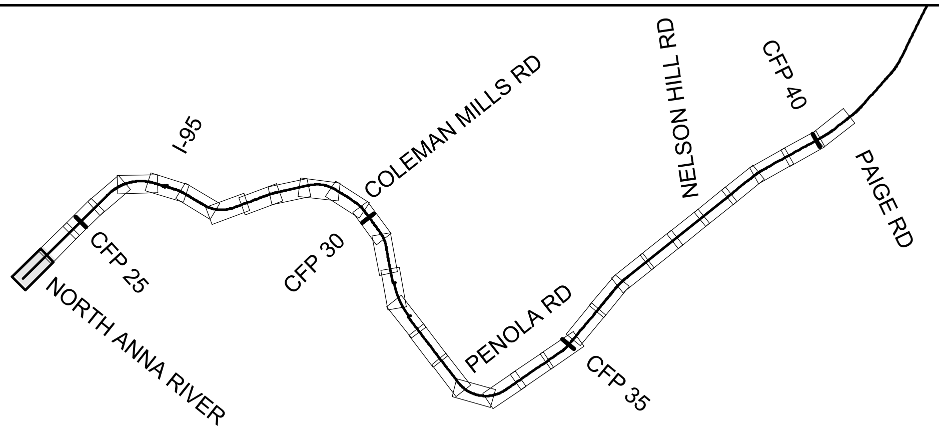
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
──	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Caroline County/Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28668

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-180
OF
EV-283

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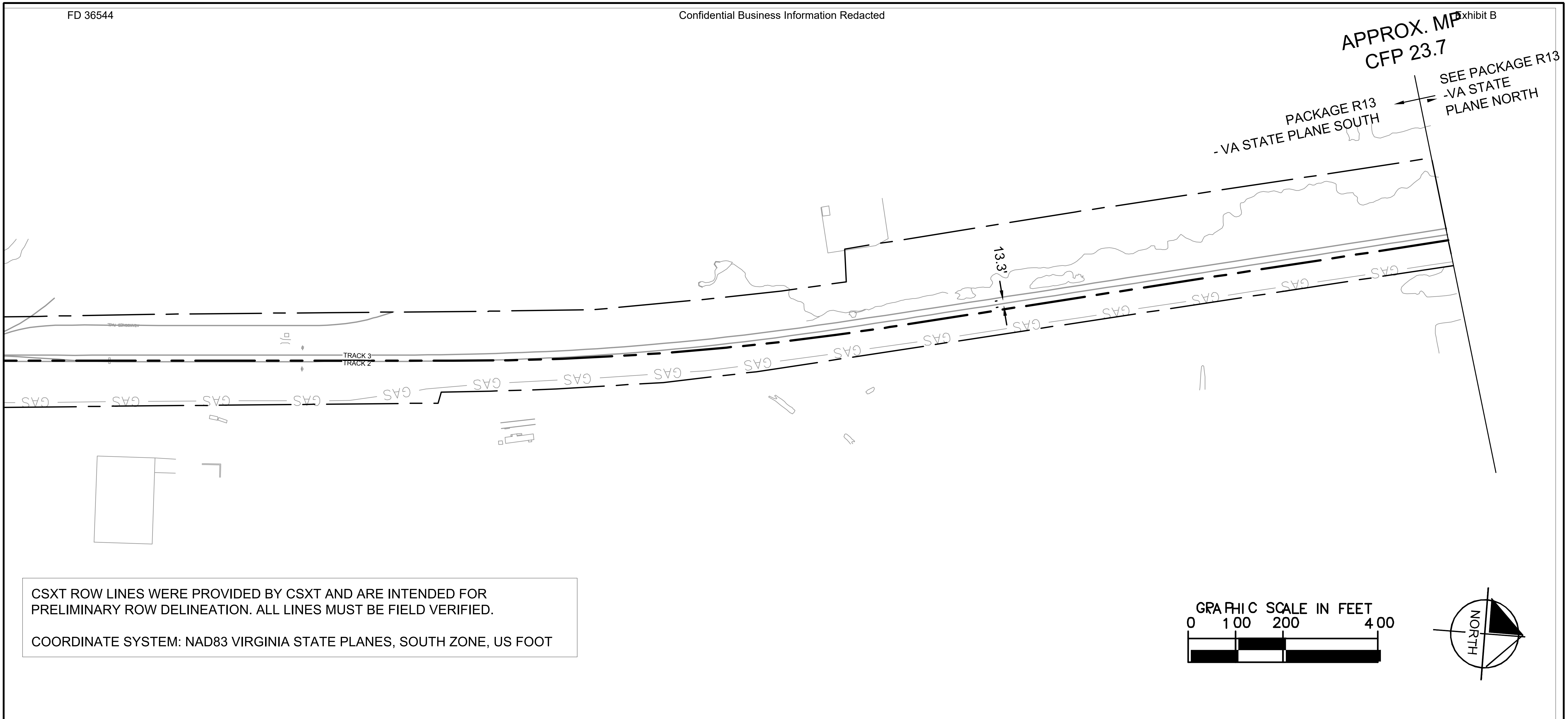
Exhibit B



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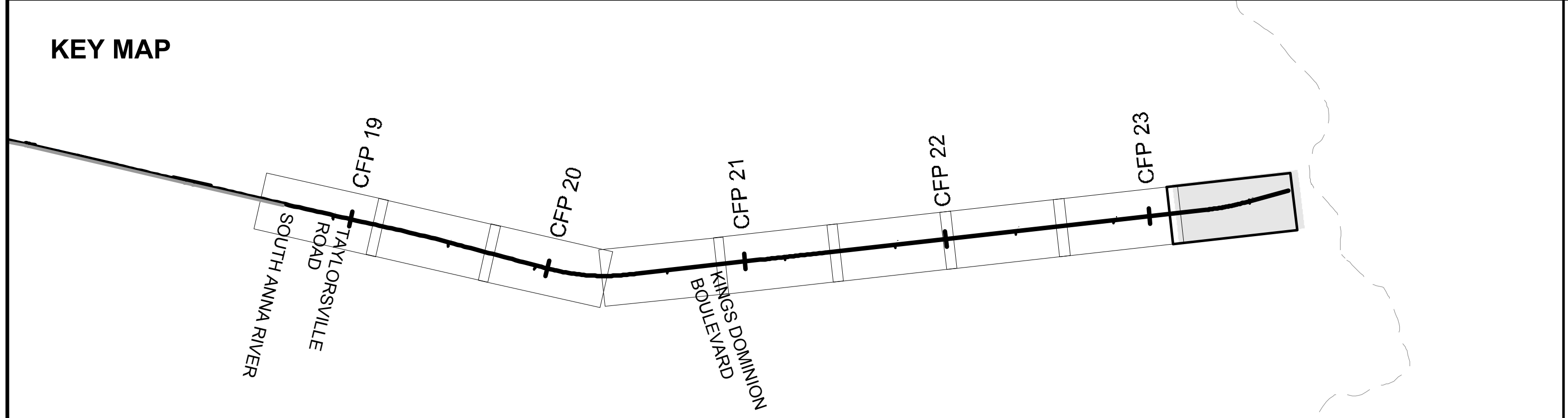
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



- EXISTING TRACK
- PROPOSED TRACK
- SHIFTED TRACK
- CSXT ROW
- CSXT-DRPT DELINEATION
- JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County/Hanover County

ENHANCED VAL MAPS - DESIGN

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28668

DATE: 3/16/2021

SHEET
EV-181
OF
EV-283

Mar. 18 2021 09:32 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_YR to GN – South Zone\CAD\Sheets\R13-2S-xS-Railplots.dwg By: Chloe.Harwood

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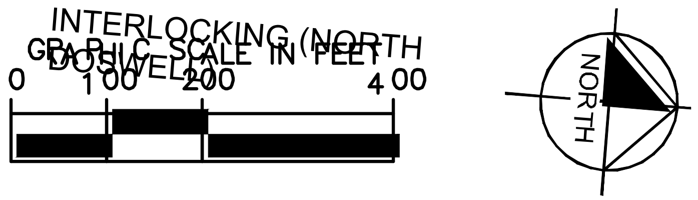
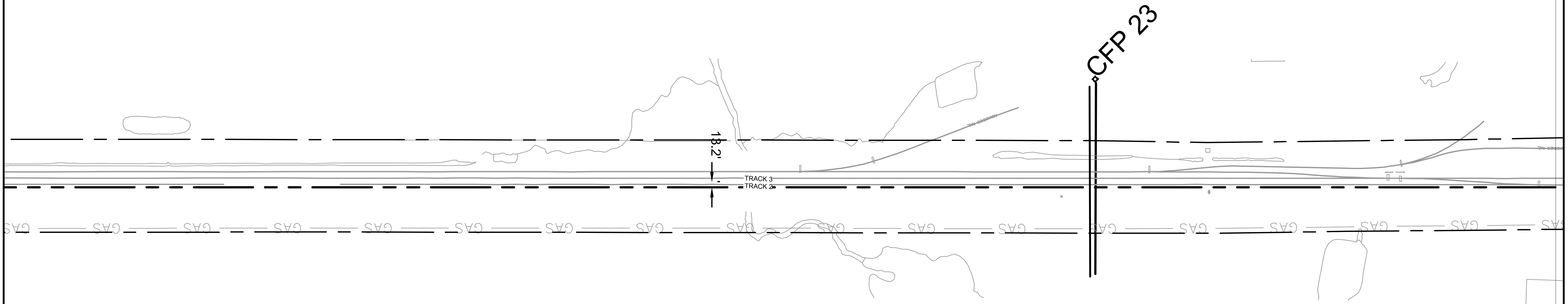
Exhibit B





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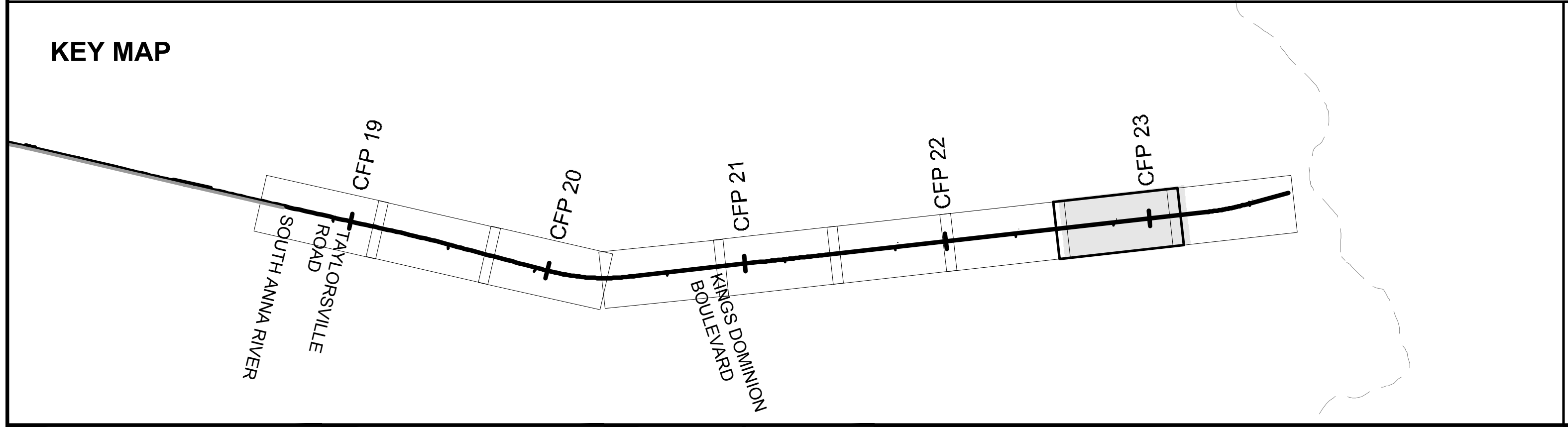
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



▬▬	EXISTING TRACK
🟥	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County/Hanover County

ENHANCED VAL MAPS - DESIGN

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28668

DATE: 3/16/2021

SHEET
EV-182
OF
EV-283

Mar. 16 2021 09:32 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_VR to GN – South Zone\CAD\Sheets\R13-2S-xS-Railplots.dwg By: Chloe.Harwood

FD 36544

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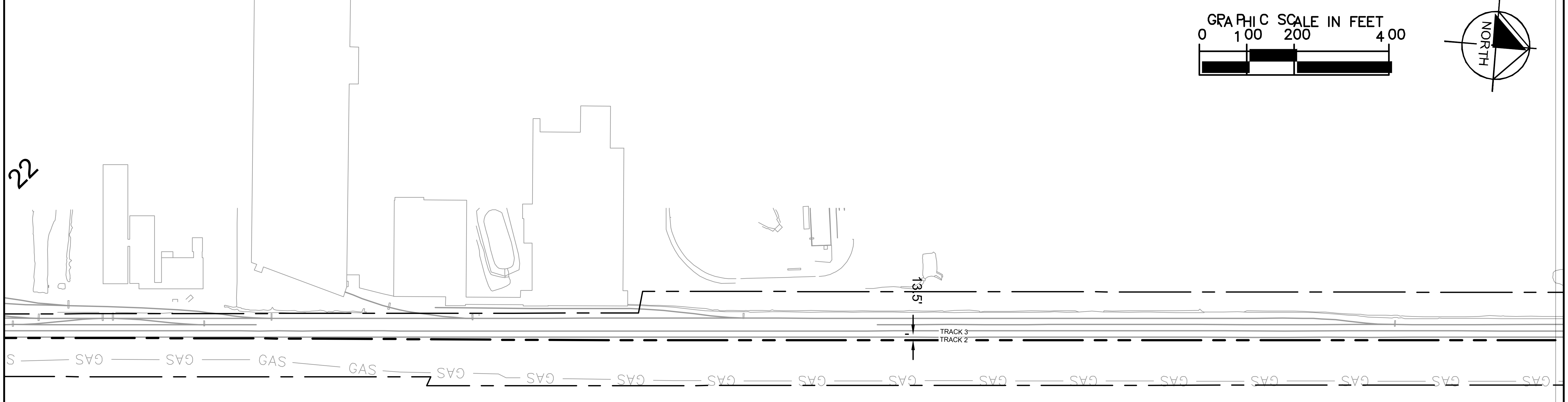

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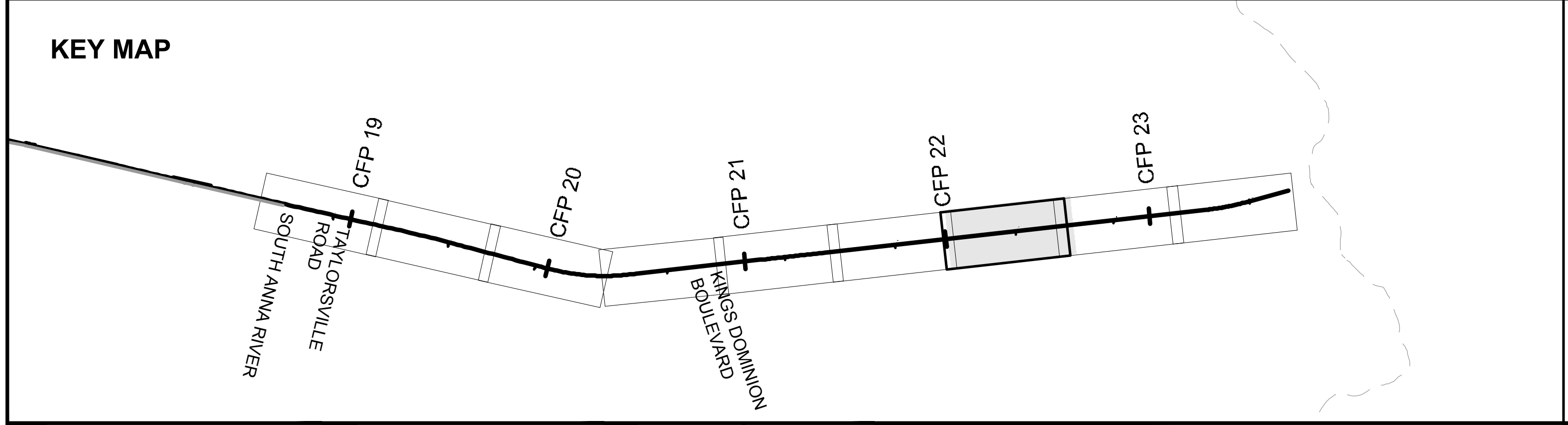
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
■ ■ ■	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

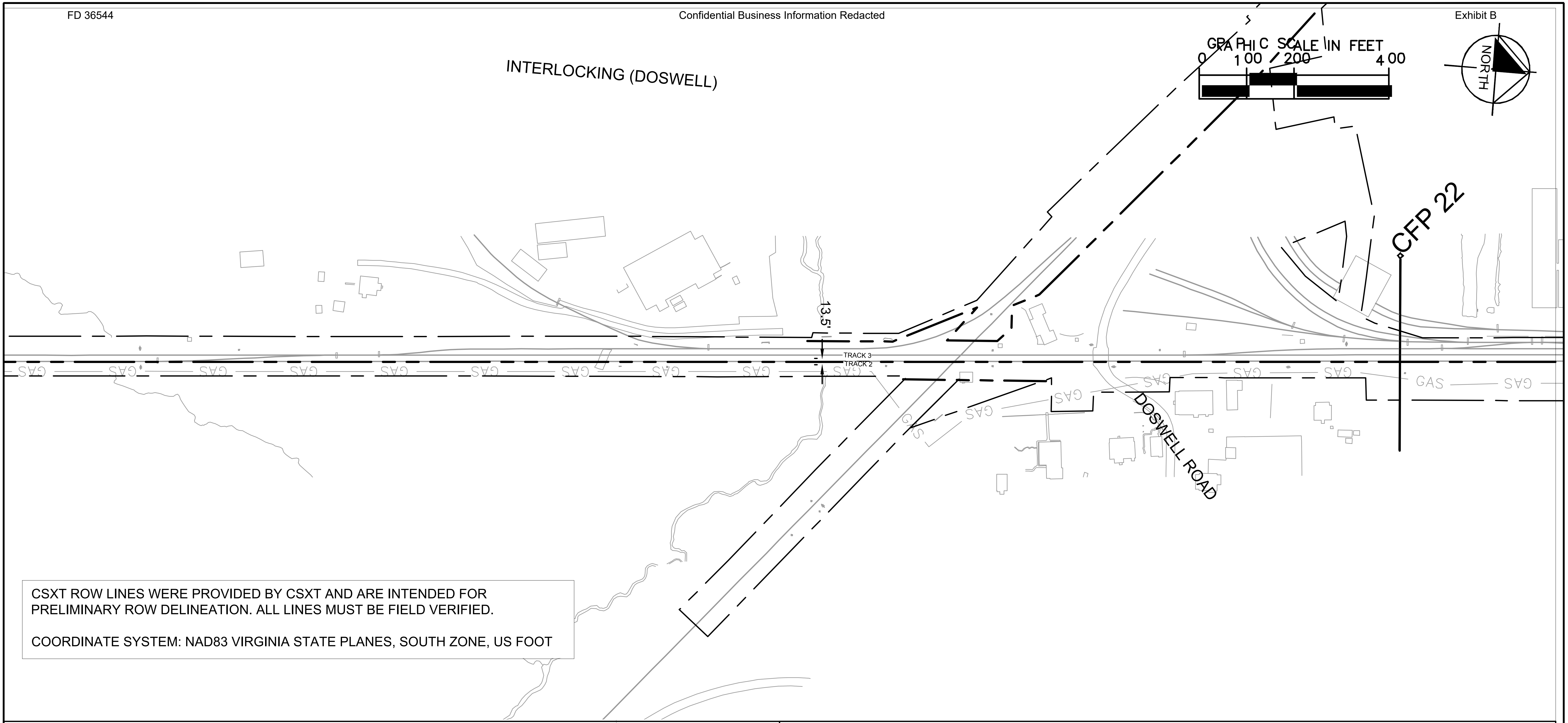
ENHANCED VAL MAPS - DESIGN
R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-183
OF
EV-283

Mar. 18 2021 09:32 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\R13-2S-xS-Railplots.dwg By: Chloe.Harwood



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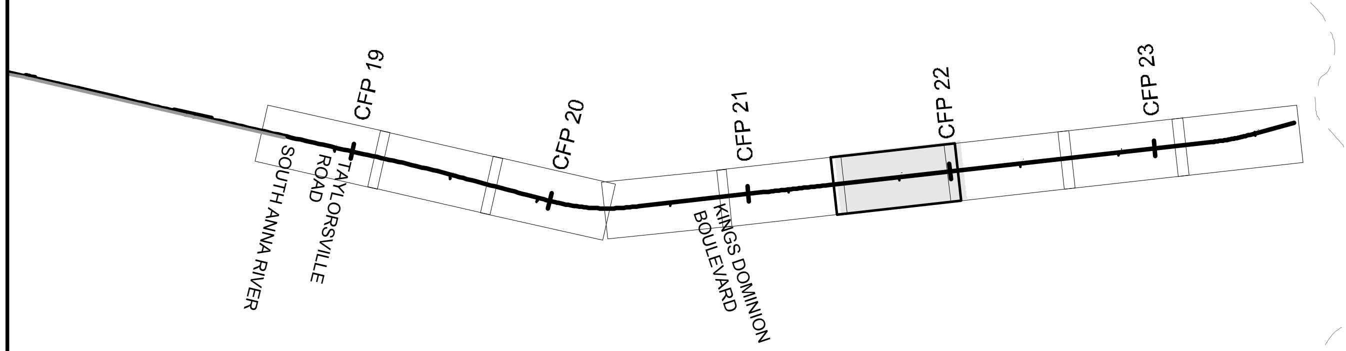
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667

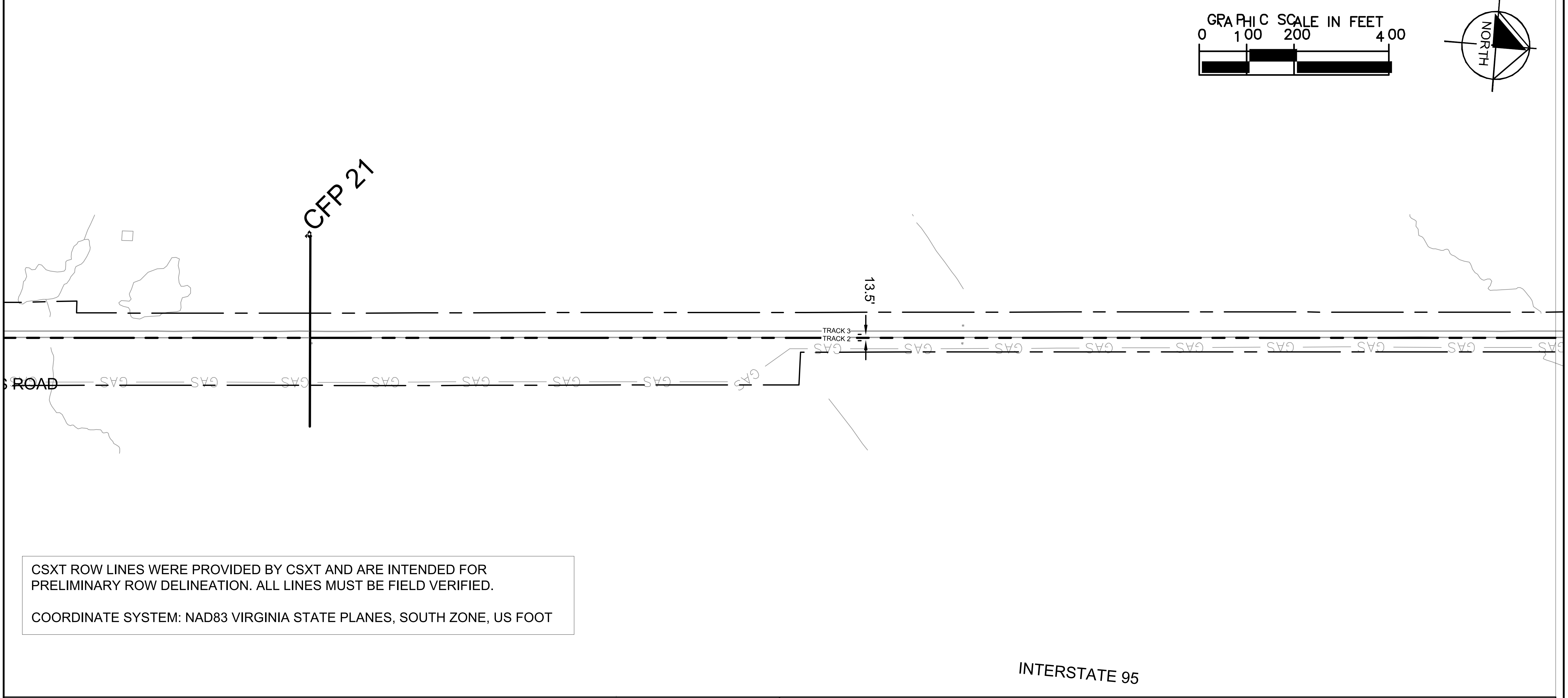
DATE: 3/16/2021

SHEET EV-184 OF EV-283

FD 36544

Confidential Business Information Redacted

Exhibit B



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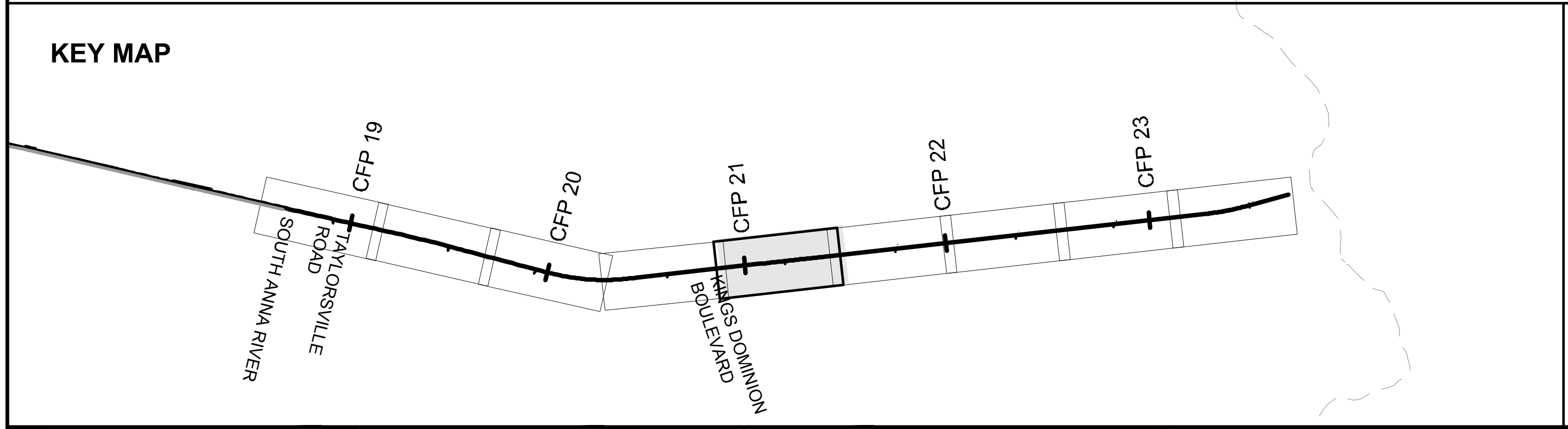
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ ─ ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
─ - ─	CSXT ROW		

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN

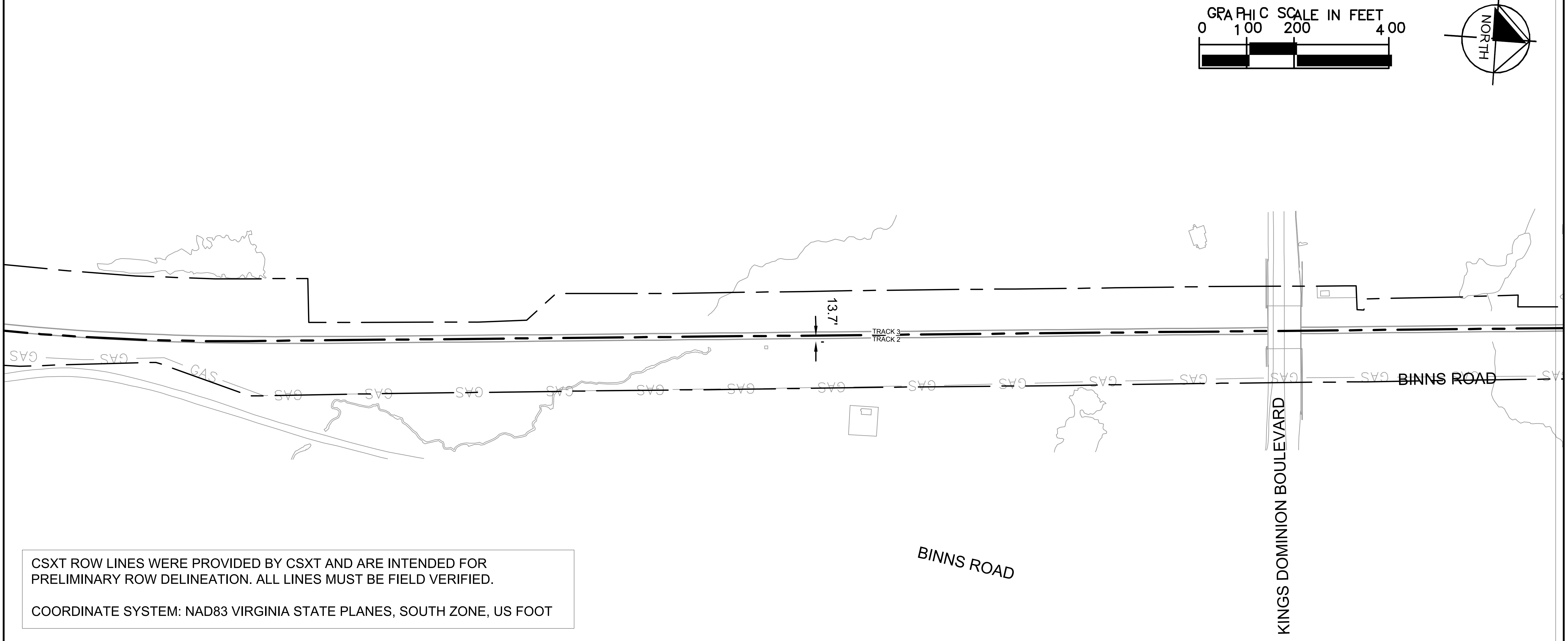
R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667

DATE: 3/16/2021

SHEET EV-185 OF EV-283

Mar. 18 2021 09:33 am K:\NVA_Transit\113292000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_VR to GN – South Zone\CAD\Sheets\R13-2S-xS-Railplots.dwg By: Chloe.Harwood



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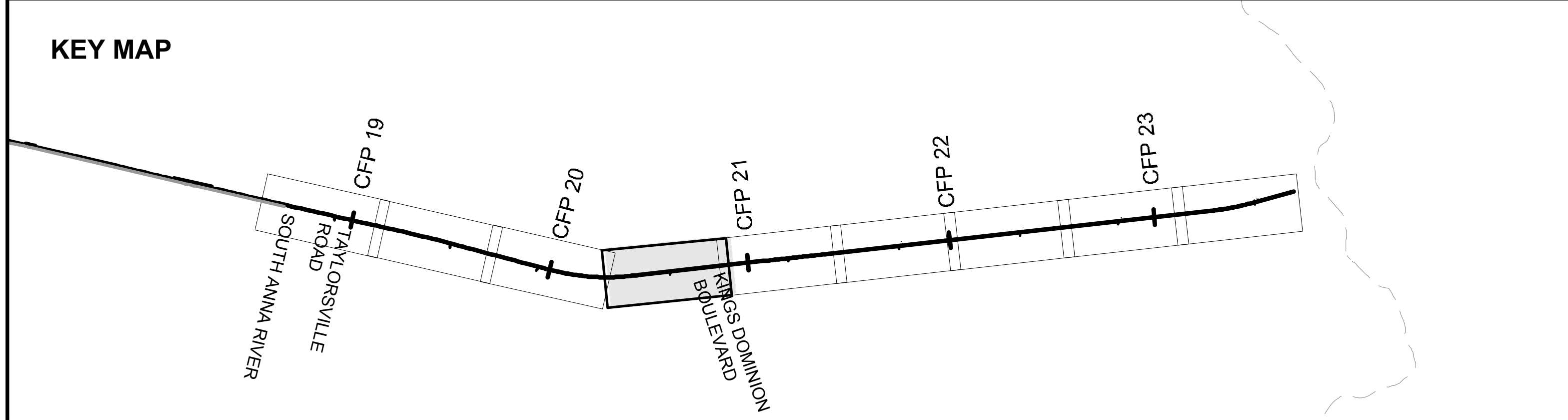
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-186
OF
EV-283

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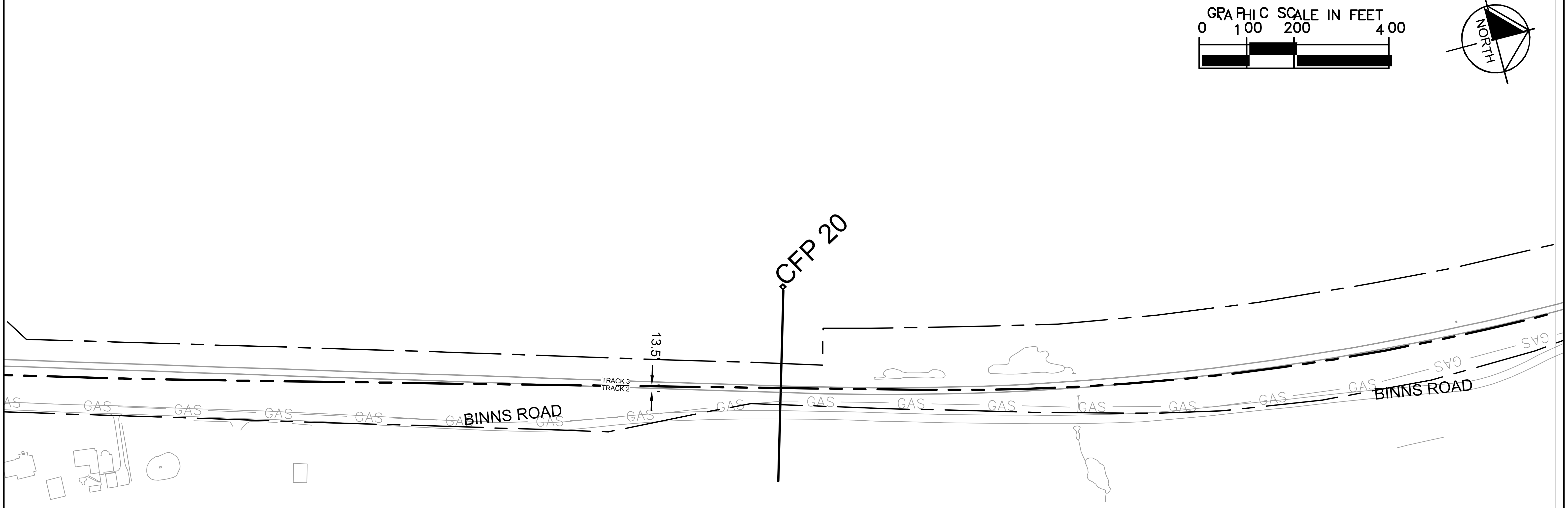
Exhibit B



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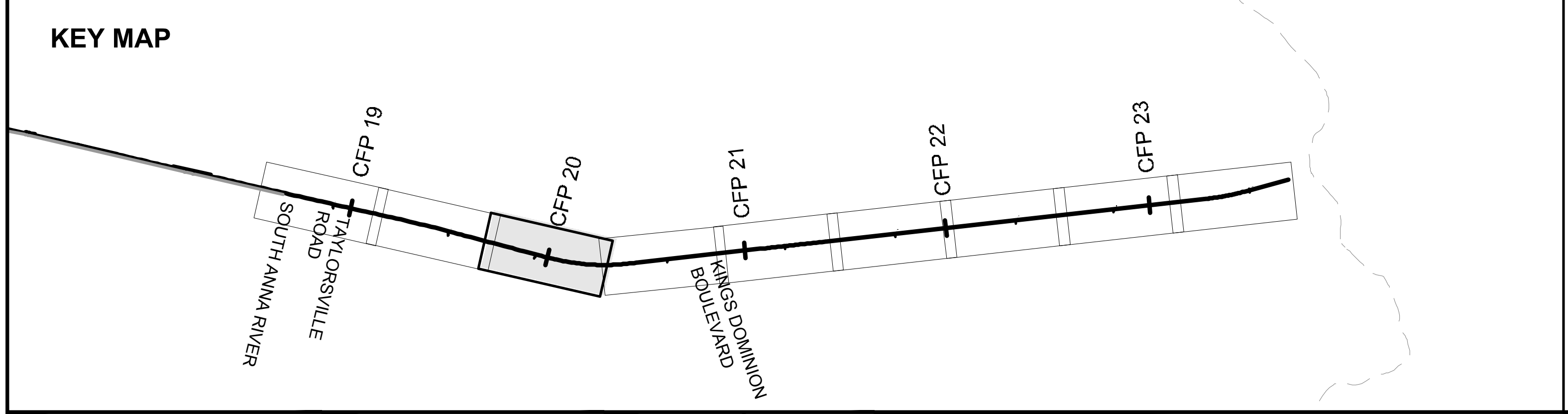
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK
──	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28665

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-187
OF
EV-283

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FD 36544

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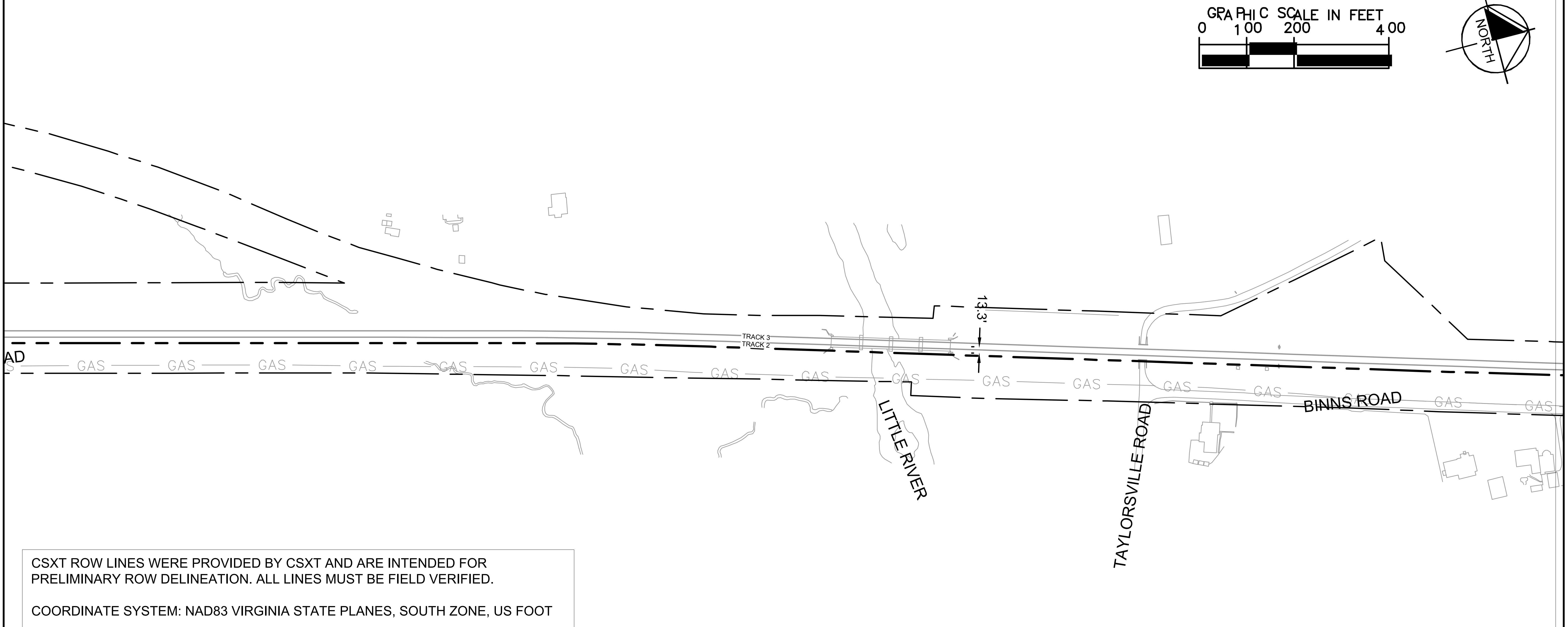
Exhibit B



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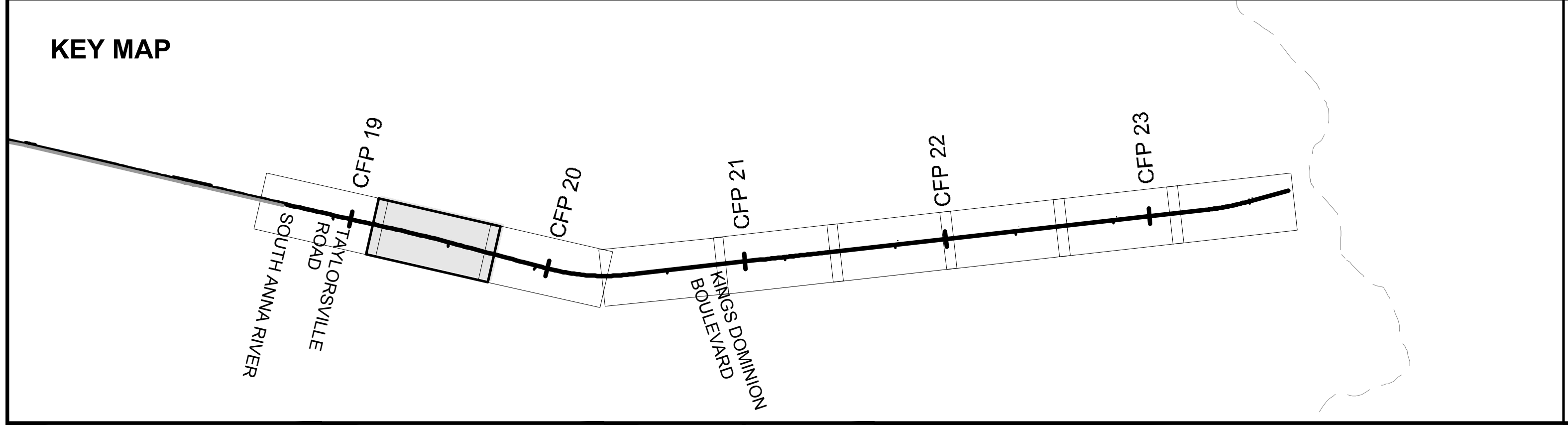
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ ─ ─ ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
─ ─ ─	CSXT ROW		

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28665

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-188
OF
EV-283

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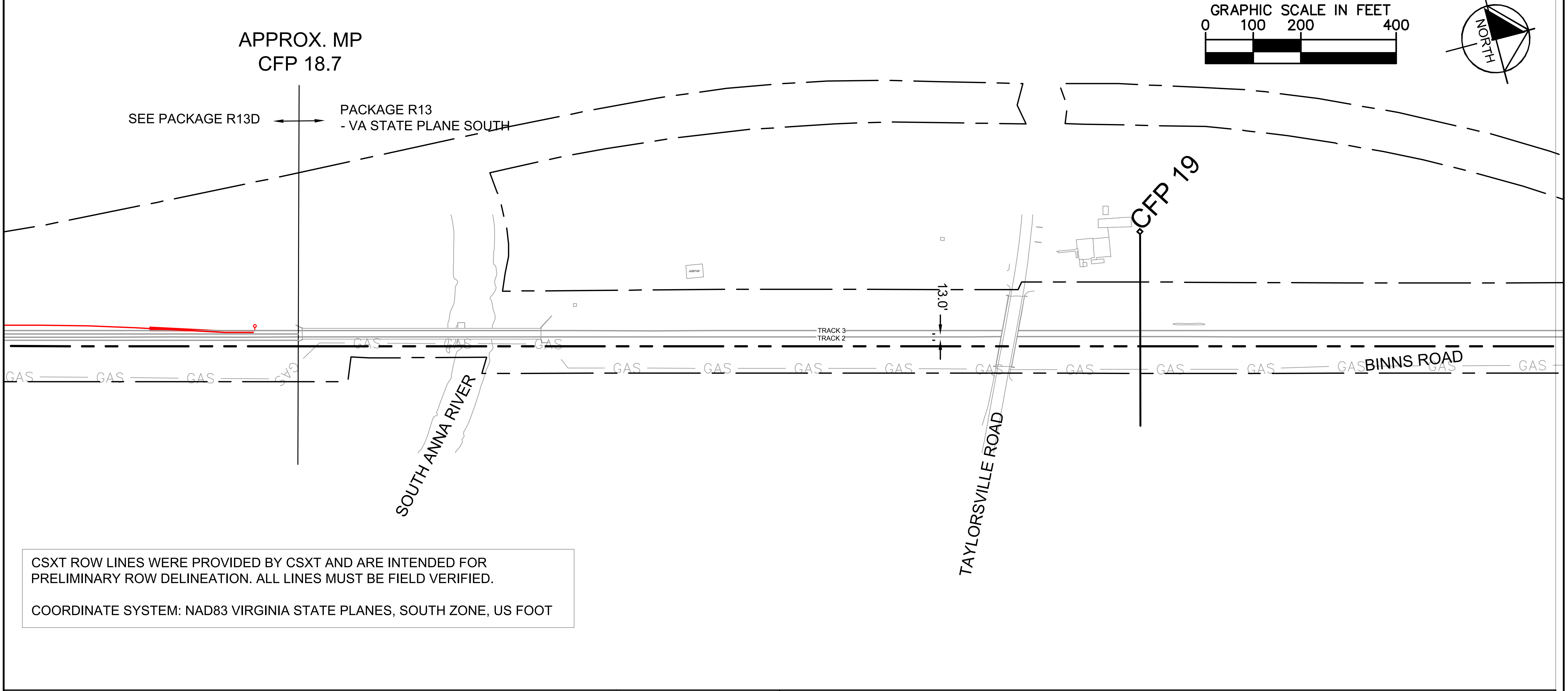
Exhibit B



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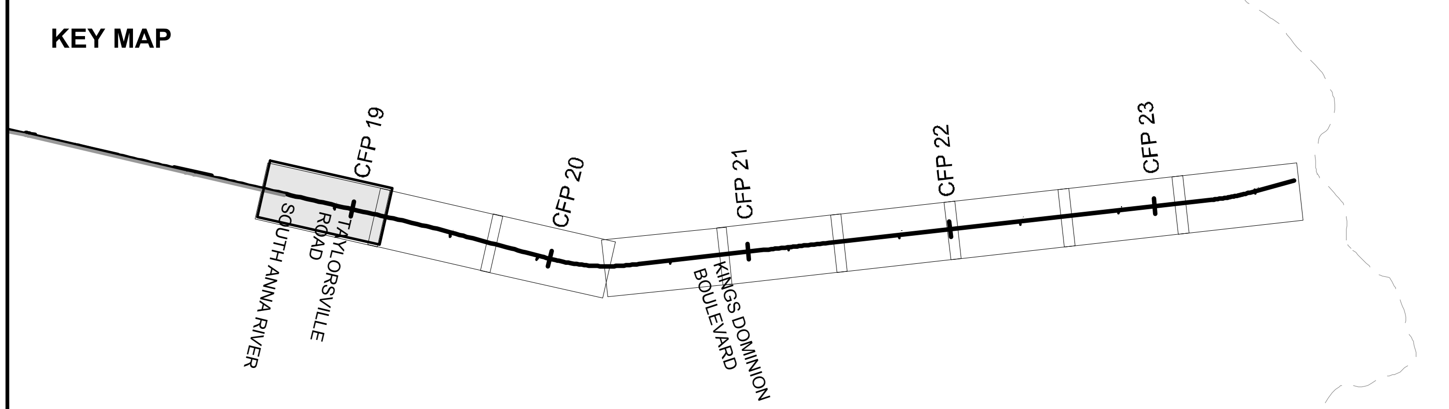
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28664

DATE: 3/16/2021

SHEET
EV-189
OF
EV-283

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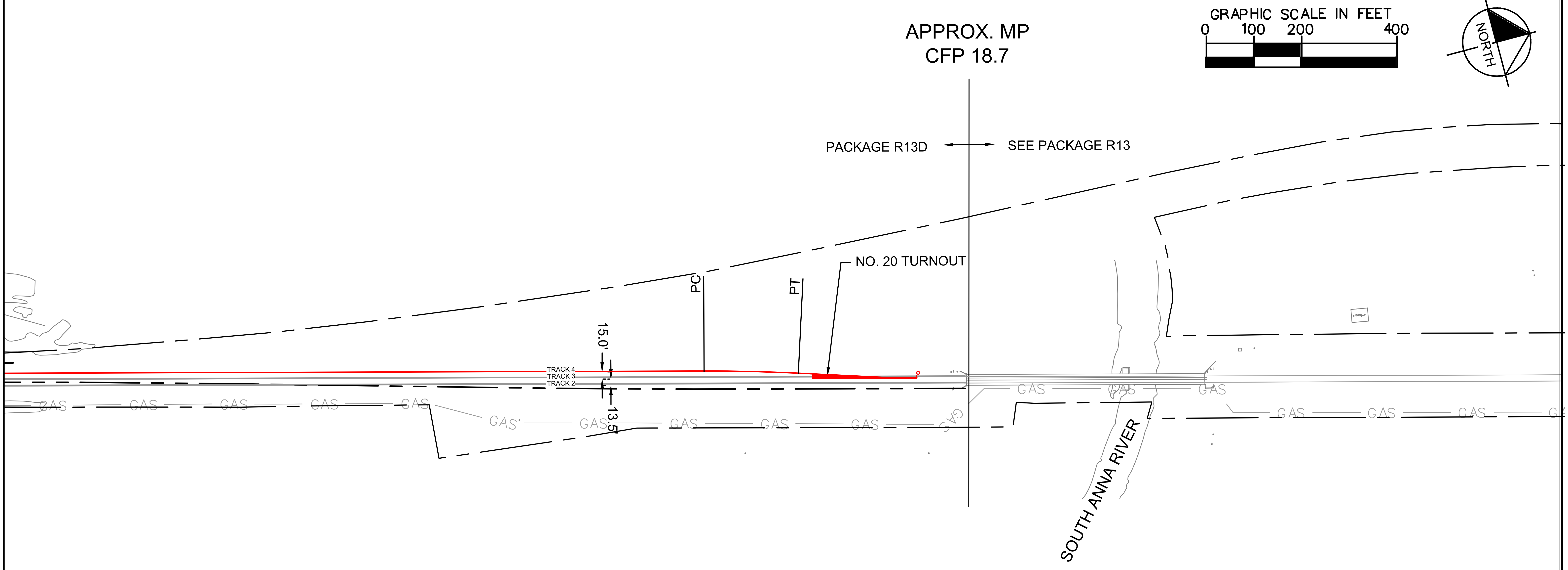

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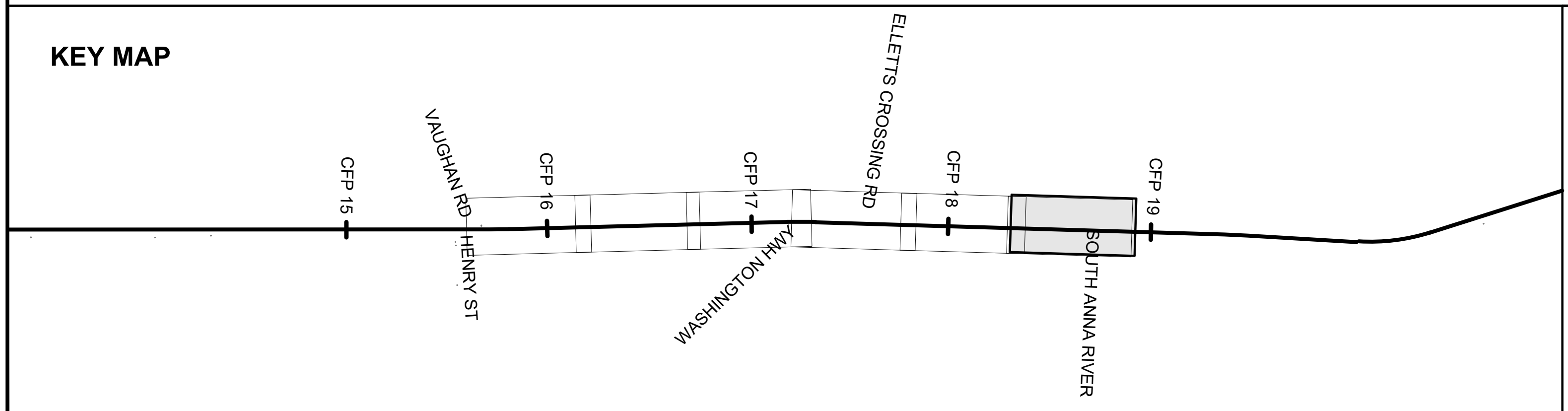
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664
DATE: 3/16/2021

SHEET
EV-190
OF
EV-283

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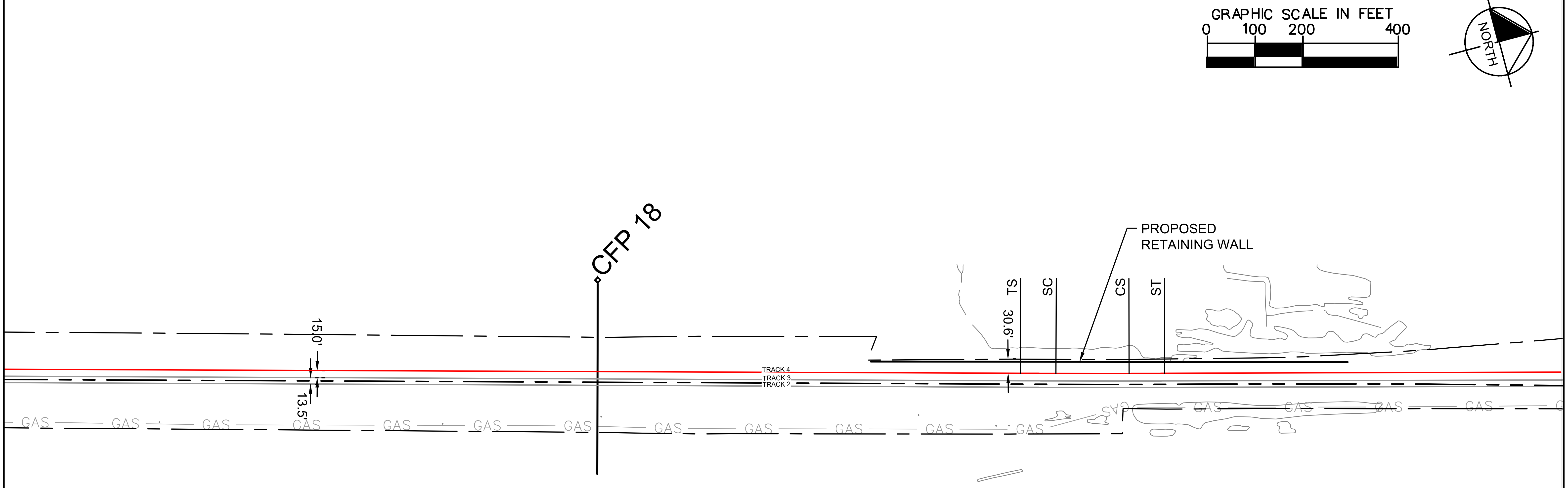
Exhibit B



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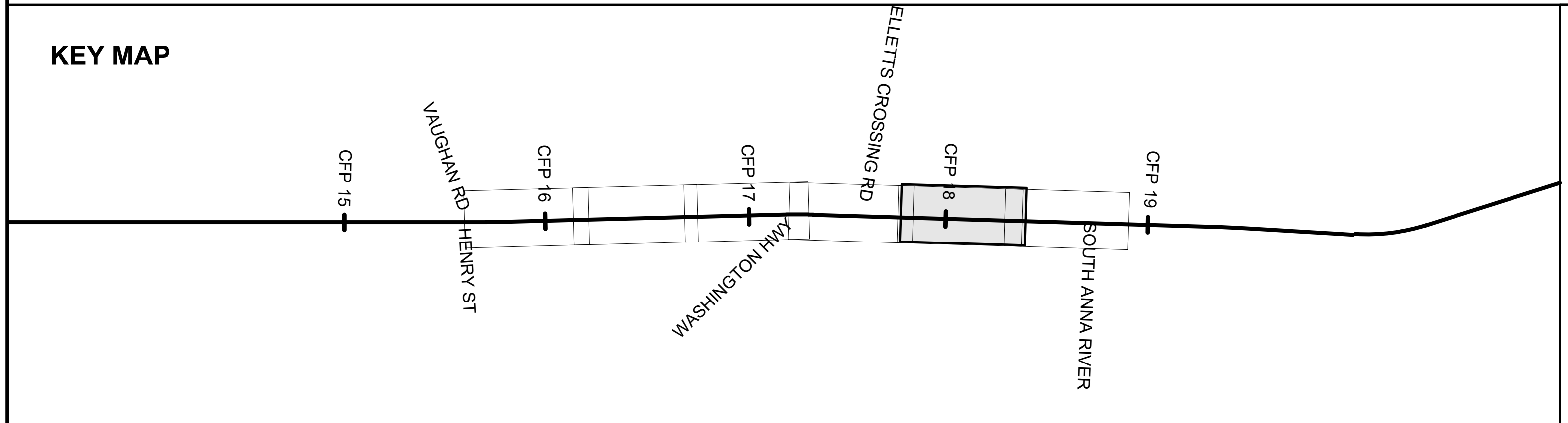
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664

DATE: 3/16/2021

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SHEET
EV-191
OF
EV-283

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FD 36544

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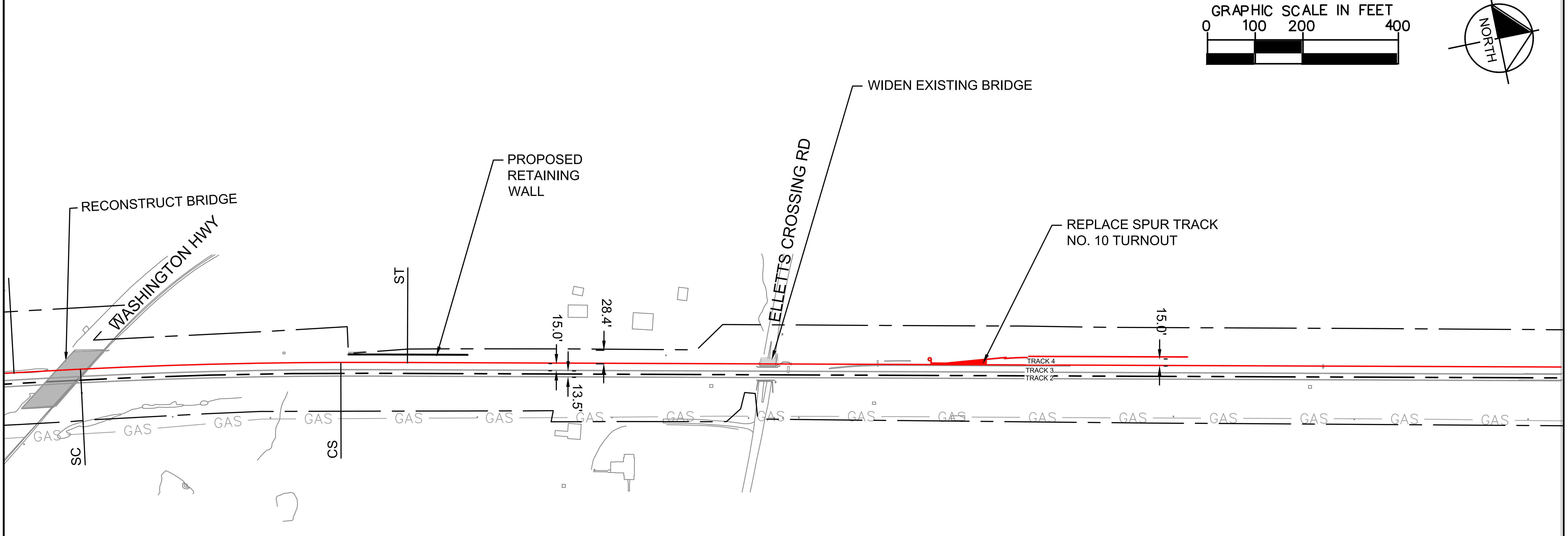
Exhibit B



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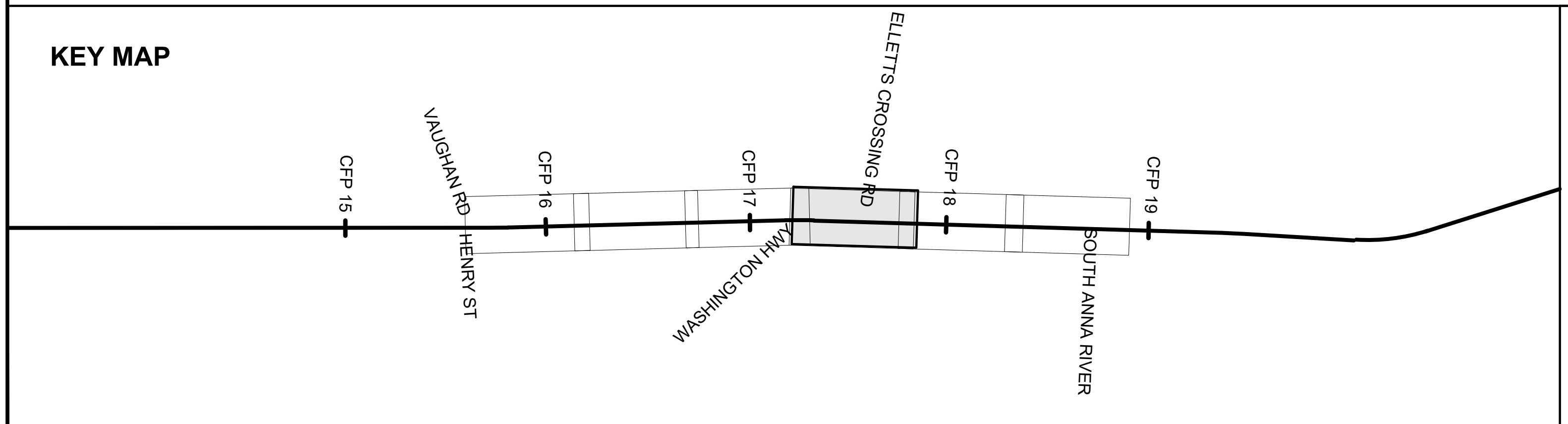
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664

DATE: 3/16/2021

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EV-192
OF
EV-283

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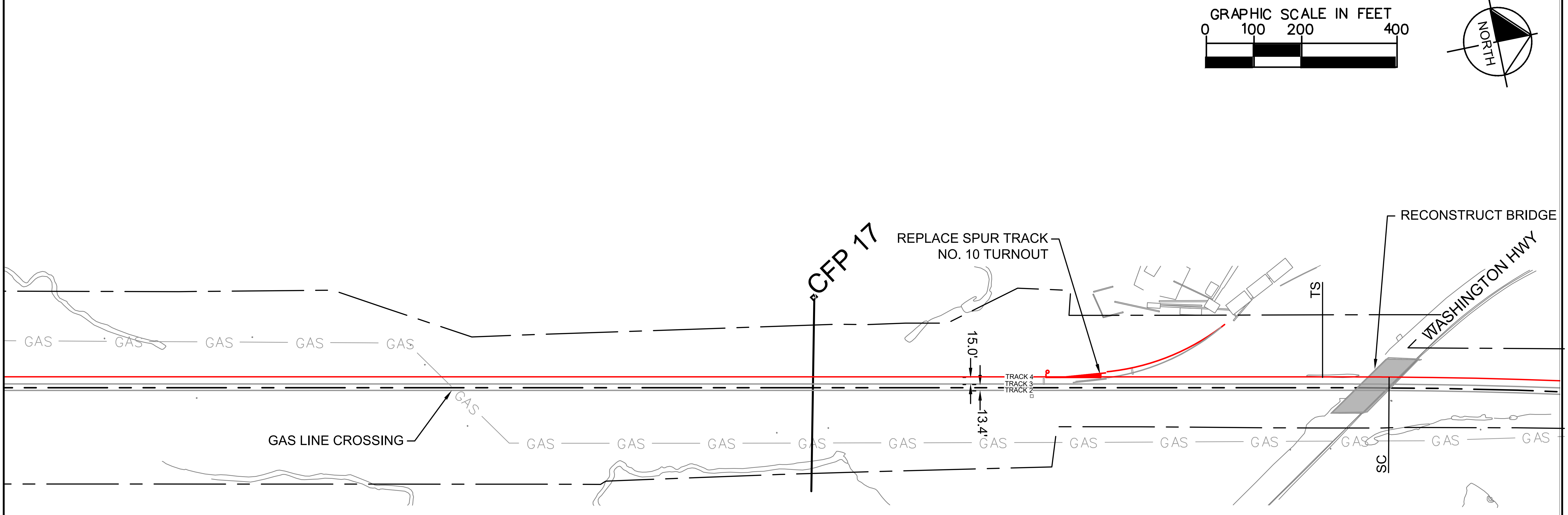
Exhibit B



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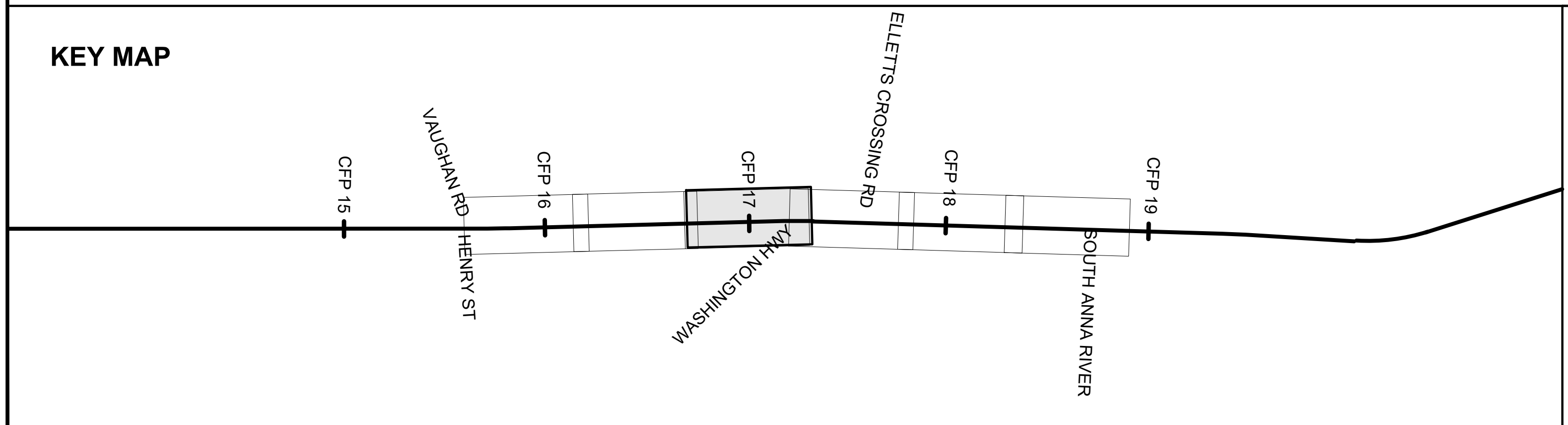
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664
DATE: 3/16/2021

SHEET
EV-193
OF
EV-283

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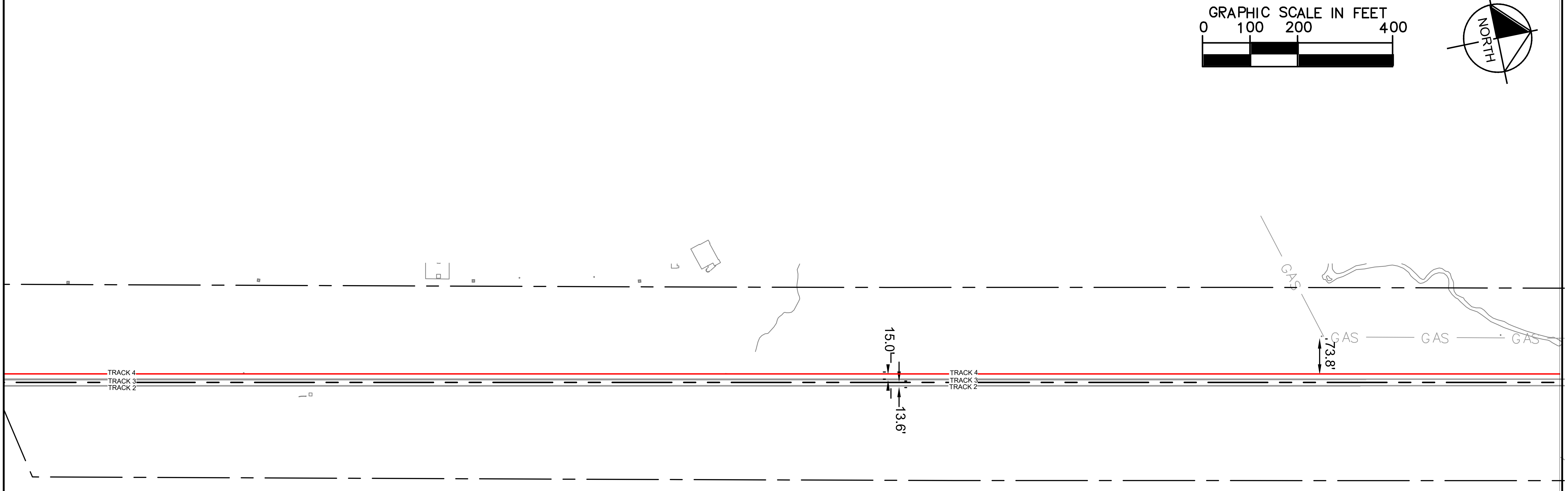

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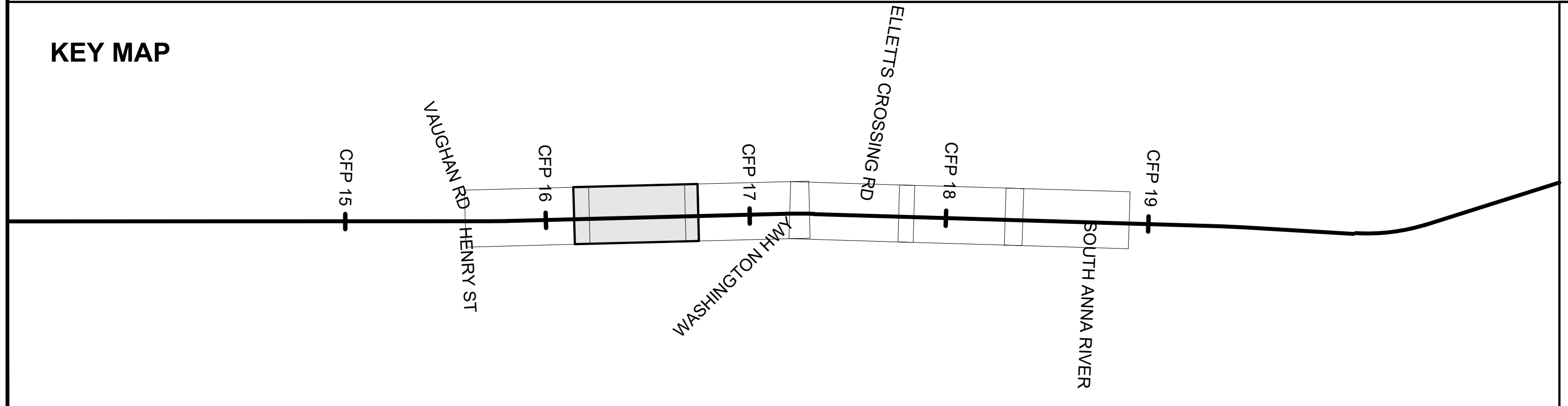
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664

DATE: 3/16/2021

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SHEET
EV-194
OF
EV-283

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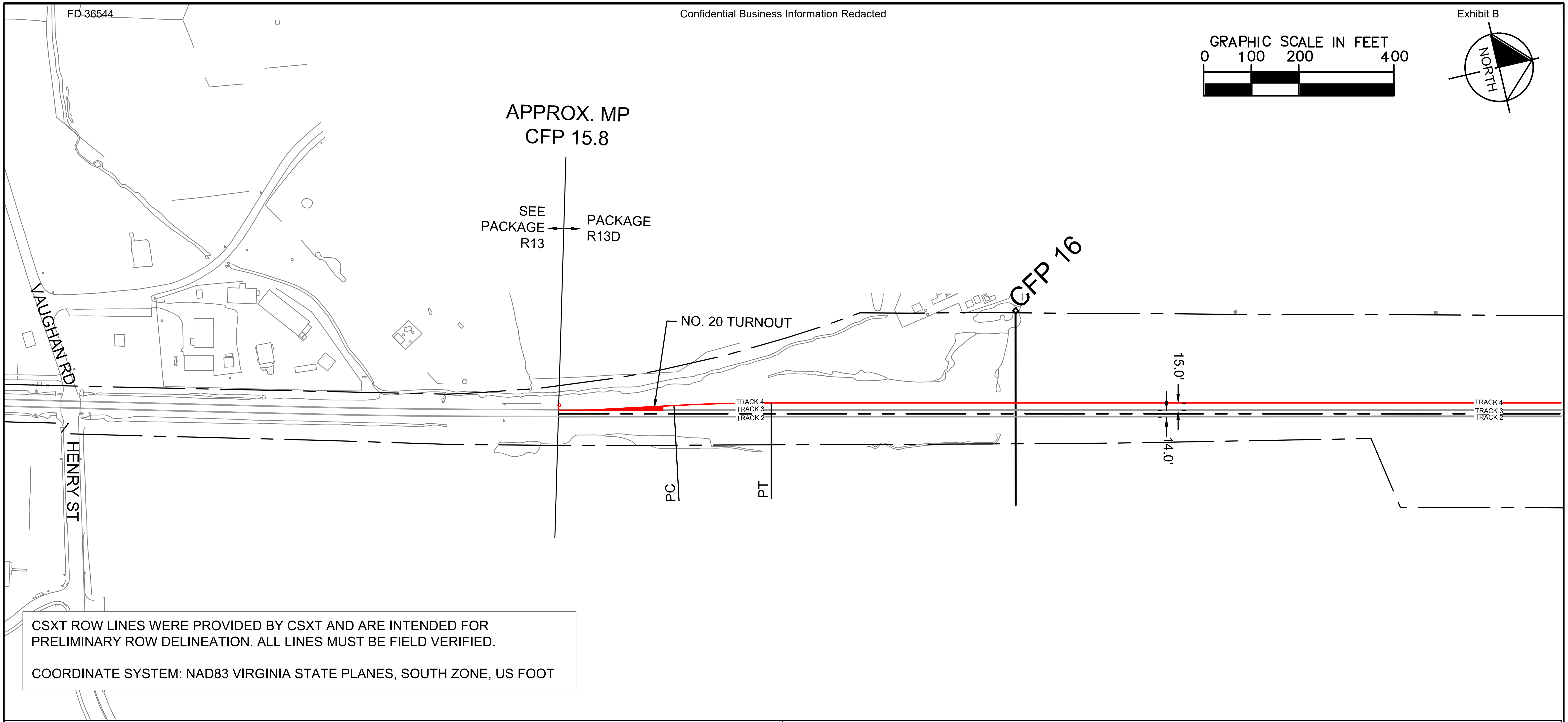

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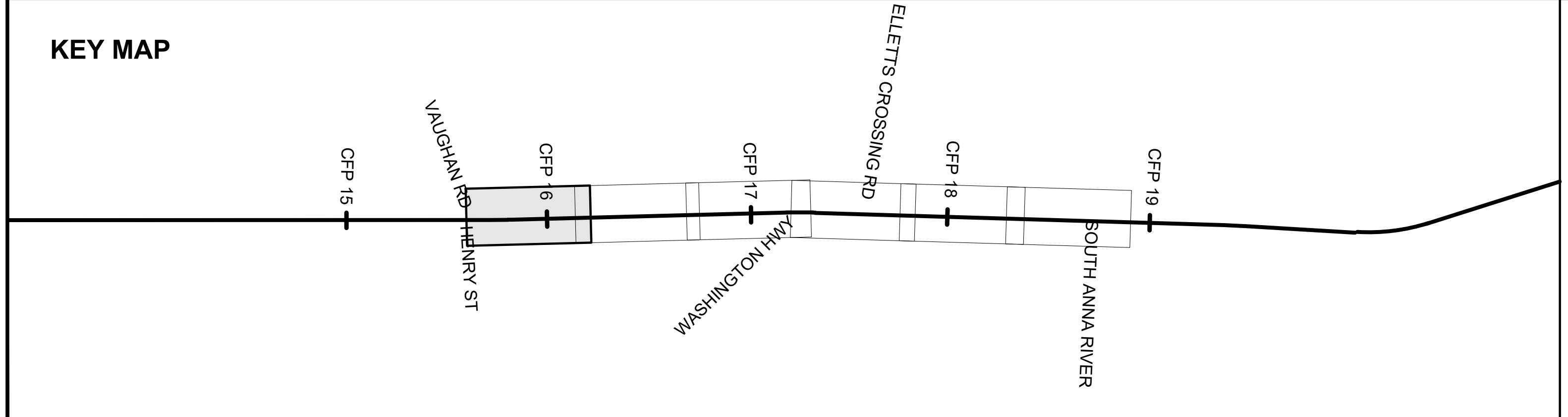
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28663
DATE: 3/16/2021

SHEET
EV-195
OF
EV-283

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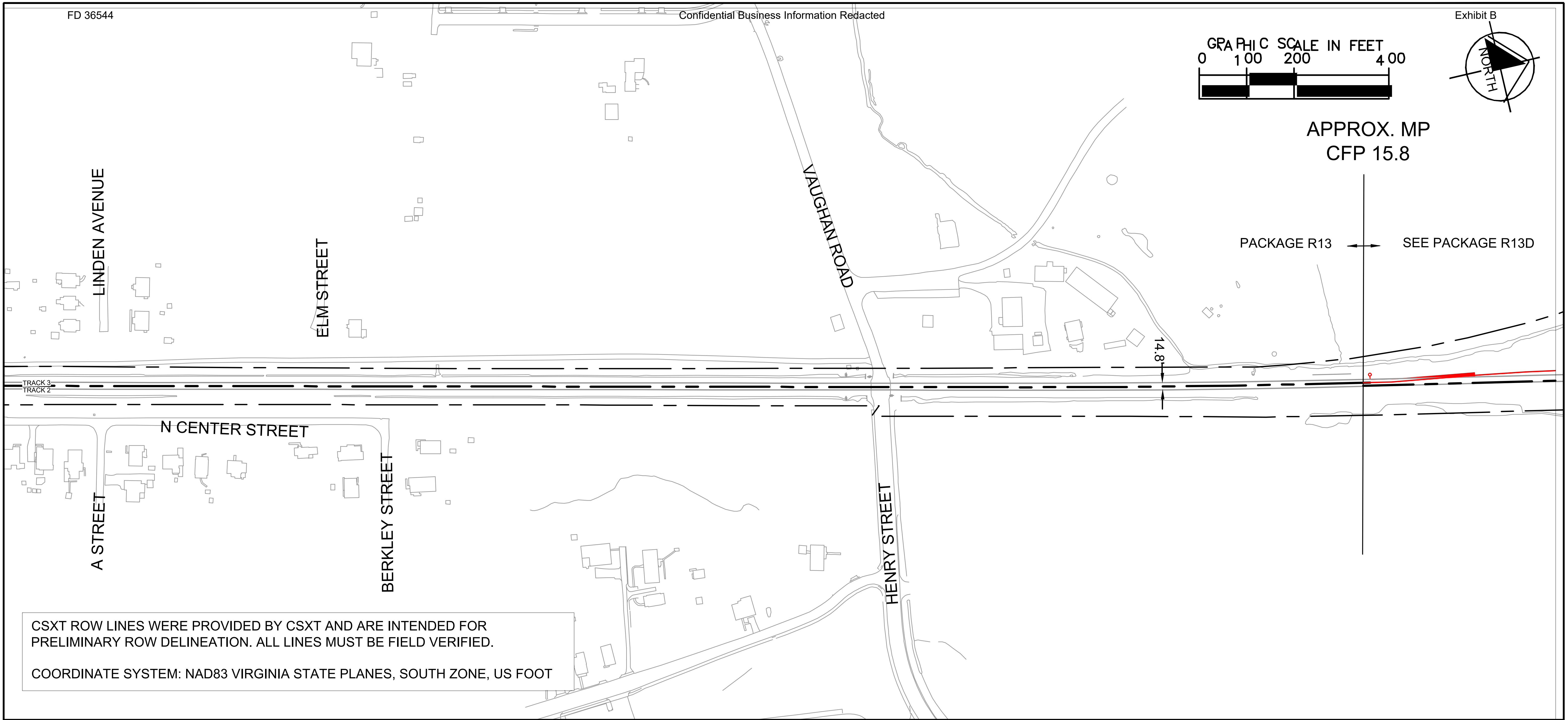
Exhibit B



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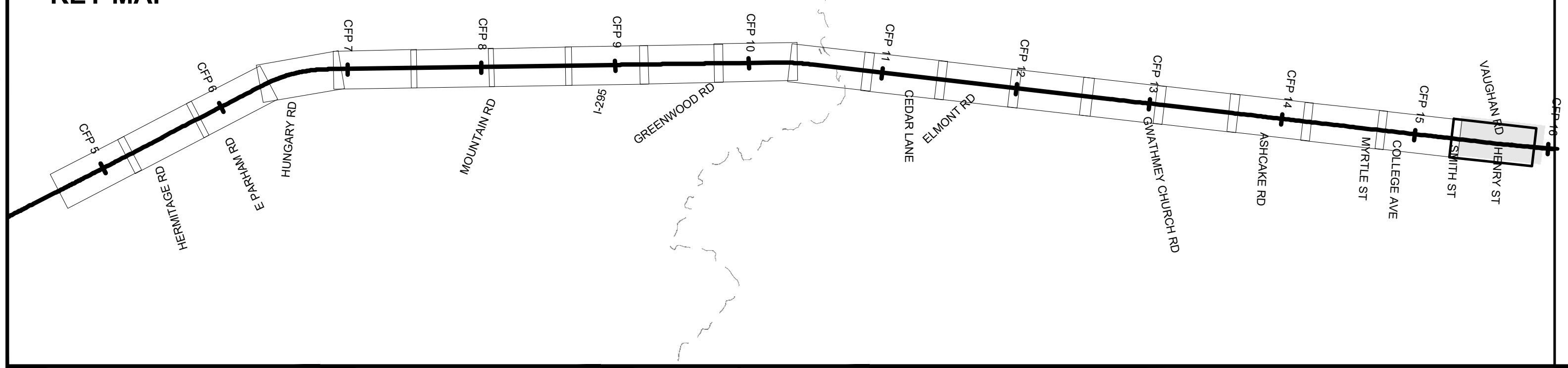
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28663

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-196
OF
EV-283

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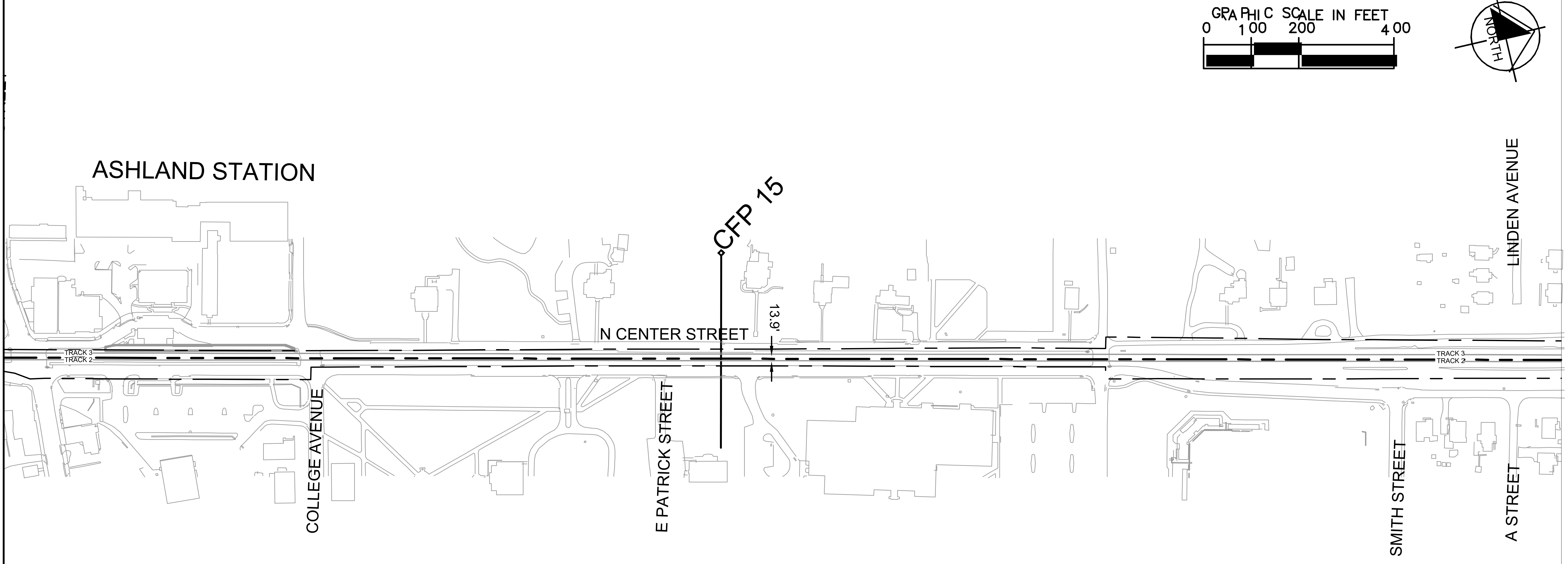
Exhibit B



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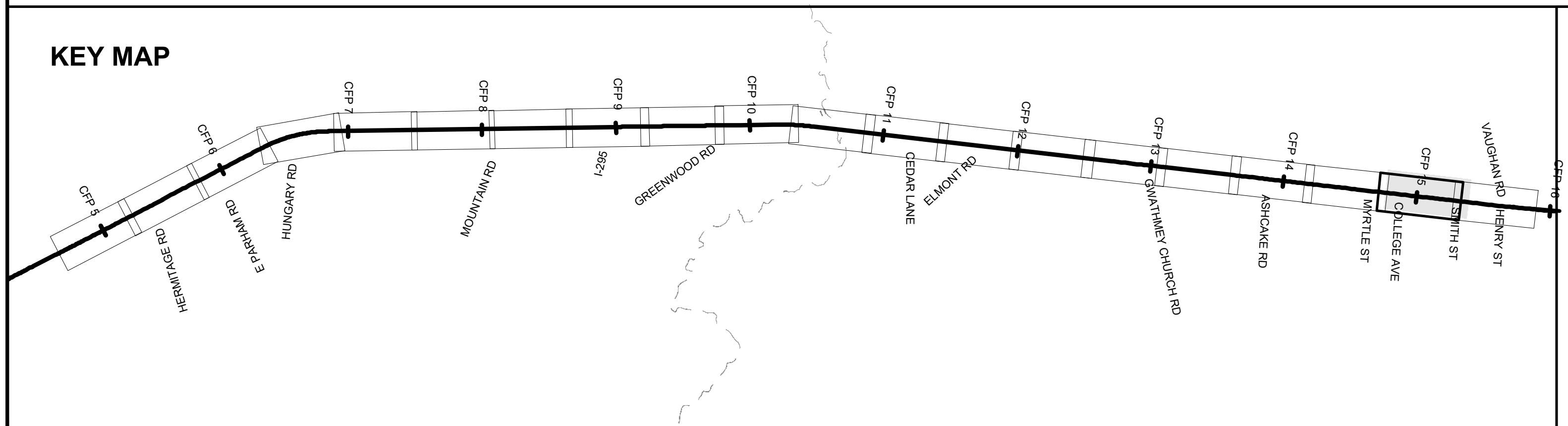
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
--------	SHIFTED TRACK
── ─ ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28663

DATE: 3/16/2021

Kimley»Horn

SHEET
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OF
EV-283

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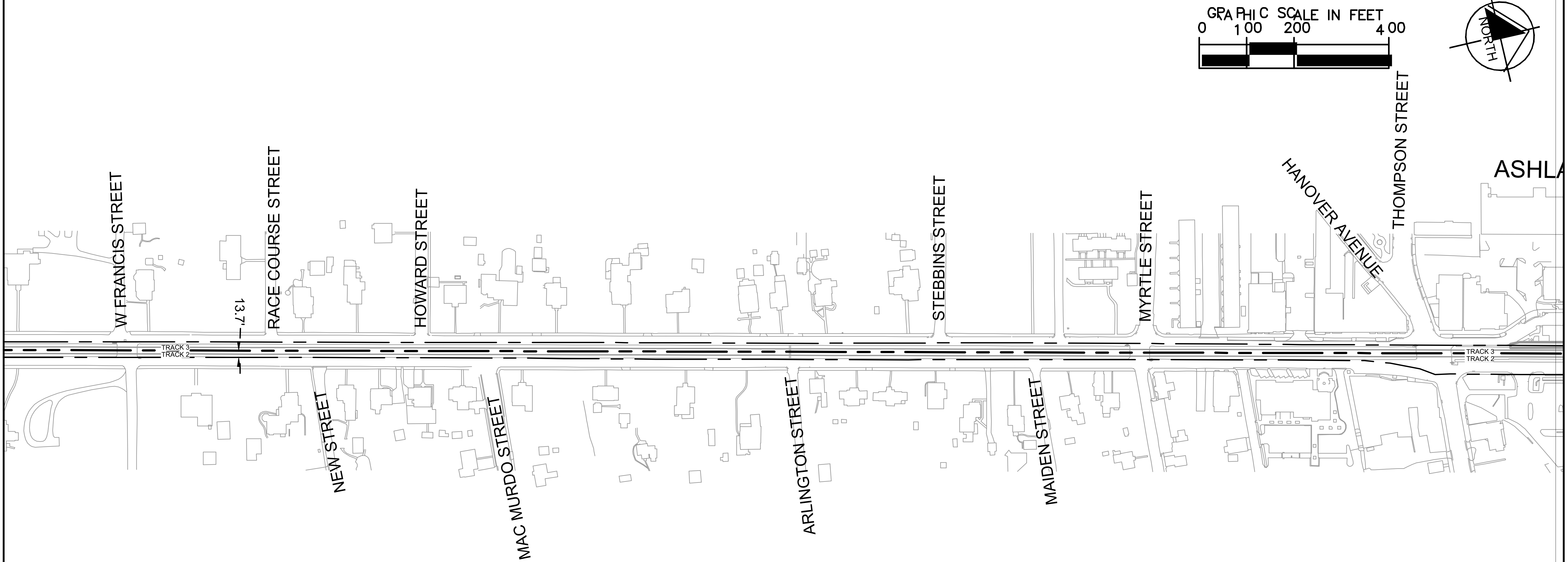

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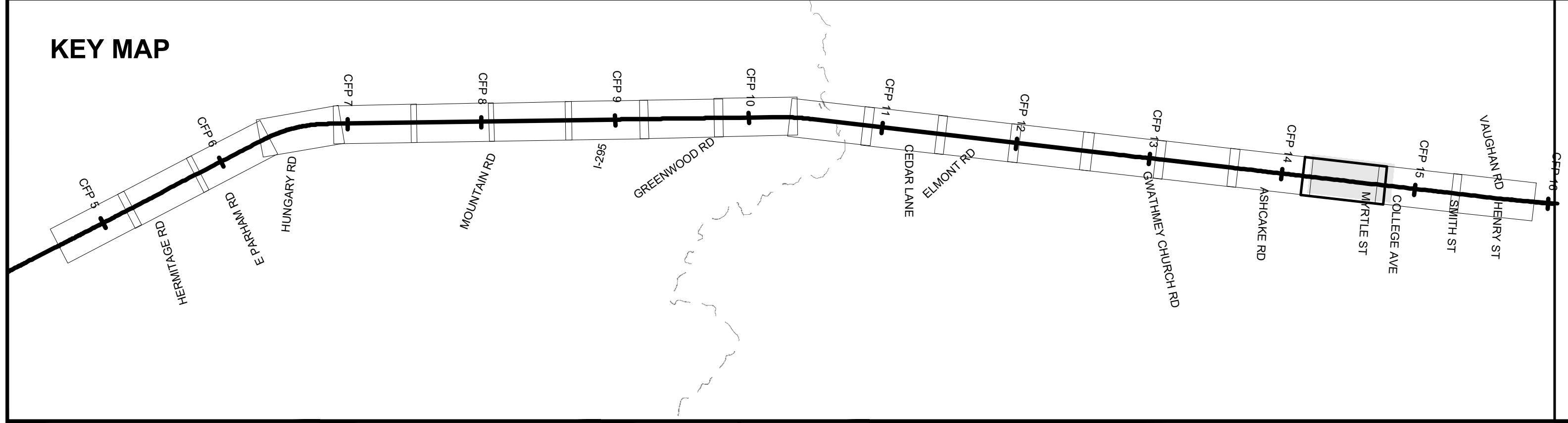
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
--------	SHIFTED TRACK		
— – —	CSXT ROW		

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28662

DATE: 3/16/2021

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EV-198
OF
EV-283

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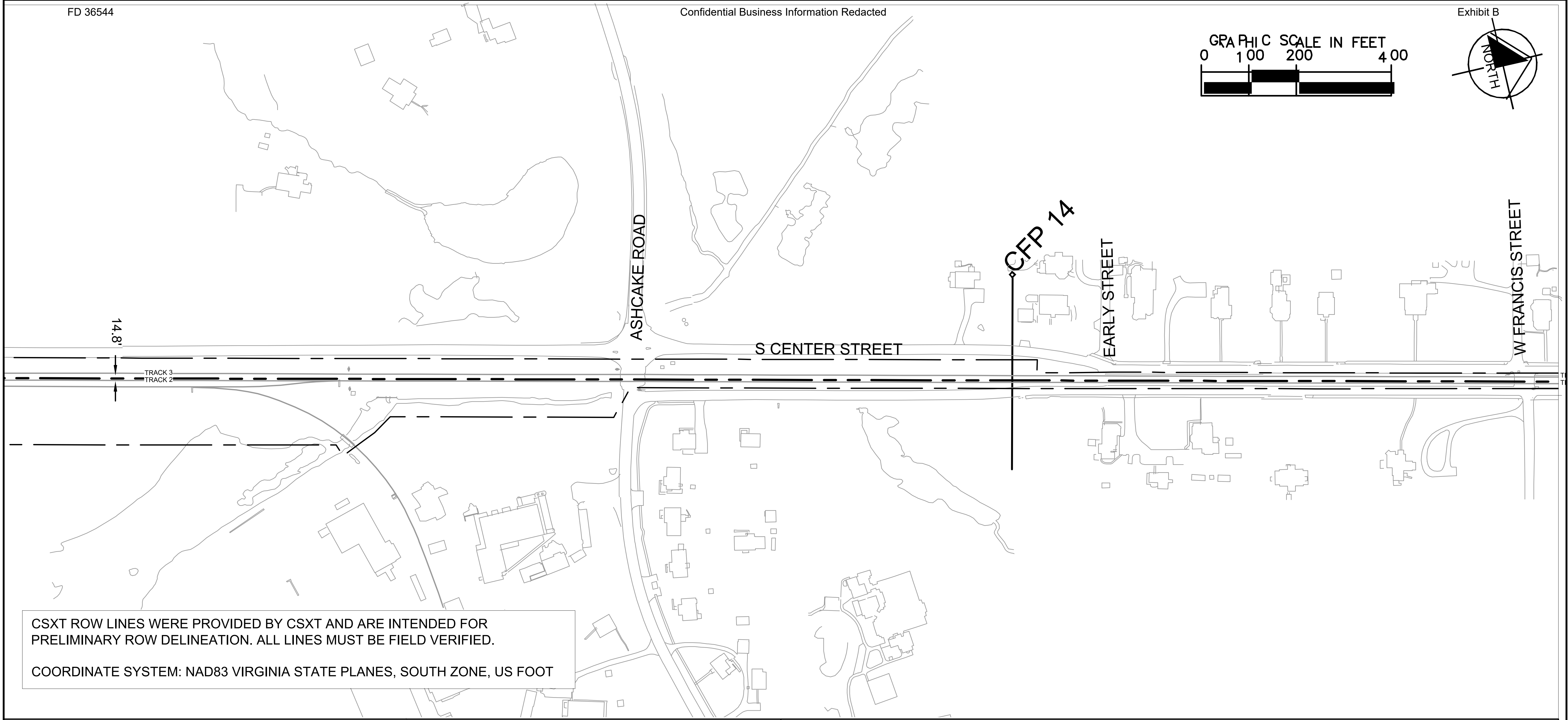
Exhibit B



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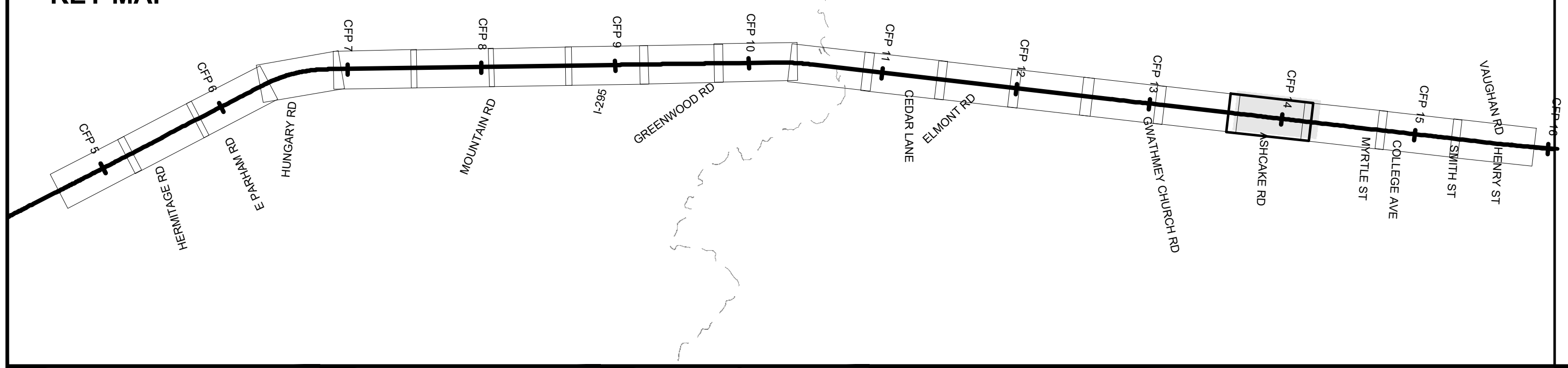
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28662

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-199
OF
EV-283

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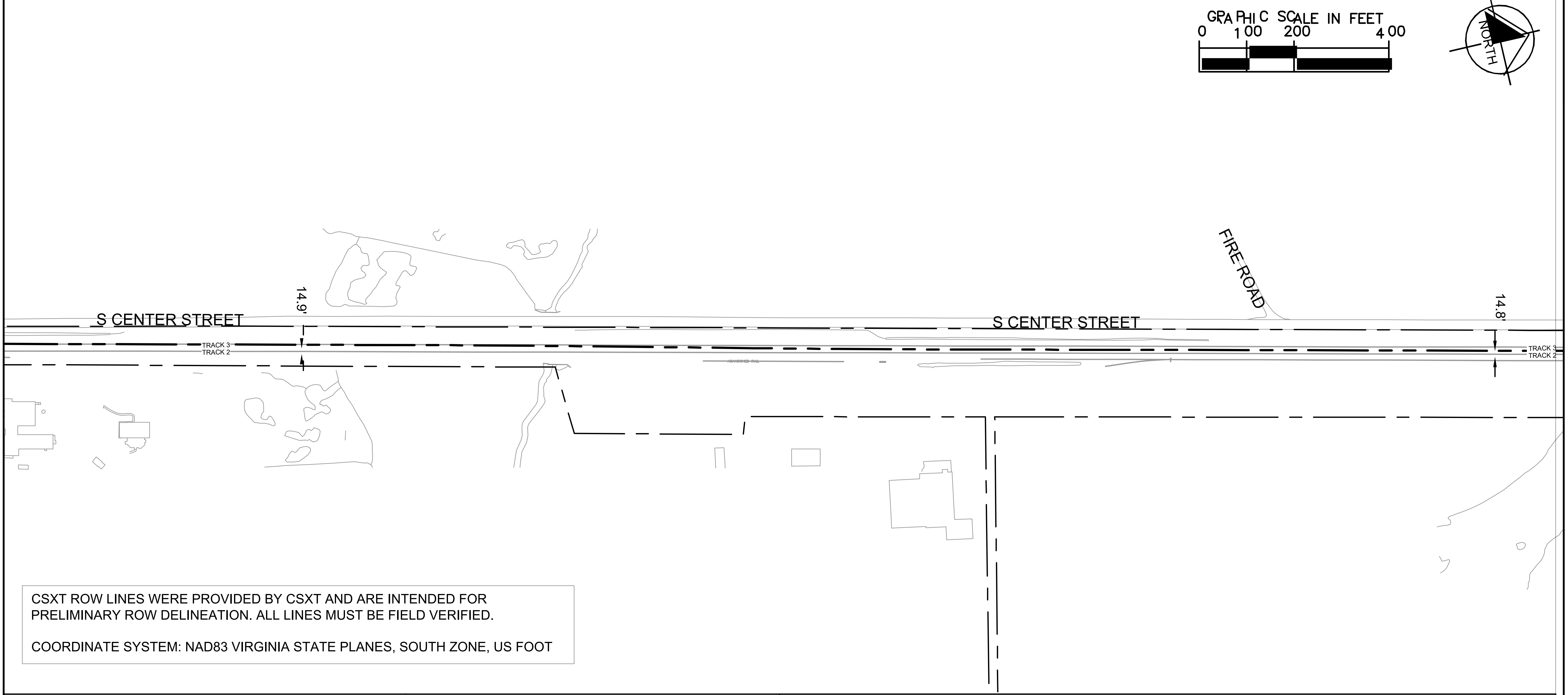

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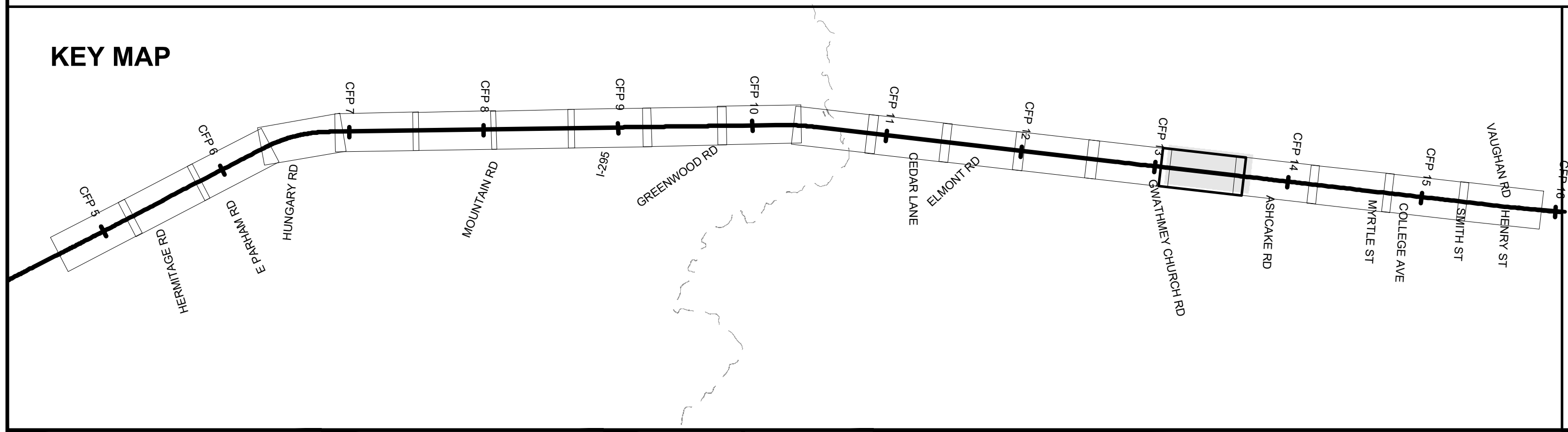
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
—— - ——	CSXT ROW		

JURISDICTION: Hanover County

ENHANCED VAL MAPS - DESIGN
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28662
DATE: 3/16/2021

Kimley»Horn

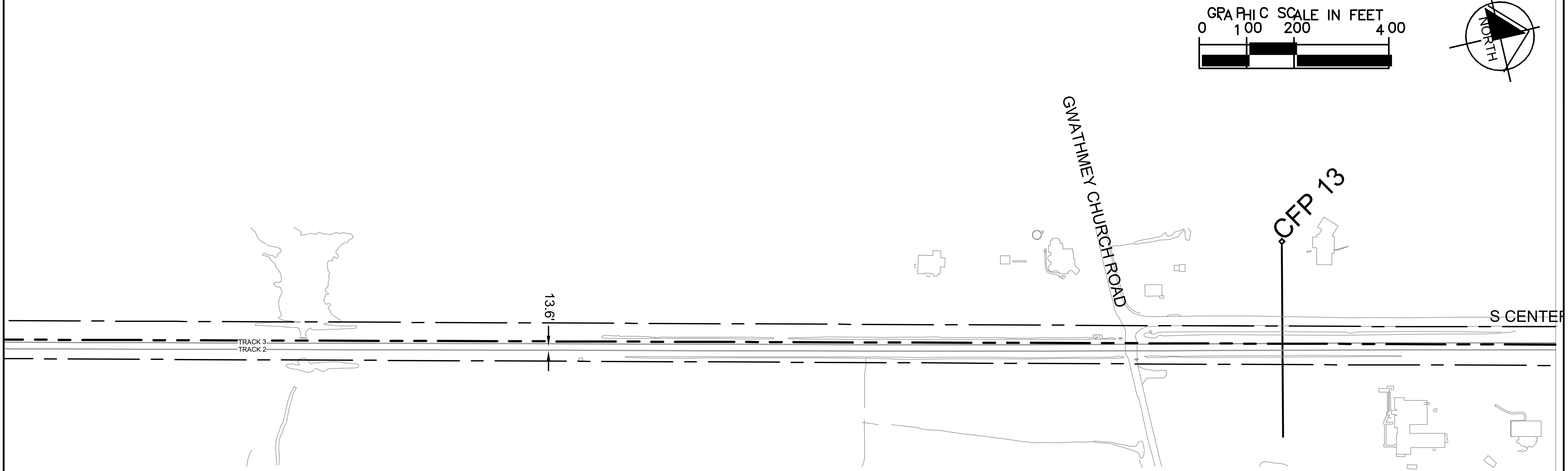
SHEET
EV-200
OF
EV-283

Mar. 16 2021 08:30 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\Rollplots\R13S_xS–Rollplot.dwg By: Chloe.Harwood

FD 36544

Confidential Business Information Redacted

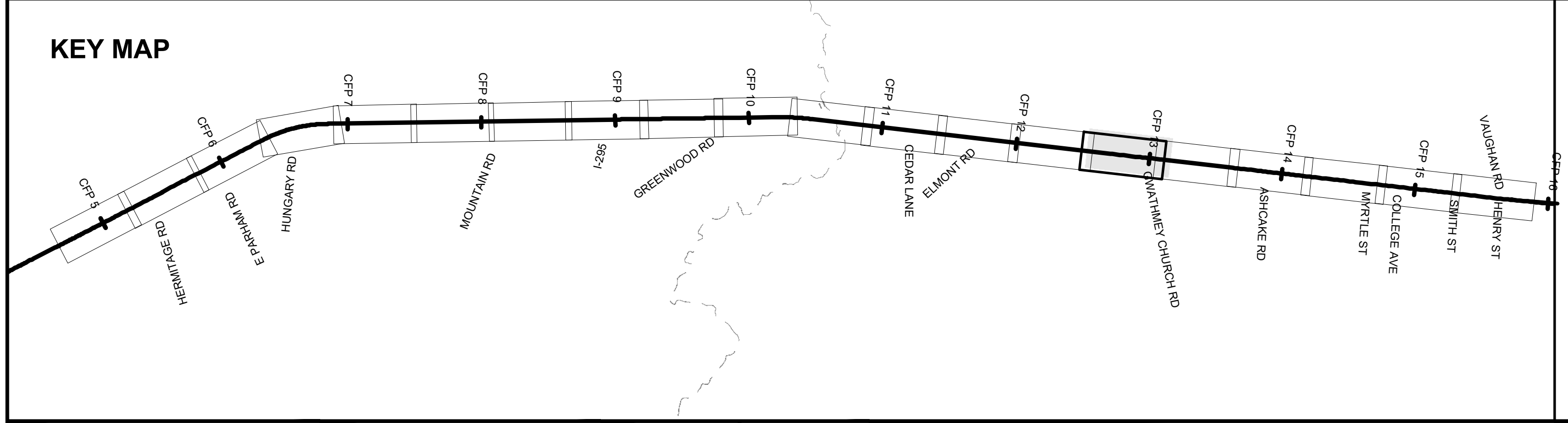
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK
──	PROPOSED TRACK
--------	SHIFTED TRACK
── - ──	CSXT ROW
─ - - ─	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County

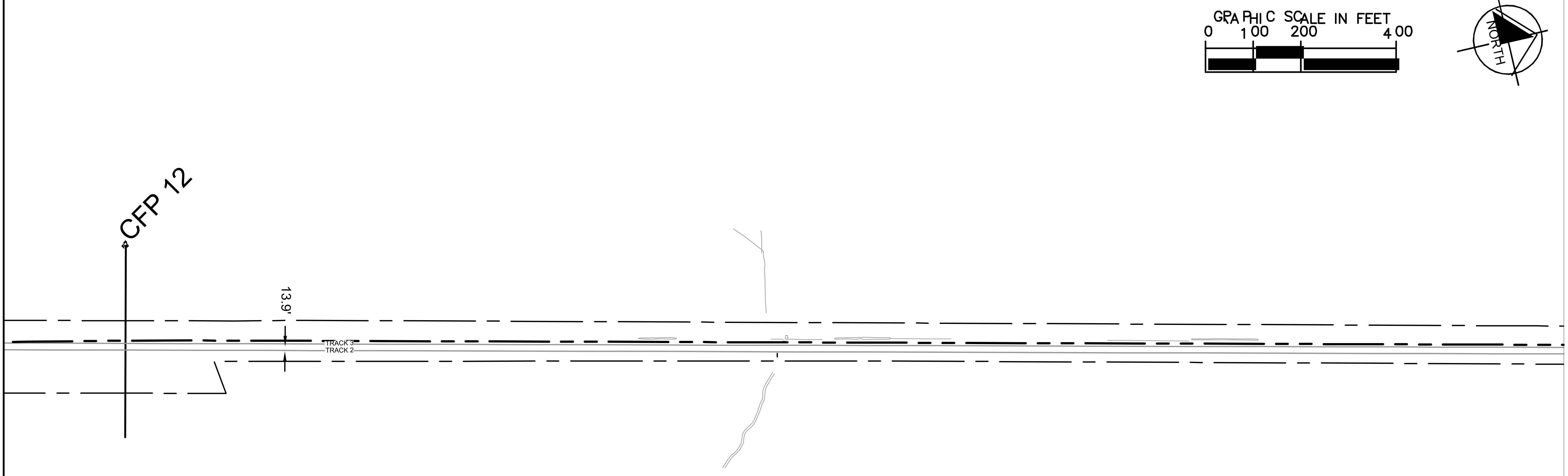
ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28662

DATE: 3/16/2021

SHEET
EV-201
OF
EV-283



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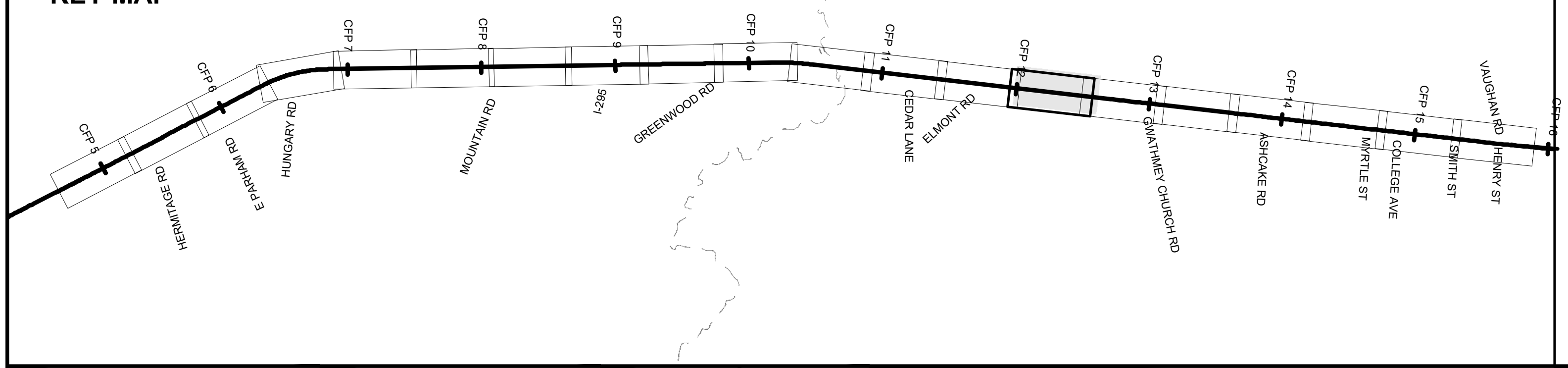
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ ─ ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
── ─ ──	CSXT ROW		

JURISDICTION: Hanover County/Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28661

DATE: 3/16/2021

SHEET
EV-202
OF
EV-283

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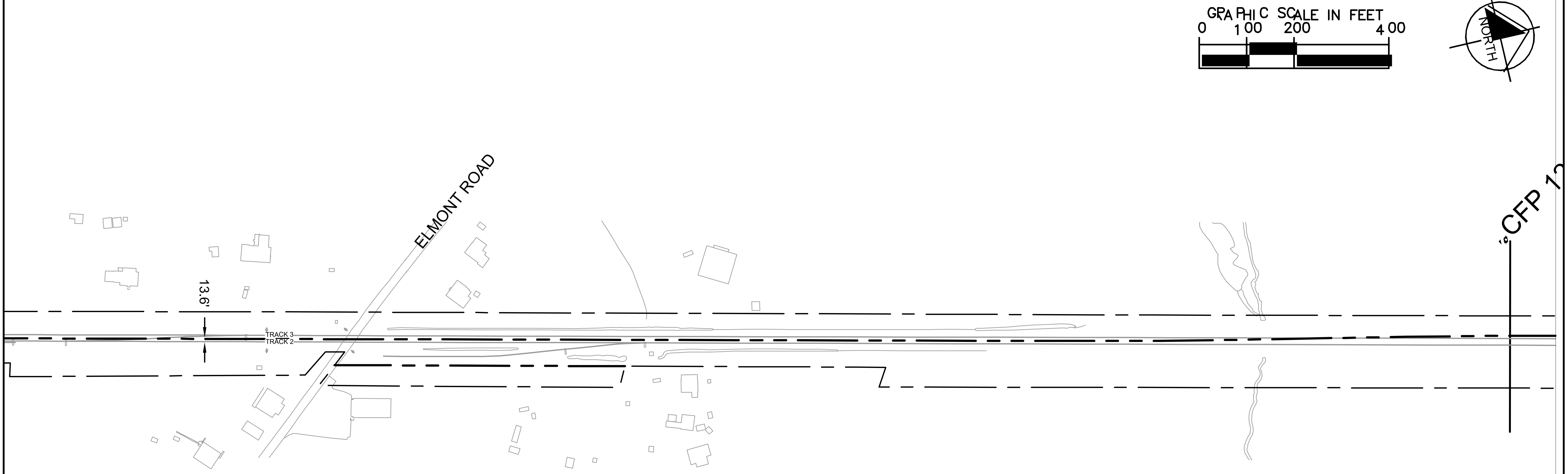

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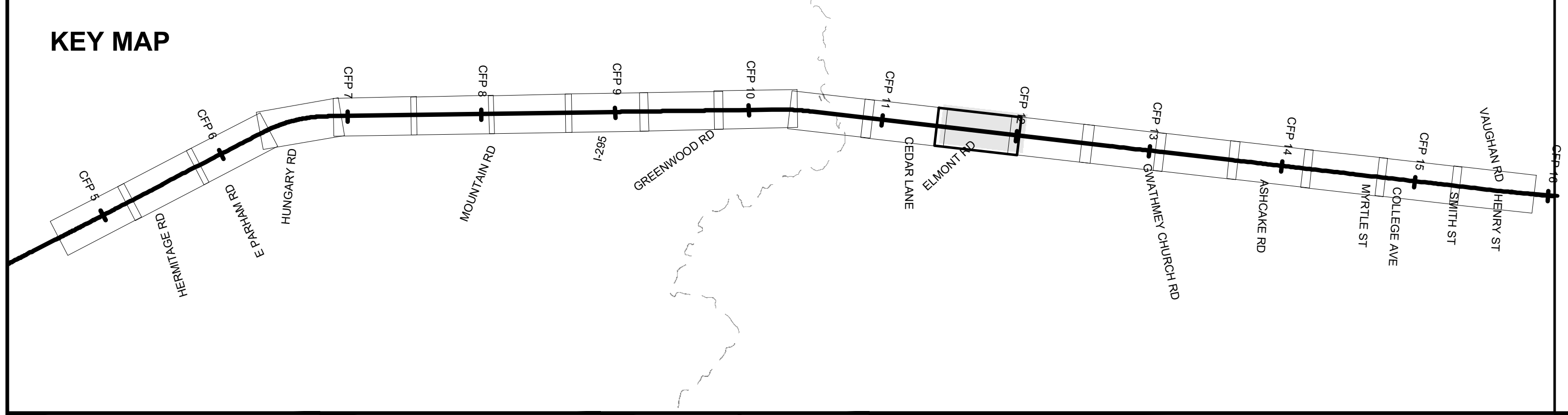
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Hanover County/Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

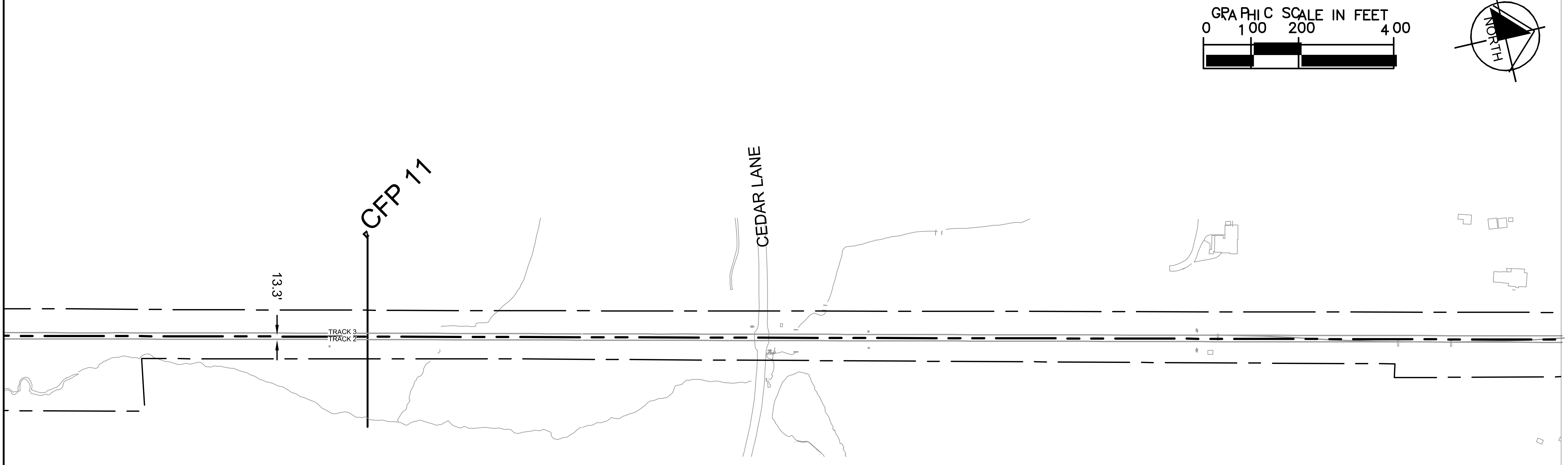
CSXT VAL MAP:V28661

DATE: 3/16/2021

SHEET
EV-203
OF
EV-283

Mar. 16 2021 08:31 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R13_XR to GN - South Zone\CAD\Sheets\Railplots\R13S_xS-Railplot.dwg By: Chloe.Harwood

Exhibit B



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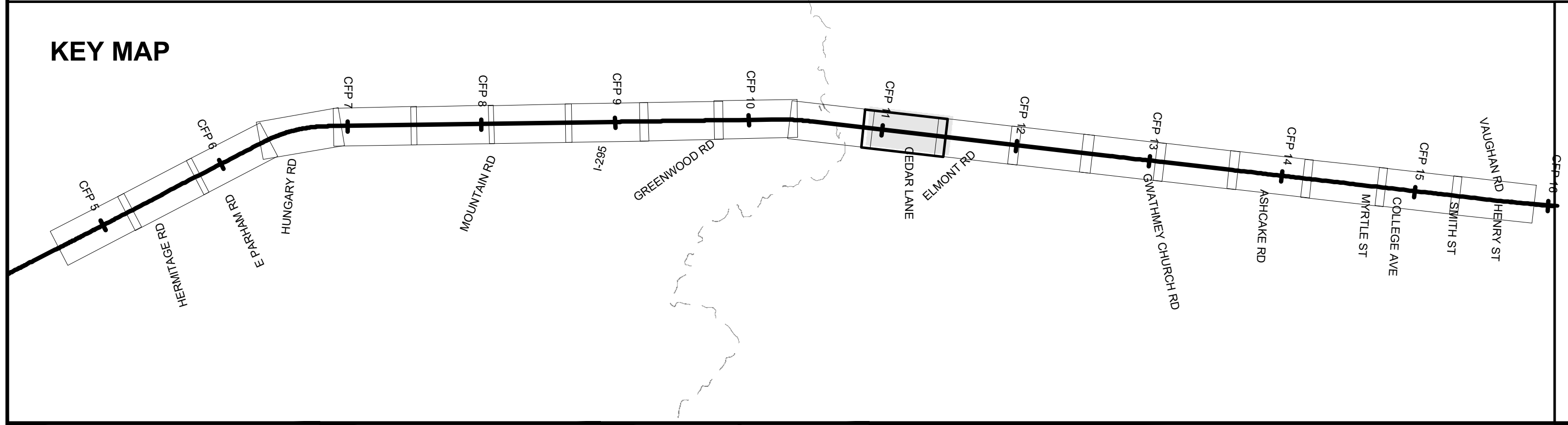
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ ─ ─ ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
--------	SHIFTED TRACK		
── ─ ──	CSXT ROW		

JURISDICTION: Hanover County/Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28661

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-204
OF
EV-283

Mar. 16 2021 08:31 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\Railplots\R13S_xS–Railplot.dwg By: Chloe.Harwood

FD 36544

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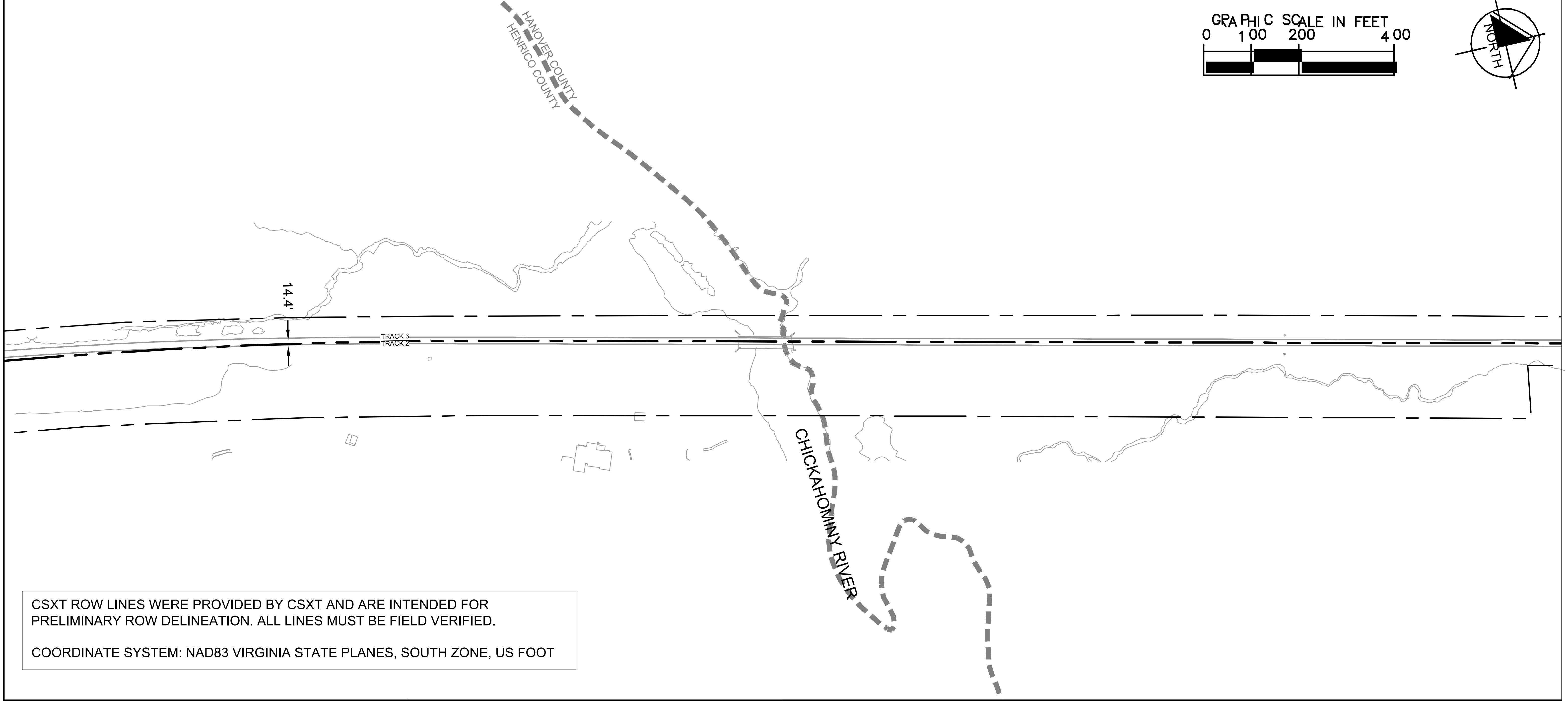
Exhibit B



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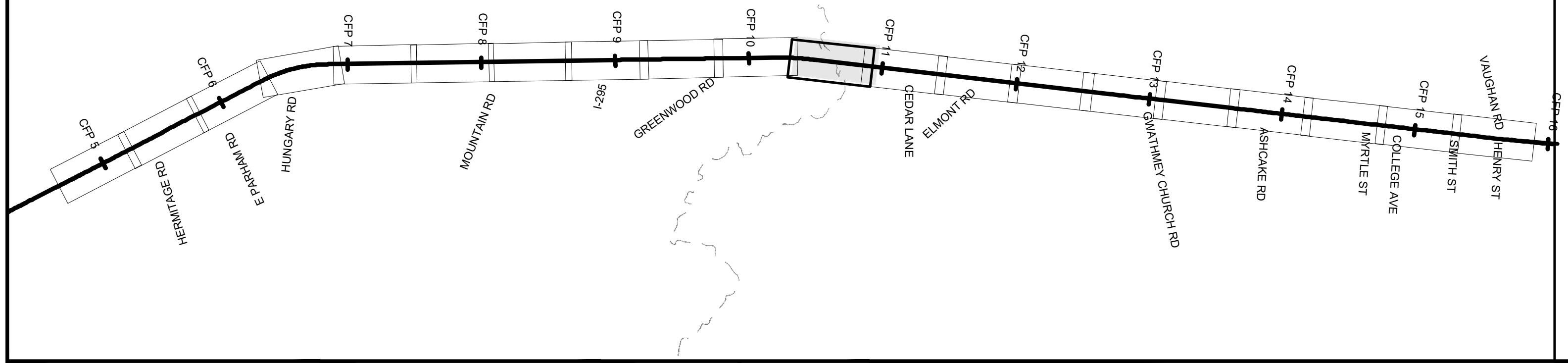
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
--------	SHIFTED TRACK
── - ──	CSXT ROW
── - - ──	CSXT-DRPT DELINEATION
■ ■ ■ ■	JURISDICTION LINE (FROM GIS)

JURISDICTION: Hanover County/Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28661

DATE: 3/16/2021

SHEET
EV-205
OF
EV-283

Mar, 16 2021 08:31 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\Railplots\R13S_xS–Railplot.dwg By: Chloe.Harwood

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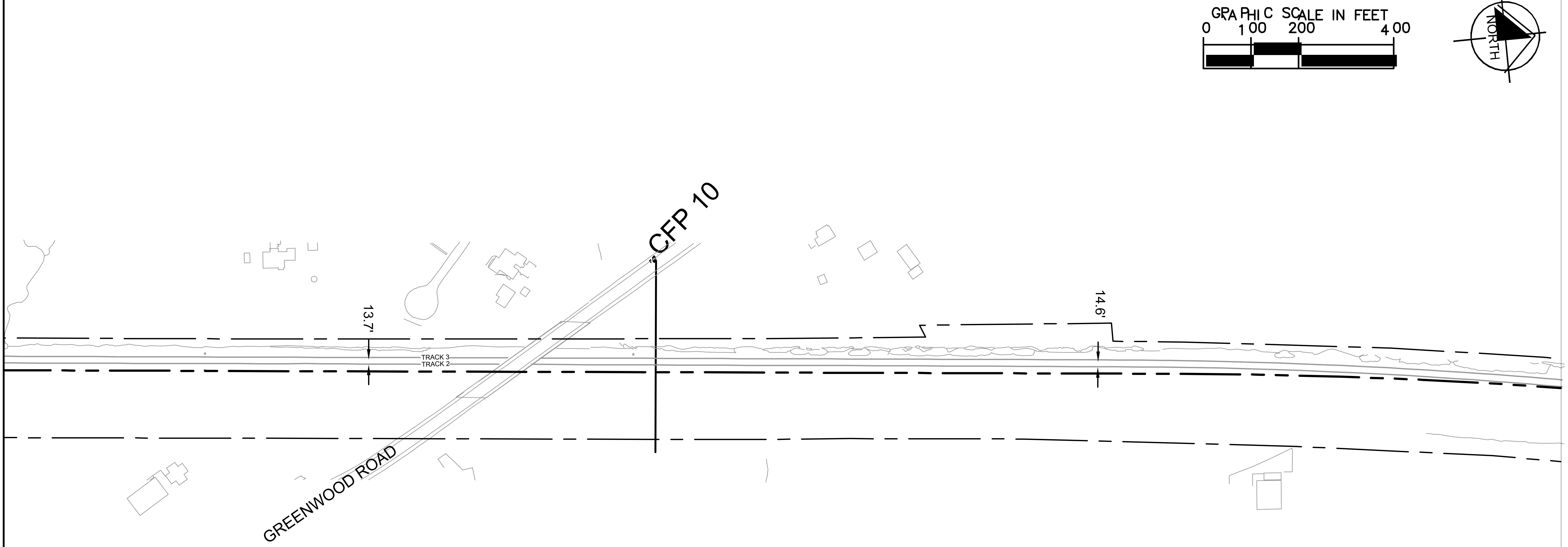

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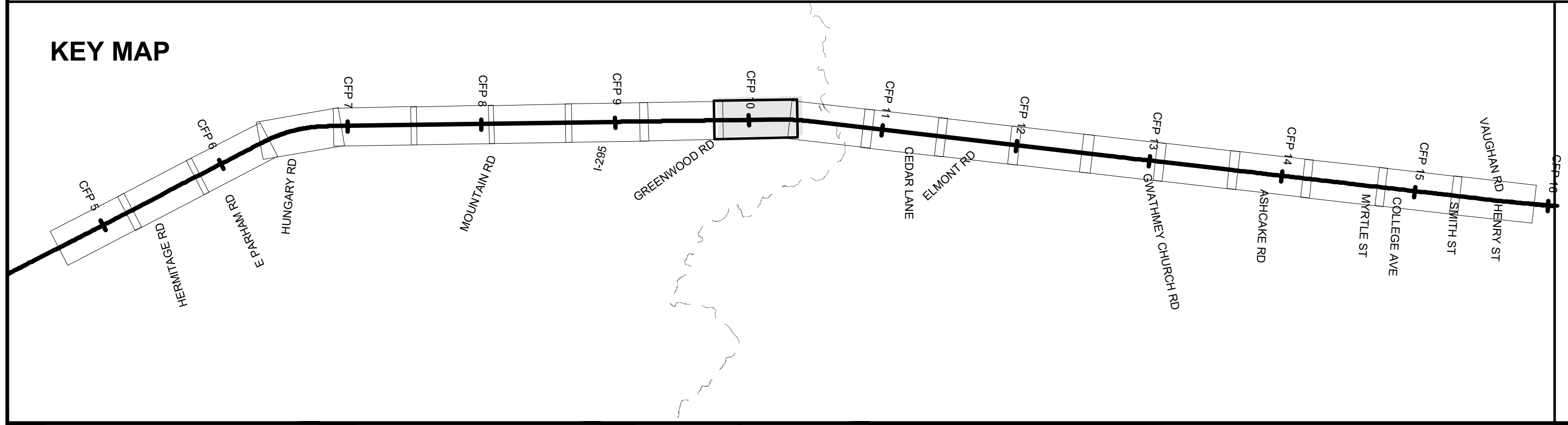
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - - - - -	SHIFTED TRACK
── - ──	CSXT ROW
── - - - ──	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28658

DATE: 3/16/2021

SHEET
EV-206
OF
EV-283

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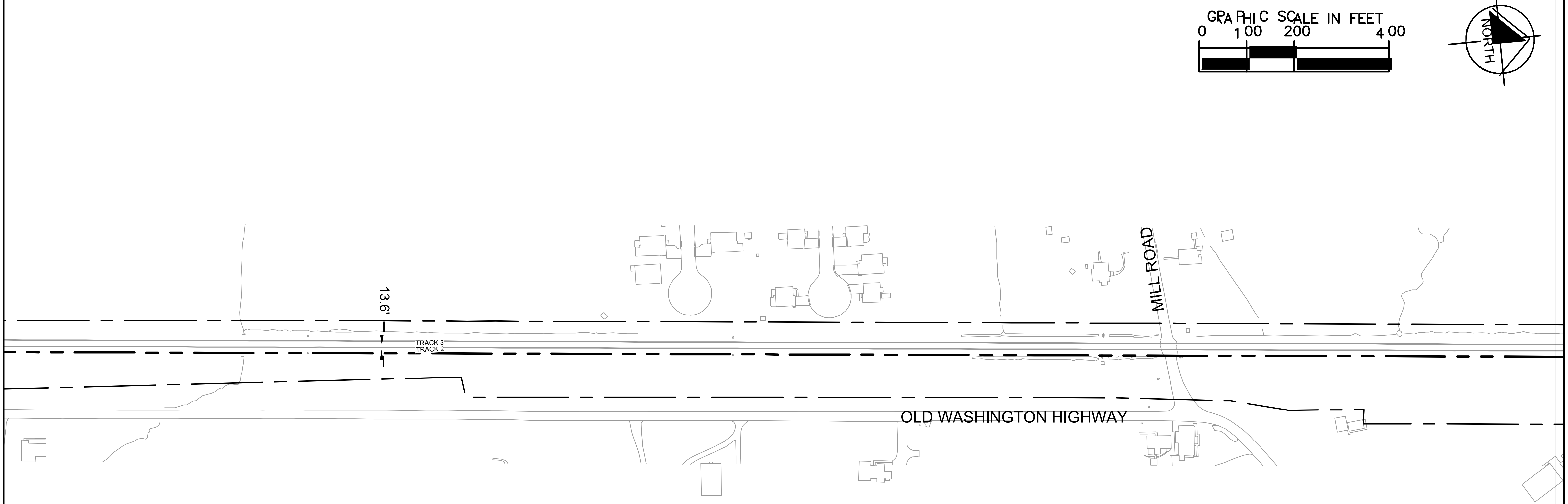
Exhibit B



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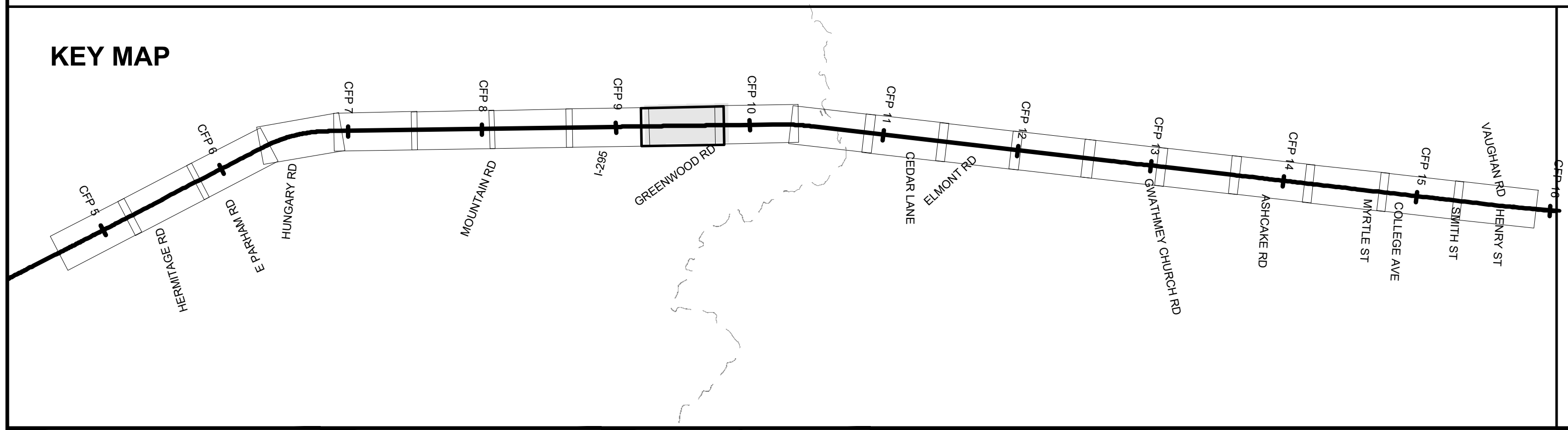
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
--------	SHIFTED TRACK
── - ──	CSXT ROW
━ - - ━	CSXT-DRPT DELINEATION
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

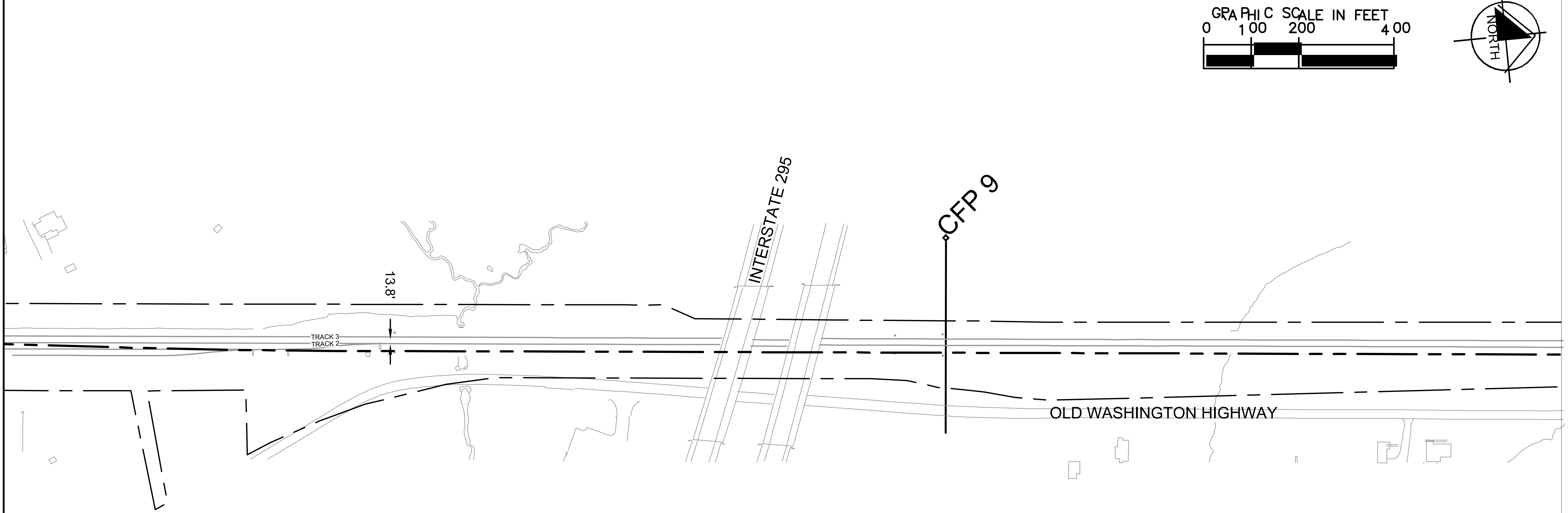
CSXT VAL MAP:V28658

DATE: 3/16/2021

SHEET EV-207 OF EV-283

Mar. 16 2021 08:32 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\Railplots\R13S_xS–Railplot.dwg By: Chloe.Harwood

Exhibit B



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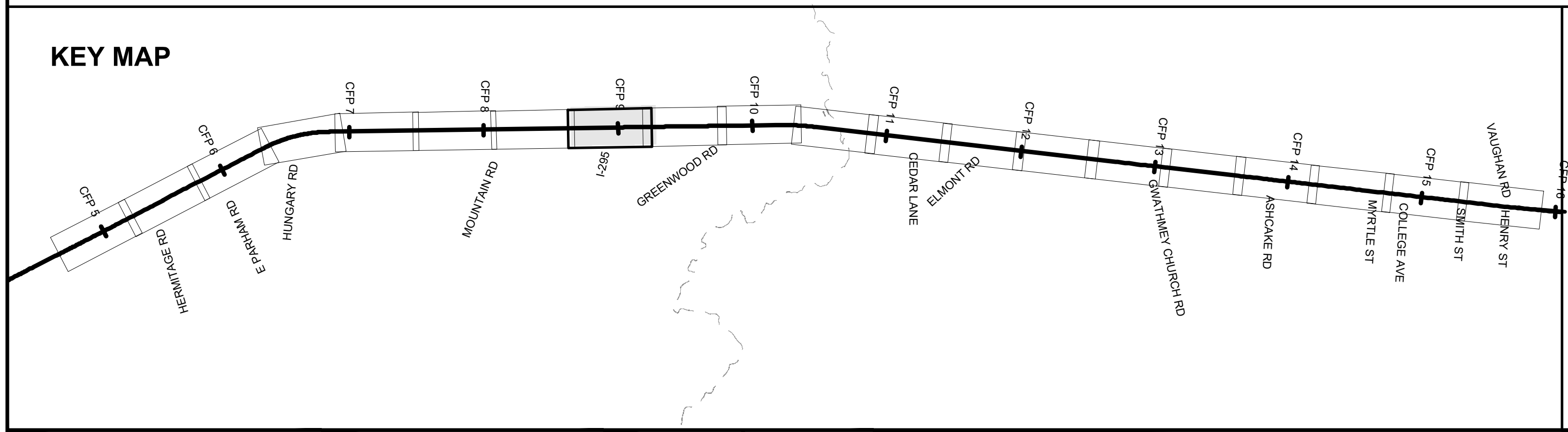
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
--------	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

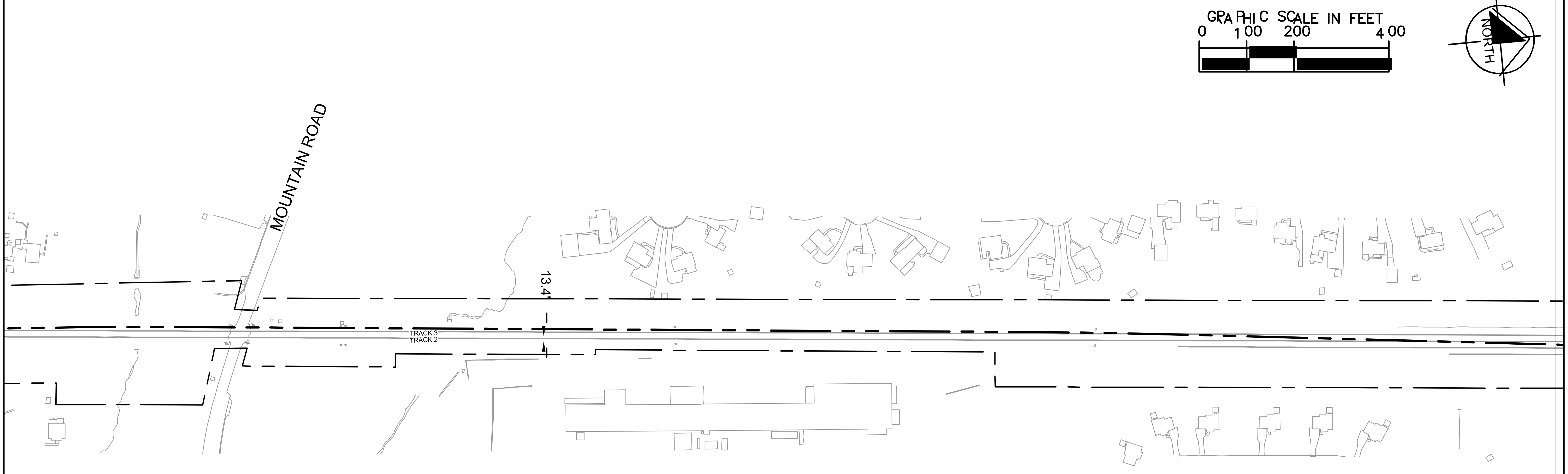
CSXT VAL MAP:V28658

DATE: 3/16/2021

SHEET
EV-208
OF
EV-283

Mar. 18 2021 08:32 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R13_VR to GN – South Zone\CAD\Sheets\Railplots\R13_v3–Railplot.dwg By: Chiles.Harwood

Exhibit B



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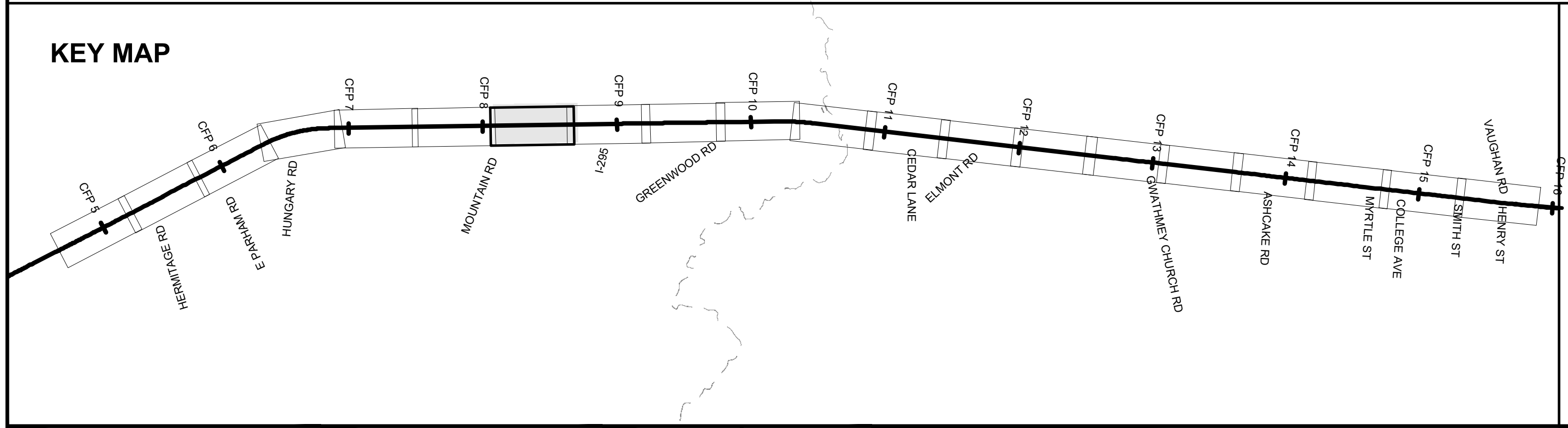
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
--------	SHIFTED TRACK
— - —	CSXT ROW
— - - -	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

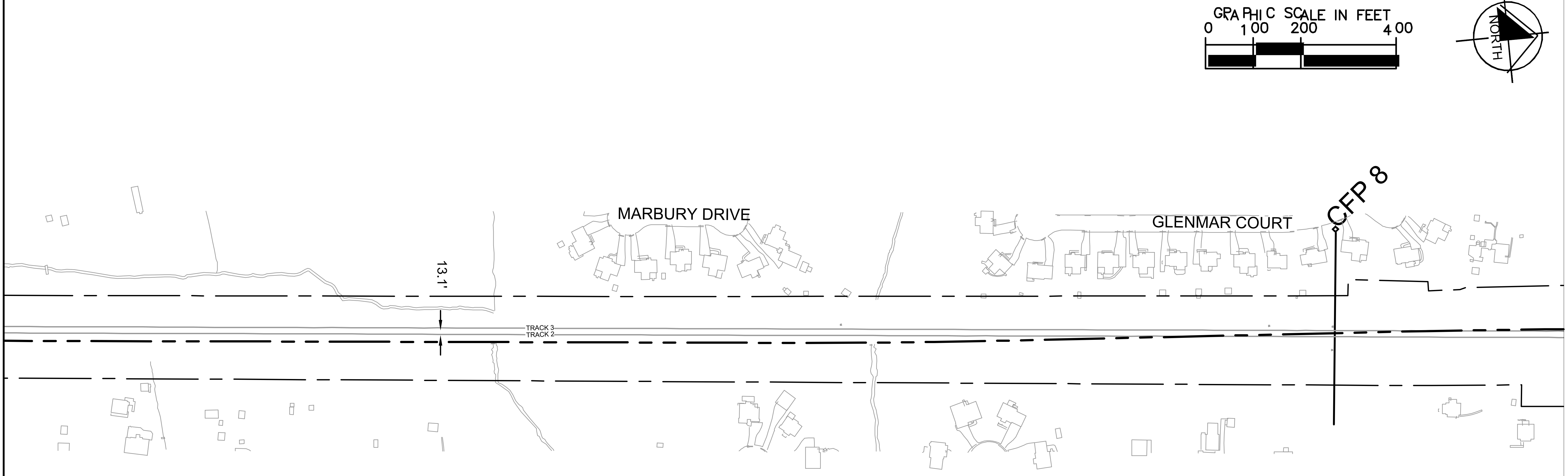
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28658

DATE: 3/16/2021

SHEET
EV-209
OF
EV-283

Exhibit B



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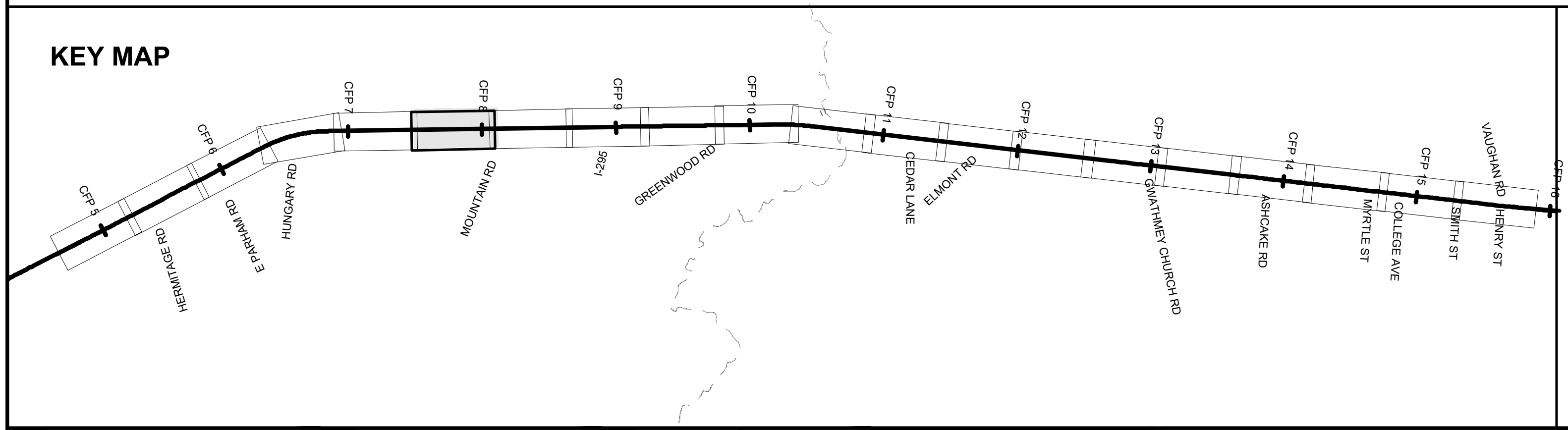
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

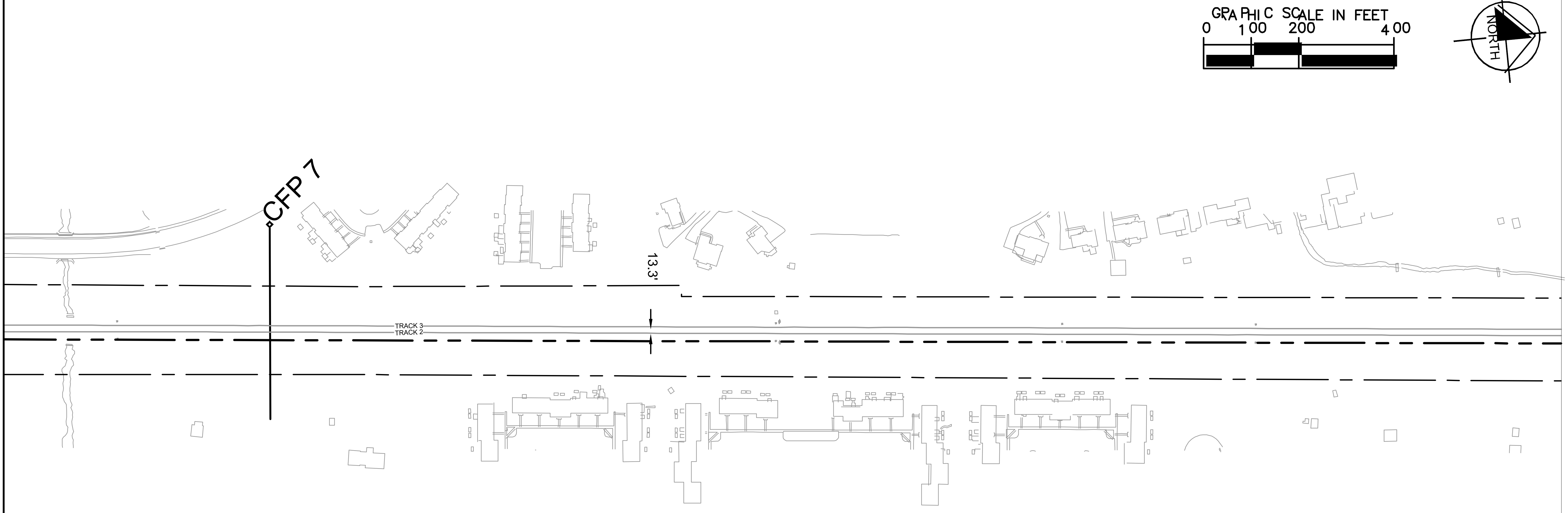
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28657

DATE: 3/16/2021

SHEET
EV-210
OF
EV-283

Mar. 16 2021 08:32 am K:\VVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - South Zone\CAD\Sheets\Railplots\R13S_x3-Railplot.dwg By: Chloe.Harwood



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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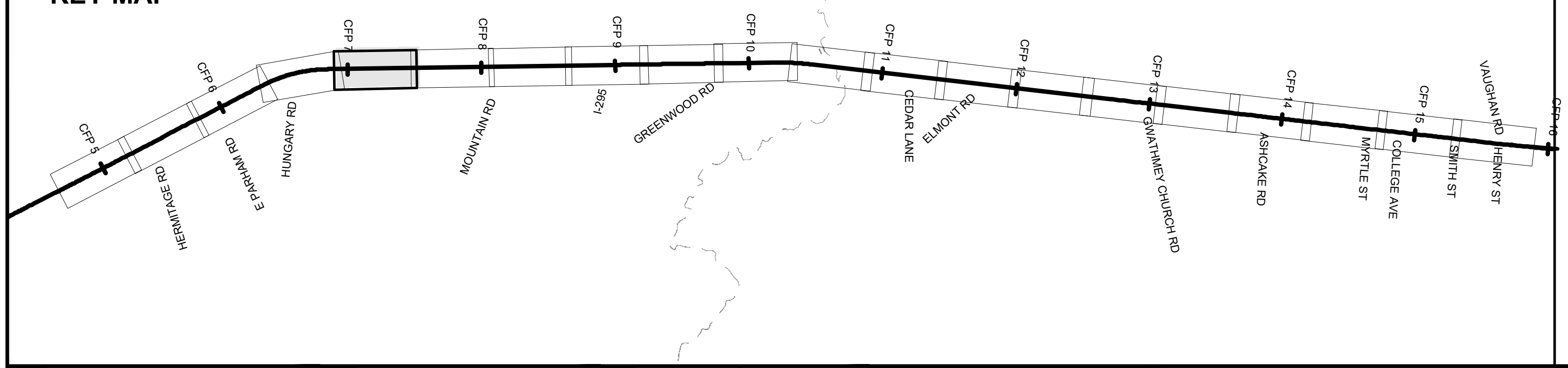

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———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
--------	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

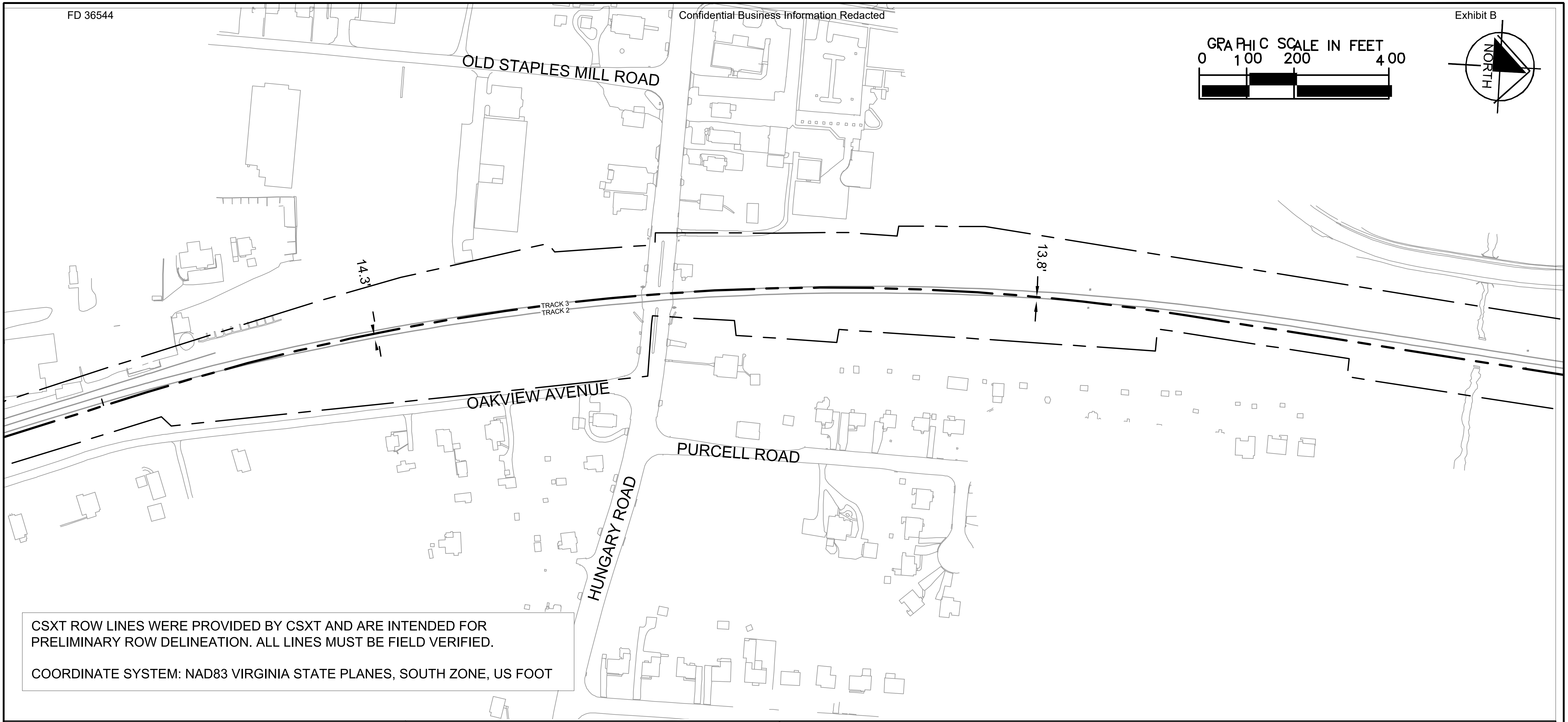
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28657

DATE: 3/16/2021

SHEET
EV-211
OF
EV-283

Mar. 16 2021 08:32 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\Railplots\R13S_xS–Railplot.dwg By: Chloe.Harwood



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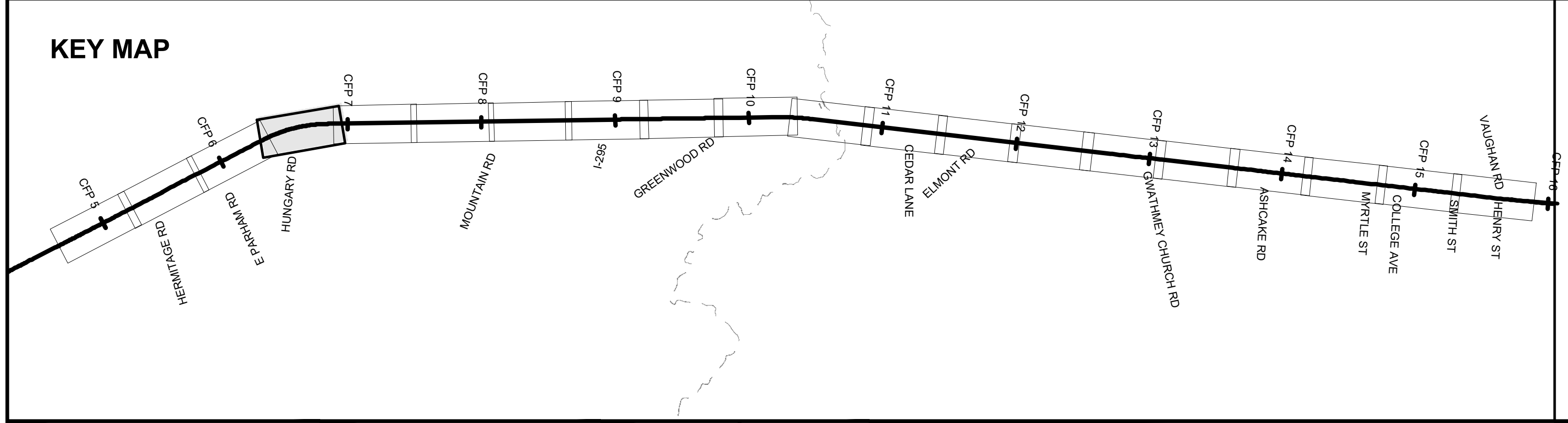
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



——— EXISTING TRACK

——— PROPOSED TRACK

-------- SHIFTED TRACK

—— - —— CSXT ROW

— — — — CSXT-DRPT DELINEATION

▬ ▬ ▬ ▬ JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28657

DATE: 3/16/2021

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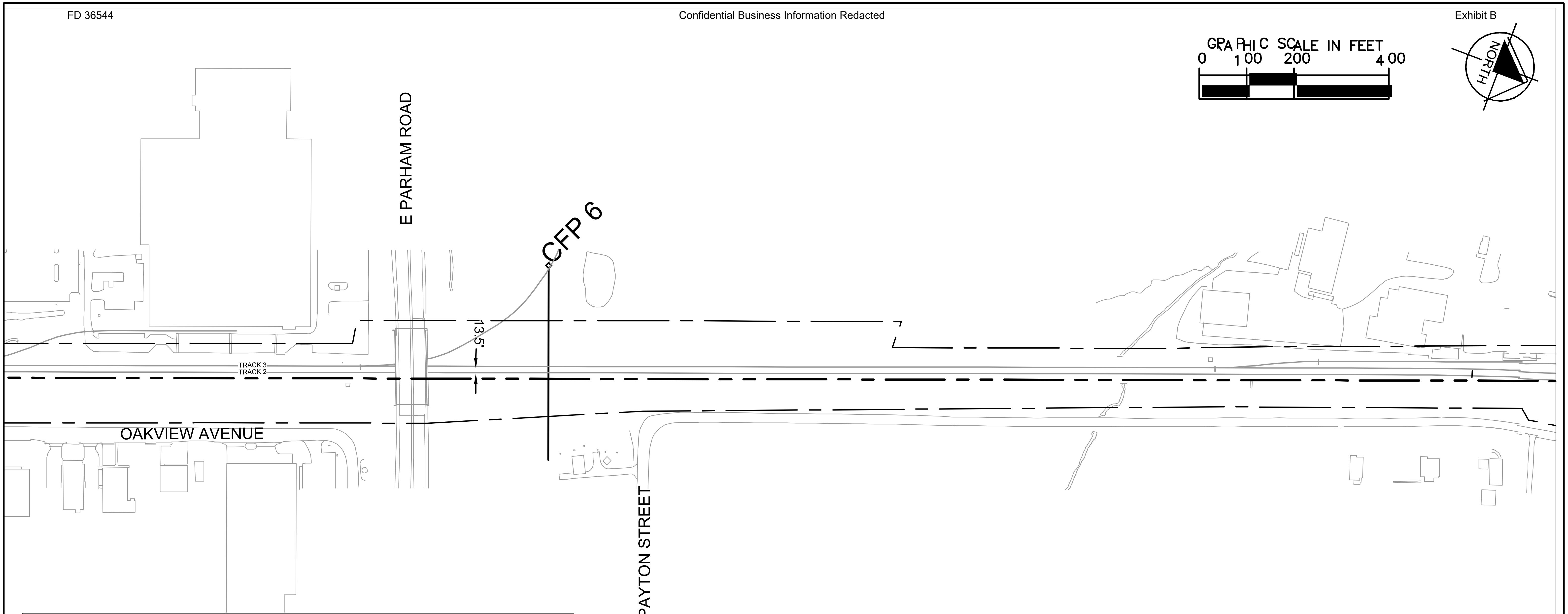

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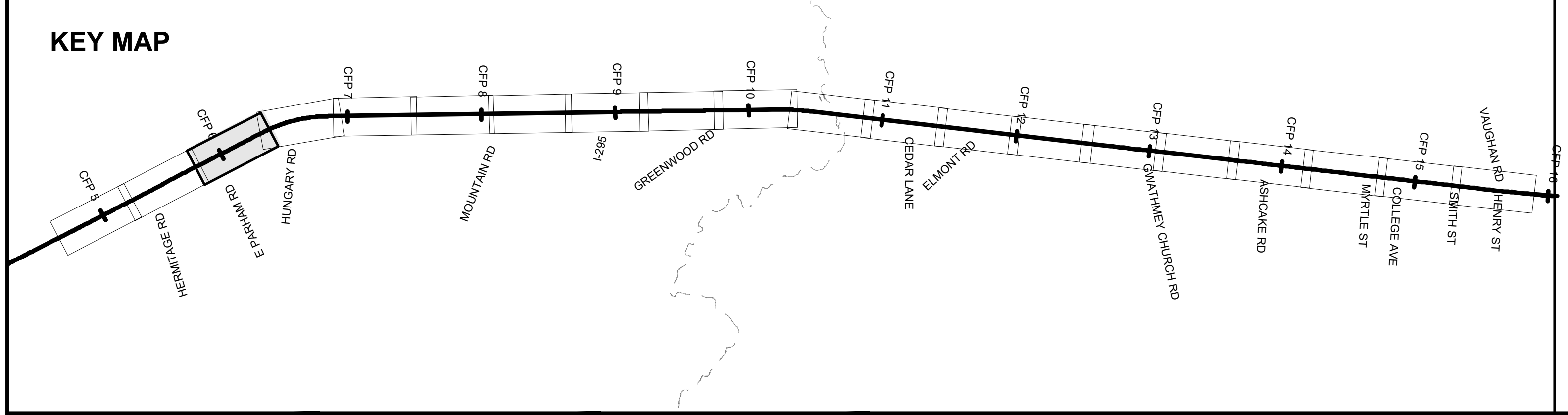
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28656

DATE: 3/16/2021

Kimley»Horn

SHEET EV-213 OF EV-283

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FD 36544

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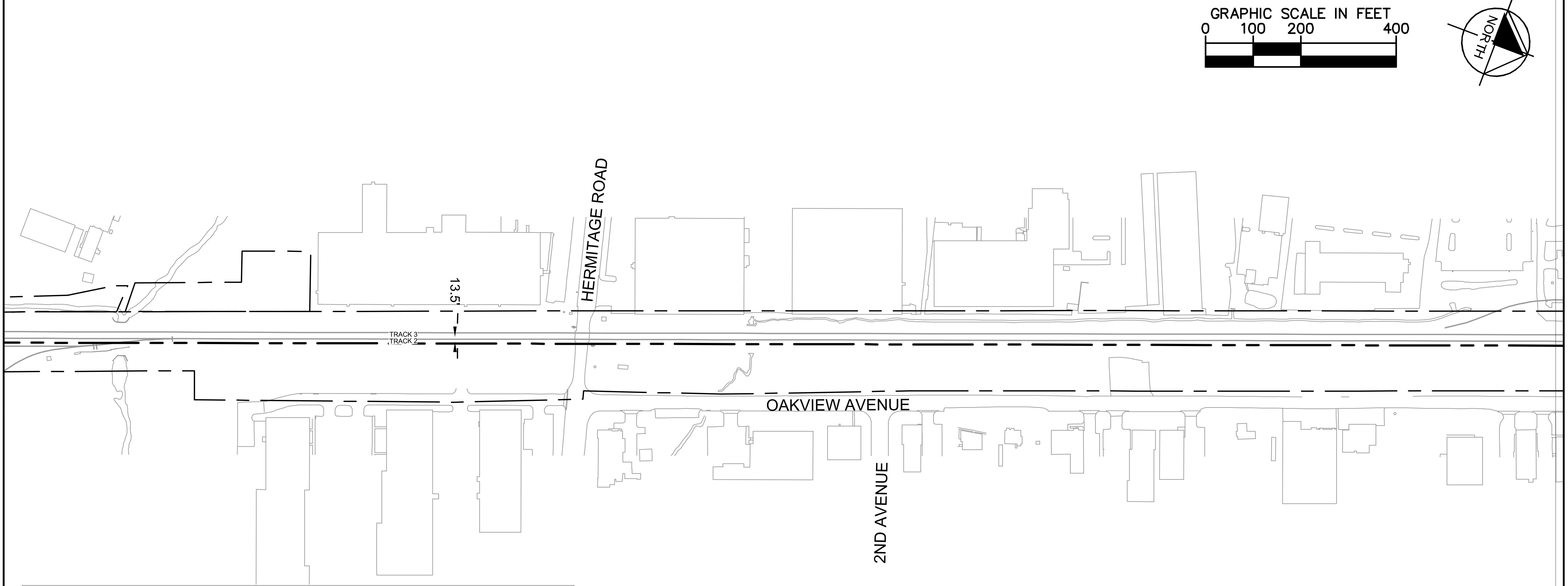
Exhibit B



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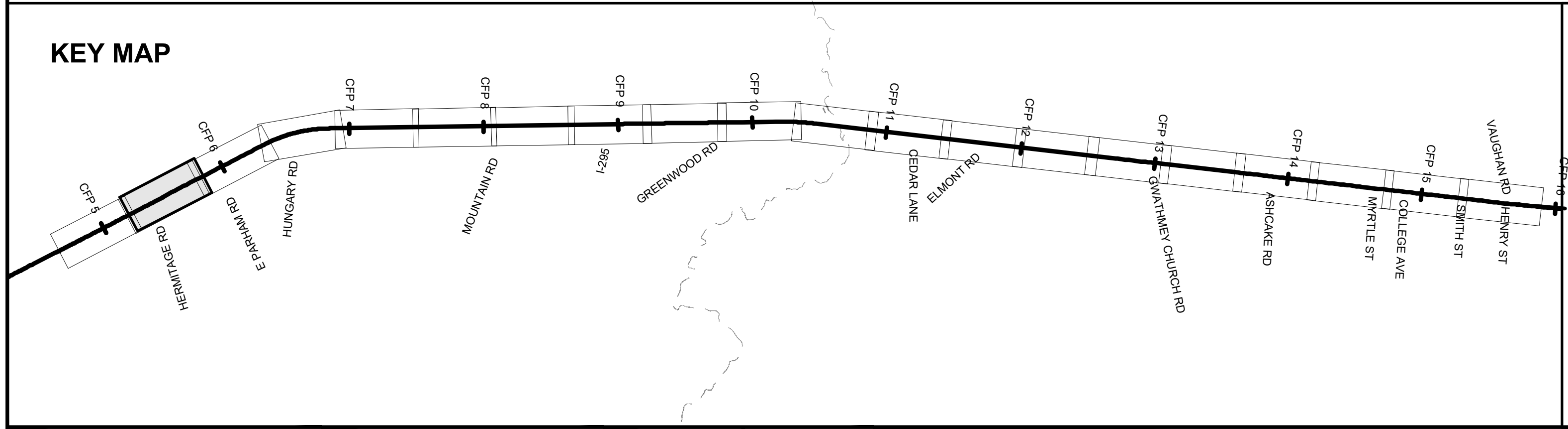
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	── - - ──	CSXT-DRPT DELINEATION
🟥 ───	PROPOSED TRACK	▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
── - ──	CSXT ROW		

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28656

DATE: 3/16/2021

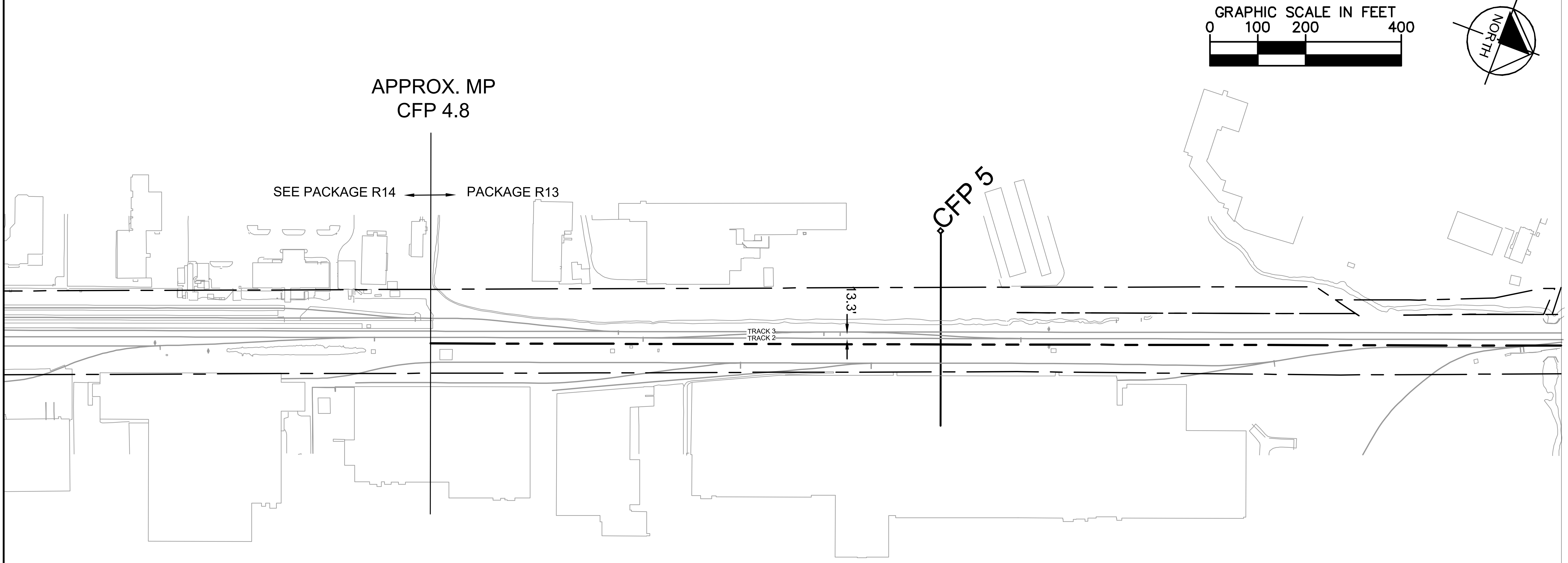
Kimley»Horn

SHEET
EV-214
OF
EV-283

FD 36544

Confidential Business Information Redacted

Exhibit B



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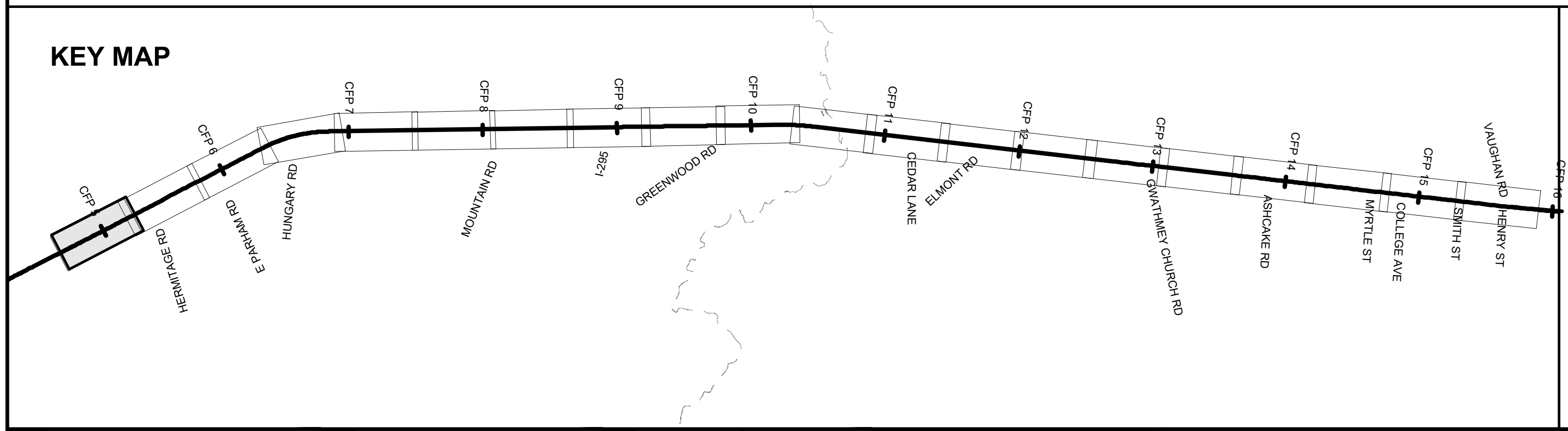
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
--------	SHIFTED TRACK		
── ‑ ──	CSXT ROW		

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28656

DATE: 3/16/2021

SHEET
EV-215
OF
EV-283

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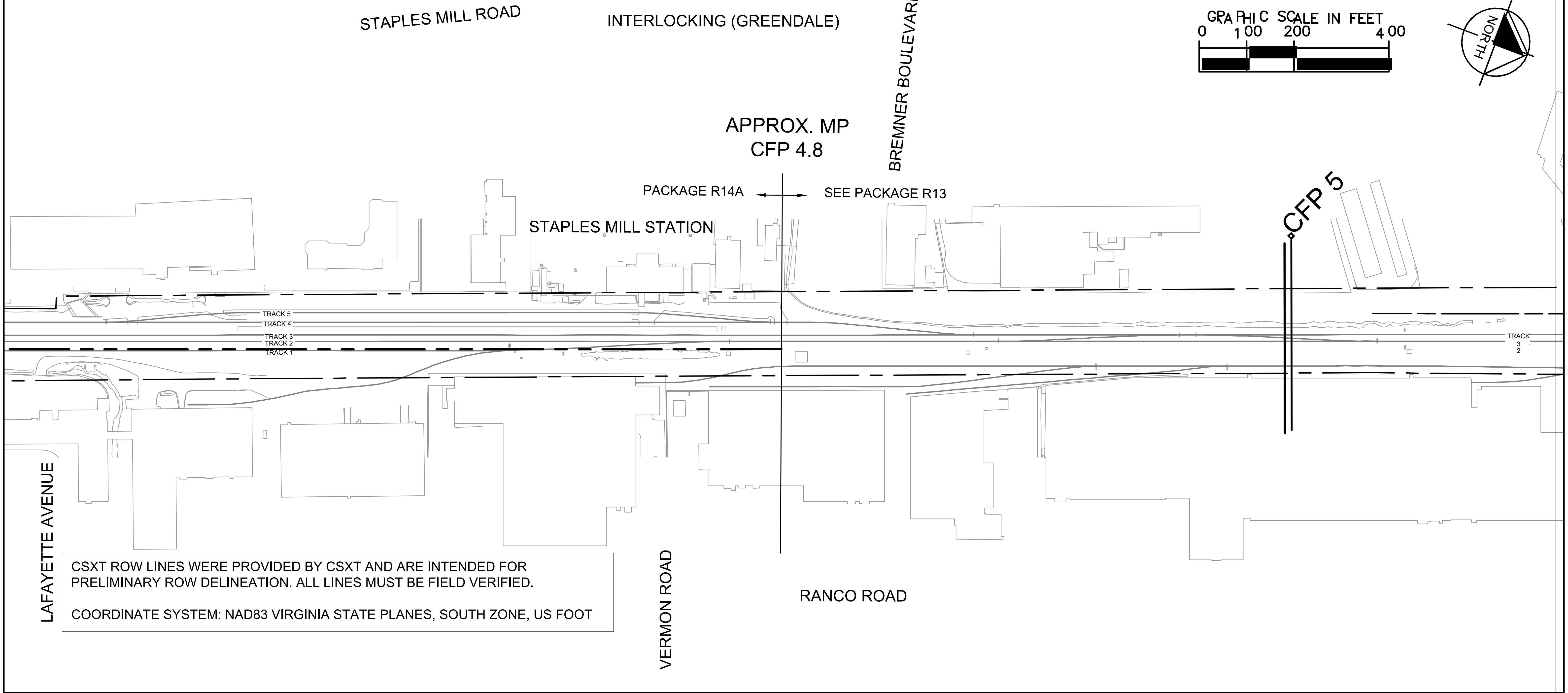

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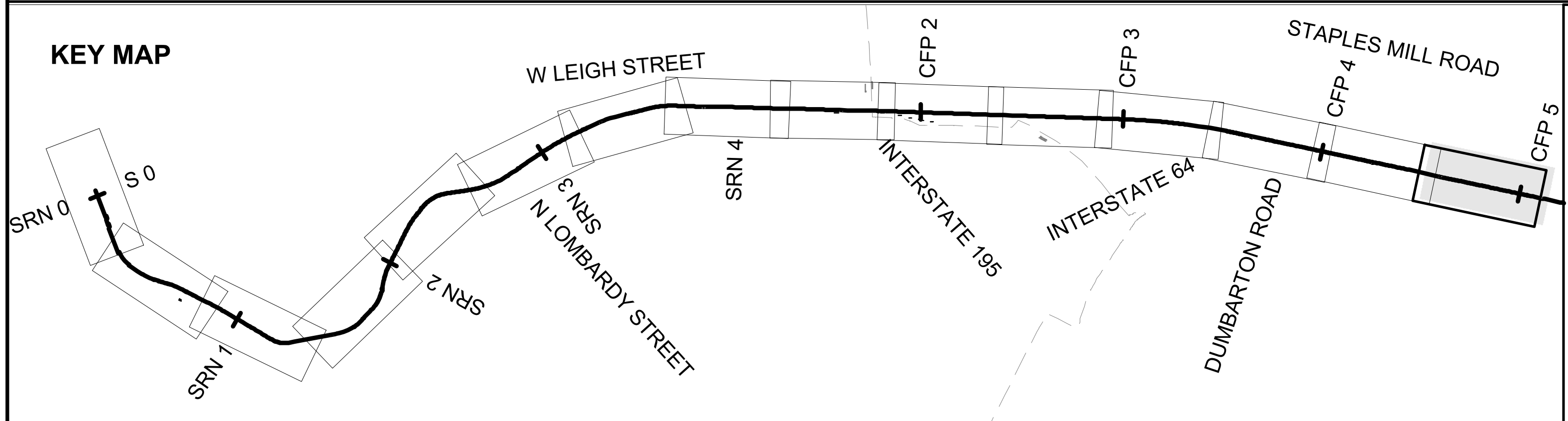
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	▬ ▬ ▬	CSXT-DRPT DELINEATION
──	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
── - ──	CSXT ROW		

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

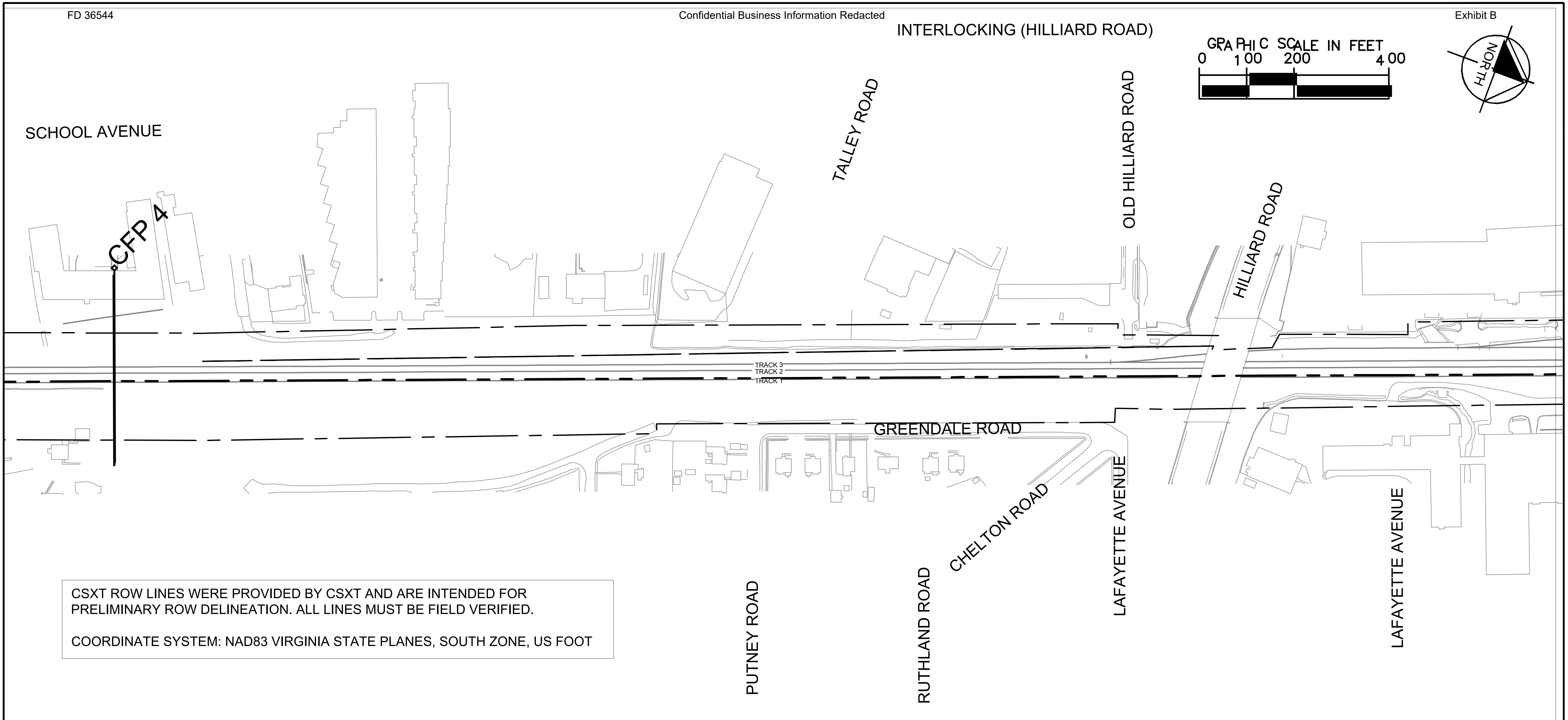
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28656

DATE: 3/16/2021

SHEET
EV-216
OF
EV-283

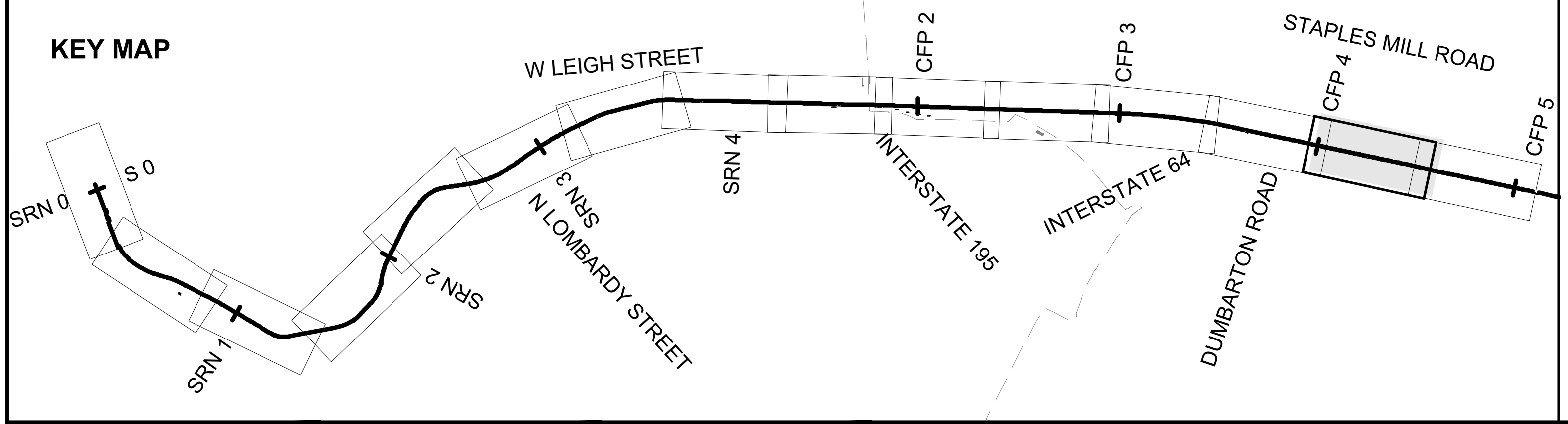
Mar. 16 2021 03:00 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jom.mata



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK	─ ─ ─	CSXT-DRPT DELINEATION
──	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
── ─ ──	CSXT ROW		

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

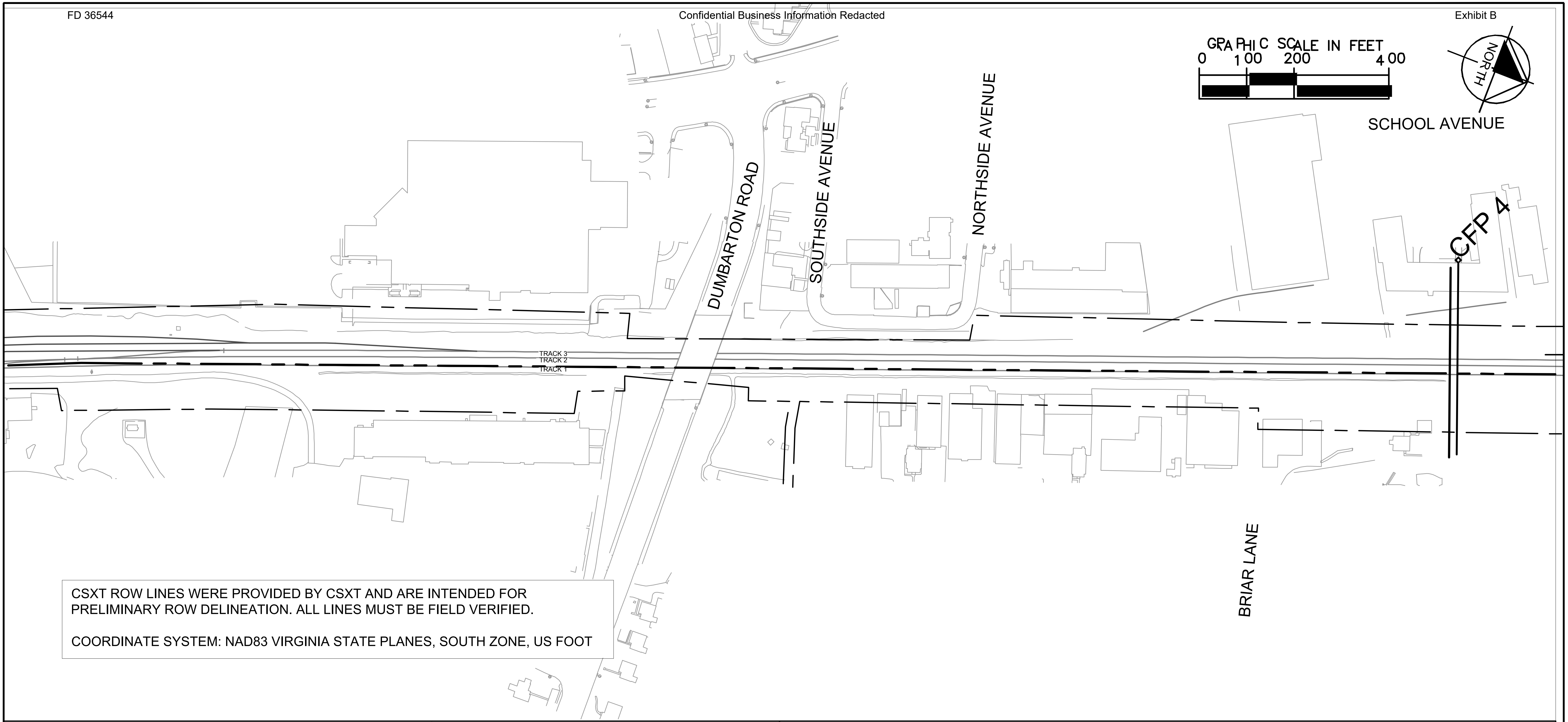
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

DATE: 3/16/2021

Kimley»Horn

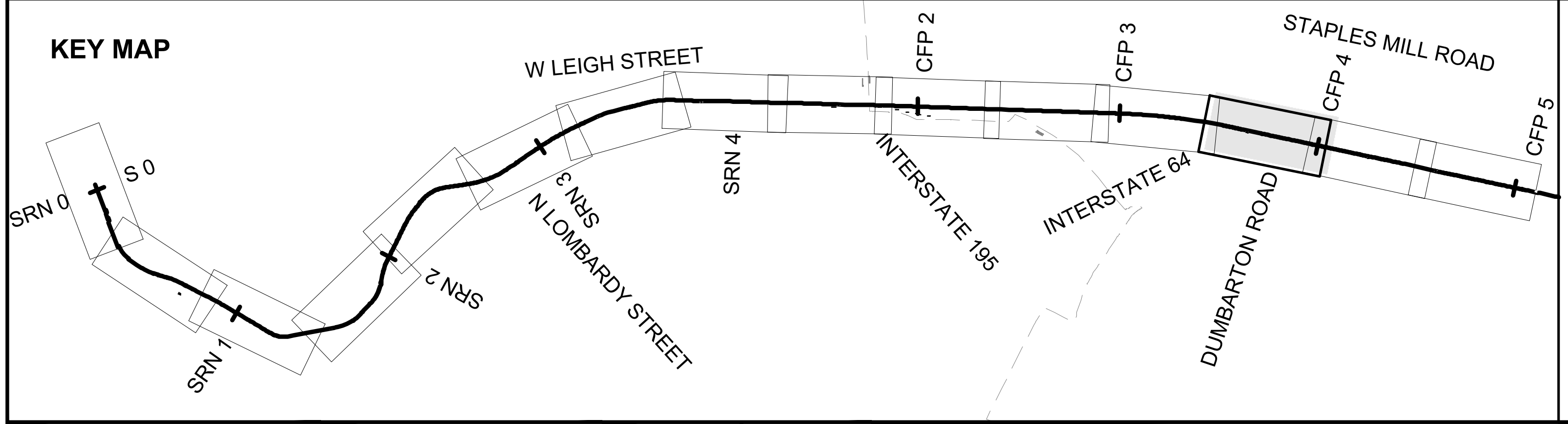
SHEET
EV-217
OF
EV-283



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



— EXISTING TRACK

— PROPOSED TRACK

- - - SHIFTED TRACK

— - — CSXT ROW

— - - - CSXT-DRPT DELINEATION

▬ ▬ ▬ JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

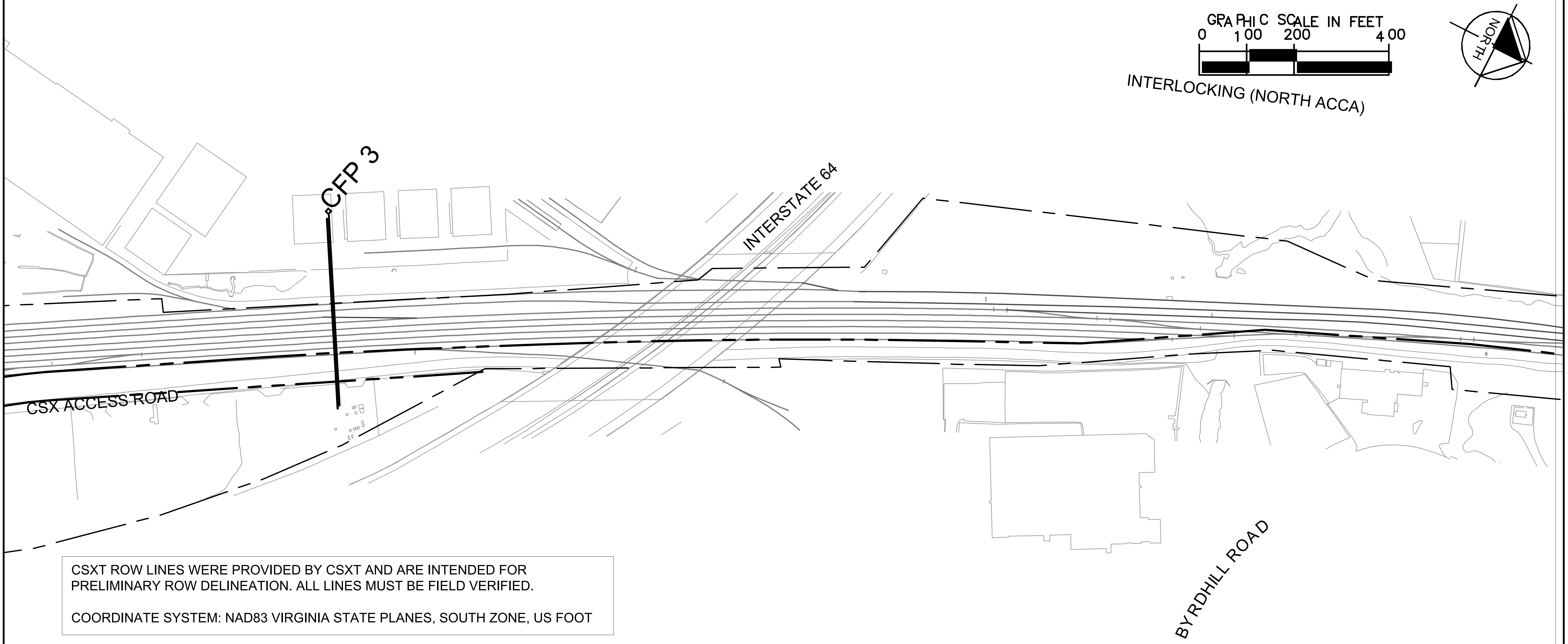
ENHANCED VAL MAPS - DESIGN
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472
DATE: 3/16/2021

SHEET
EV-218
OF
EV-283

Mar. 18 2021 03:00 pm K:\VA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jom.mota

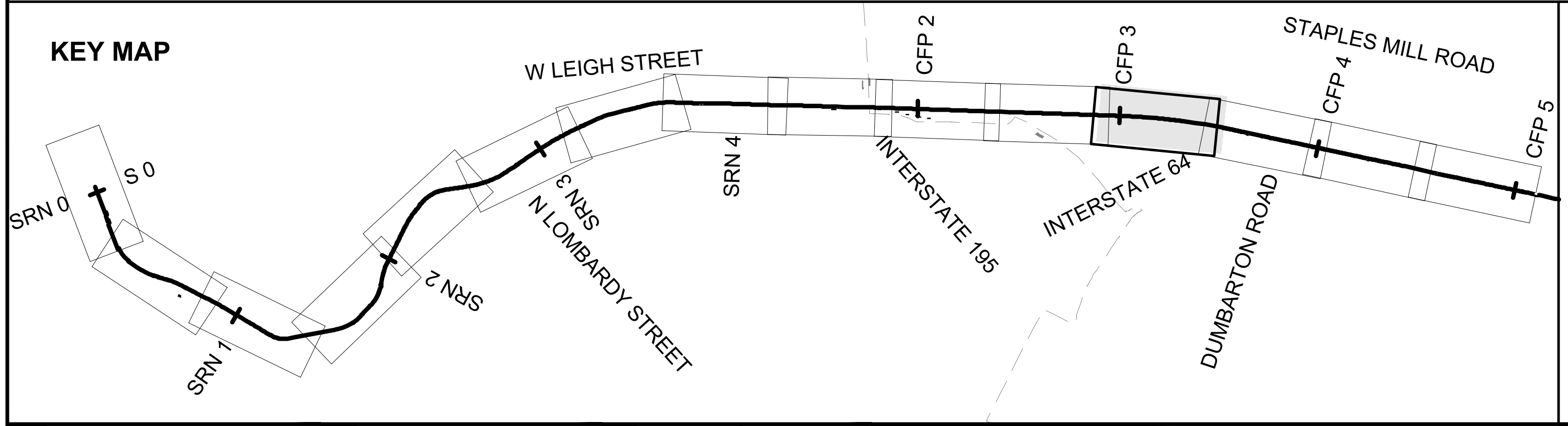
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

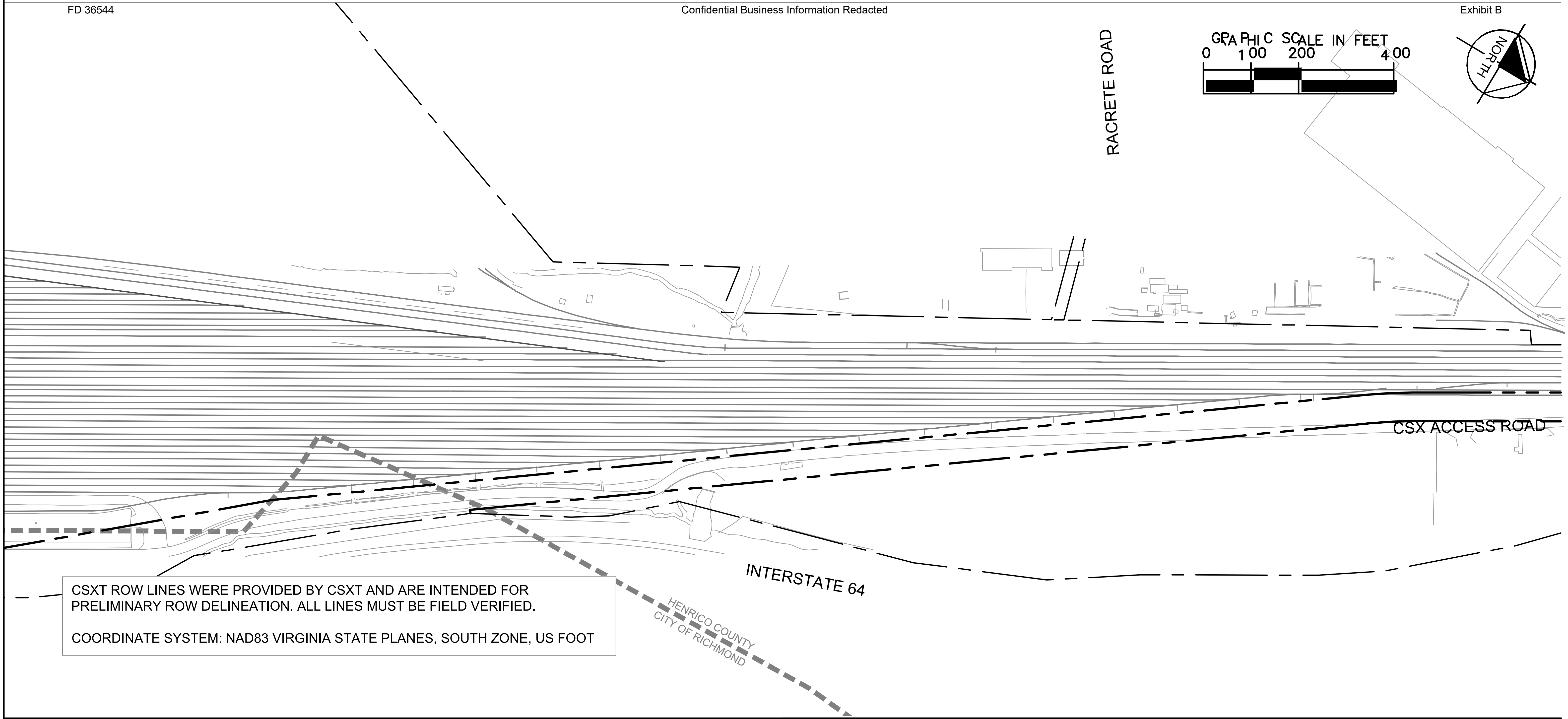
CSXT VAL MAP:V28472

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-219
OF
EV-283

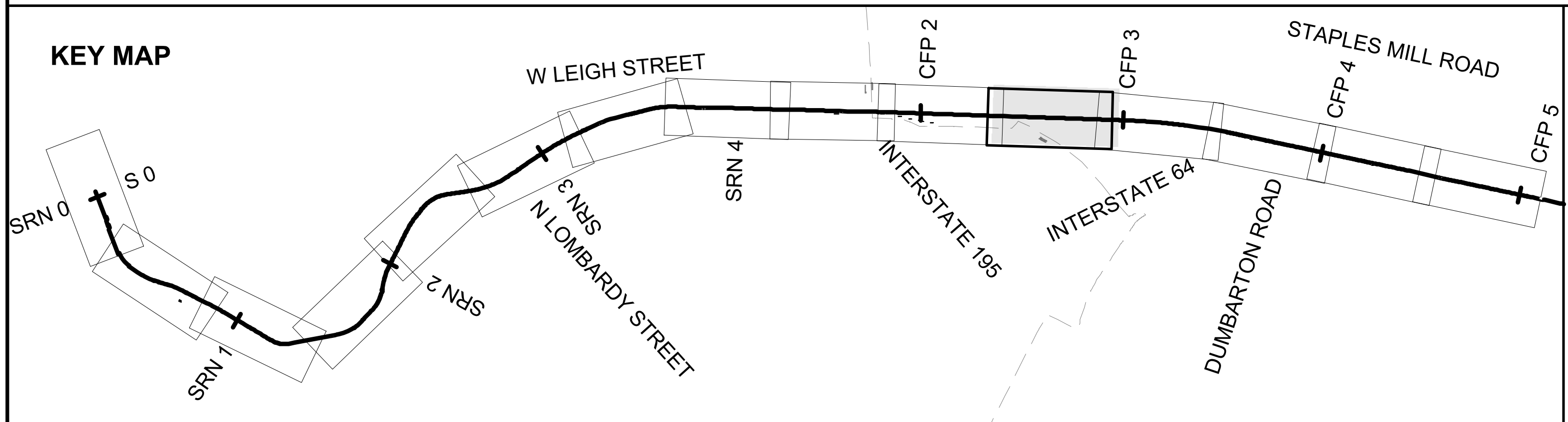
Mar. 18 2021 03:00 pm K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jom.mota



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

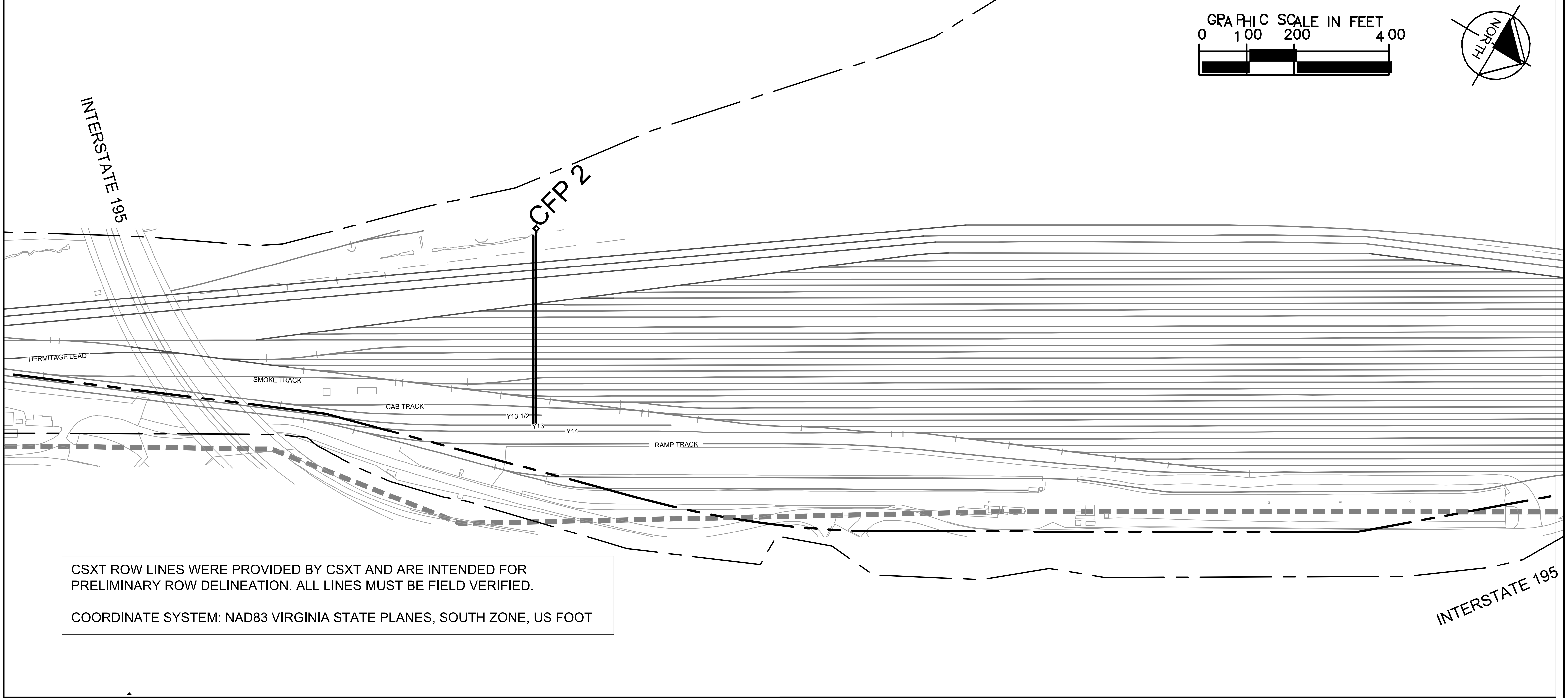
DATE: 3/16/2021

Kimley»Horn

SHEET EV-220 OF EV-283

Mar. 18 2021 03:00 pm K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A--xS--Design.dwg By: jam.mota

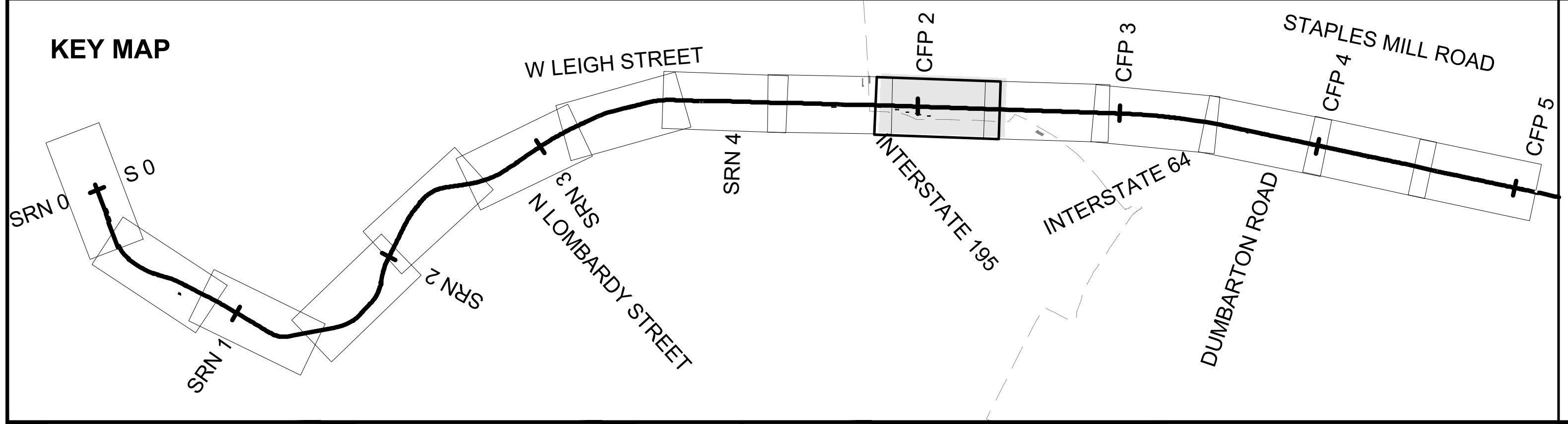
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Henrico County

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

DATE: 3/16/2021

SHEET
EV-221
OF
EV-283

FD 36544

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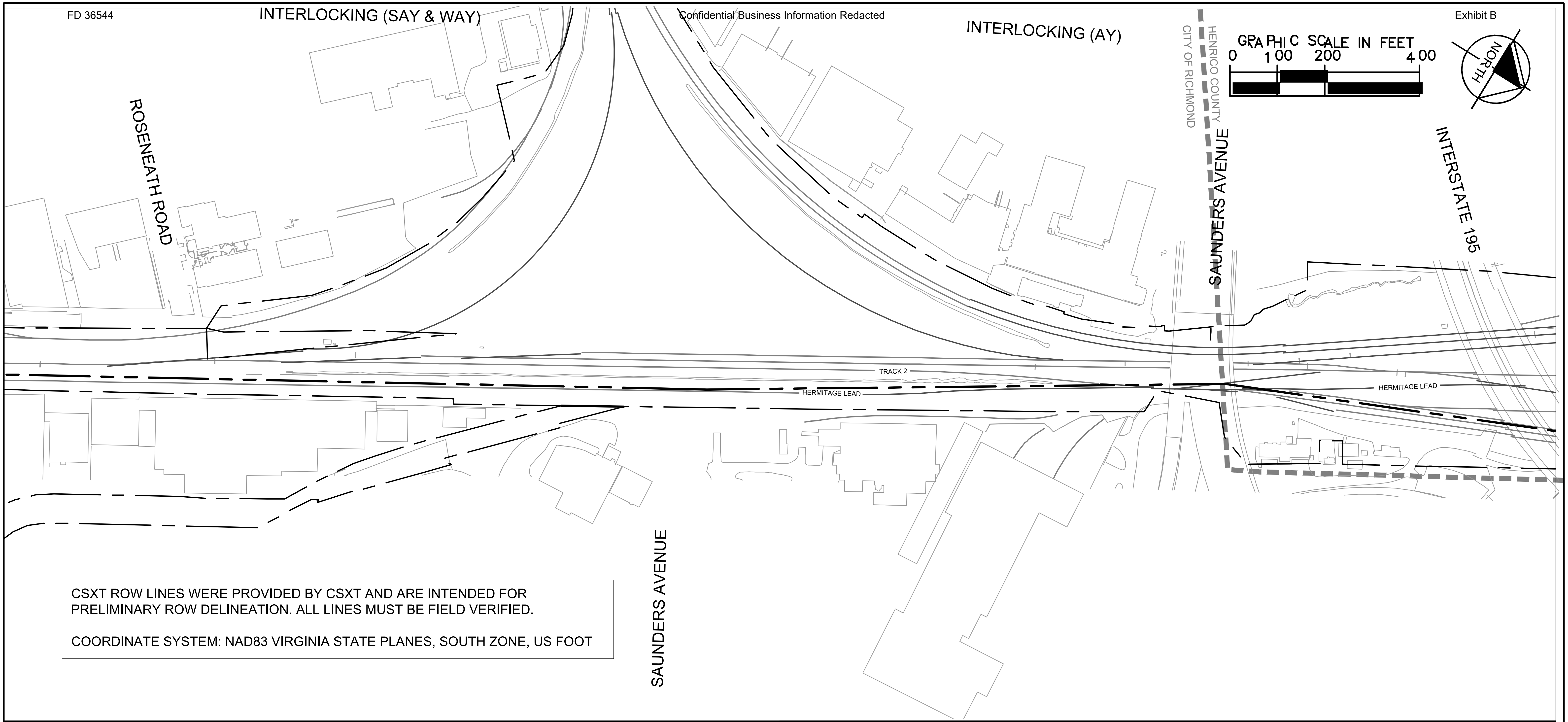
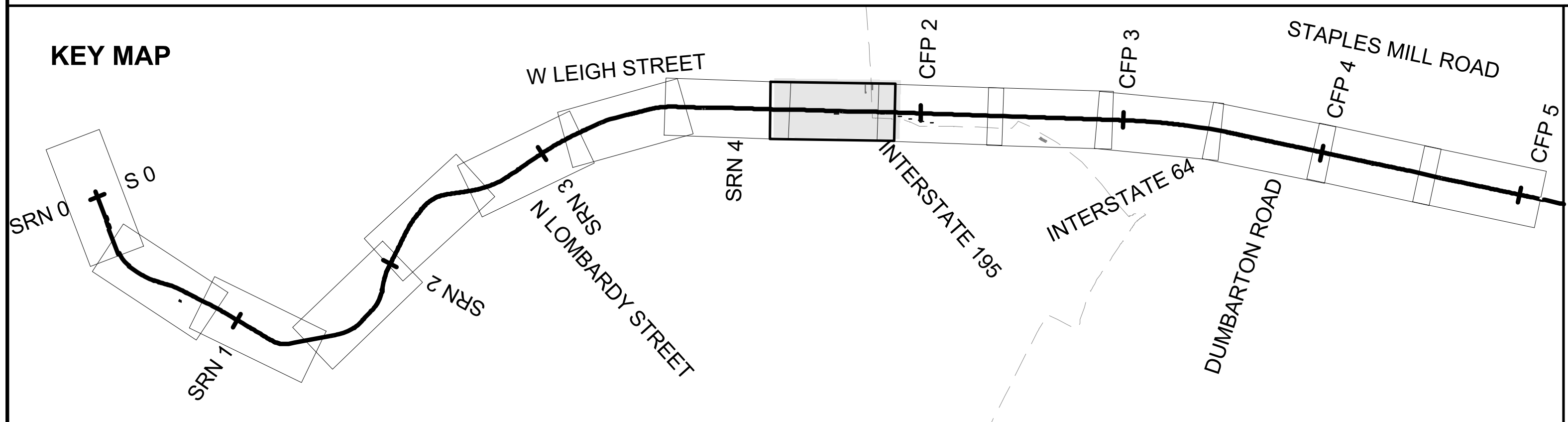
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ ─ ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
── ─ ──	CSXT ROW		

JURISDICTION: City of Richmond/Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

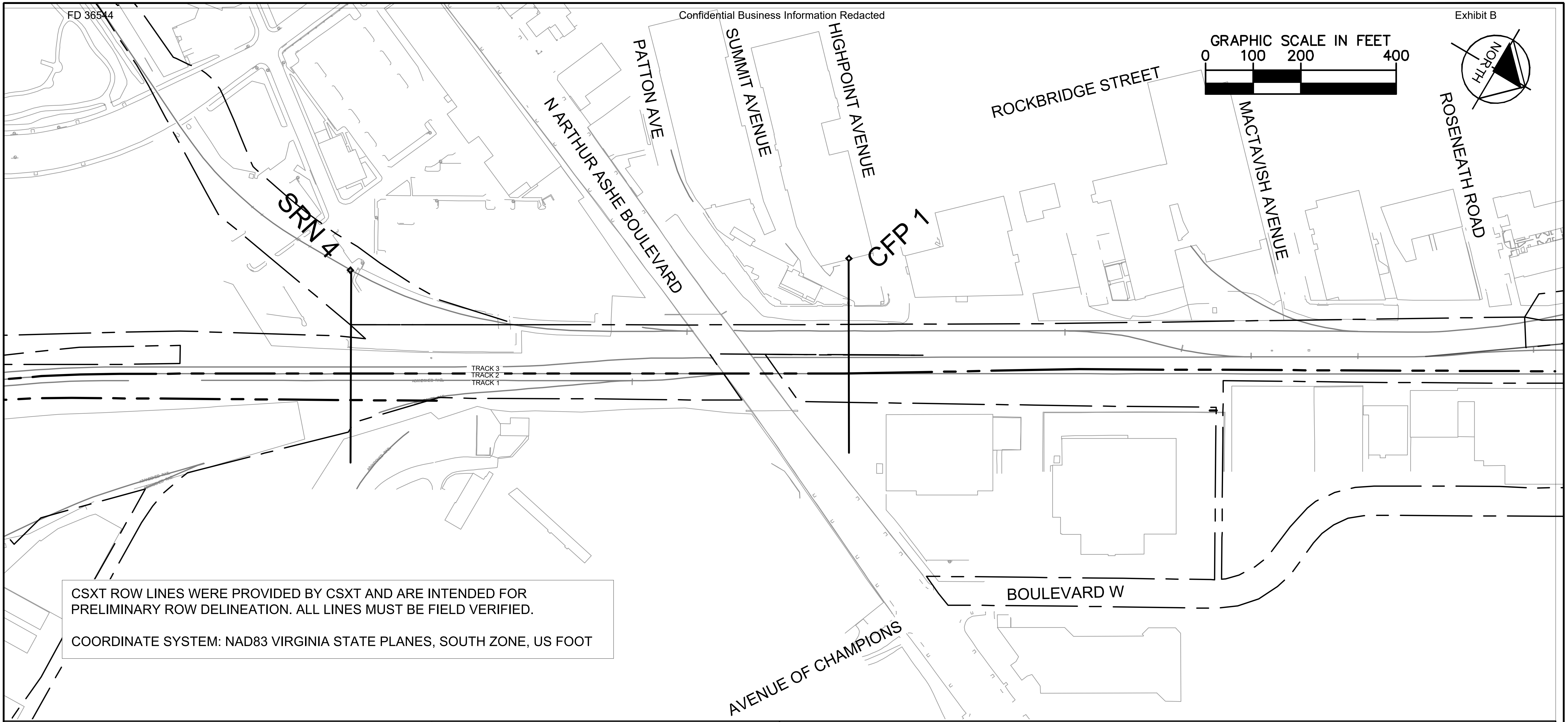
CSXT VAL MAP:V28653

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-222
OF
EV-283

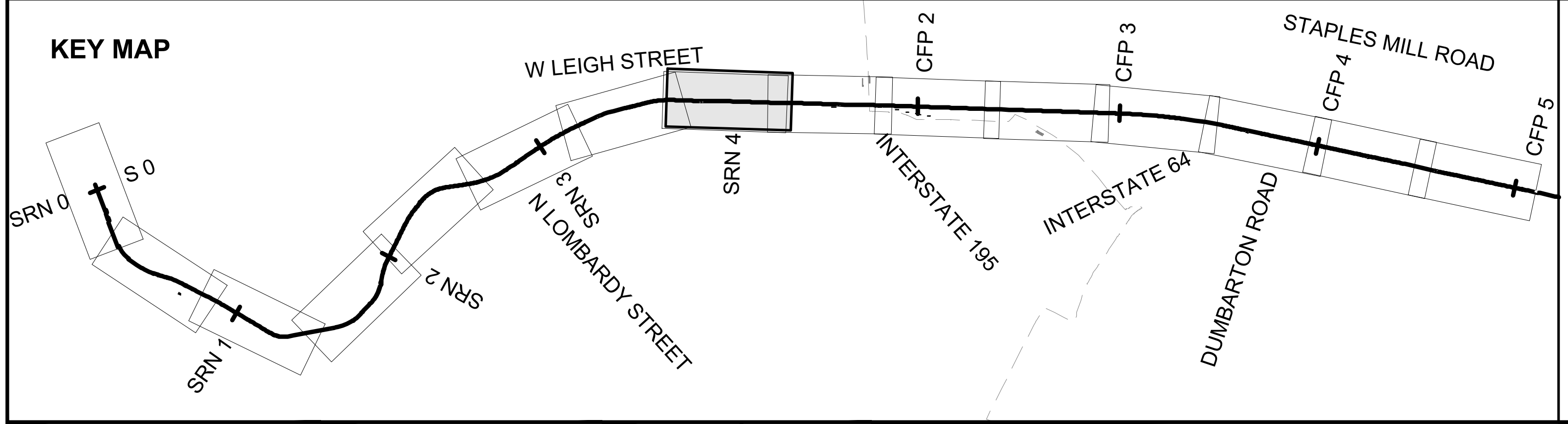
Mar. 18 2021 03:00 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jam.mata



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK
PROPOSED TRACK
SHIFTED TRACK
CSXT ROW
CSXT-DRPT DELINEATION
JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04661
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-223
OF
EV-283

Mar. 18 2021 03:01 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jam.mata

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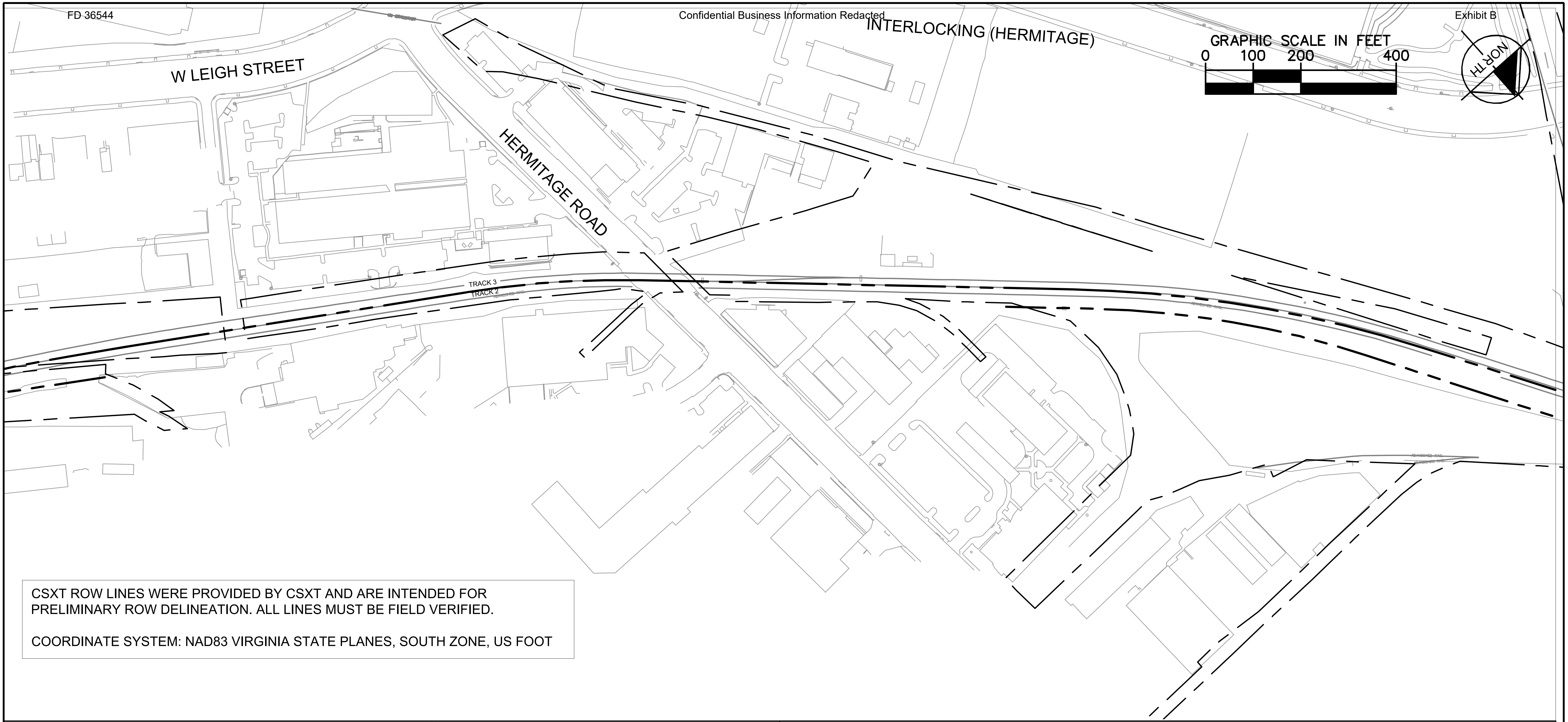
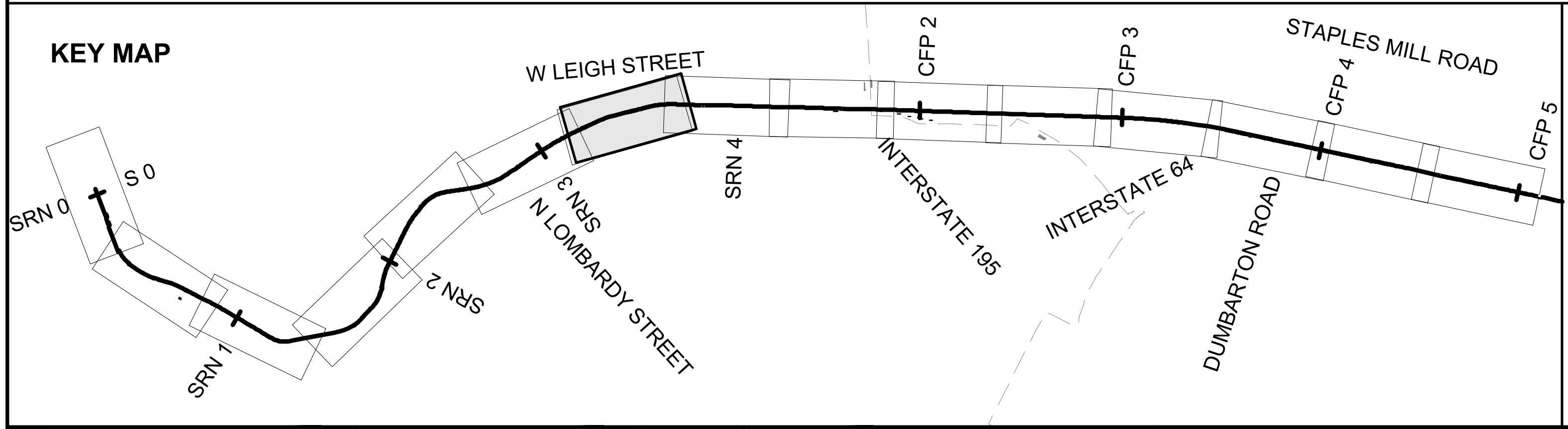
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ ─ - ─ ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
── - ──	CSXT ROW		

JURISDICTION: City of Richmond

ENHANCED VAL MAPS - DESIGN

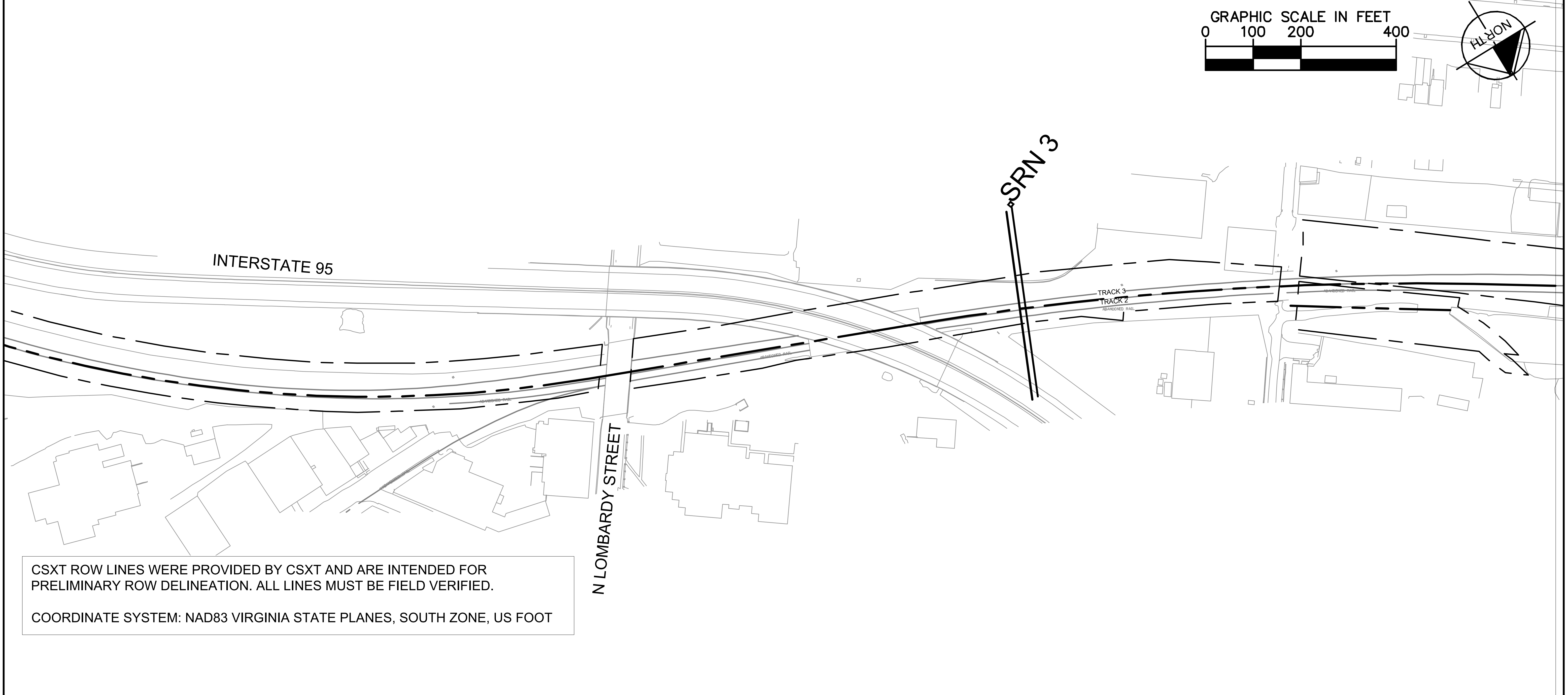
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04662

DATE: 3/16/2021

SHEET
EV-224
OF
EV-283

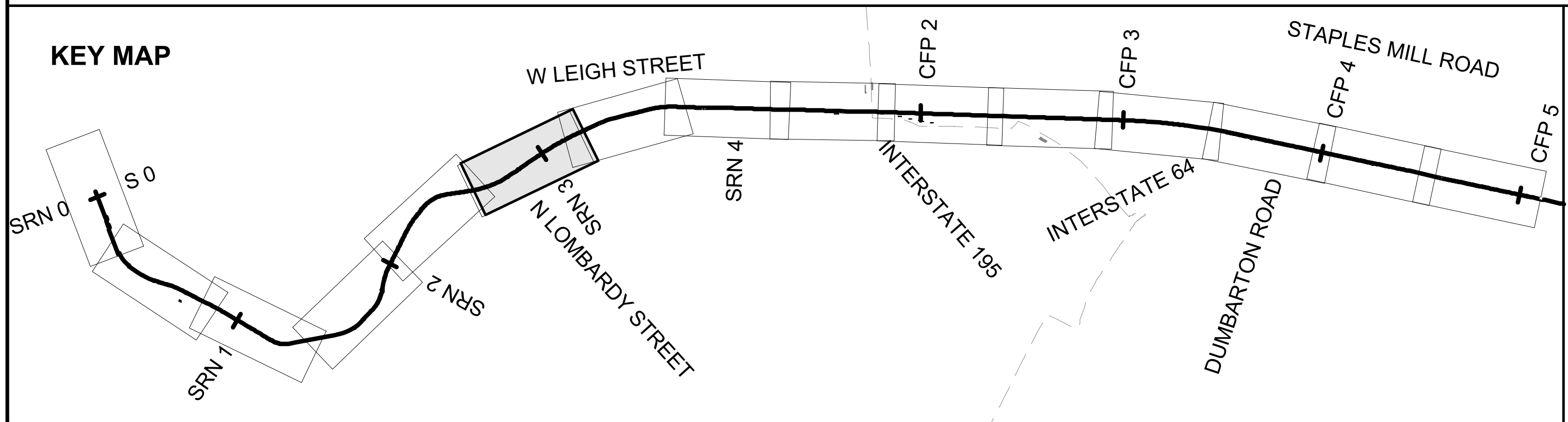
Mar. 16 2021 03:01 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jom.mote



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04663

DATE: 3/16/2021

Kimley»Horn

SHEET EV-225 OF EV-283

Mar. 16 2021 03:01 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jam.mata

FD 36544

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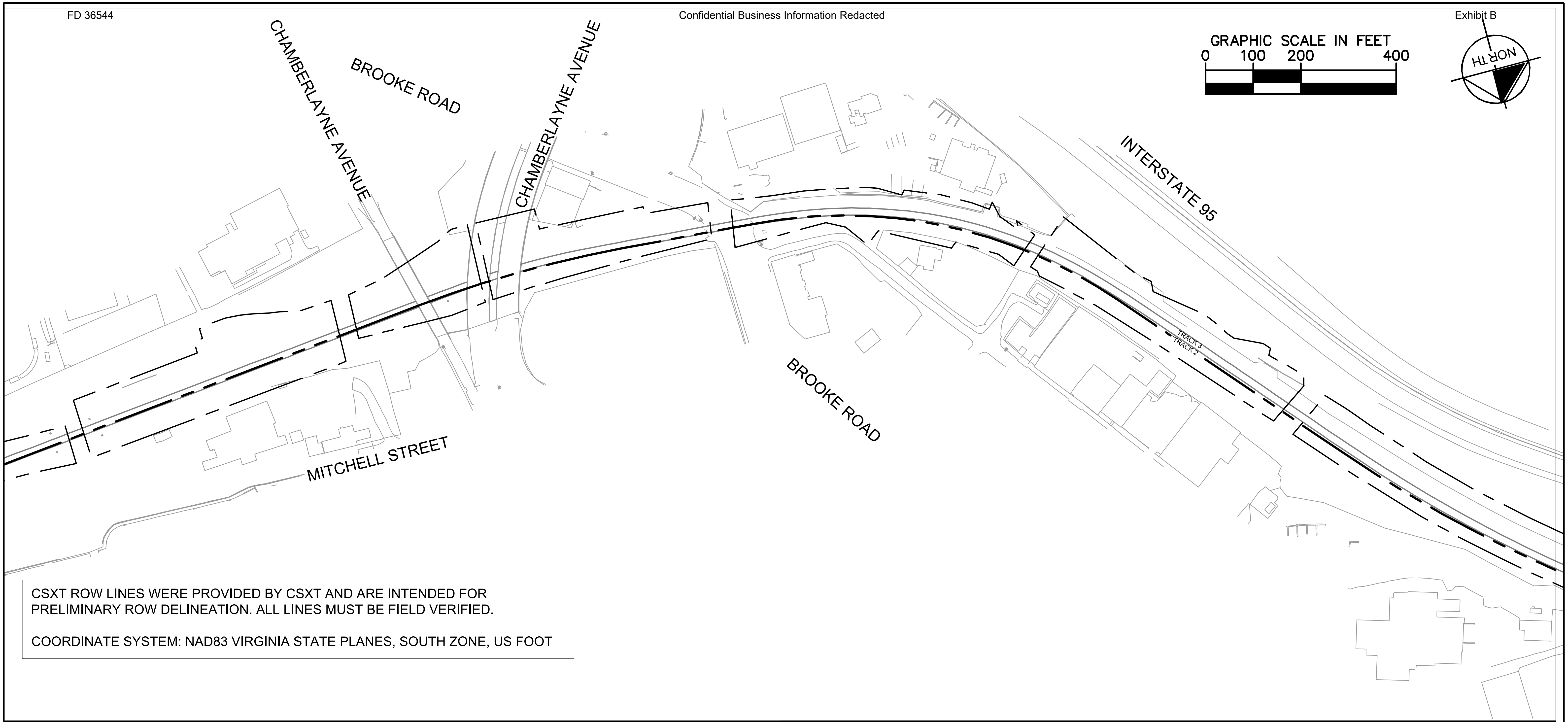
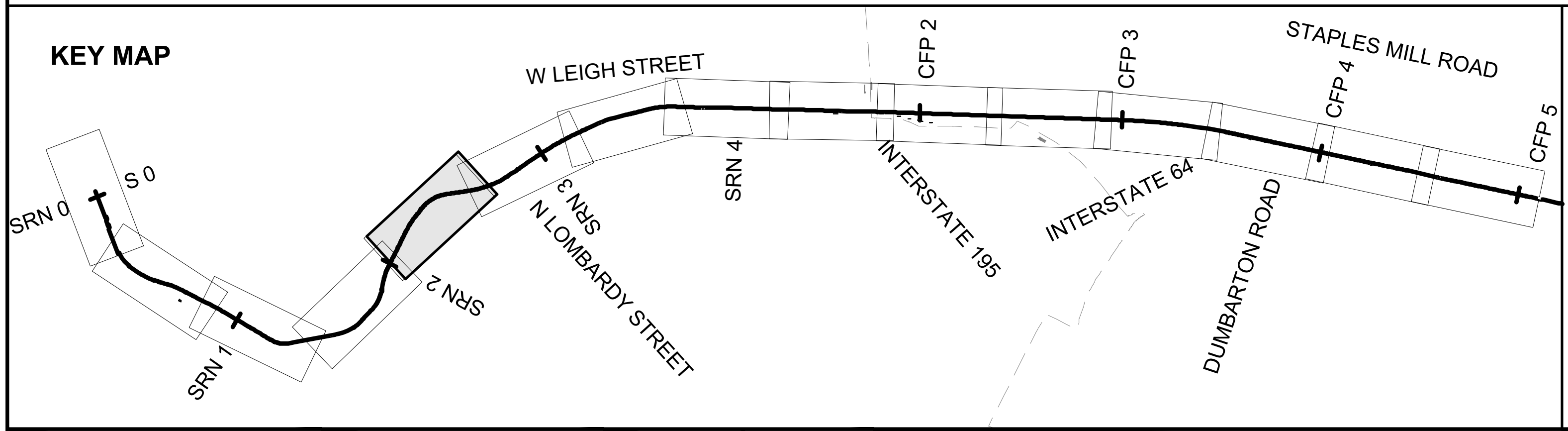
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04663

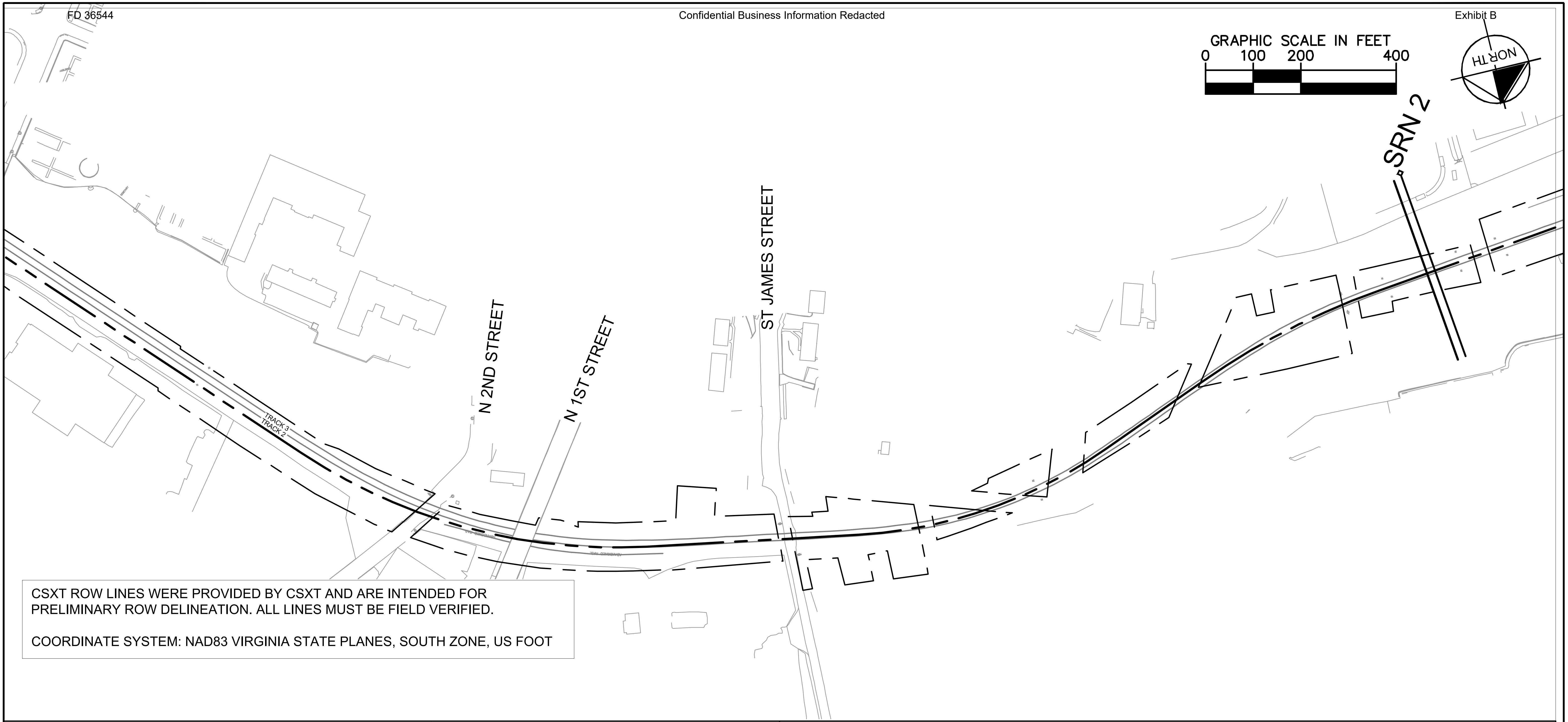
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-226
OF
EV-283

Mar. 18 2021 03:01 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jom.mota

Exhibit B



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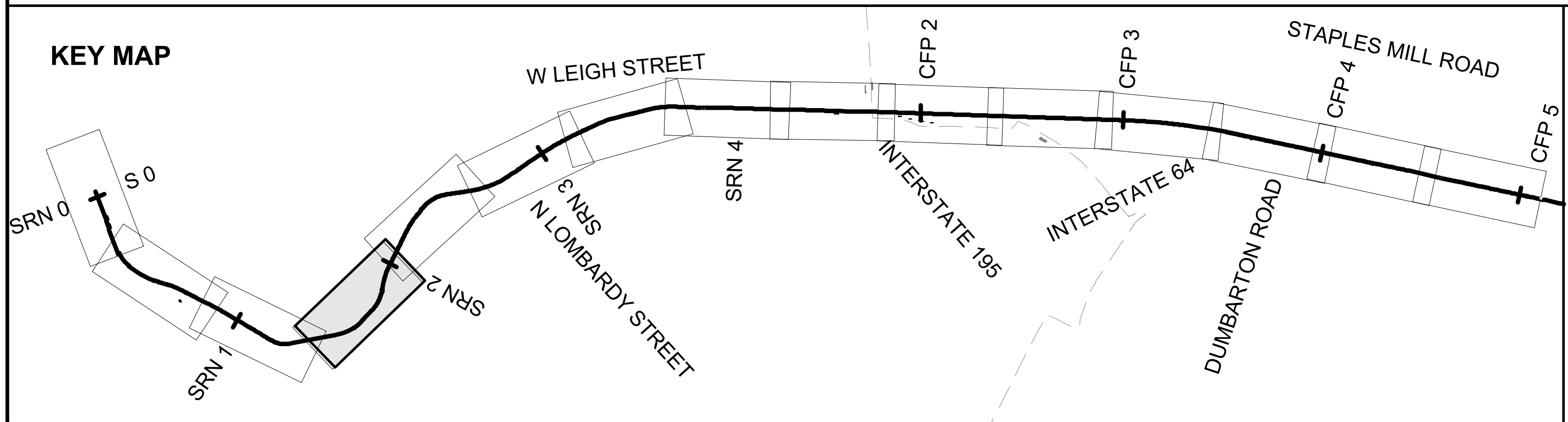
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



──	EXISTING TRACK
──	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
—- - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

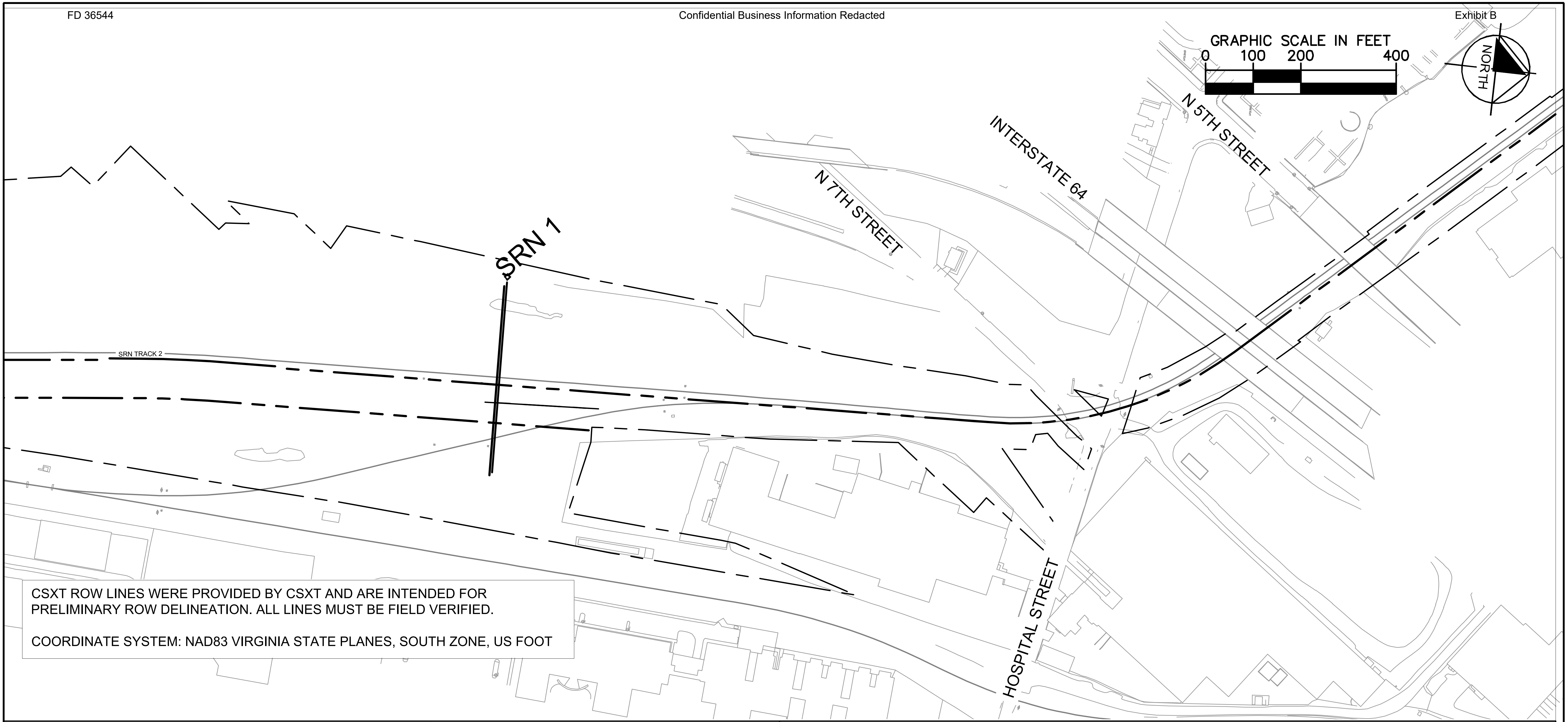
CSXT VAL MAP:V04664

DATE: 3/16/2021

SHEET
EV-227
OF
EV-283

Mar. 16 2021 03:01 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jom.mato

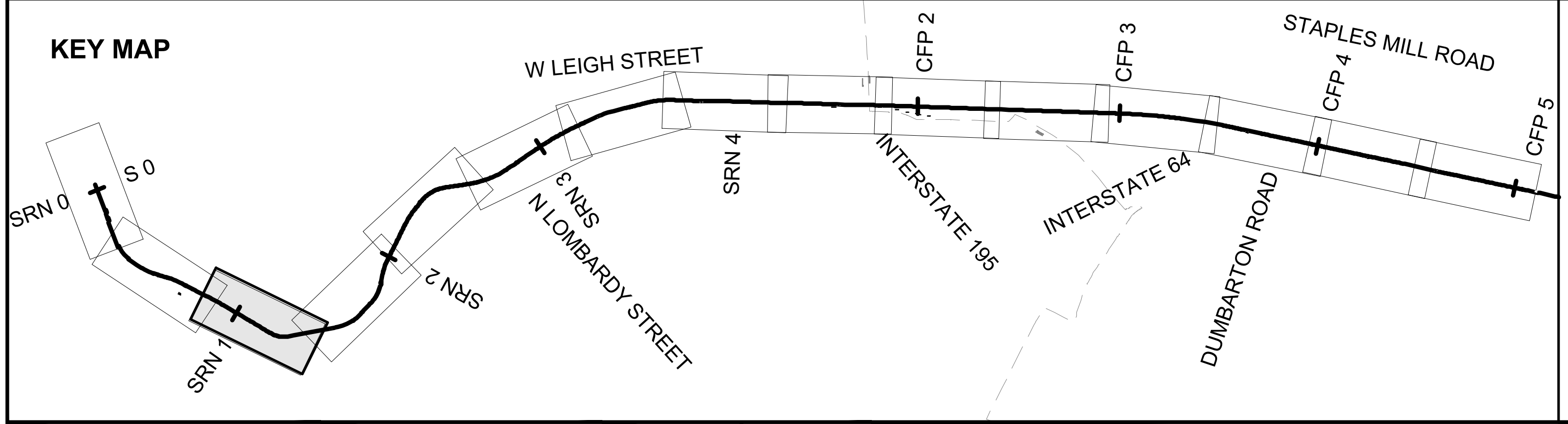
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V13099

DATE: 3/16/2021

SHEET
EV-228
OF
EV-311

Mar. 18 2021 03:01 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jom.mota

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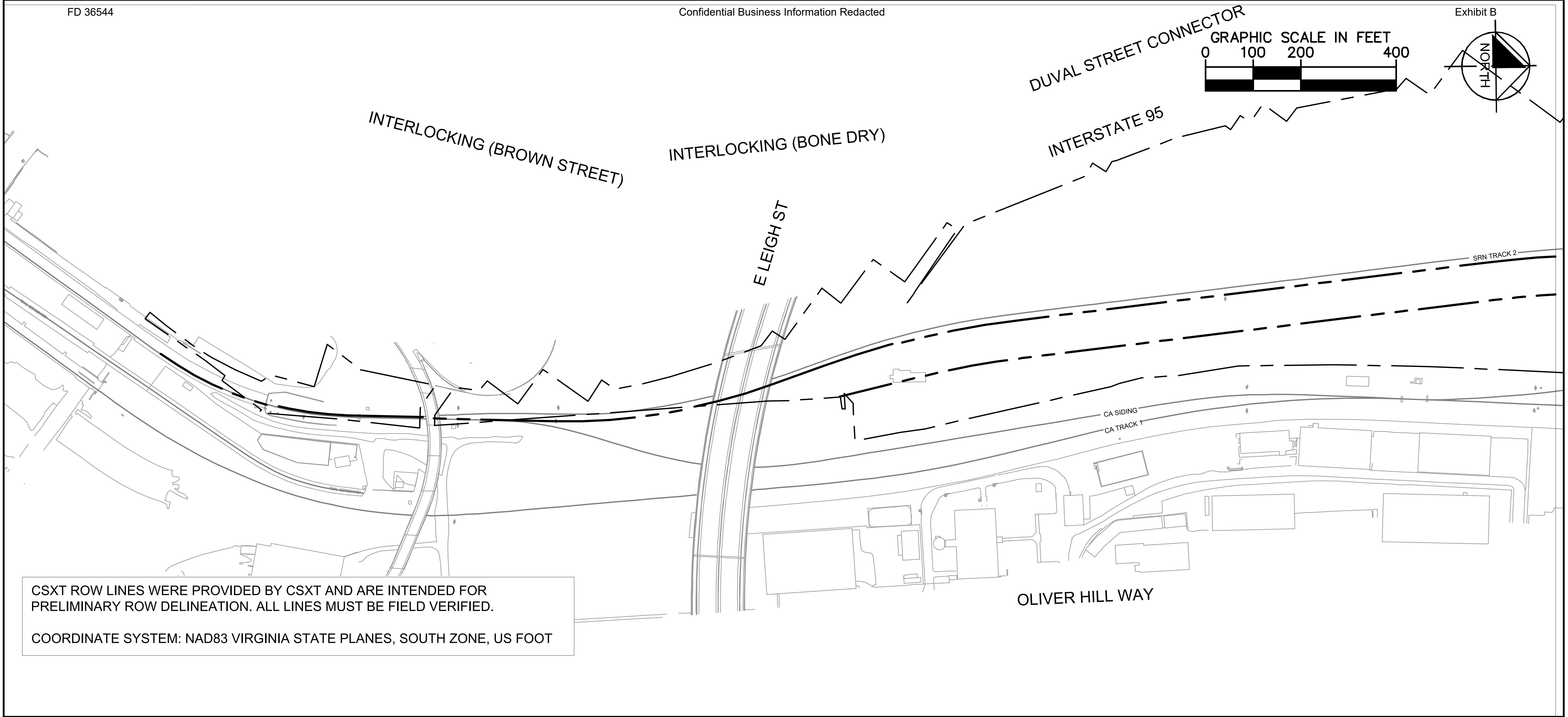
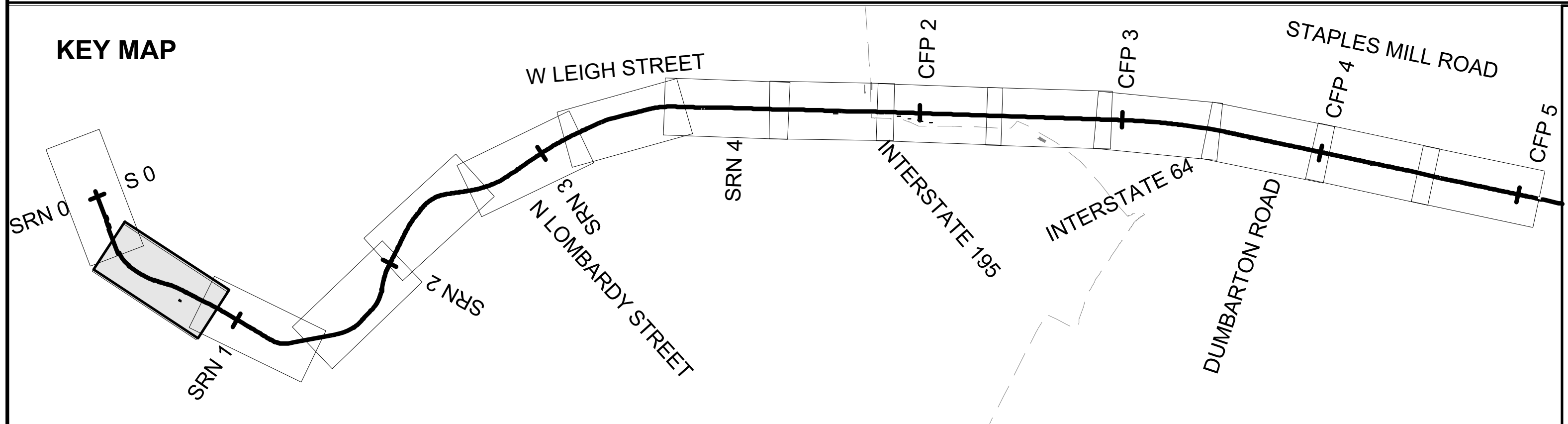
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

R14A-EAST ACCA YARD BYPASS

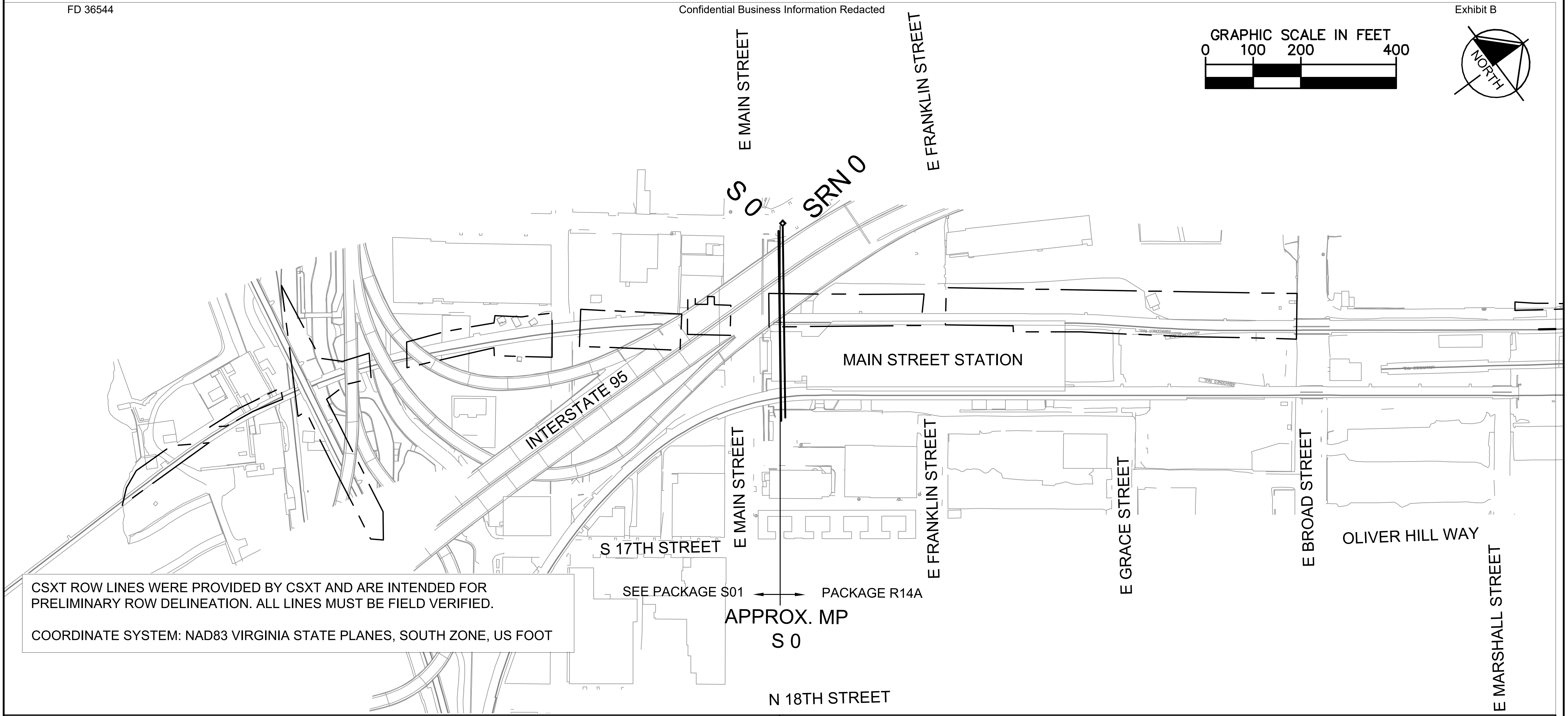
CSXT VAL MAP:V04666

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-229
OF
EV-283

Mar. 16 2021 03:01 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-xS-Design.dwg By: jon.mata



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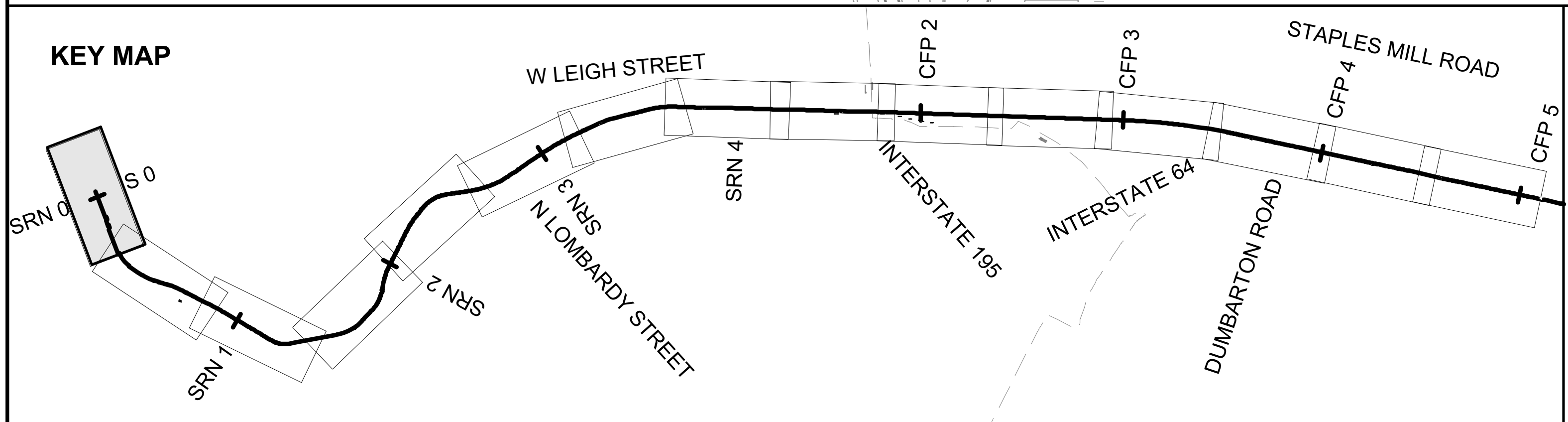
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

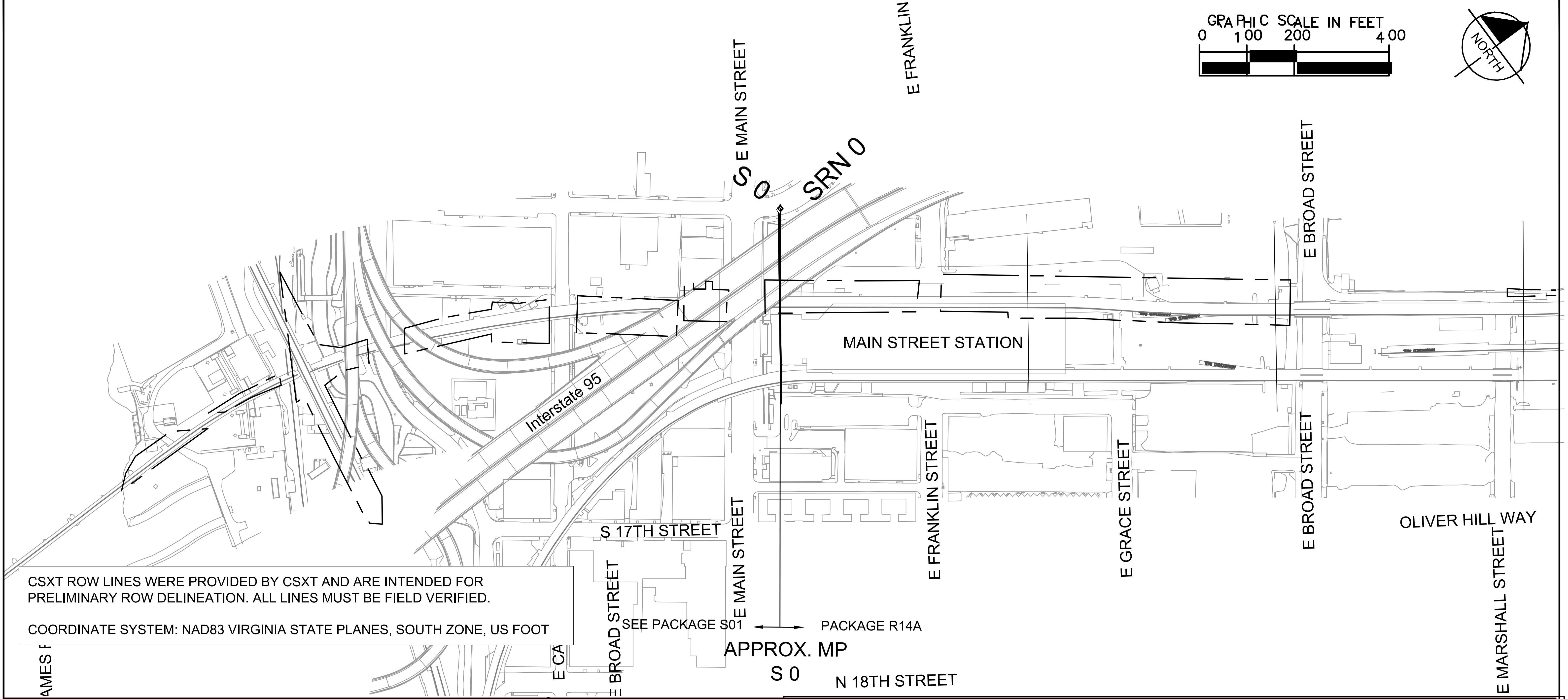
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04666

DATE: 3/16/2021

Kimley»Horn

SHEET EV-230 OF EV-283



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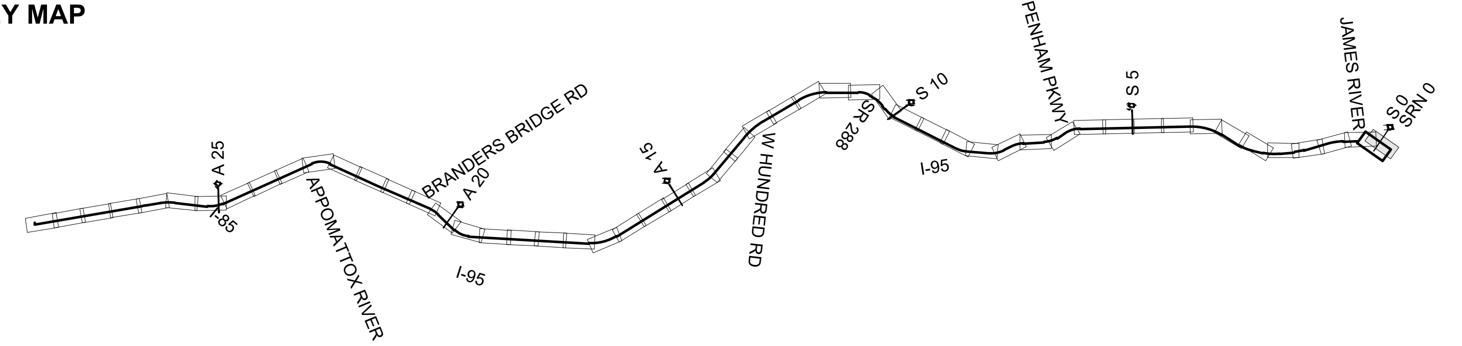
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK
——	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04670

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-231
OF
EV-283

Mar. 16 2021 04:14 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc

FD 36544

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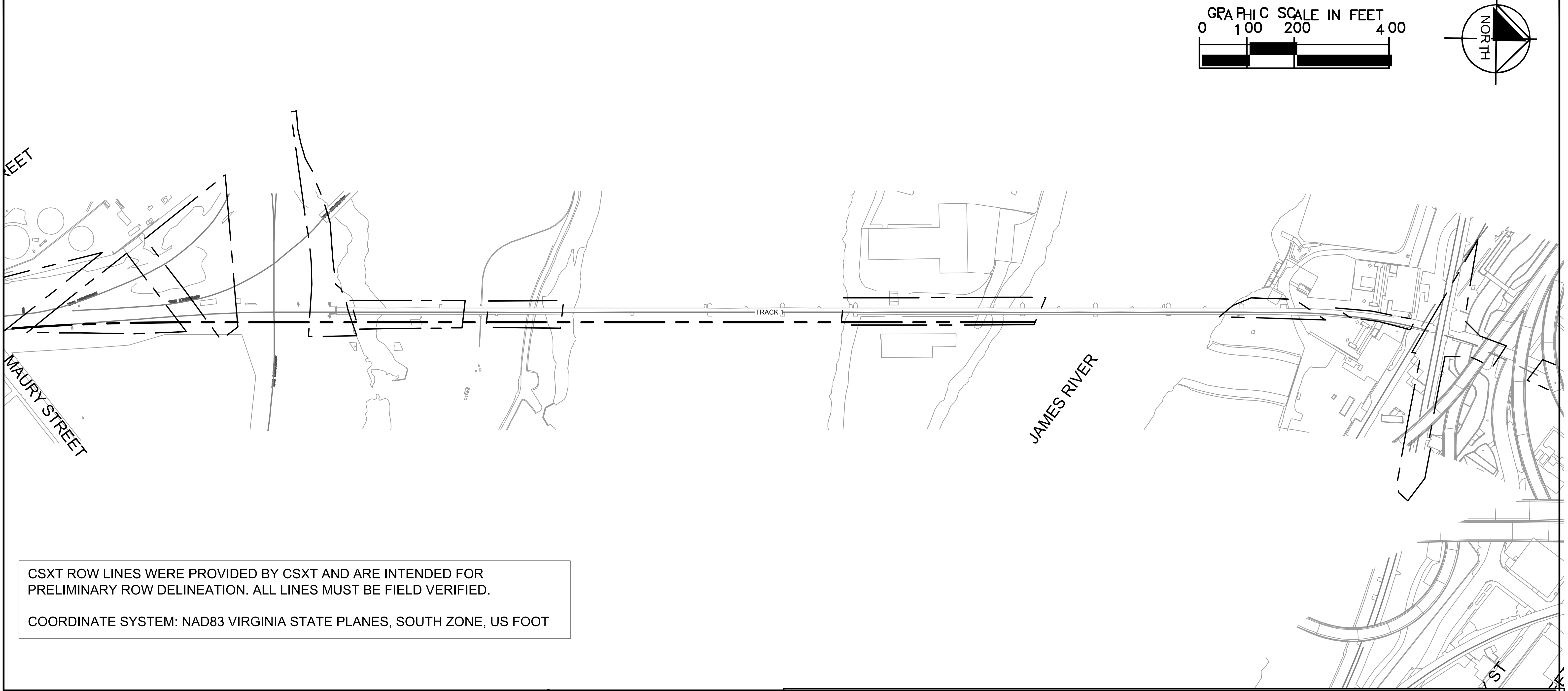
Exhibit B



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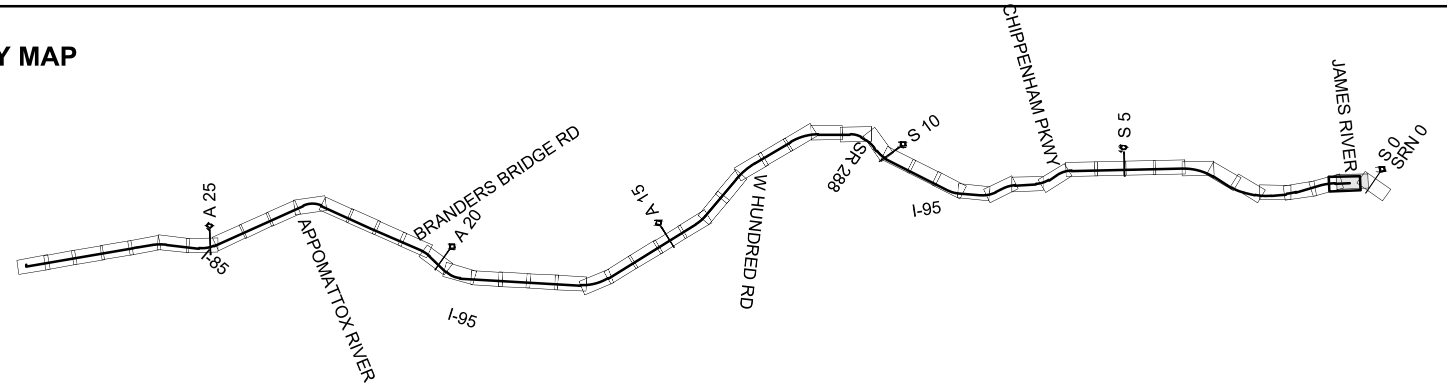
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04670

DATE: 3/16/2021

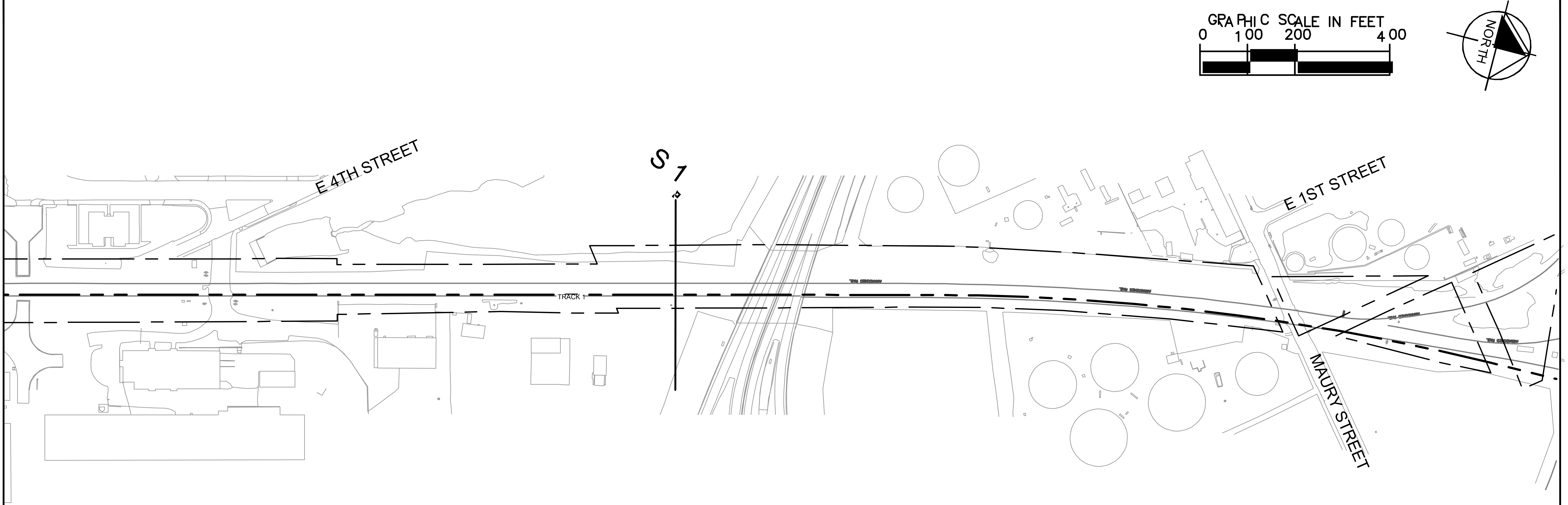
SHEET
EV-232
OF
EV-283

Mar, 16 2021 04:14 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CADD\Sheets\PS1A_xS-Design-Layout.dwg By: jorumdc

FD 36544

Confidential Business Information Redacted

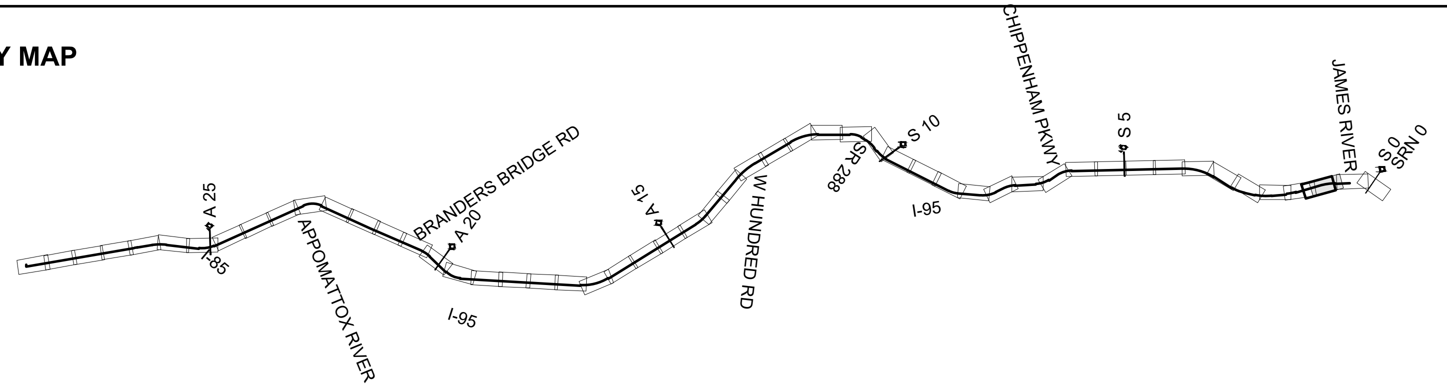
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04671

DATE: 3/16/2021

Kimley»Horn

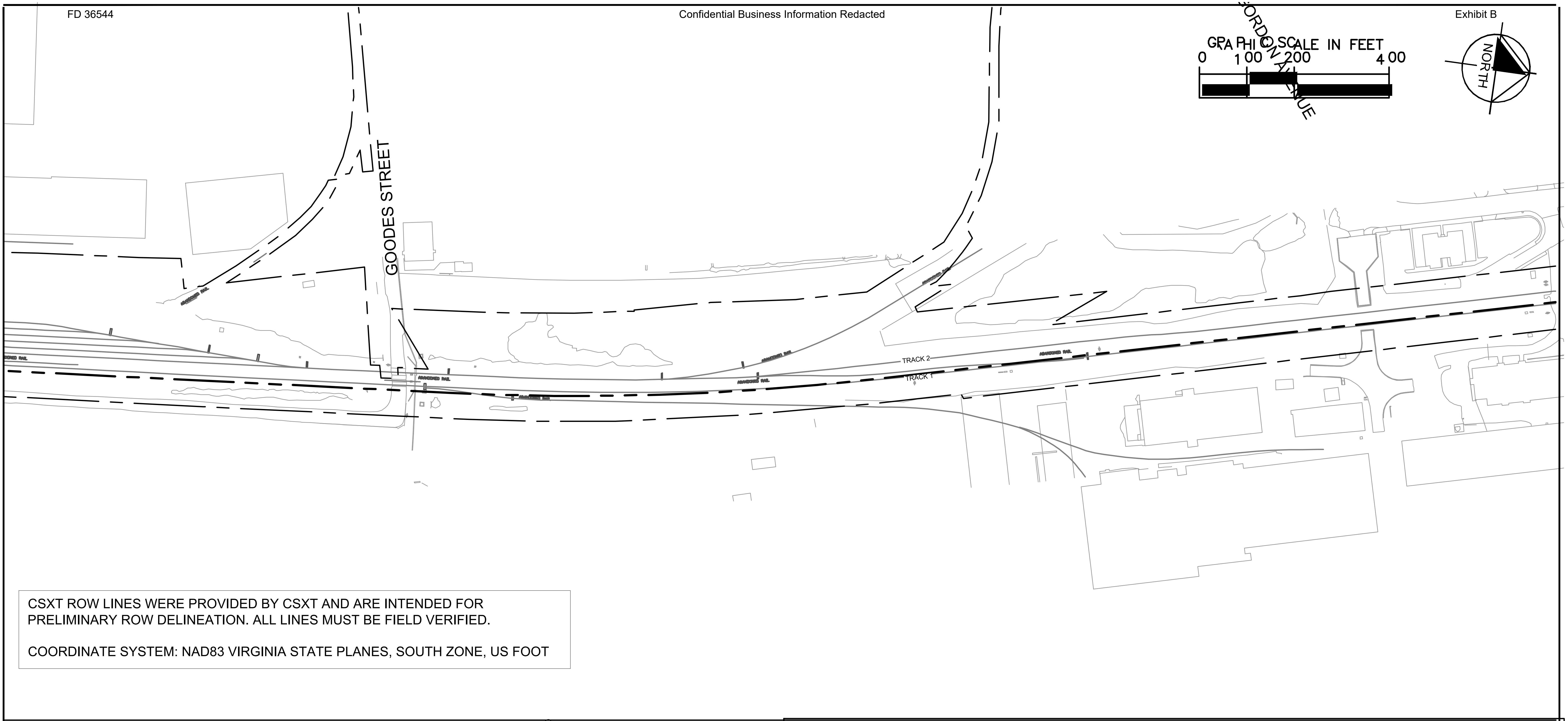
SHEET
EV-233
OF
EV-283

Mar, 16 2021 04:14 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CADD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc

FD 36544

Confidential Business Information Redacted

Exhibit B



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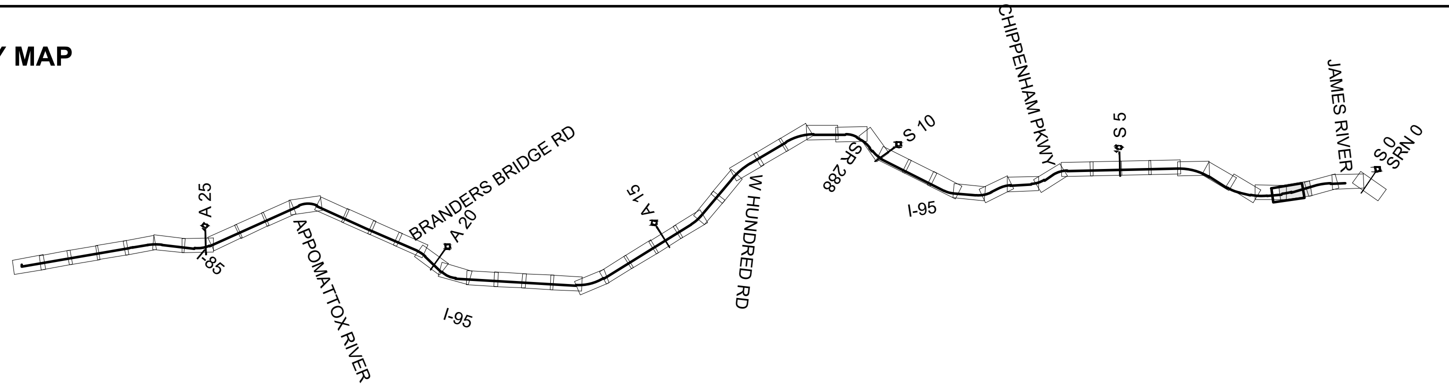
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Richmond

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04671

DATE: 3/16/2021

SHEET
EV-234
OF
EV-283

Mar, 16 2021 04:14 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonurnde

FD 36544

Confidential Business Information Redacted

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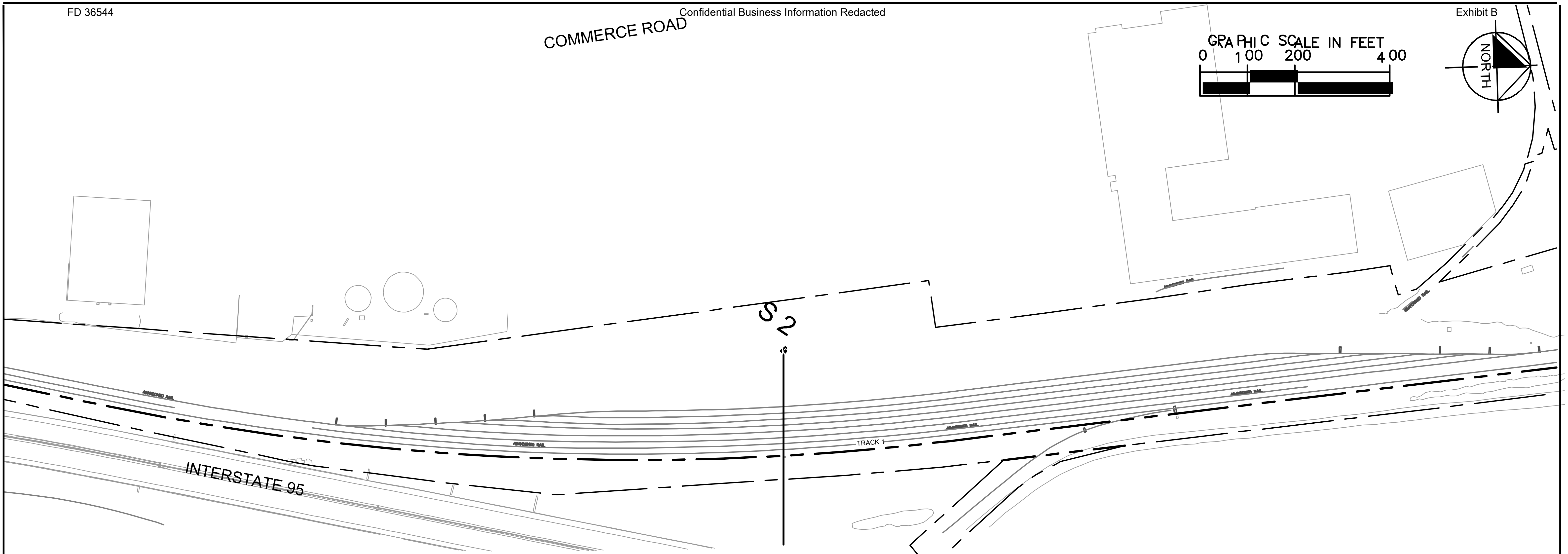

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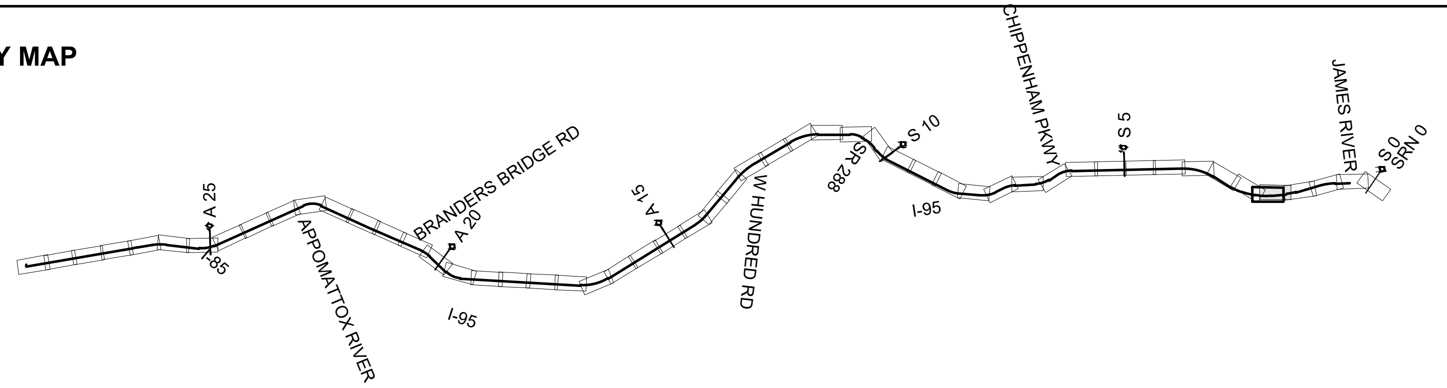
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
———	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Richmond

ENHANCED VAL MAPS - DESIGN

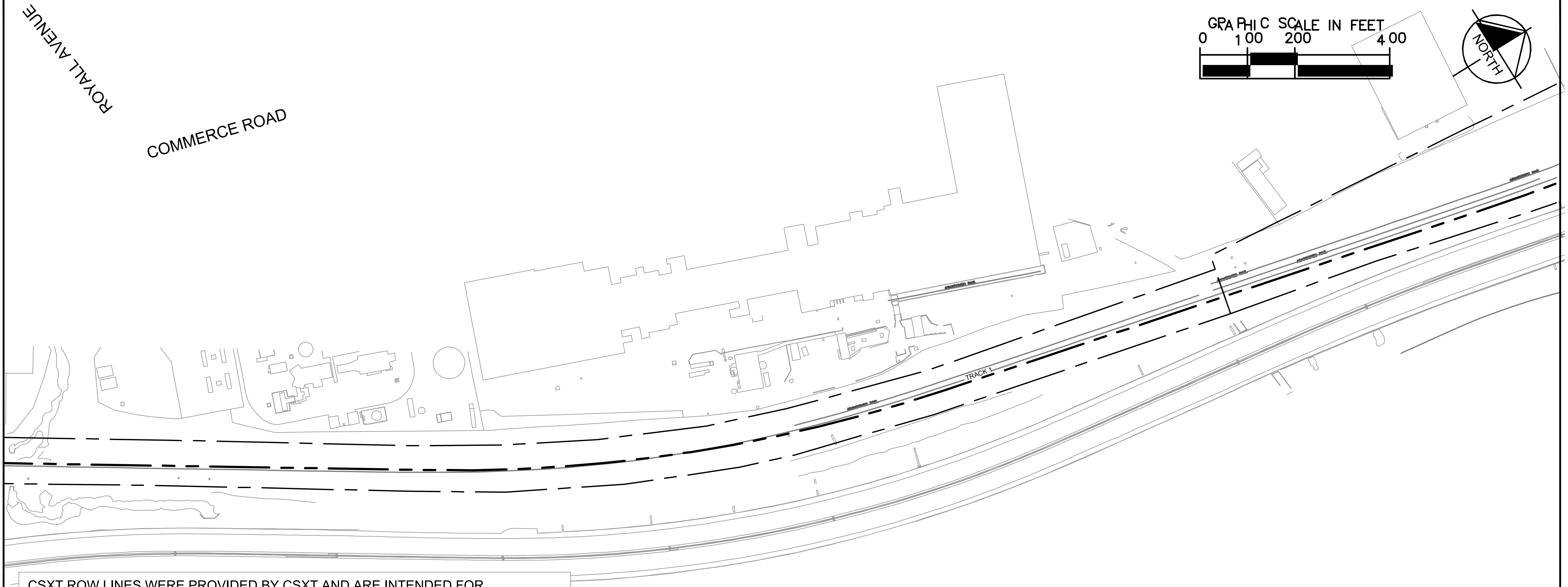
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04672

DATE: 3/16/2021

SHEET
EV-235
OF
EV-283

Mar, 16 2021 04:14 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorundc



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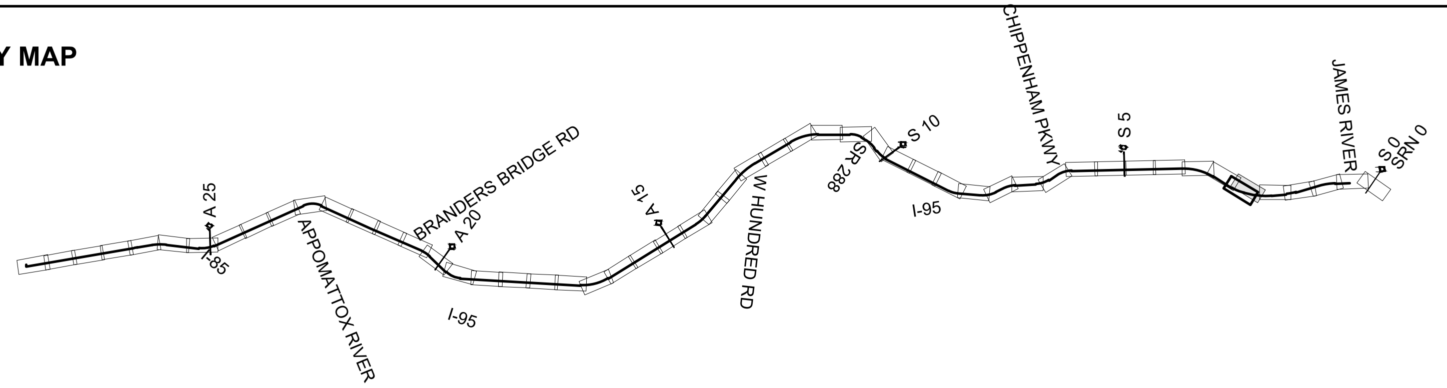
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

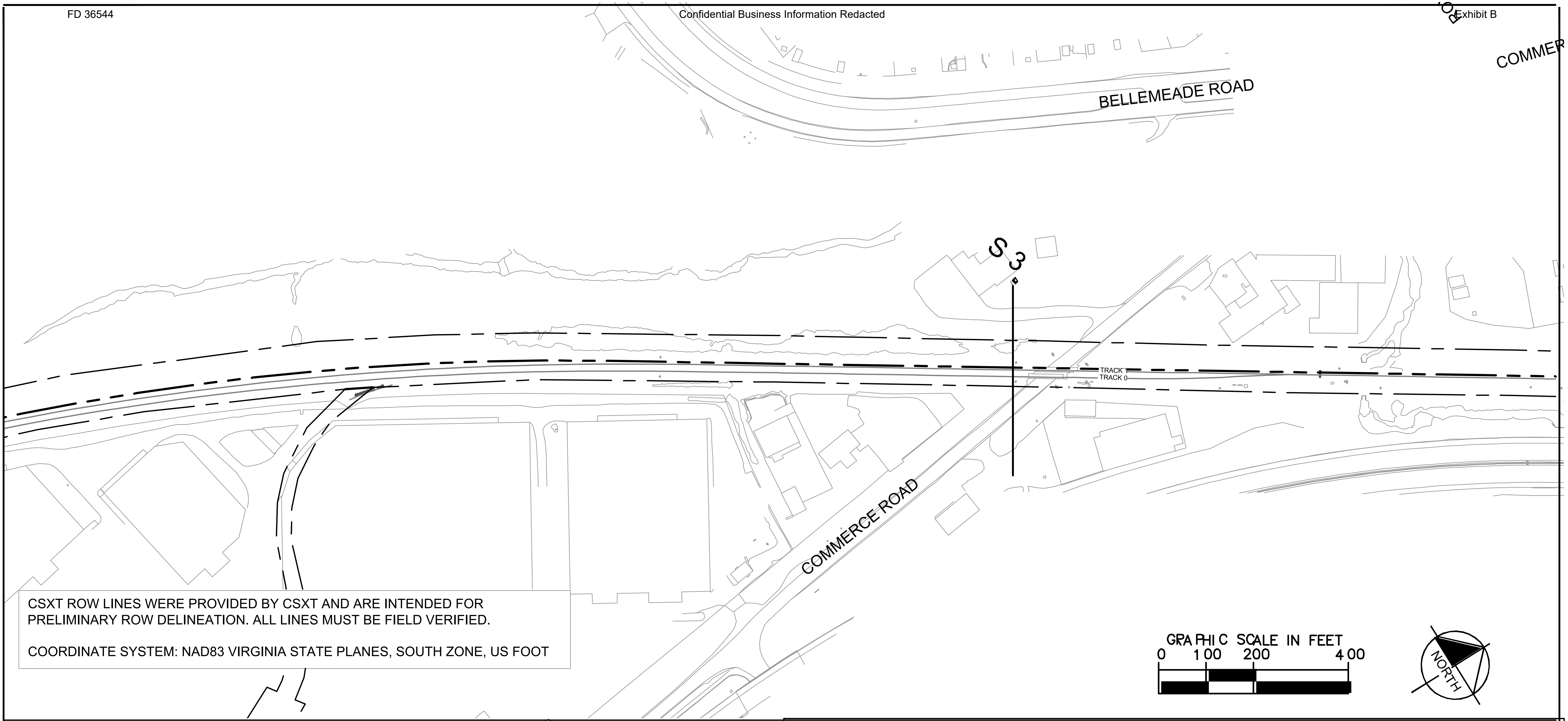
CSXT VAL MAP:V04672

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-236
OF
EV-283

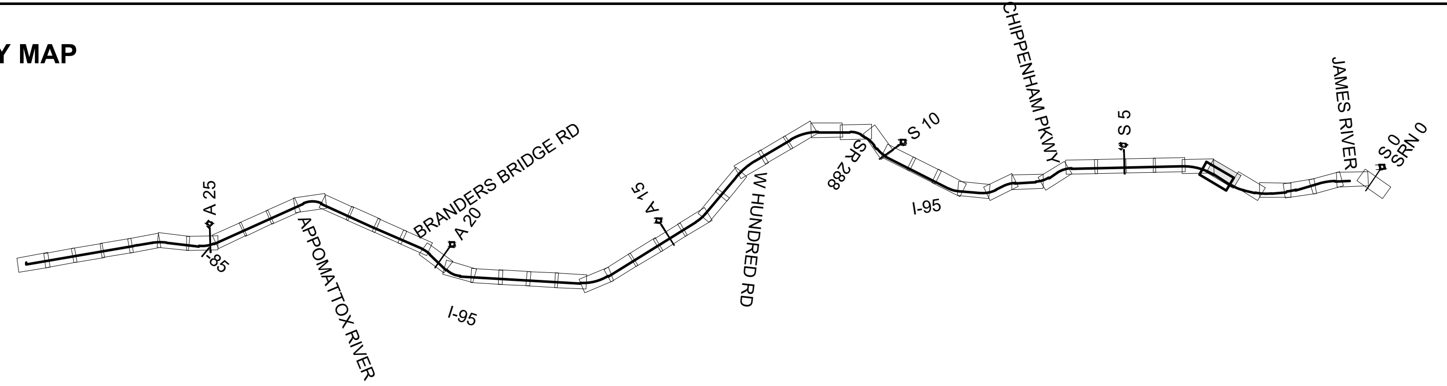
Mar. 16 2021 04:14 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonurnstc



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



―	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
―	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
― - ―	CSXT ROW		

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-237
OF
EV-283

Mar. 16 2021 04:14 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumstc

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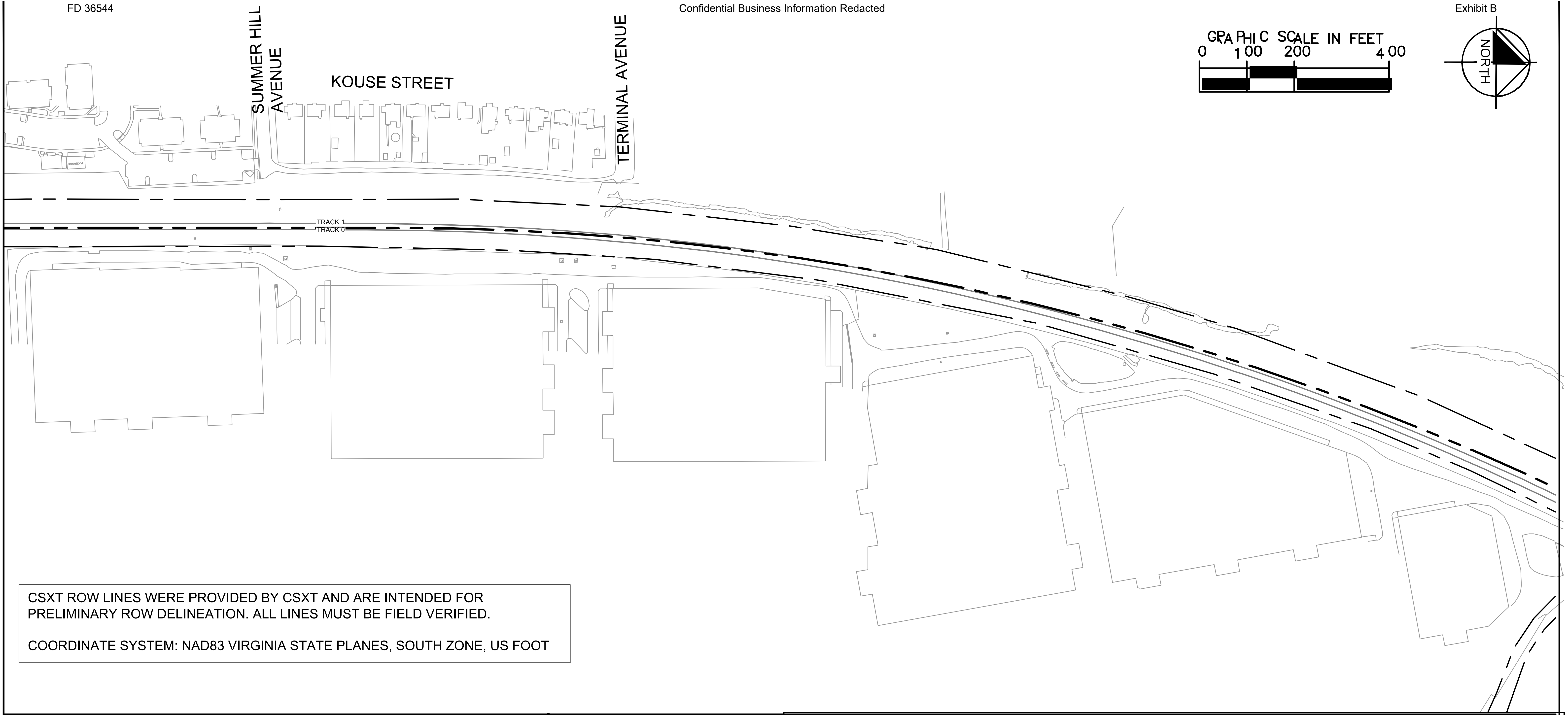
Exhibit B



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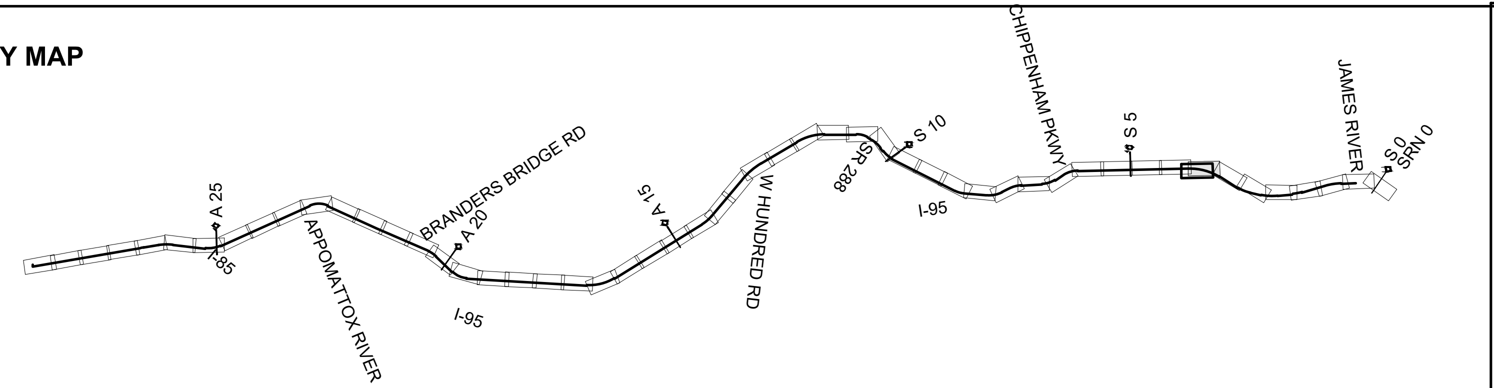
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/16/2021

Kimley»Horn

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Mar, 16 2021 04:14 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\S1A\S1A_x5-Design-Layout.dwg By: jorumdc

FD 36544

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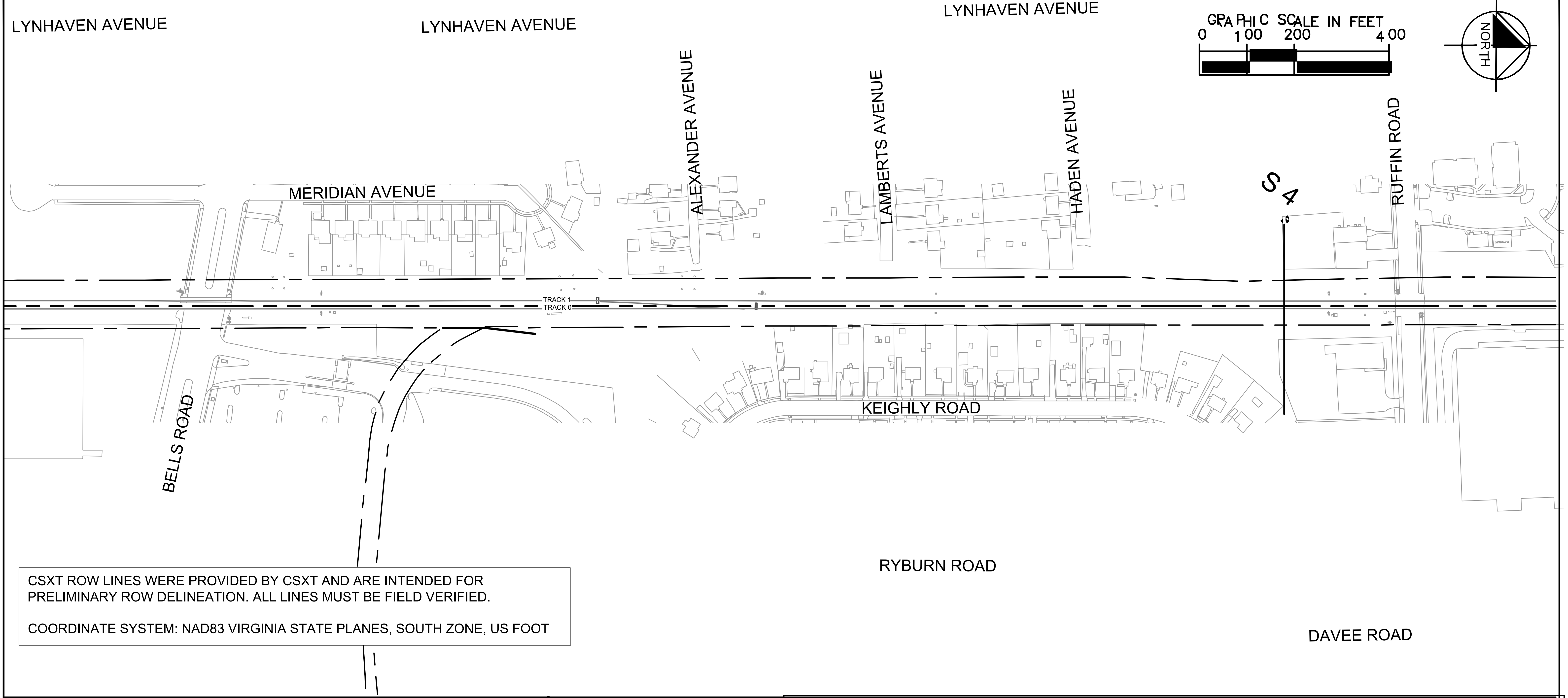

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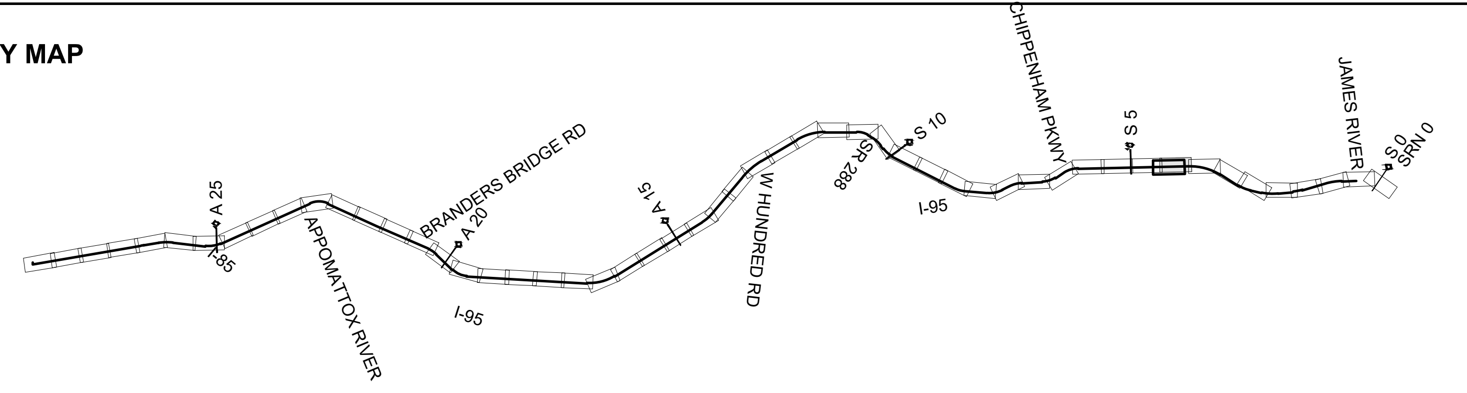
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ─ ─ ━	CSXT-DRPT DELINEATION
━━━	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
── ‑ ──	CSXT ROW		

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

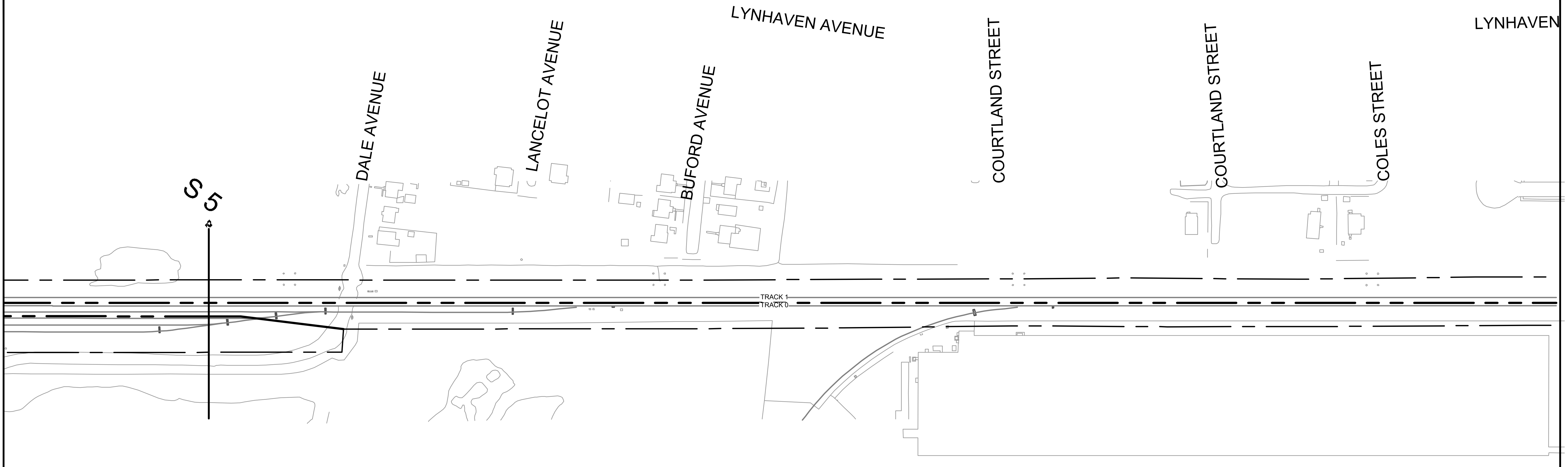
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-239
OF
EV-283



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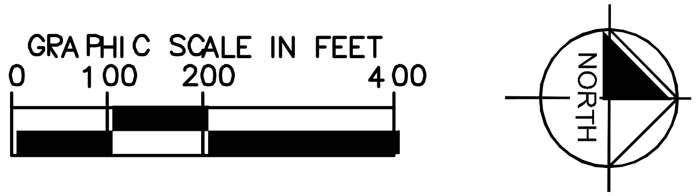
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT



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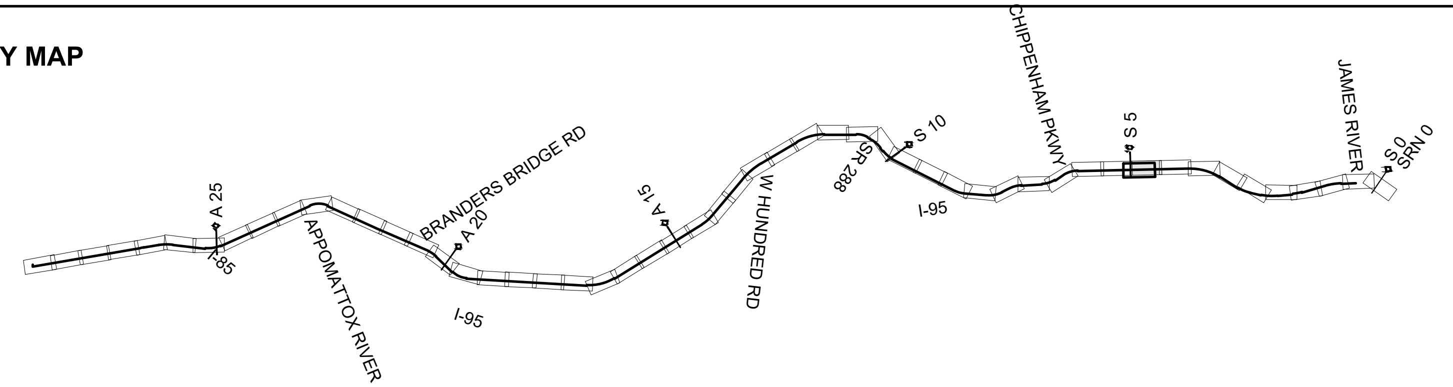

───	EXISTING TRACK
───	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-240
OF
EV-283

Mar, 16 2021 04:14 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PSA\PSA_xS-Design-Layout.dwg By: jonumdc

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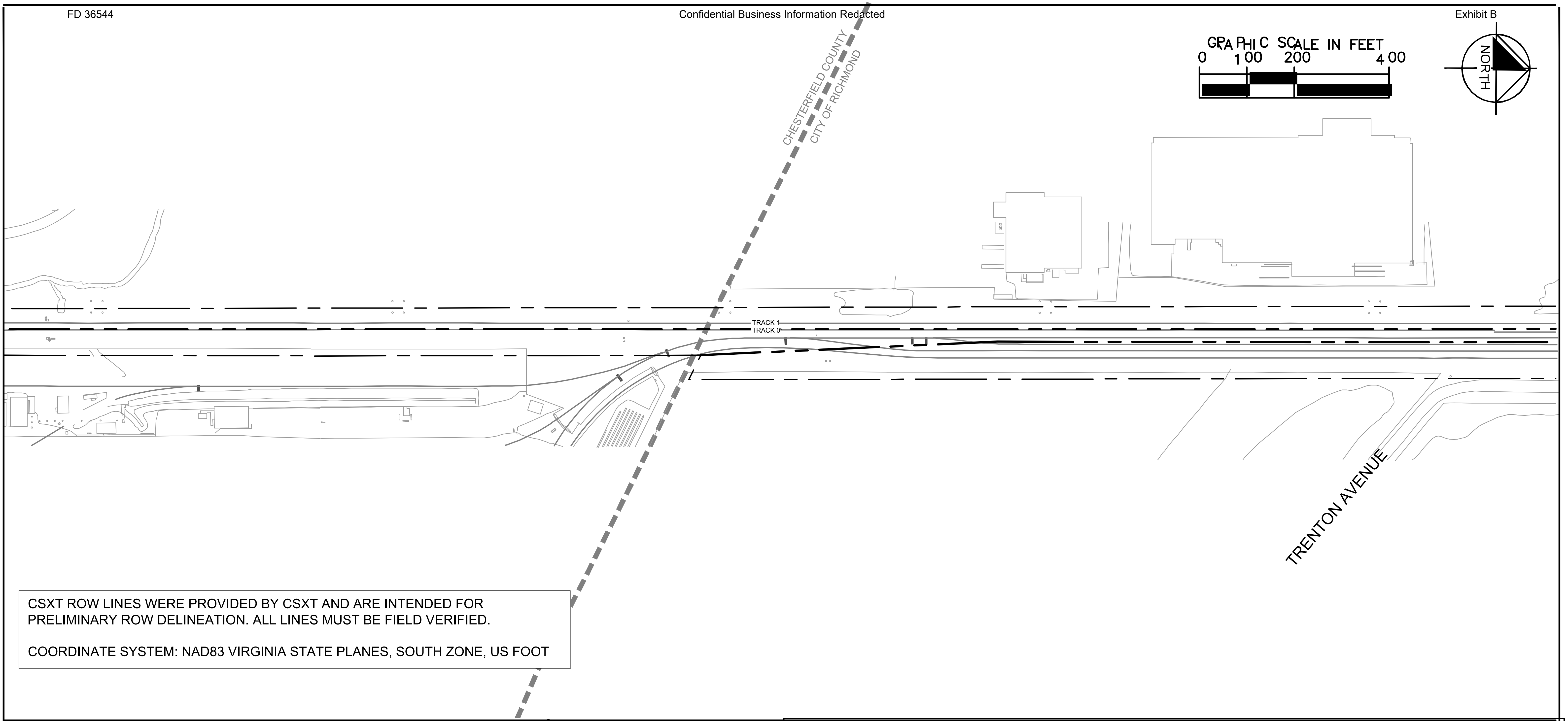

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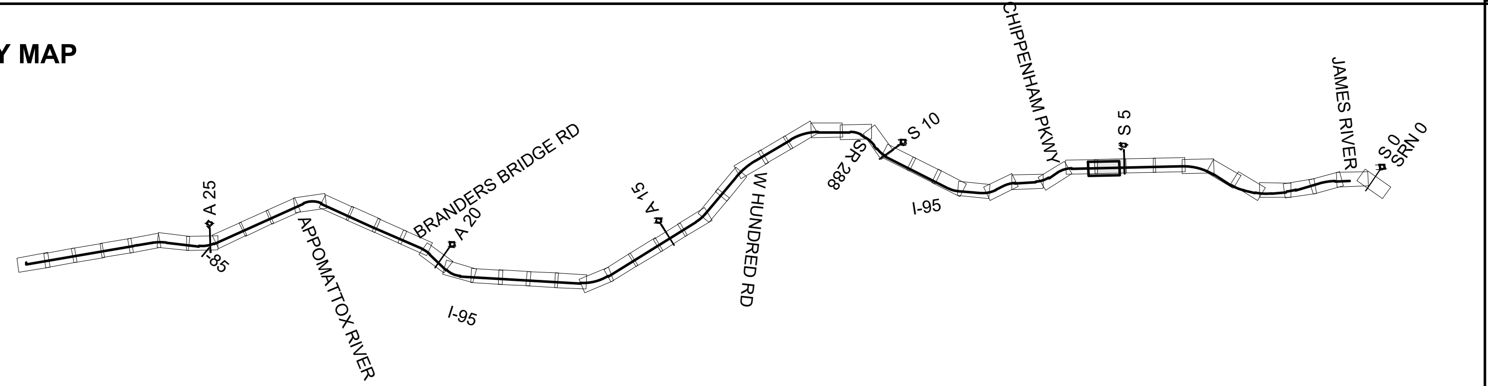
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



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───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

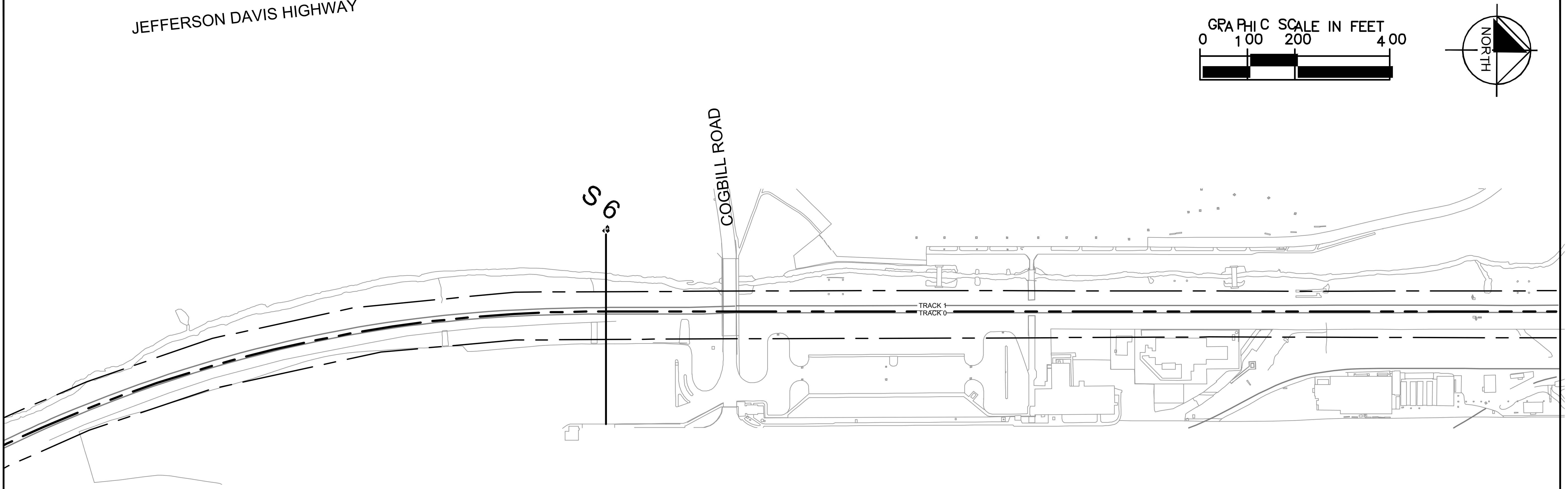
ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/16/2021

Kimley»Horn

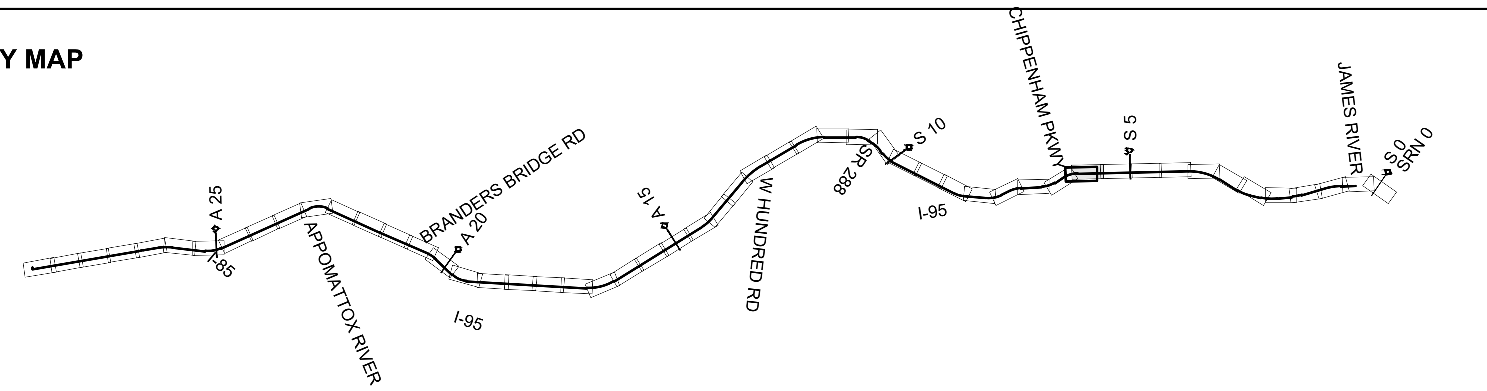


CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

DUPONT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - -	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Richmond/Chesterfield County

ENHANCED VAL MAPS - DESIGN

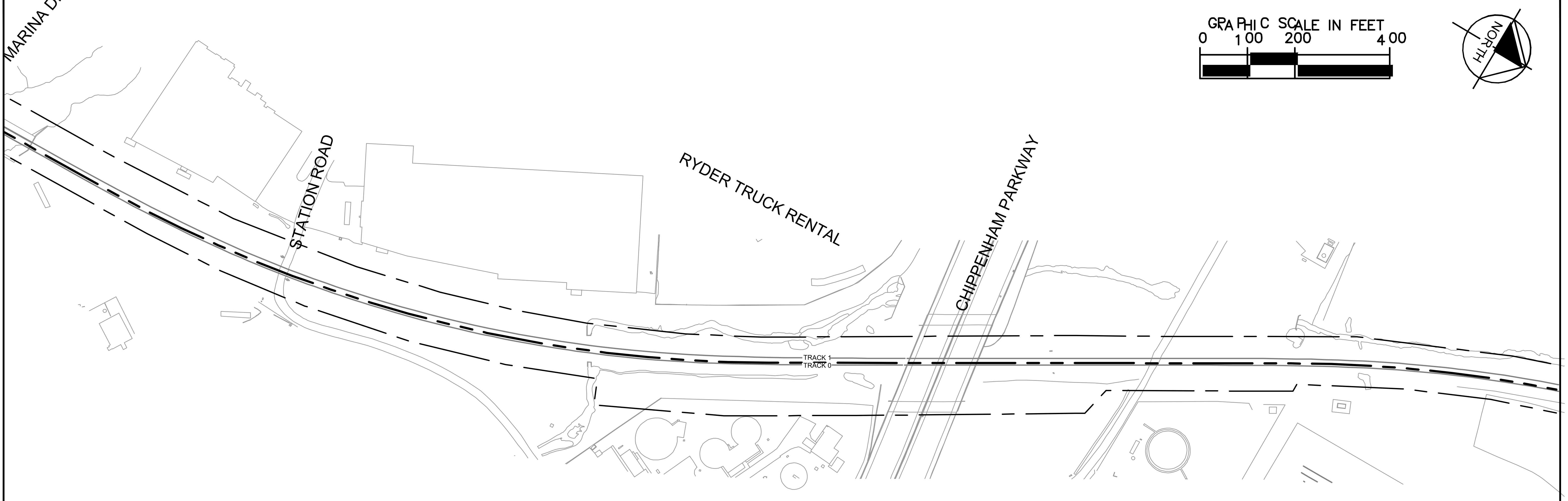
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/16/2021

SHEET
EV-242
OF
EV-283

Mar, 16 2021 04:15 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorundc



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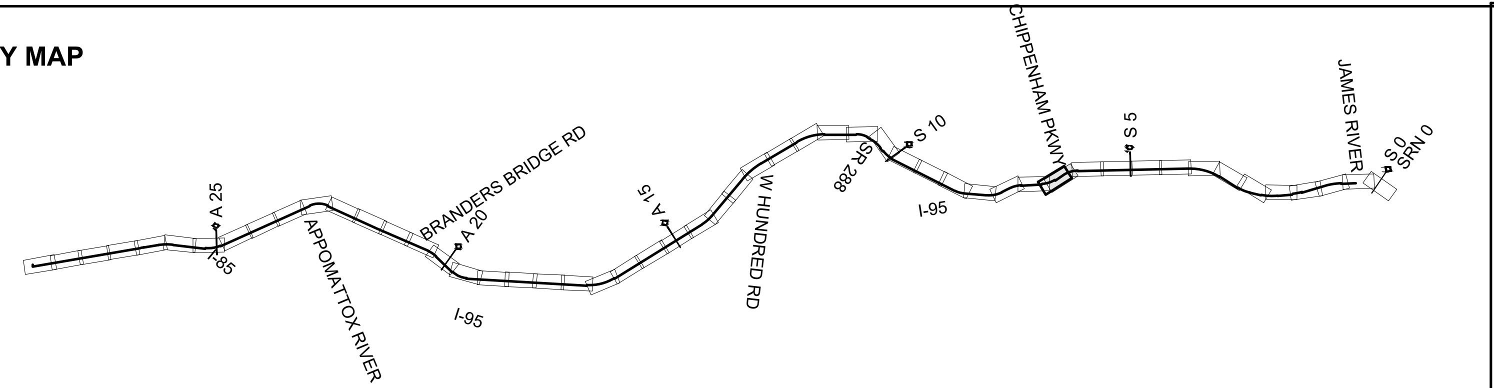
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04680

DATE: 3/16/2021

SHEET
EV-243
OF
EV-283

Mar, 16 2021 04:15 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonurnstc

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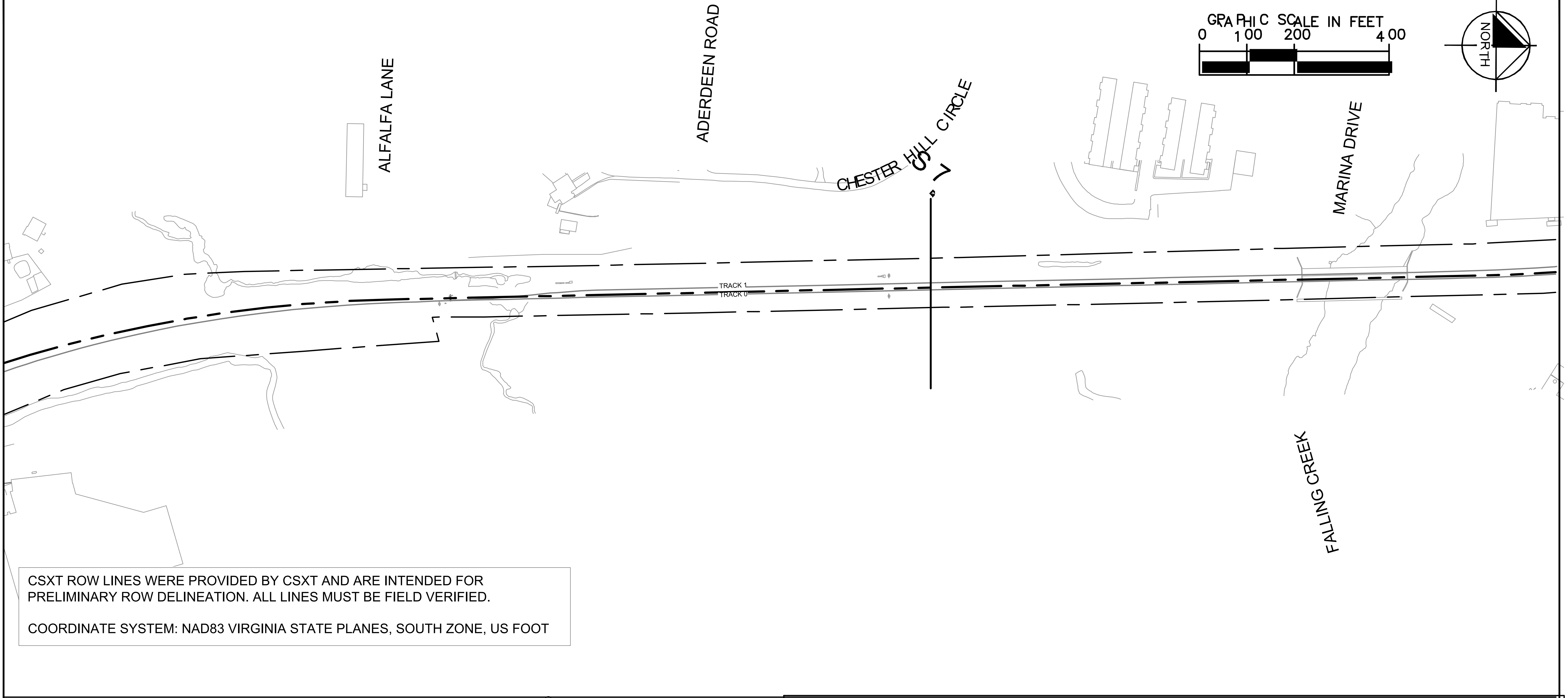
Exhibit B



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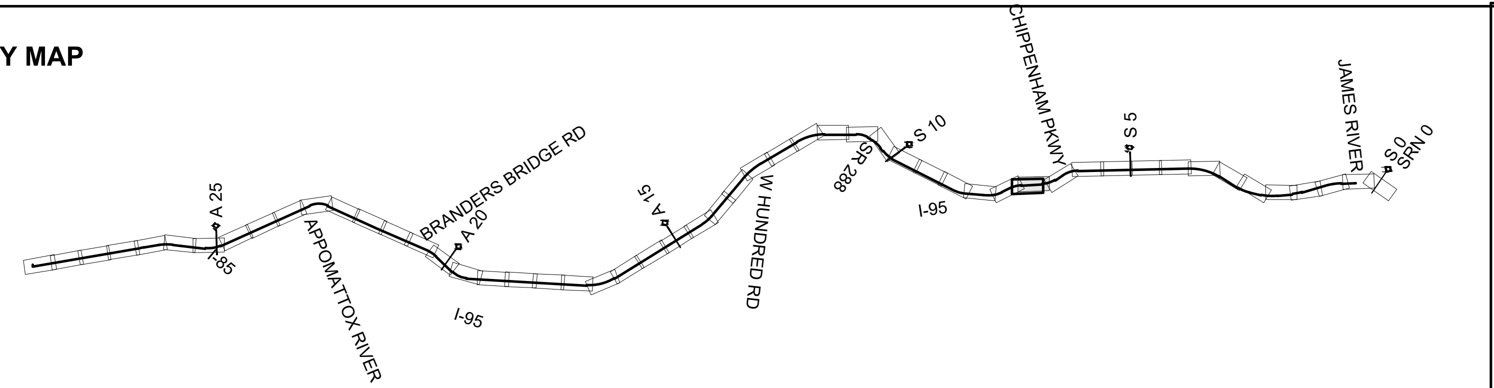
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04681

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-244
OF
EV-283

Mar, 16 2021 04:15 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonum.c

FD 36544

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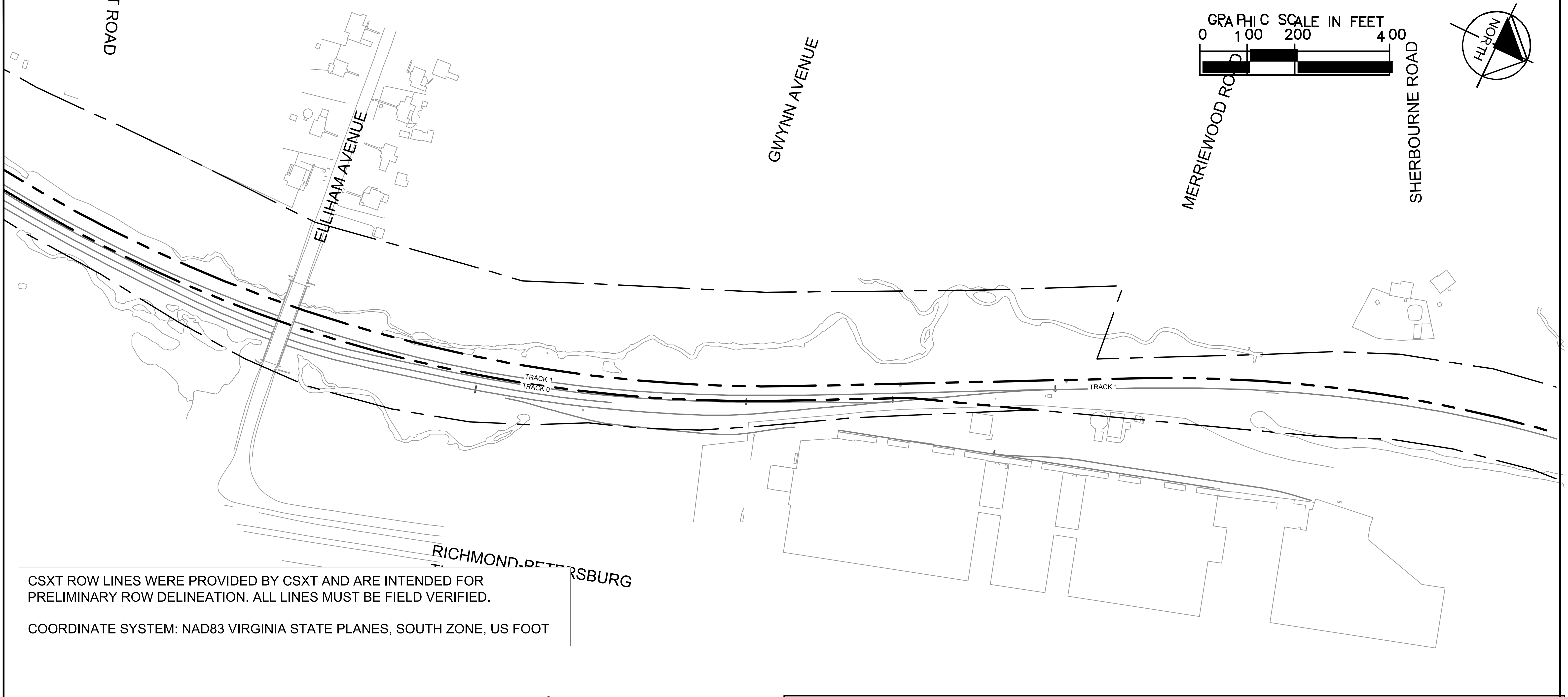
Exhibit B



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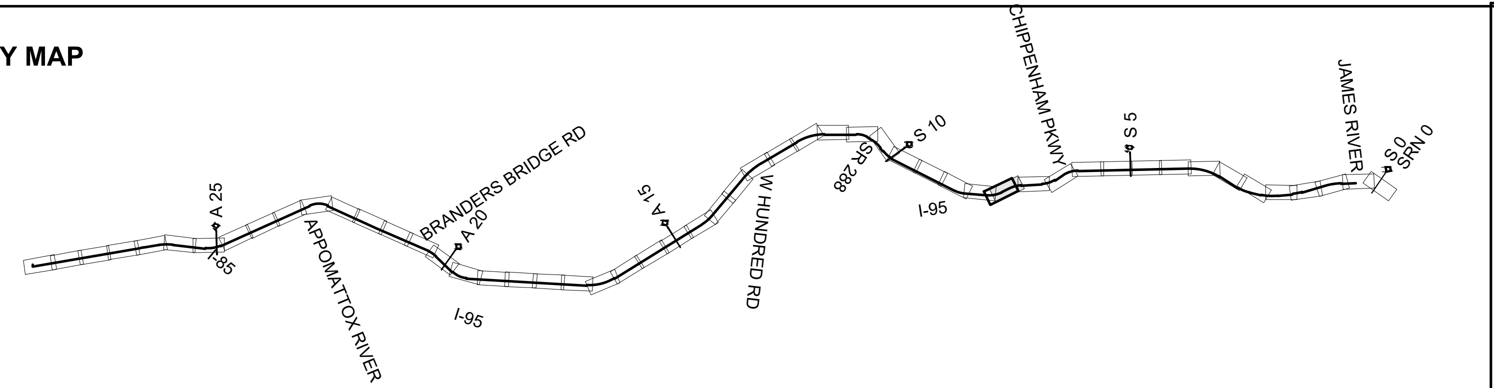
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04681

DATE: 3/16/2021

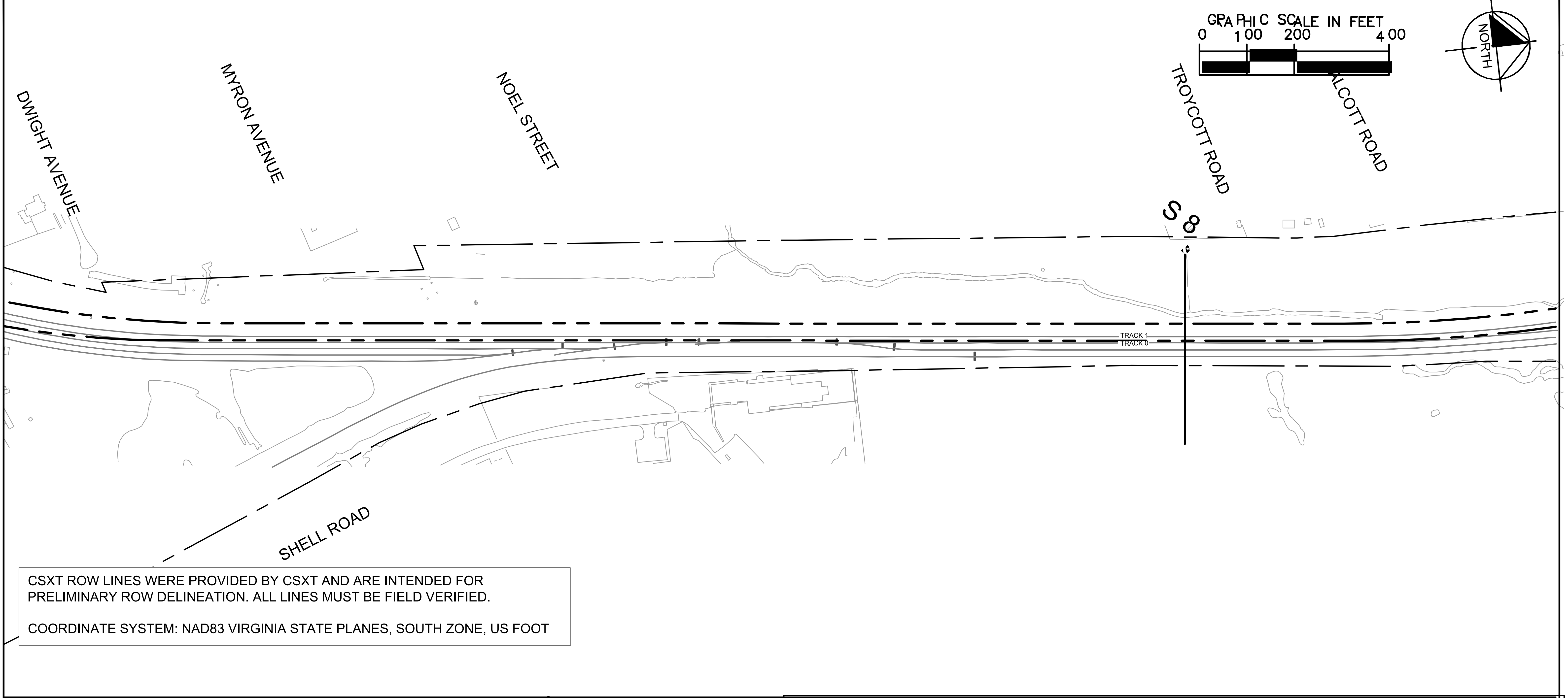
Kimley»Horn

SHEET
EV-245
OF
EV-283

FD 36544

Confidential Business Information Redacted

Exhibit B



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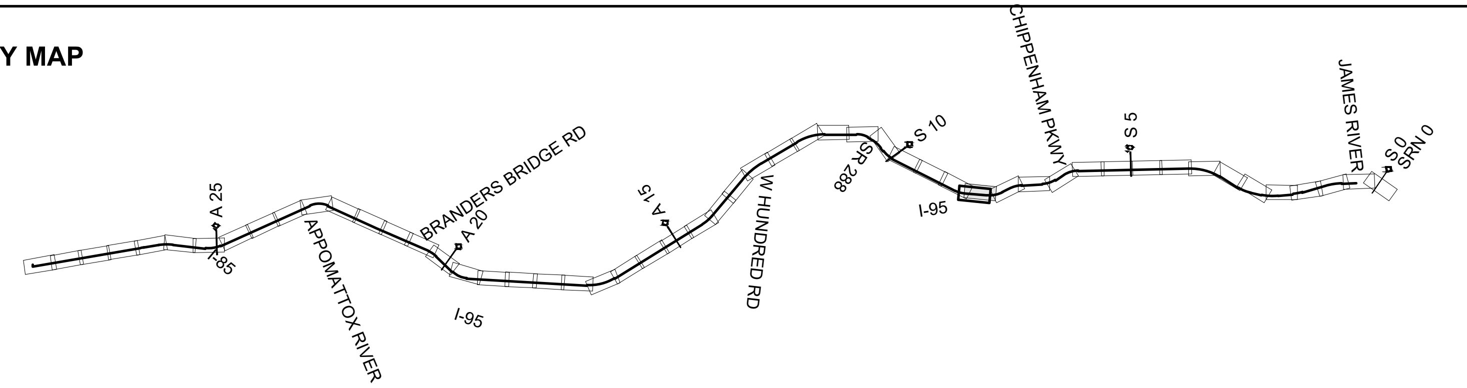
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04682

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-246
OF
EV-283

Mar. 16 2021 04:15 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x3-Design-Layout.dwg By: jonumdc

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Confidential Business Information Redacted

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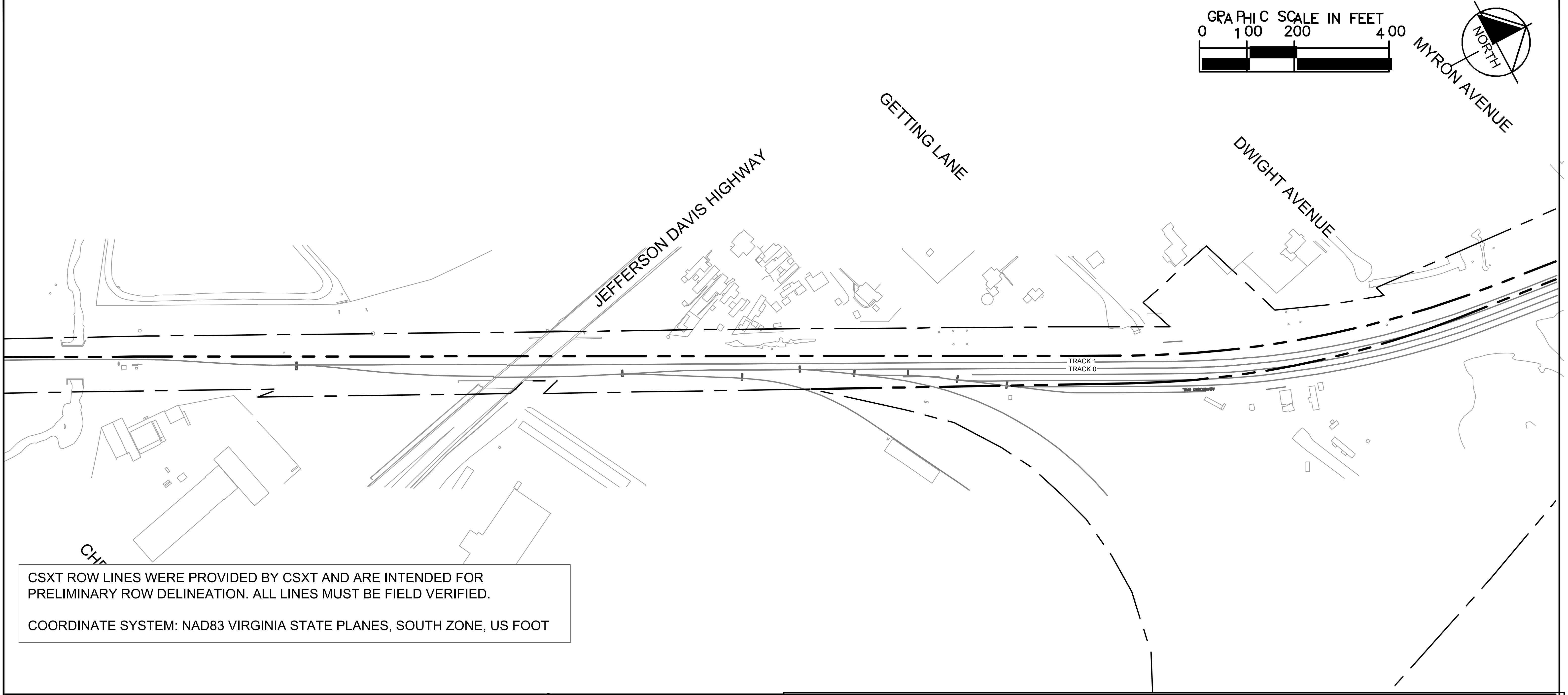

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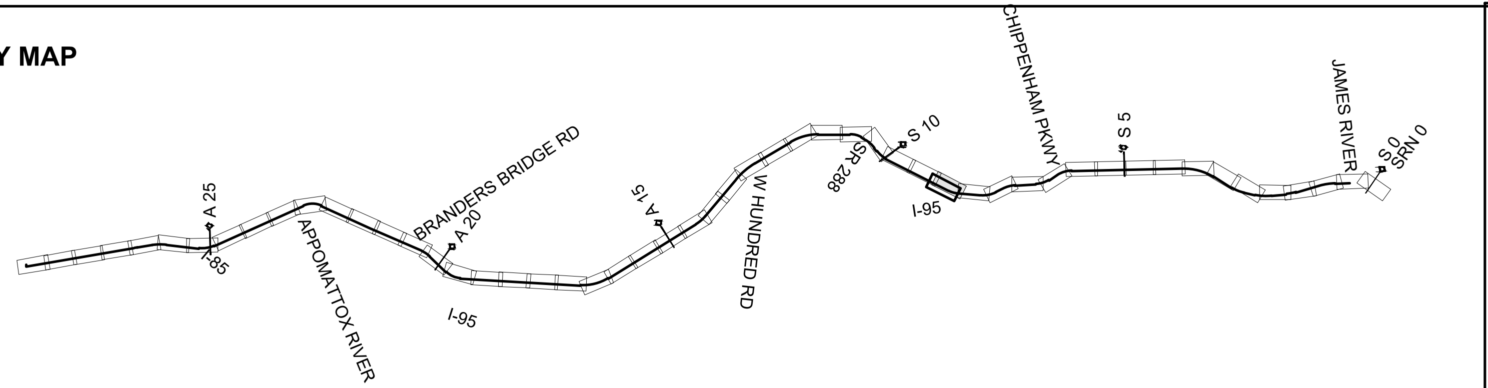
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04682

DATE: 3/16/2021

SHEET
EV-247
OF
EV-283

Mar. 18 2021 04:15 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorumd.c

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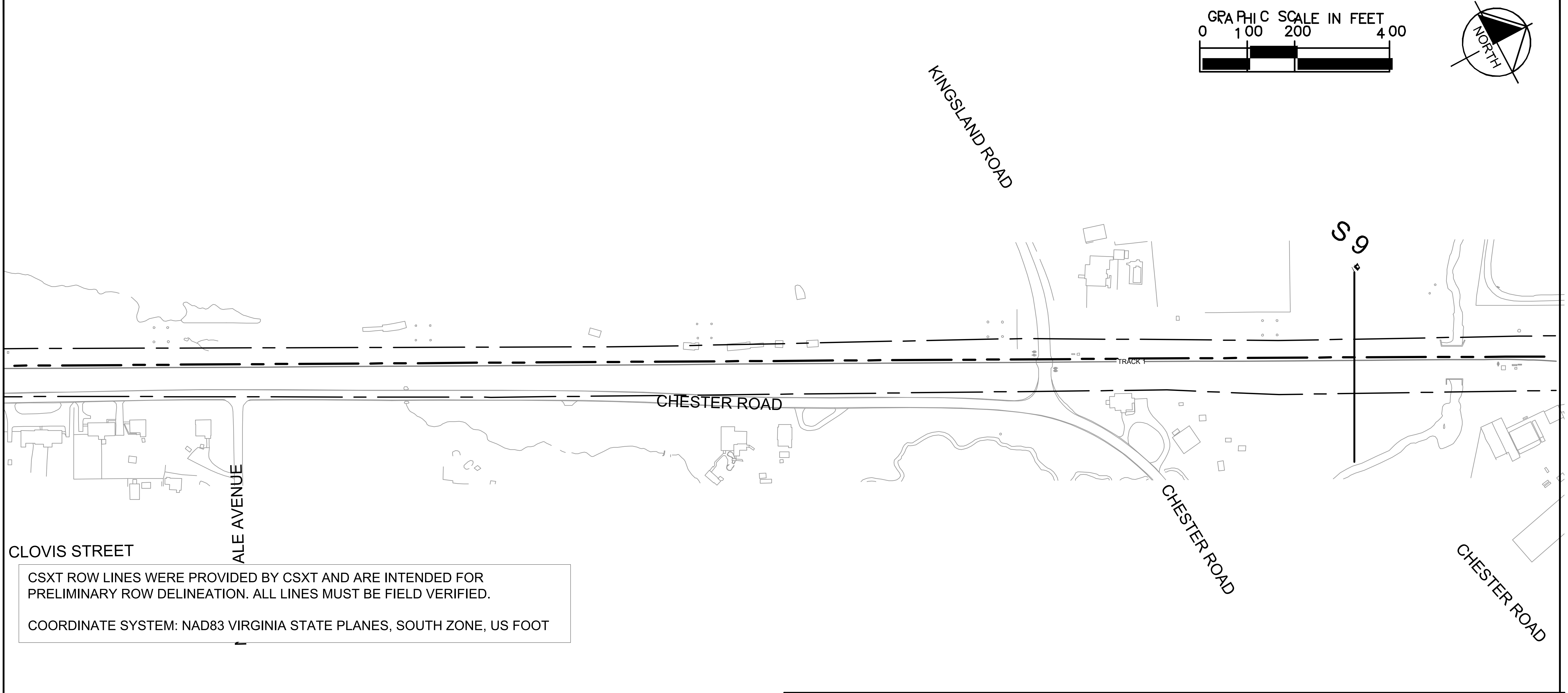
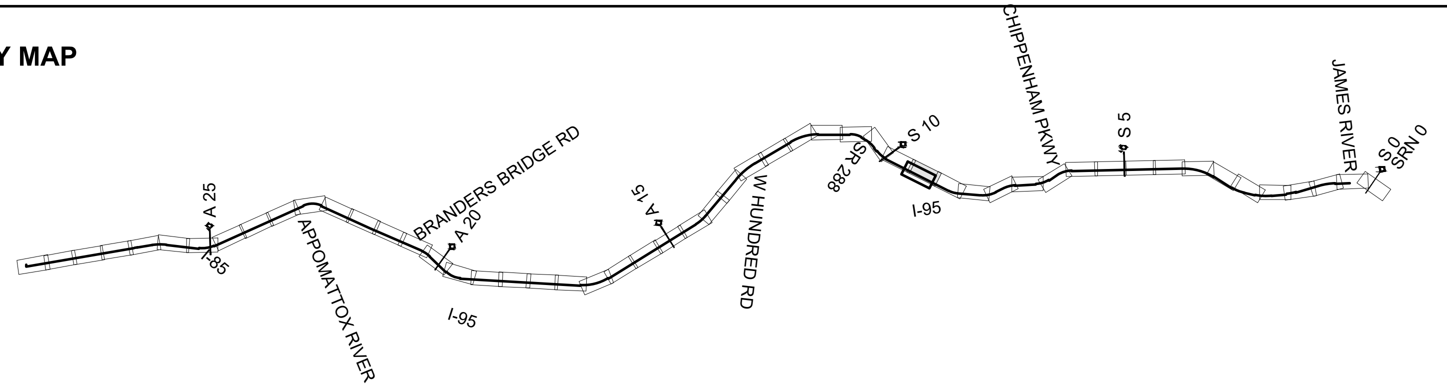
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

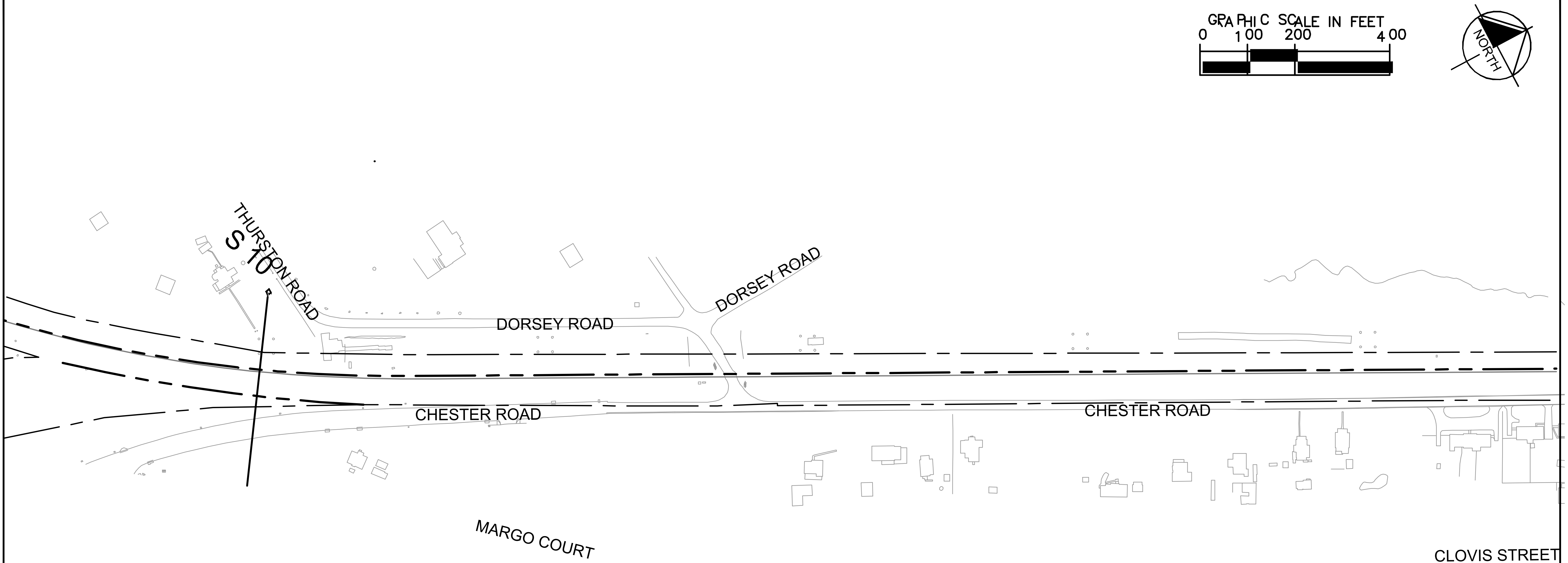
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024

DATE: 3/16/2021

SHEET
EV-248
OF
EV-283

Mar, 16 2021 04:15 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc



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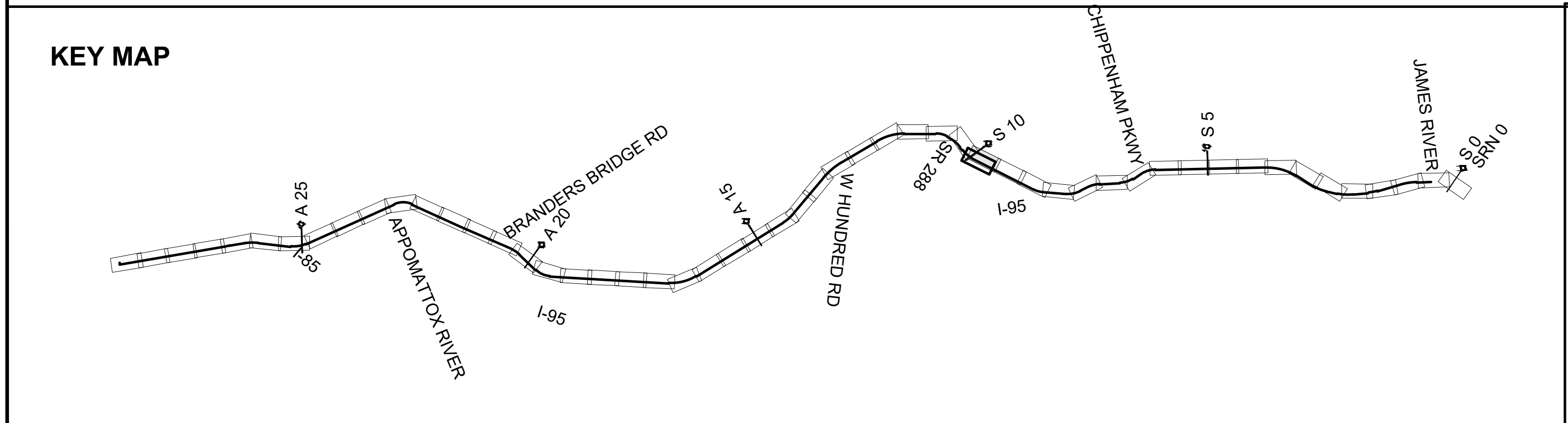
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

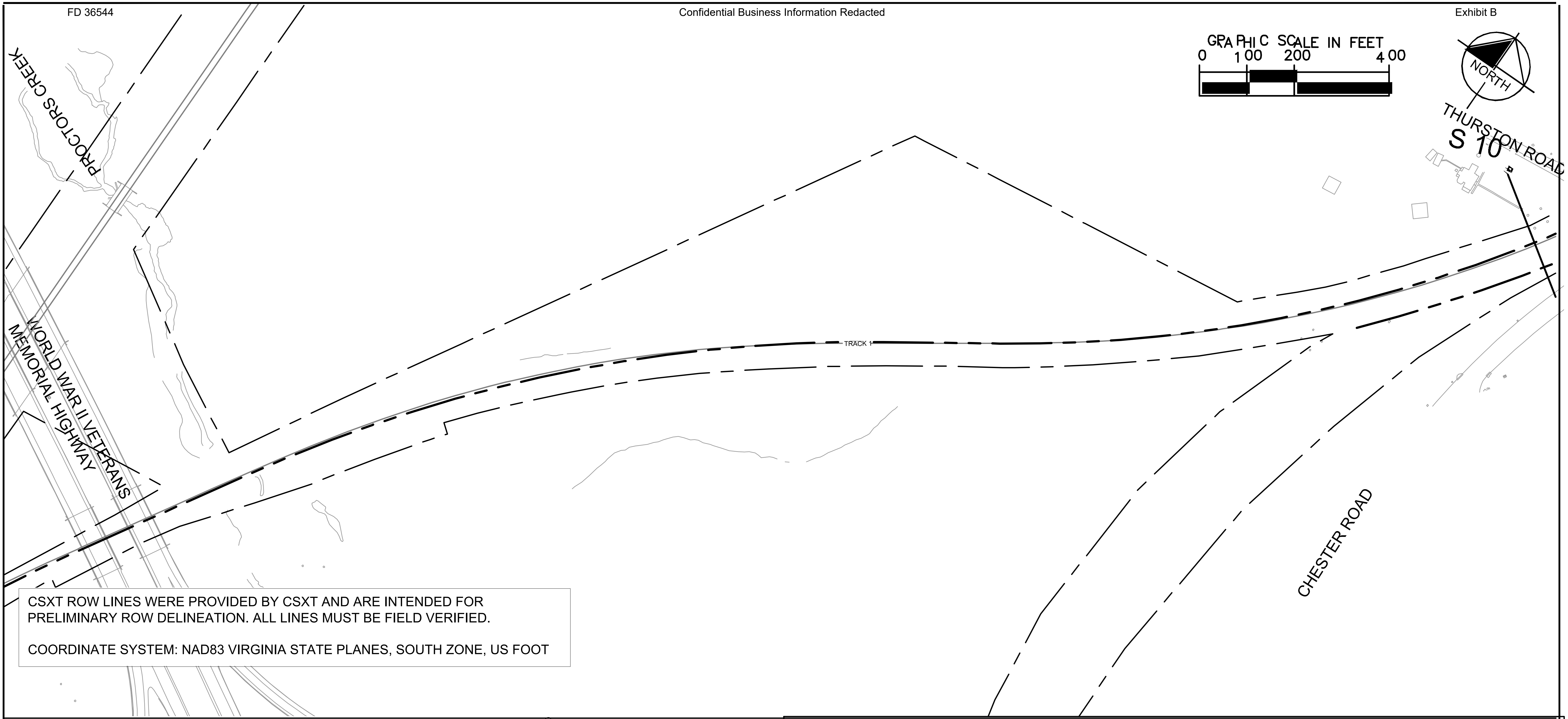
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-249
OF
EV-283



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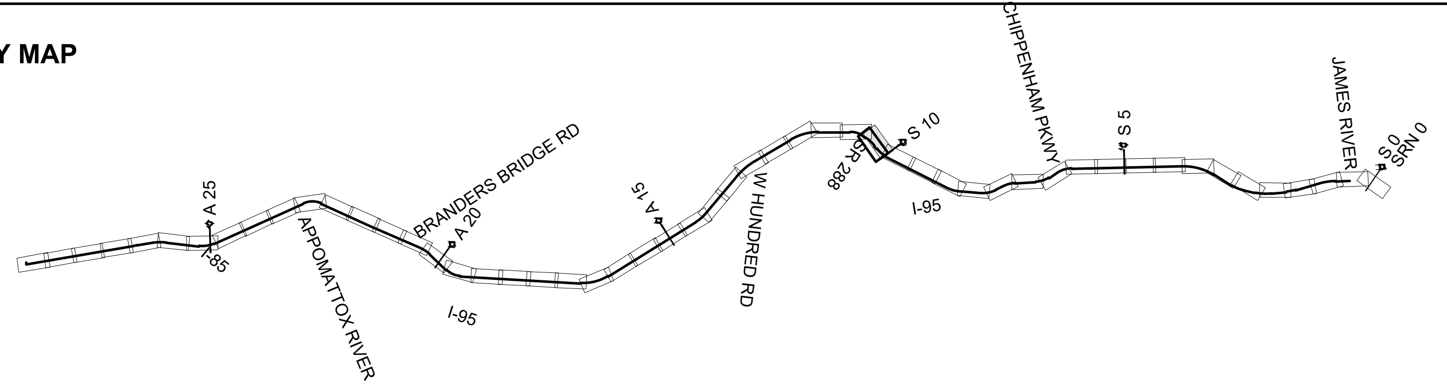
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024

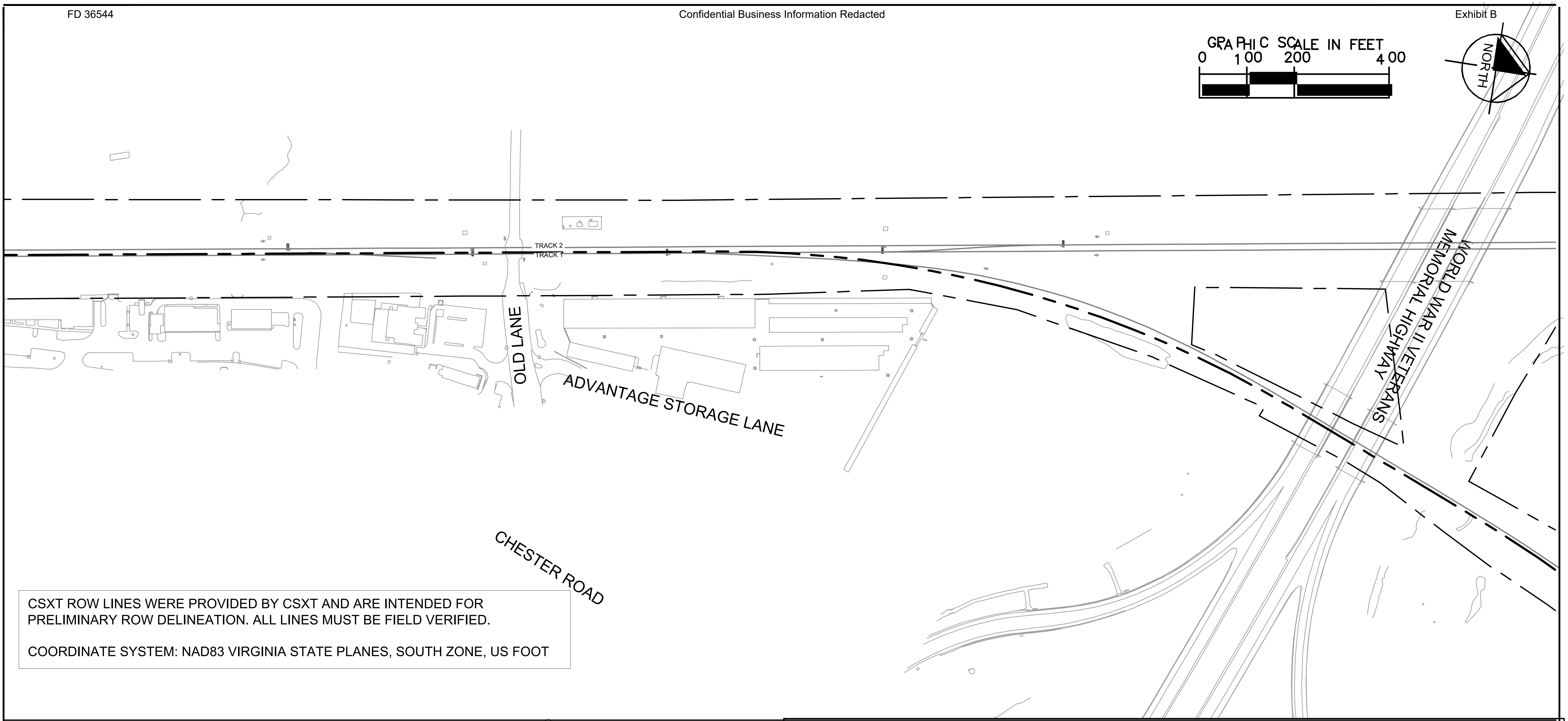
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-250
OF
EV-283

Mar. 16 2021 04:15 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CADD\Sheets\PS1A_xS-Design-Layout.dwg By: jonursic

Exhibit B



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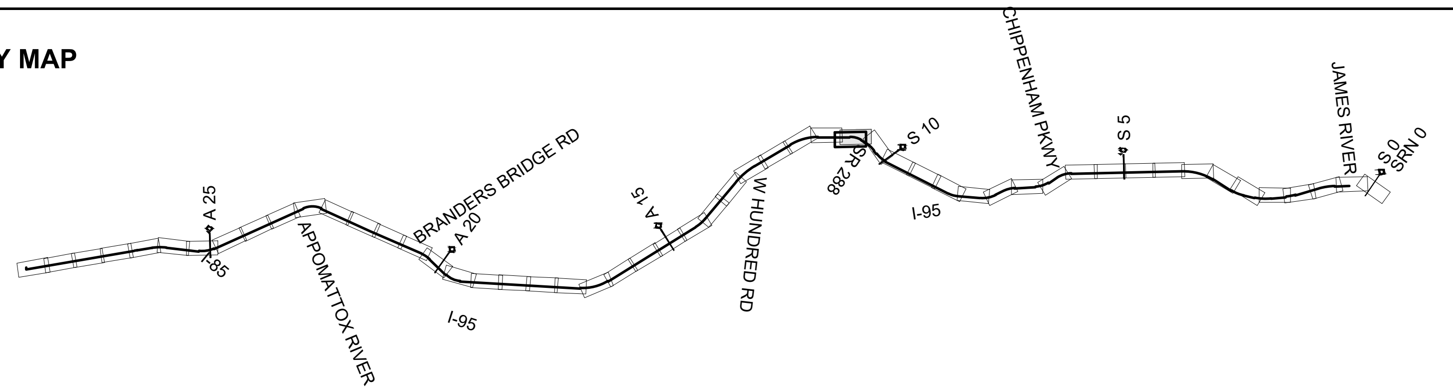
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

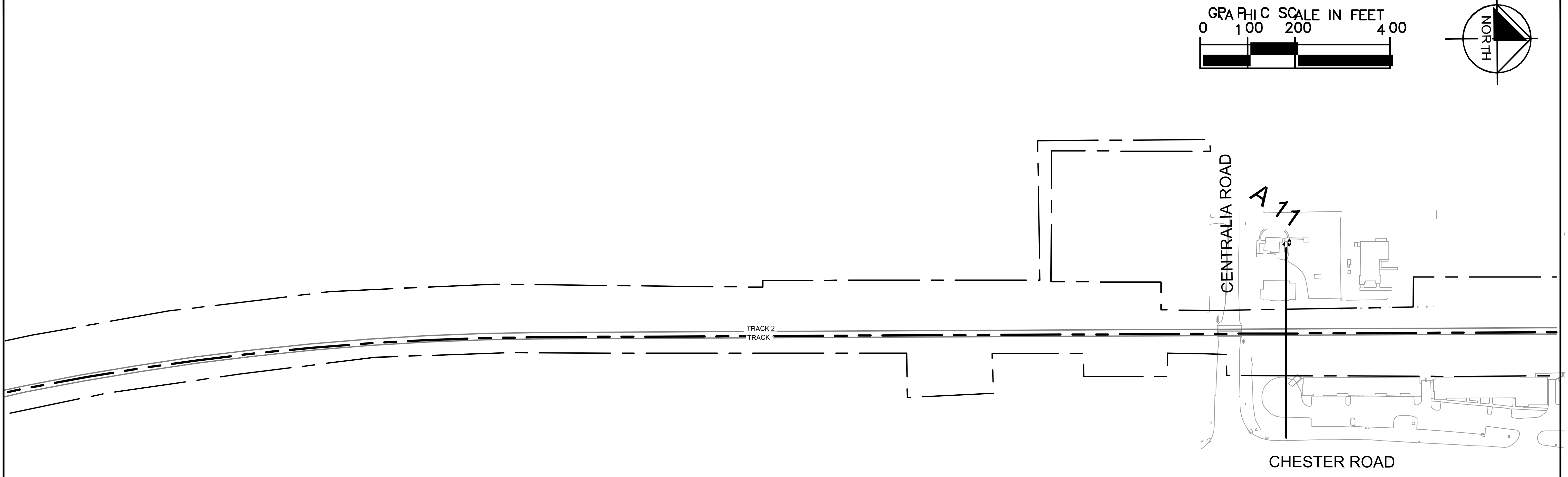
CSXT VAL MAP:V00024

DATE: 3/16/2021

Kimley»Horn

SHEET EV-251 OF EV-283

Mar, 16 2021 04:15 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc



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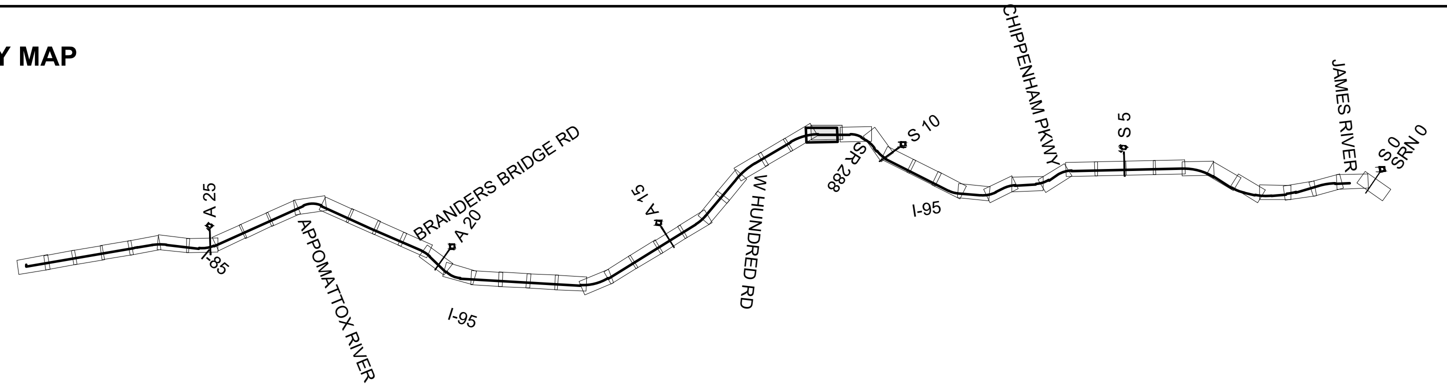
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
——	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

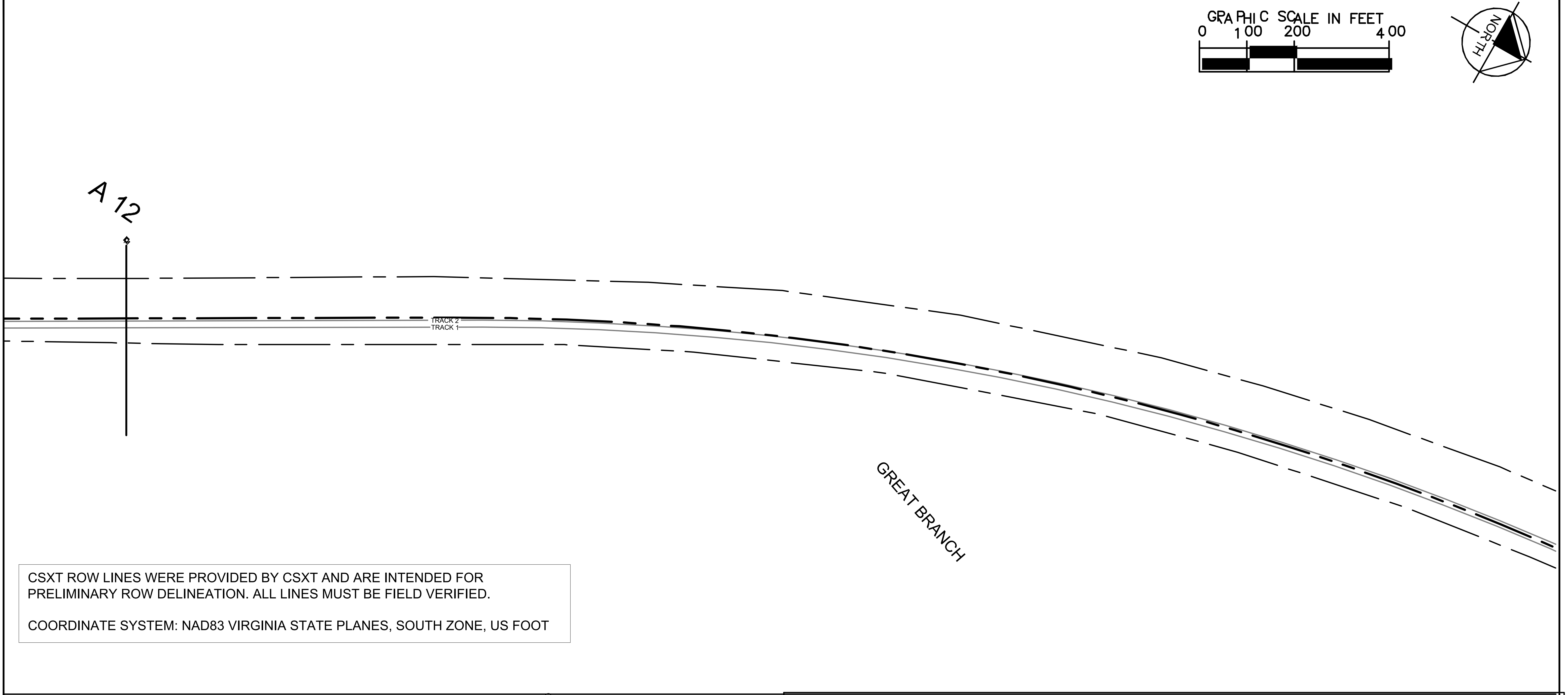
CSXT VAL MAP:V00024

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-252
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc



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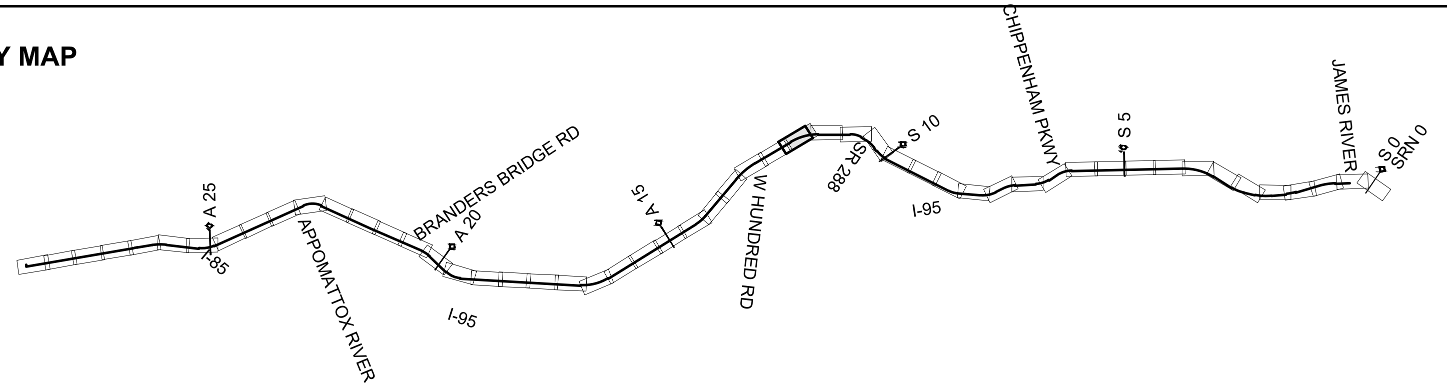
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024

DATE: 3/16/2021

SHEET EV-253 OF EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x5-Design-Layout.dwg By: jonurnatc

FD 36544

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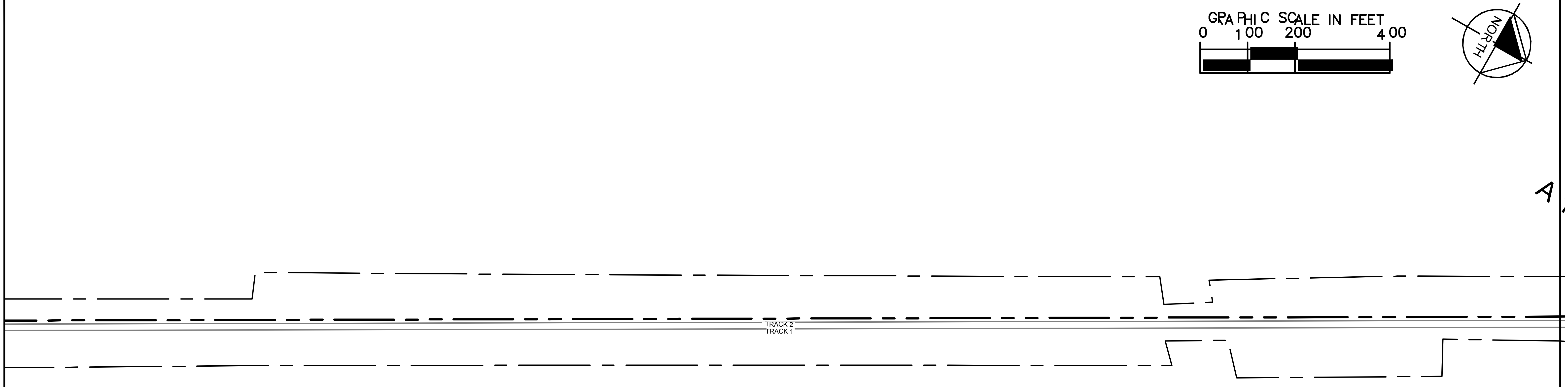
Exhibit B



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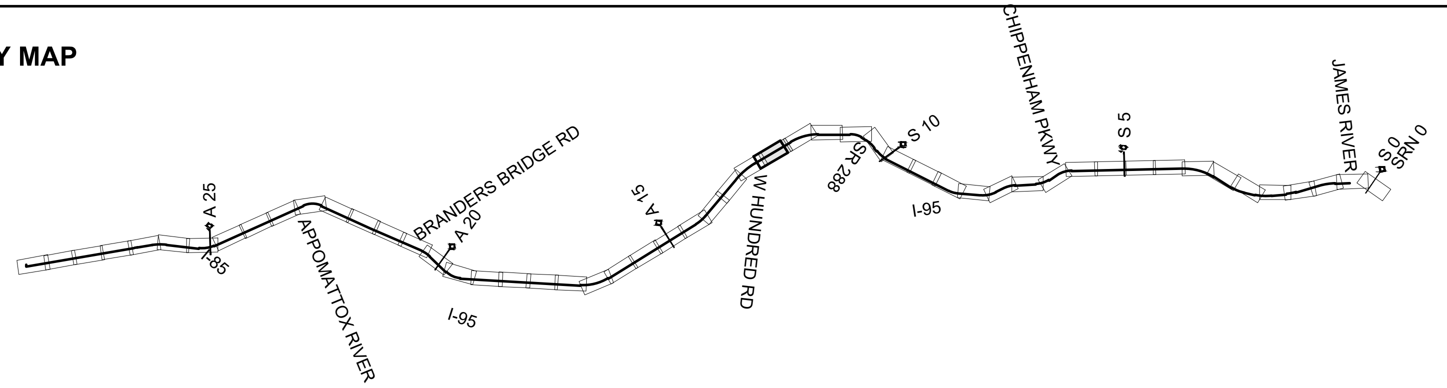
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ‒ ‒ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
—— - ——	CSXT ROW		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

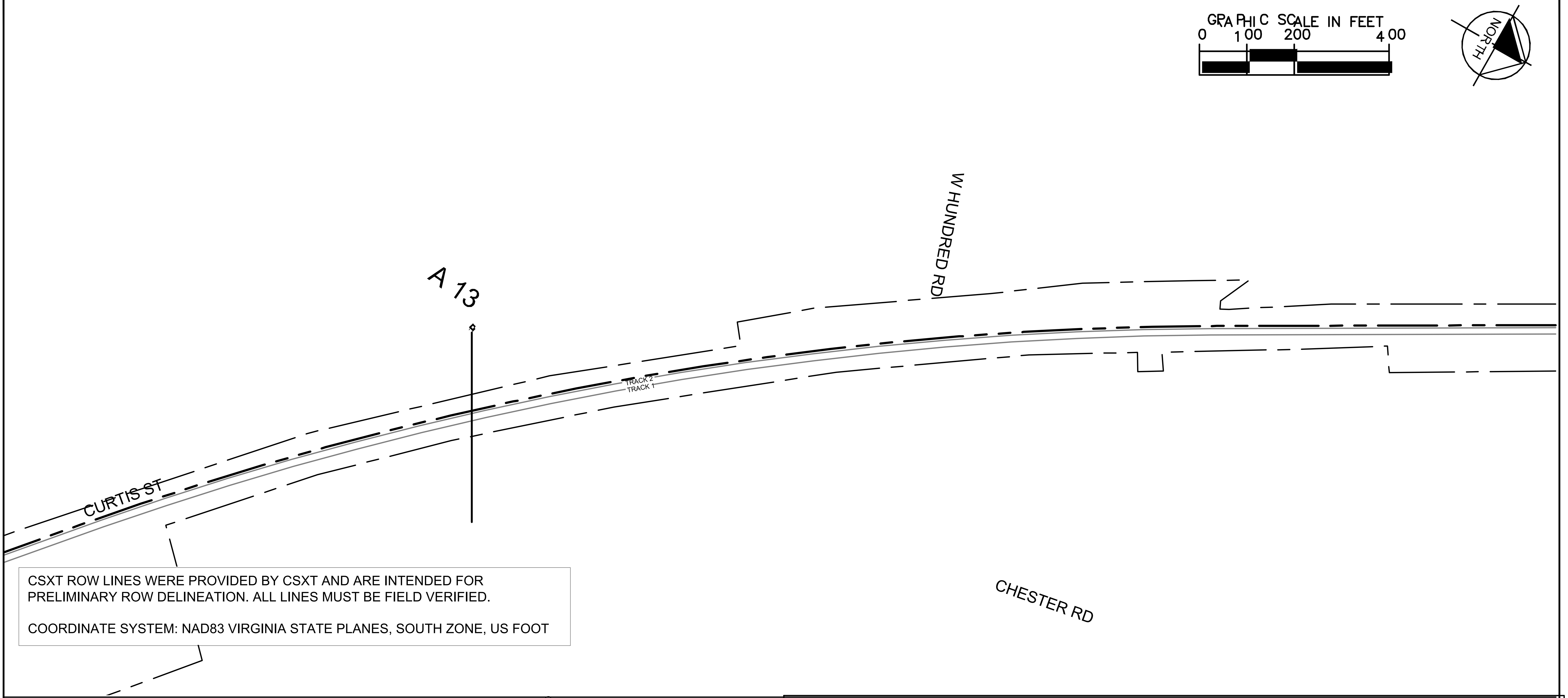
CSXT VAL MAP:V00025

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-254
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorumdc



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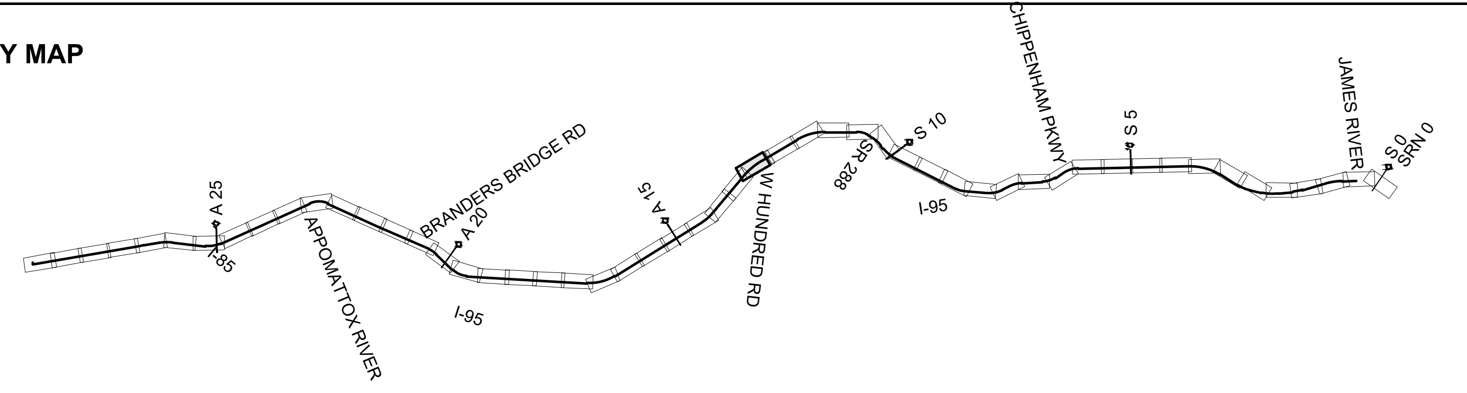
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
── - ──	CSXT ROW		

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/16/2021

SHEET
EV-255
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorum.sc

FD 36544

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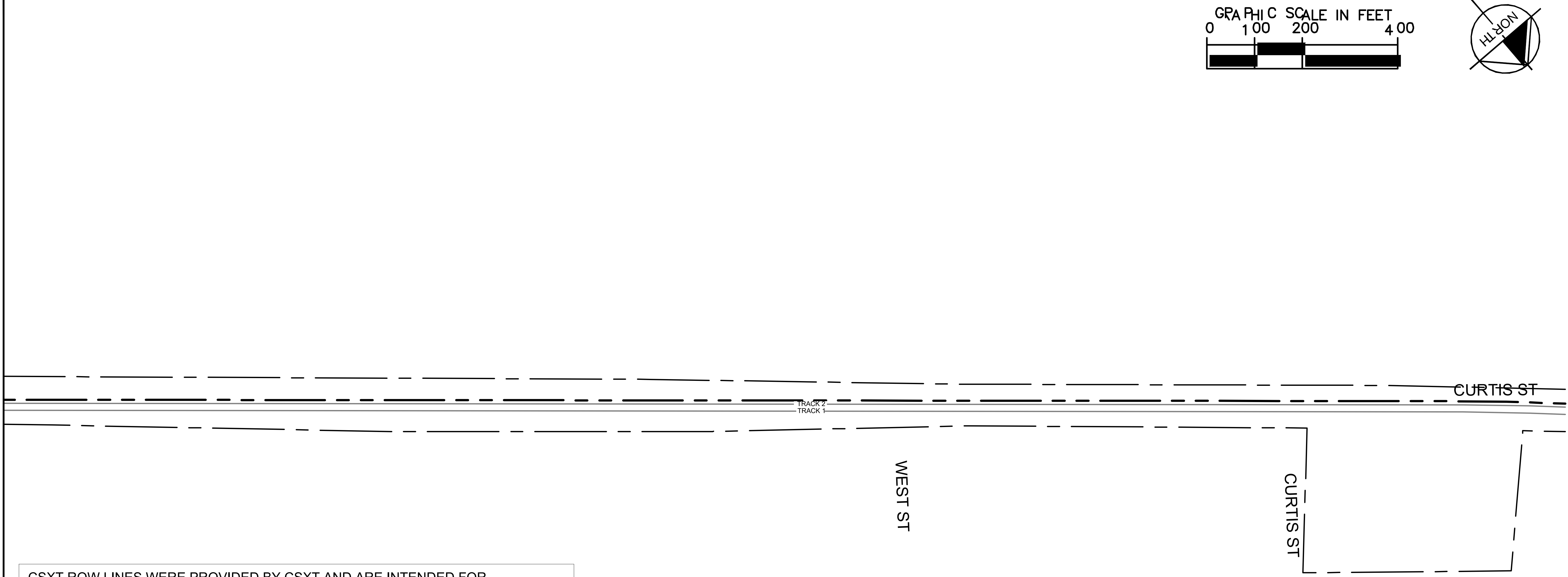
Exhibit B



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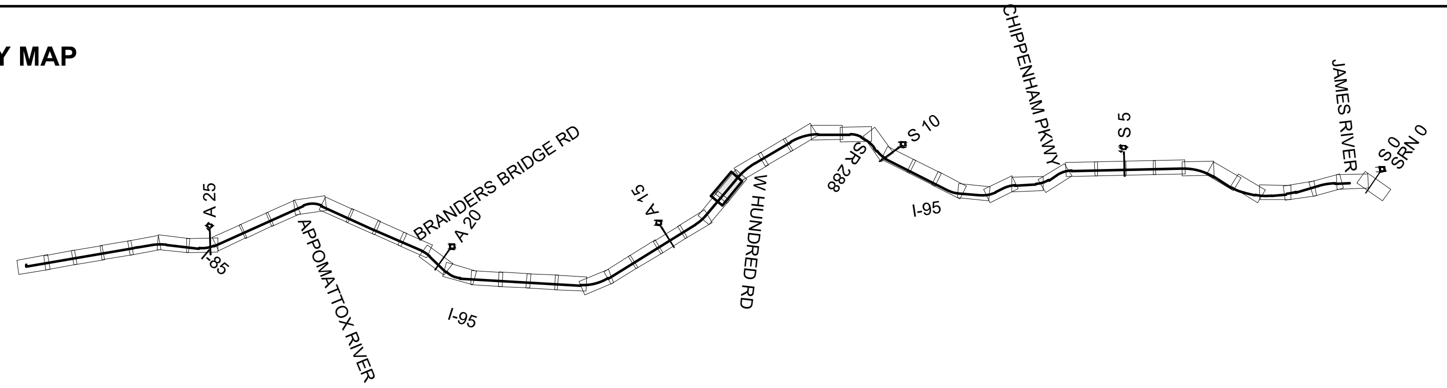
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/16/2021

SHEET
EV-256
OF
EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonurnd c

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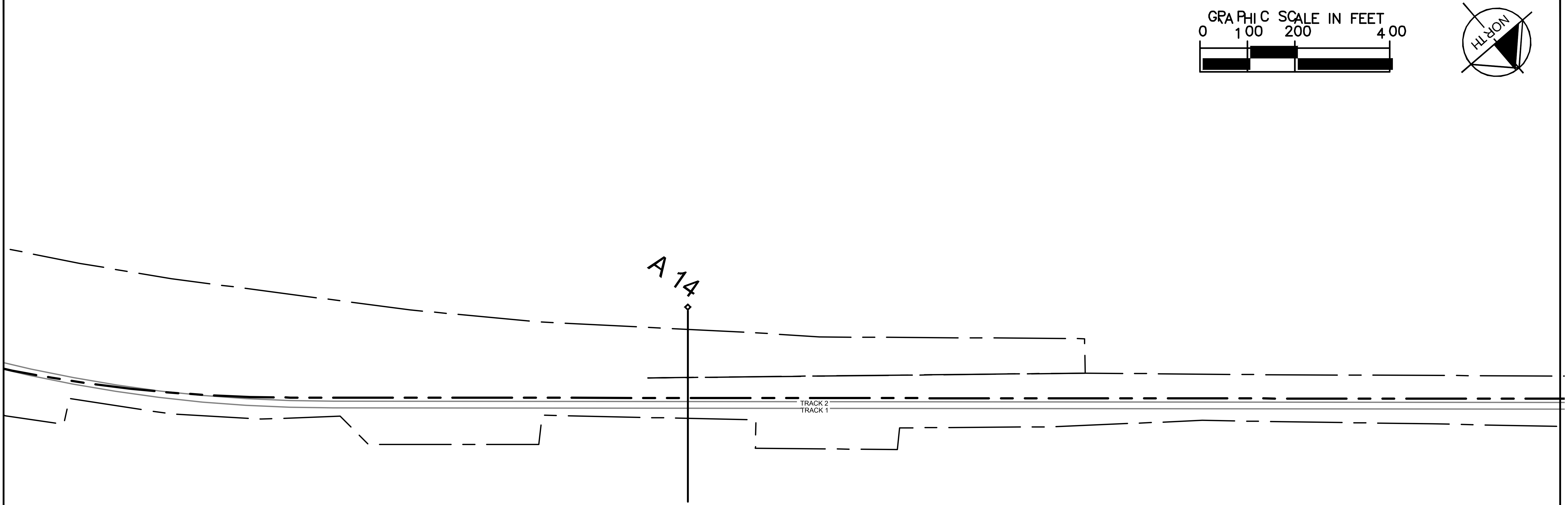
Exhibit B



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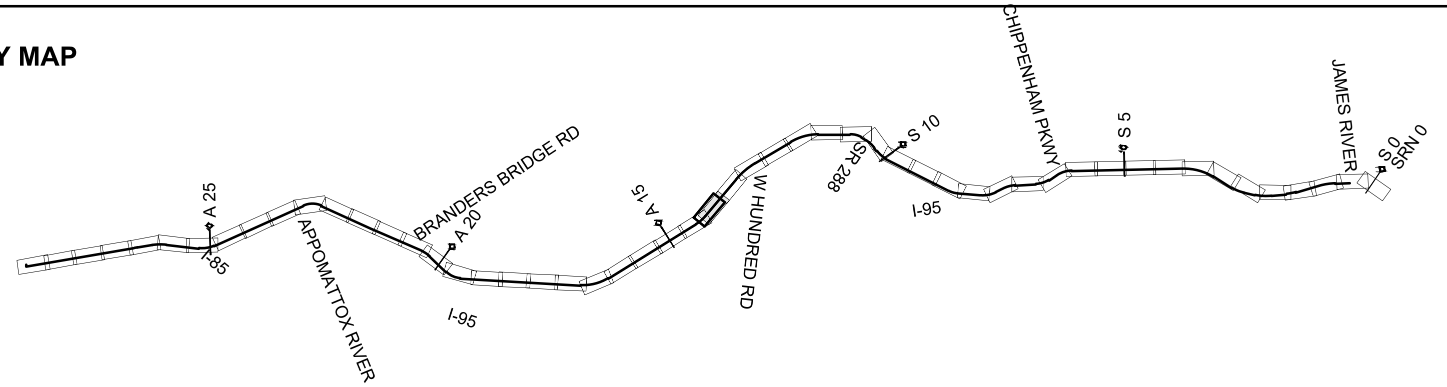
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

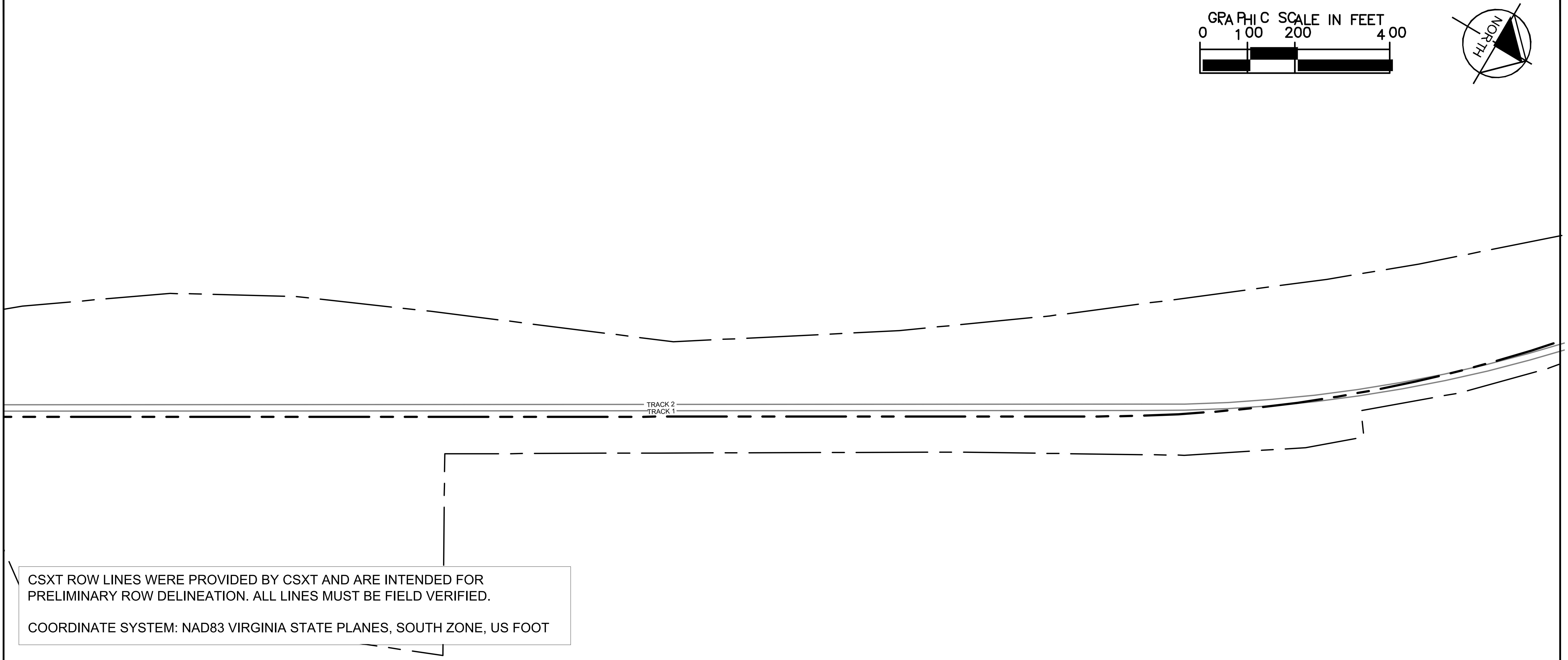
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/16/2021

SHEET
EV-257
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonurnatc



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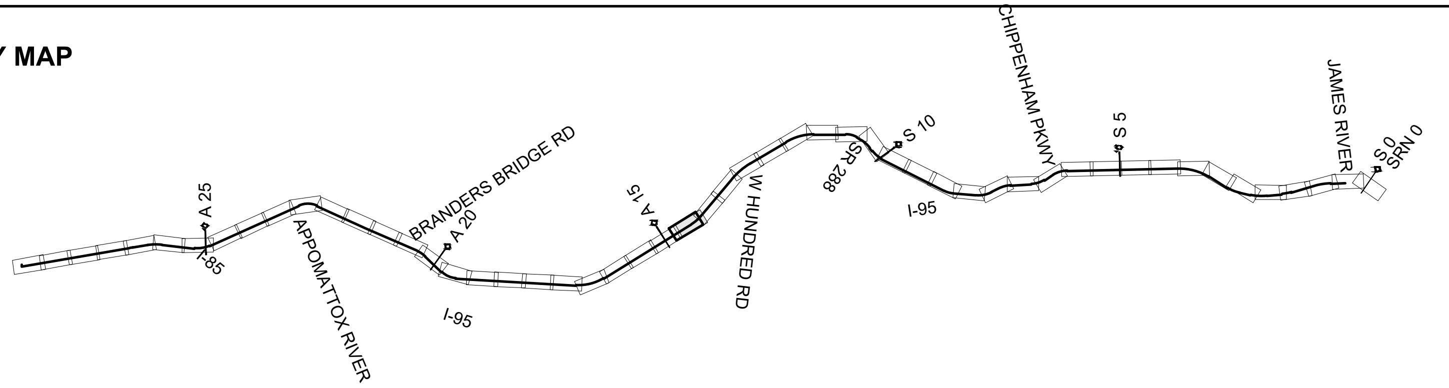
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



―	EXISTING TRACK	▬ ▬ ▬	CSXT-DRPT DELINEATION
―	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/16/2021

SHEET
EV-258
OF
EV-283

Mar. 16 2021 04:16 pm K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorunndc

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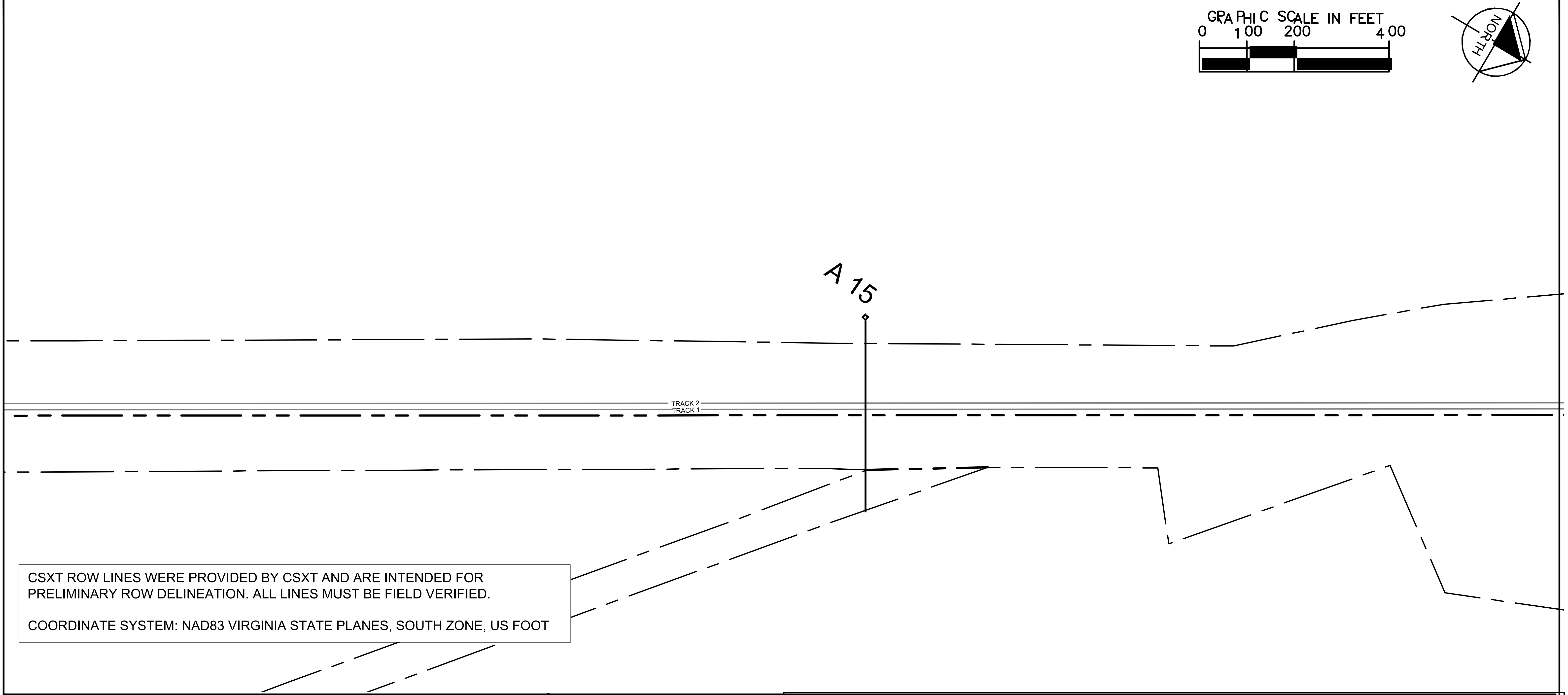
Exhibit B



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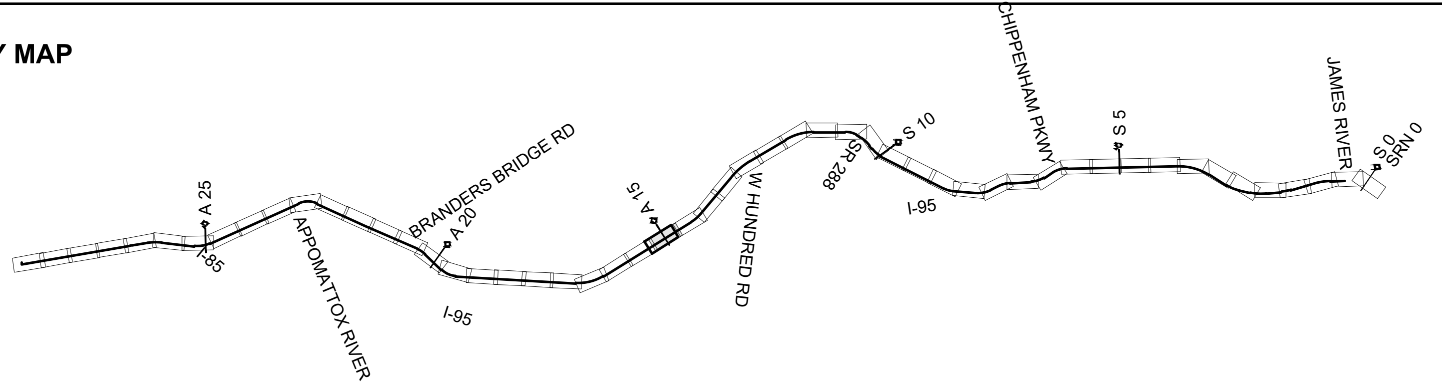


───	EXISTING TRACK
───	PROPOSED TRACK
- - - - -	SHIFTED TRACK
─ - ─	CSXT ROW
─ - - ─	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/16/2021

Kimley»Horn

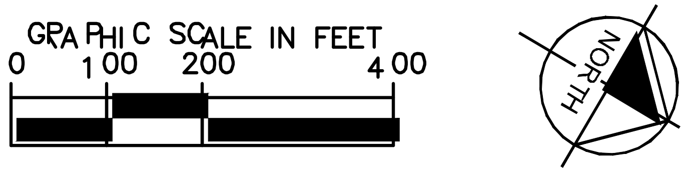
SHEET EV-259 OF EV-283

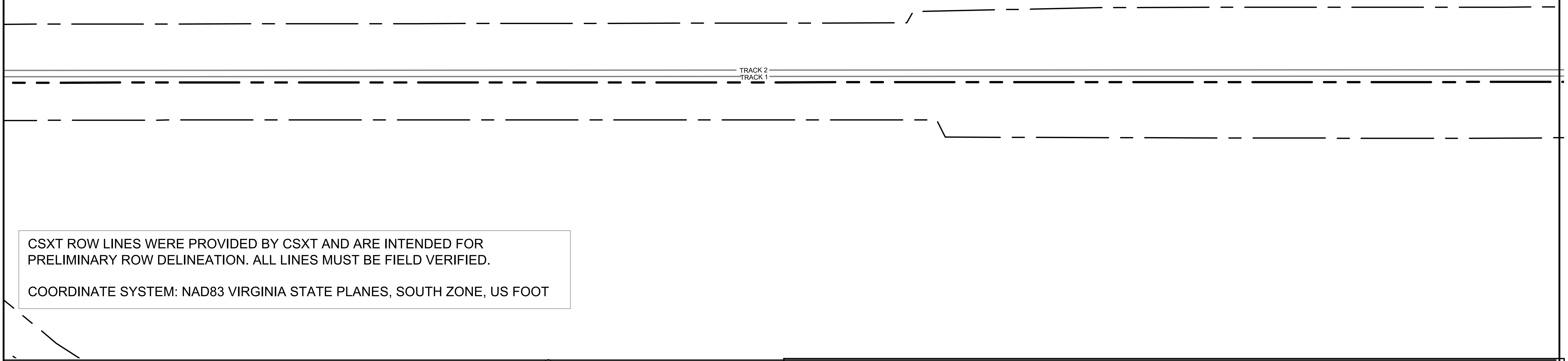
Mar. 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x5-Design-Layout.dwg By: jonurnstc

FD 36544

Confidential Business Information Redacted

Exhibit B





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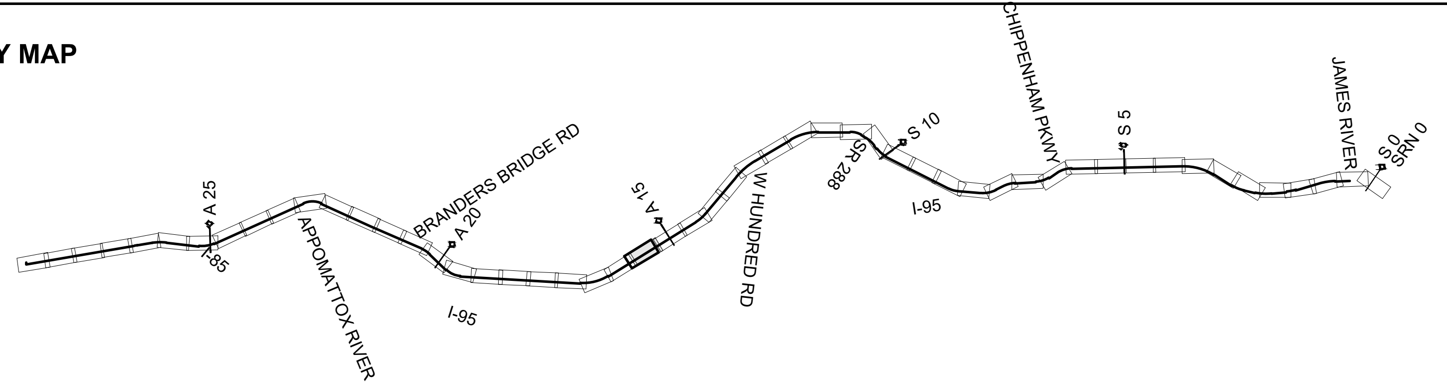
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



━	EXISTING TRACK
━	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-260
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorumdc

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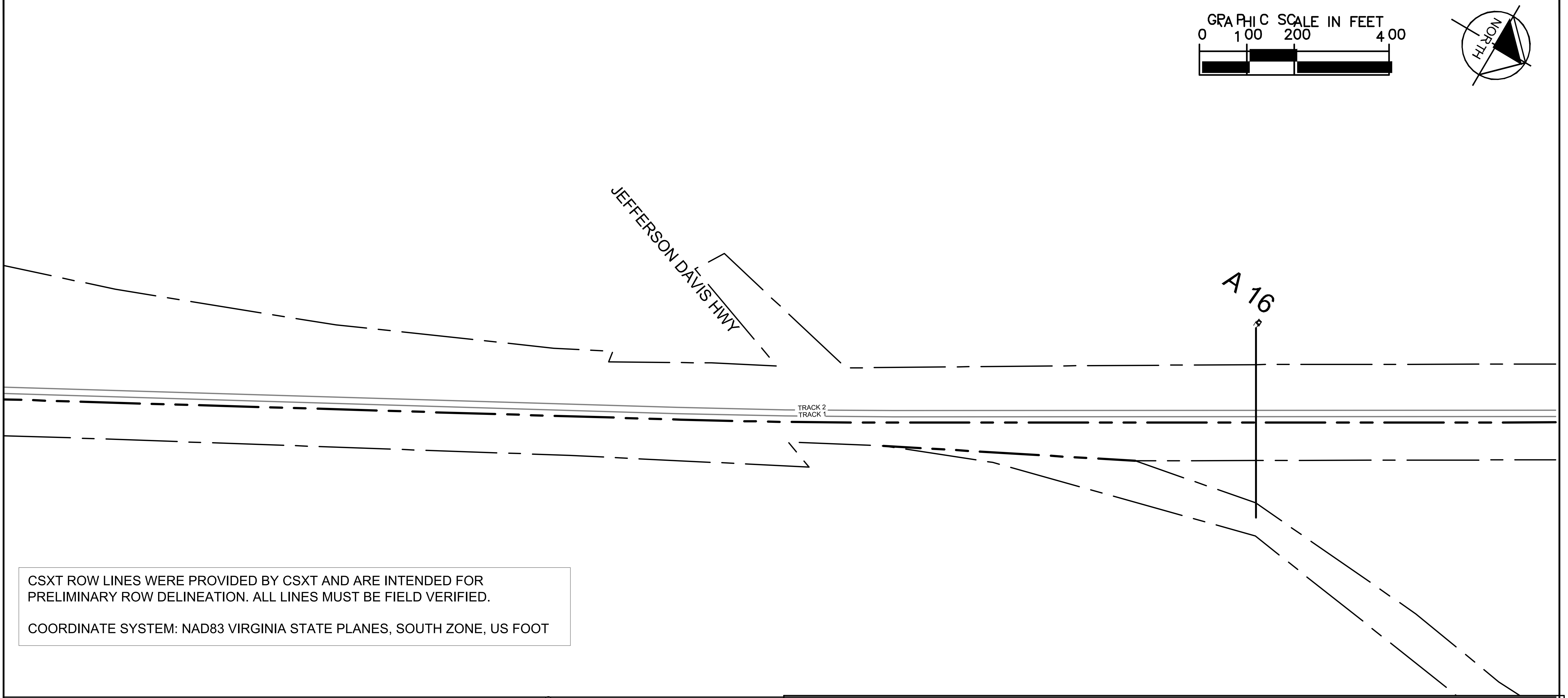

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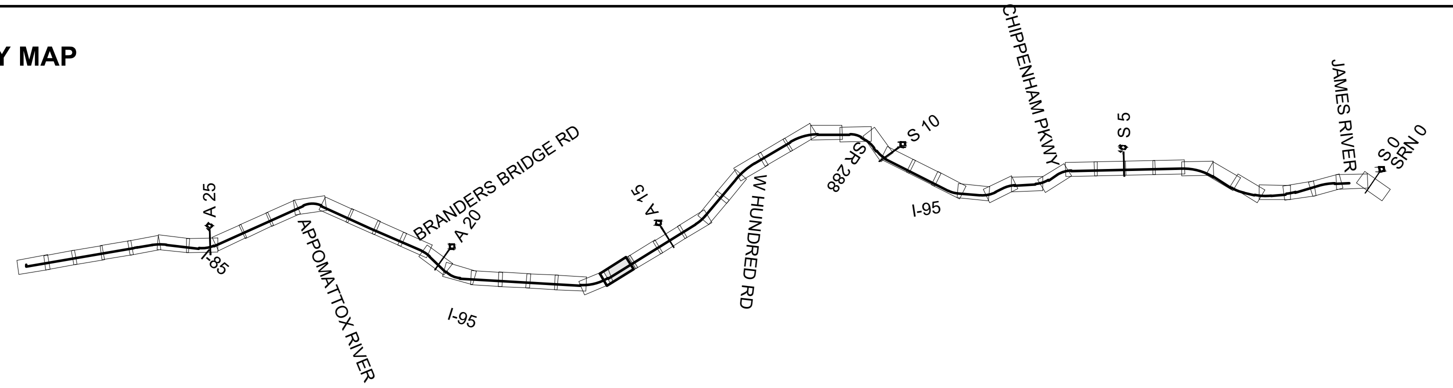
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



─── EXISTING TRACK	━ ━ ━ CSXT-DRPT DELINEATION
─── PROPOSED TRACK	▬ ▬ ▬ JURISDICTION LINE (FROM GIS)
- - - - SHIFTED TRACK	
── ─ ── CSXT ROW	

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

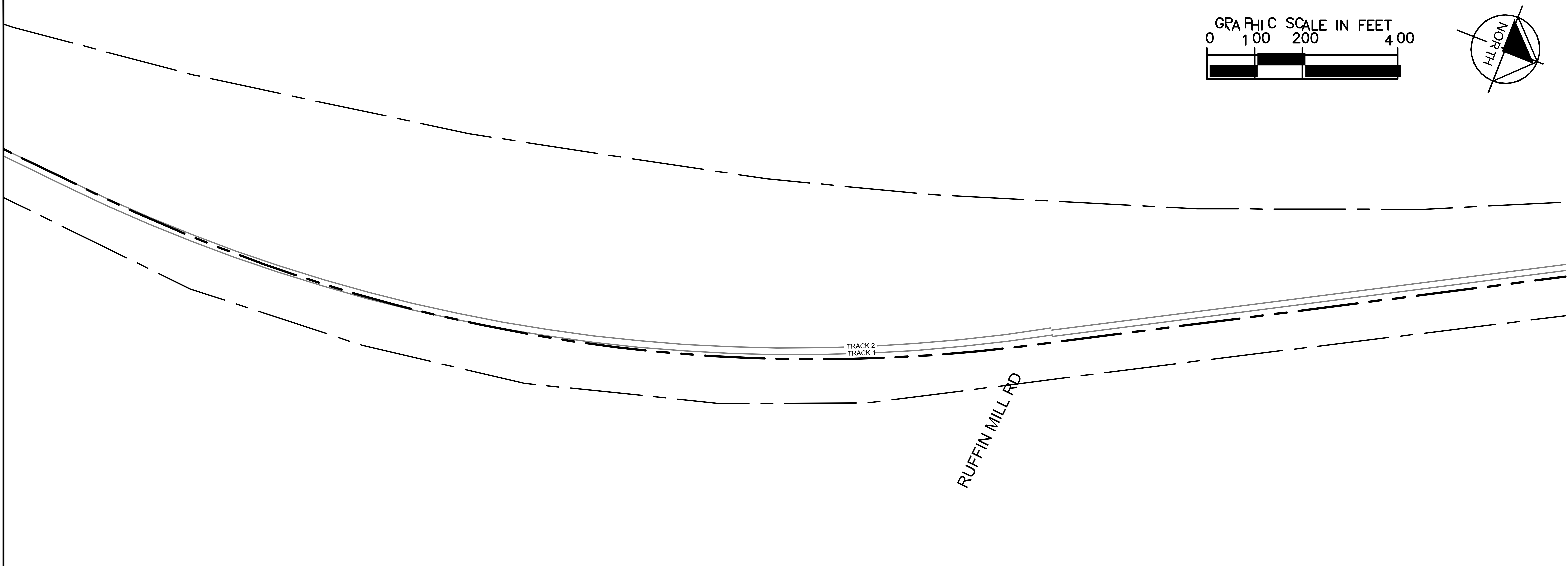
DATE: 3/16/2021

SHEET
EV-261
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonsmith

Confidential Business Information Redacted

Exhibit B



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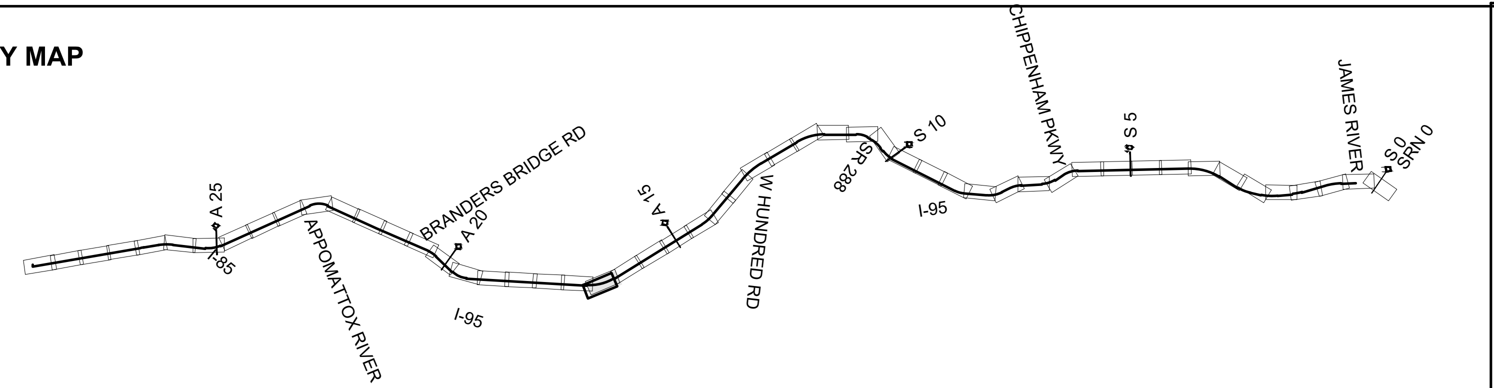
KEY MAP



───	EXISTING TRACK	▬ ▬ ▬	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

DATE: 3/16/2021

Kimley»Horn

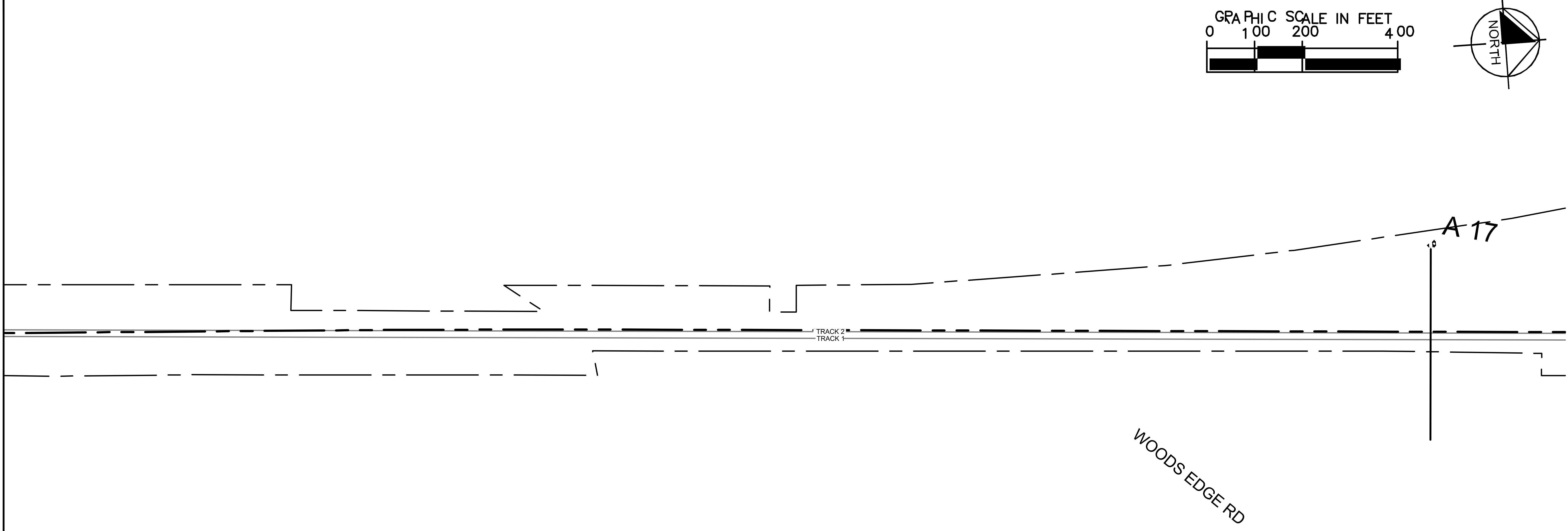
SHEET
EV-262
OF
EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x3-Design-Layout.dwg By: jorundc

FD 36544

Confidential Business Information Redacted

Exhibit B



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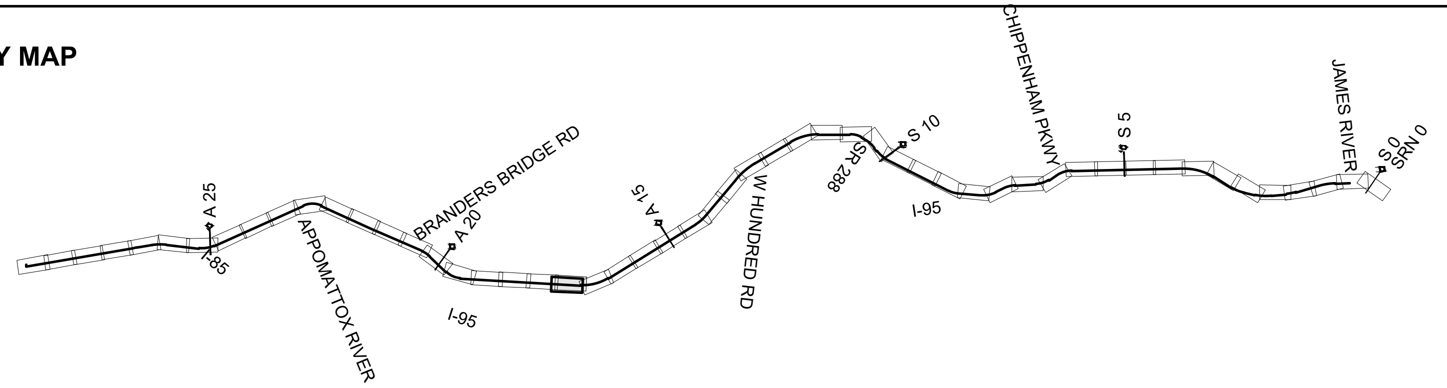
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

DATE: 3/16/2021

Kimley»Horn

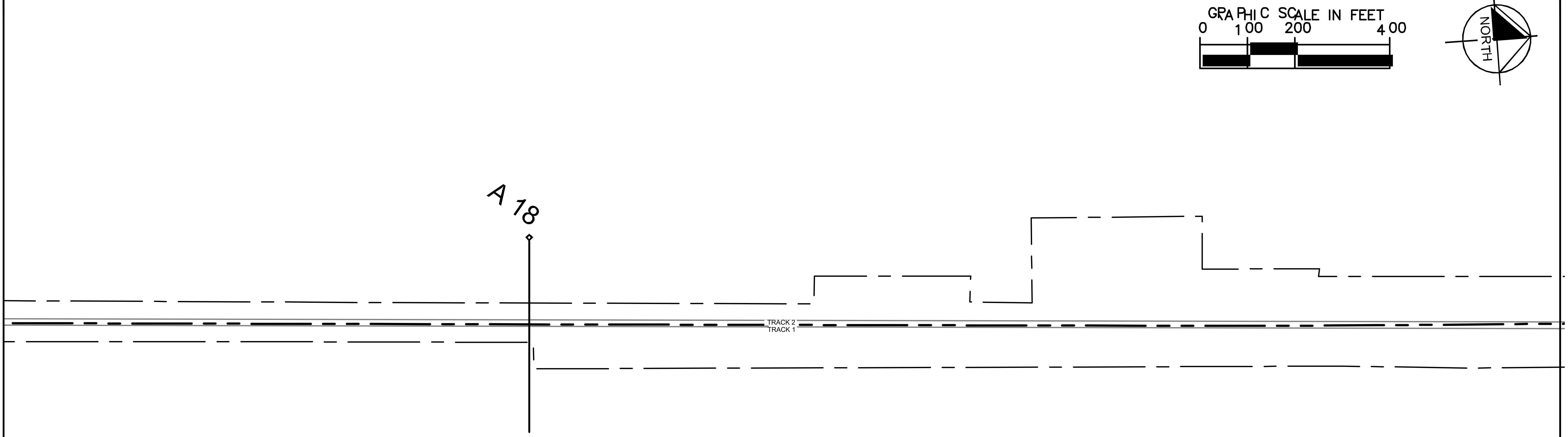
SHEET EV-263 OF EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc

FD 36544

Confidential Business Information Redacted

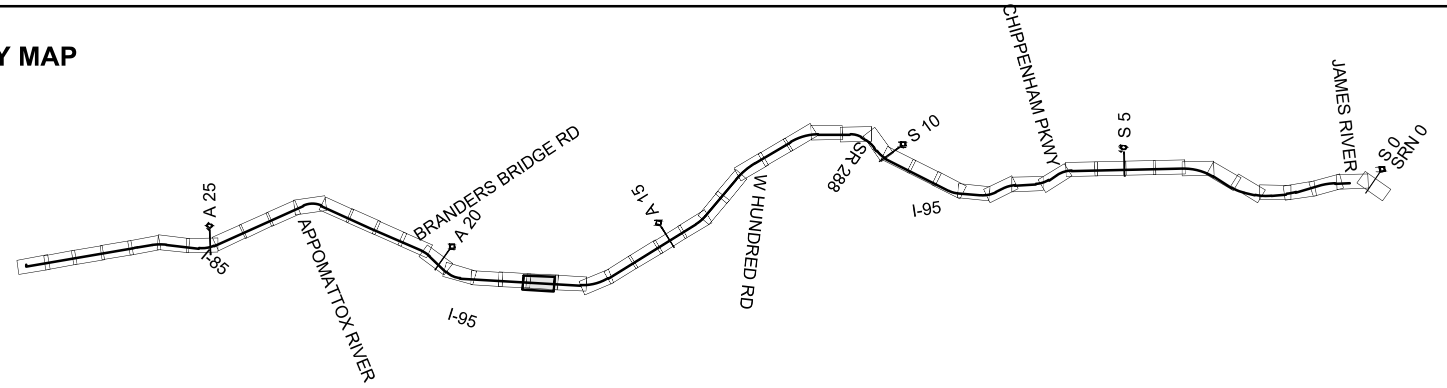
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—— EXISTING TRACK

—— PROPOSED TRACK

- - - - - - SHIFTED TRACK

— - — CSXT ROW

— - - - — CSXT-DRPT DELINEATION

▬ ▬ ▬ JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

DATE: 3/16/2021

Kimley»Horn

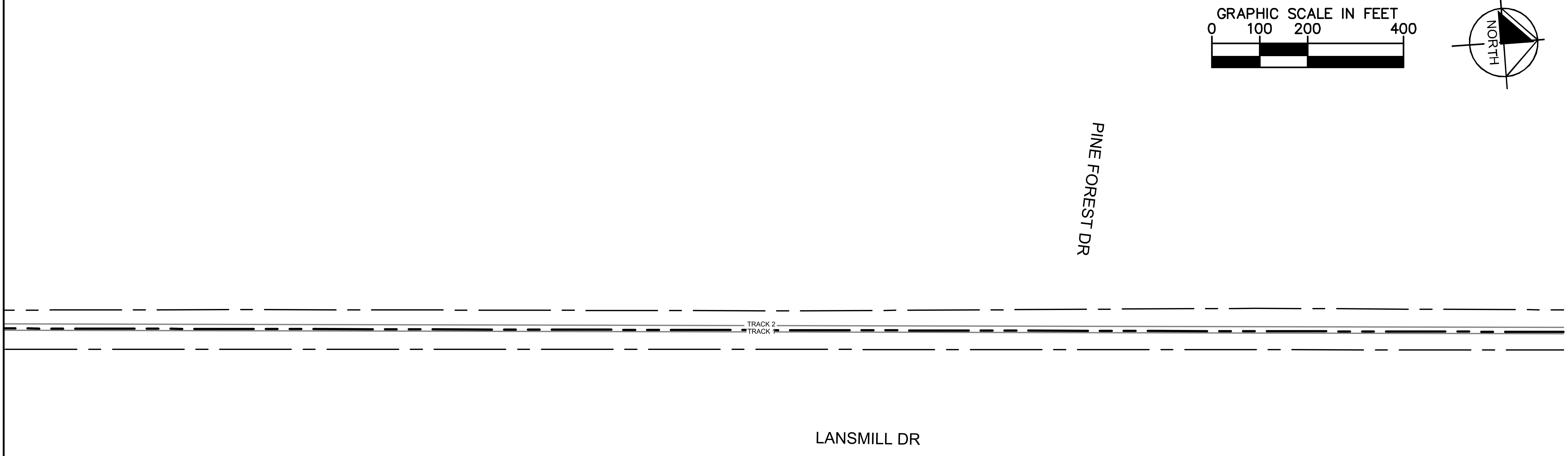
SHEET
EV-264
OF
EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x5-Design-Layout.dwg By: jorumdc

FD 36544

Confidential Business Information Redacted

Exhibit B



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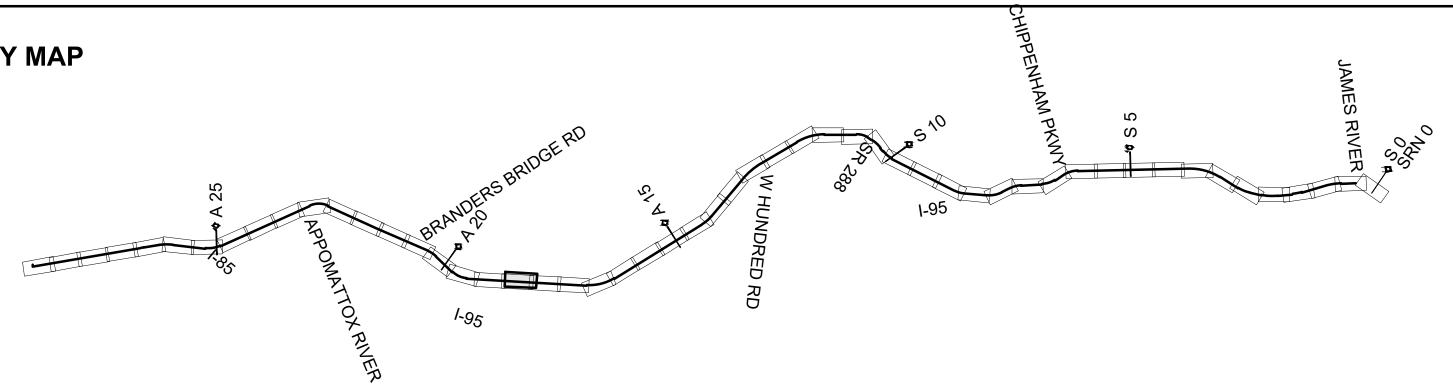
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

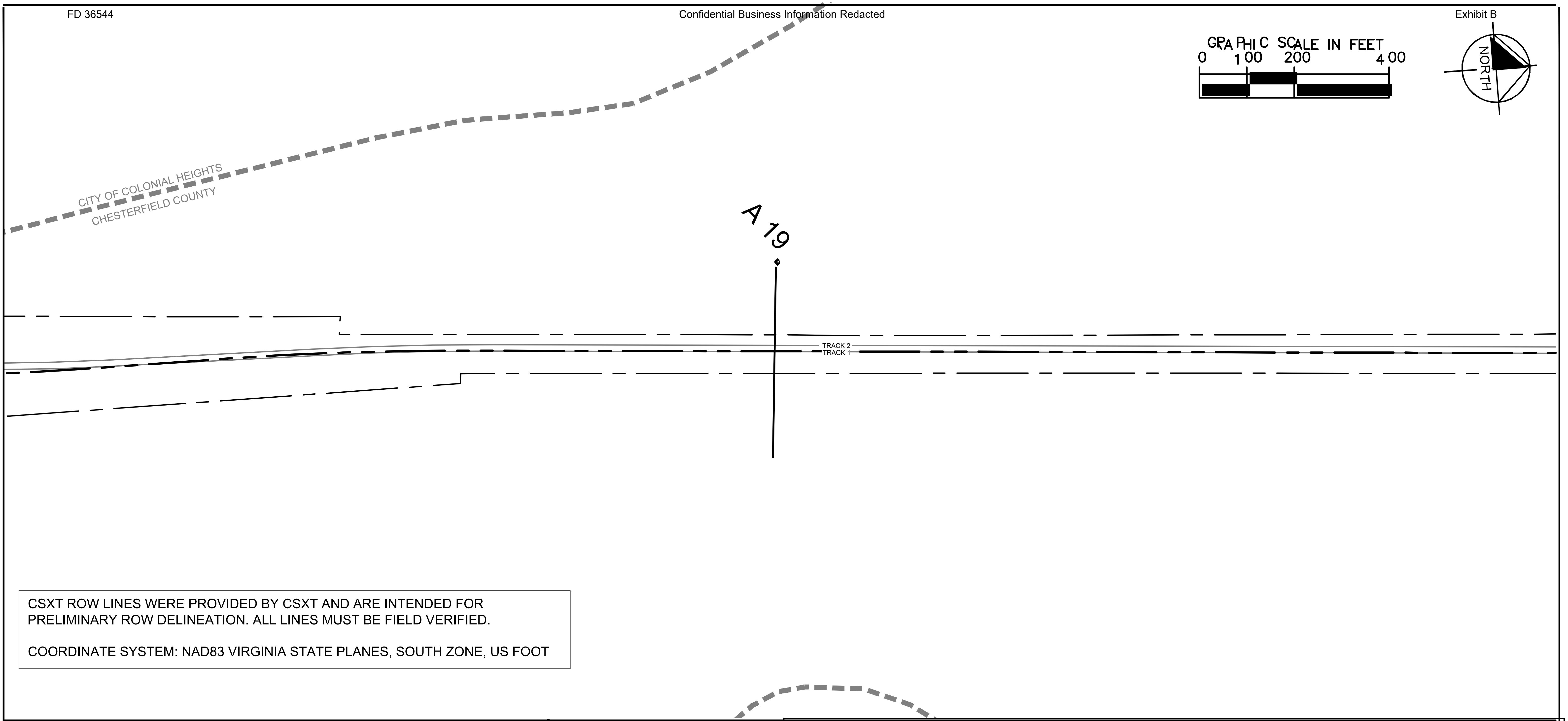
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-265
OF
EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113292000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\RS1A_v3-Design-Layout.dwg By: jom.mota

Exhibit B



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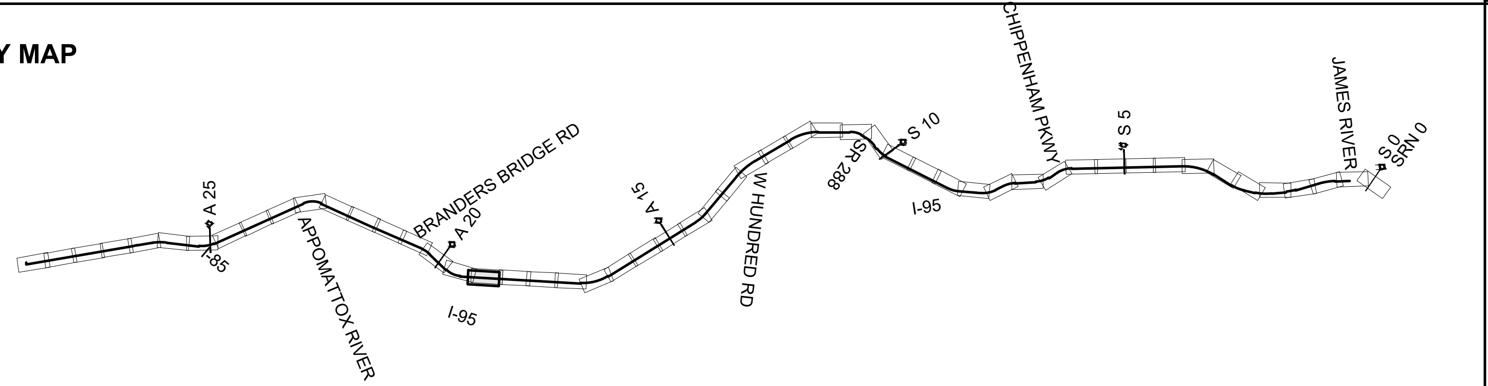
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VAL MAPS - DESIGN

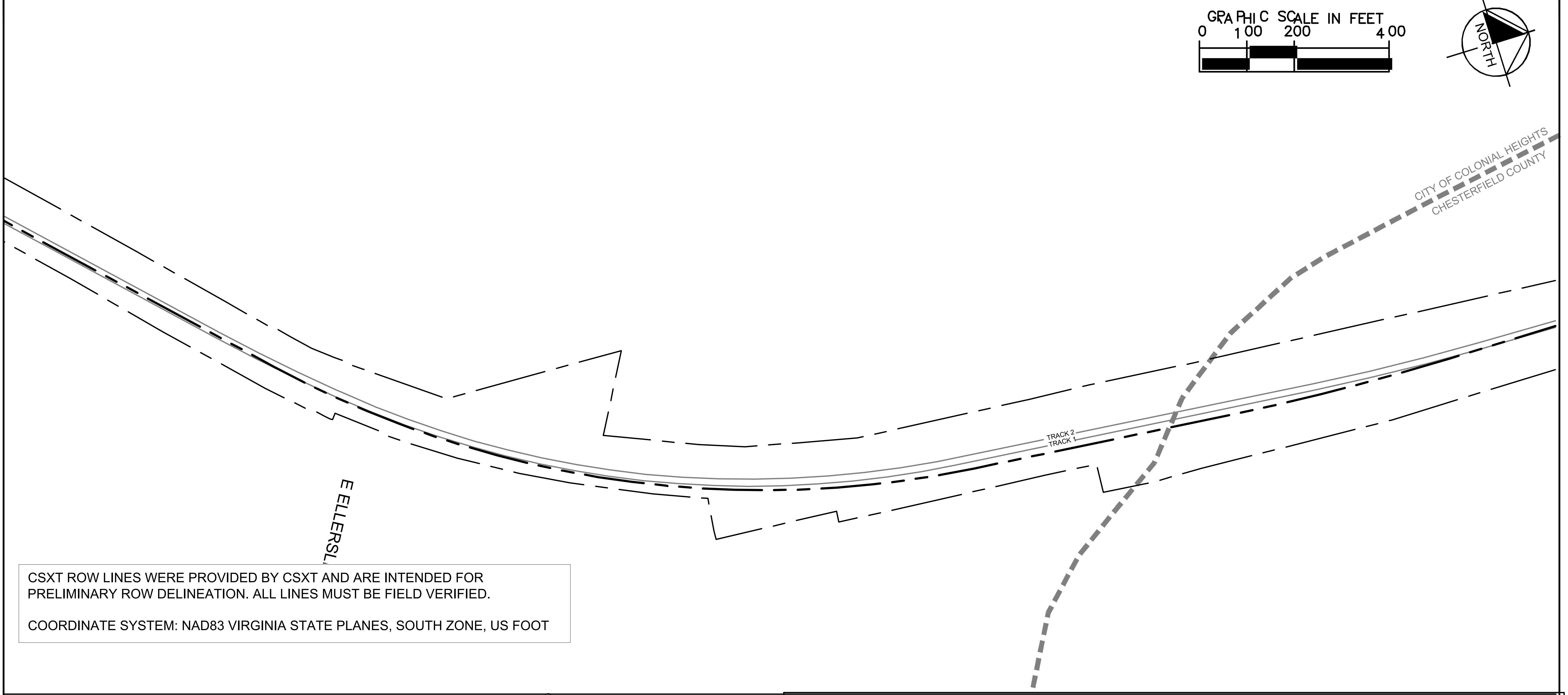
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00028

DATE: 3/16/2021

SHEET
EV-266
OF
EV-283

Mar. 16, 2021 04:16 pm K:\VHA_Transit\113282000 - Atlantic Gateway Program\Production\WIP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\EVS1A_x5-Design-Layout.dwg By: jonurmde



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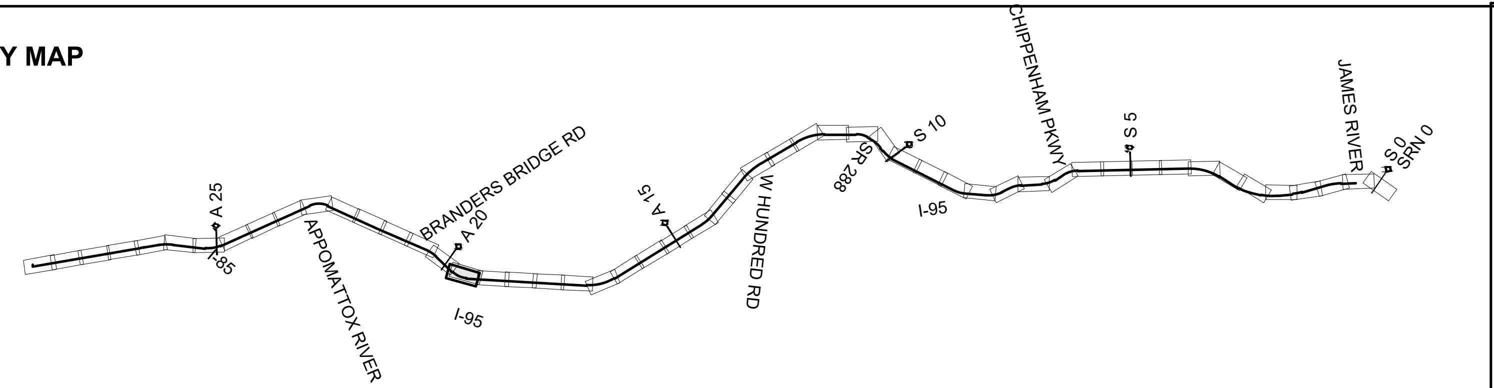
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK	— — —	CSXT-DRPT DELINEATION
—	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

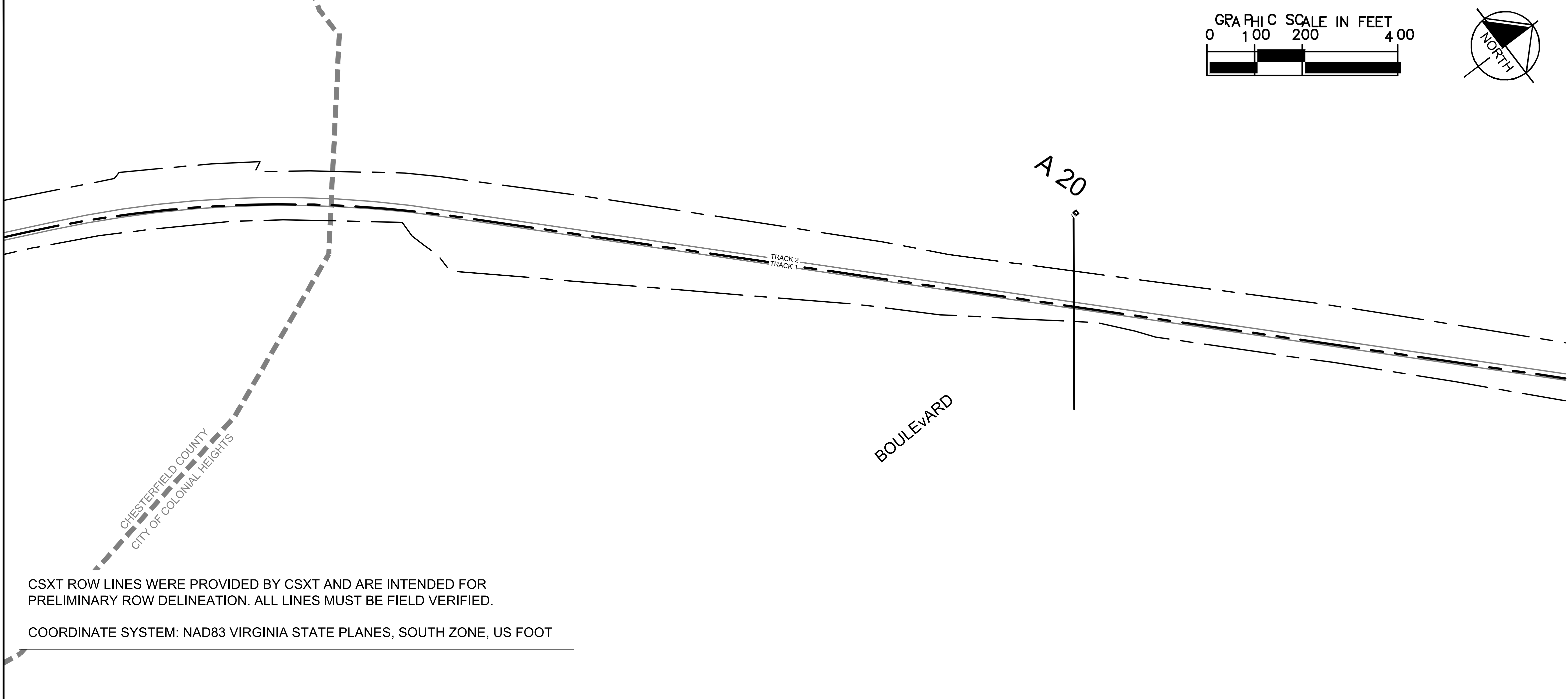
CSXT VAL MAP:V00028

DATE: 3/16/2021

SHEET
EV-267
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorundc

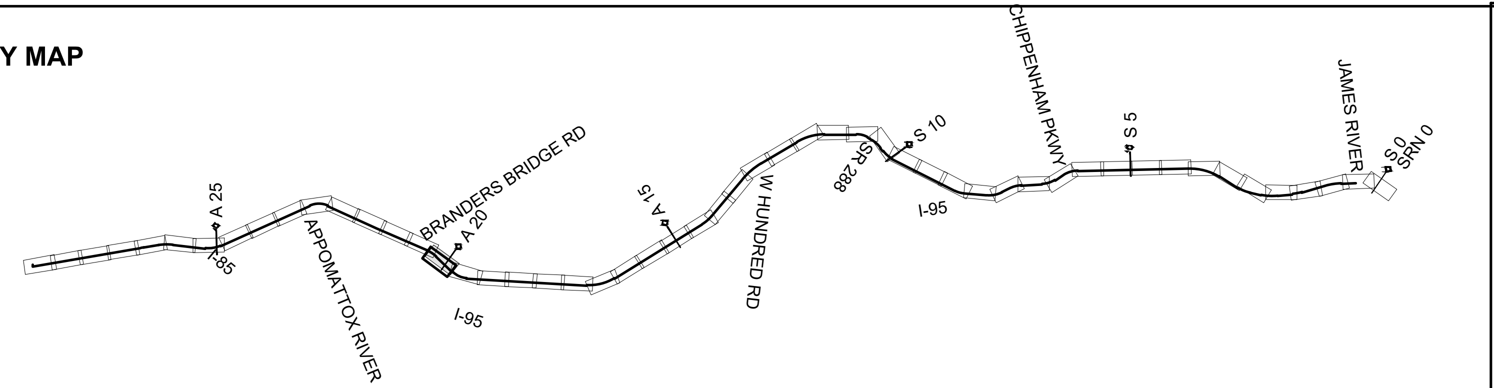
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— — —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00064

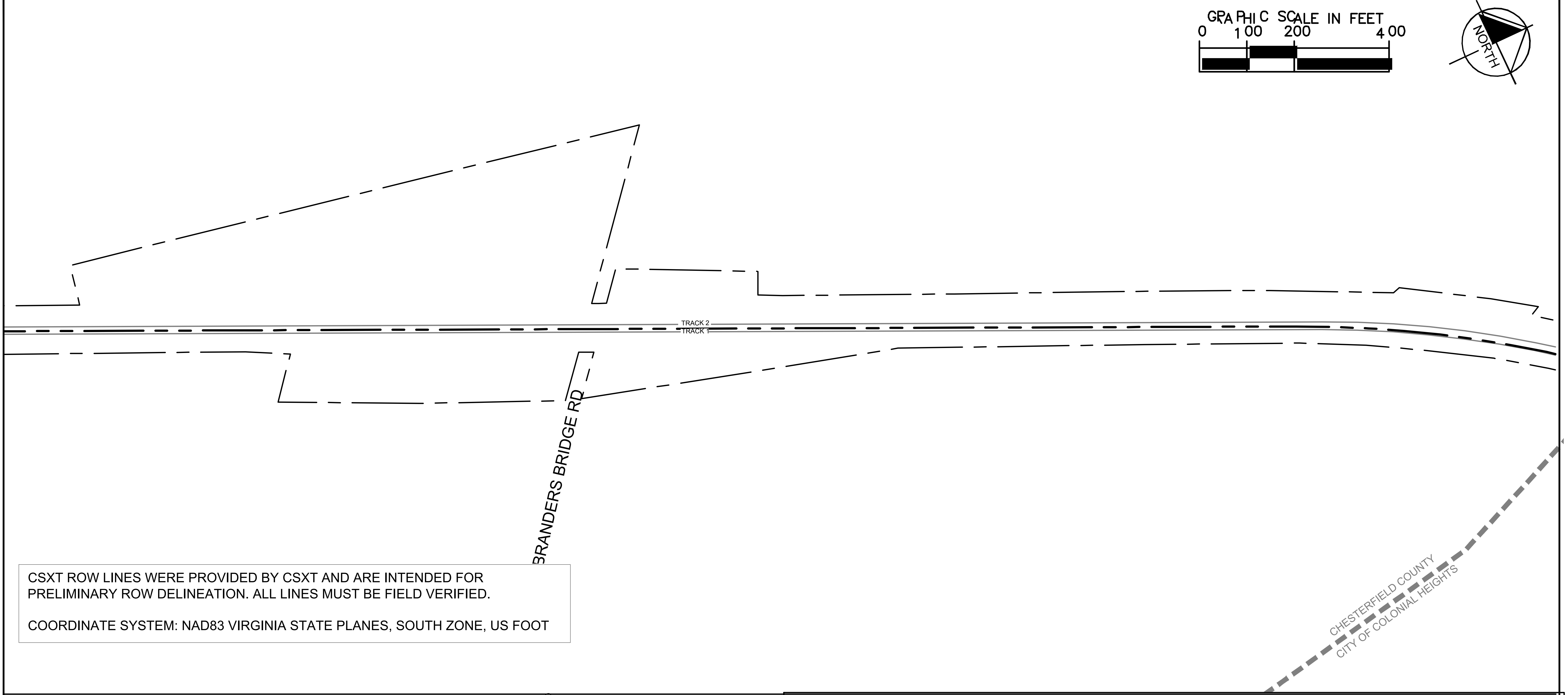
DATE: 3/16/2021

Kimley»Horn

SHEET EV-268 OF EV-283

Mar. 16 2021 04:16 pm K:\VIA_Transit\11328000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_S1A_James River Connection\OLD\Sheets\S1A\S1A_x3-Design-Layout.dwg By: jonumda

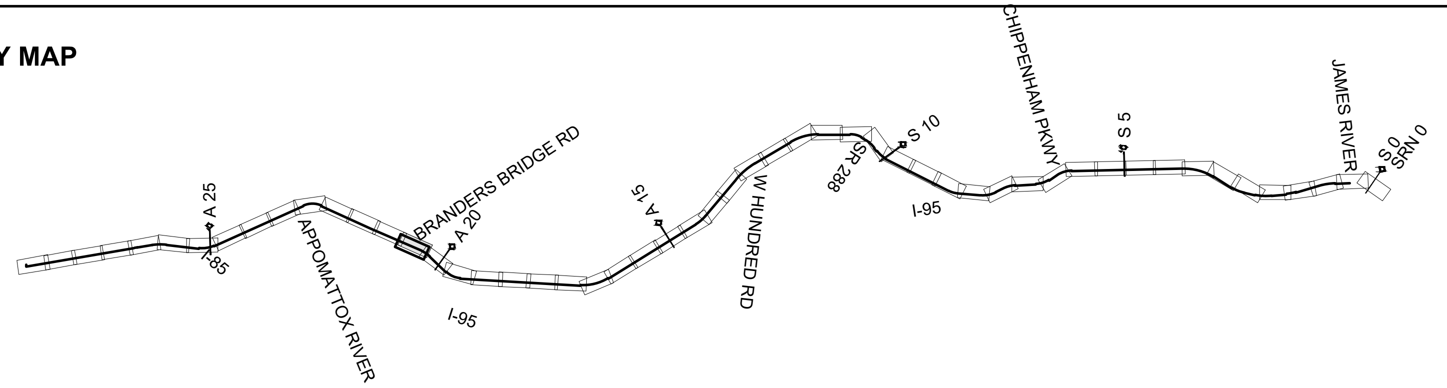
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

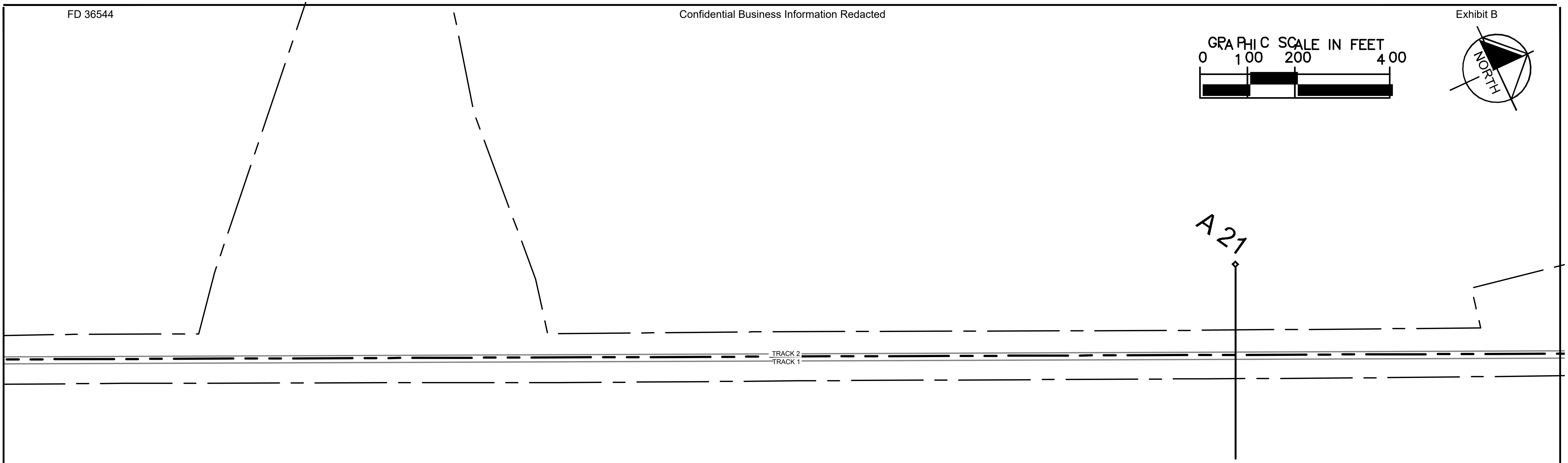
CSXT VAL MAP:V00064

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-269
OF
EV-283

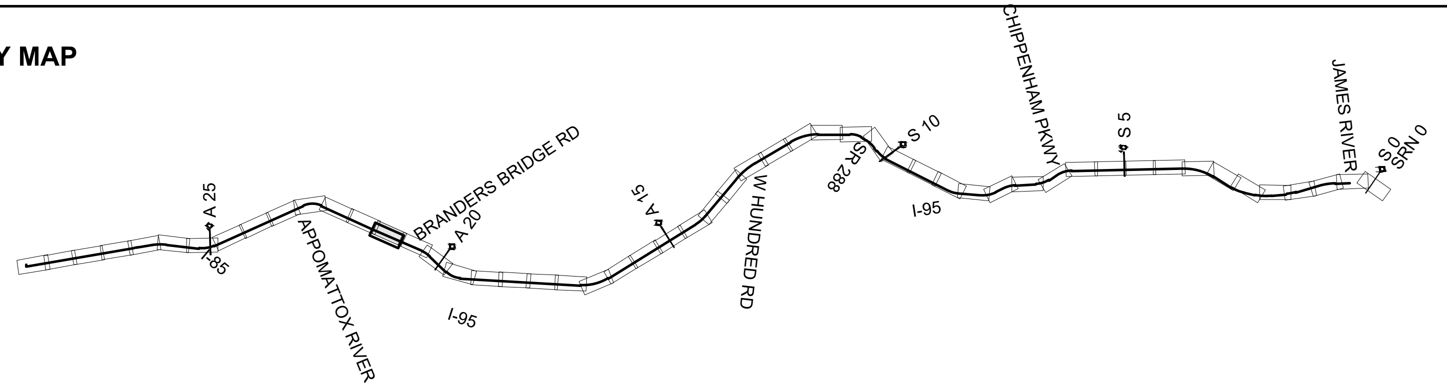
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



EXISTING TRACK

PROPOSED TRACK

SHIFTED TRACK

CSXT ROW

CSXT-DRPT DELINEATION

JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00064

DATE: 3/16/2021

SHEET
EV-270
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A\PS1A_x3-Design-Layout.dwg By: jorumdc

FD 36544

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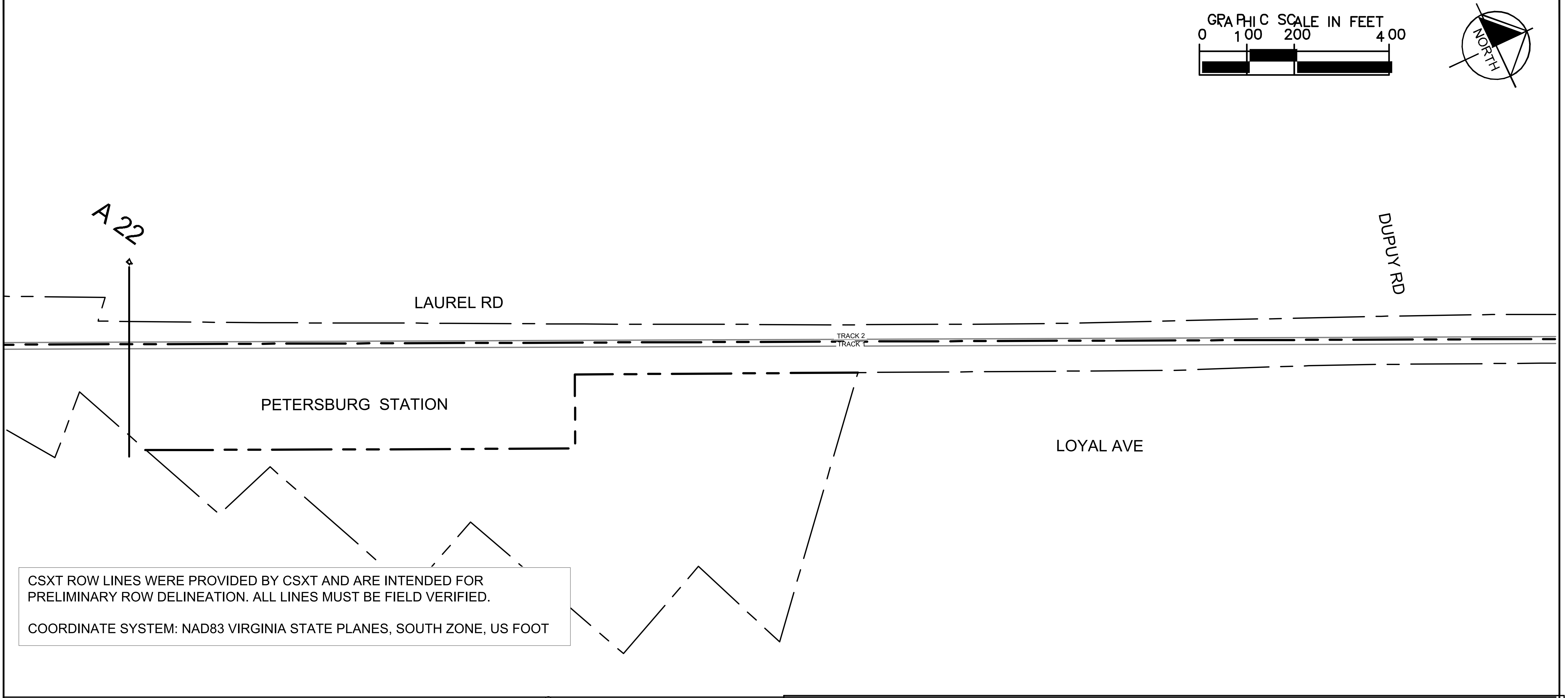
Exhibit B



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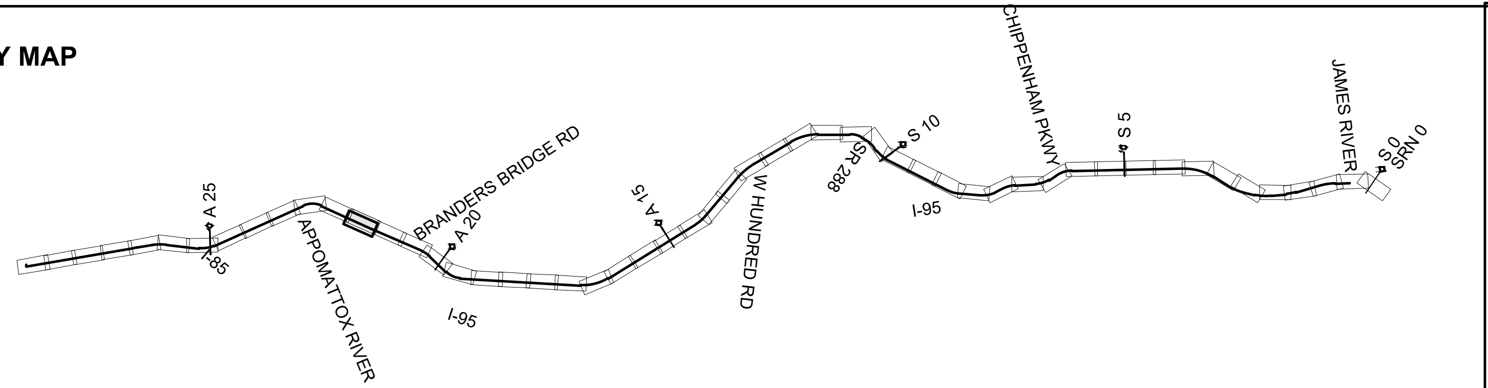
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: Chesterfield County/City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00065

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-271
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonurnst c

FD 36544

Confidential Business Information Redacted

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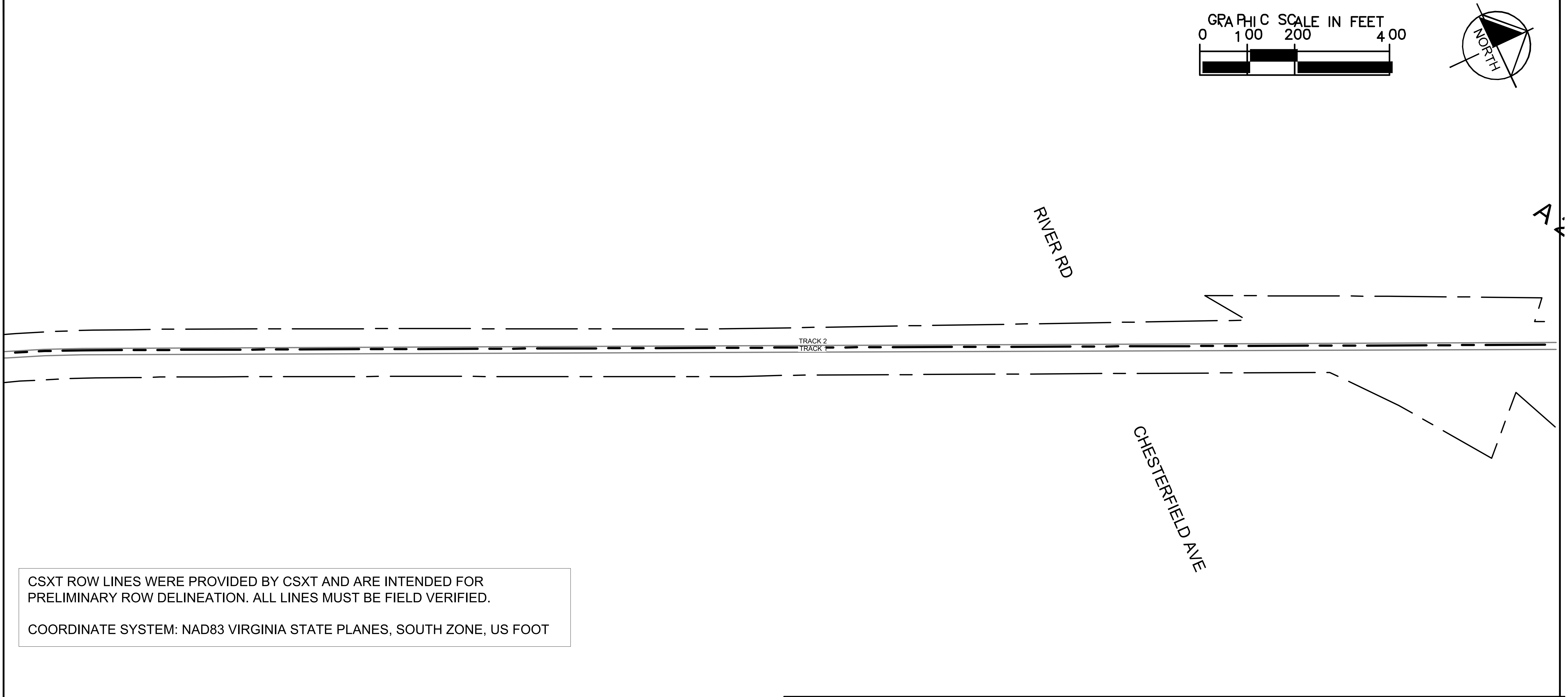

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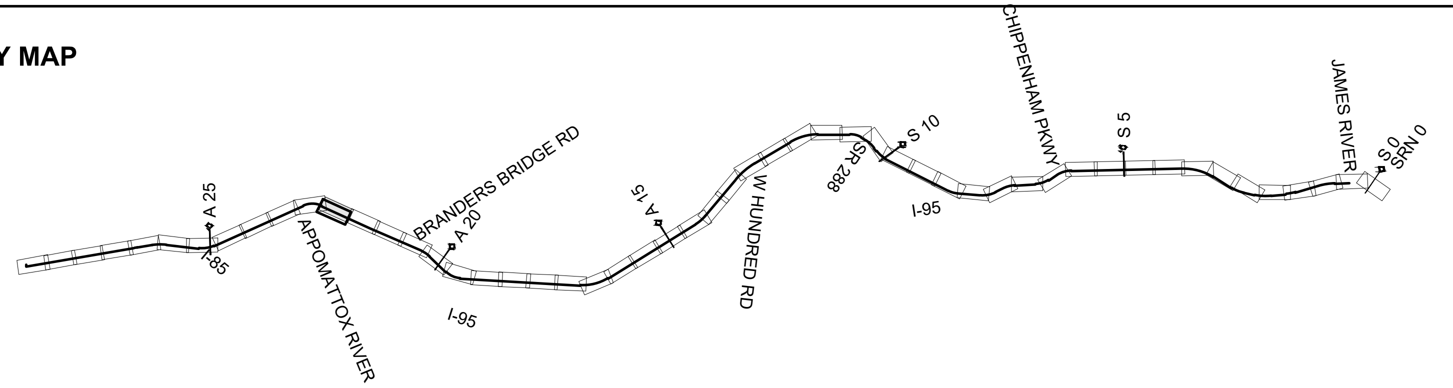
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



- EXISTING TRACK
- PROPOSED TRACK
- SHIFTED TRACK
- CSXT ROW
- CSXT-DRPT DELINEATION
- JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County/City of Petersburg

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00065

DATE: 3/16/2021

SHEET
EV-272
OF
EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumd.c

FD 36544

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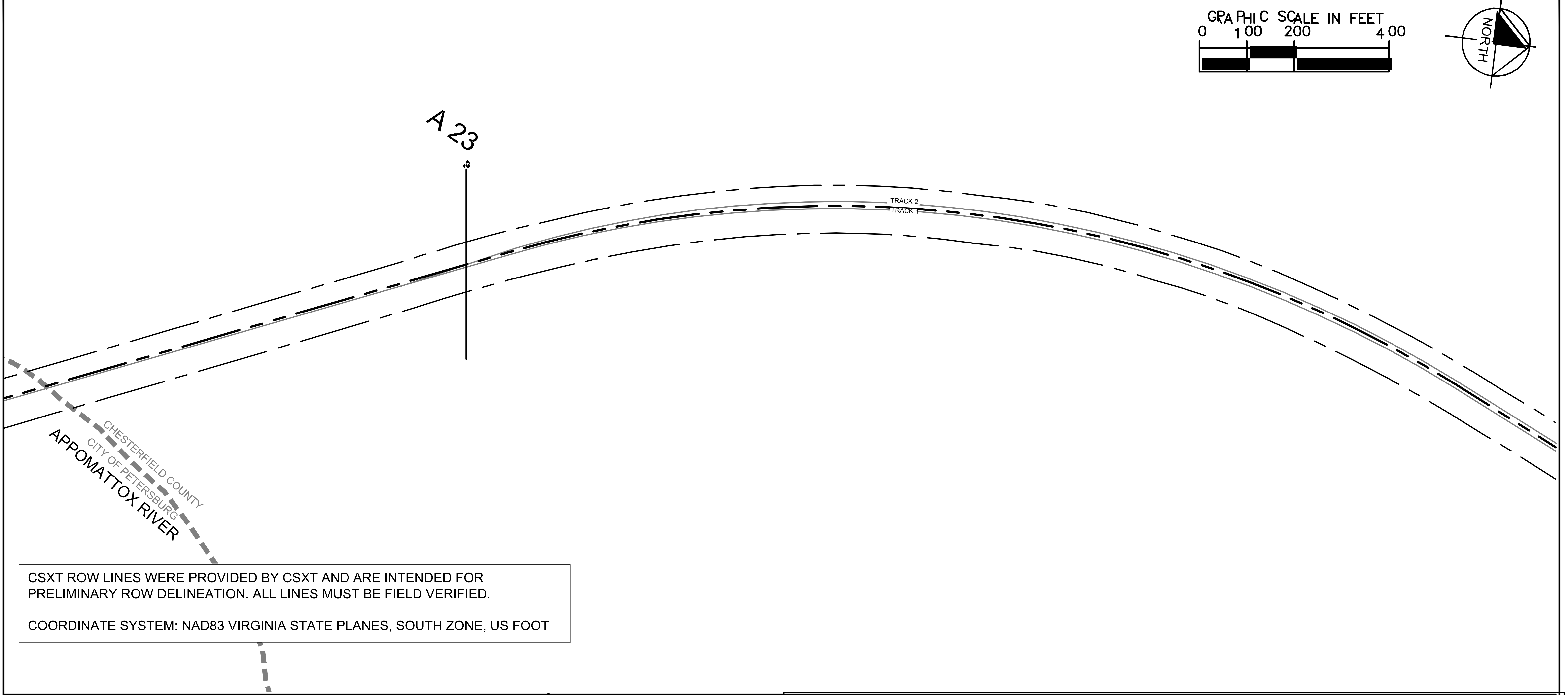
Exhibit B



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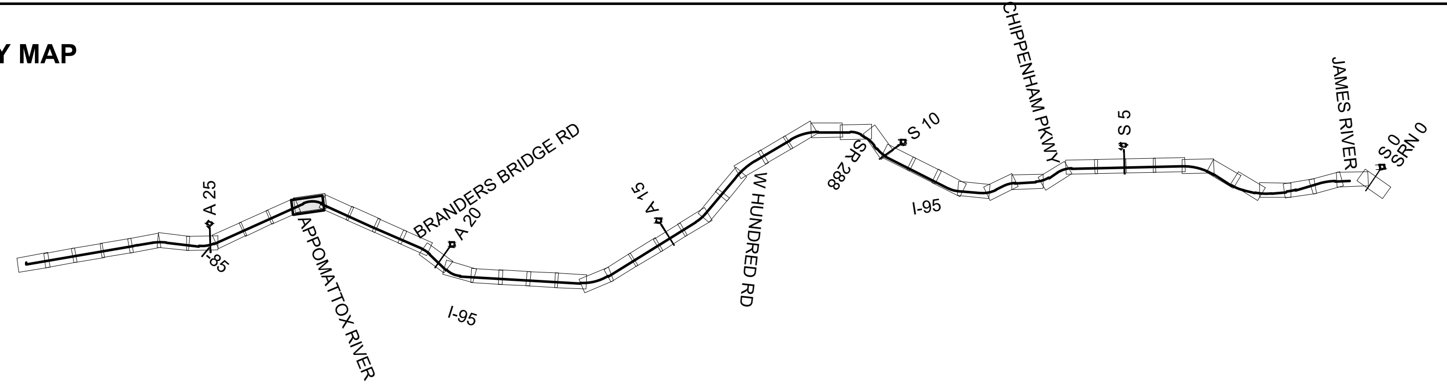
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— — —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Chesterfield County/City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00065

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-273
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorunde

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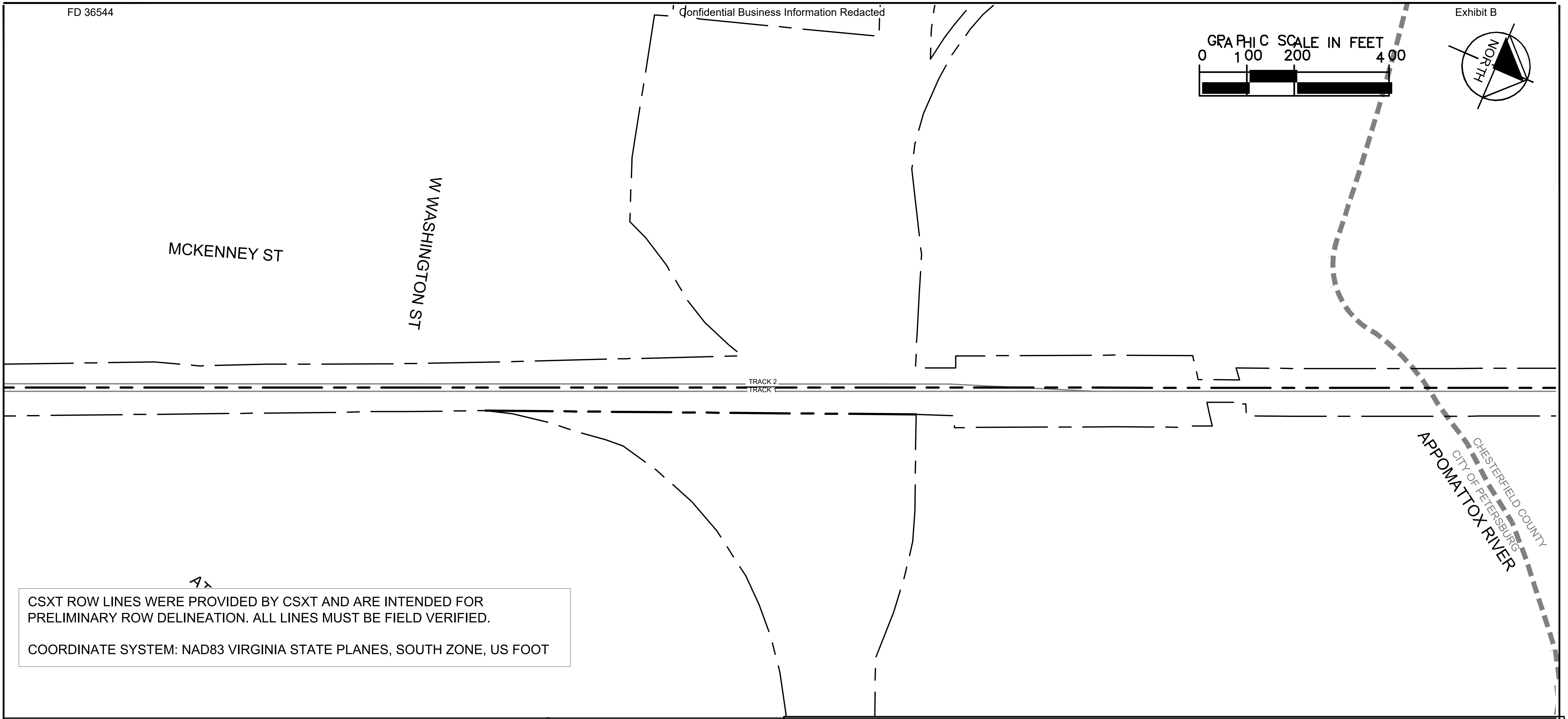
Exhibit B



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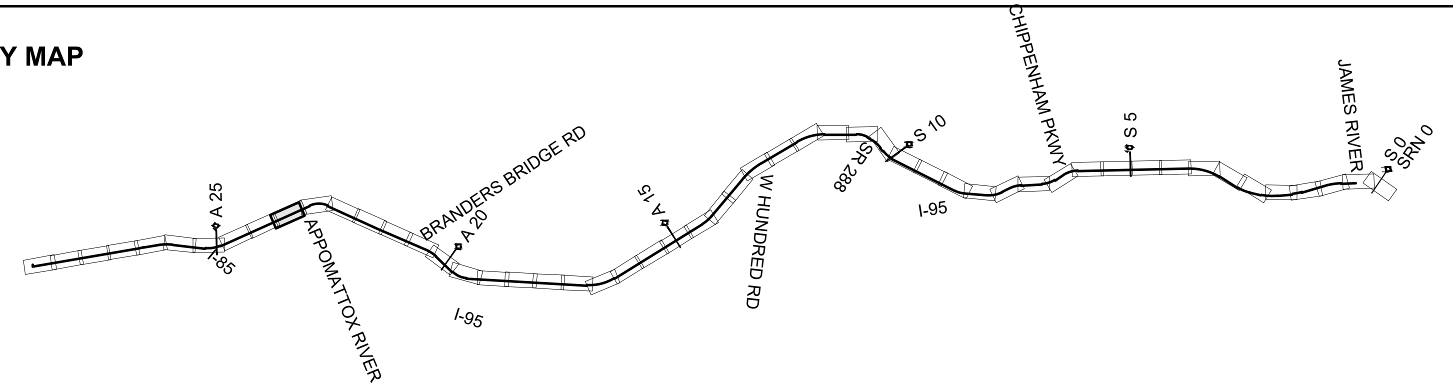
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
━ - - -	CSXT-DRPT DELINEATION
■ ■ ■ ■	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04689

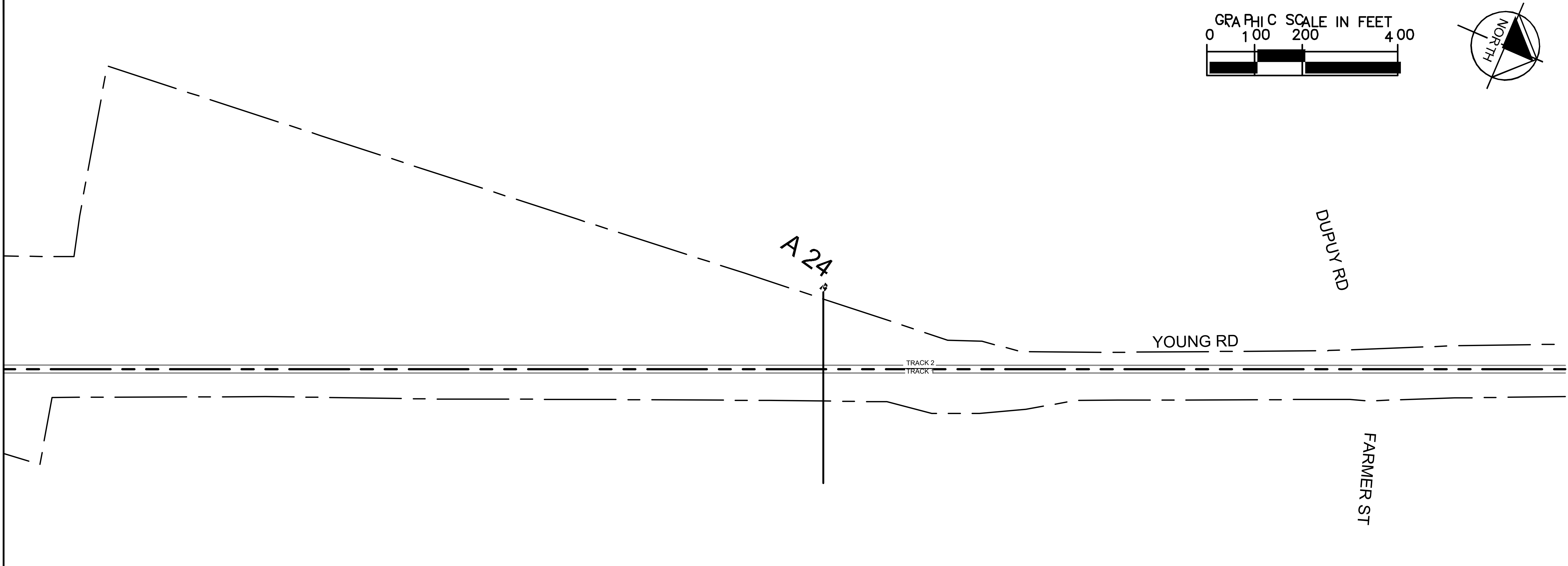
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-274
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc

Exhibit B



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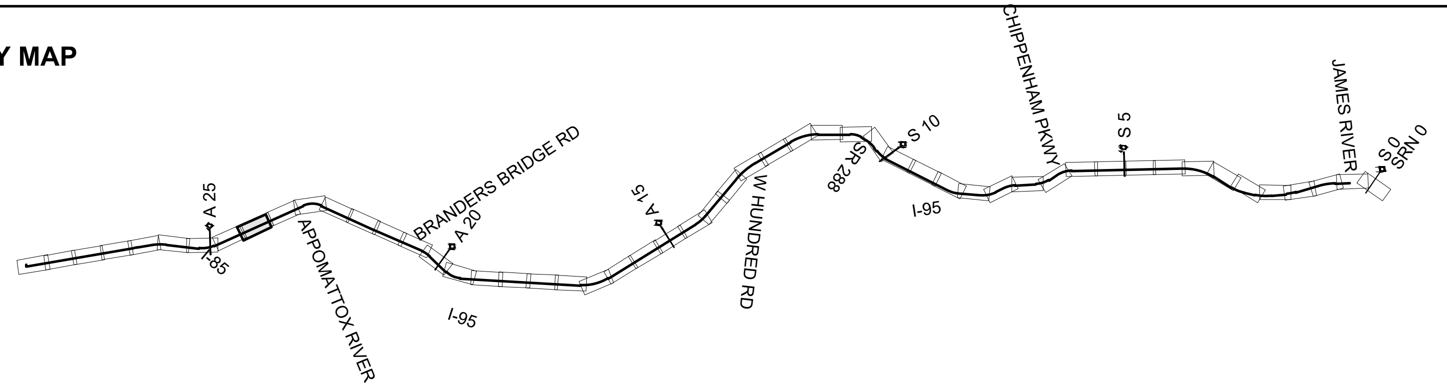
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ─ ─ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
─ ─ ─	CSXT ROW		

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00066

DATE: 3/16/2021

Kimley»Horn

SHEET
EV-275
OF
EV-283

FD 36544

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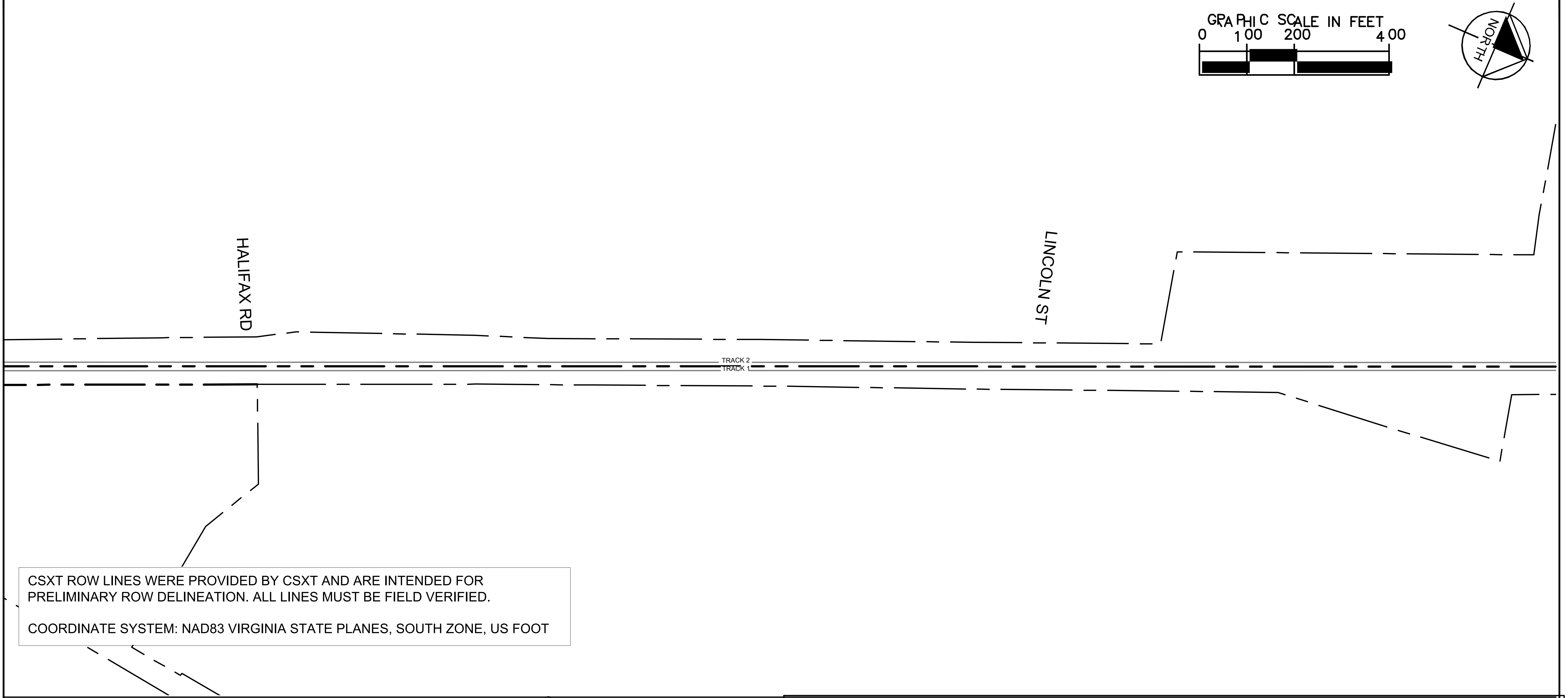
Exhibit B



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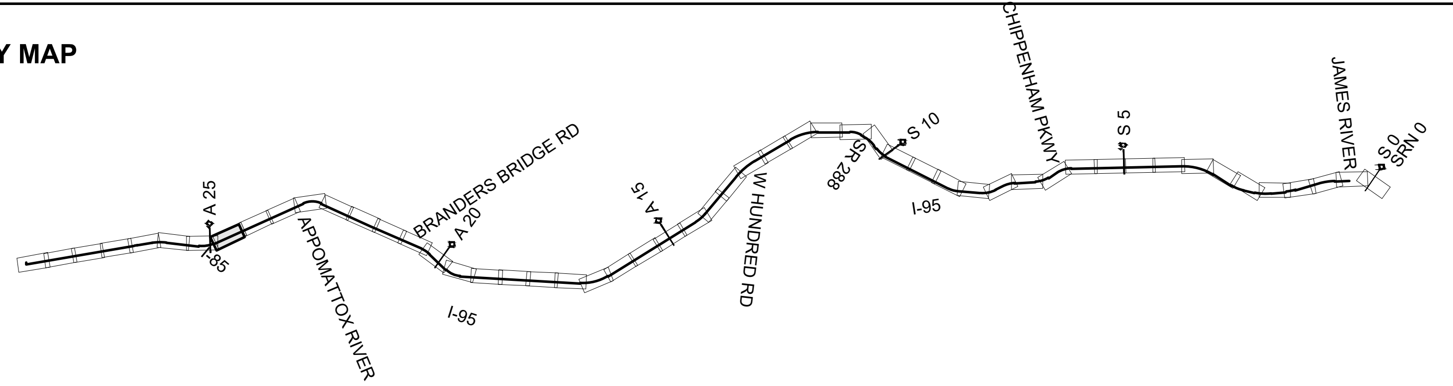
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



—	EXISTING TRACK
—	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Petersburg

ENHANCED VAL MAPS - DESIGN

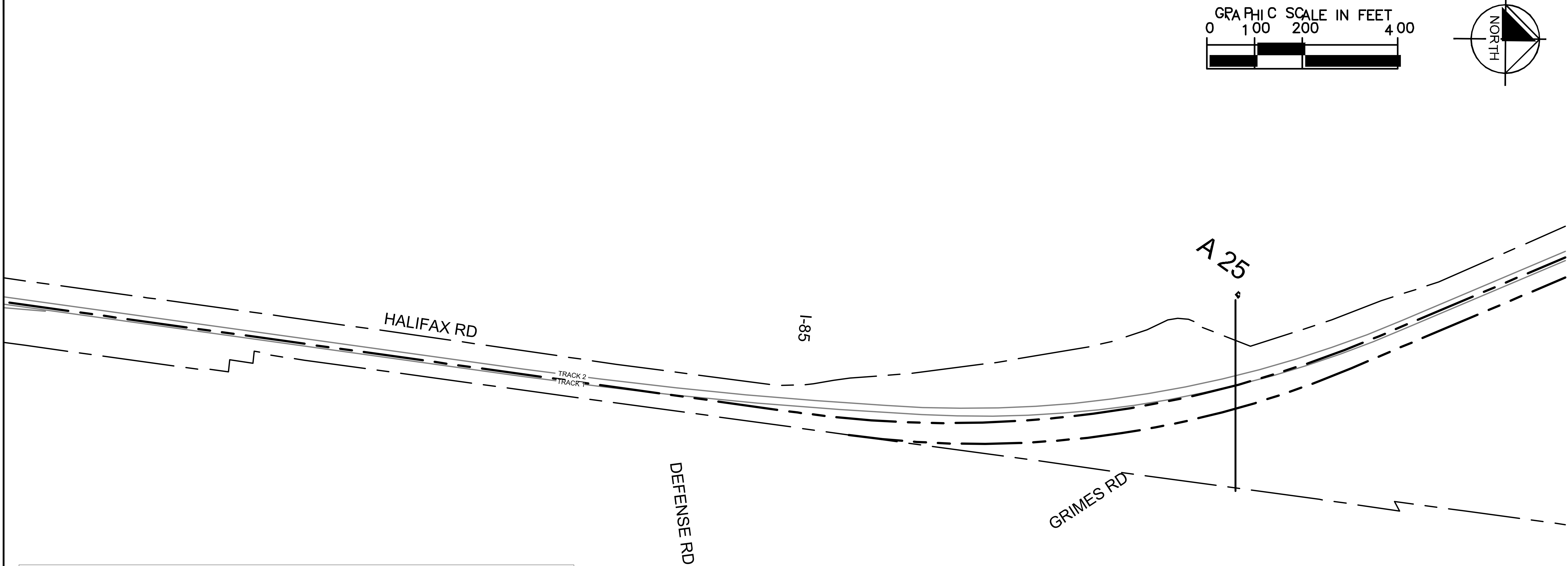
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00066

DATE: 3/16/2021

SHEET
EV-276
OF
EV-283

Exhibit B



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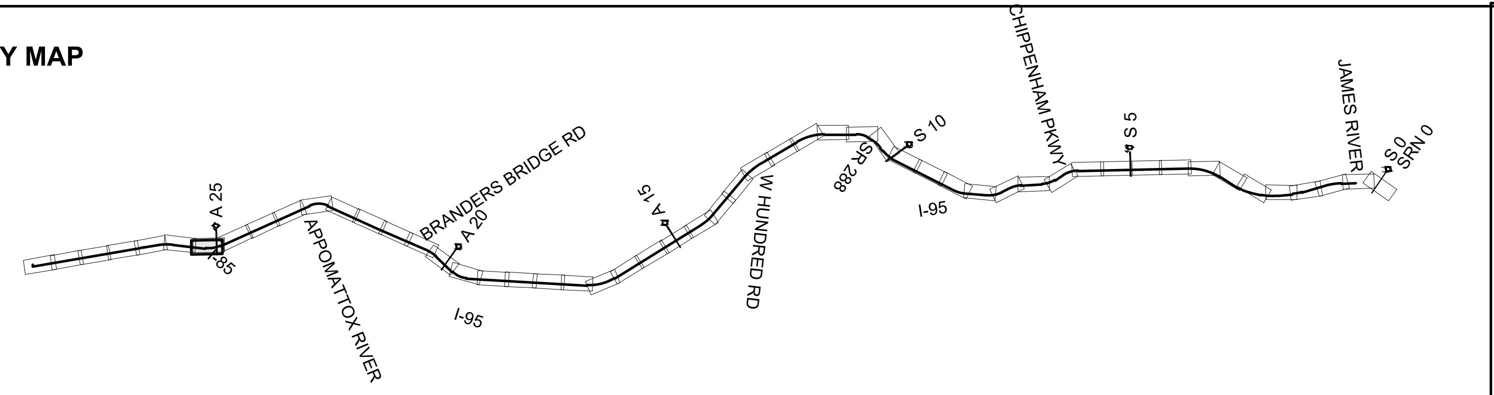
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	─ ─ ─	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - -	SHIFTED TRACK		
─ - ─	CSXT ROW		

JURISDICTION: City of Petersburg

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00036

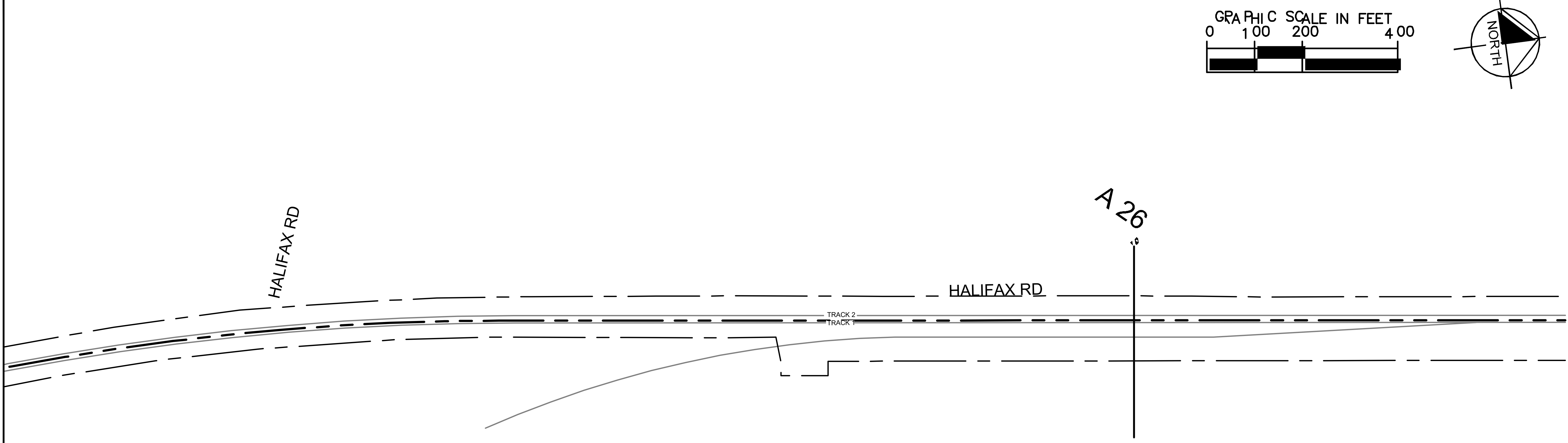
DATE: 3/16/2021

SHEET
EV-277
OF
EV-283

Mar. 16 2021 04:16 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x5-Design-Layout.dwg By: jorumdc

Confidential Business Information Redacted

Exhibit B



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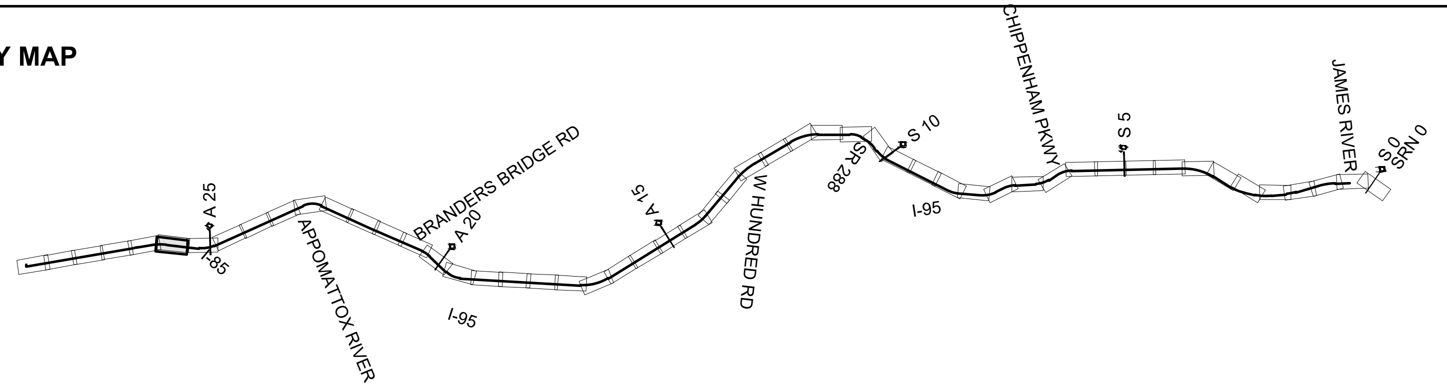
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



———	EXISTING TRACK
———	PROPOSED TRACK
- - - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00037

DATE: 3/16/2021

Kimley»Horn

SHEET EV-278 OF EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A\PS1A_x3-Design-Layout.dwg By: jonrandc

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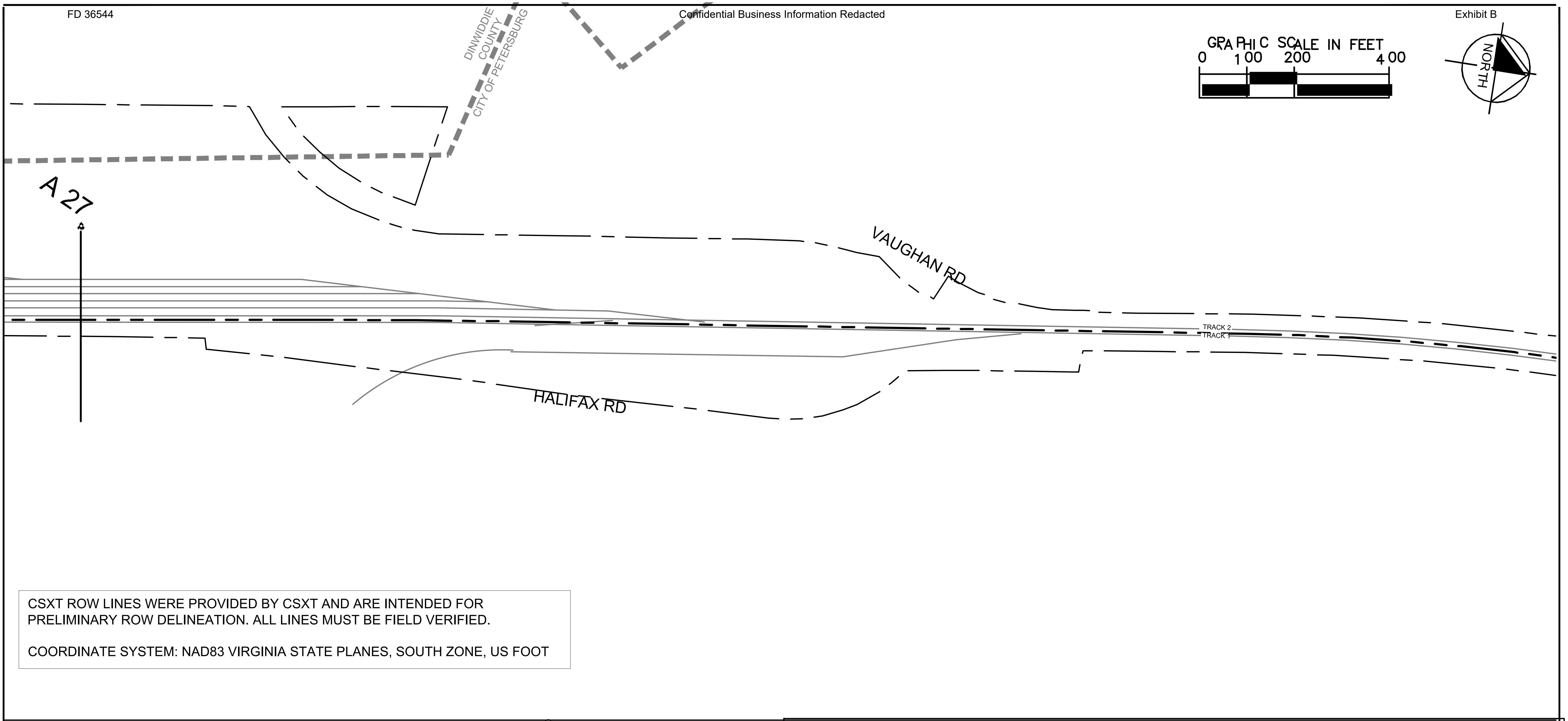
Confidential Business Information Redacted

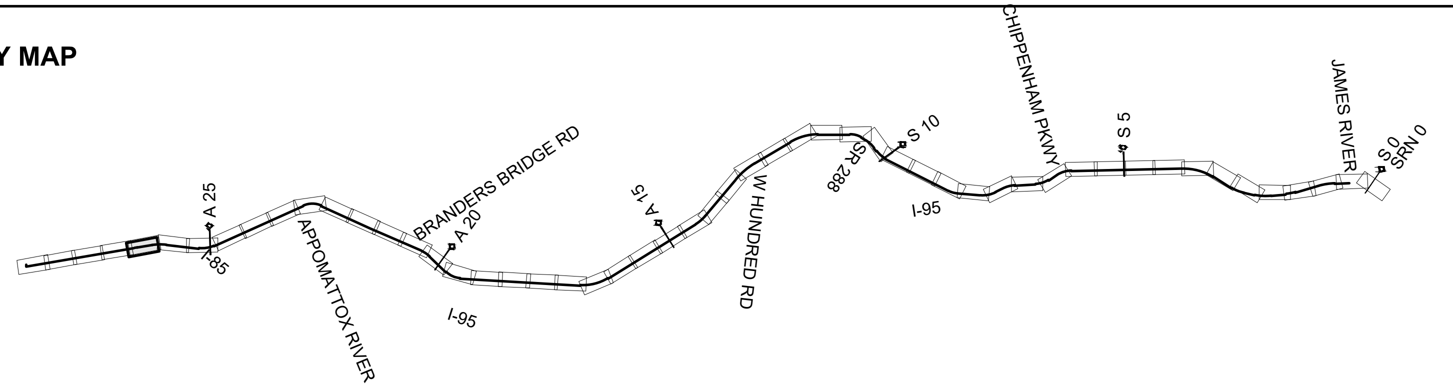
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



―	EXISTING TRACK
―	PROPOSED TRACK
- - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - -	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00041

DATE: 3/16/2021

Kimley»Horn

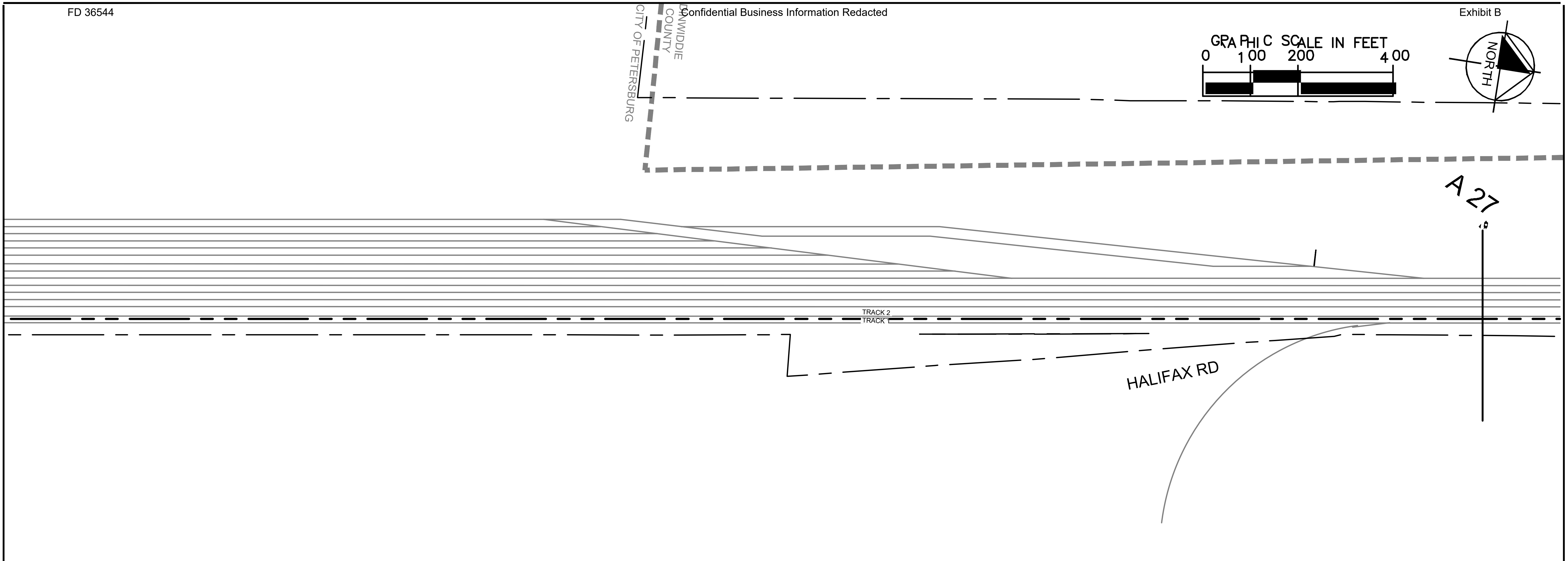
SHEET
EV-279
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumd c

FD 36544

Confidential Business Information Redacted

Exhibit B



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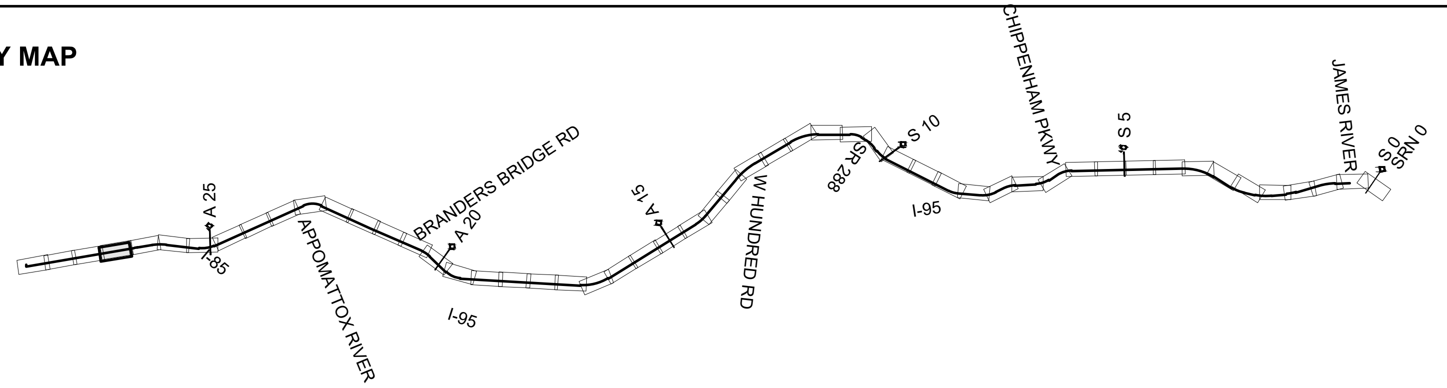
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Petersburg

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00041

DATE: 3/16/2021

SHEET
EV-280
OF
EV-283

Mar, 16 2021 04:16 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorundc

FD 36544

Confidential Business Information Redacted

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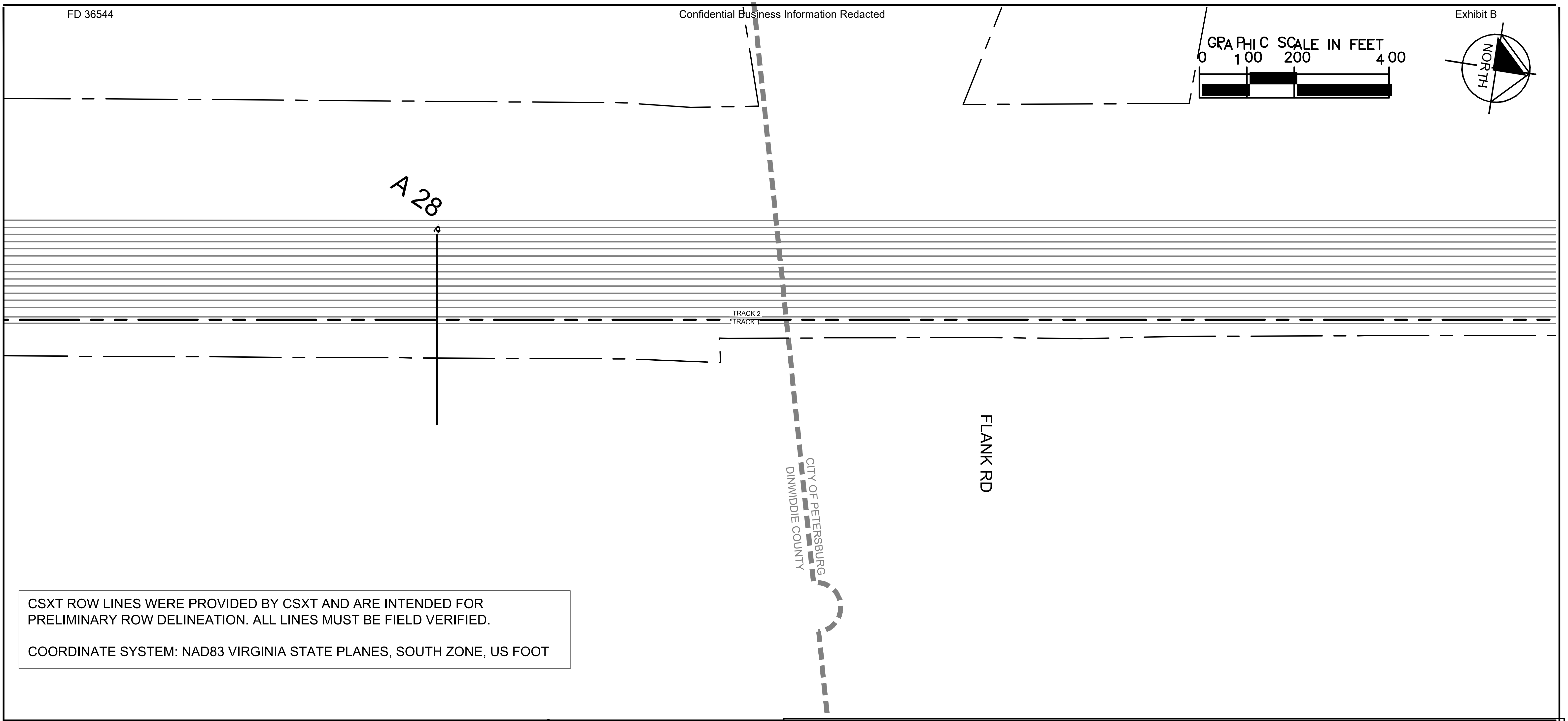

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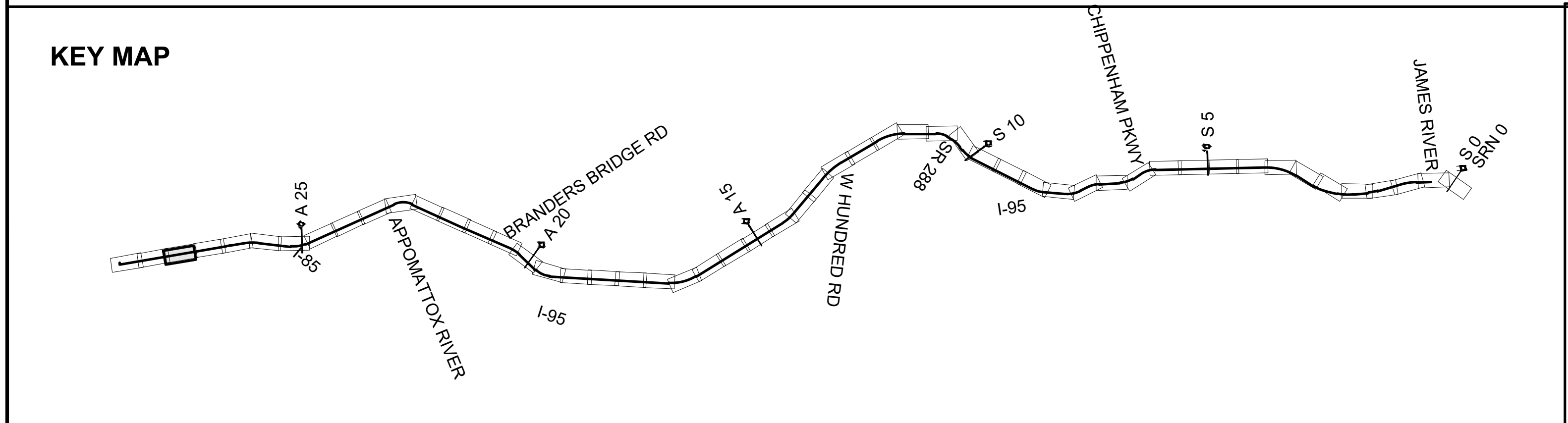
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - —	CSXT-DRPT DELINEATION
——	PROPOSED TRACK	■ ■ ■	JURISDICTION LINE (FROM GIS)
- - - - - - - -	SHIFTED TRACK		
— - —	CSXT ROW		

JURISDICTION: City of Petersburg/Dinwiddie County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00039

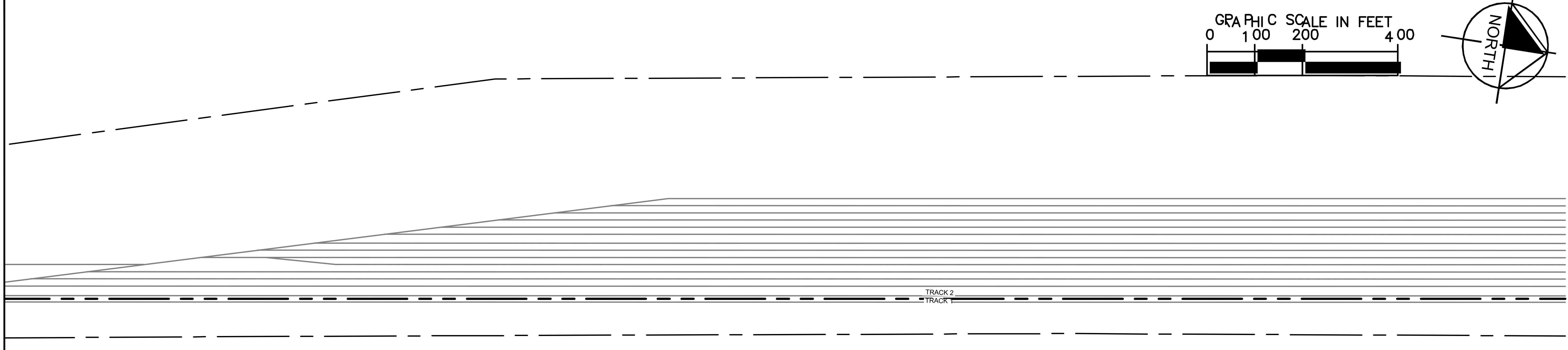
DATE: 3/16/2021

Kimley»Horn

SHEET
EV-281
OF
EV-283

Mar, 16 2021 04:17 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jonumdc

Exhibit B



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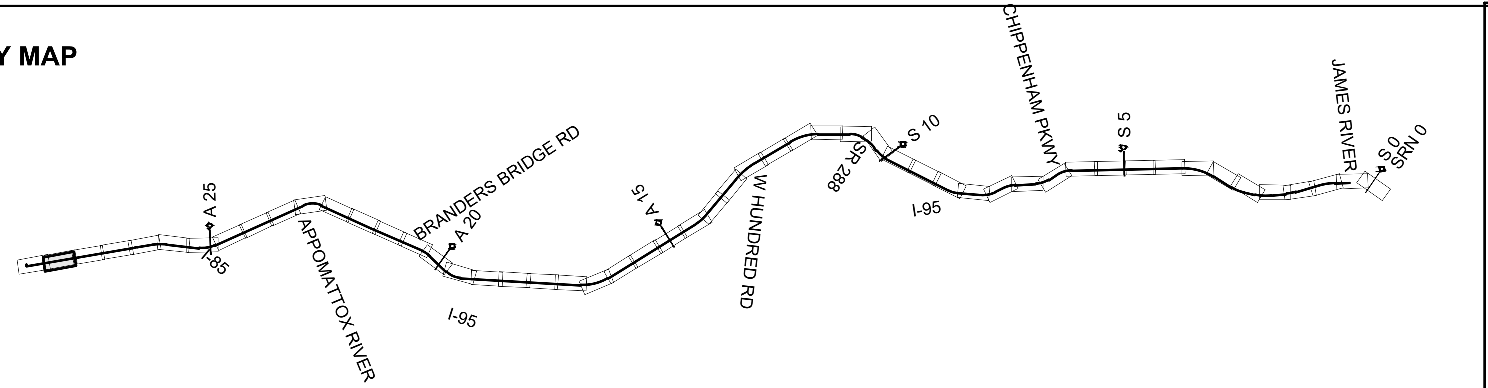
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK	━ ━ ━	CSXT-DRPT DELINEATION
───	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
── - ──	CSXT ROW		

JURISDICTION: City of Petersburg/Dinwiddie County

CSX How tomorrow moves

DRPT

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00039

DATE: 3/16/2021

Kimley»Horn

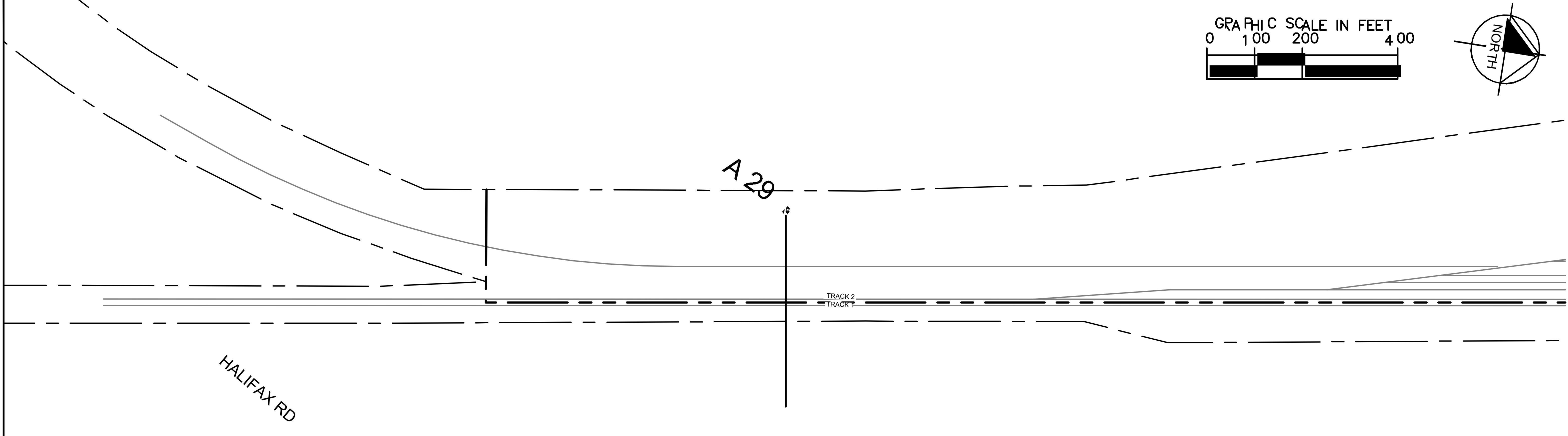
SHEET
EV-282
OF
EV-283

Mar. 16 2021 04:17 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CADD\Sheets\PS1A_x3-Design-Layout.dwg By: jorund.c

FD 36544

Confidential Business Information Redacted

Exhibit B



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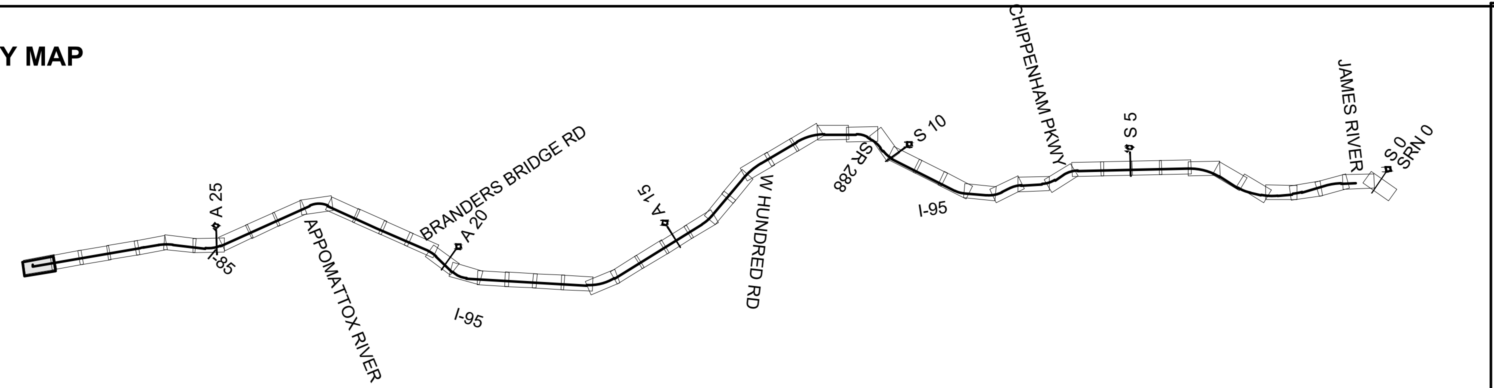
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

KEY MAP



───	EXISTING TRACK
───	PROPOSED TRACK
- - - - -	SHIFTED TRACK
— - —	CSXT ROW
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Dinwiddie County

ENHANCED VAL MAPS - DESIGN

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00038

DATE: 3/16/2021

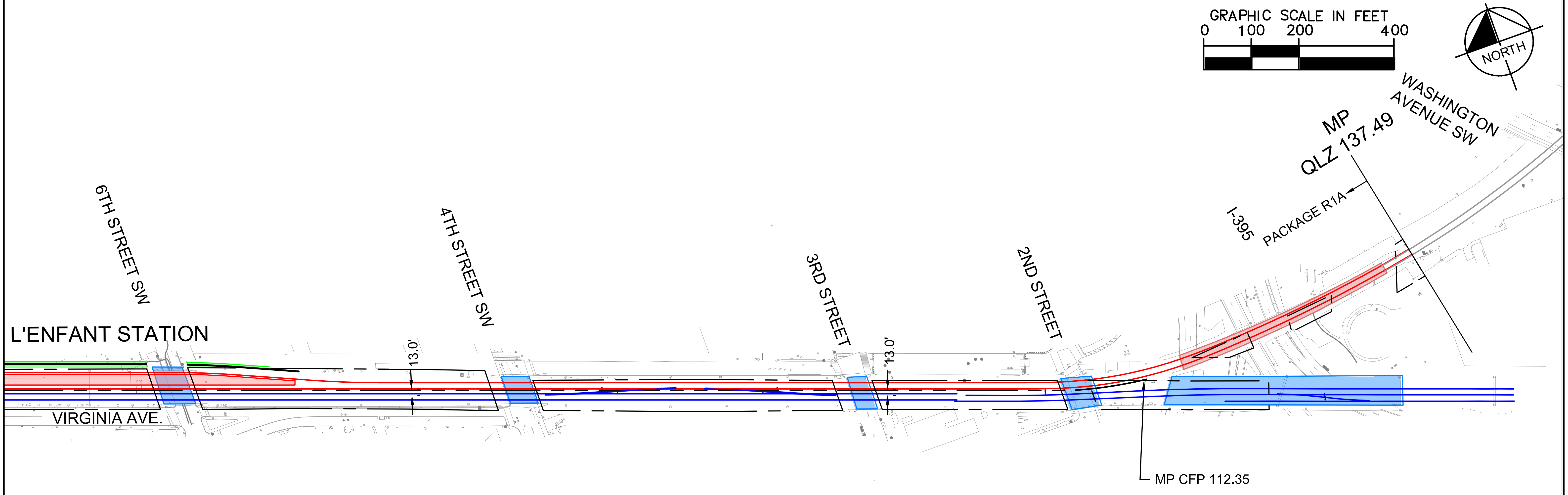
Kimley»Horn

SHEET
EV-283
OF
EV-283

Mar. 16 2021 04:17 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Design-Layout.dwg By: jorumdc

EXHIBIT B-1C

Enhanced Valuation Maps (Non-binding DRPT Illustration)



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

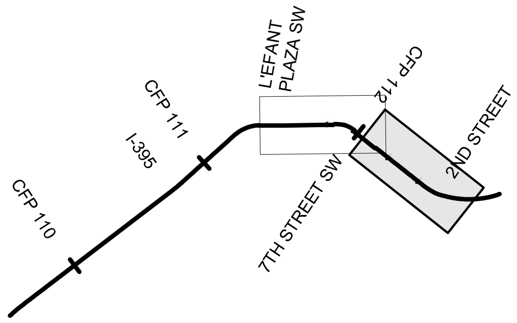
COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	DDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

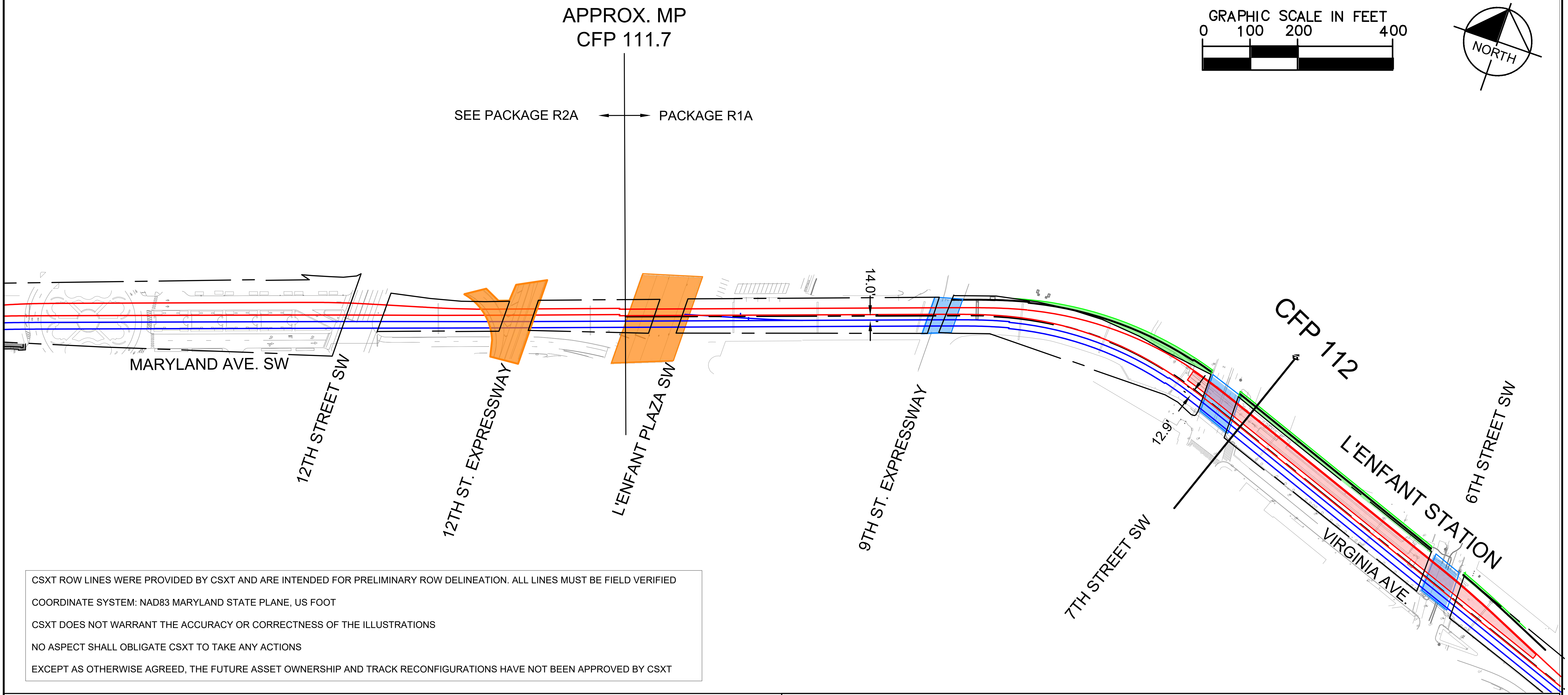
JURISDICTION: Washington, D.C.

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R1A - L'ENFANT FOURTH TRACK AND STATION IMPROVEMENTS

CSXT VAL MAP:V47173
DATE: 3/19/2021

SHEET
EV-001
OF
EV-283

Mar. 19 2021 08:27 am K:\WVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R1A_LEnfant 4th-Station\CAD\Sheets\R1A-xS-Ownership-Layout.dwg By: Sydney.Gravitt



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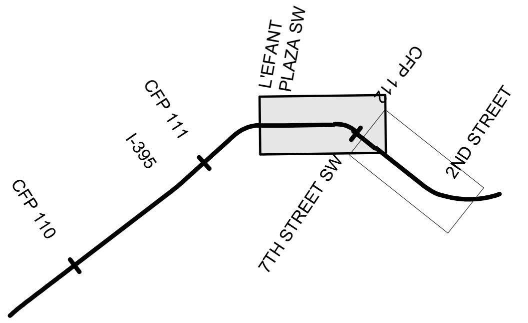
KEY MAP



🟥 line	DRPT TRACK	▨	DRPT BRIDGE
🟦 line	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	DDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Washington, D.C.

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

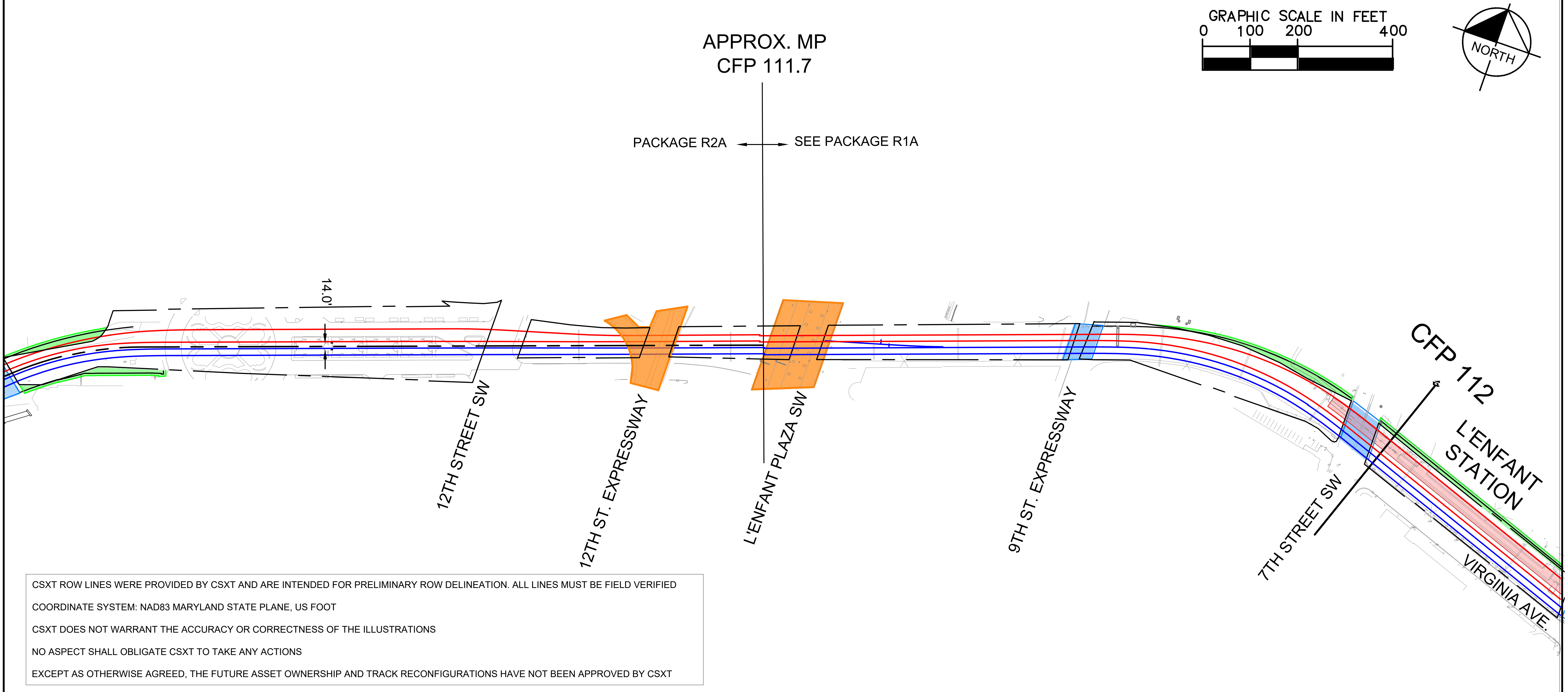
R1A - L'ENFANT FOURTH TRACK AND STATION IMPROVEMENTS

CSXT VAL MAP:V47173

DATE: 3/19/2021

SHEET
EV-002
OF
EV-283

Mar. 19 2021 08:27 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R1A_L'Enfant 4th–Station\CAD\Sheets\R1A–xS–Ownership–Layout.dwg By: Sydney.Gravitt



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COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

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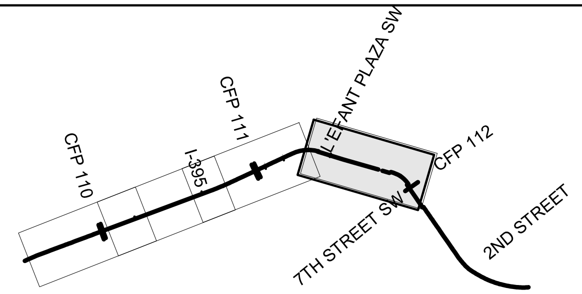
KEY MAP



— DRPT TRACK

— CSXT TRACK

— - - — CSXT-DRPT DELINEATION

— - — CSXT ROW

▬ ▬ ▬ JURISDICTION LINE (FROM GIS)

— RETAINING WALL

🟥 DRPT BRIDGE

🟦 CSXT BRIDGE

🟥 STATION PLATFORM

🟧 DDOT BRIDGE

🟩 POTENTIAL ROW IMPACT

JURISDICTION: Washington, D.C.

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R2A - LONG BRIDGE PROJECT

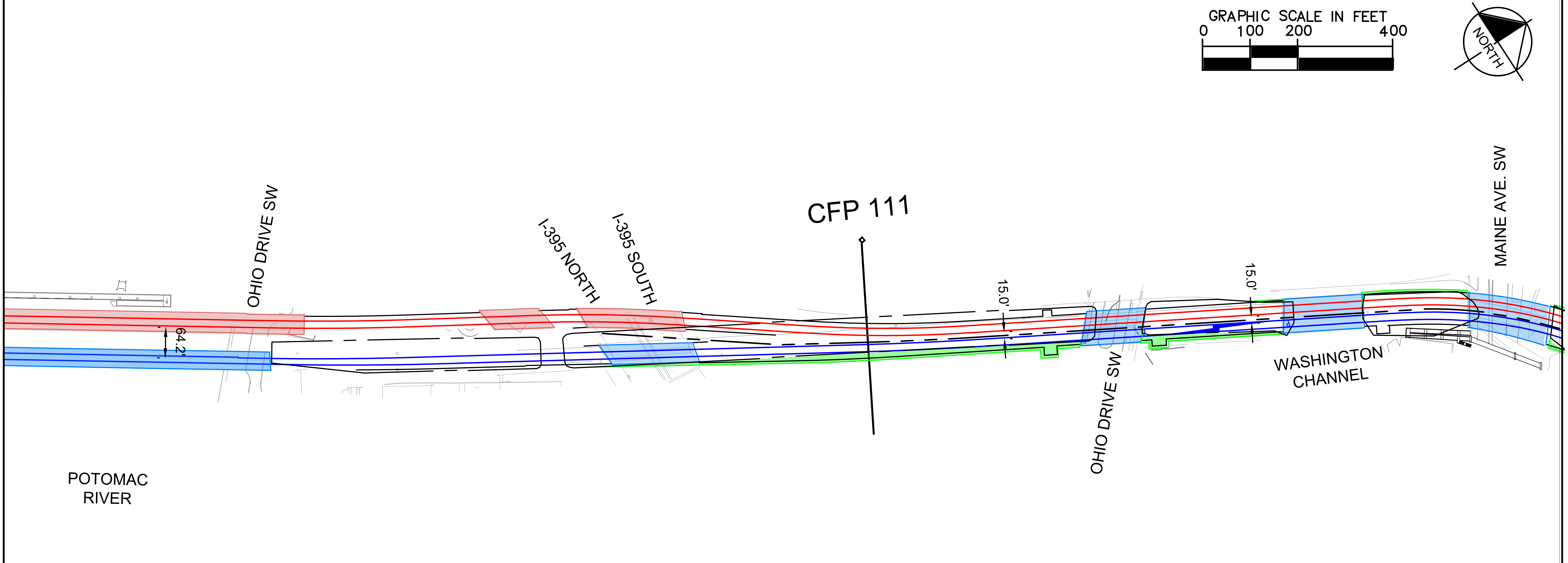
CSXT VAL MAP:V47173

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-003
OF
EV-283

Mar, 19 2021 08:28 am K:\WVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R2A_Long Bridge\CAD\Sheets\R2A-xS-Ownership.dwg By: Sydney.Grevitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

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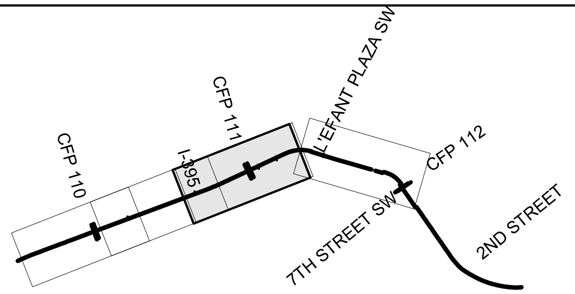
KEY MAP



—	DRPT TRACK
—	CSXT TRACK
— — — —	CSXT-DRPT DELINEATION
—— - ——	CSXT ROW
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
——	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	DDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Washington, D.C.

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R2A - LONG BRIDGE PROJECT

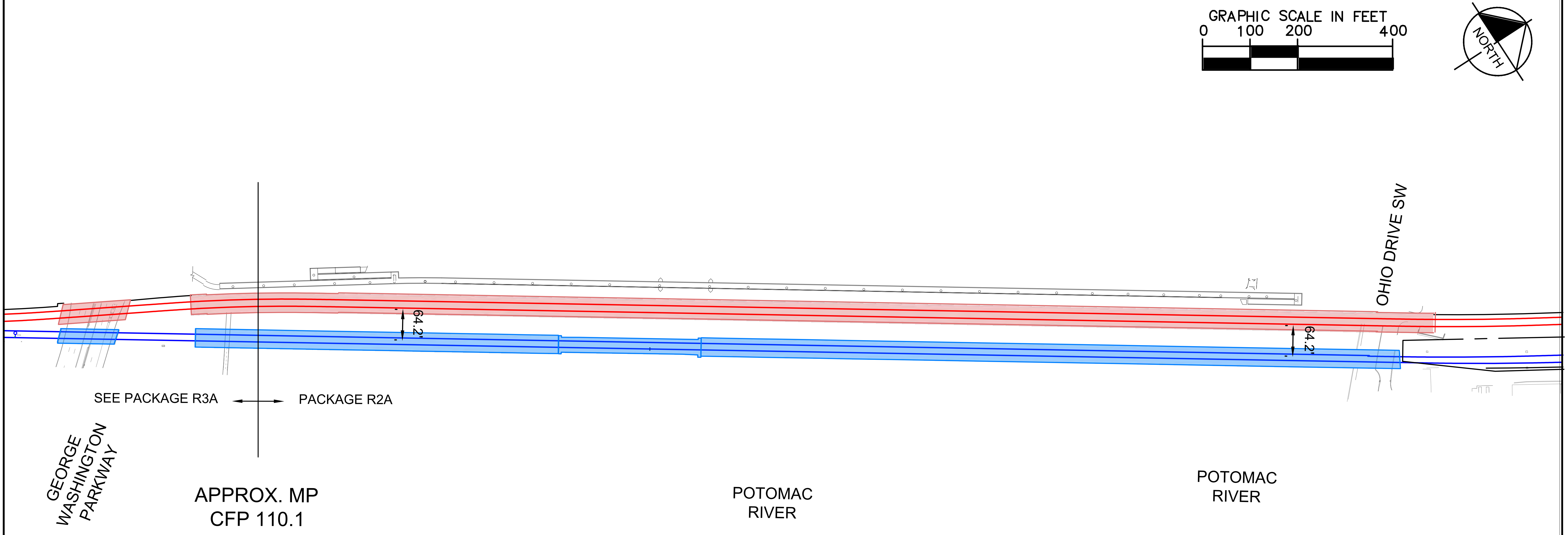
CSXT VAL MAP:V47163

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-004
OF
EV-283

Mar. 19 2021 08:28 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R2A_Long Bridge\CAD\Sheets\R2A-xS-Ownership.dwg By: Sydney.Grewitt



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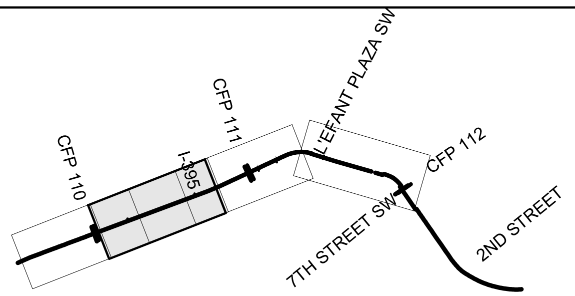


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	DDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Arlington County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R2A - LONG BRIDGE PROJECT

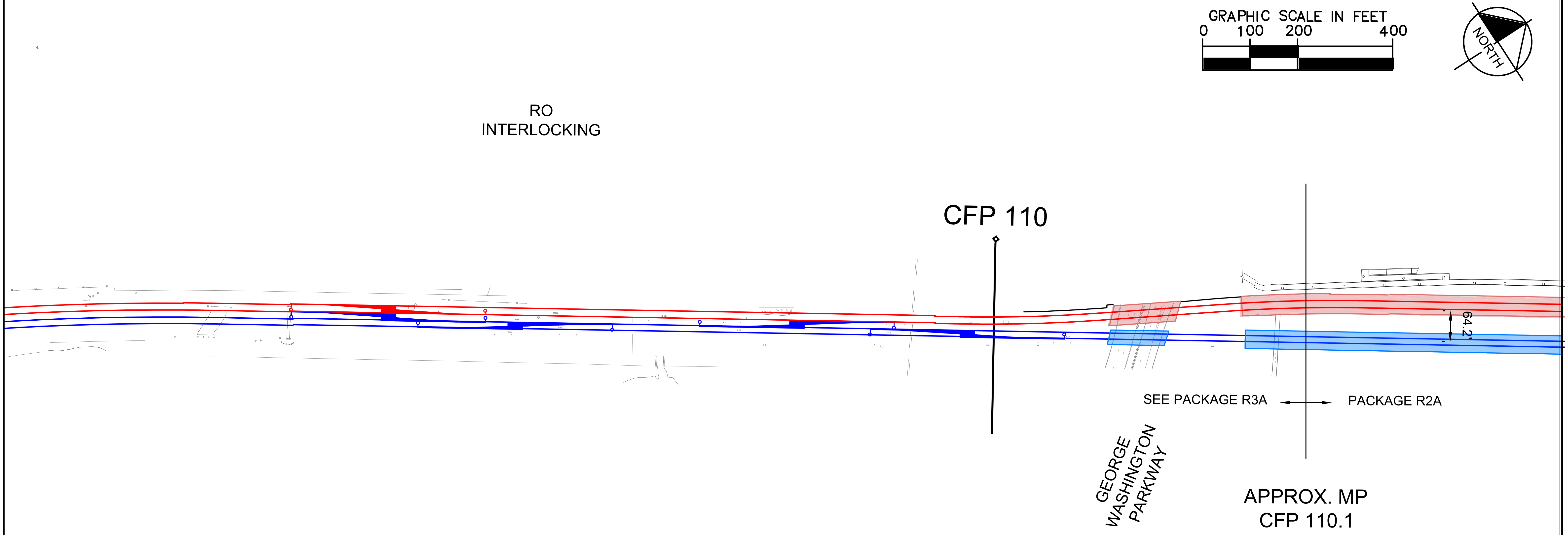
CSXT VAL MAP:V28600

DATE: 3/19/2021

SHEET
EV-005
OF
EV-283

Mar, 19 2021 08:28 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R2A_Long Bridge\CAD\Sheets\R2A-xS-Ownership.dwg By: Sydney.Gravitt

Exhibit B



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COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, US FOOT

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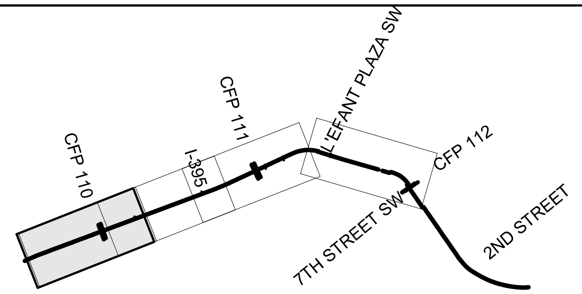
KEY MAP



▬	DRPT TRACK	🟥	DRPT BRIDGE
▬	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	DDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
────	RETAINING WALL		

JURISDICTION: Arlington County

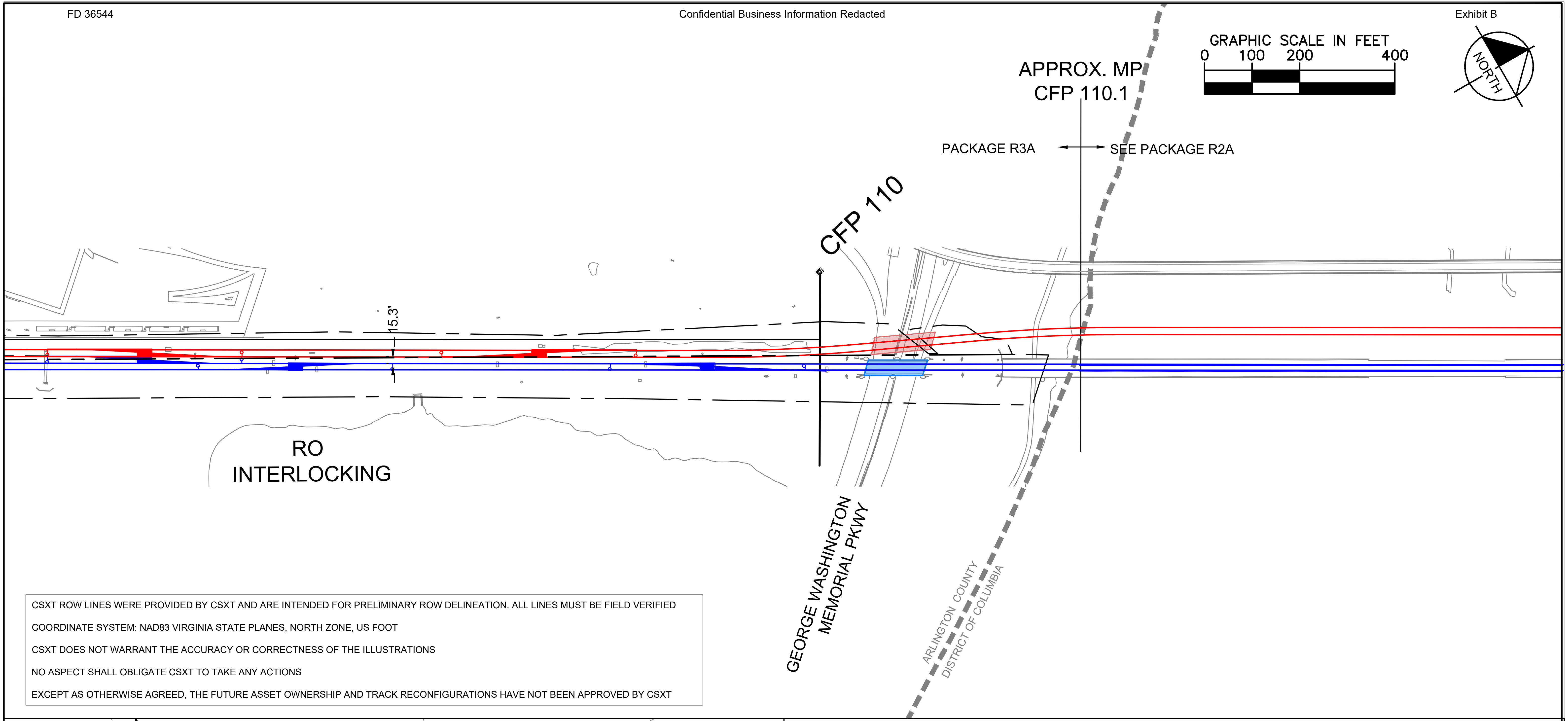
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R2A - LONG BRIDGE PROJECT

CSXT VAL MAP:V28600
DATE: 3/19/2021

SHEET
EV-006
OF
EV-283

Mar, 19 2021 08:29 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R2A_Long Bridge\CAD\Sheets\R2A-xS-Ownership.dwg By: Sydney.Gravitt

Exhibit B



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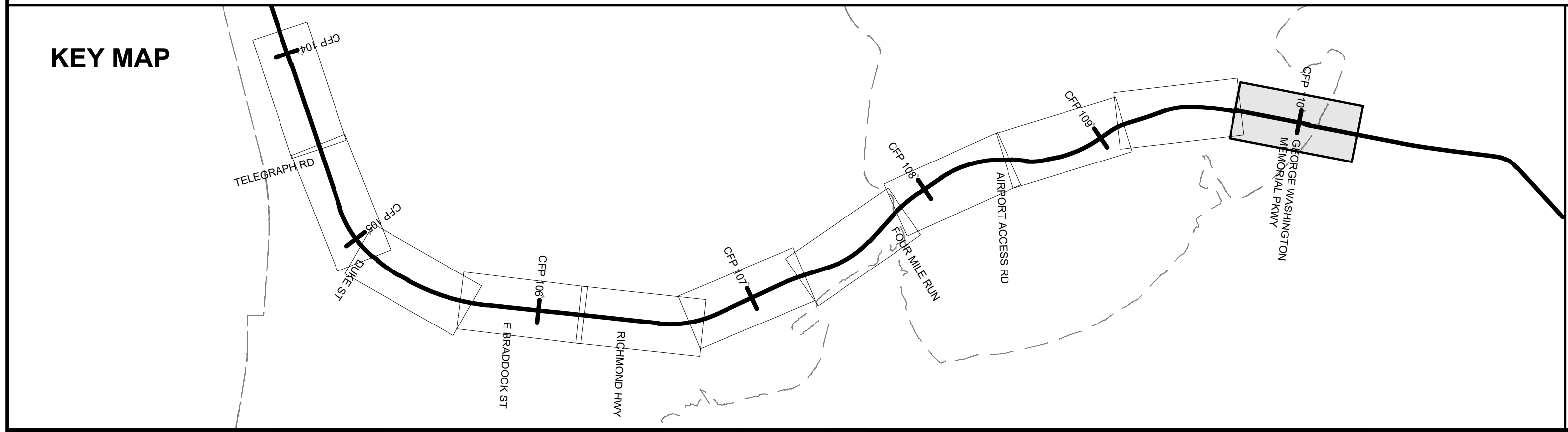
KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Arlington County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28600
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-007
OF
EV-283

Mar, 19 2021 08:16 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Ownership-Layout.dwg By: Sydney.Gravitt

FD 36544

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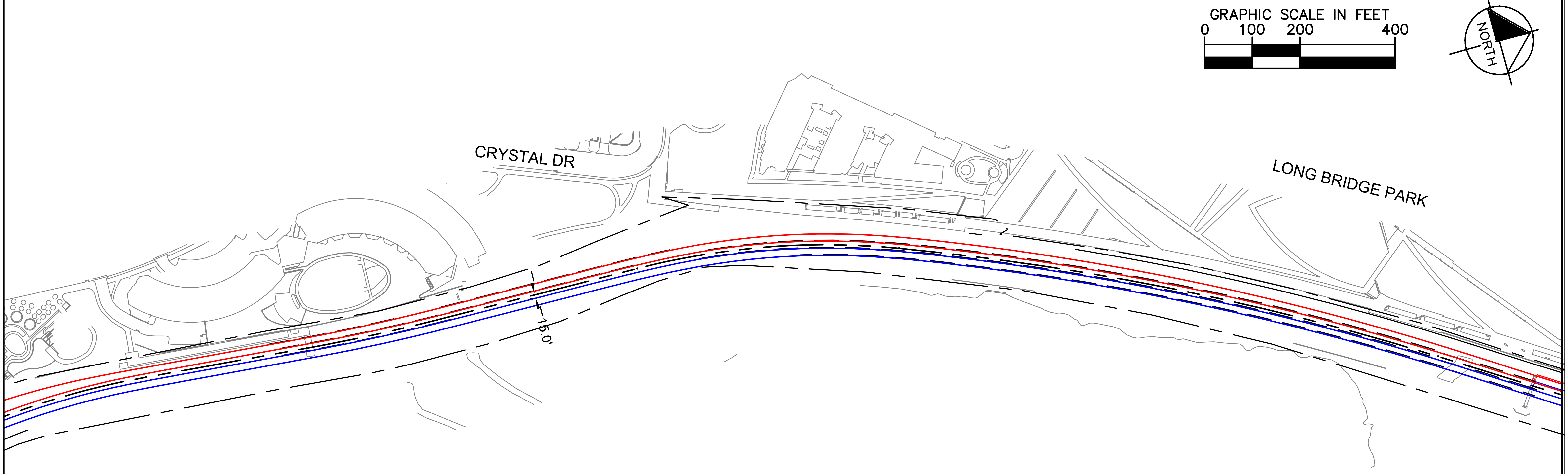
Exhibit B



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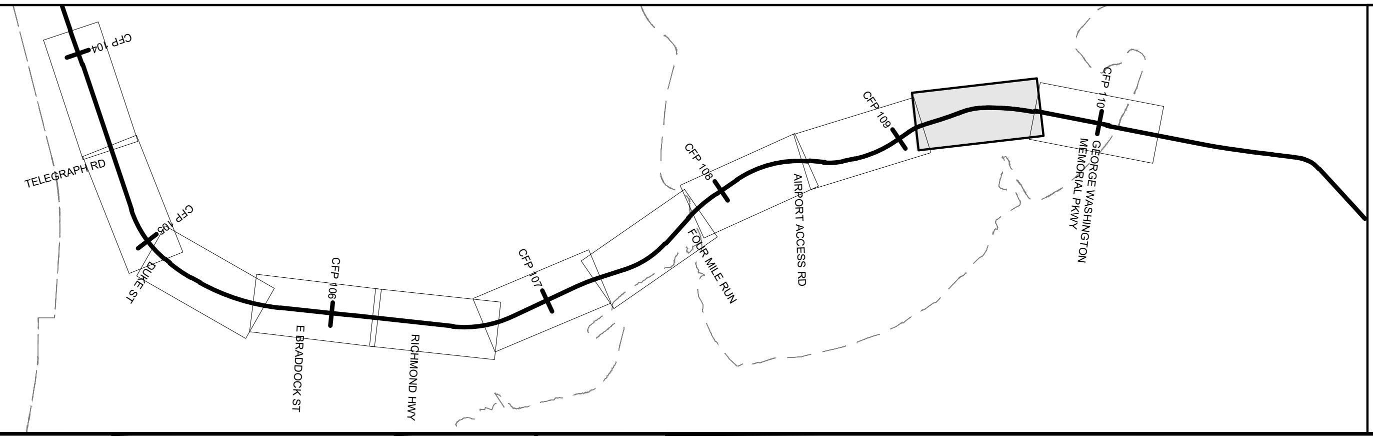
KEY MAP



—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
▭	DRPT BRIDGE
▭	CSXT BRIDGE
▭	STATION PLATFORM
▭	VDOT BRIDGE
▭	POTENTIAL ROW IMPACT

JURISDICTION: Arlington County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R3A - ALEXANDRIA FOURTH TRACK

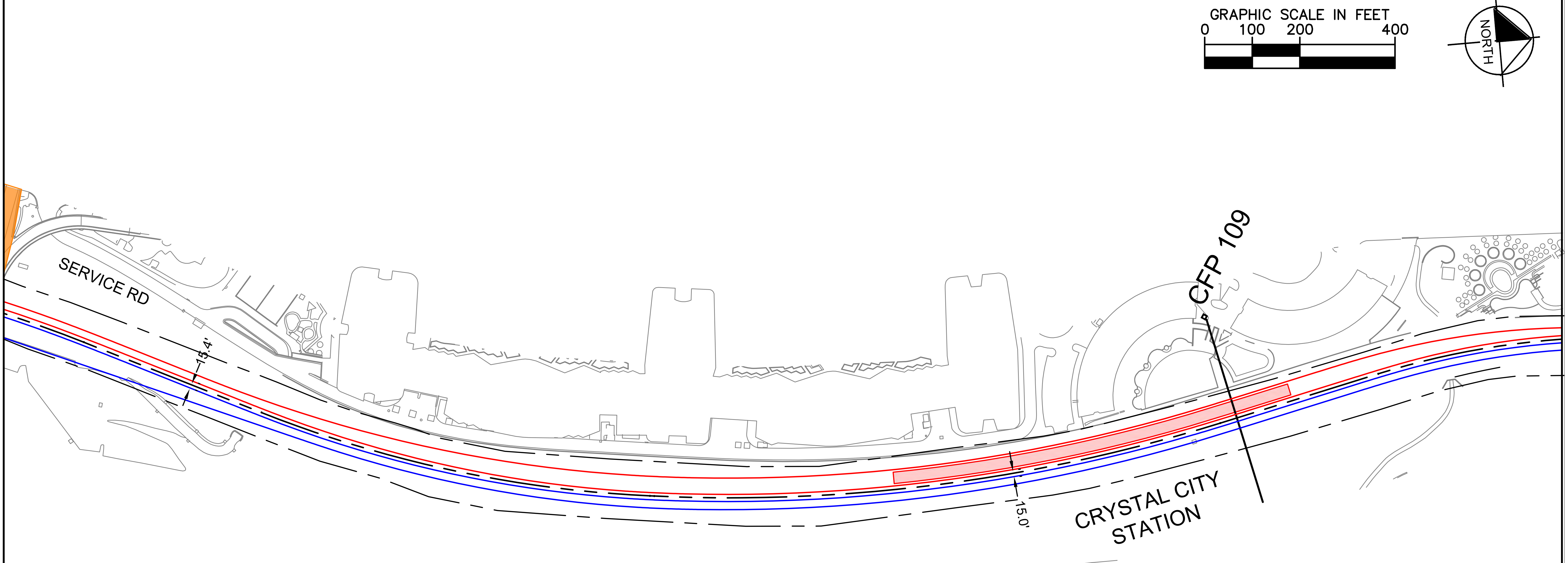
CSXT VAL MAP:V28600

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-008
OF
EV-283

Mar, 19 2021 08:16 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Ownership-Layout.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

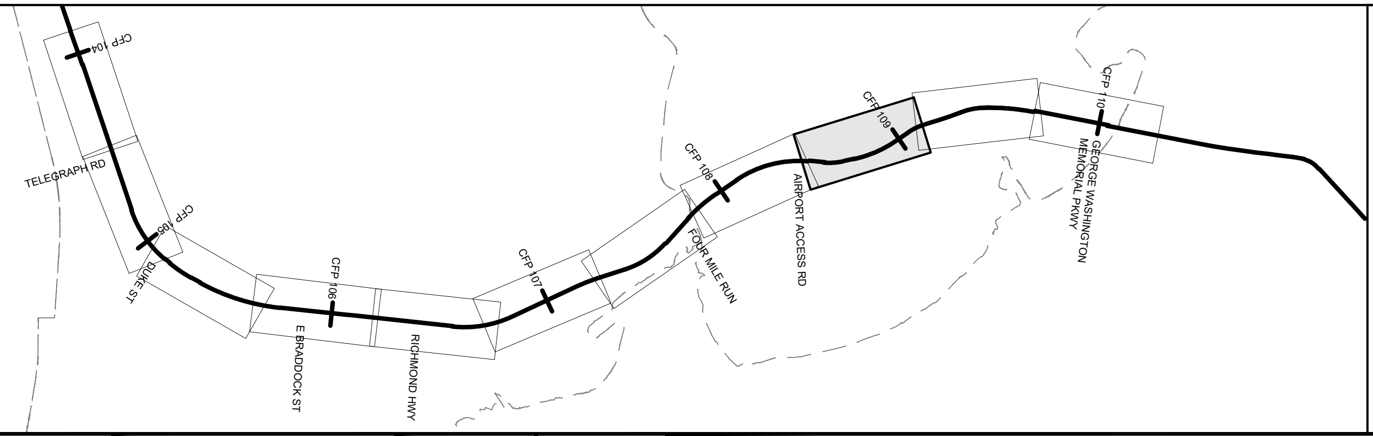
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



―	DRPT TRACK	🟥	DRPT BRIDGE
―	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
―	RETAINING WALL		

JURISDICTION: Arlington County/City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28599

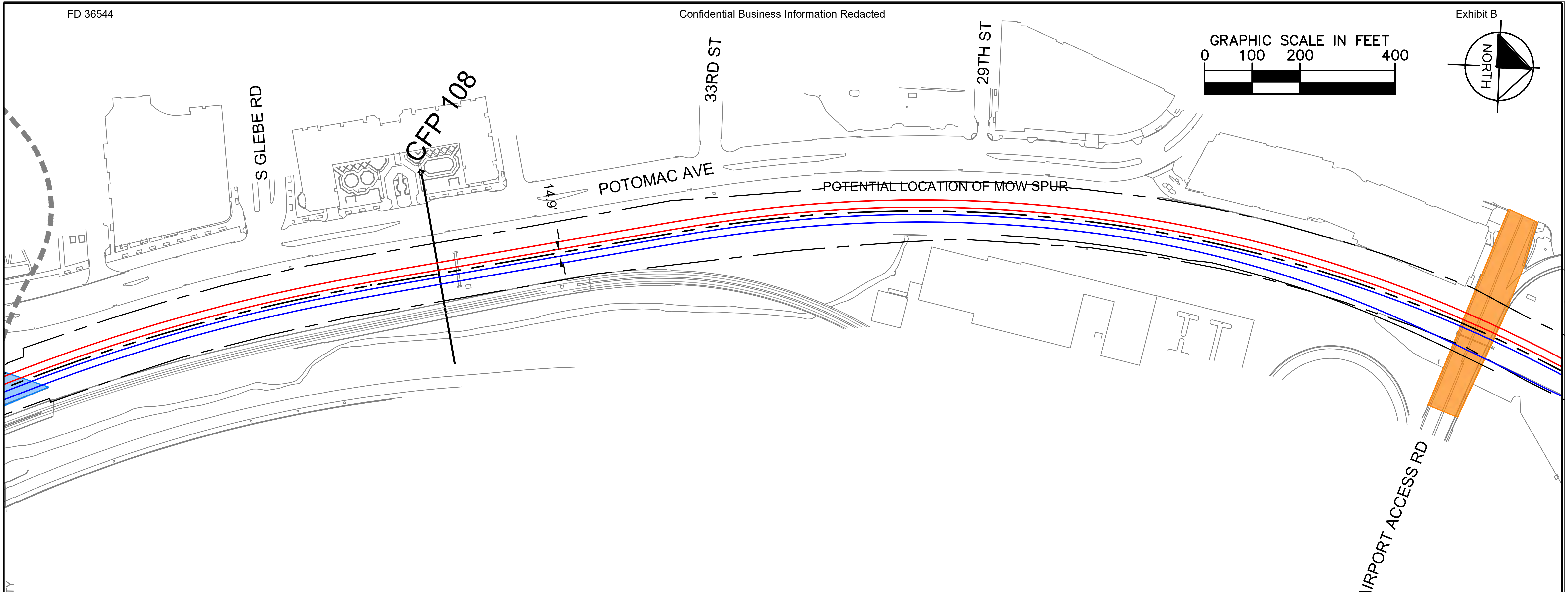
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-009
OF
EV-283

Mar. 19 2021 08:16 am K:\VIVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_cS-Ownership-Layout.dwg By: SydneyGravitt

Exhibit B



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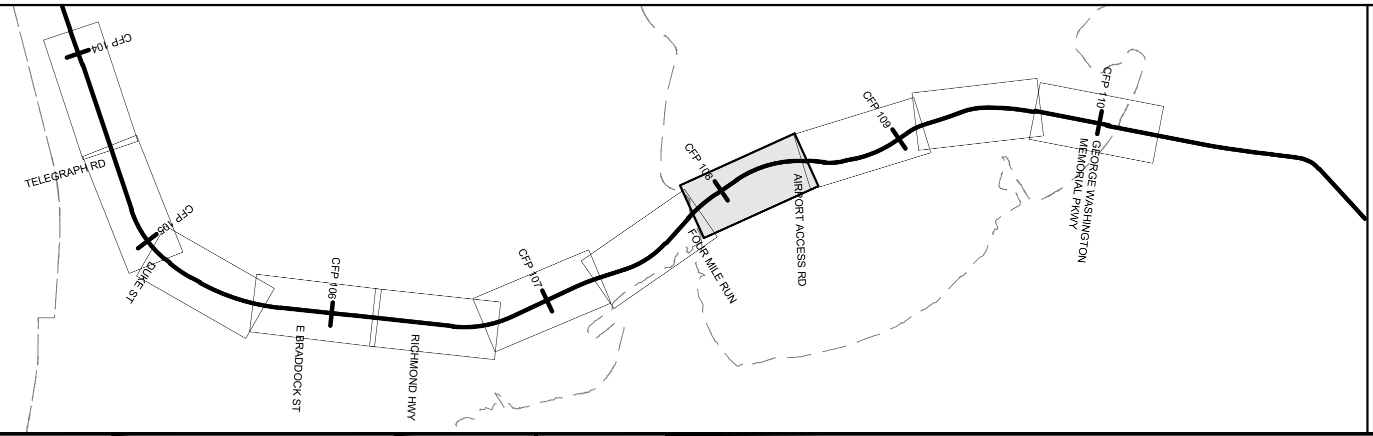

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Arlington County/City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28599
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-010
OF
EV-283

Mar, 19 2021 08:16 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_XS-Ownership-Layout.dwg By: Sydney.Gravitt

FD 36544

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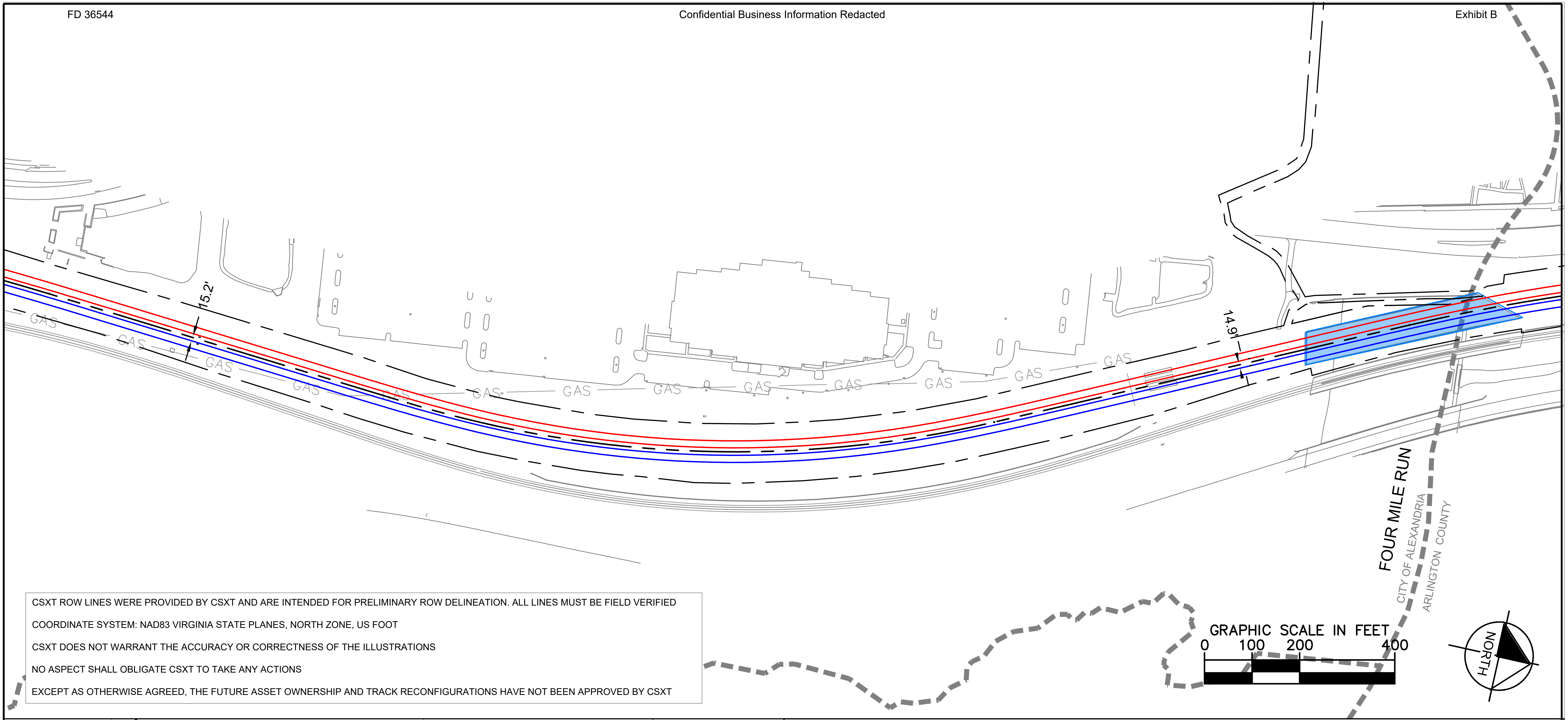
Exhibit B



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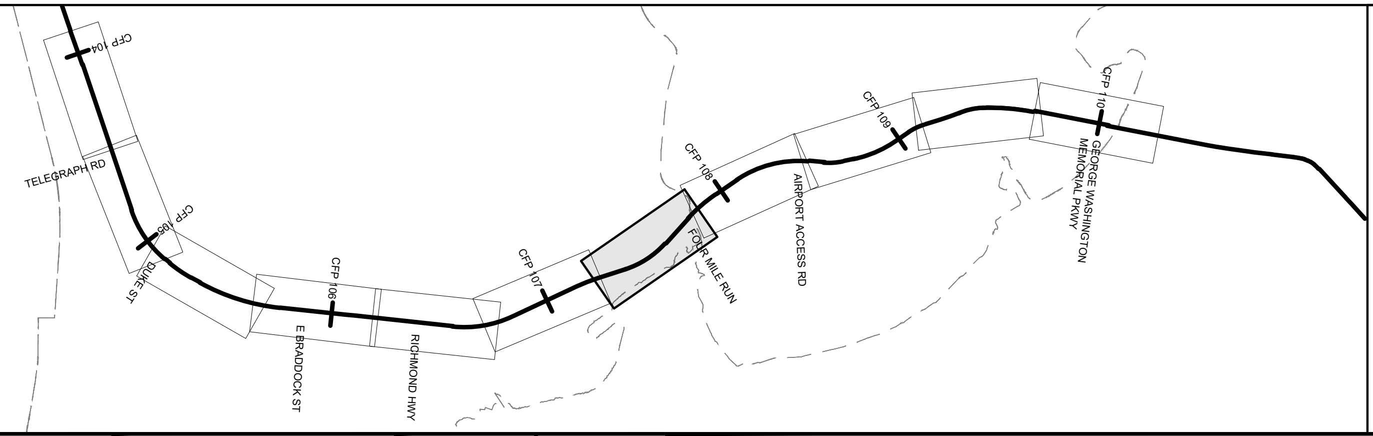


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R3A - ALEXANDRIA FOURTH TRACK

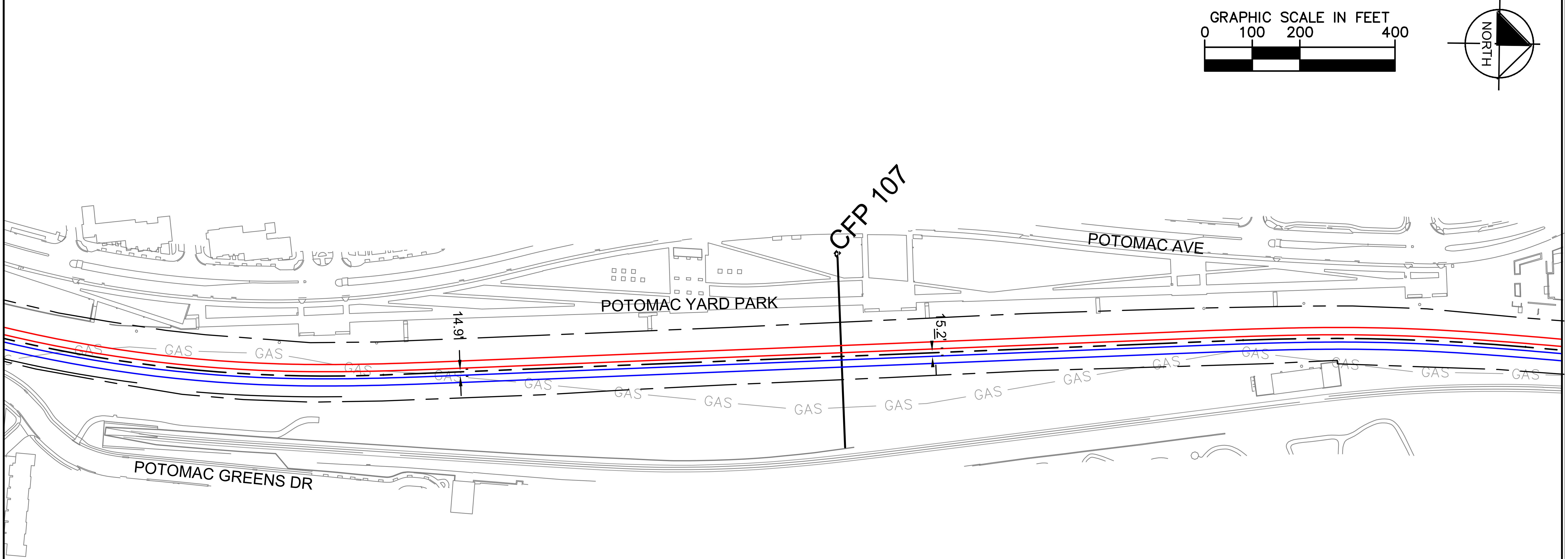
CSXT VAL MAP:V28597

DATE: 3/19/2021

SHEET
EV-011
OF
EV-283

Mar, 19 2021 08:16 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AIP\Task 10 – Technical Assistance_R3A_Alex 4th Track\CAD\Sheets\R3A_xS-Ownership-Layout.dwg By: SydneyGravitt

Exhibit B



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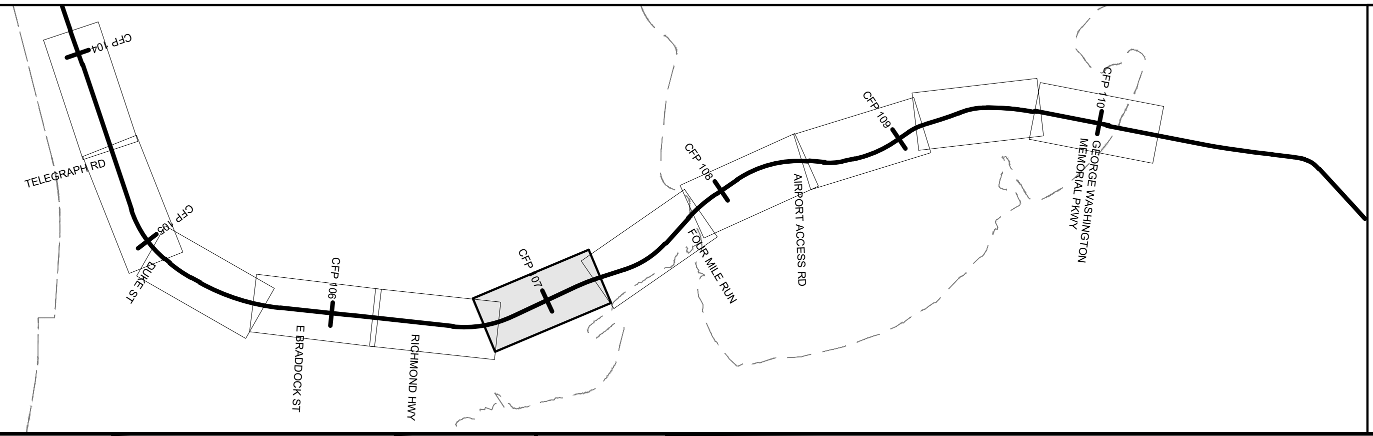

―	DRPT TRACK	🟥	DRPT BRIDGE
―	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
■ ■ ■ ■	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
―	RETAINING WALL		

JURISDICTION: City of Alexandria

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28597
DATE: 3/19/2021

SHEET
EV-012
OF
EV-283

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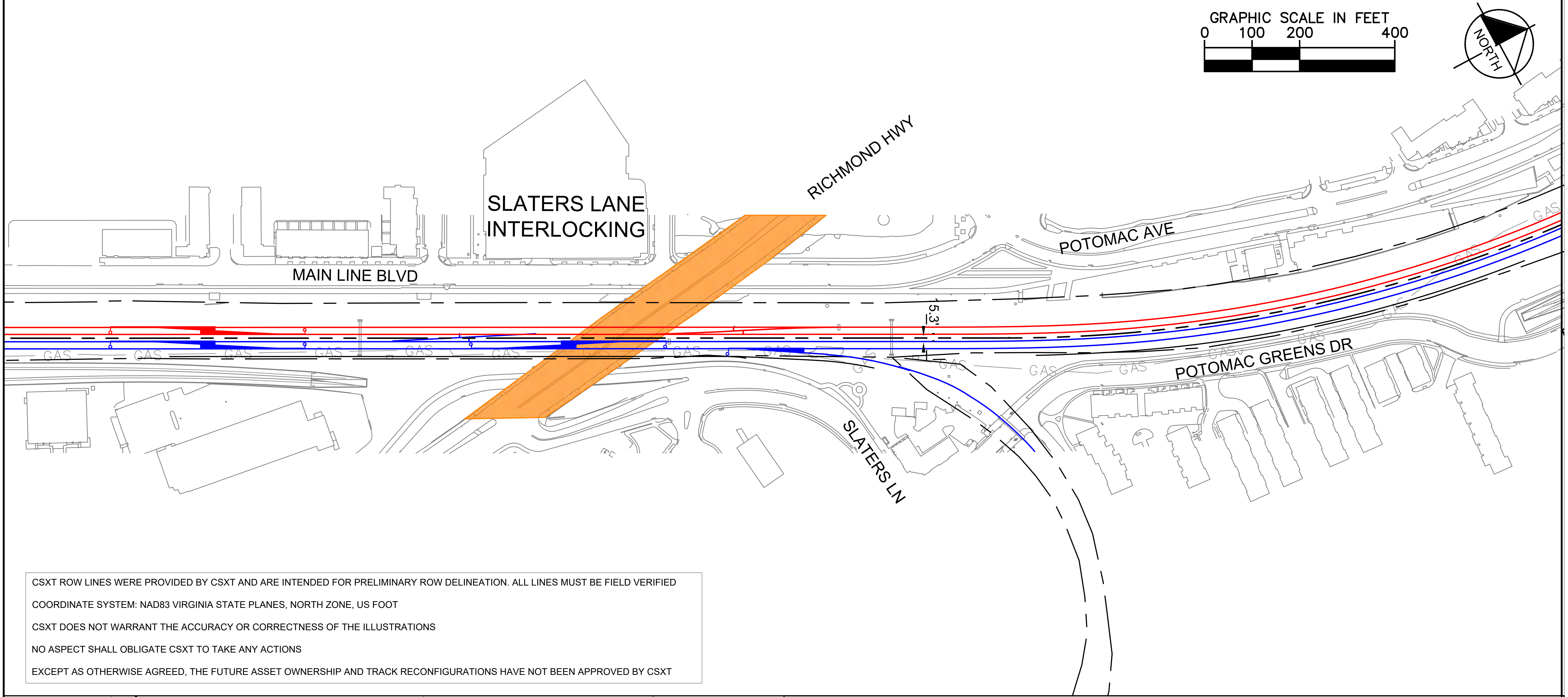

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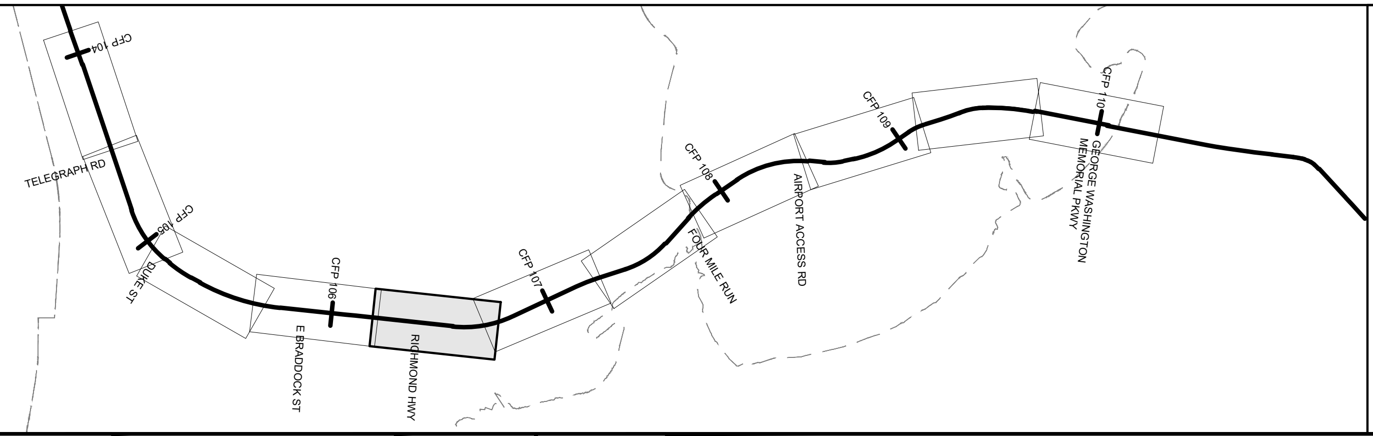

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28597

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-013
OF
EV-283

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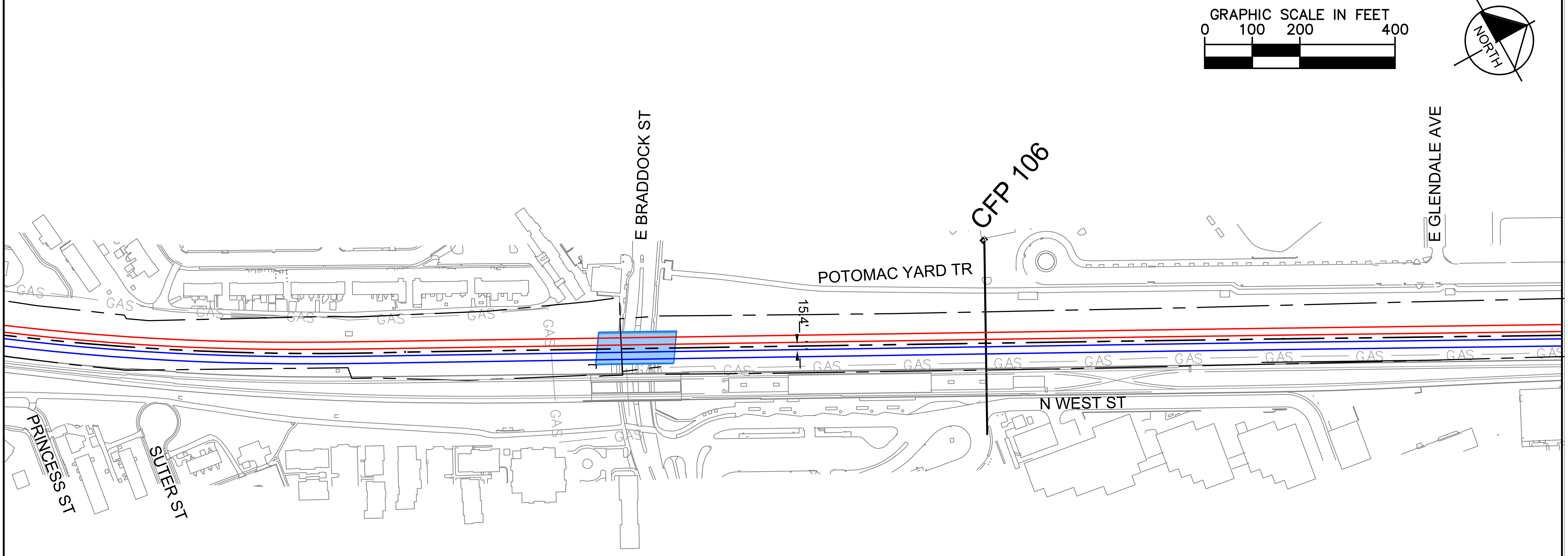
Exhibit B



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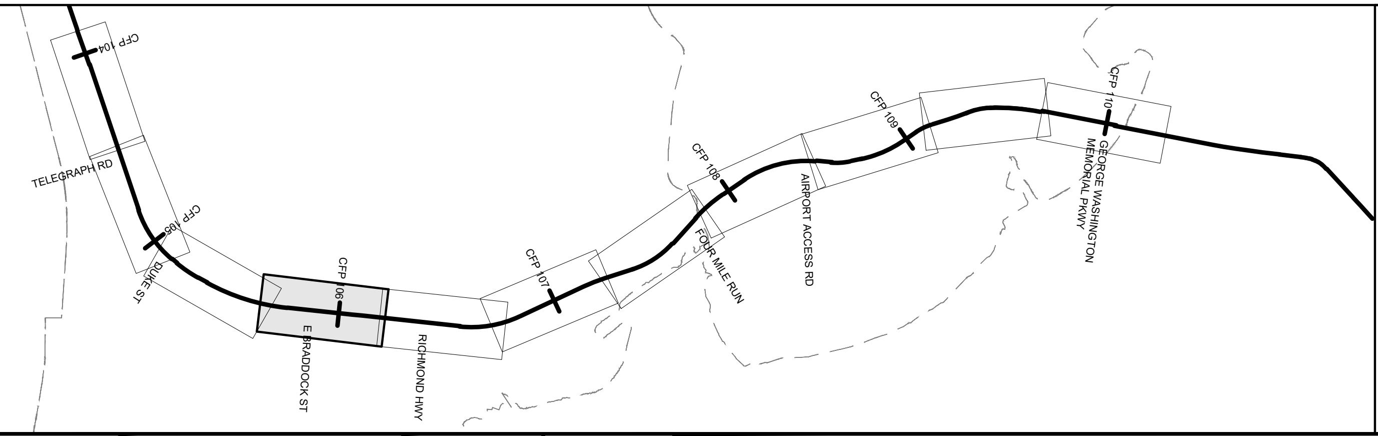

🟥	DRPT TRACK	▨	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28594

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-014
OF
EV-283

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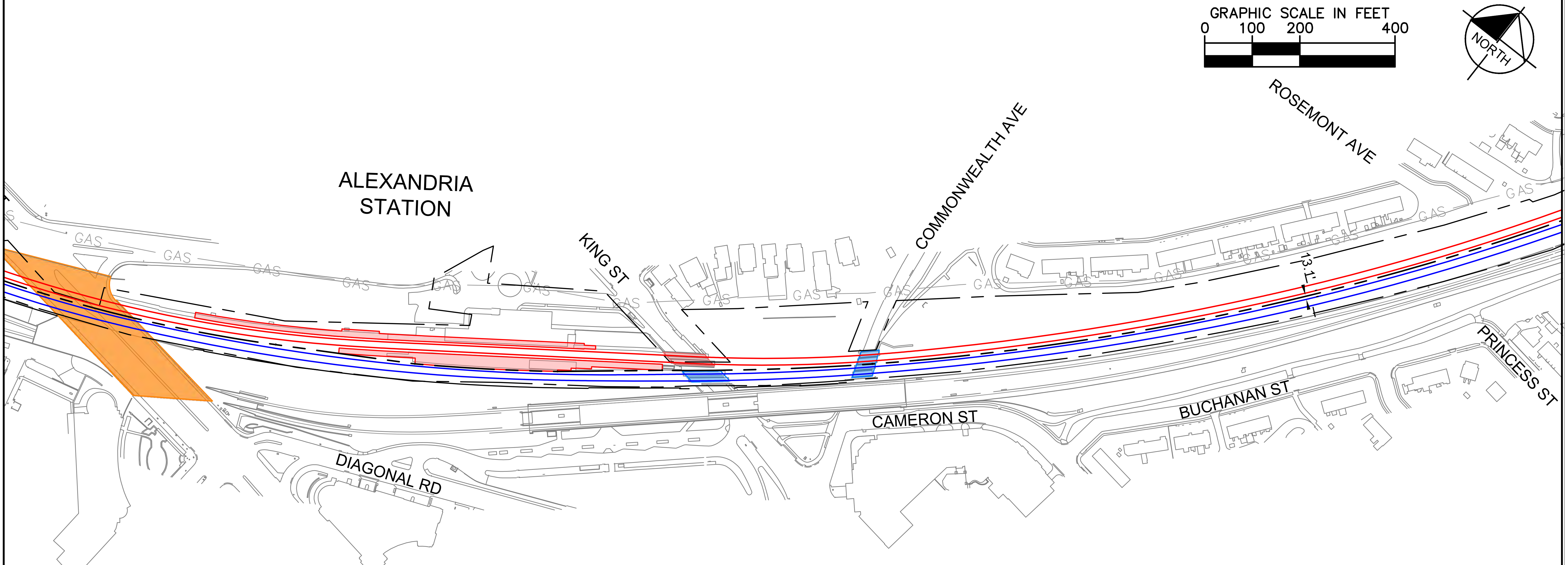

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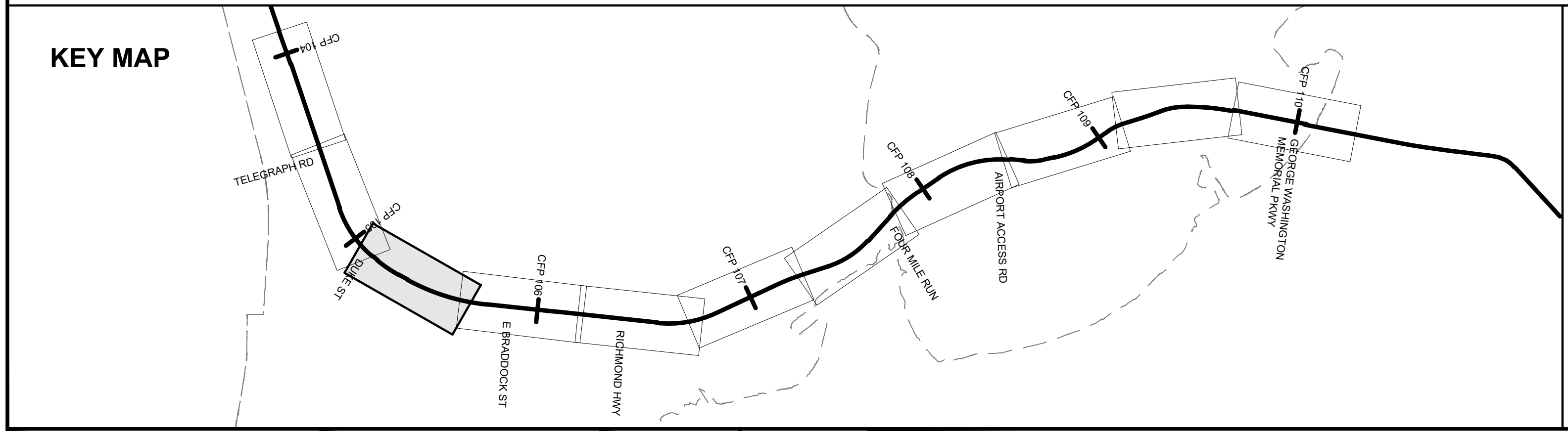

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28594
DATE: 3/19/2021

SHEET
EV-015
OF
EV-283

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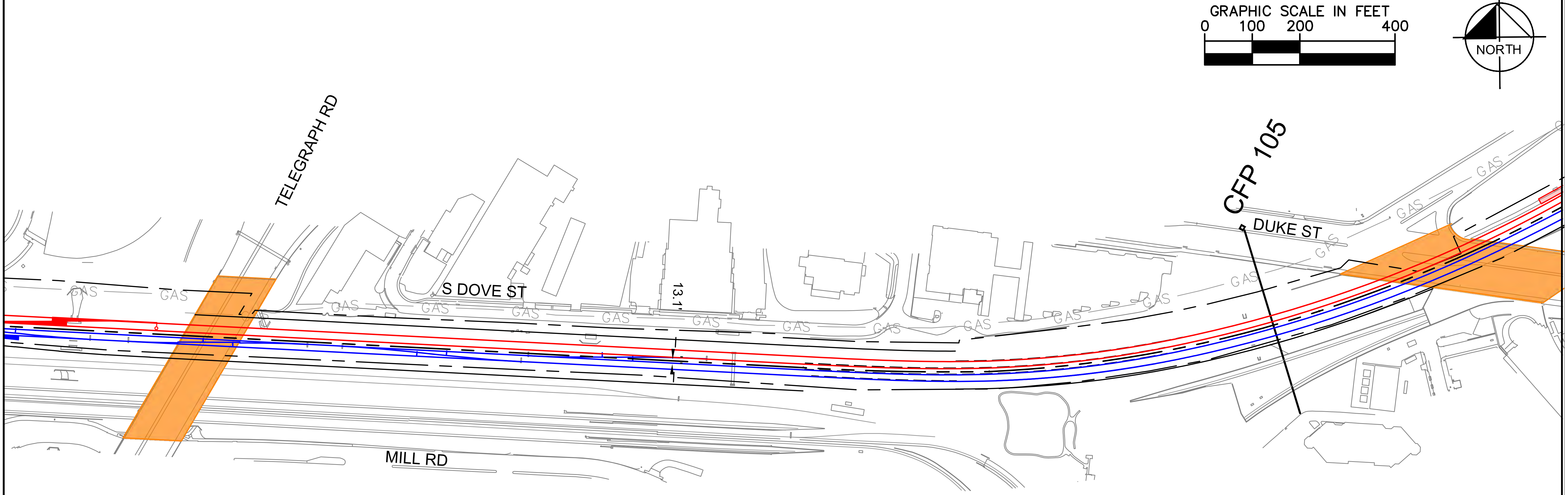
Exhibit B



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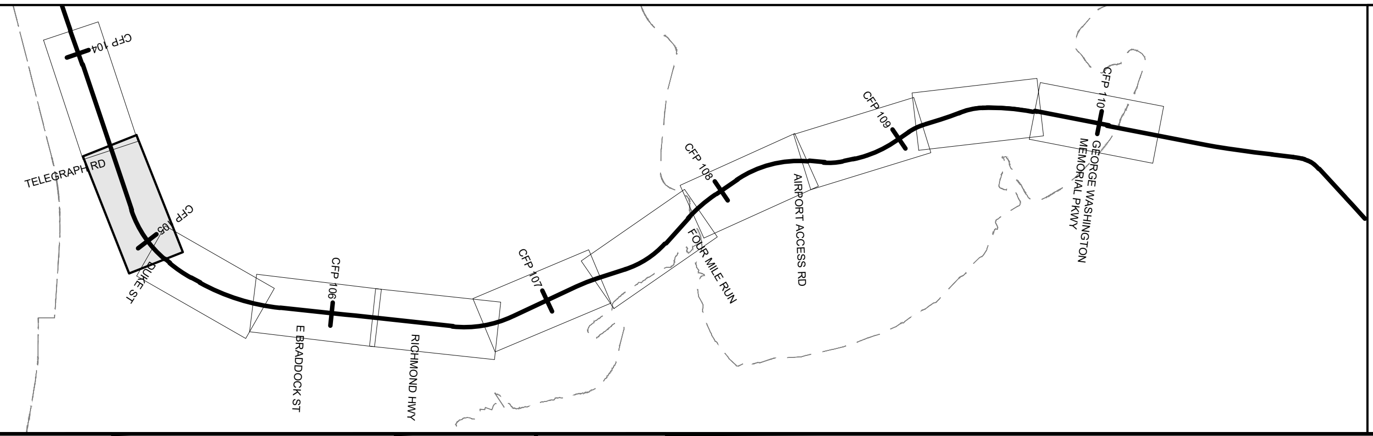

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
▭	DRPT BRIDGE
▭	CSXT BRIDGE
▭	STATION PLATFORM
▭	VDOT BRIDGE
▭	POTENTIAL ROW IMPACT

JURISDICTION: City of Alexandria

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28594

DATE: 3/19/2021

SHEET EV-016 OF EV-283

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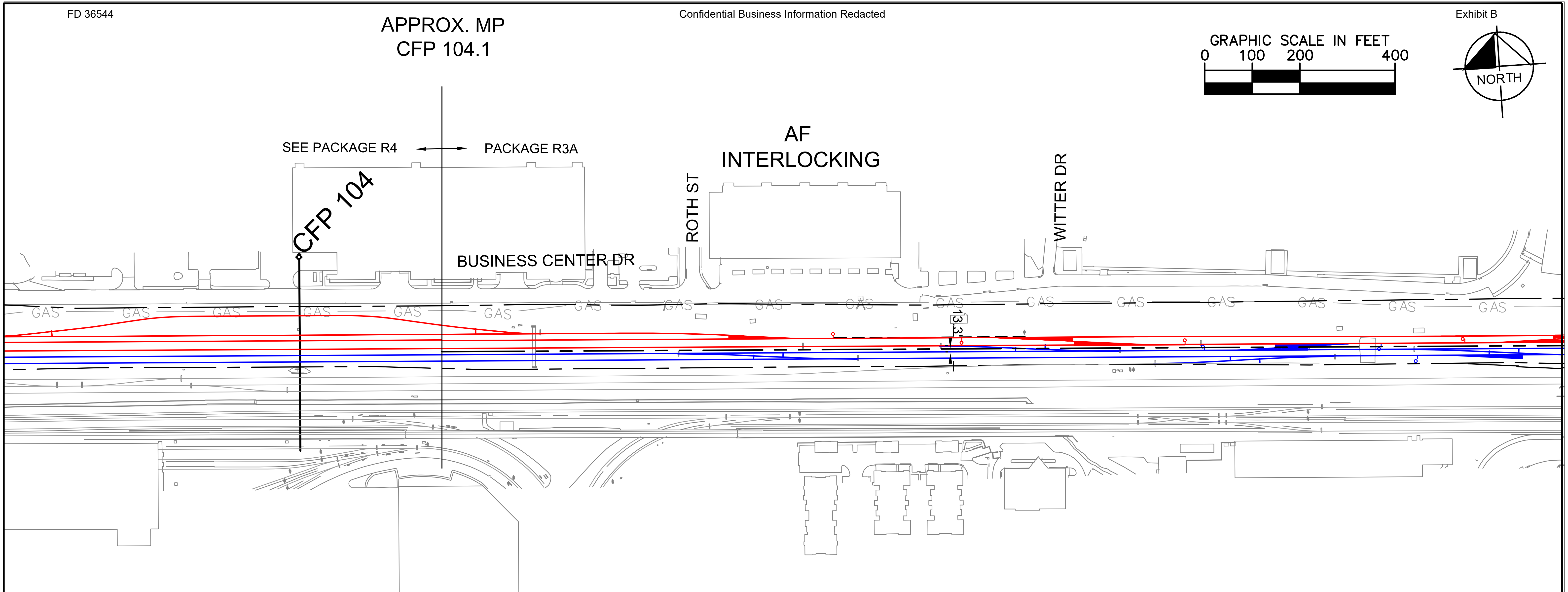

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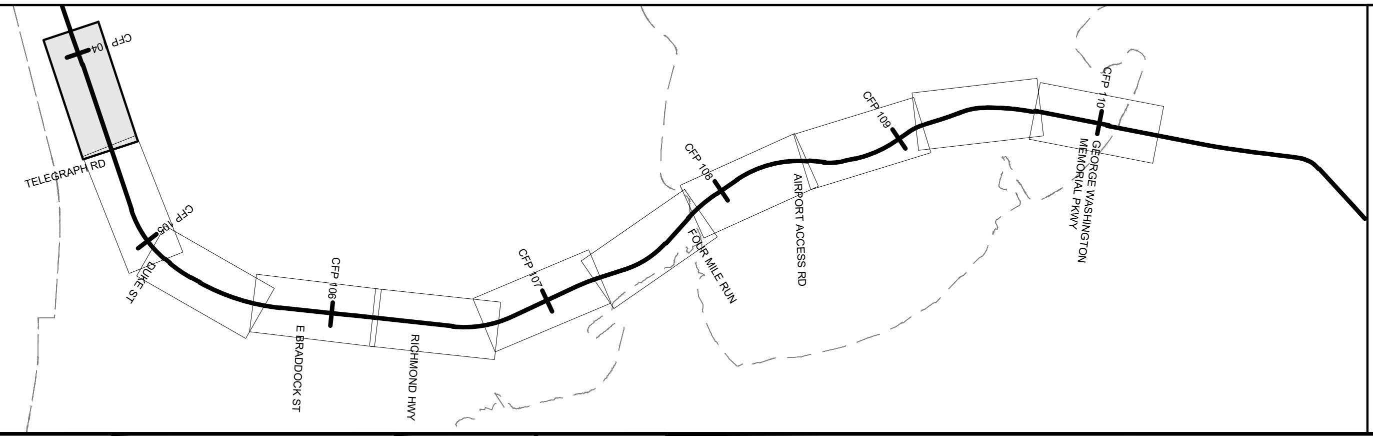

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—- - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R3A - ALEXANDRIA FOURTH TRACK

CSXT VAL MAP:V28594

DATE: 3/19/2021

Kimley»Horn

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EV-017
OF
EV-283

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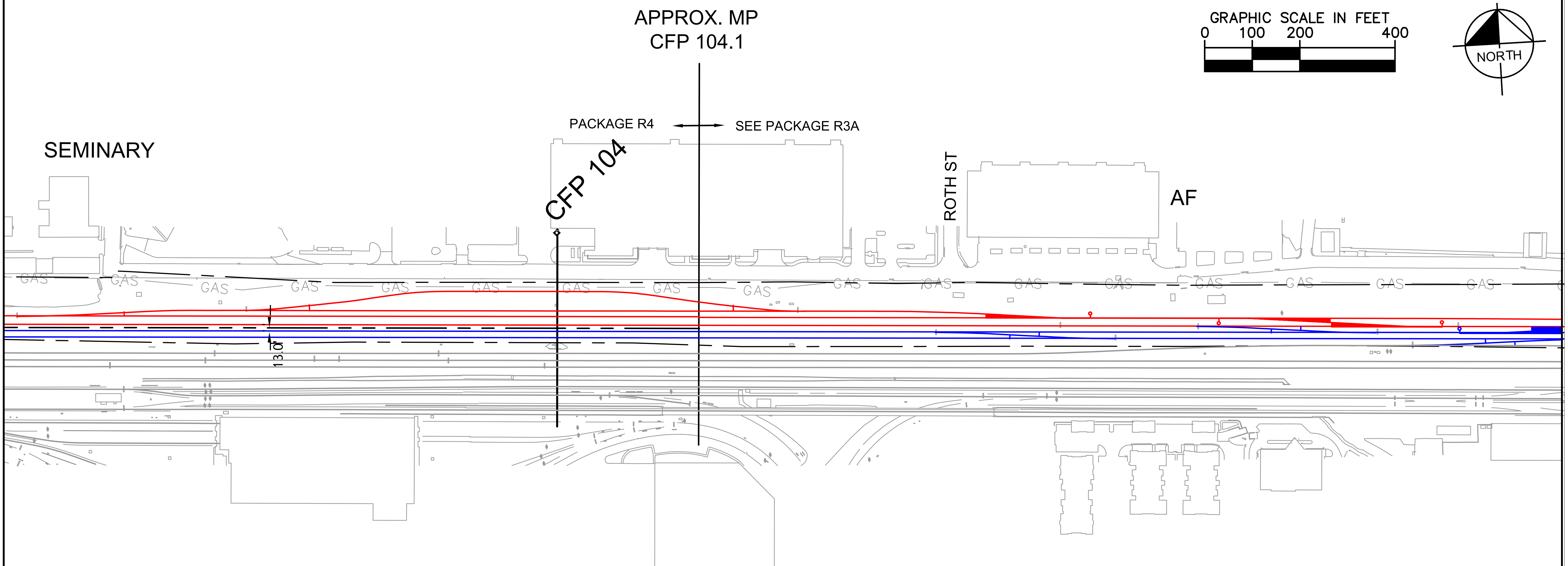
Exhibit B



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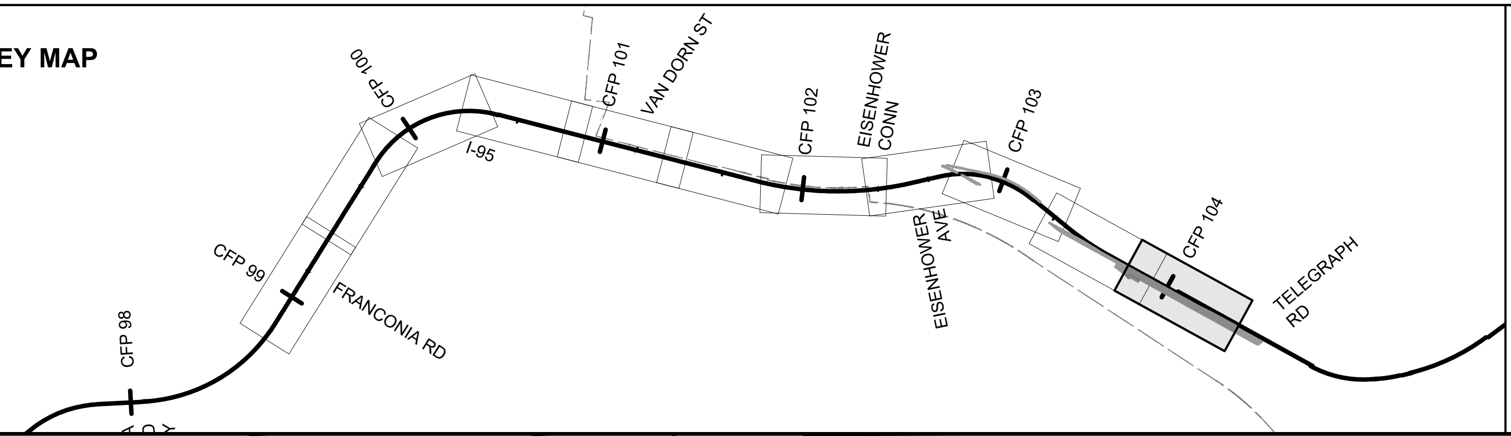

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R4 - AF TO FRANCONIA

CSXT VAL MAP:V28701

DATE: 3/19/2021

Kimley»Horn

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EV-018
OF
EV-283

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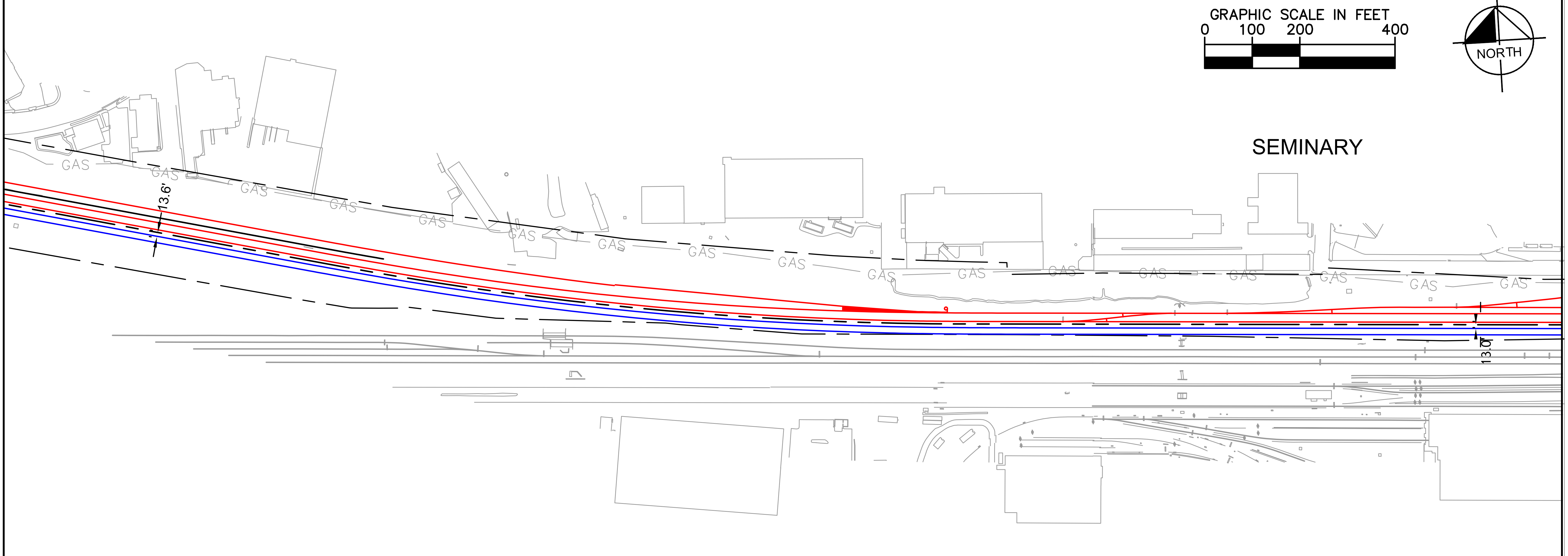
Exhibit B



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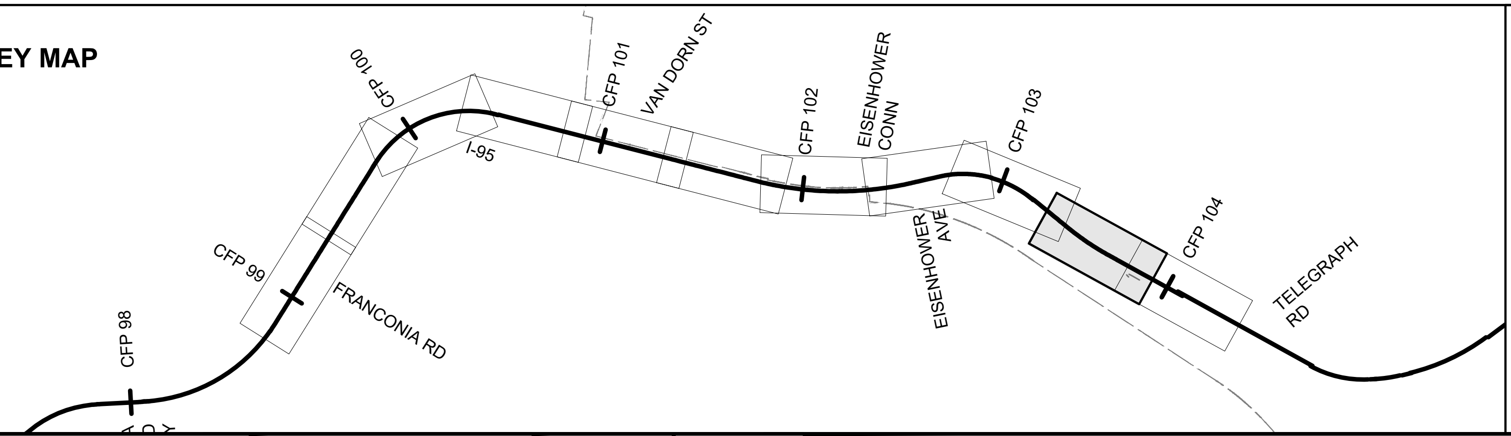

🟥 (red line)	DRPT TRACK	🟥	DRPT BRIDGE
🟦 (blue line)	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

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CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28701

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-019
OF
EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-xS-Ownership.dwg By: Sydney.Gravitt

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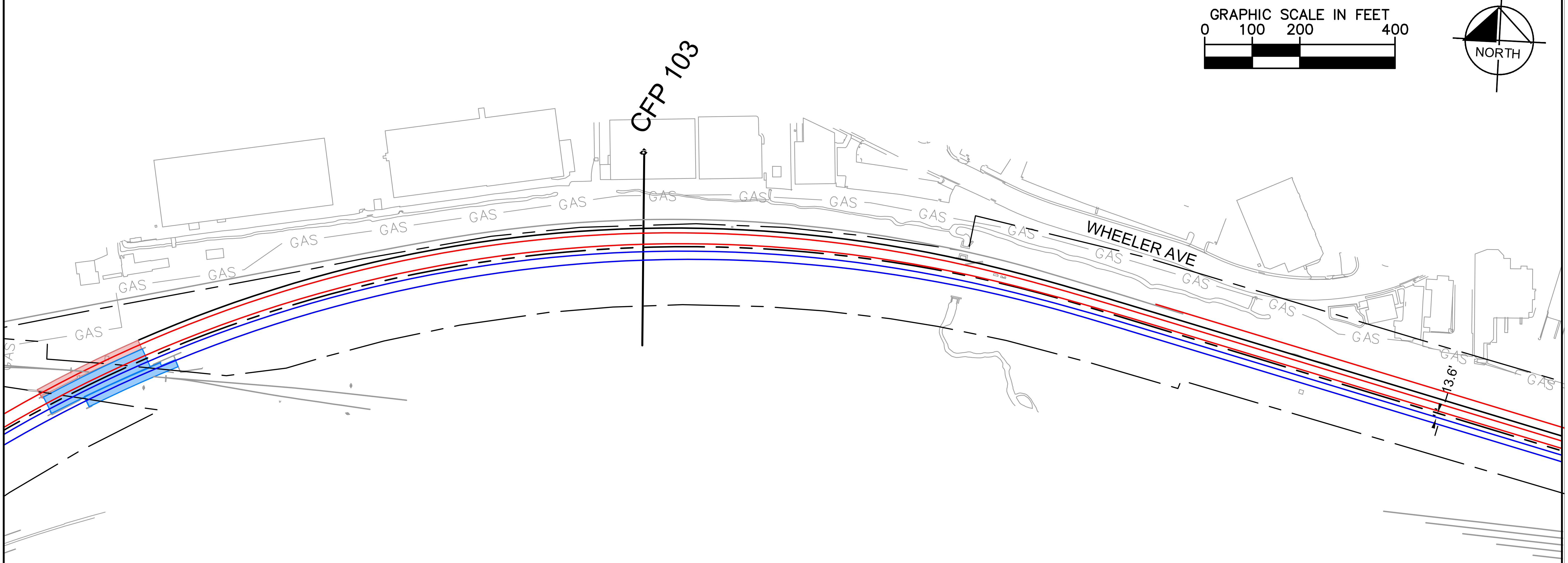

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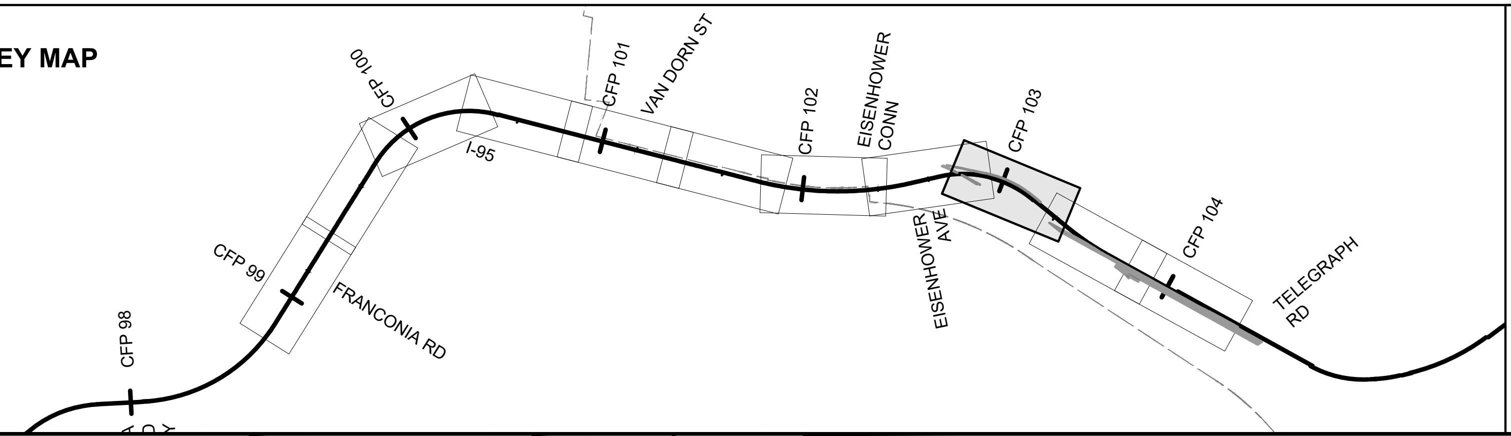

🟥	DRPT TRACK	▨	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

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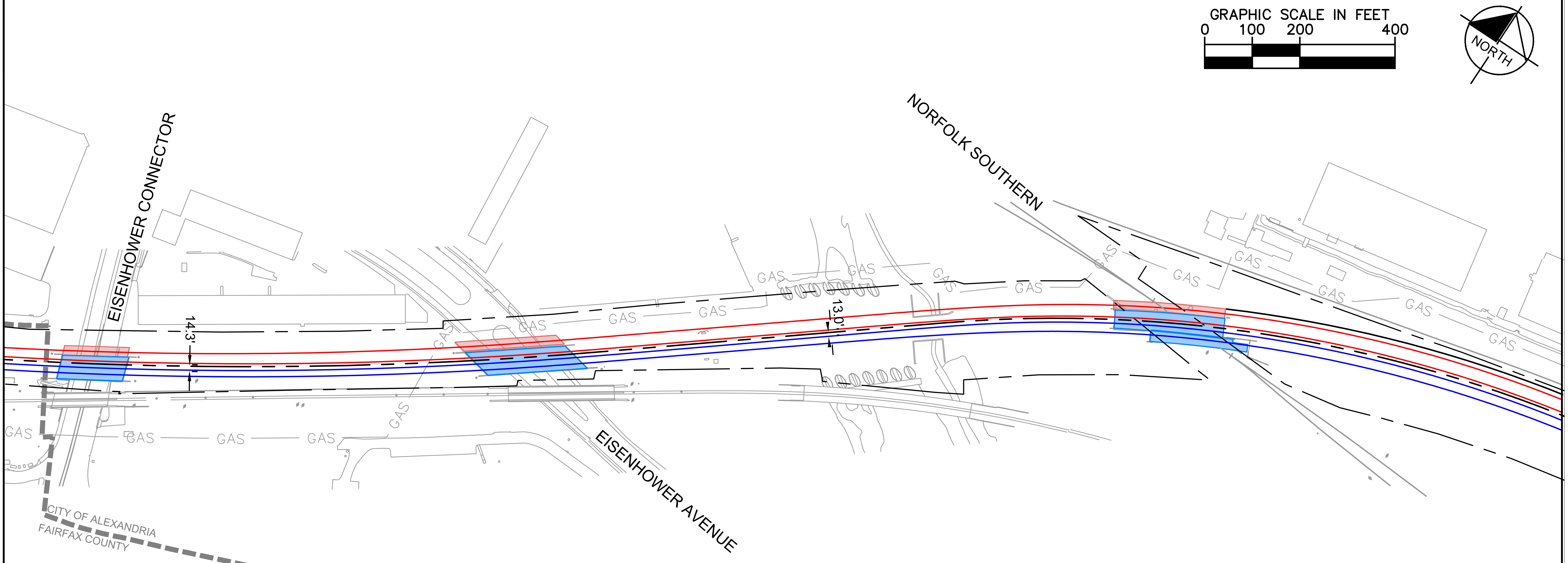
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28701
DATE: 3/19/2021

SHEET
EV-020
OF
EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4–XS–Ownership.dwg By: SydneyGravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

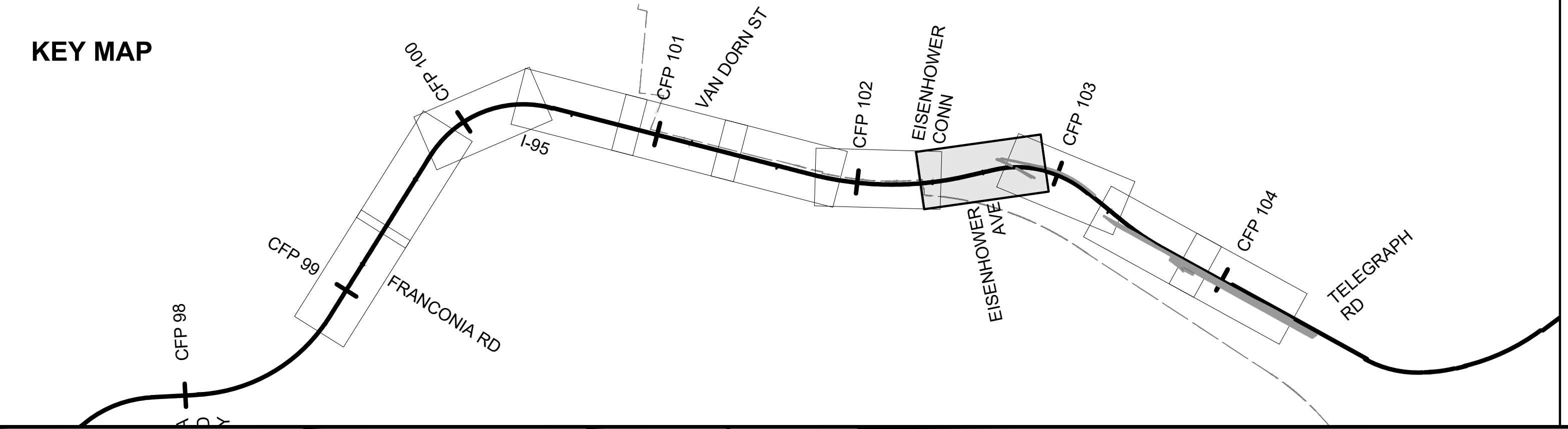
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R4 - AF TO FRANCONIA

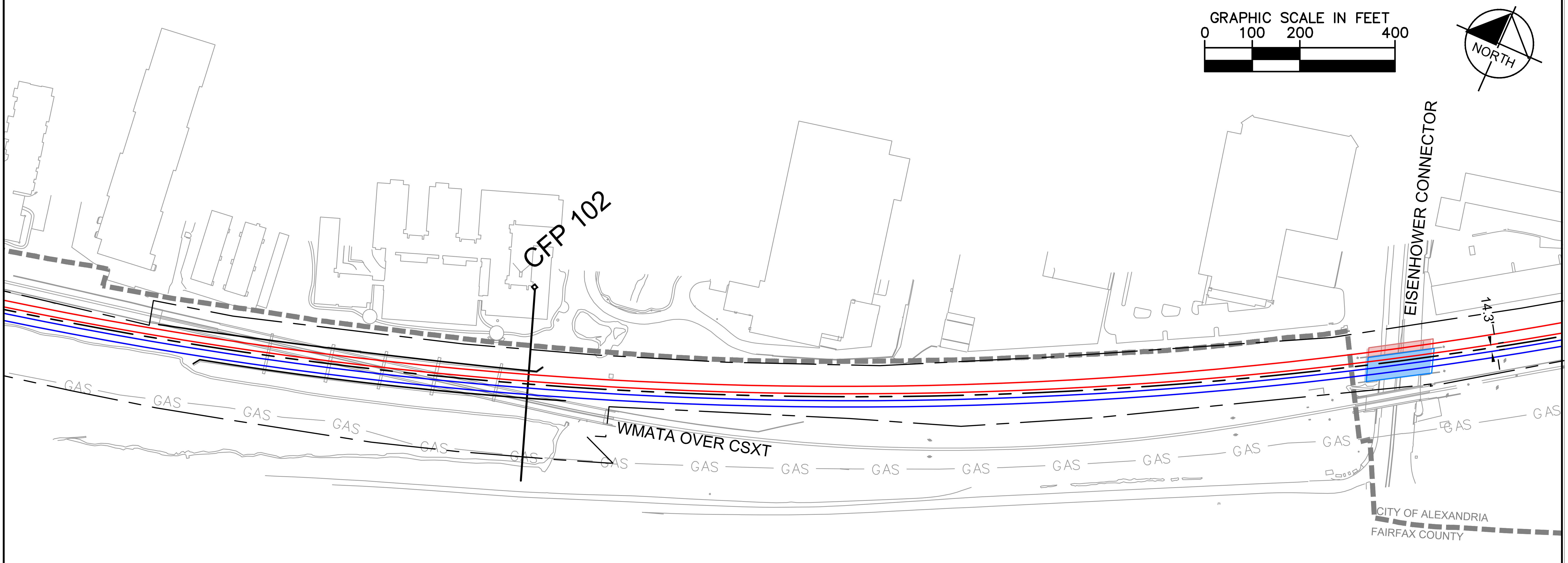
CSXT VAL MAP:V28701

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-021
OF
EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-xS-Ownership.dwg By: Sydney.Gravitt



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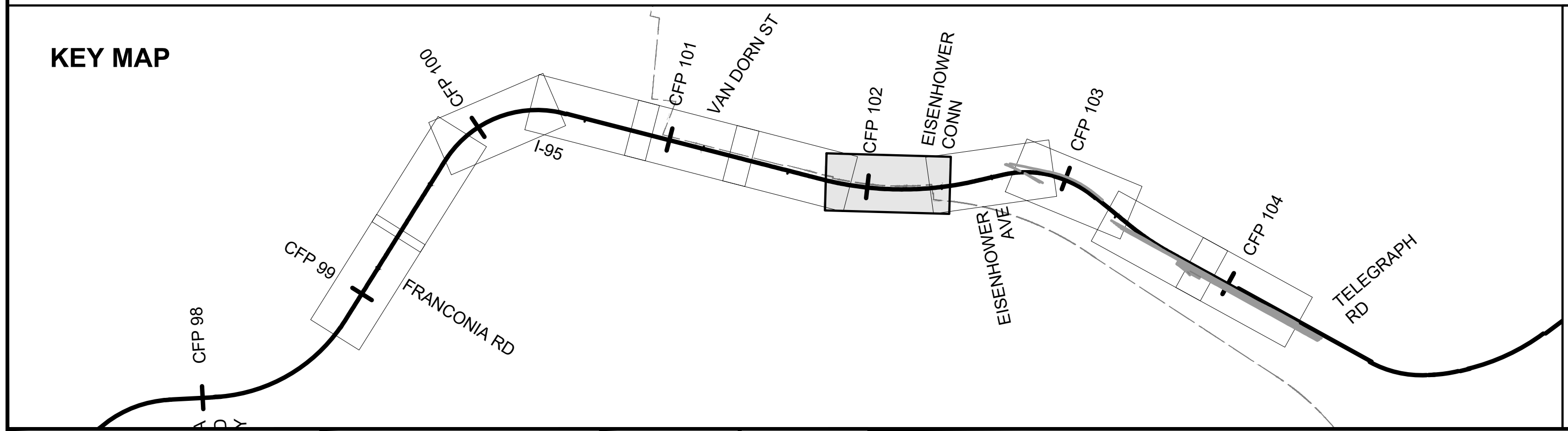


—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: City of Alexandria

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R4 - AF TO FRANCONIA

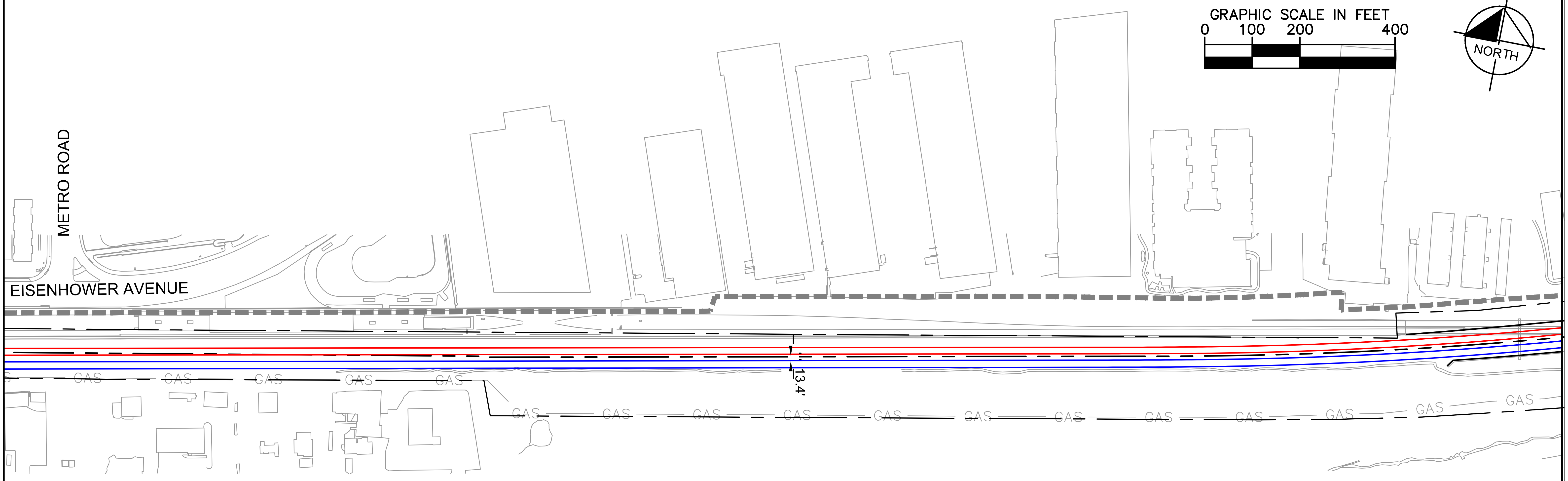
CSXT VAL MAP:V28701

DATE: 3/19/2021

SHEET EV-022 OF EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Ownership.dwg By: Sydney.Gravitt

Exhibit B



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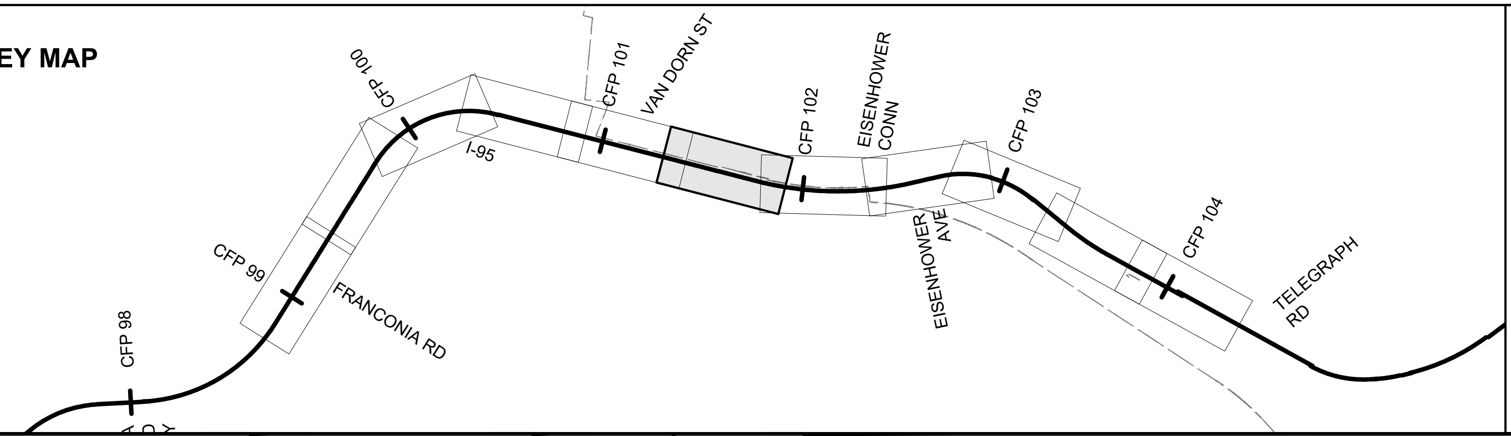

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria/Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28700
DATE: 3/19/2021

SHEET
EV-023
OF
EV-283

Mar. 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-xS-Ownership.dwg By: SydneyGravitt

FD 36544

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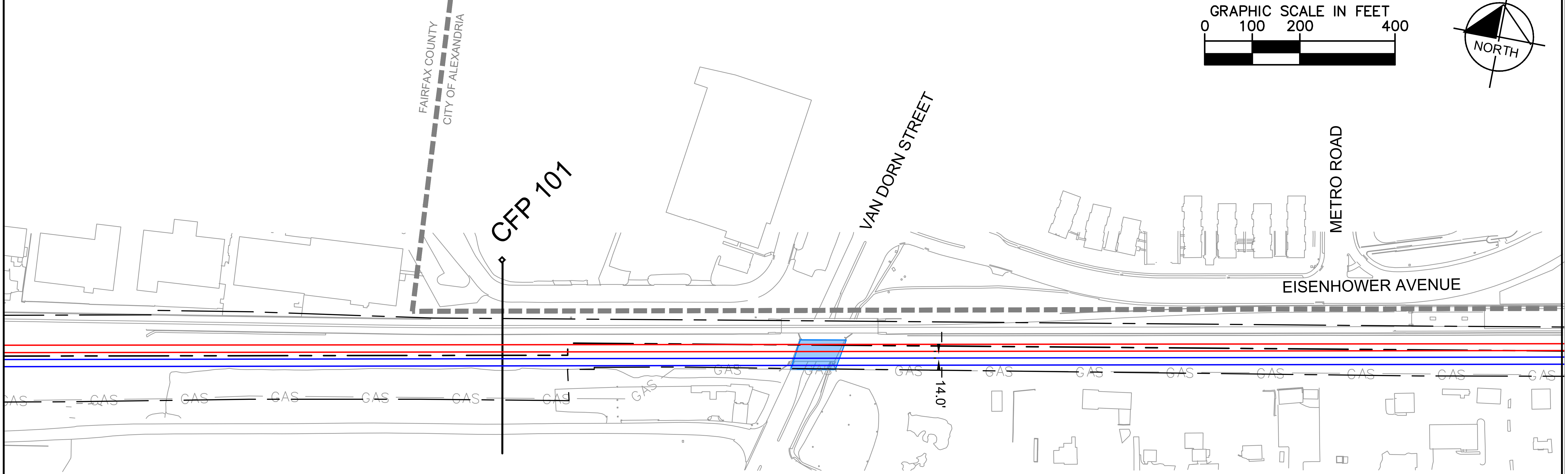
Exhibit B



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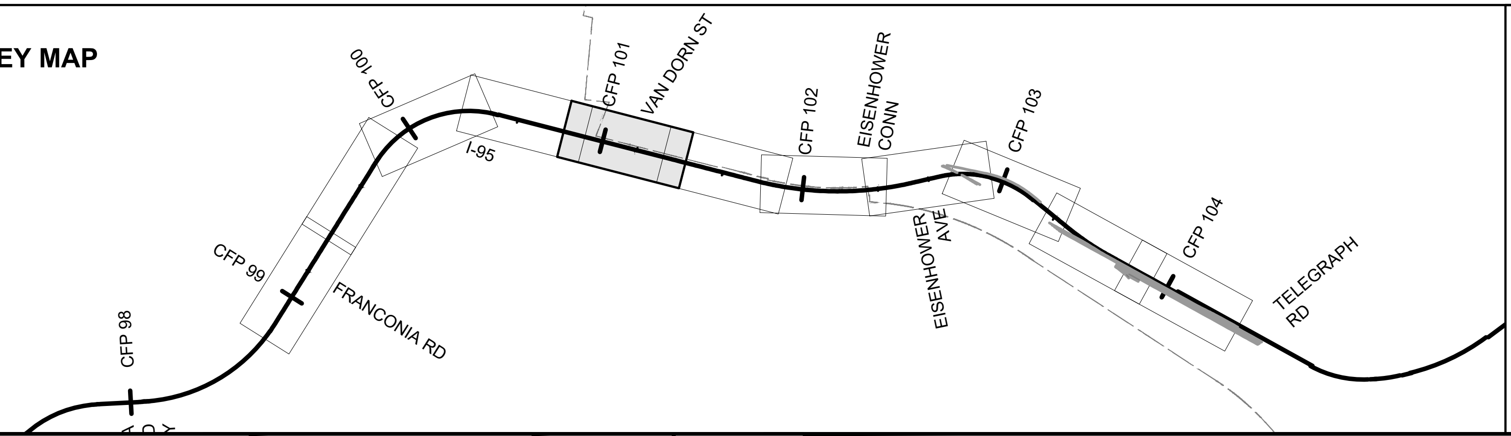
KEY MAP



🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: City of Alexandria/Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R4 - AF TO FRANCONIA

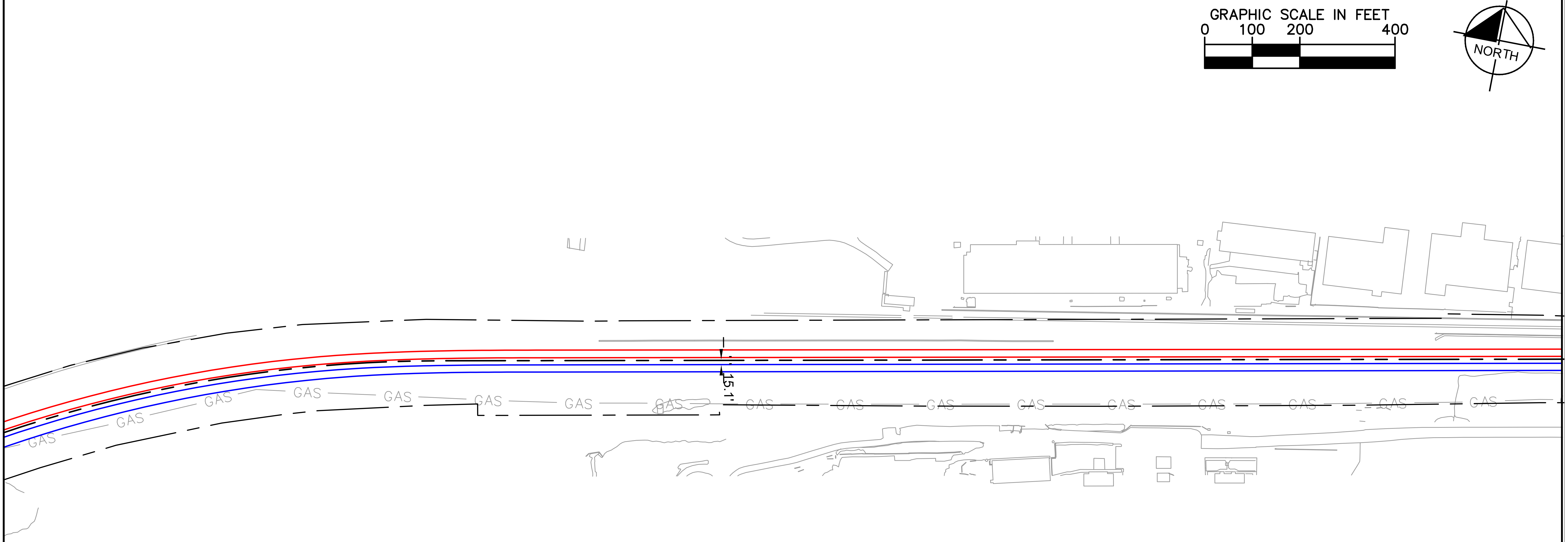
CSXT VAL MAP:V28700

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-024
OF
EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Ownership.dwg By: Sydney.Gravitt



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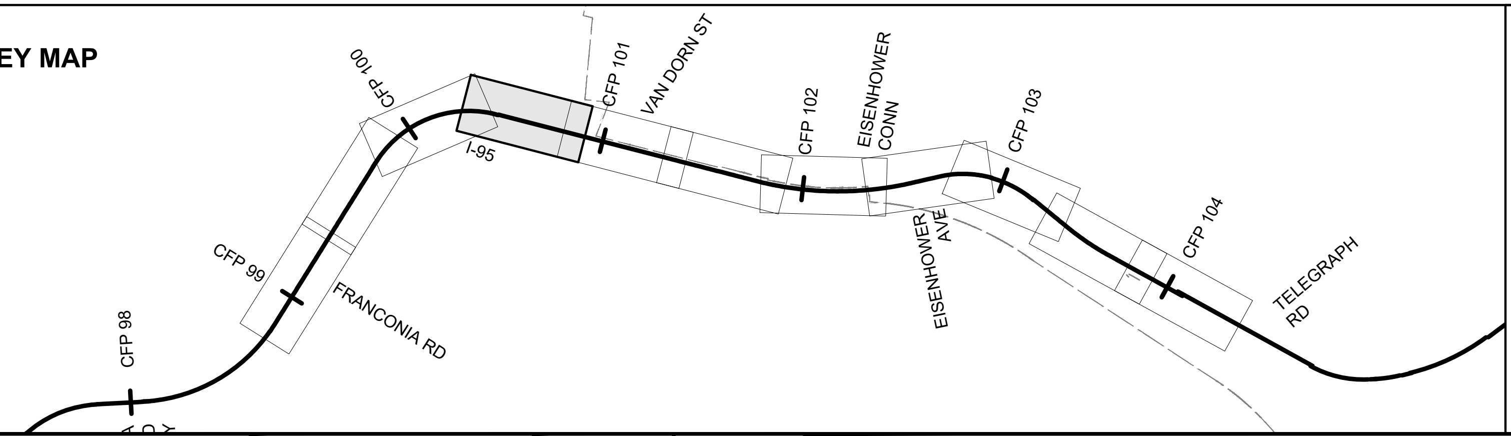


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria/Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R4 - AF TO FRANCONIA

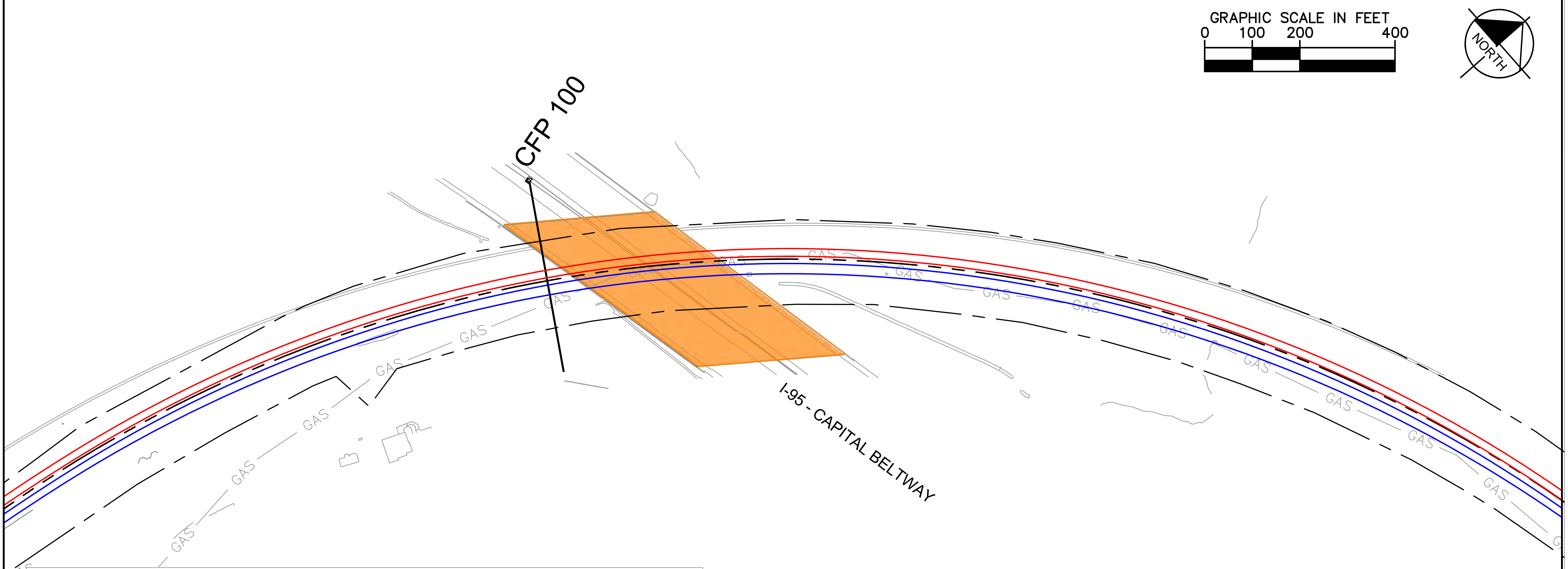
CSXT VAL MAP:V28700
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-025
OF
EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4–XS–Ownership.dwg By: Sydney.Gravitt

Exhibit B



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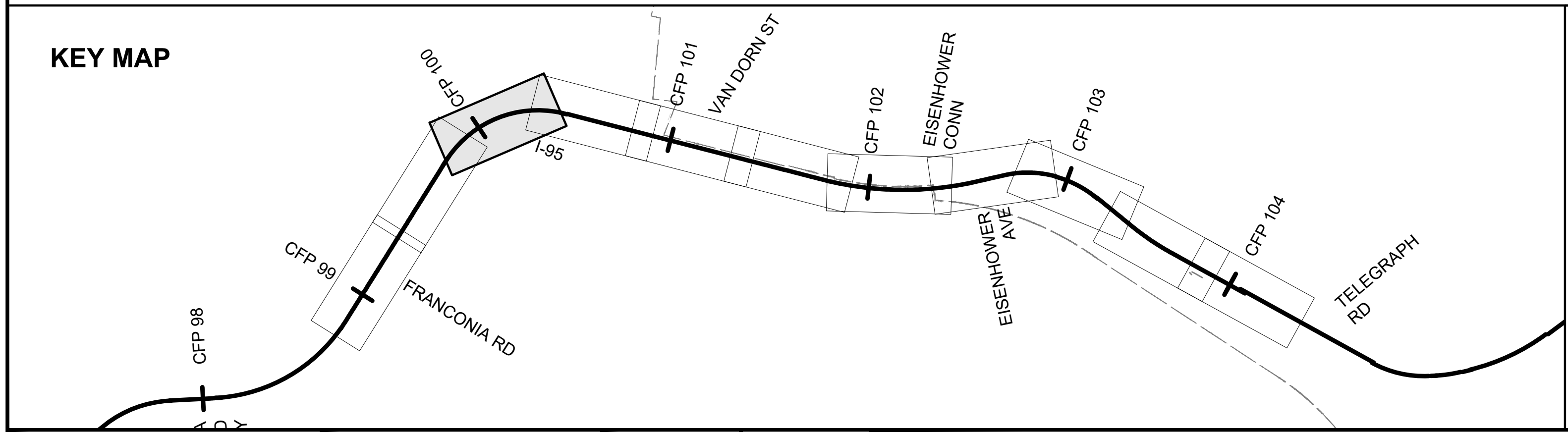


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Alexandria/Fairfax County

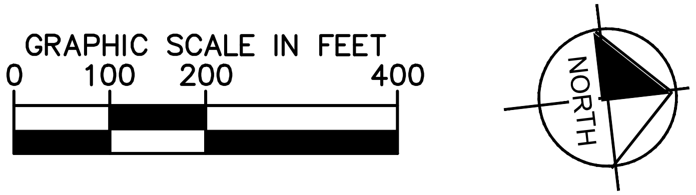
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R4 - AF TO FRANCONIA

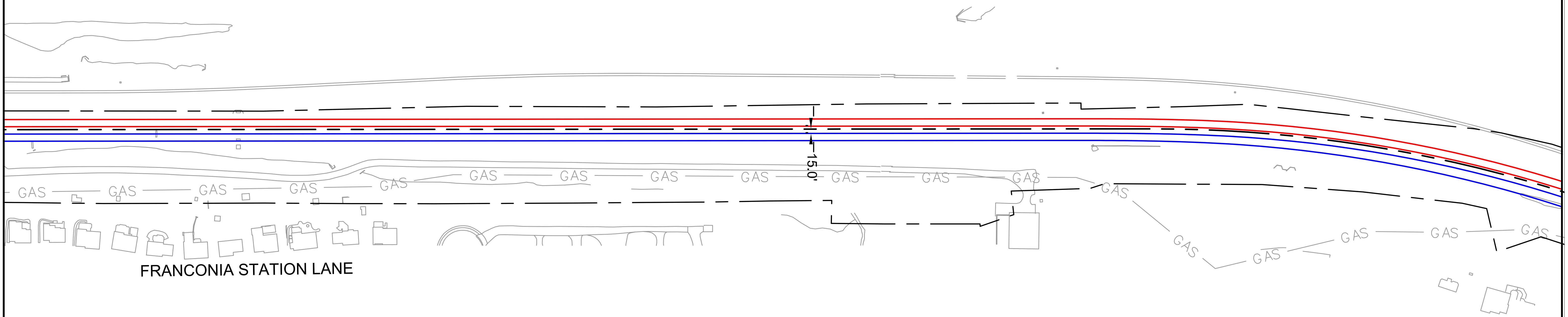
CSXT VAL MAP:V28700
DATE: 3/19/2021

SHEET
EV-026
OF
EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-XS-Ownership.dwg By: Sydney.Gravitt

Exhibit B





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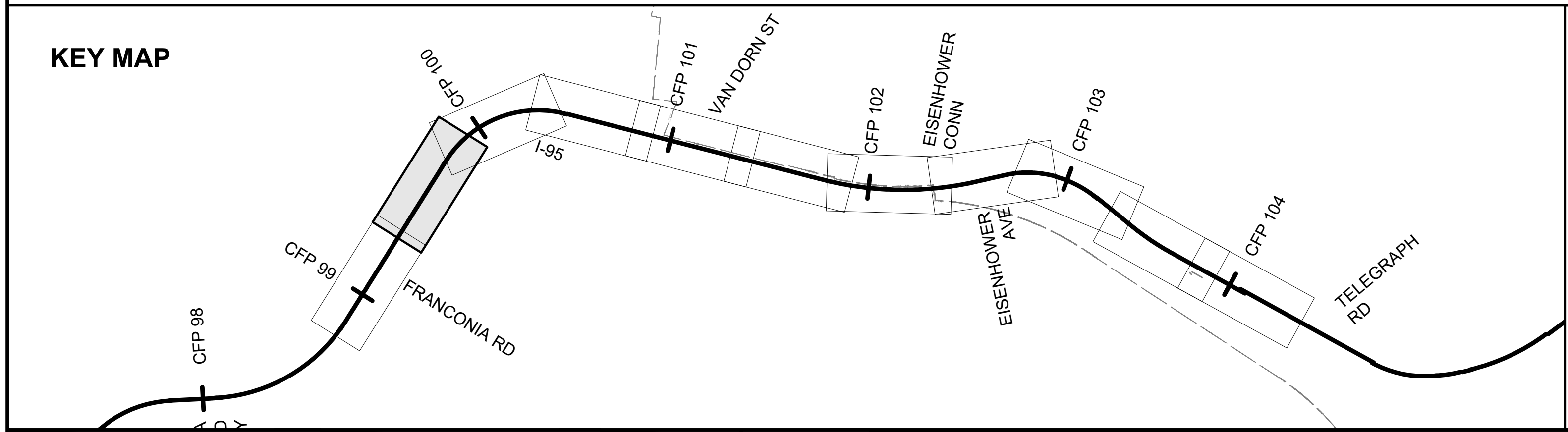


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

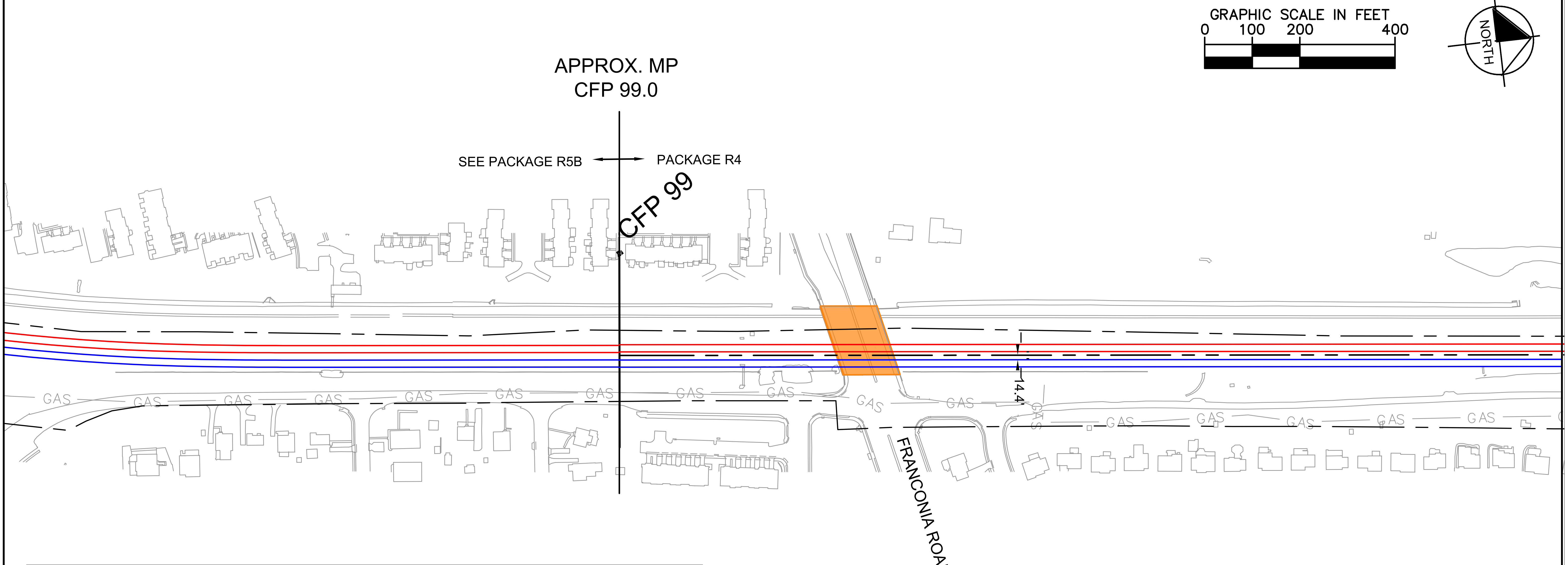
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28699
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-027
OF
EV-283

Mar, 19 2021 07:38 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R4_AF Interlocking to Franconia\CAD\Sheets\R4-xS-Ownership.dwg By: Sydney.Gravitt



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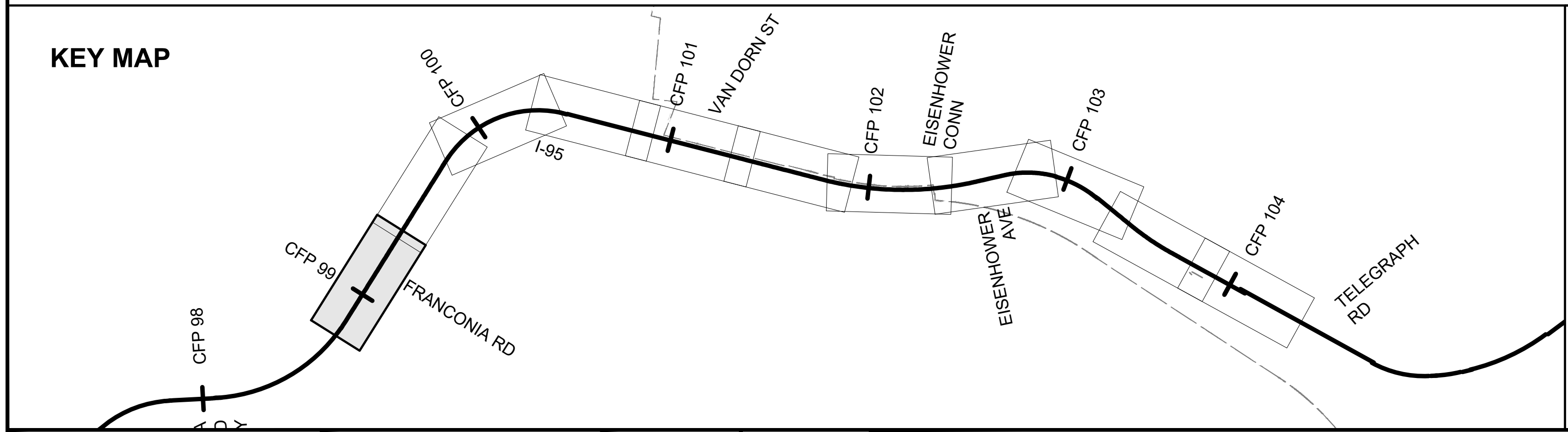

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R4 - AF TO FRANCONIA

CSXT VAL MAP:V28699

DATE: 3/19/2021

SHEET
EV-028
OF
EV-283

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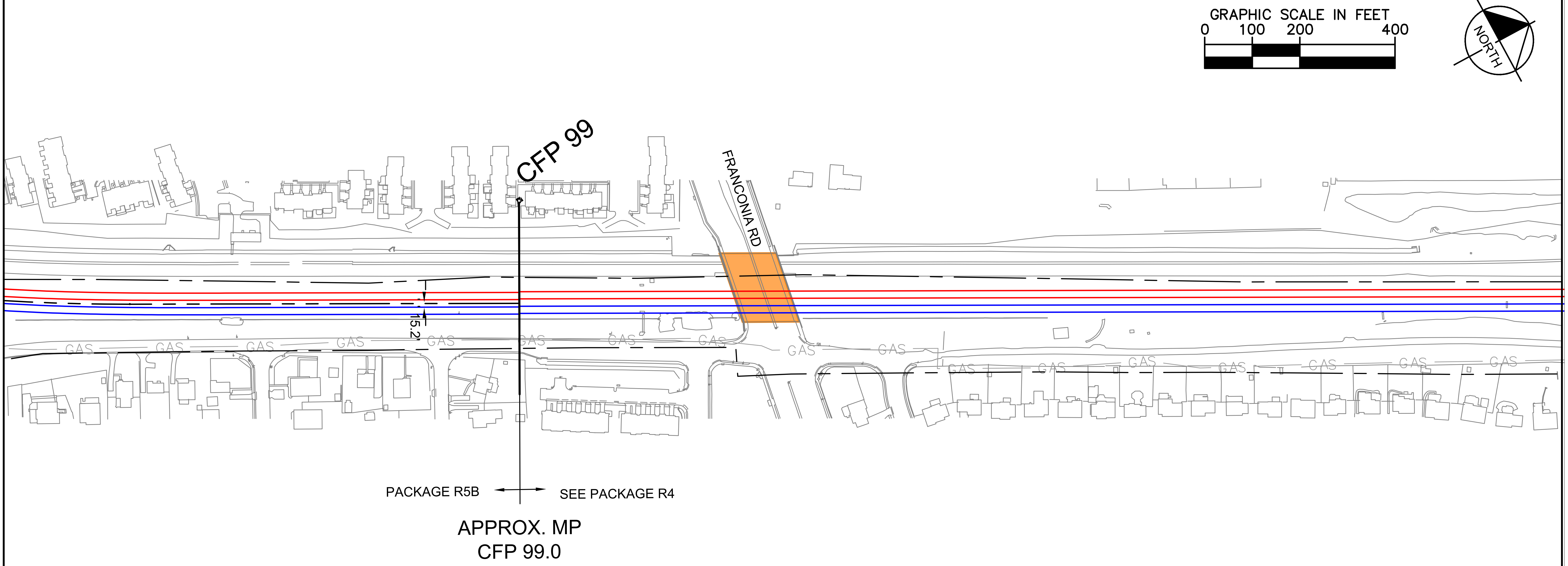
Exhibit B



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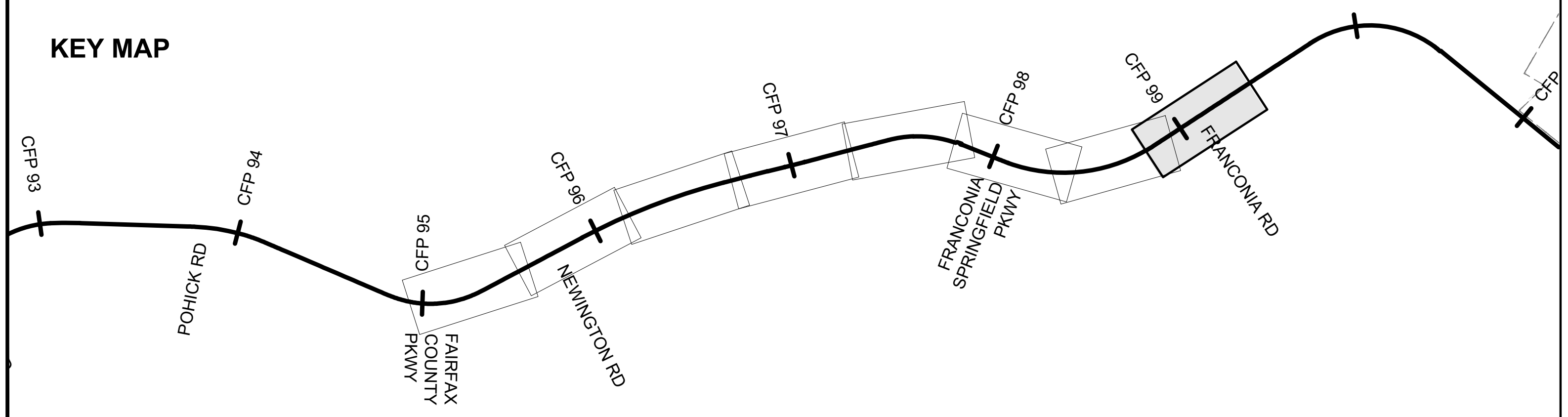

———	DRPT TRACK	🟥	DRPT BRIDGE
———	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
———	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28699

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-029
OF
EV-283

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FD 36544

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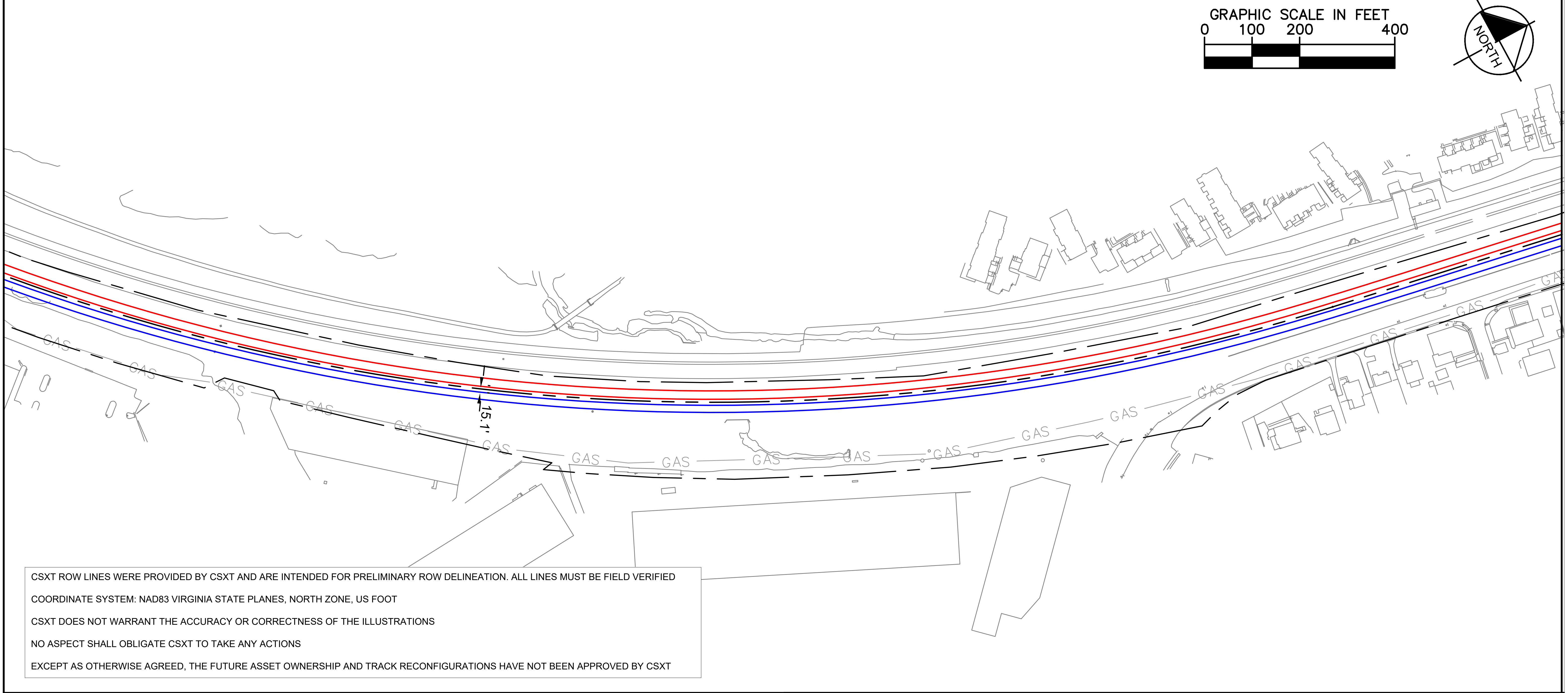
Exhibit B



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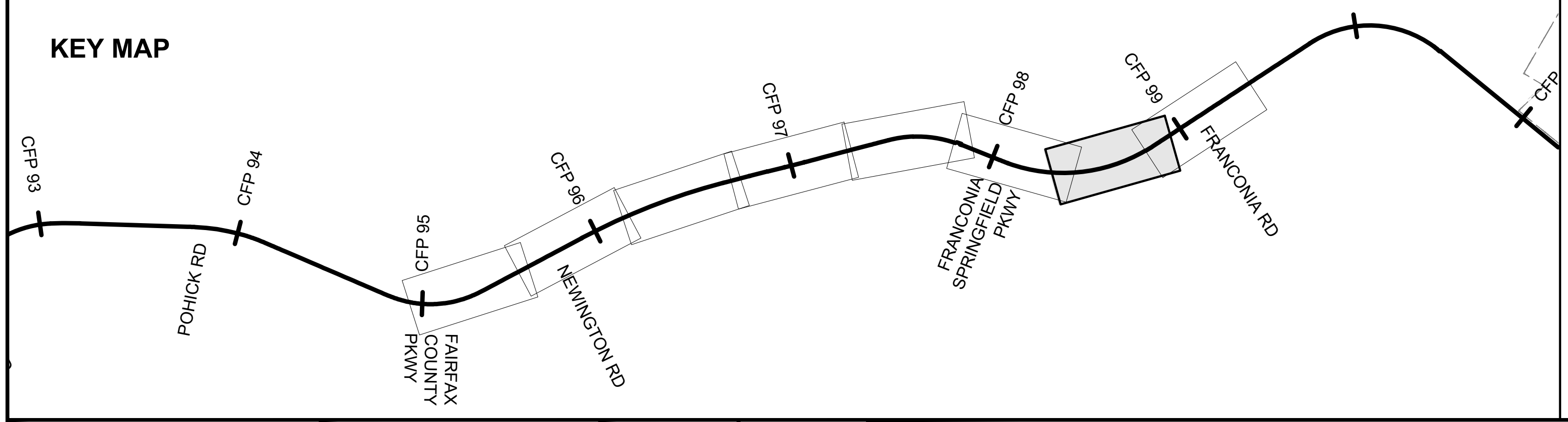

- DRPT TRACK
- CSXT TRACK
- CSXT-DRPT DELINEATION
- CSXT ROW
- JURISDICTION LINE (FROM GIS)
- RETAINING WALL
- DRPT BRIDGE
- CSXT BRIDGE
- STATION PLATFORM
- VDOT BRIDGE
- POTENTIAL ROW IMPACT

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28699
DATE: 3/19/2021

SHEET
EV-030
OF
EV-283

Mar. 19 2021 07:41 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_JG-Ownership.dwg By: SydneyGravitt

FD 36544

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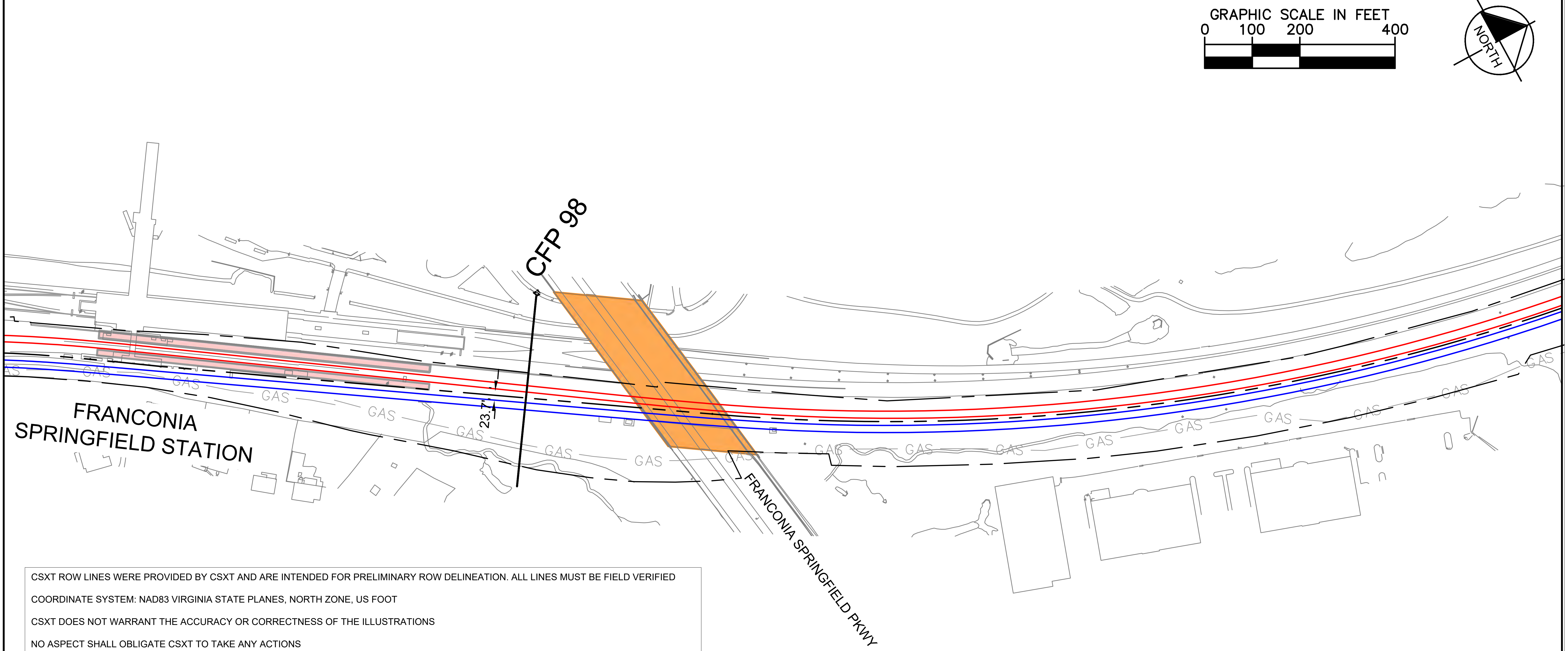
Exhibit B



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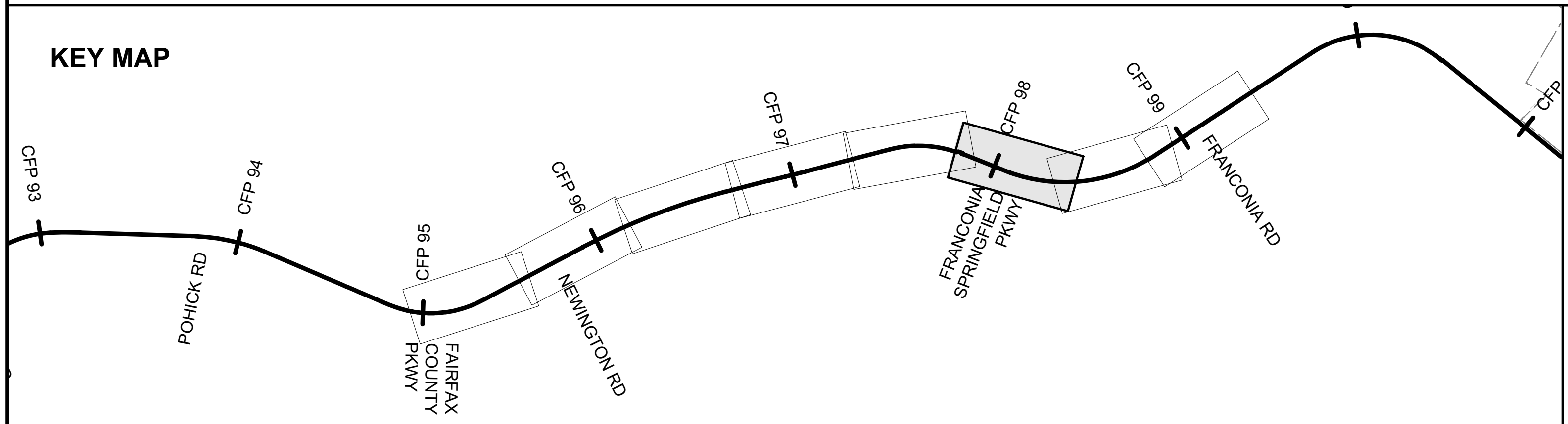


━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

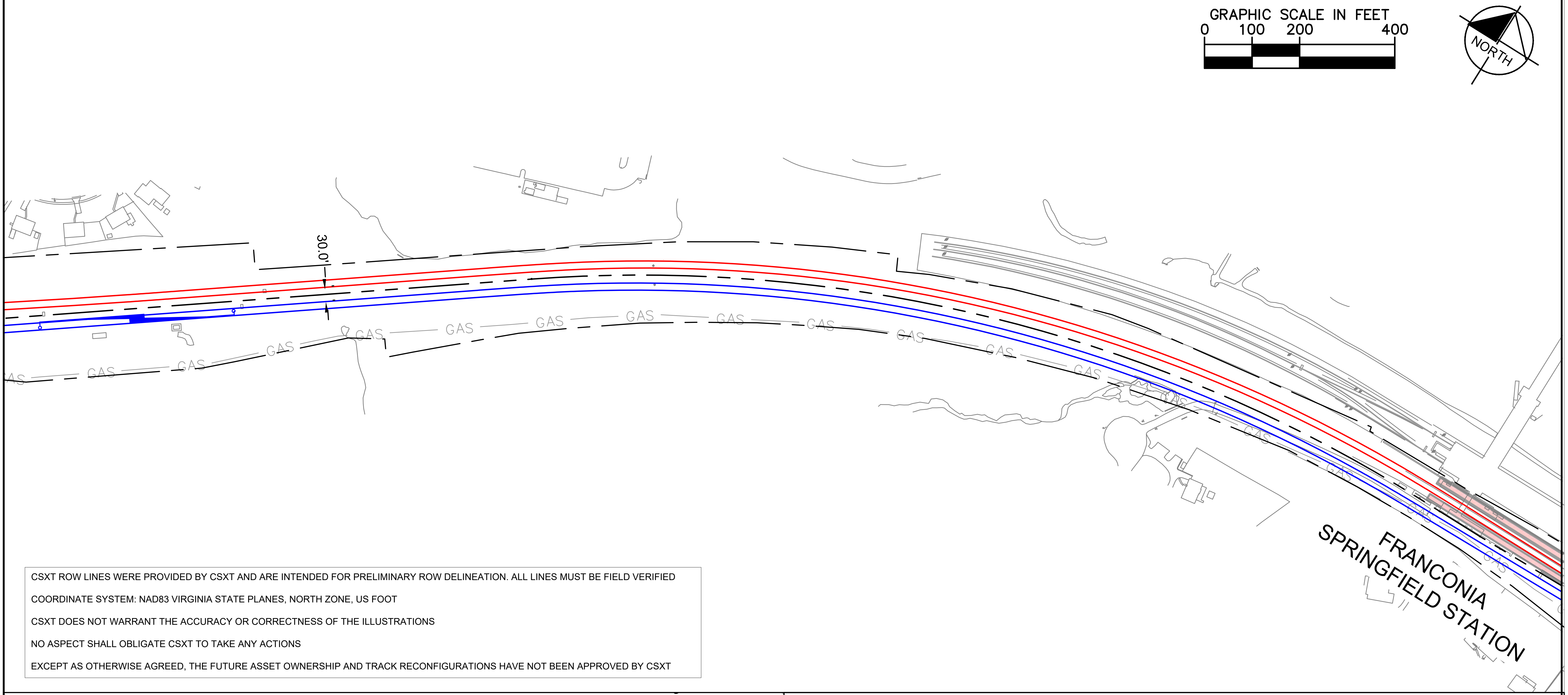
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28699
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-031
OF
EV-283

Mar, 19 2021 07:41 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_xS-Ownership.dwg By: SydneyGravitt



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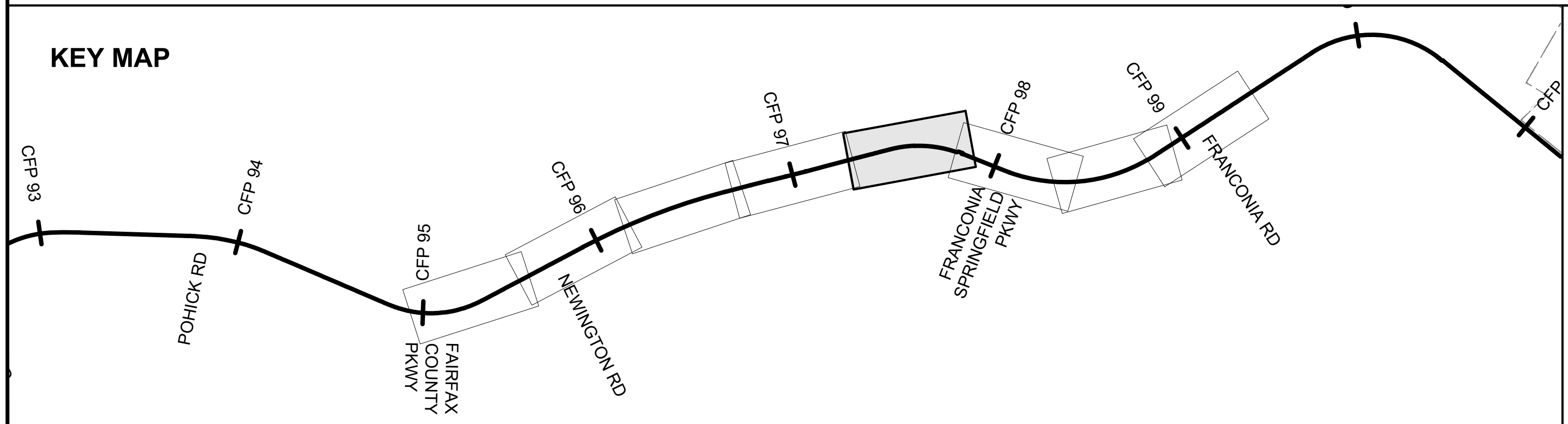

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28698
DATE: 3/19/2021

SHEET
EV-032
OF
EV-283

Mar, 19 2021 07:41 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R5B_Franc Bypass\CAD\Sheets\R5B_XS-Ownership.dwg By: Sydney.Gravitt

FD 36544

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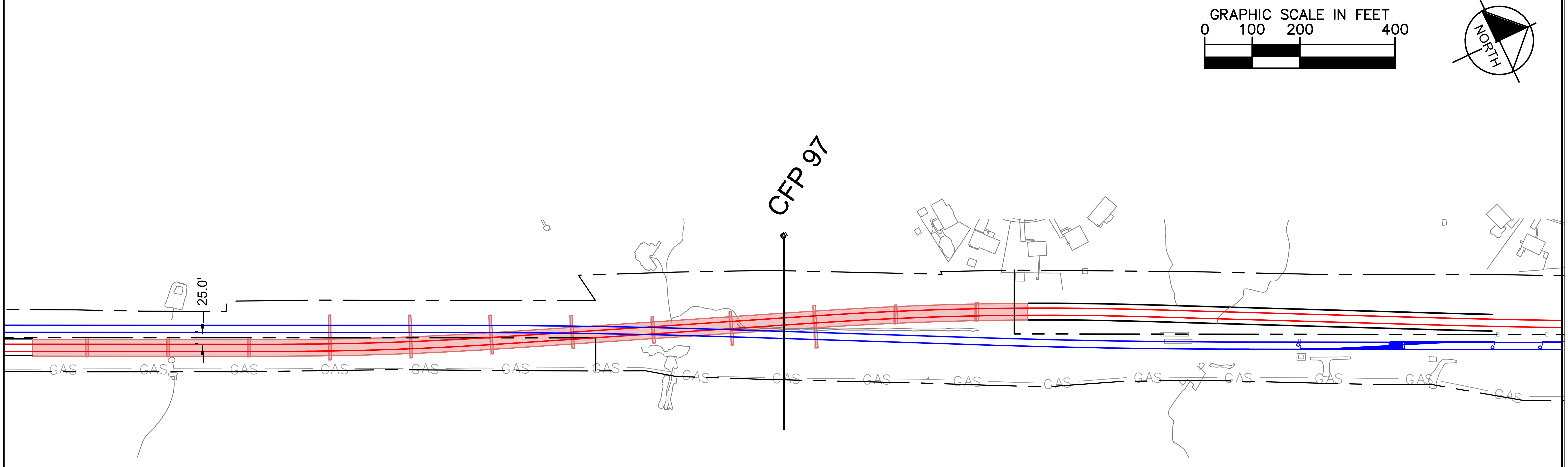
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

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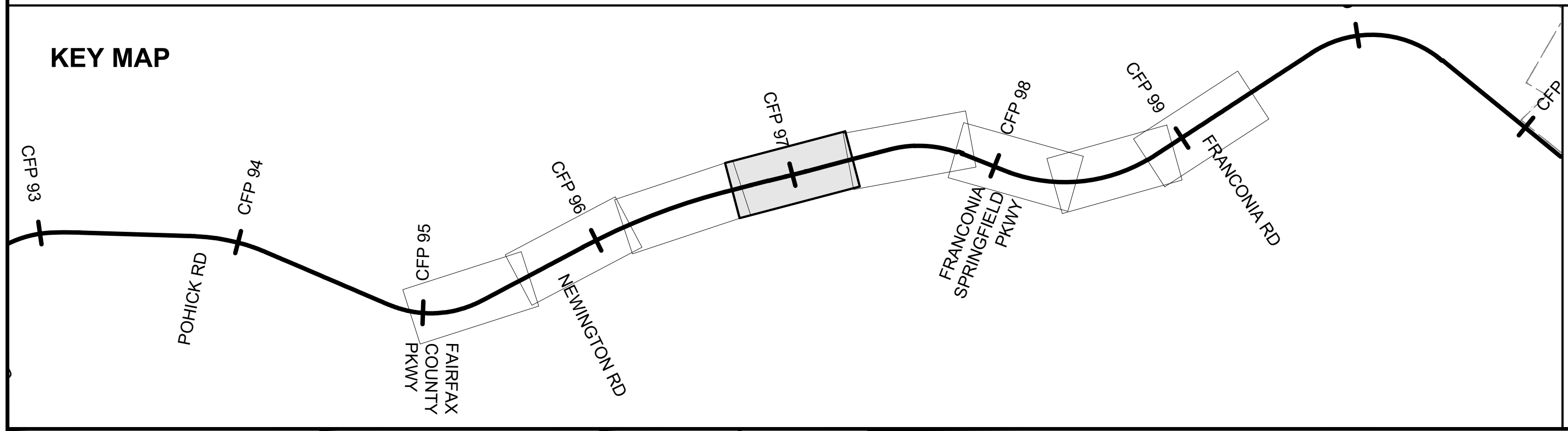
EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28698

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-033
OF
EV-283

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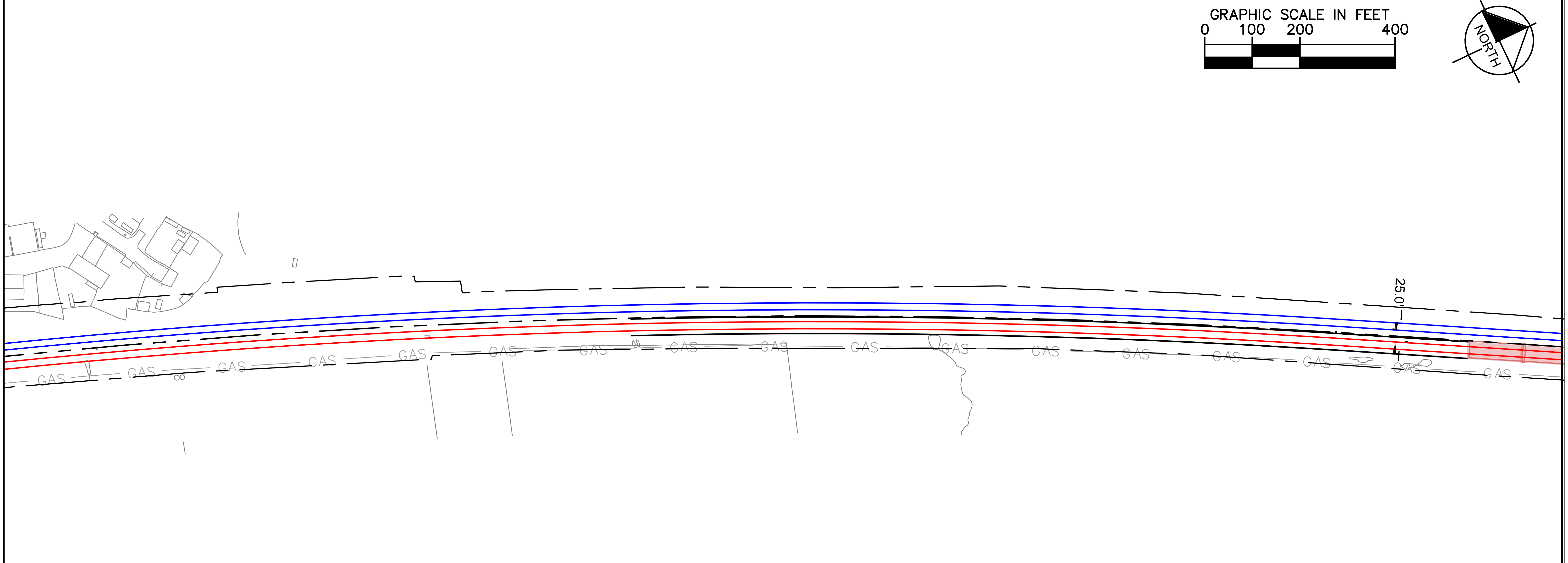

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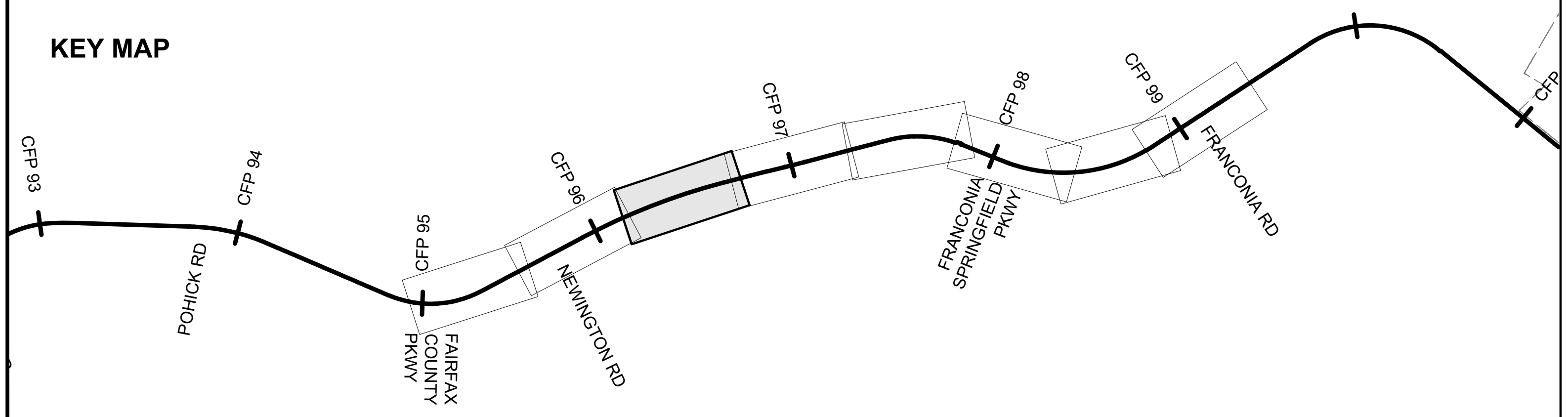

🟥 ———	DRPT TRACK	🟥	DRPT BRIDGE
🟦 ———	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—— - ——	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
———	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28698
DATE: 3/19/2021

SHEET
EV-034
OF
EV-283

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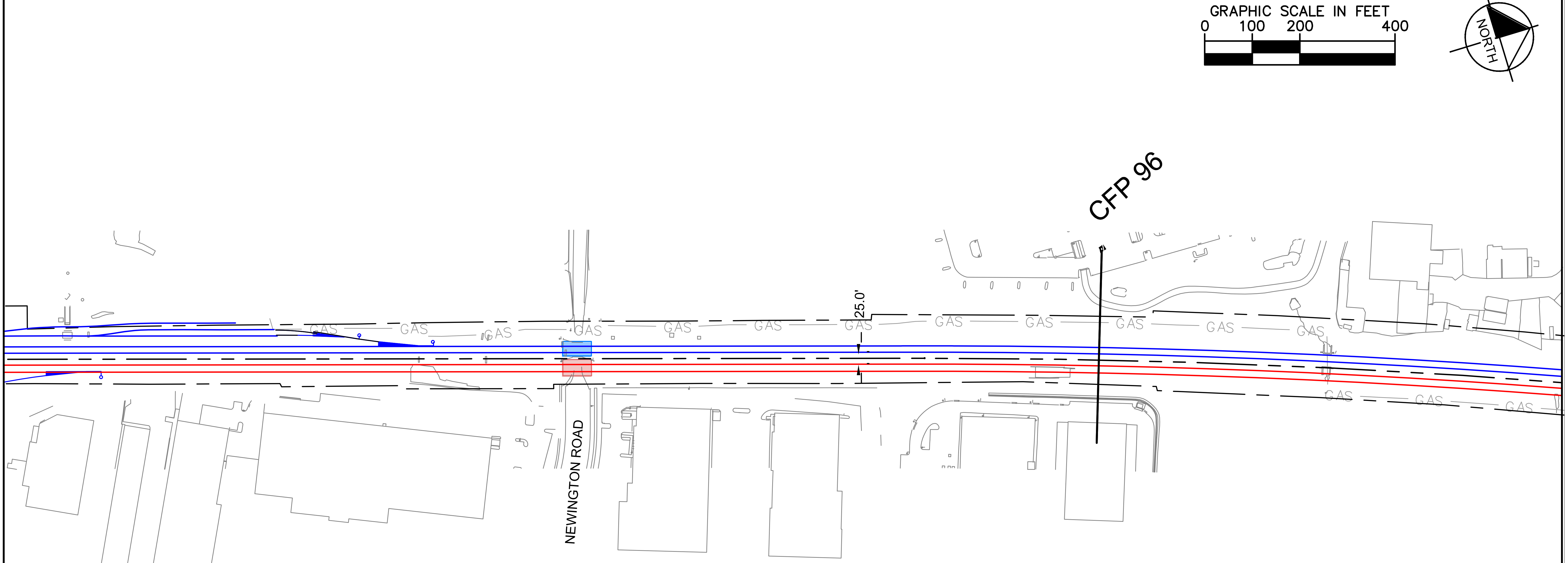

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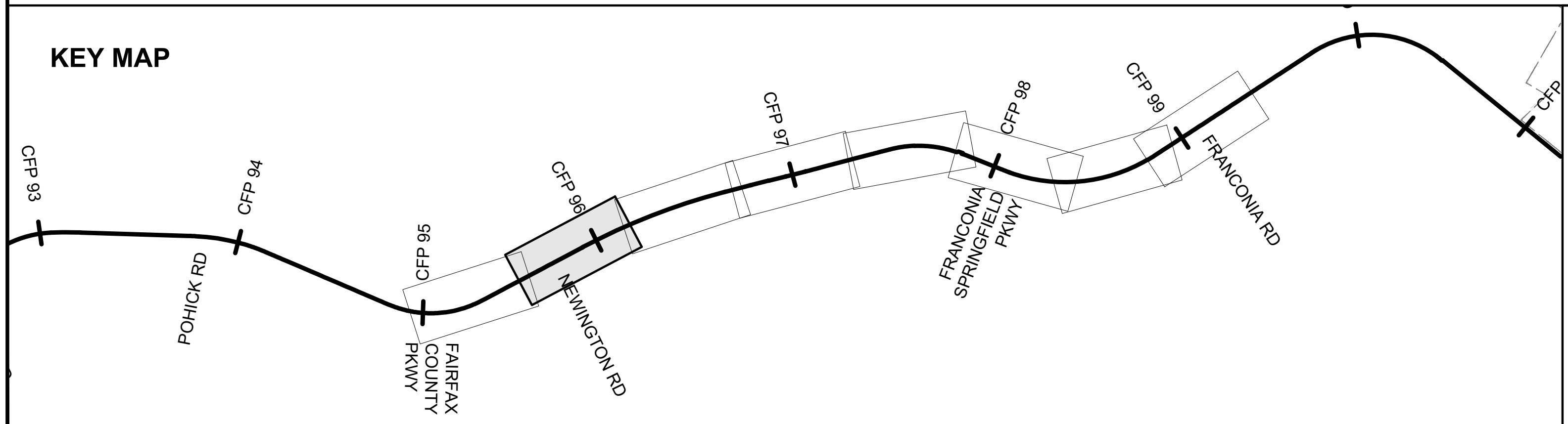

— DRPT TRACK
— CSXT TRACK
— - - — CSXT-DRPT DELINEATION
— - — CSXT ROW
▬ ▬ ▬ ▬ JURISDICTION LINE (FROM GIS)
— RETAINING WALL

🟥 DRPT BRIDGE
🟦 CSXT BRIDGE
🟥 STATION PLATFORM
🟧 VDOT BRIDGE
🟩 POTENTIAL ROW IMPACT

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28697
DATE: 3/19/2021

SHEET
EV-035
OF
EV-283

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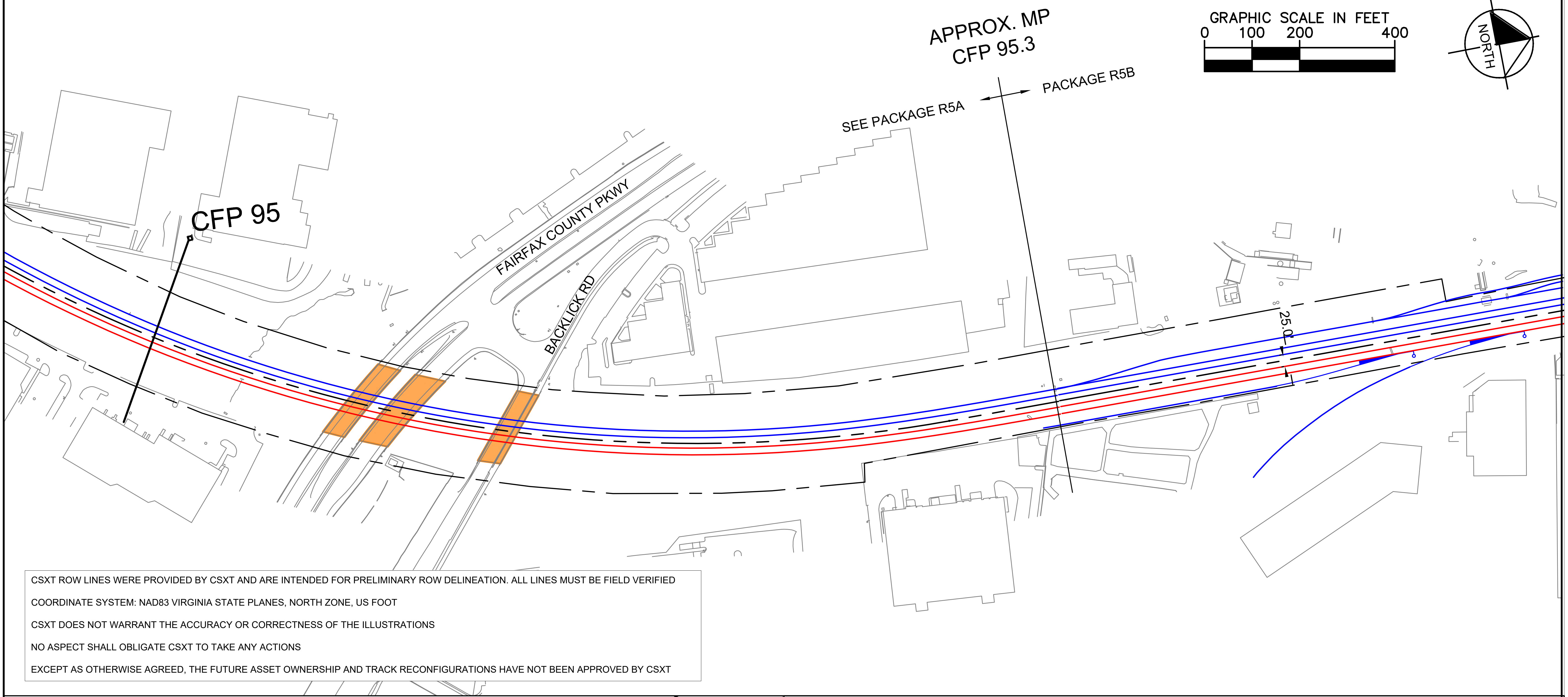

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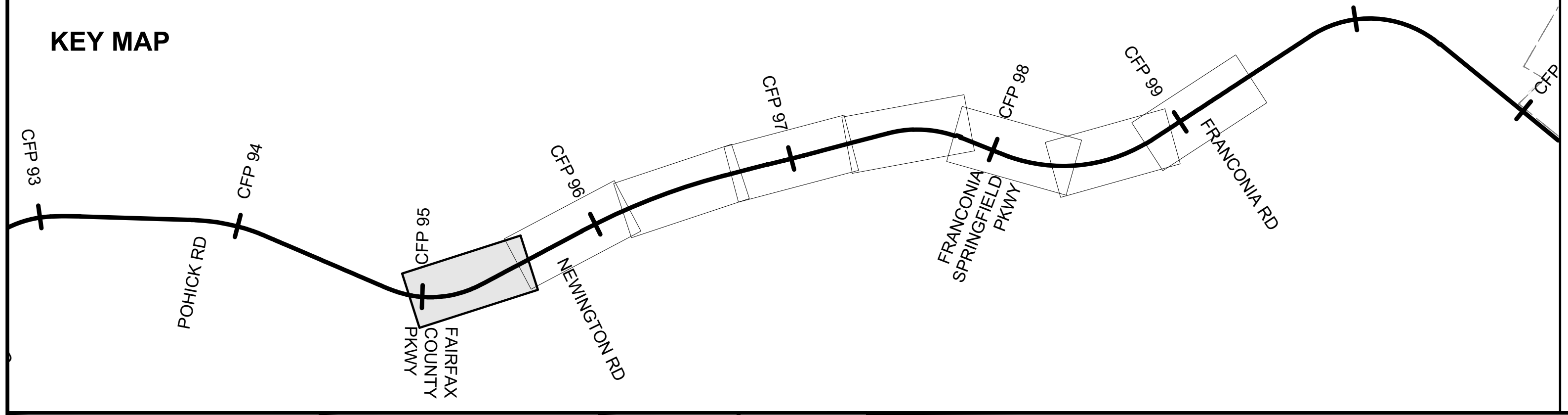

—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5B - FRANCONIA-SPRINGFIELD BYPASS

CSXT VAL MAP:V28697
DATE: 3/19/2021

SHEET
EV-036
OF
EV-283

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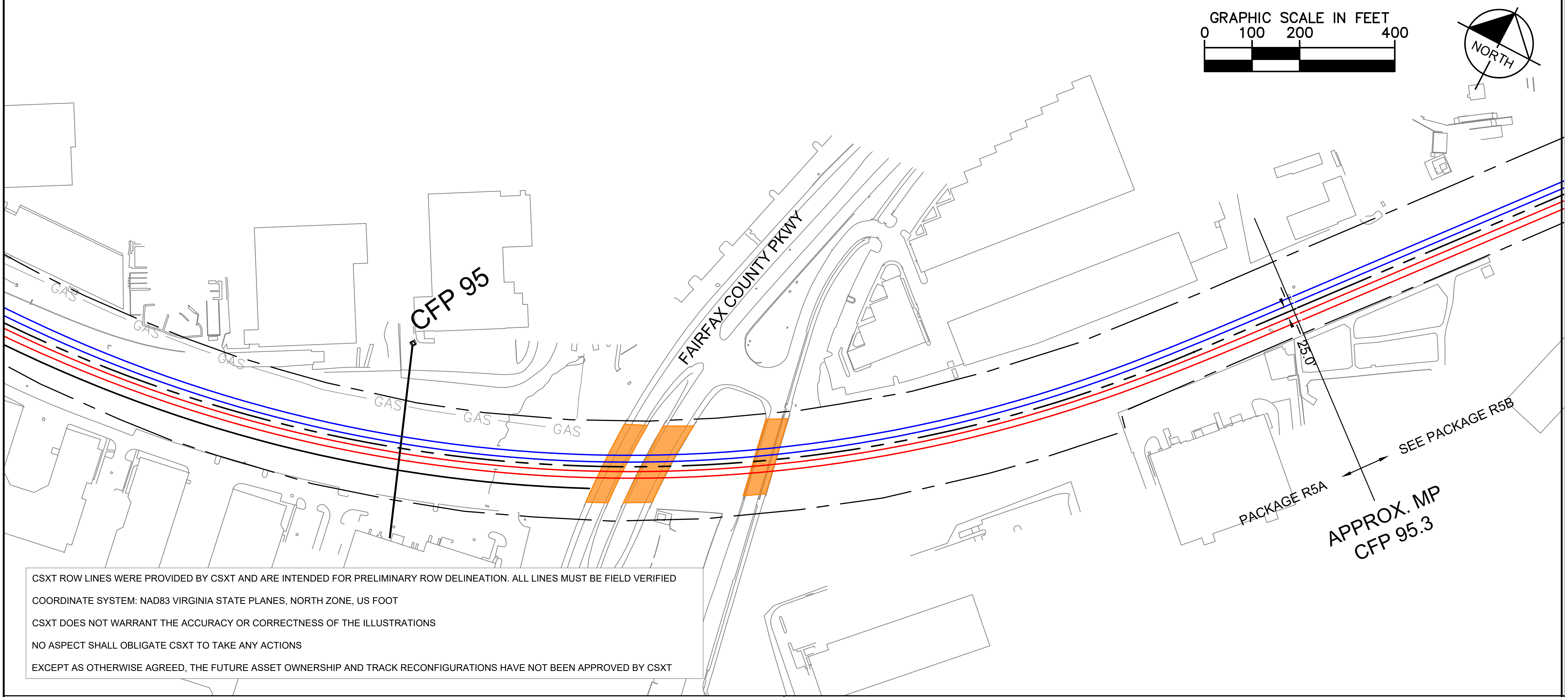

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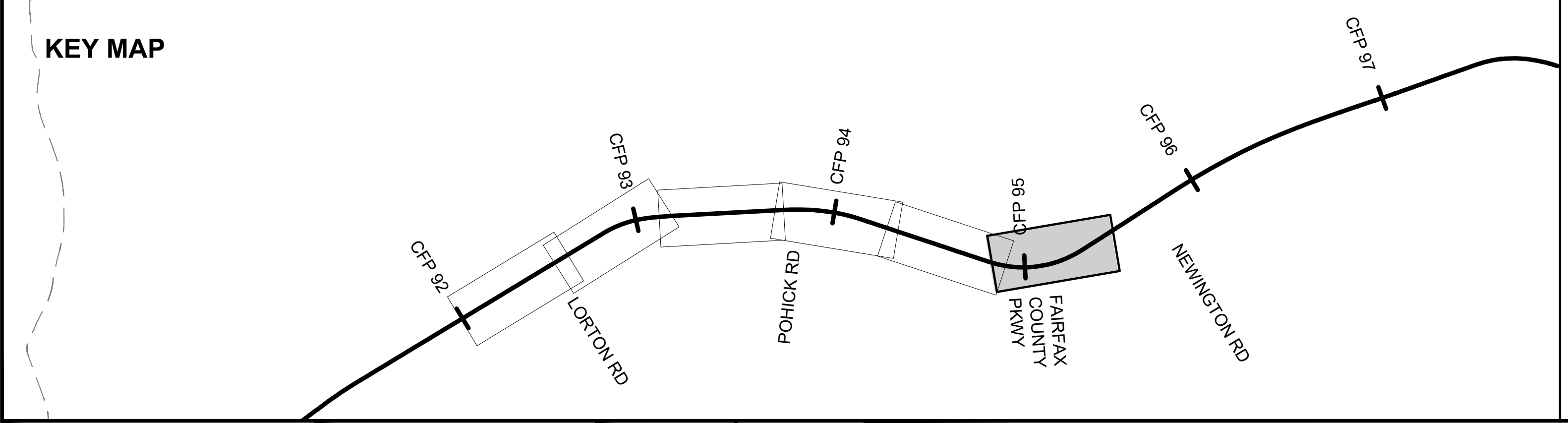

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28697

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-037
OF
EV-283

Mar. 19 2021 07:44 am K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\MP\Task 10 - Technical Assistance_R5A_F-L 3rd Track\CAD\Sheets\R5A_s6-Ownership-Layout.dwg By: Sydney.Gravitt

FD 36544

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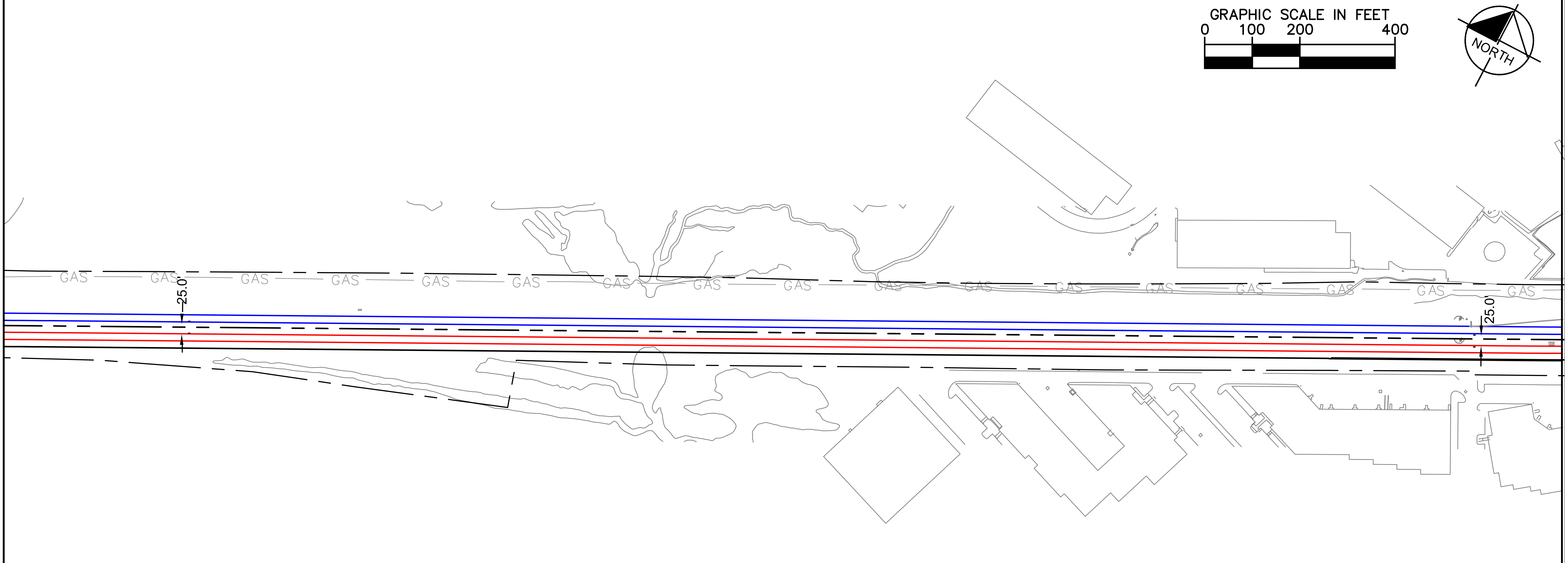
Exhibit B



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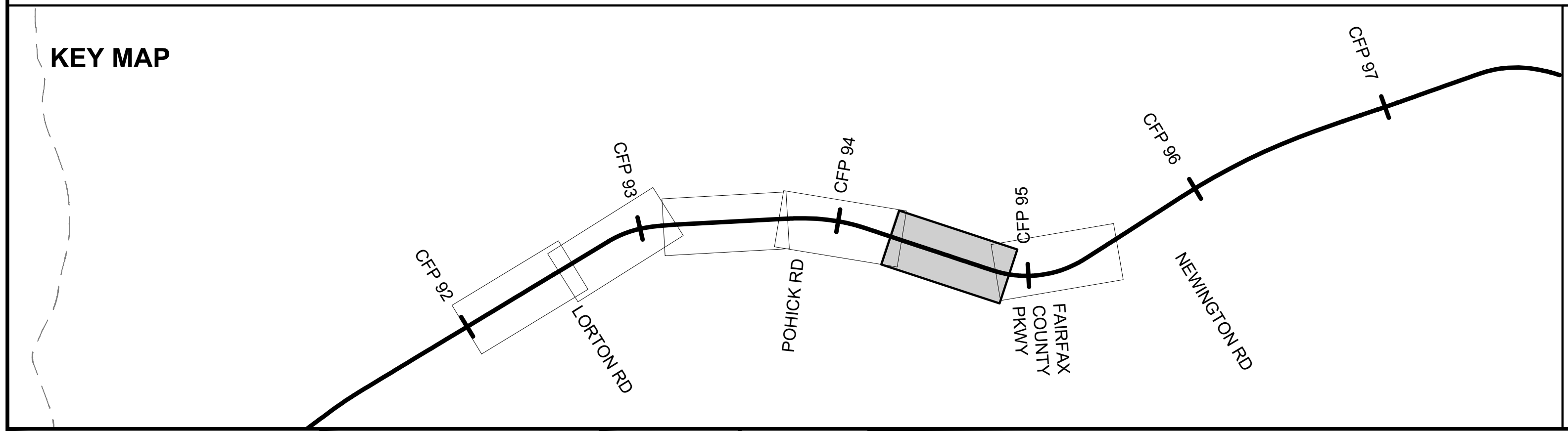

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28697

DATE: 3/19/2021

SHEET
EV-038
OF
EV-283

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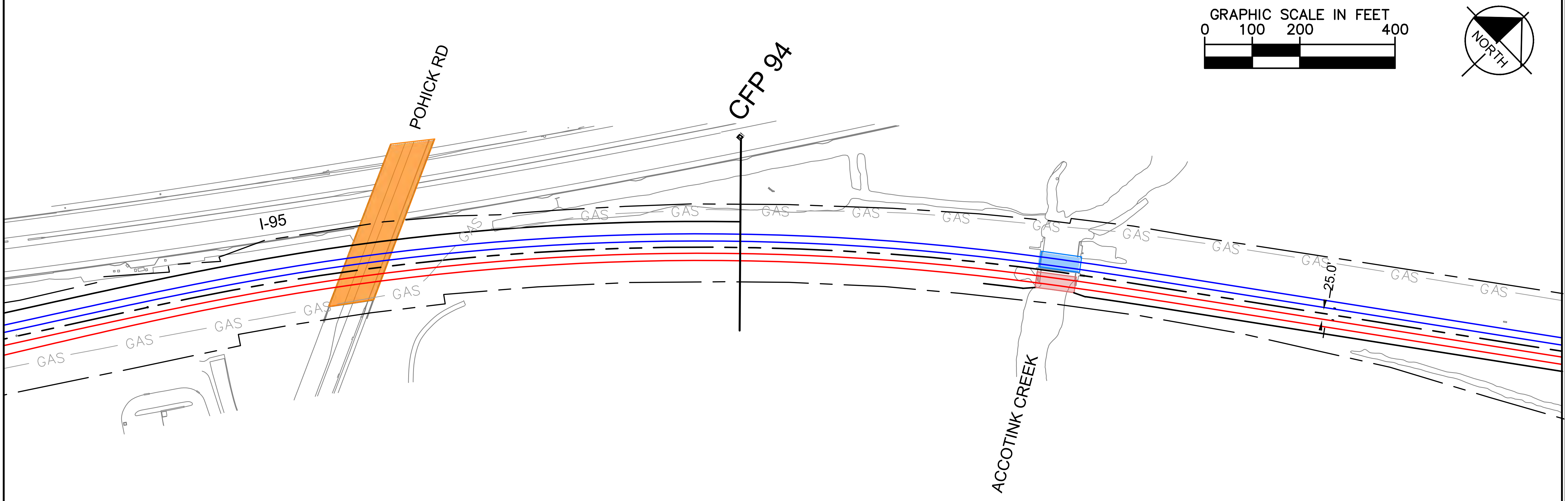
Exhibit B



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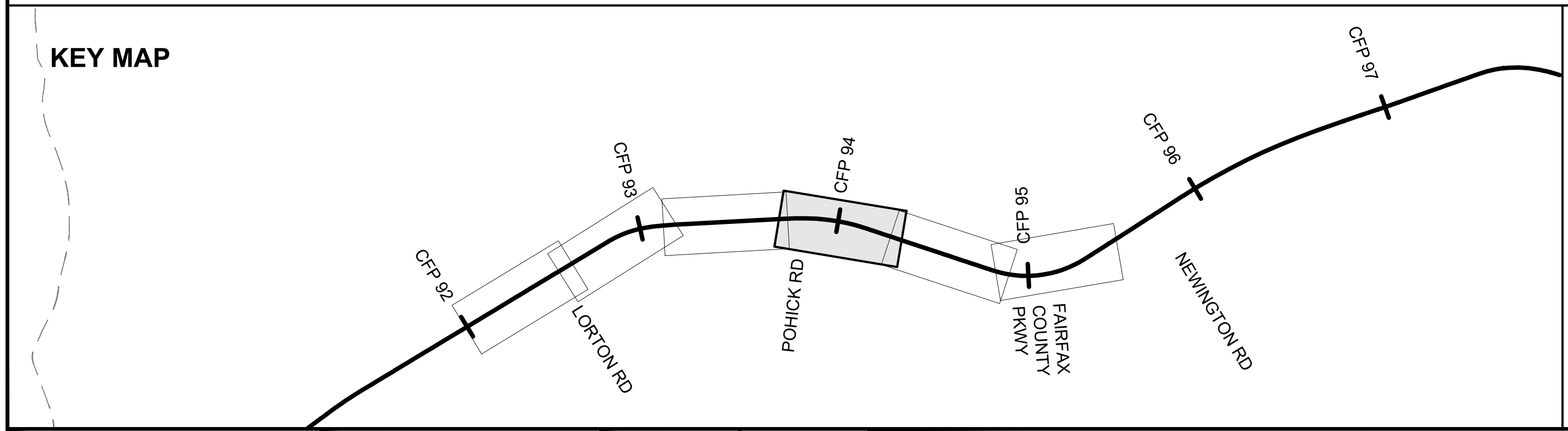

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-039
OF
EV-283

Mar, 19 2021 07:44 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R5A_F-L 3rd Track\CAD\Sheets\R5A_XS-Ownership-Layout.dwg By: Sydney.Gravitt

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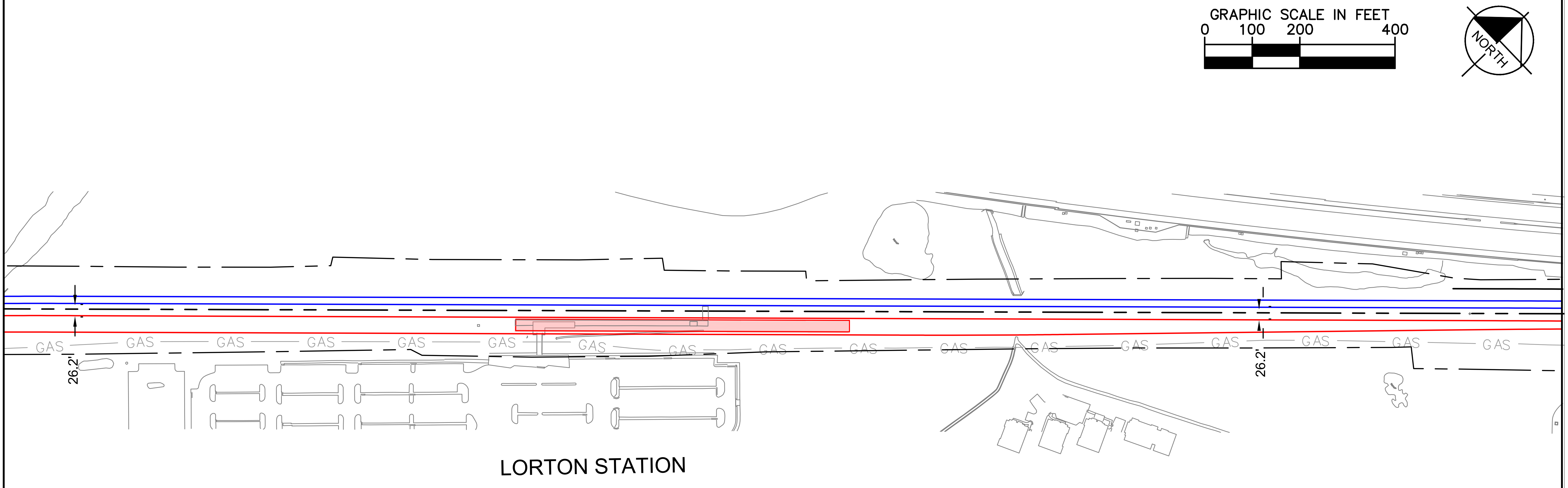
Exhibit B



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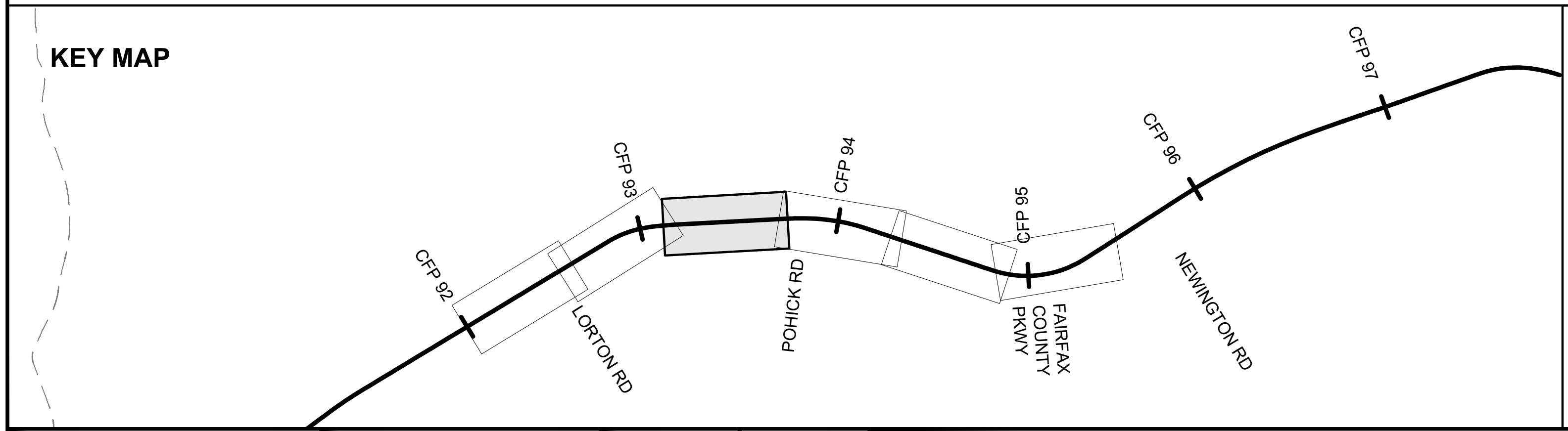

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696

DATE: 3/19/2021

SHEET
EV-040
OF
EV-283

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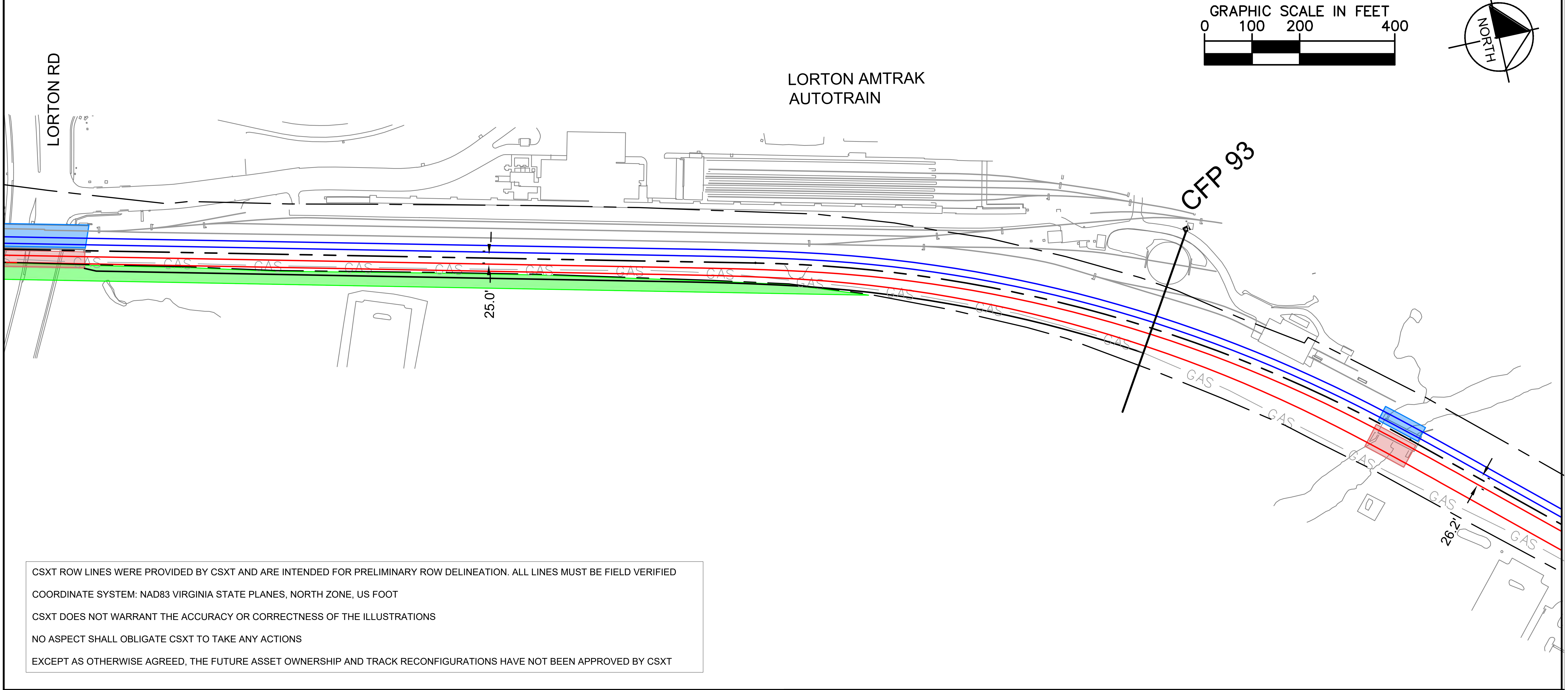

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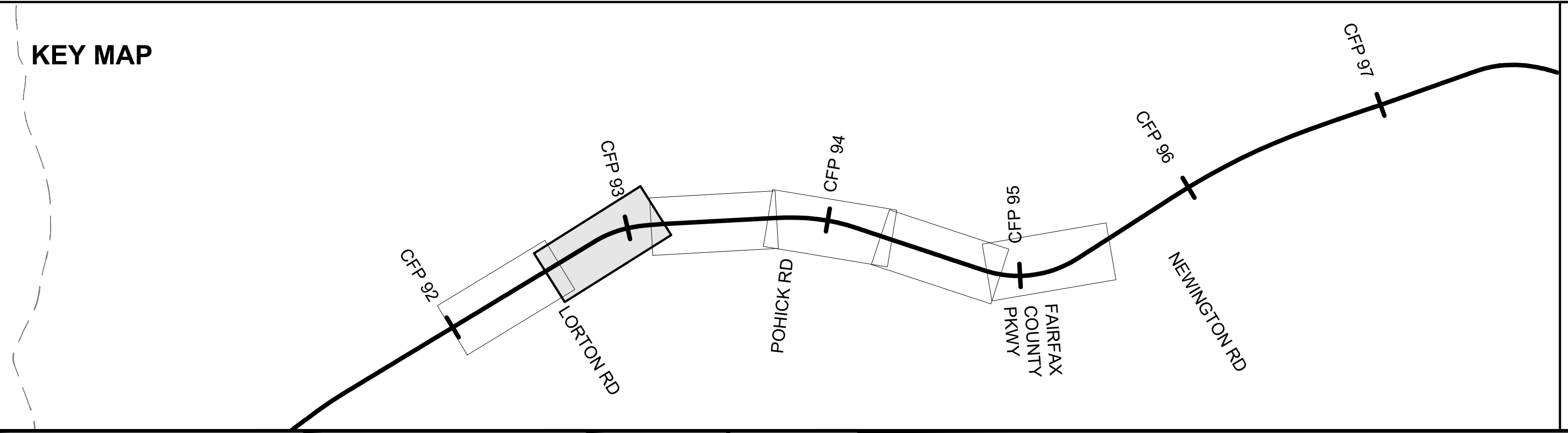

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-041
OF
EV-283

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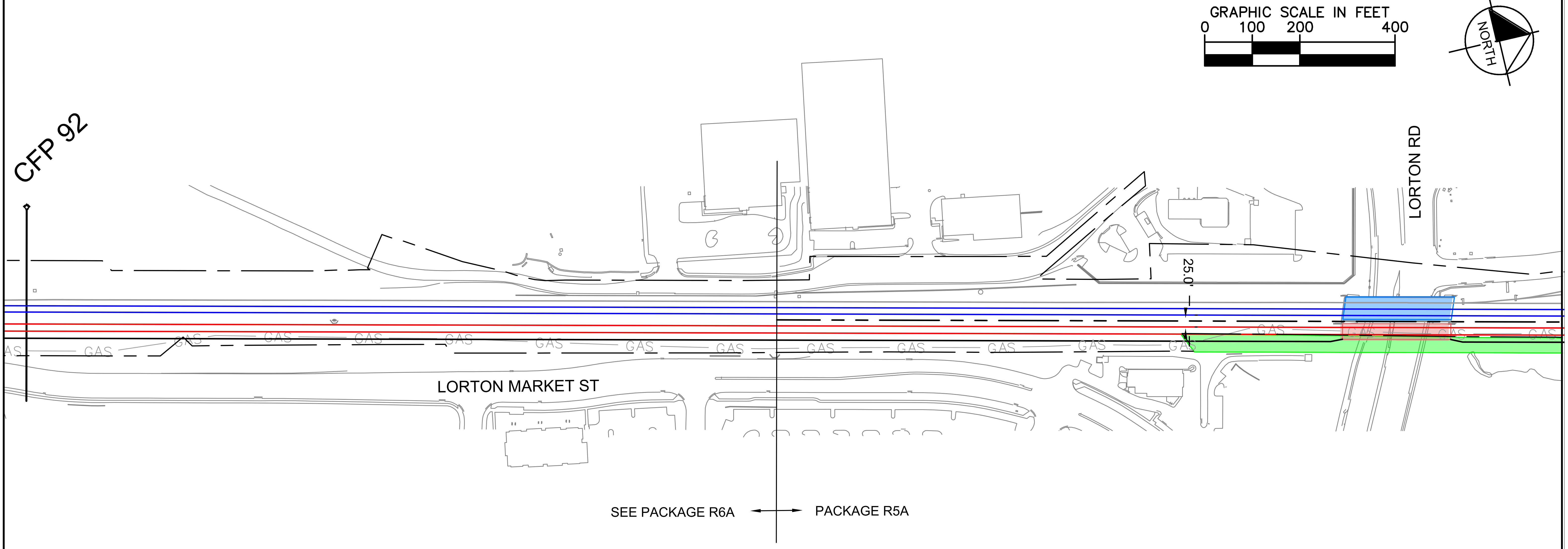

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CFP 92.3

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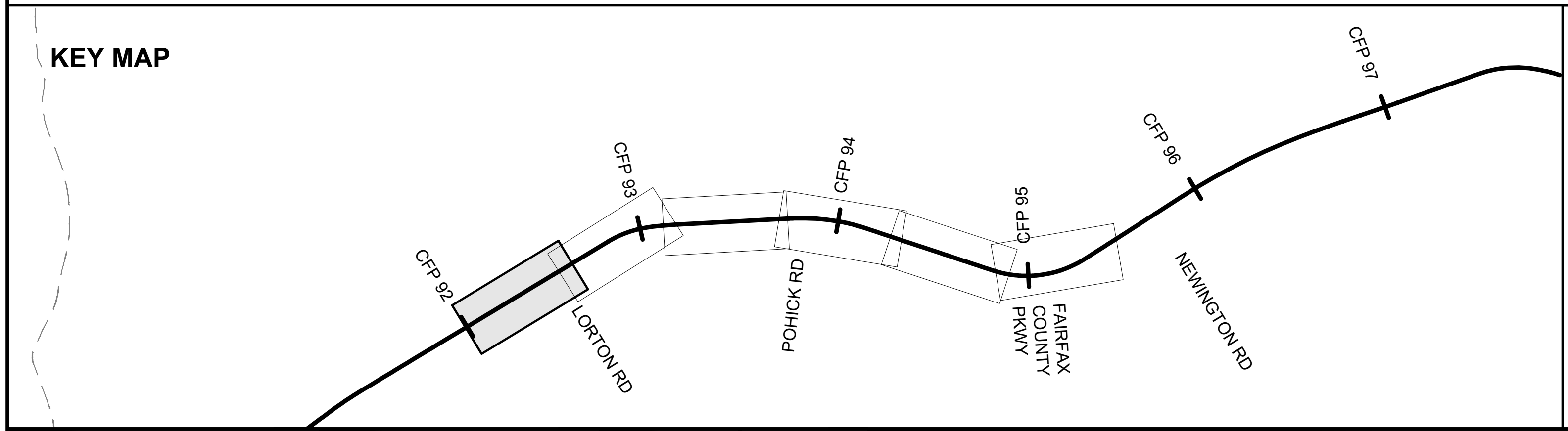

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
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R5A - FRANCONIA TO LORTON THIRD TRACK

CSXT VAL MAP:V28696

DATE: 3/19/2021

SHEET
EV-042
OF
EV-283

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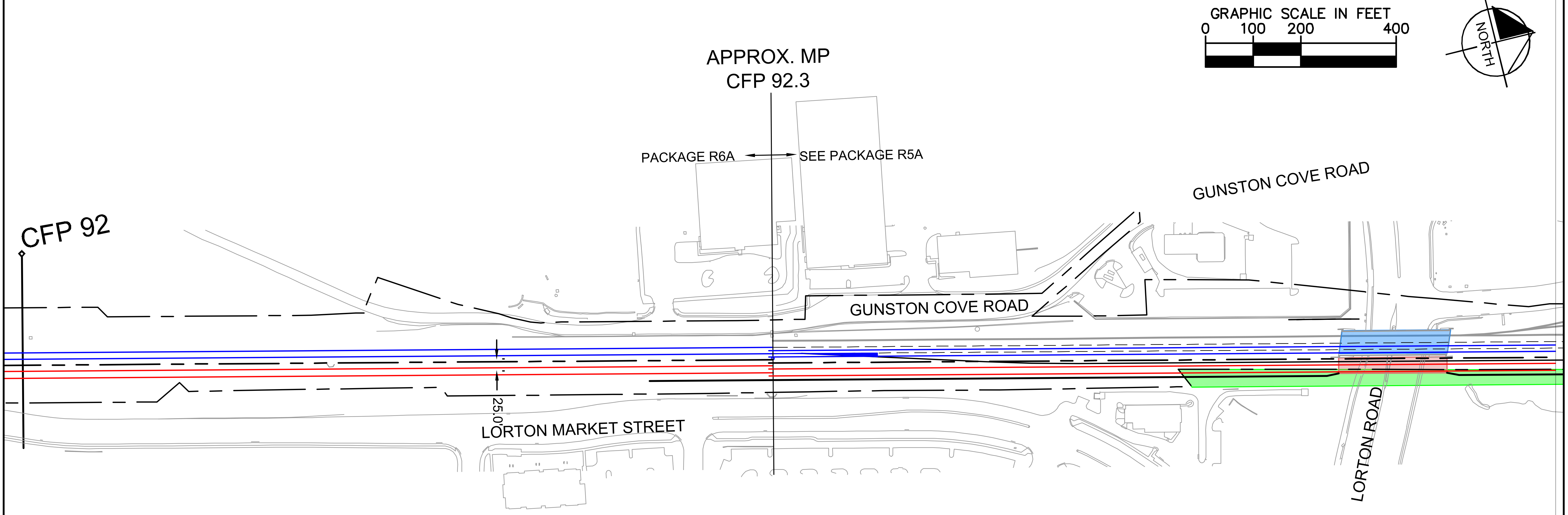

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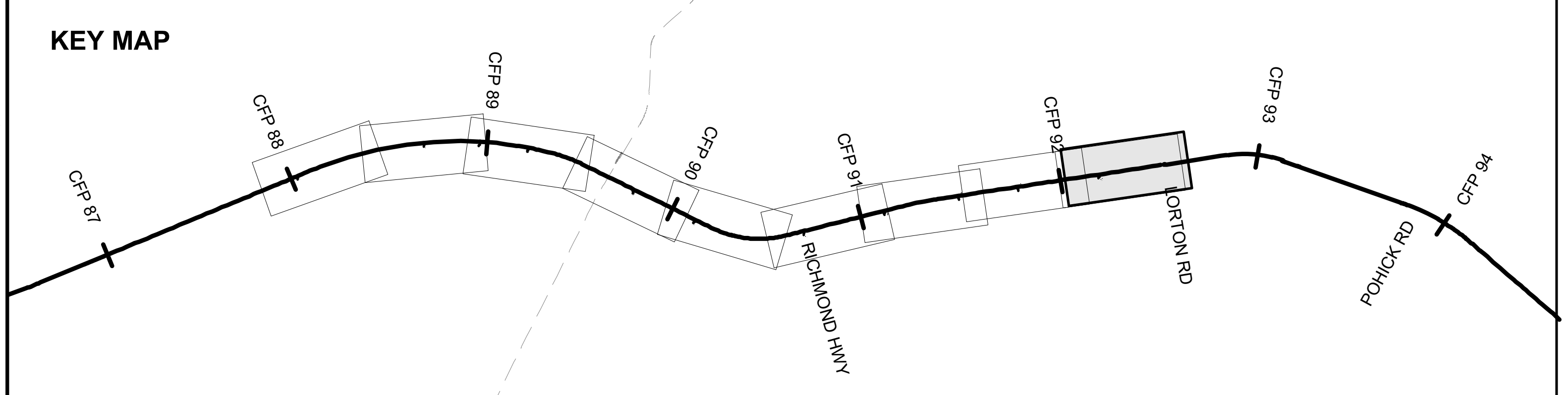

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28696
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-043
OF
EV-283

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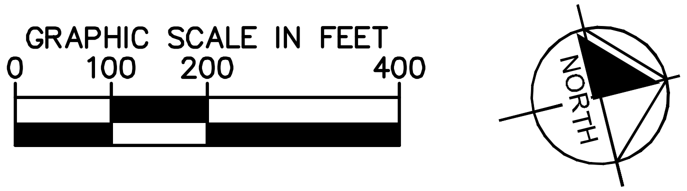
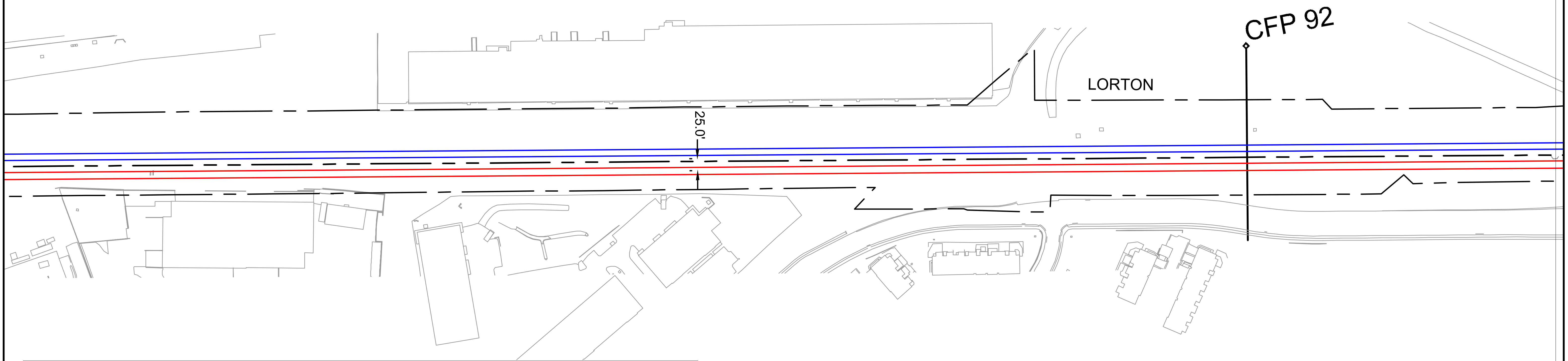
Exhibit B





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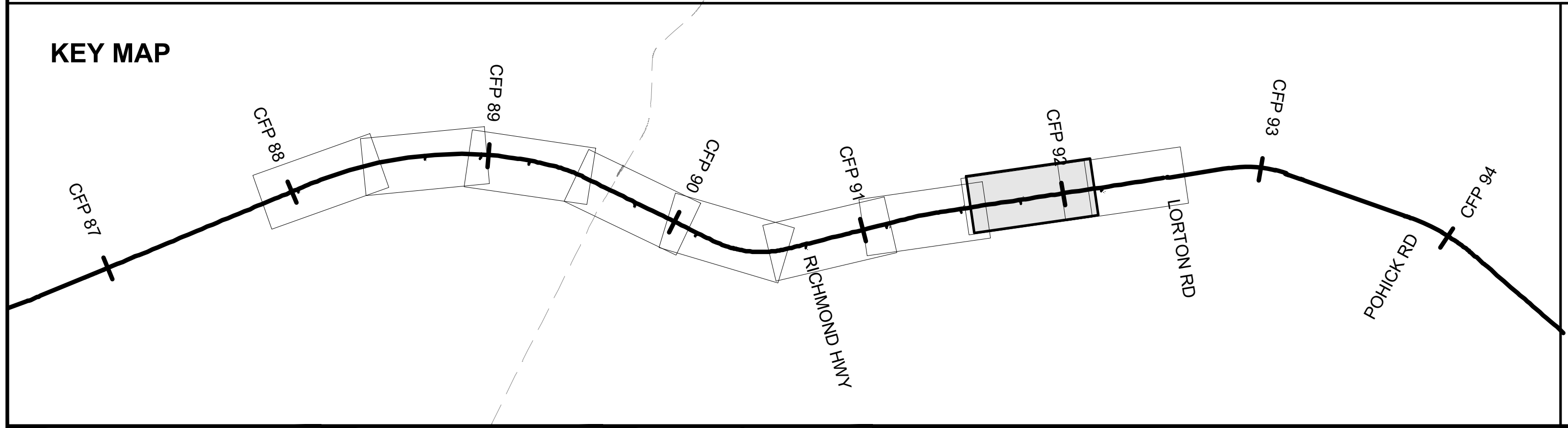
KEY MAP



🟥 (line)	DRPT TRACK	🟥	DRPT BRIDGE
🟦 (line)	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Fairfax County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695

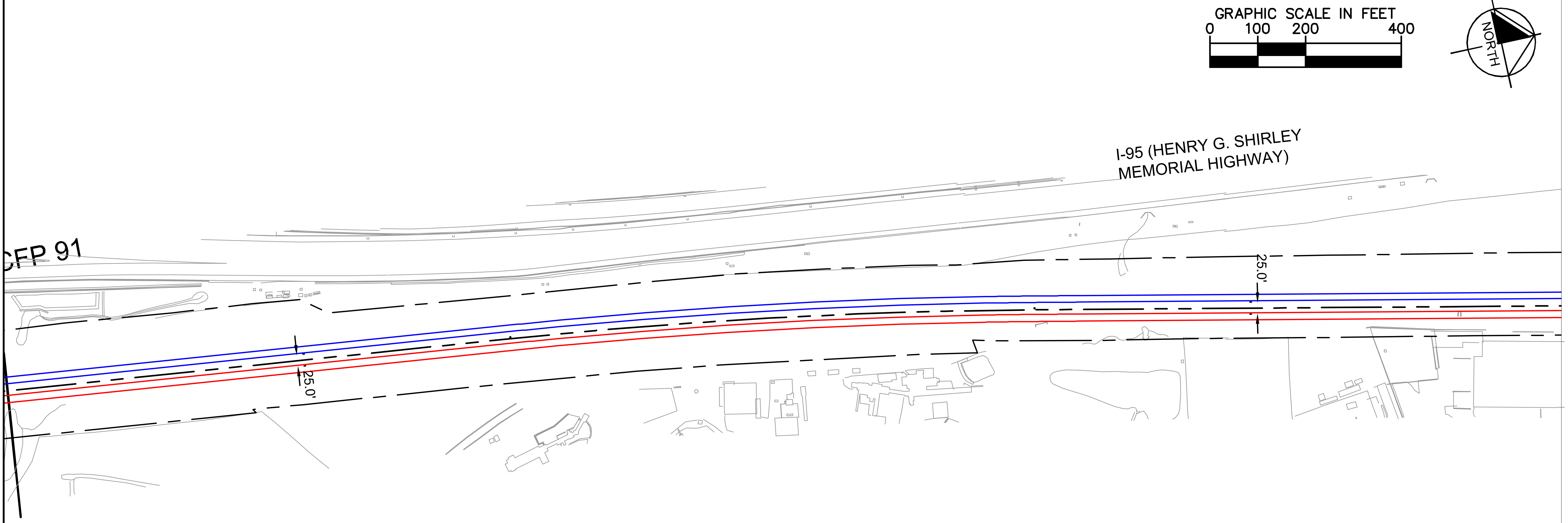
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-044
OF
EV-283

Mar. 19 2021 07:47 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AVP\Task 10 – Technical Assistance_R6A_Occoquan River 3rd Track–H\CAD\Sheets\Ownership\R6A_xS–Ownership.dwg By: Sydney.Gravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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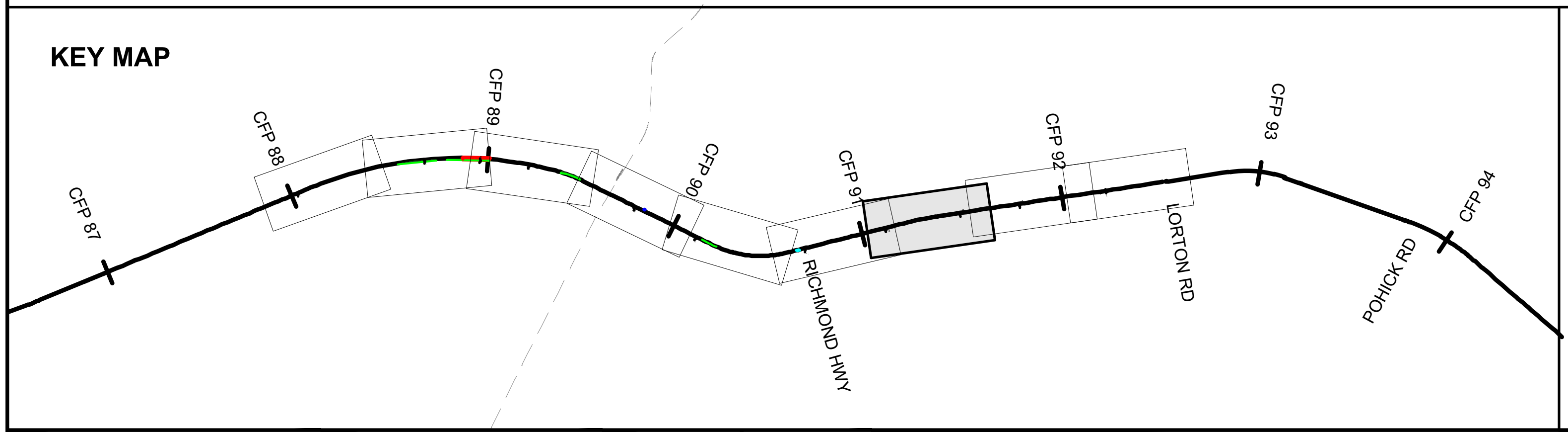

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695

DATE: 3/19/2021

SHEET
EV-045
OF
EV-283

Mar. 19 2021 07:47 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R6A_Occoquan River 3rd Track-H\CAD\Sheets\Ownership\R6A_x3-Ownership.dwg By: Sydney.Gravitt

FD 36544

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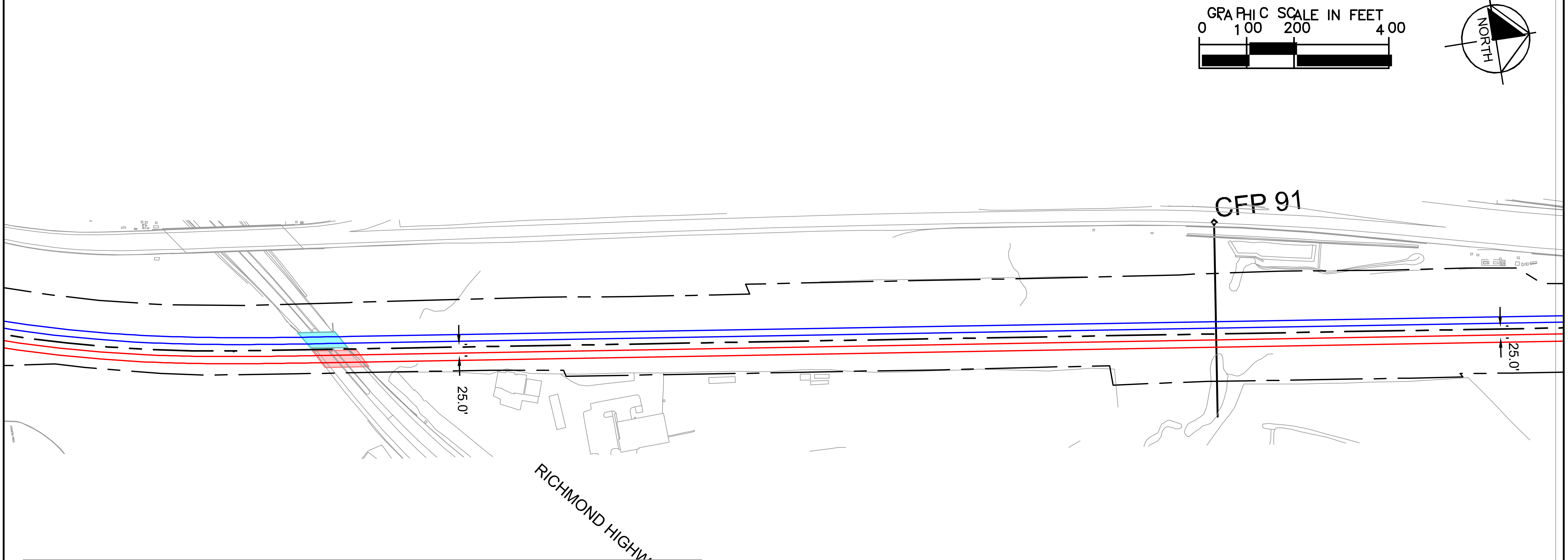
Exhibit B



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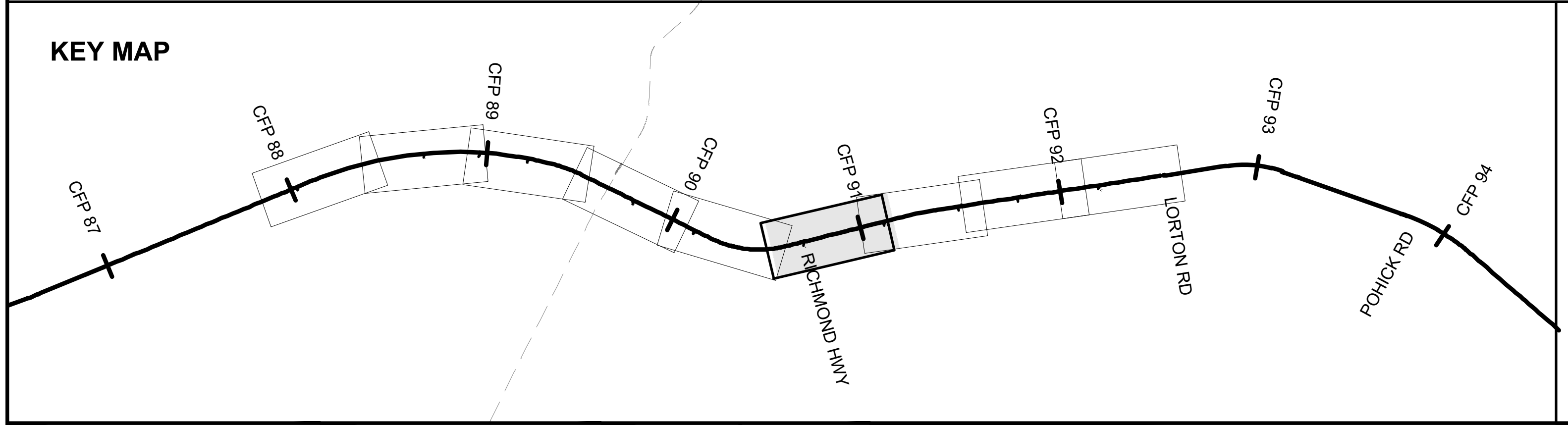


🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

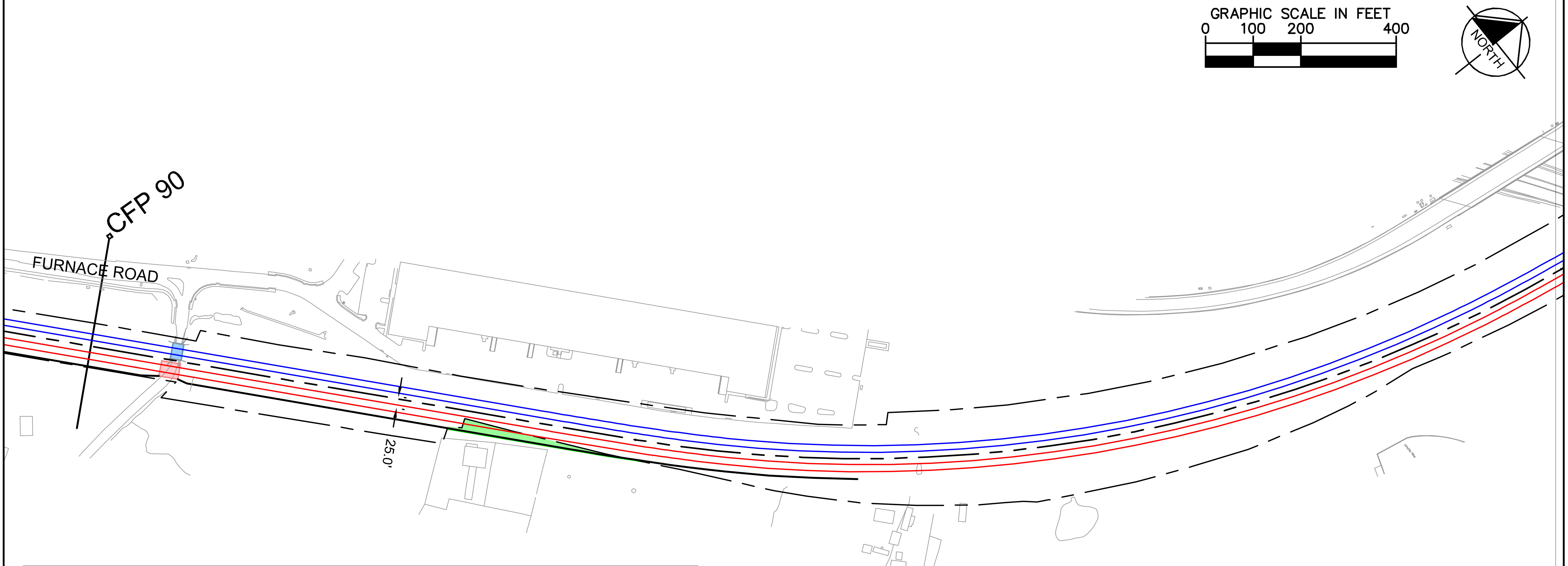
JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695
DATE: 3/19/2021

SHEET
EV-046
OF
EV-283

Mar. 19 2021 07:47 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R6A_Occoquan River 3rd Track–H\CAD\Sheets\Ownership\R6A_xS–Ownership.dwg By: Sydney.Gravitt



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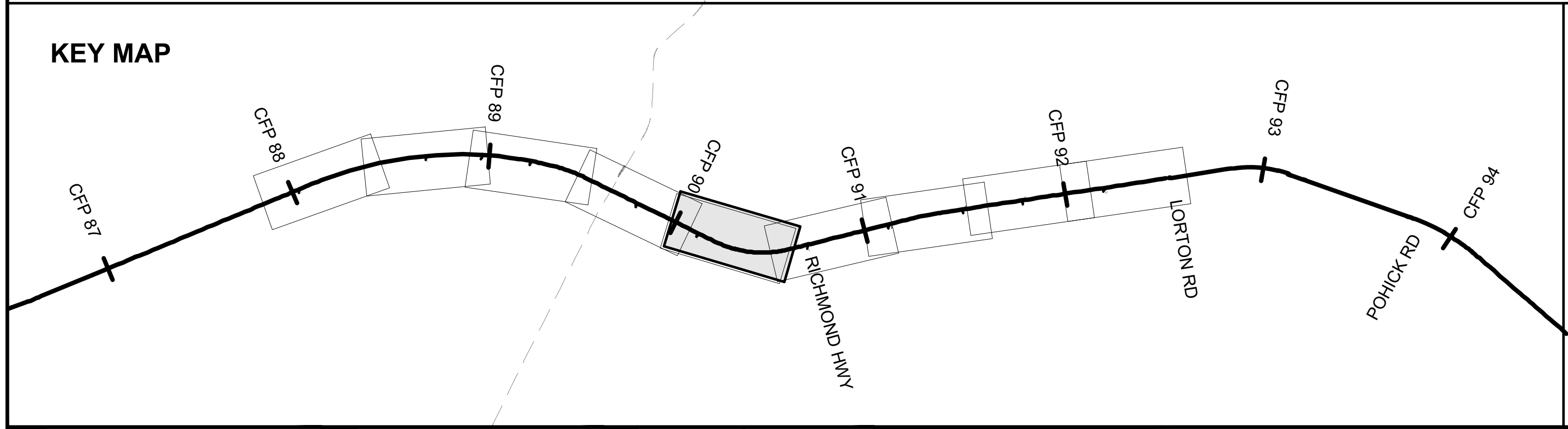

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Fairfax County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28695
DATE: 3/19/2021

SHEET
EV-047
OF
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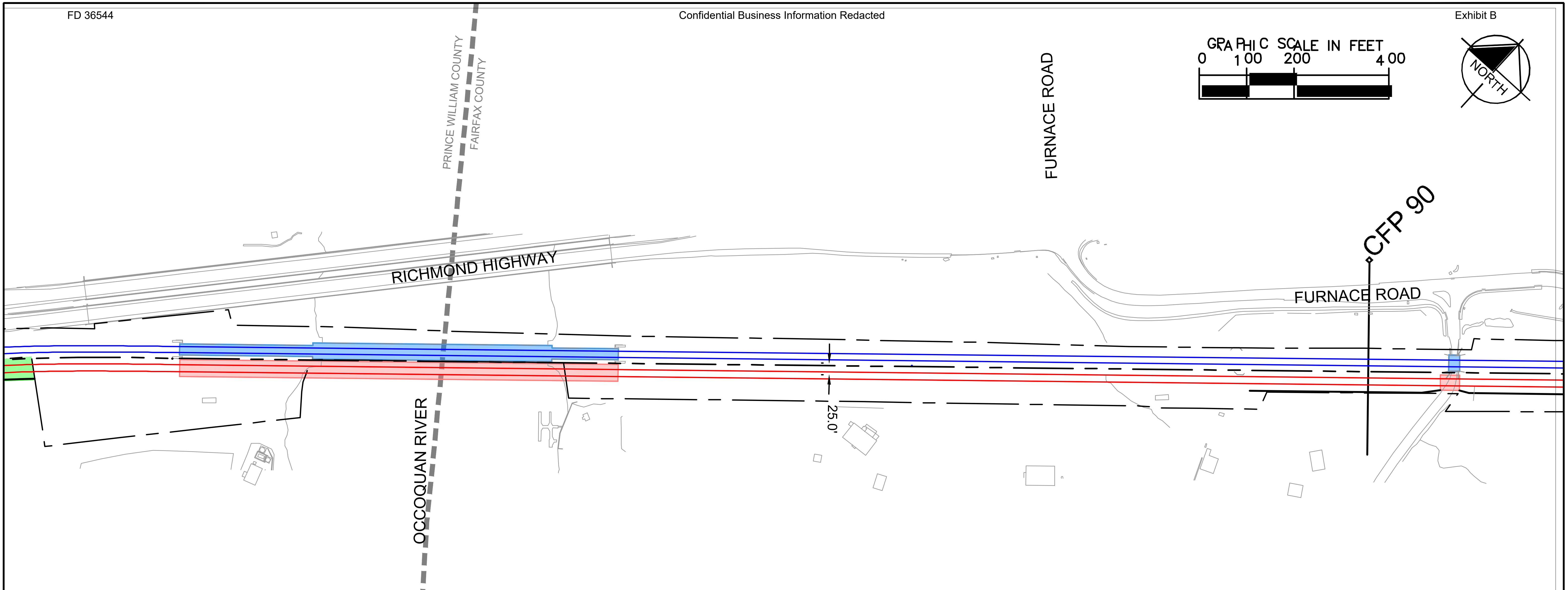

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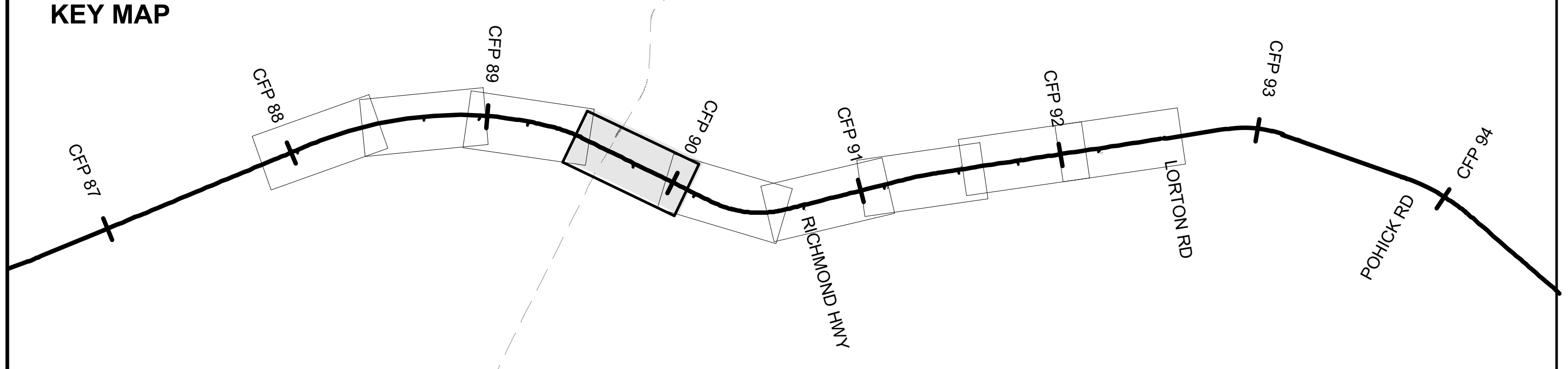

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL

🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Fairfax County/Prince William County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694

DATE: 3/19/2021

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OF
EV-283

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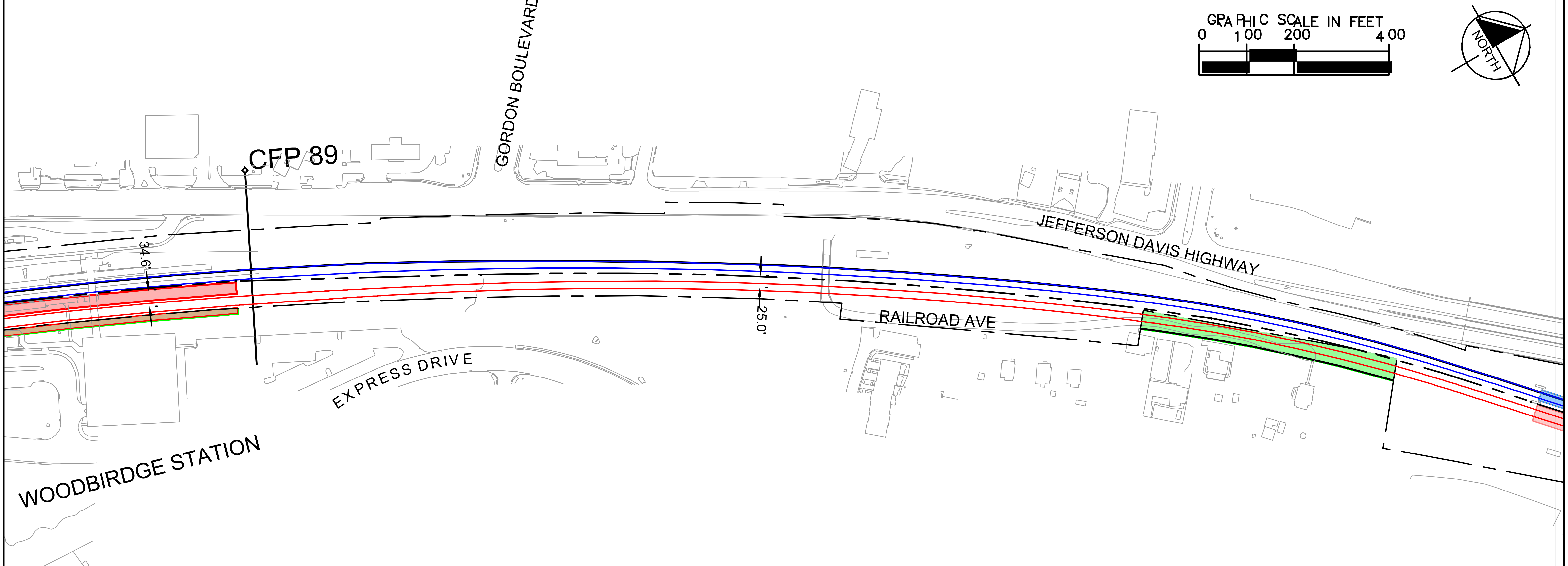

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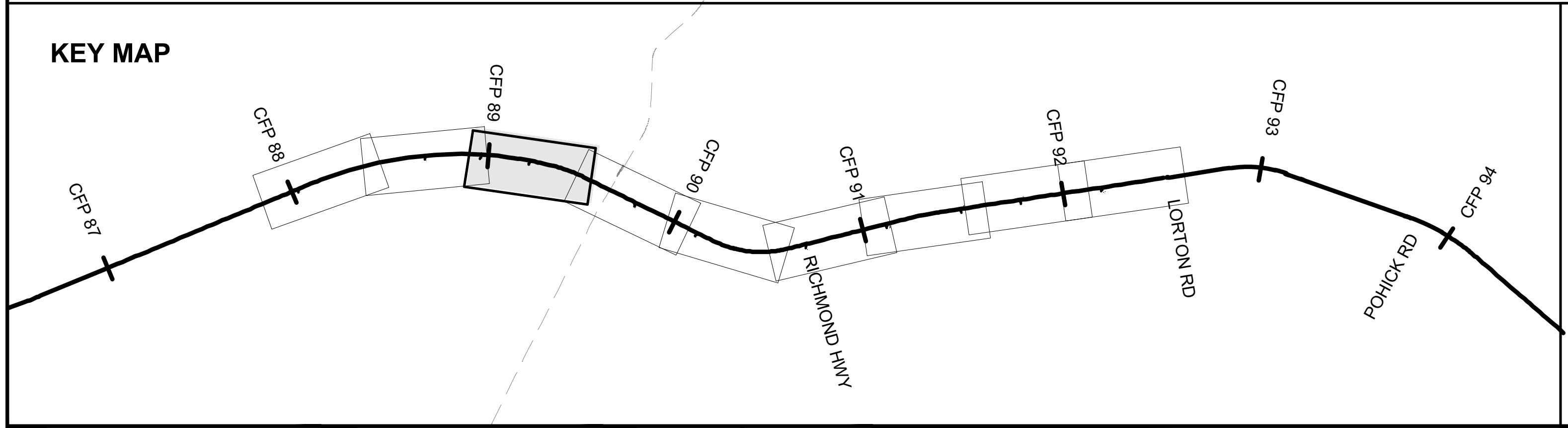

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County/Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694
DATE: 3/19/2021

Kimley»Horn

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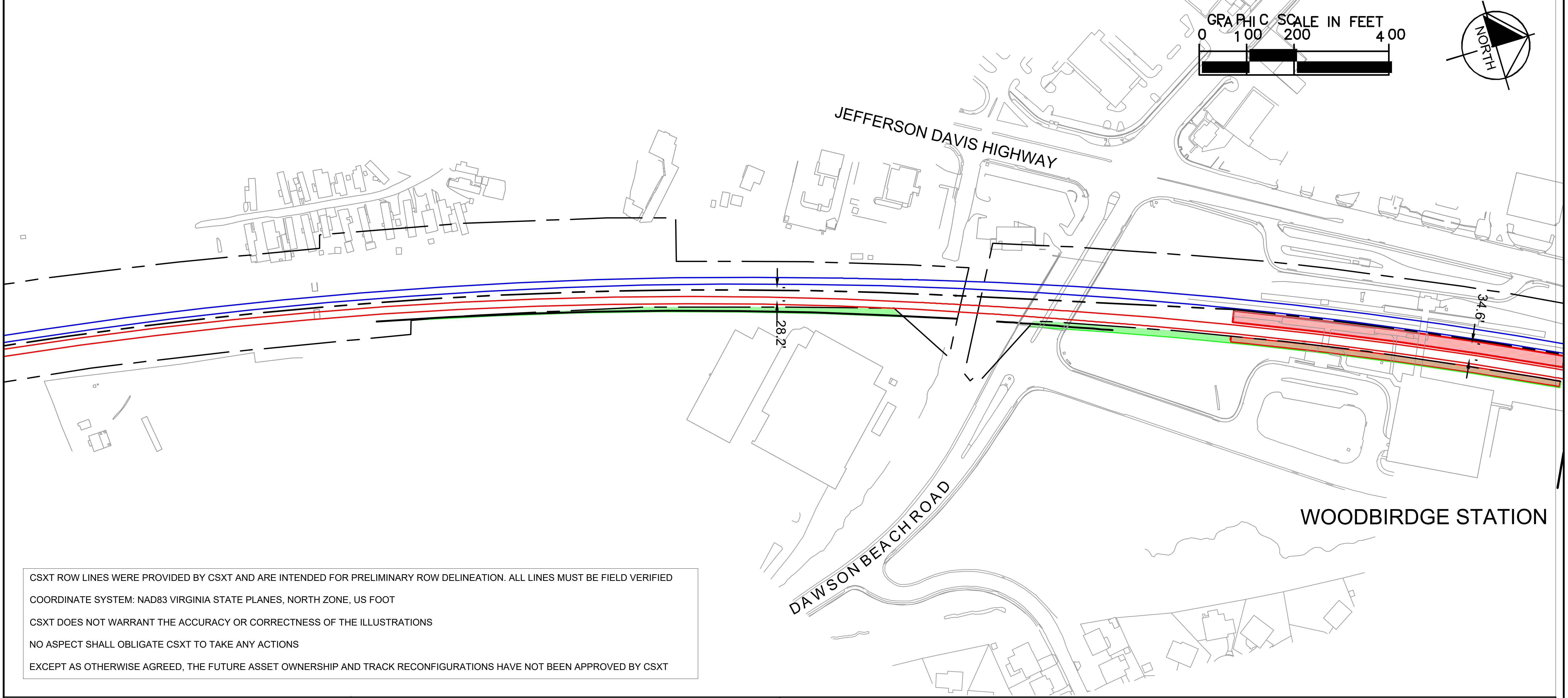
OF
EV-283

Mar. 19 2021 07:47 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R6A_Occoquan River 3rd Track-H\CAD\Sheets\Ownership\R6A_x5-Ownership.dwg By: Sydney.Gravitt



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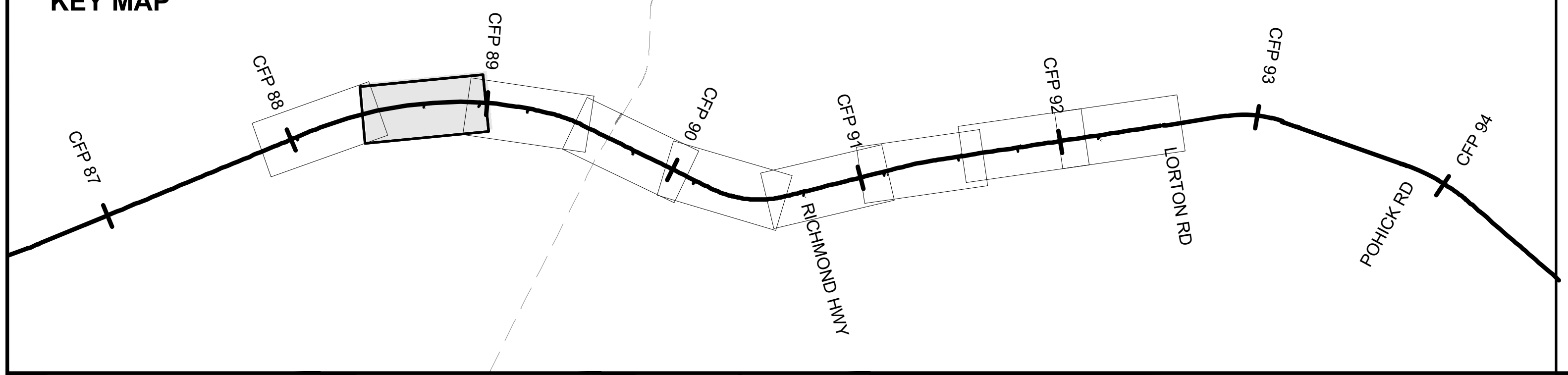

━ (red)	DRPT TRACK	🟥	DRPT BRIDGE
━ (blue)	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Fairfax County/Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694
DATE: 3/19/2021

Kimley»Horn

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OF
EV-283

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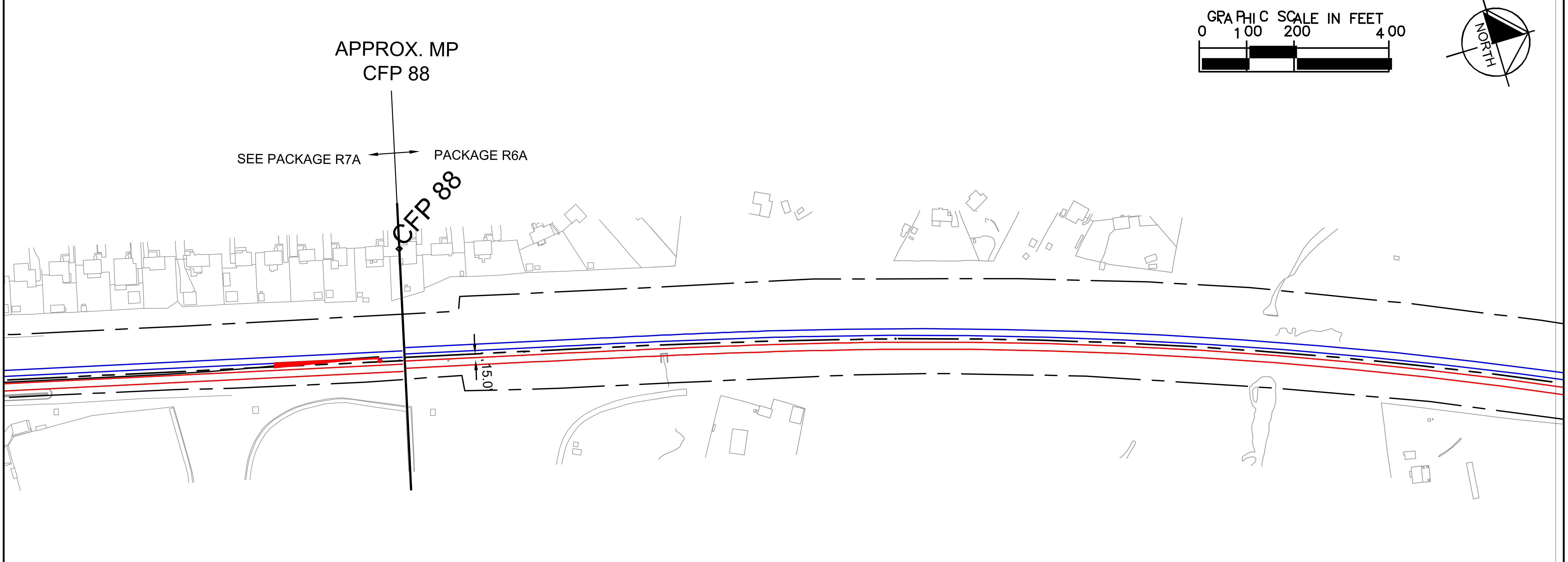
Exhibit B



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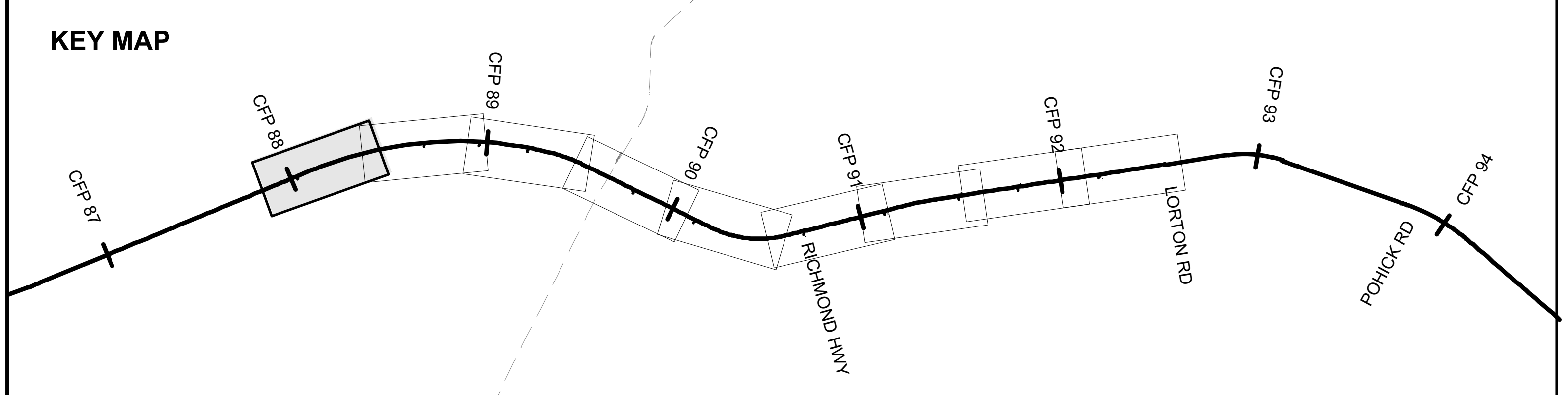

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Fairfax County/Prince William County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R6A - OCCOQUAN RIVER THIRD TRACK

CSXT VAL MAP:V28694
DATE: 3/19/2021

SHEET
EV-051
OF
EV-283

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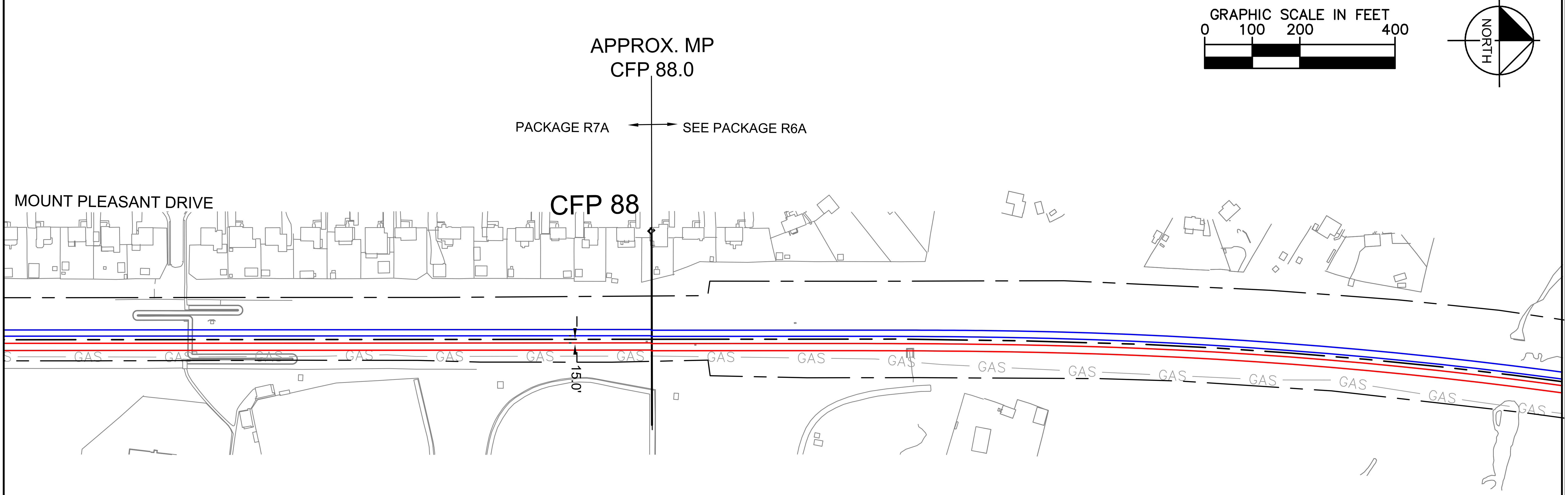

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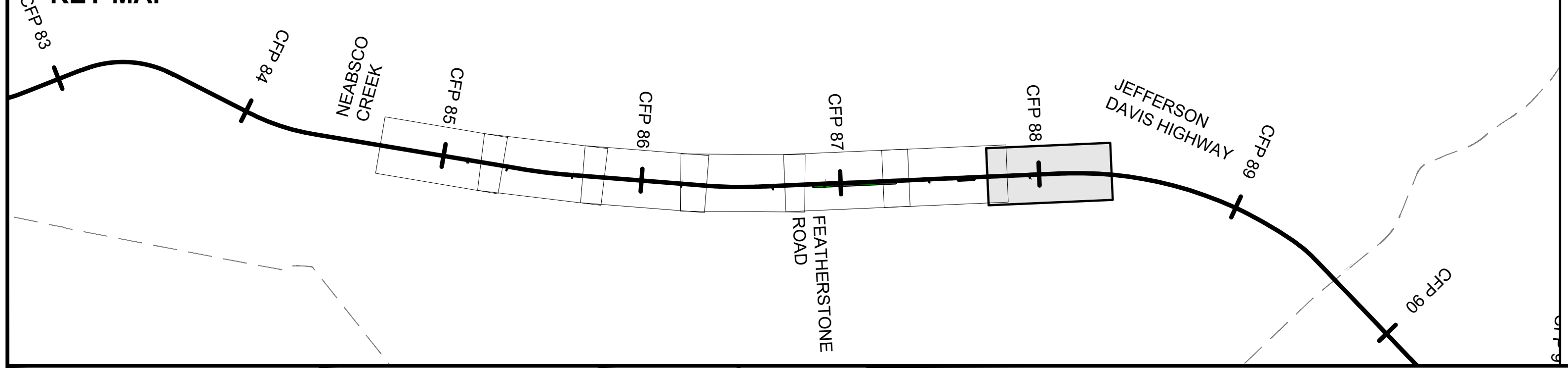

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Fairfax County/Prince William County

CSX How tomorrow moves DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28694
DATE: 3/19/2021

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OF
EV-283

Mar, 19 2021 10:50 am K:\WVA_Transit\113282000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R7A_Neabsco to Woodbridge 3rd Track-D\CAD\Sheets\R7A-xS-Ownership-Layout.dwg By: Sydney.Gravitt

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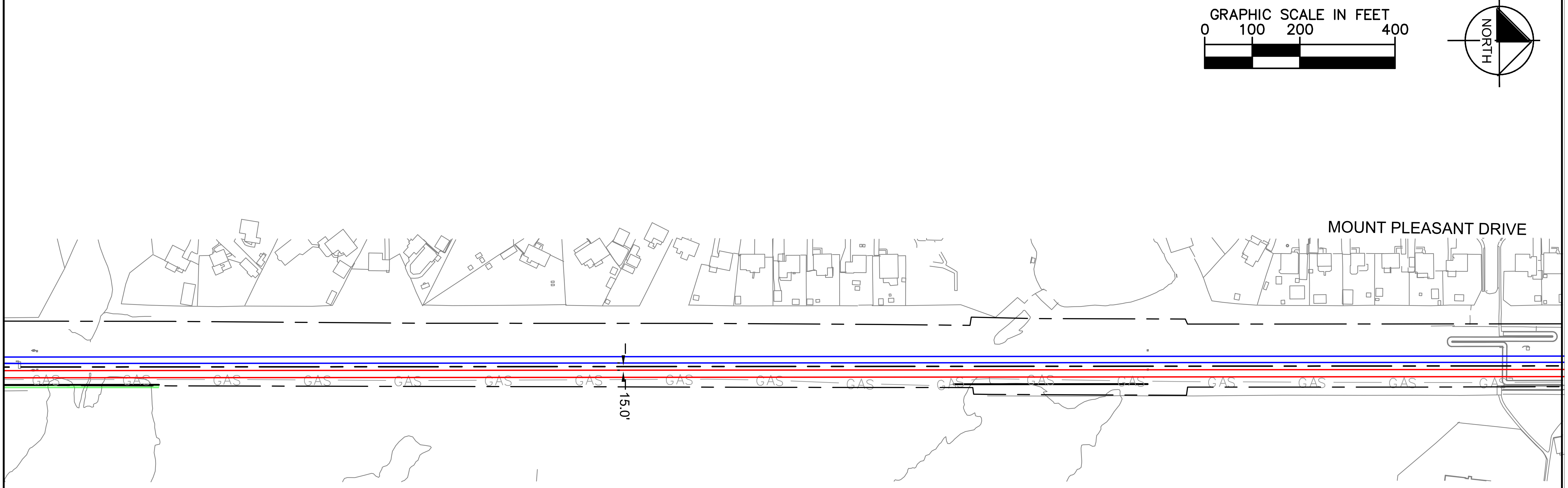
Exhibit B



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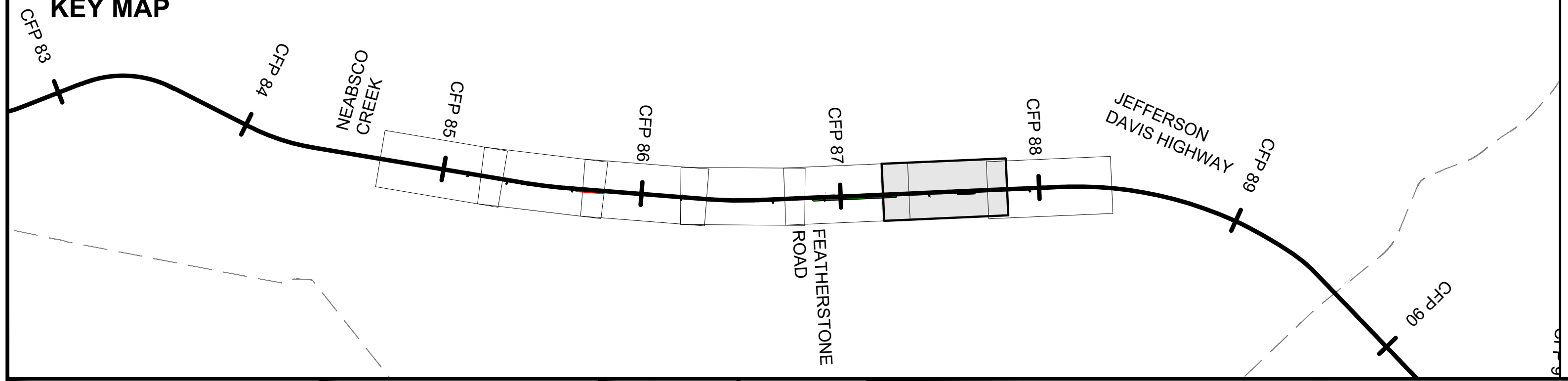

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

DATE: 3/19/2021

Kimley»Horn

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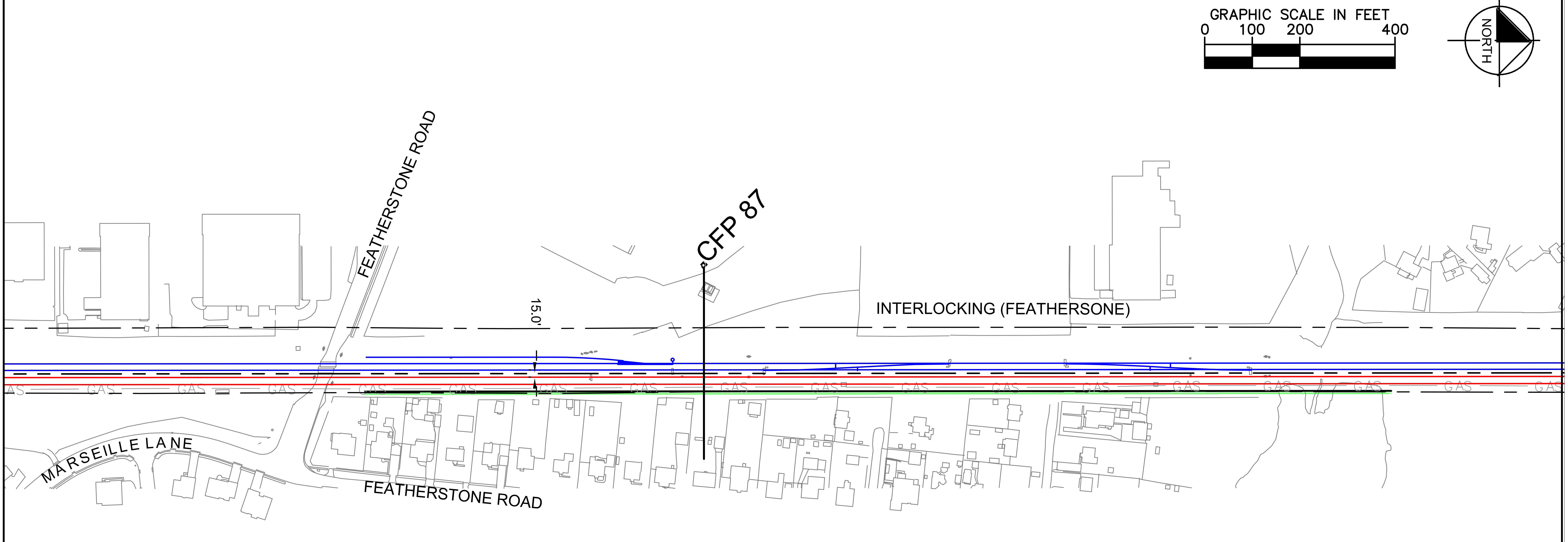
OF
EV-283

Mar. 19 2021 10:50 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R7A_Neabsco to Woodbridge 3rd Track-D\CAD\Sheets\R7A-xS-Ownership-Layout.dwg By: SydneyGravitt



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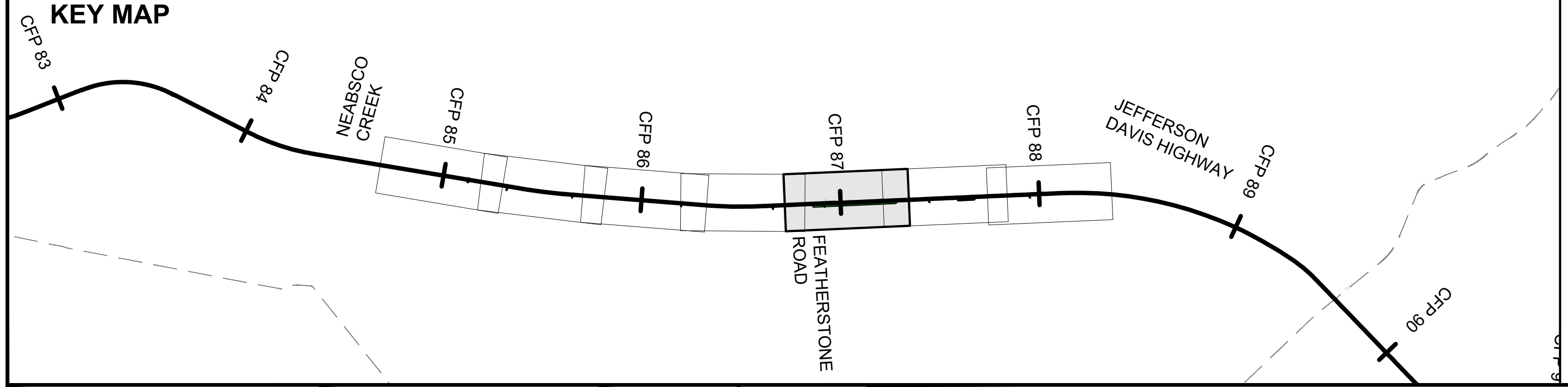

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
▬	RETAINING WALL		

JURISDICTION: Prince William County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

DATE: 3/19/2021

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OF
EV-283

Mar, 19 2021 10:50 am K:\VIVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R7A_Neabsco to Woodbridge 3rd Track-D\CAD\Sheets\R7A-xS-Ownership-Layout.dwg By: SydneyGravitt

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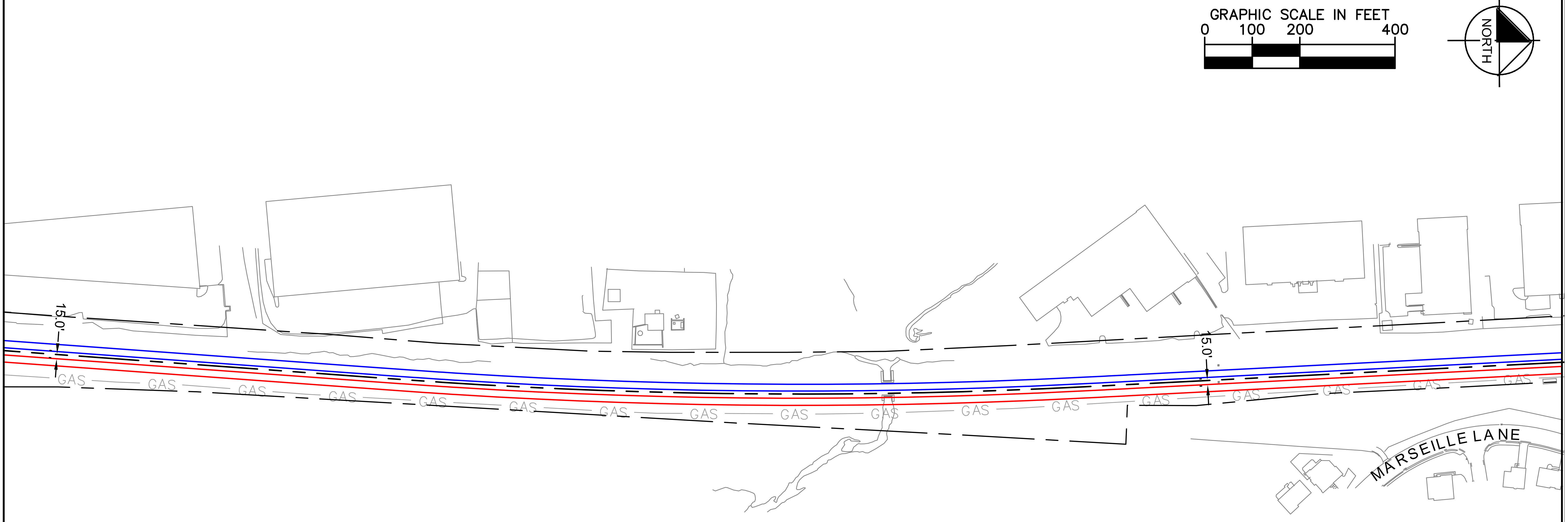

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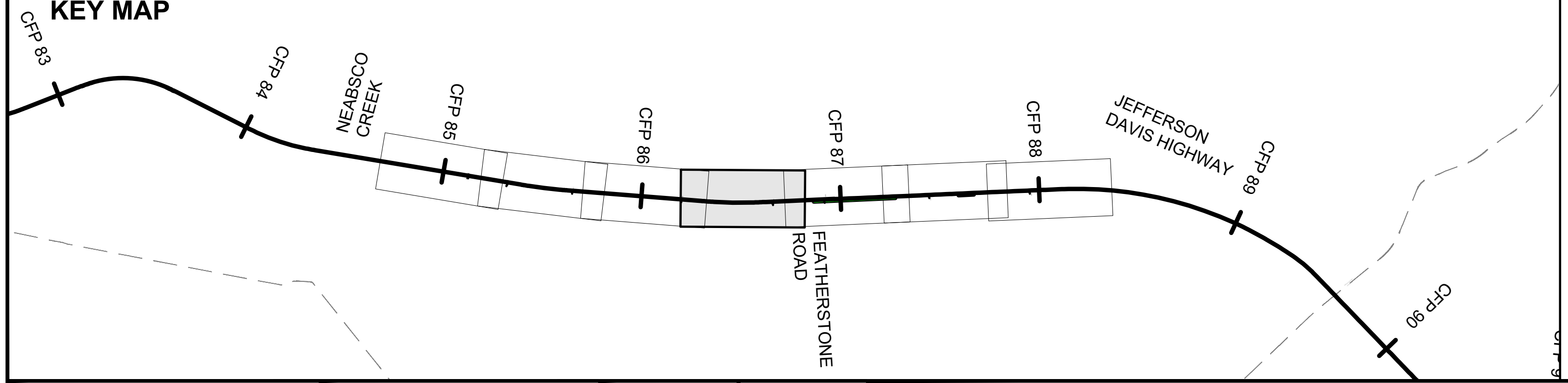

───	DRPT TRACK	🟥	DRPT BRIDGE
───	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
───	RETAINING WALL		

JURISDICTION: Prince William County

ENHANCED VALUATION MAPS
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R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

DATE: 3/19/2021

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OF
EV-283

FD 36544

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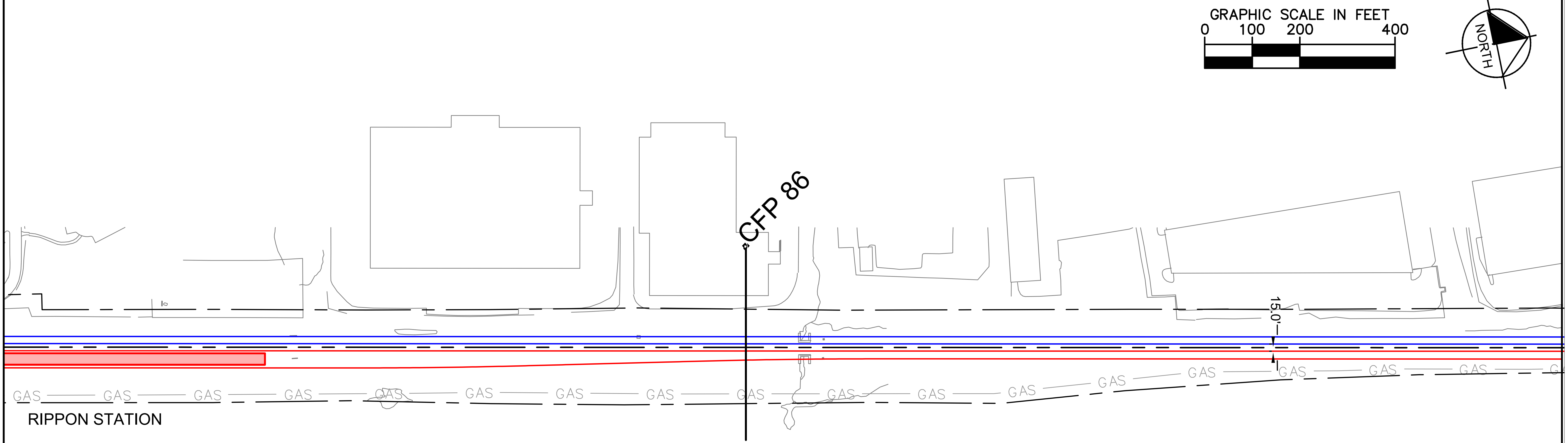
Exhibit B



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CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

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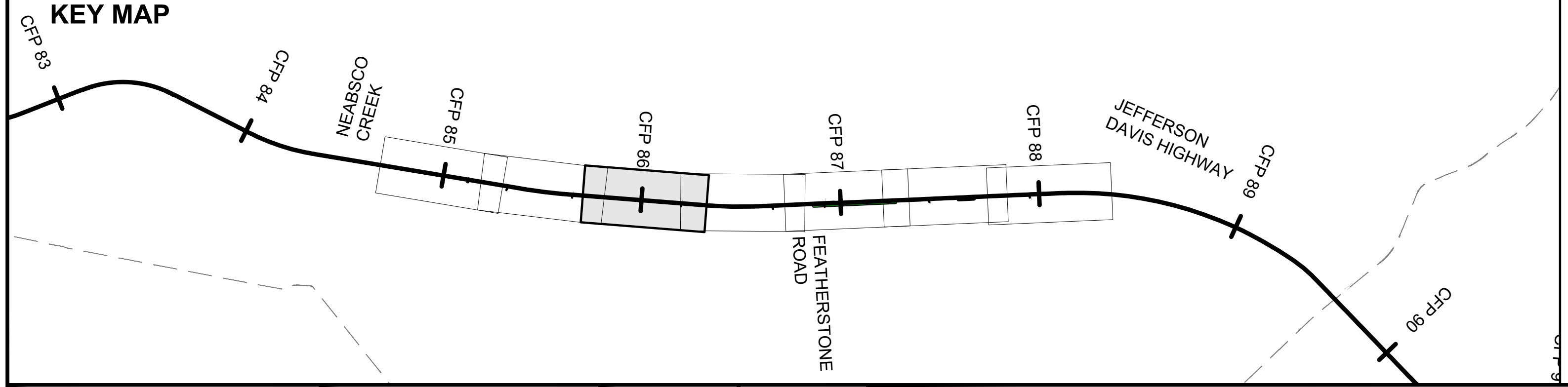
KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28693

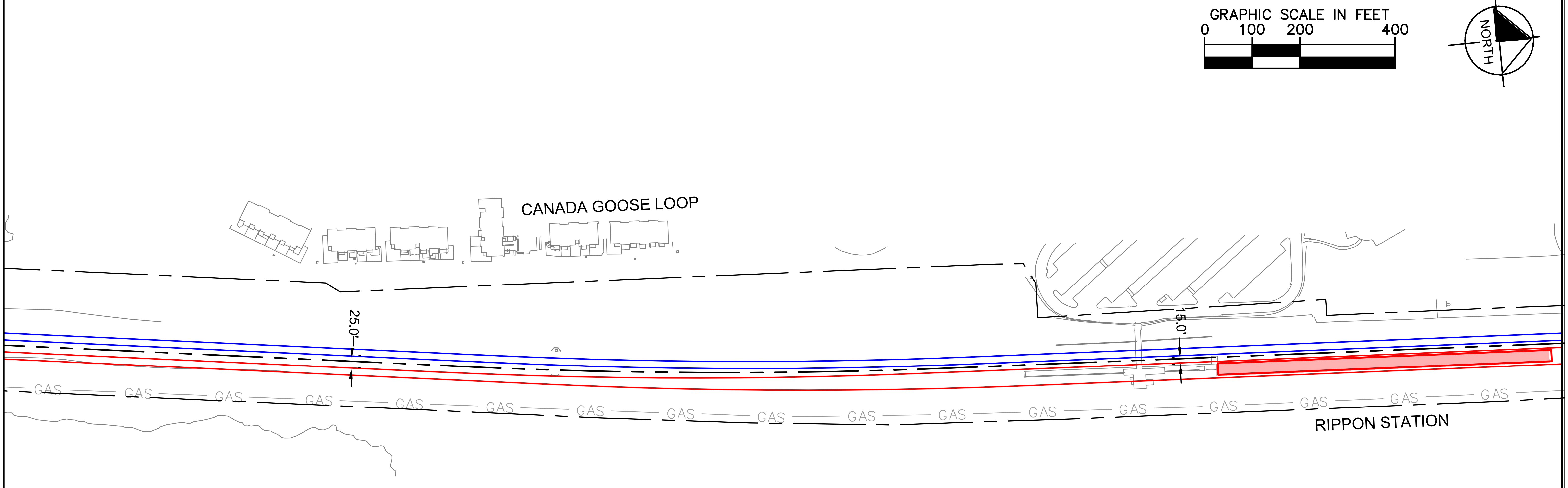
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-056
OF
EV-283

Mar. 19 2021 10:50 am K:\VAA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R7A_Neabsco to Woodbridge 3rd Track-D\CAD\Sheets\R7A-xS-Ownership-Layout.dwg By: Sydney.Gravitt

Exhibit B



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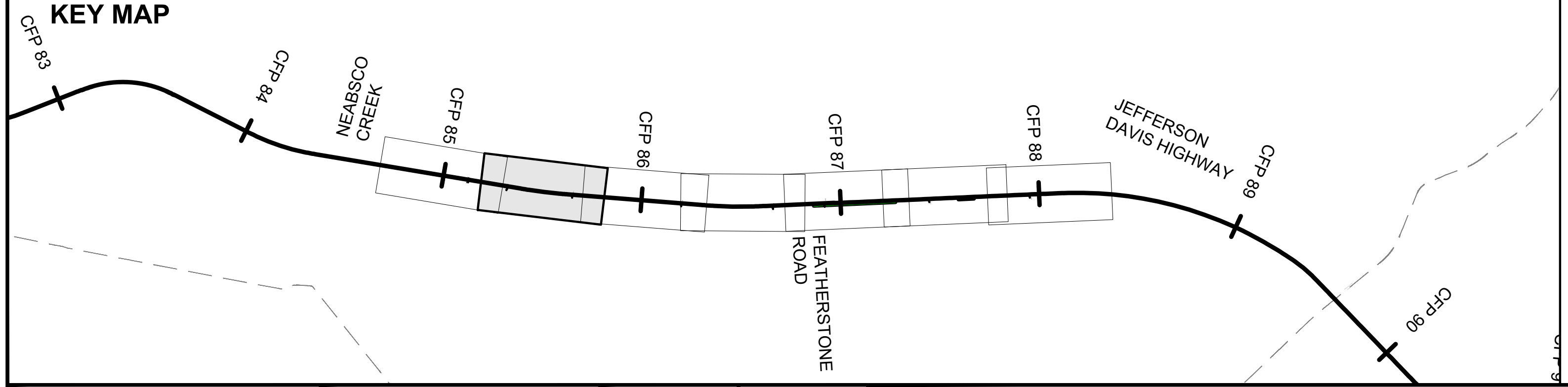


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

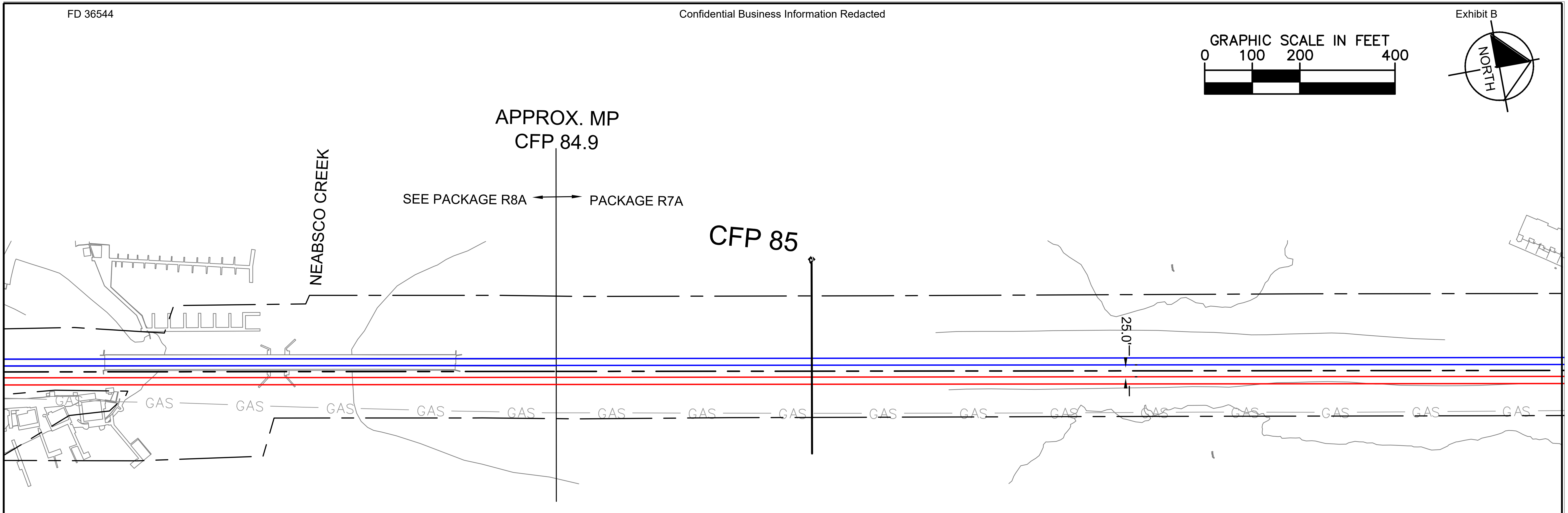
CSXT VAL MAP:V28692
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-057
OF
EV-283

Mar, 19 2021 10:50 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R7A_Neabsco to Woodbridge 3rd Track-D\CAD\Sheets\R7A-XS-Ownership-Layout.dwg By: Sydney.Gravitt

Exhibit B



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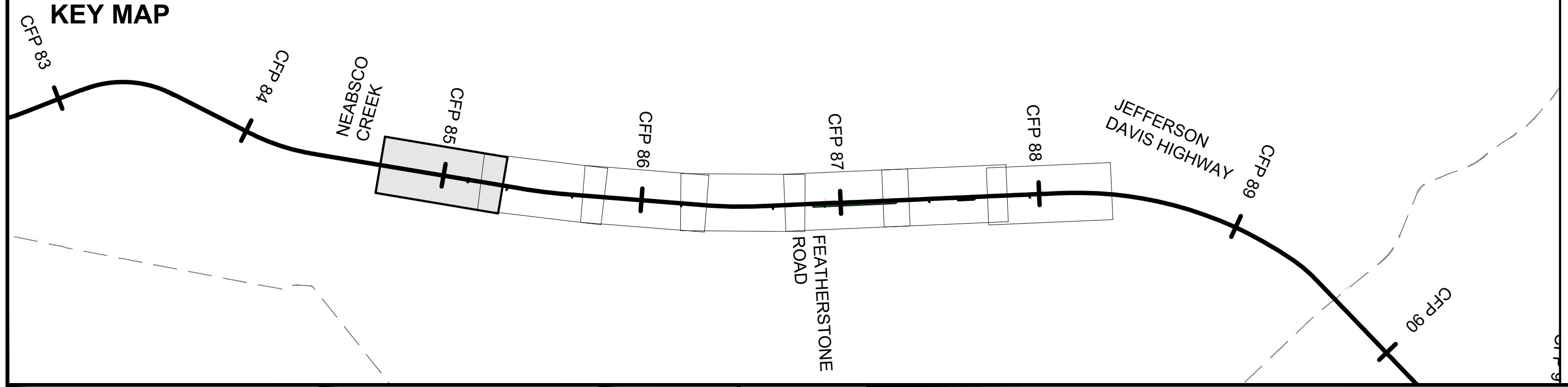


——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

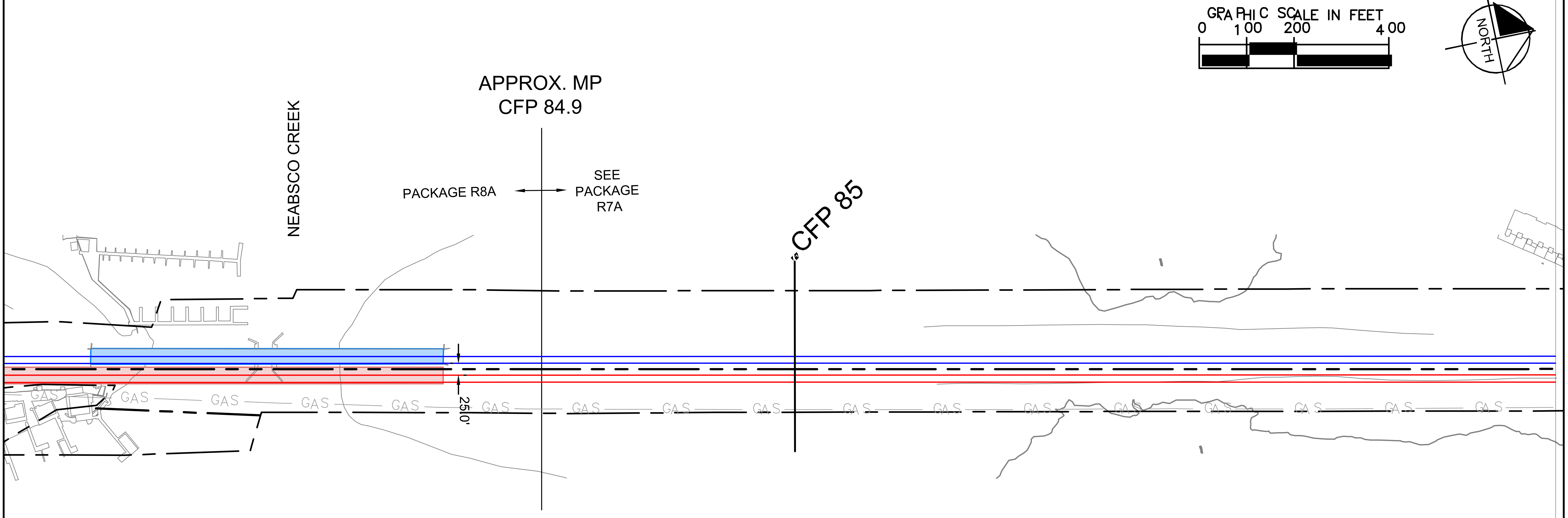
JURISDICTION: Prince William County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R7A - NEABSCO CREEK TO WOODBRIDGE THIRD TRACK (SIDING D)

CSXT VAL MAP:V28692
DATE: 3/19/2021

SHEET
EV-058
OF
EV-283

Exhibit B



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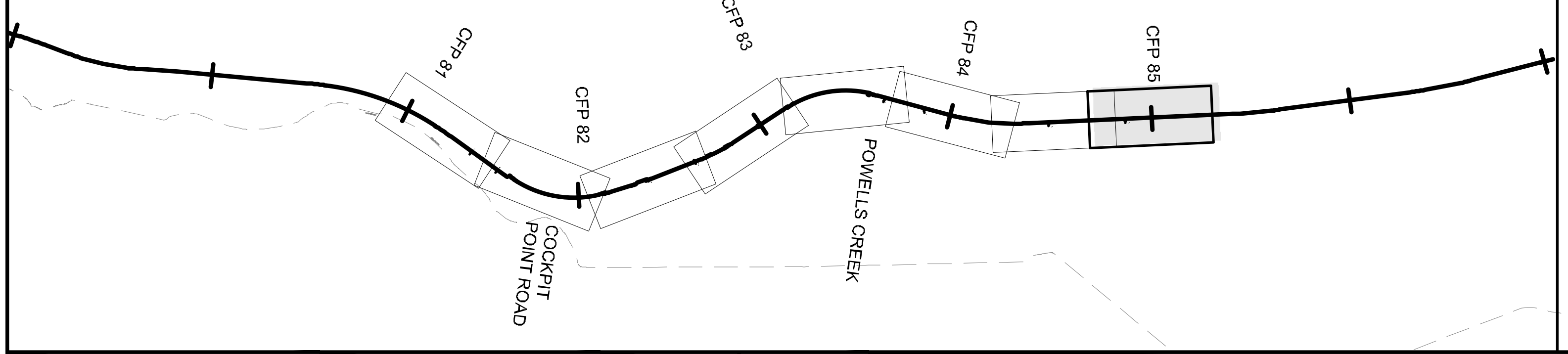

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
▬ ‒ ‒ ▬	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28692
DATE: 3/19/2021

SHEET
EV-059
OF
EV-283

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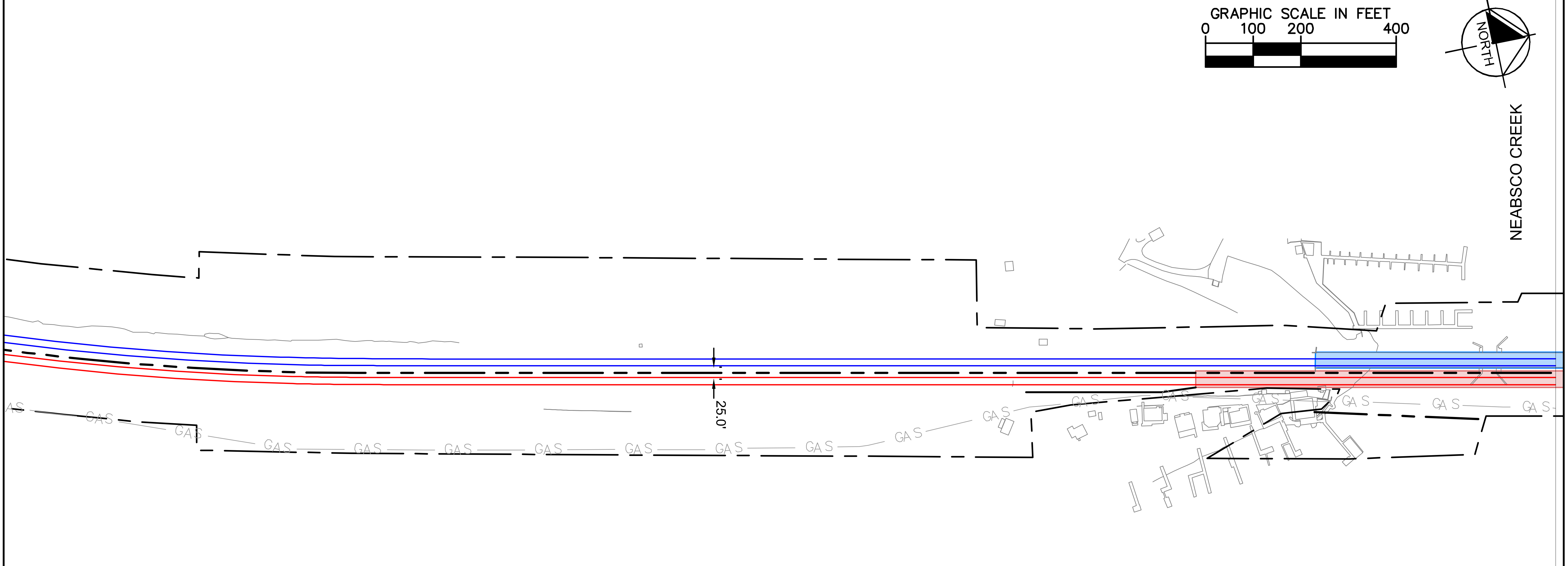
Exhibit B



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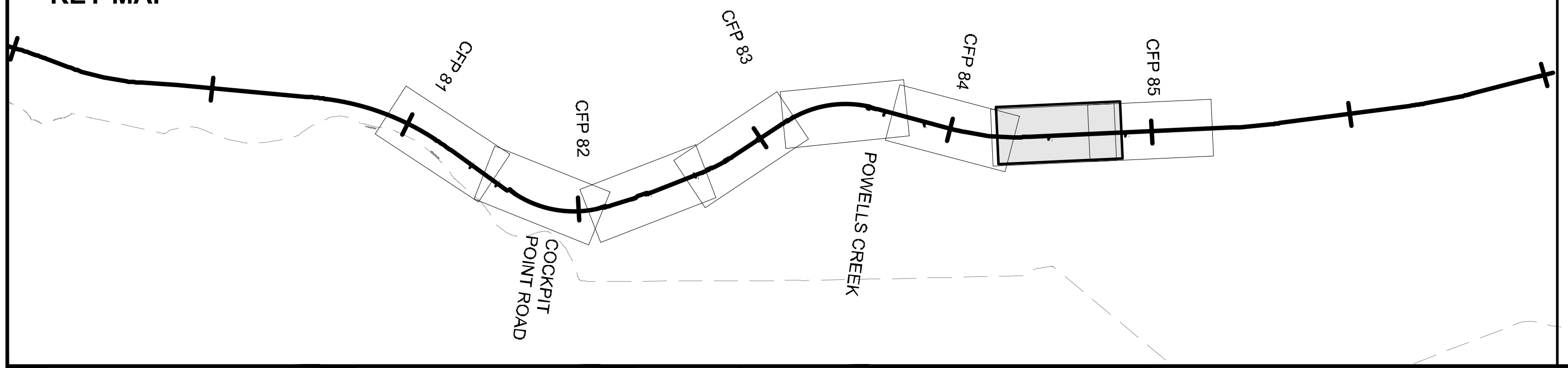

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28692
DATE: 3/19/2021

Kimley»Horn

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EV-060
OF
EV-283

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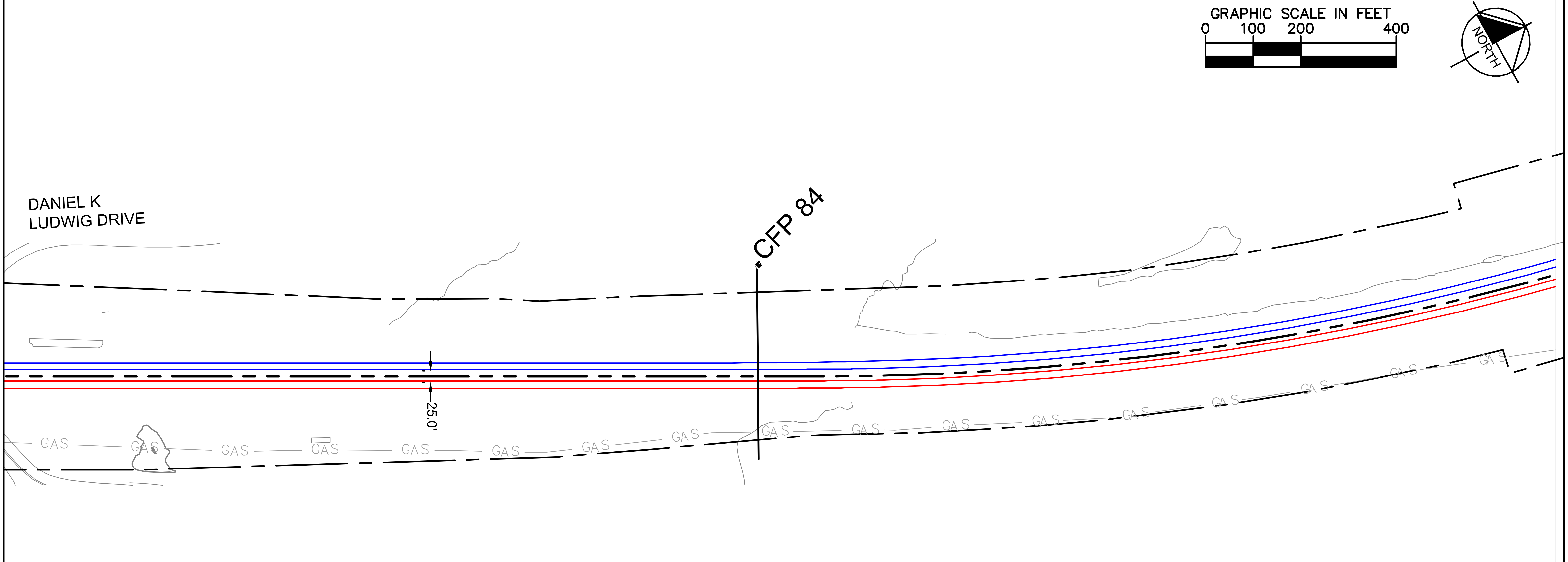
Exhibit B



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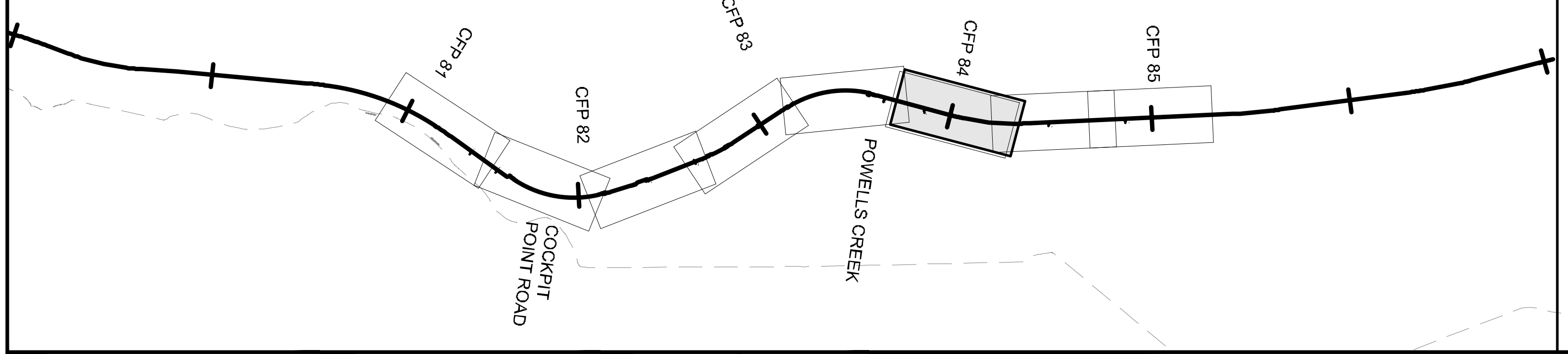


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

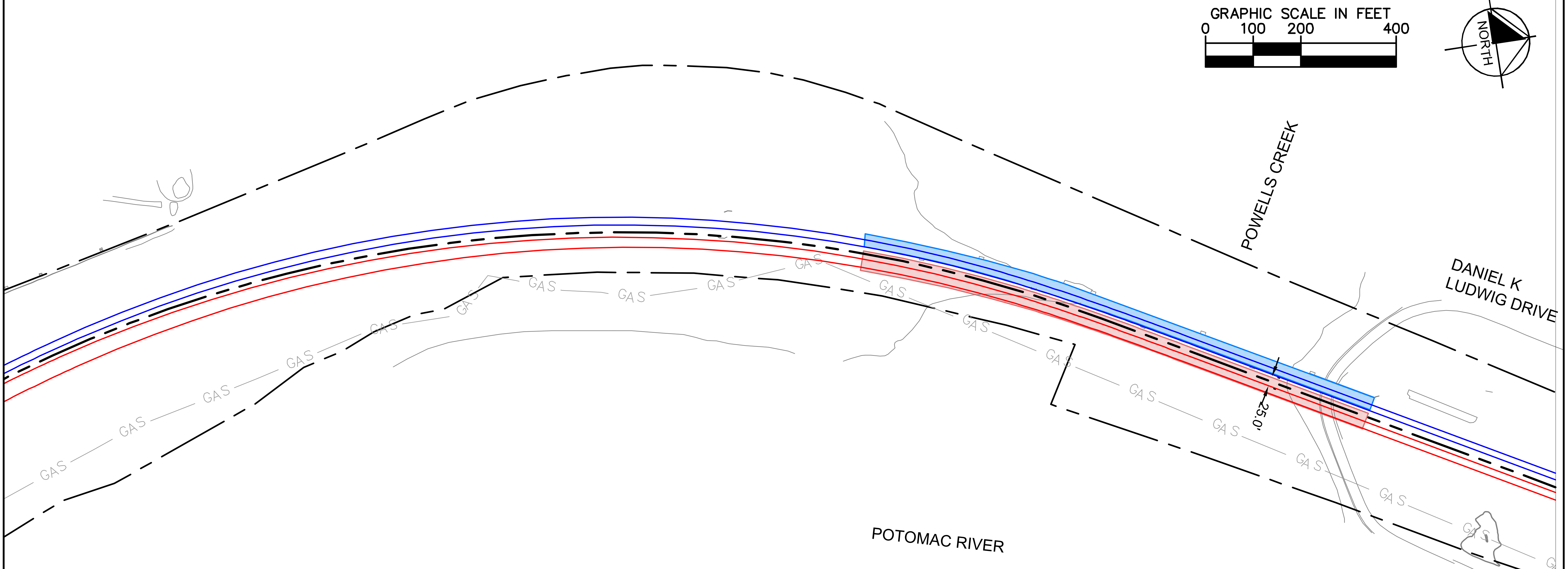
ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28691
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-061
OF
EV-283



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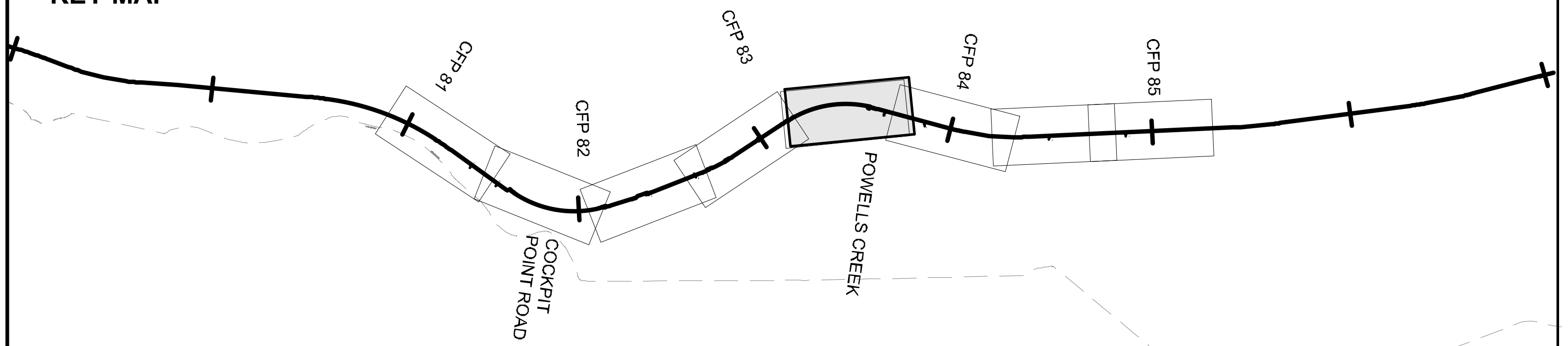

DRPT TRACK

CSXT TRACK

CSXT-DRPT DELINEATION

CSXT ROW

JURISDICTION LINE (FROM GIS)

RETAINING WALL

🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Prince William County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28691
DATE: 3/19/2021

SHEET
EV-062
OF
EV-283

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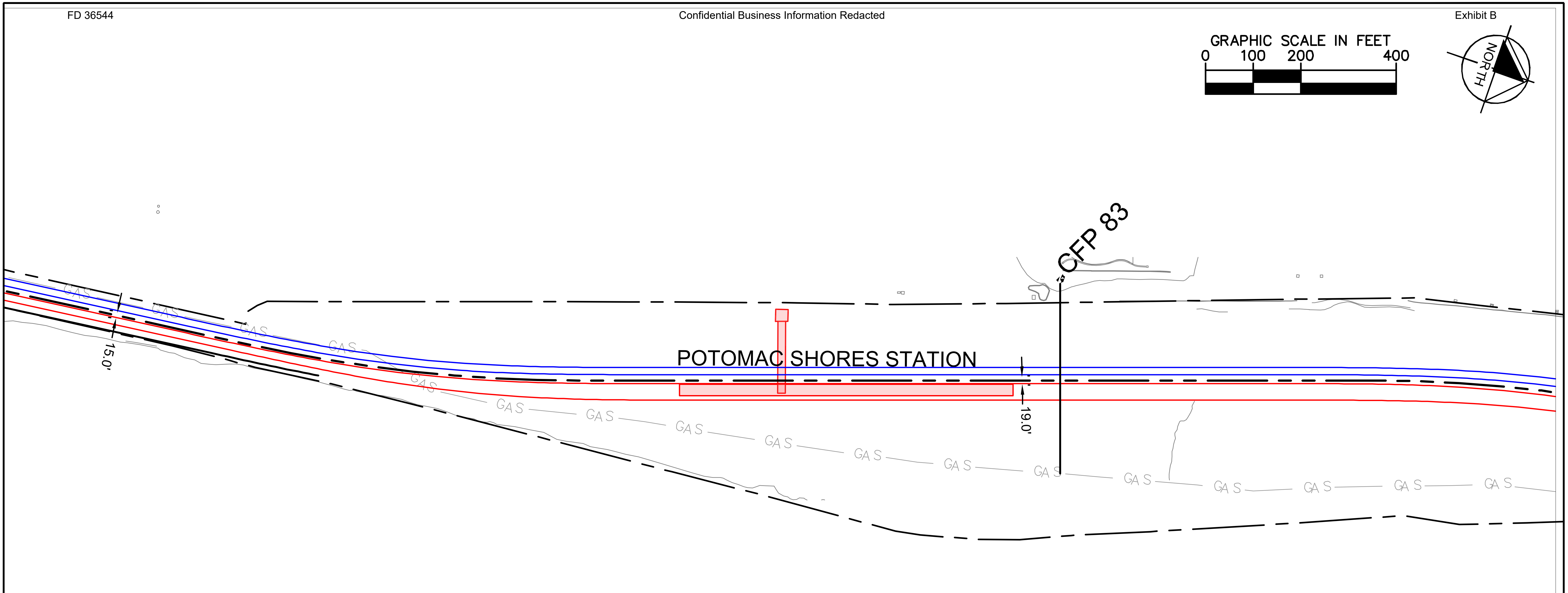
Exhibit B



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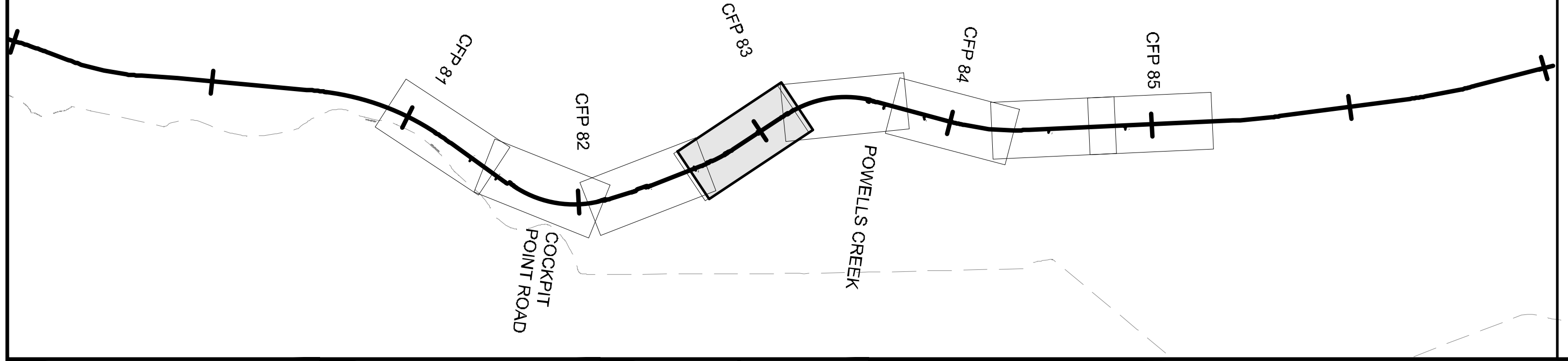


— DRPT TRACK

— CSXT TRACK

— - — CSXT-DRPT DELINEATION

— - — CSXT ROW

▬ ▬ ▬ JURISDICTION LINE (FROM GIS)

— RETAINING WALL

🟥 DRPT BRIDGE

🟦 CSXT BRIDGE

🟥 STATION PLATFORM

🟧 VDOT BRIDGE

🟩 POTENTIAL ROW IMPACT

JURISDICTION: Prince William County

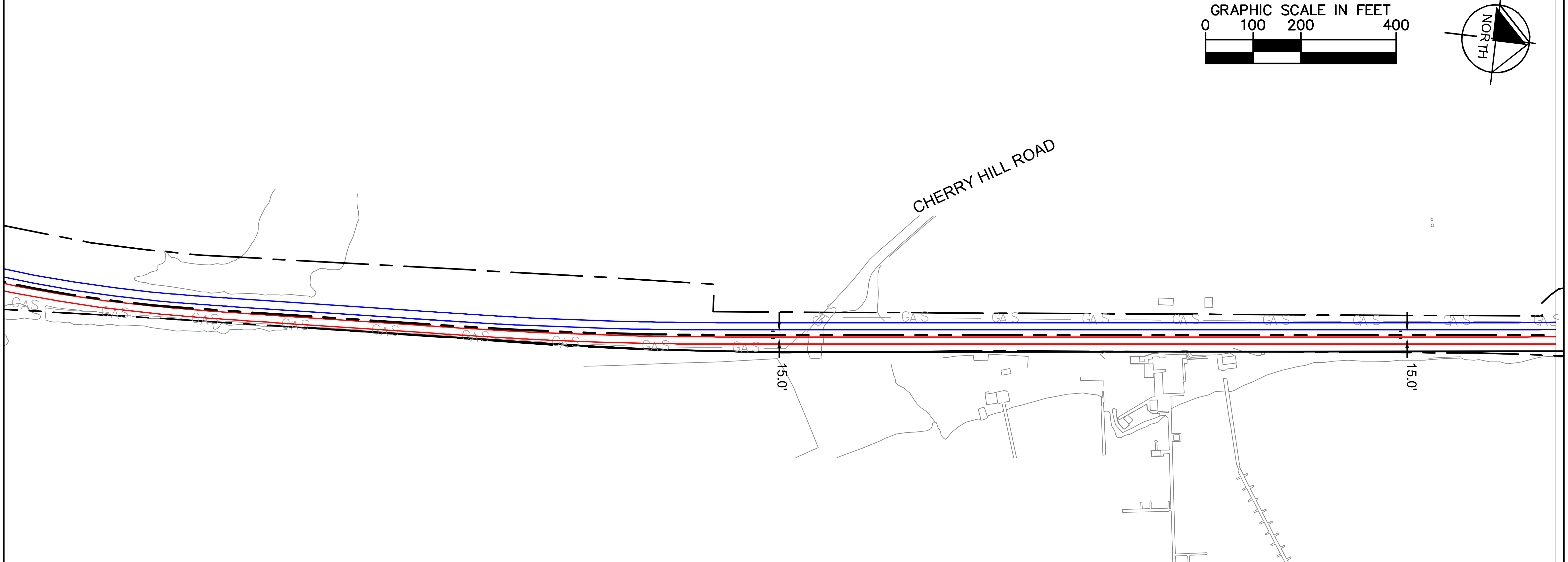
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28691
DATE: 3/19/2021

SHEET
EV-063
OF
EV-283

Mar. 19 2021 10:34 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8A_Powells to Neabsco 3rd Track-G\CAD\Sheets\Ownership\R8ABC-xS-Ownership-Layout.dwg By: Sydney.Gravitt

Exhibit B



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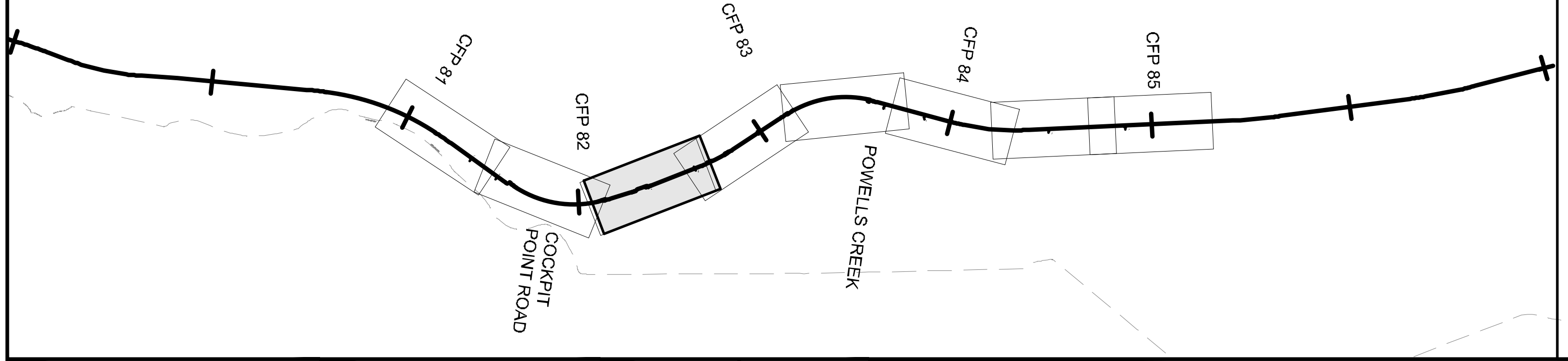

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—— - ——	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28691

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-064
OF
EV-283

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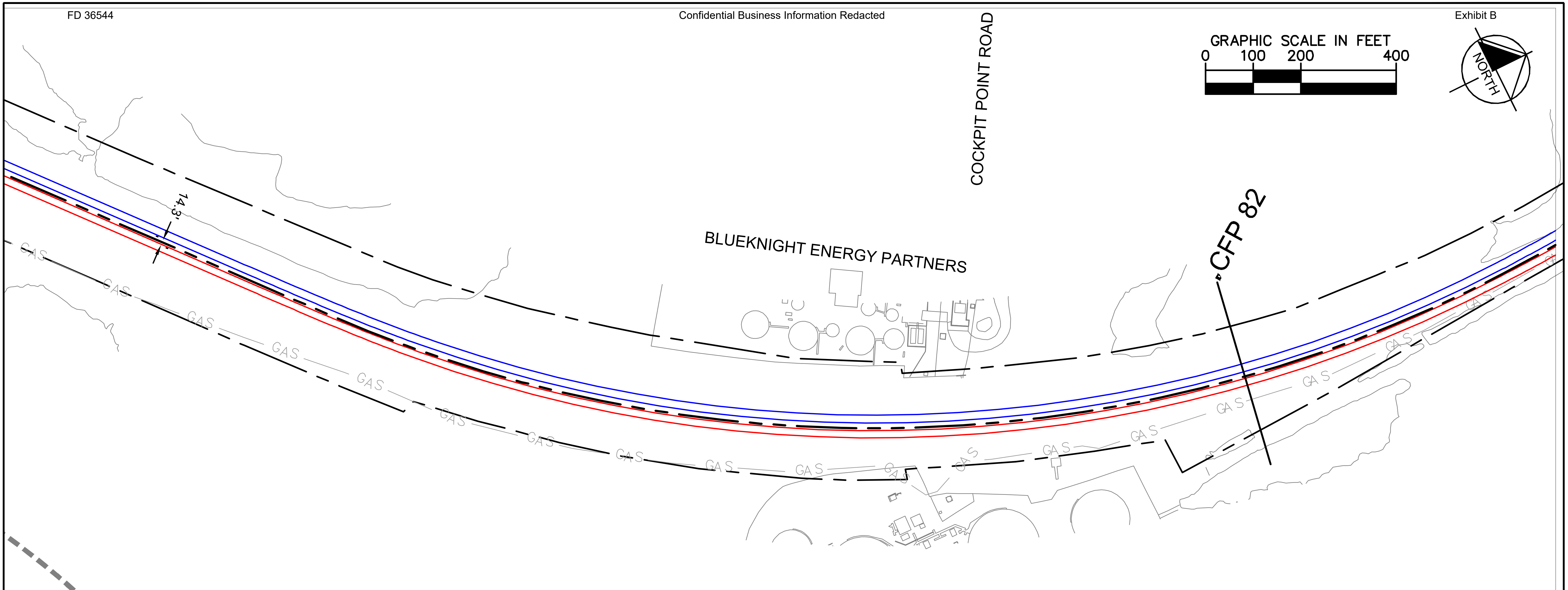

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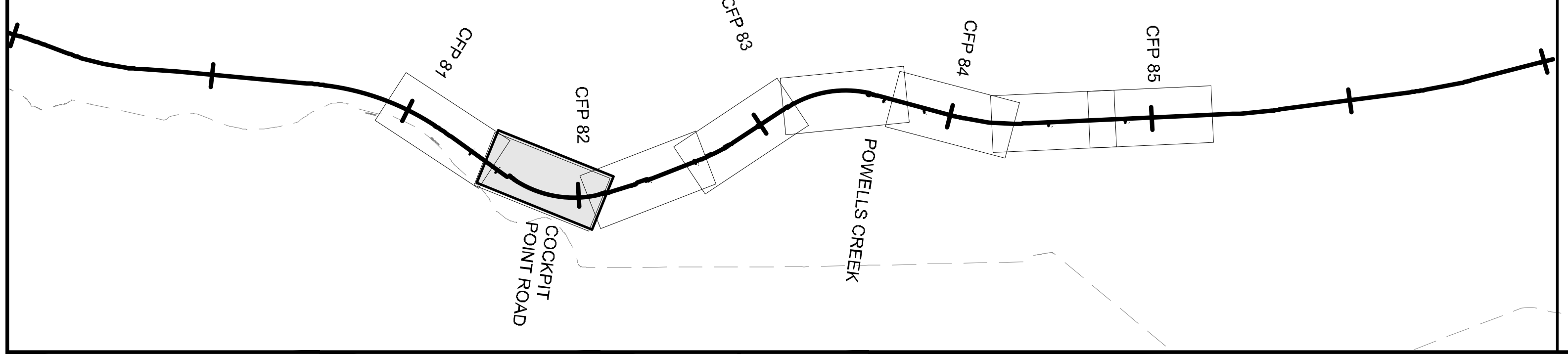

━ (red)	DRPT TRACK	🟥	DRPT BRIDGE
━ (blue)	CSXT TRACK	🟦	CSXT BRIDGE
━ ━ · ━	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28691

DATE: 3/19/2021

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OF
EV-283

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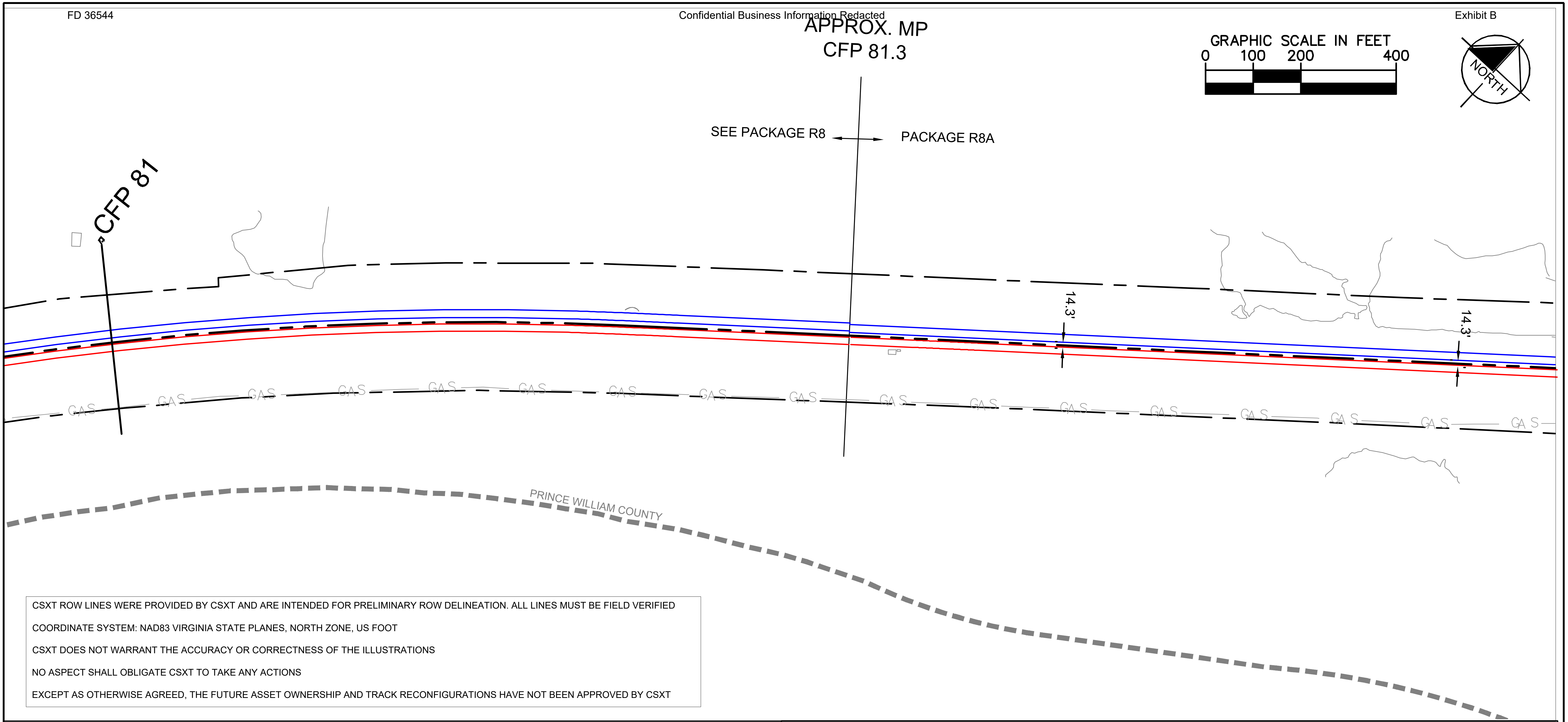

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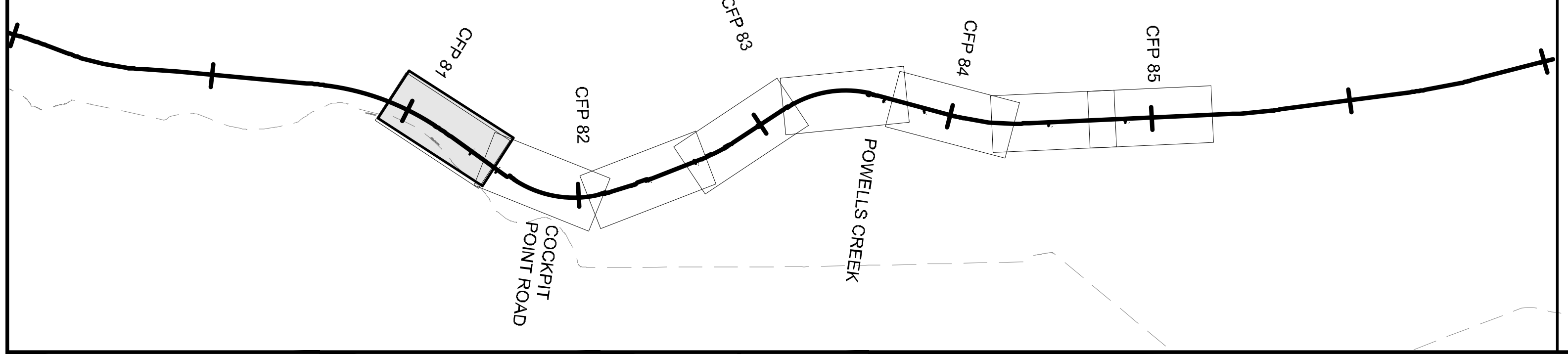

- DRPT TRACK
- CSXT TRACK
- CSXT-DRPT DELINEATION
- CSXT ROW
- JURISDICTION LINE (FROM GIS)
- RETAINING WALL

- 🟥 DRPT BRIDGE
- 🟦 CSXT BRIDGE
- 🟥 STATION PLATFORM
- 🟧 VDOT BRIDGE
- 🟩 POTENTIAL ROW IMPACT

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8A - POWELLS CREEK TO NEABSCO CREEK THIRD TRACK

CSXT VAL MAP:V28566
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-066
OF
EV-283

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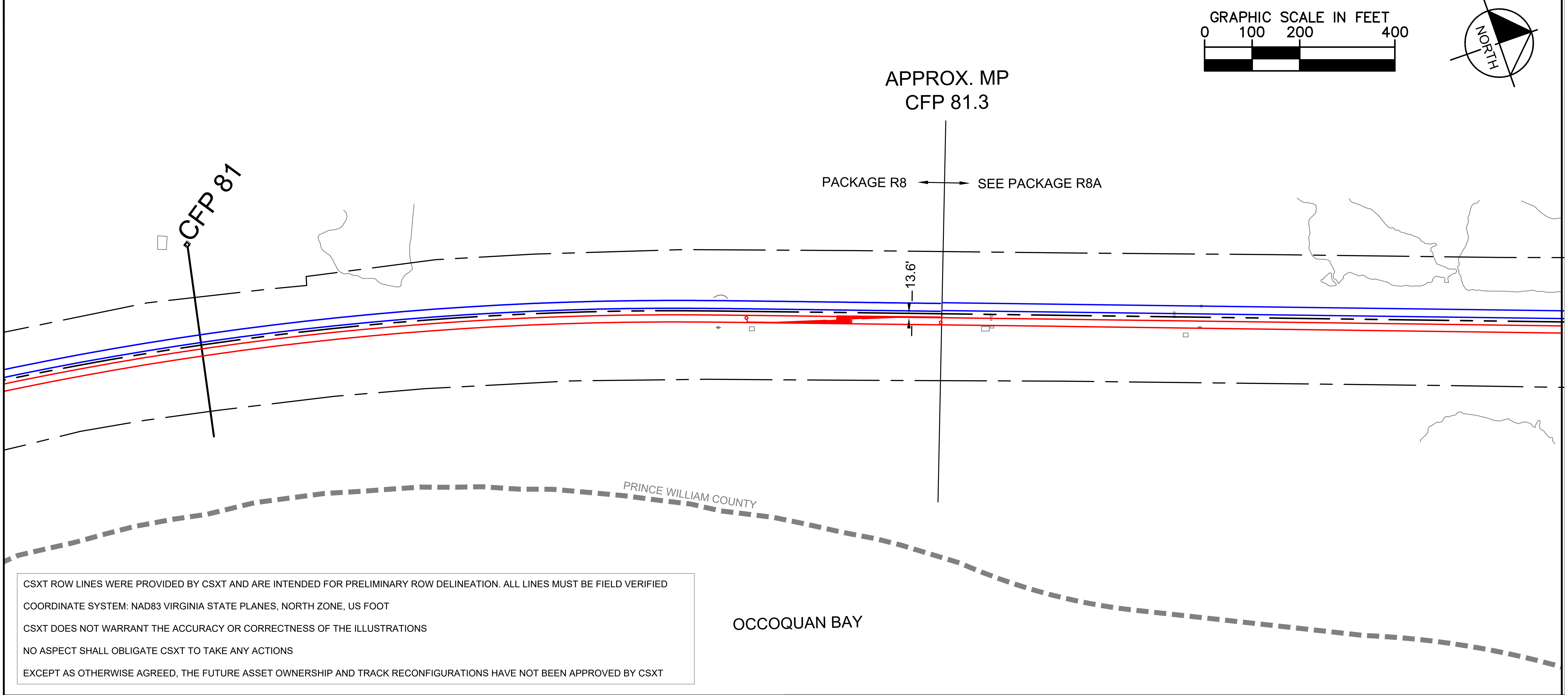

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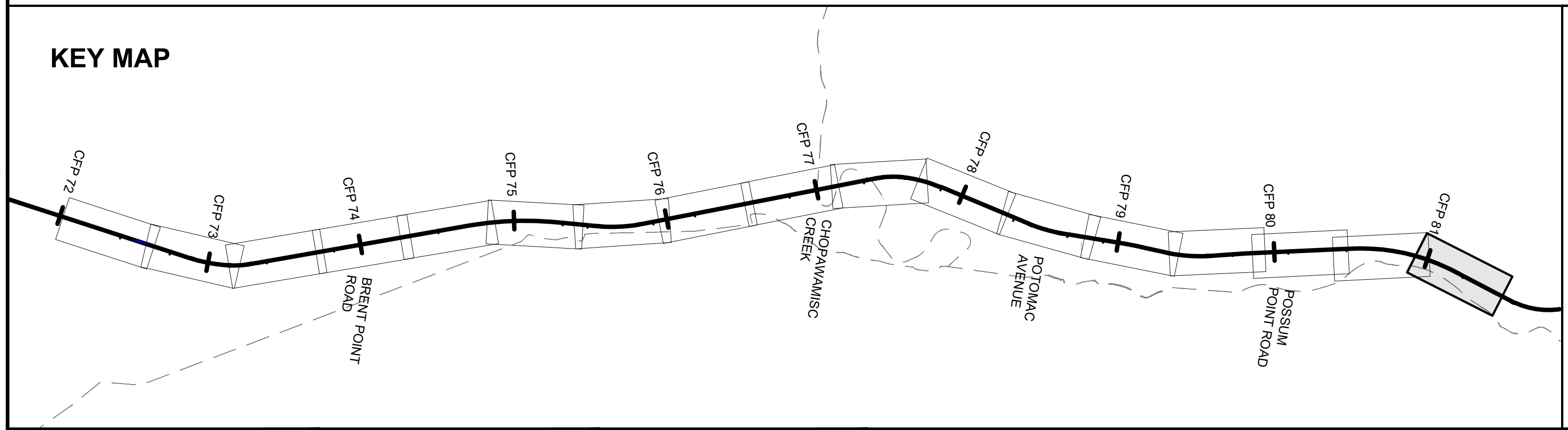

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28566
DATE: 3/19/2021

Kimley»Horn

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EV-067
OF
EV-283

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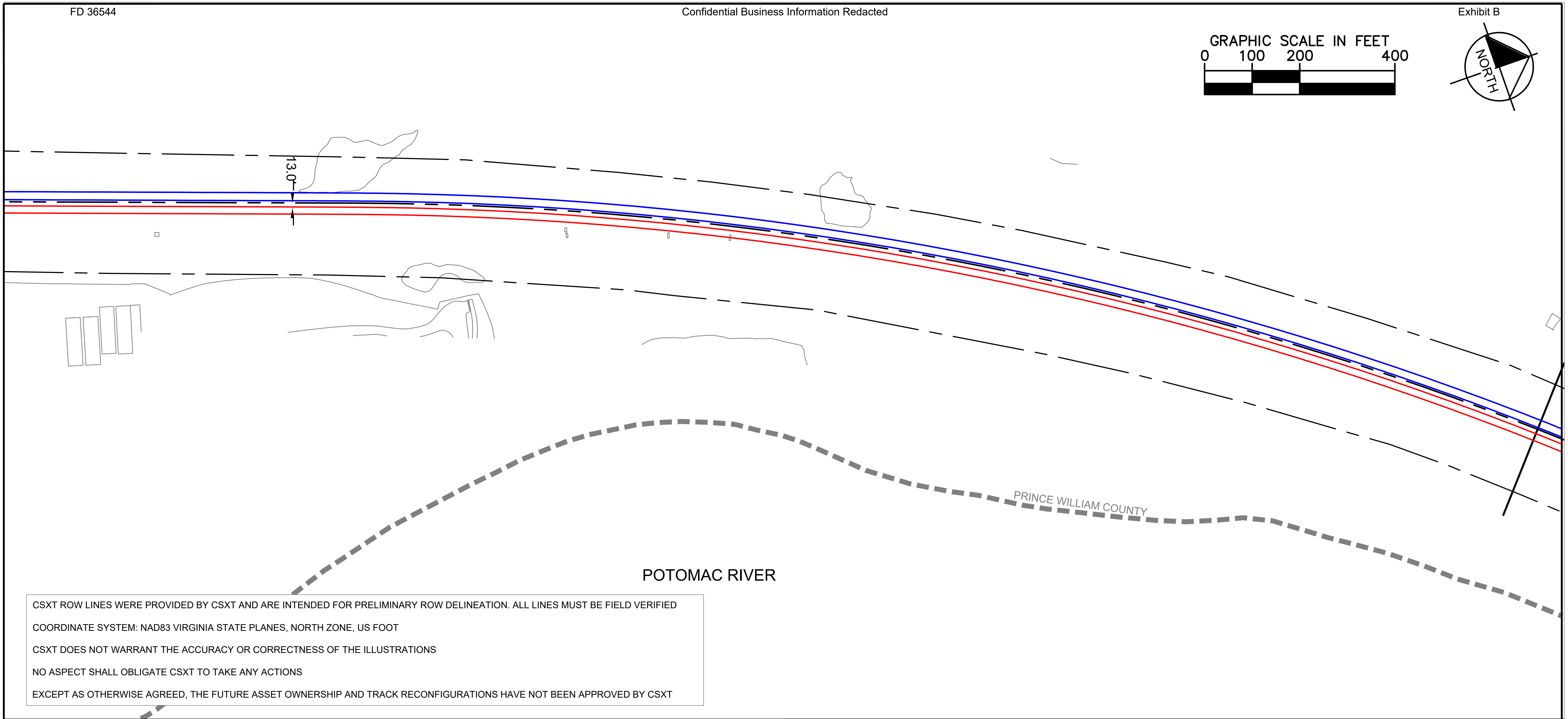
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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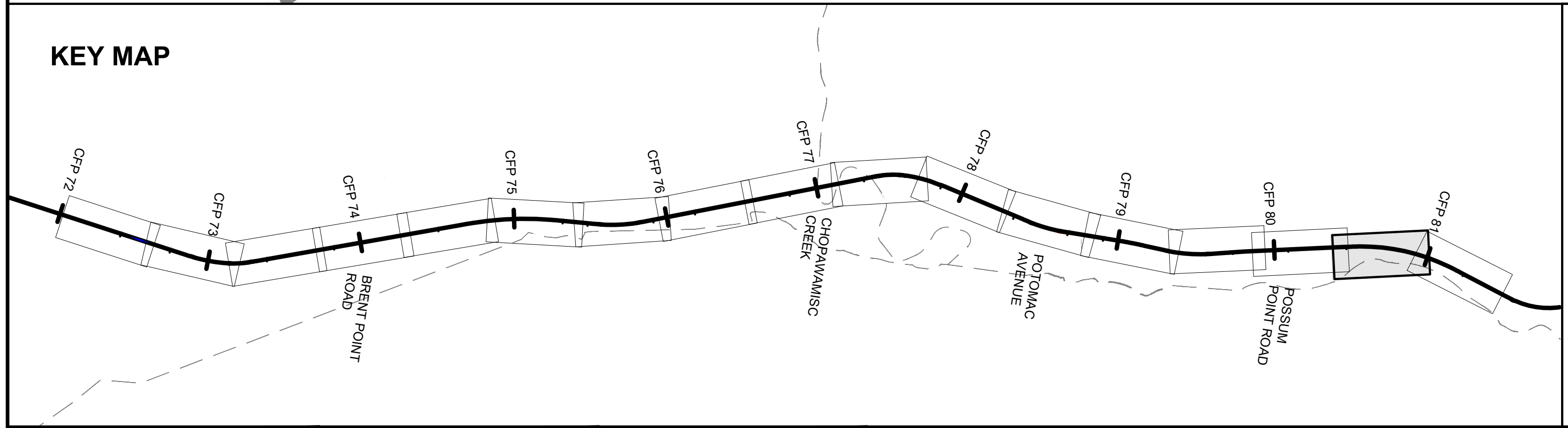
KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28565
DATE: 3/19/2021

SHEET
EV-068
OF
EV-283

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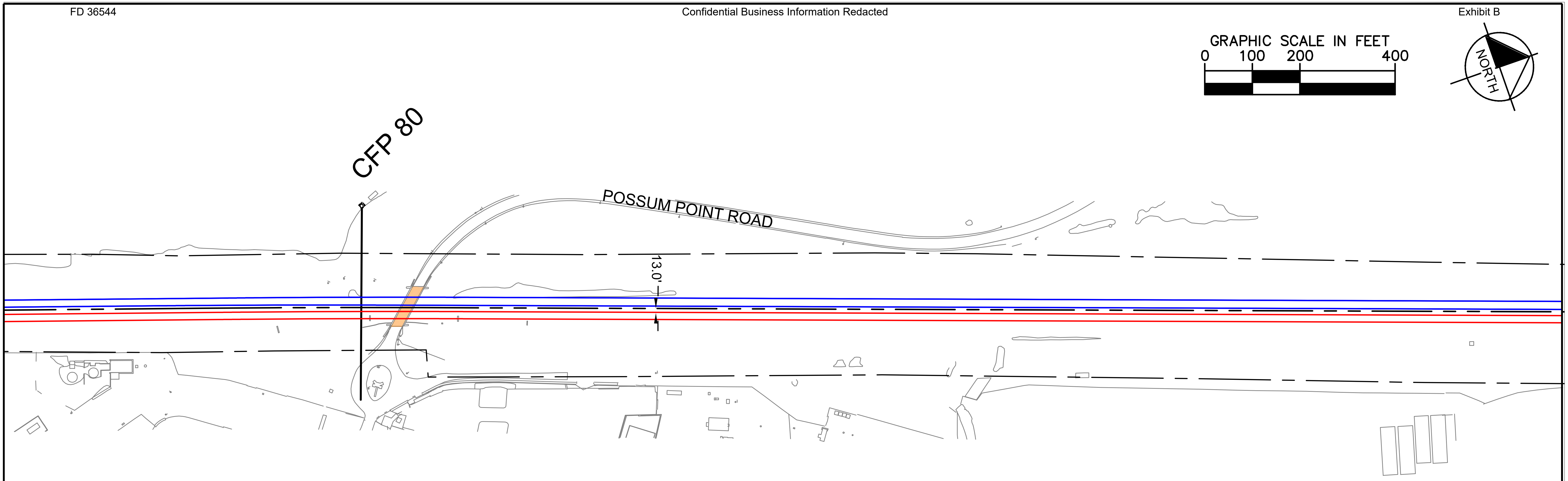

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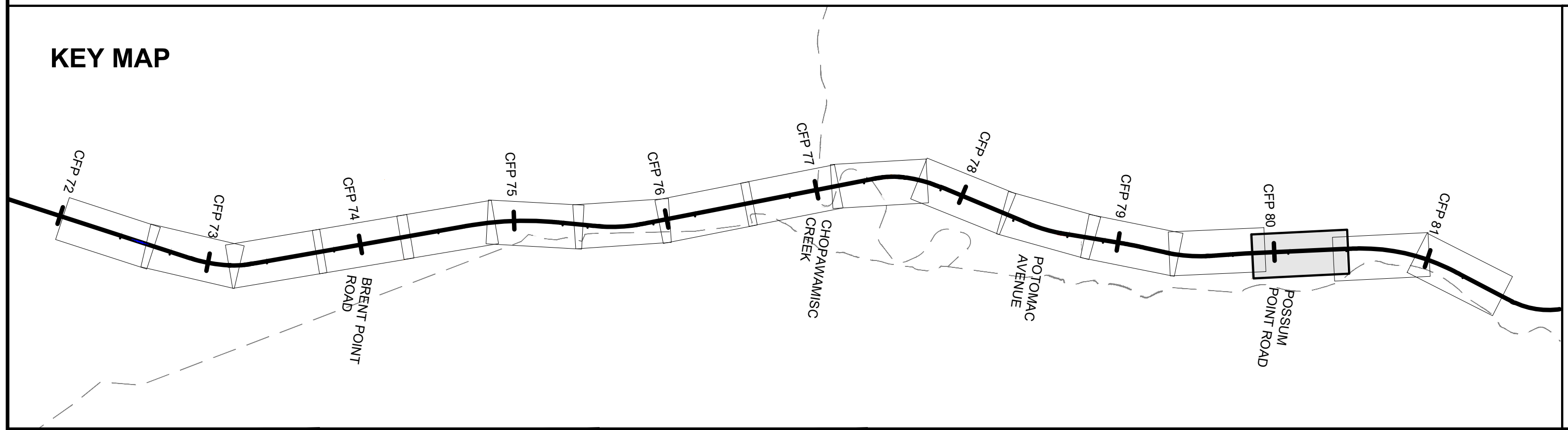

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28565

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-069
OF
EV-283

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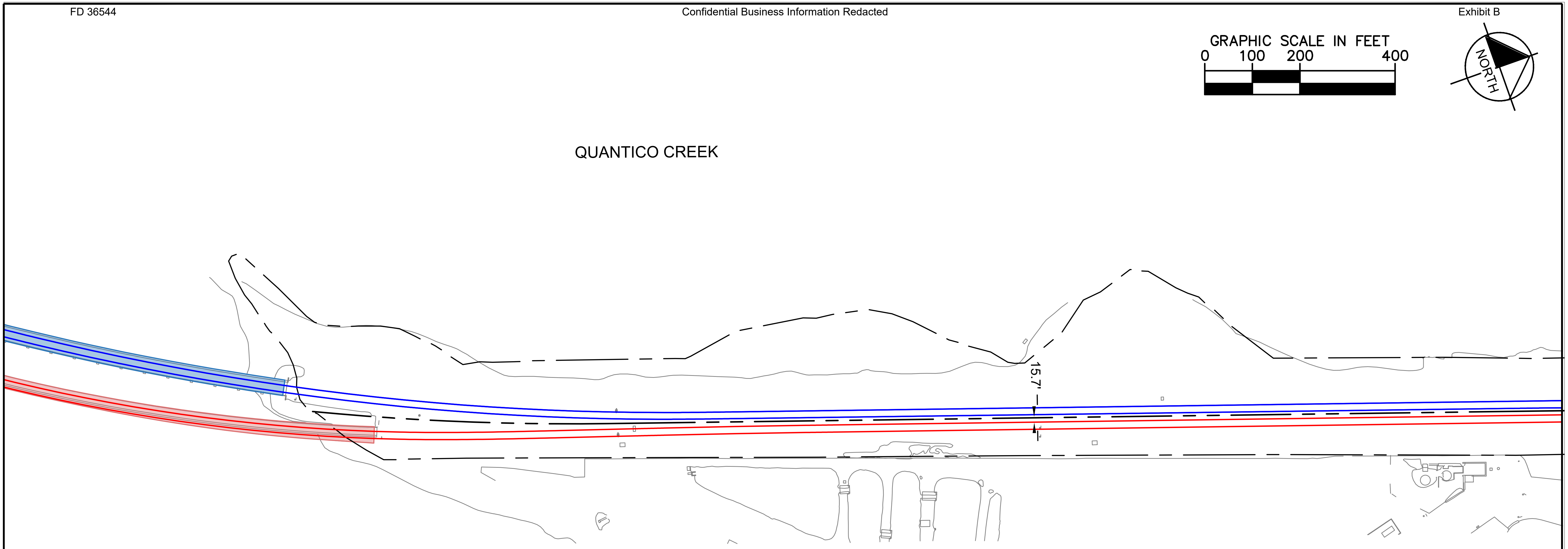
GRAPHIC SCALE IN FEET
0 100 200 400



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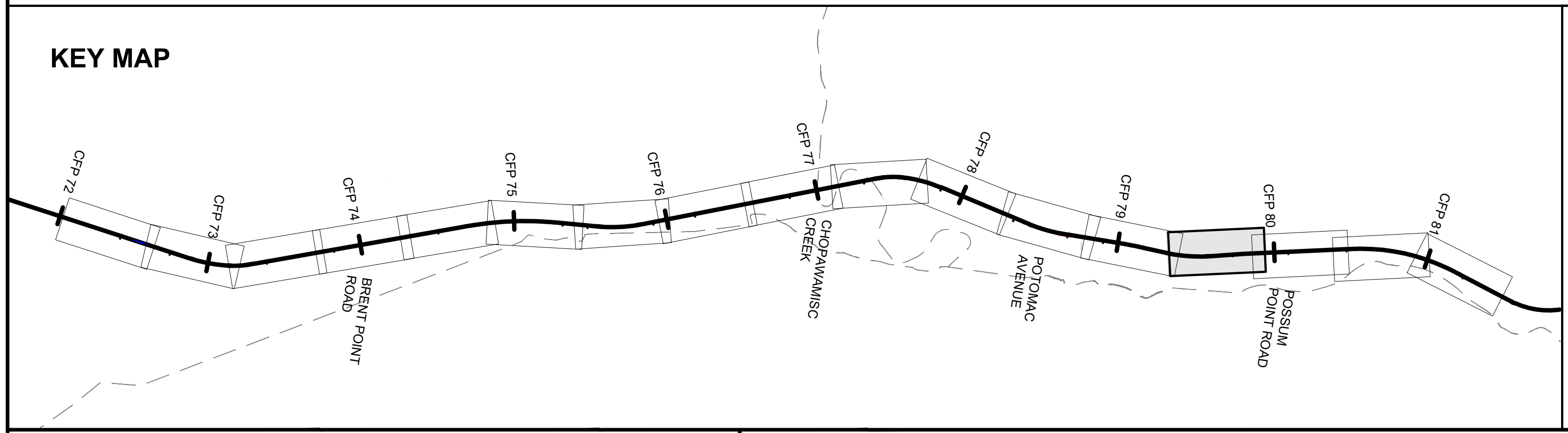

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Prince William County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28564
DATE: 3/19/2021

SHEET
EV-070
OF
EV-283

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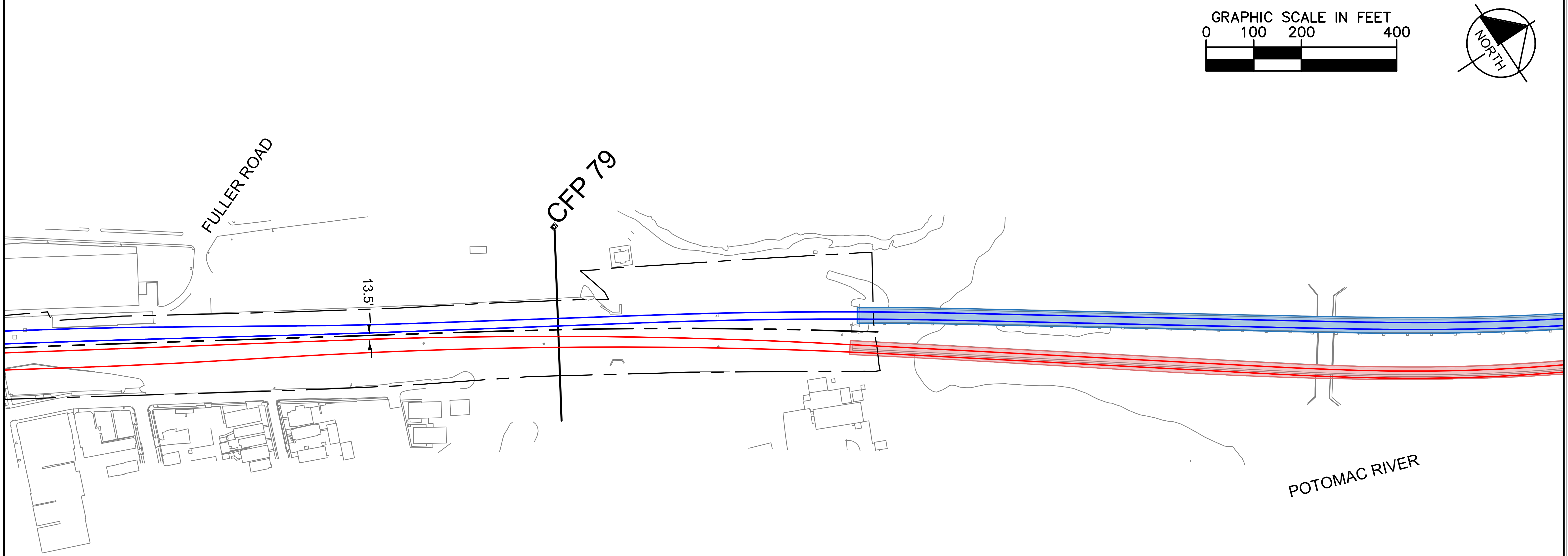
Exhibit B



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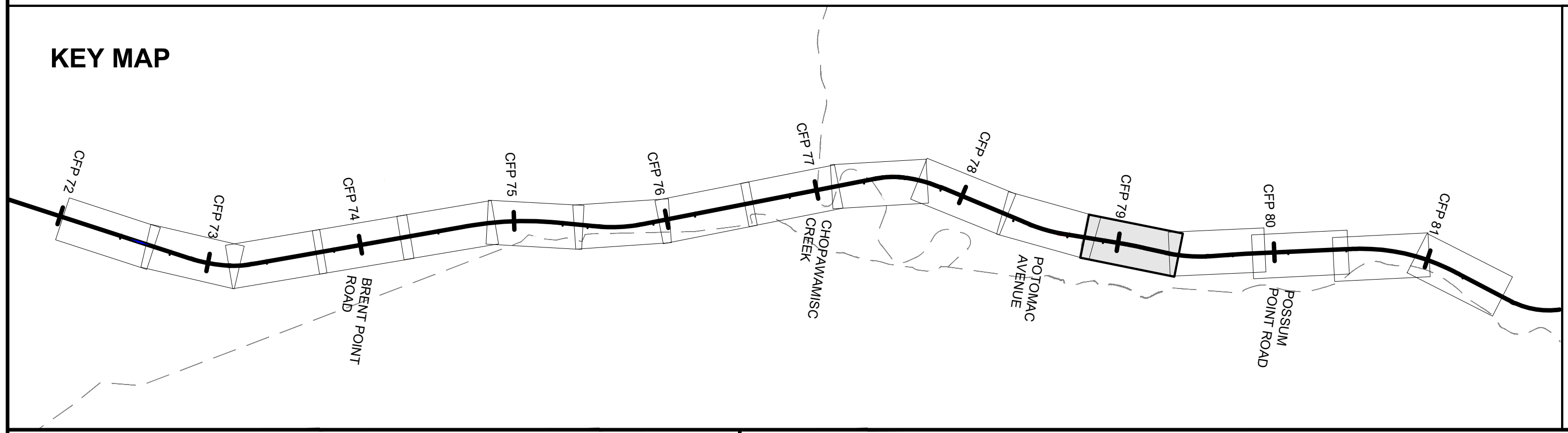

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28564
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-071
OF
EV-283

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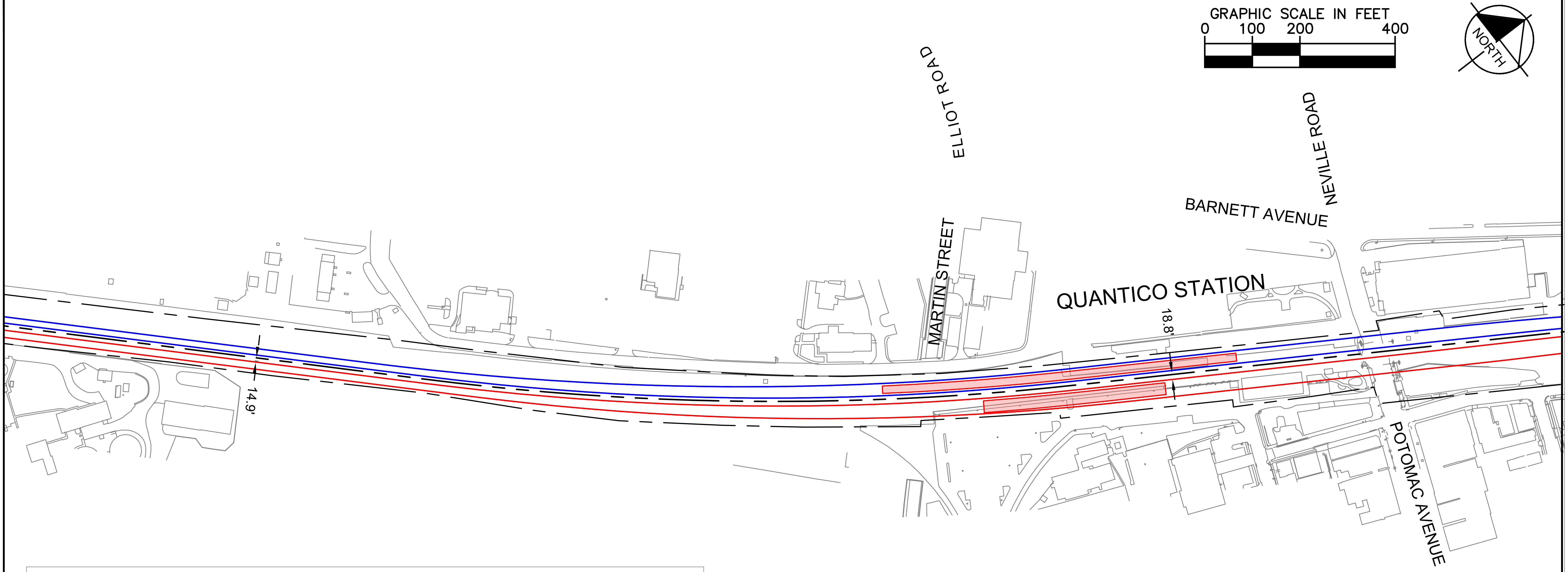

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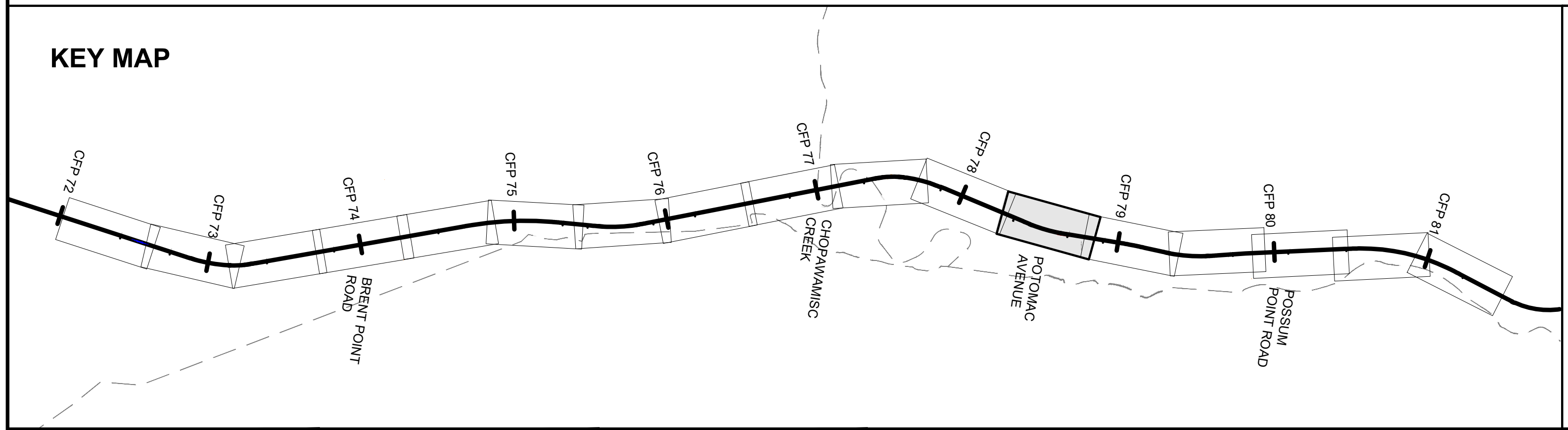

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Prince William County/Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28562
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-072
OF
EV-283

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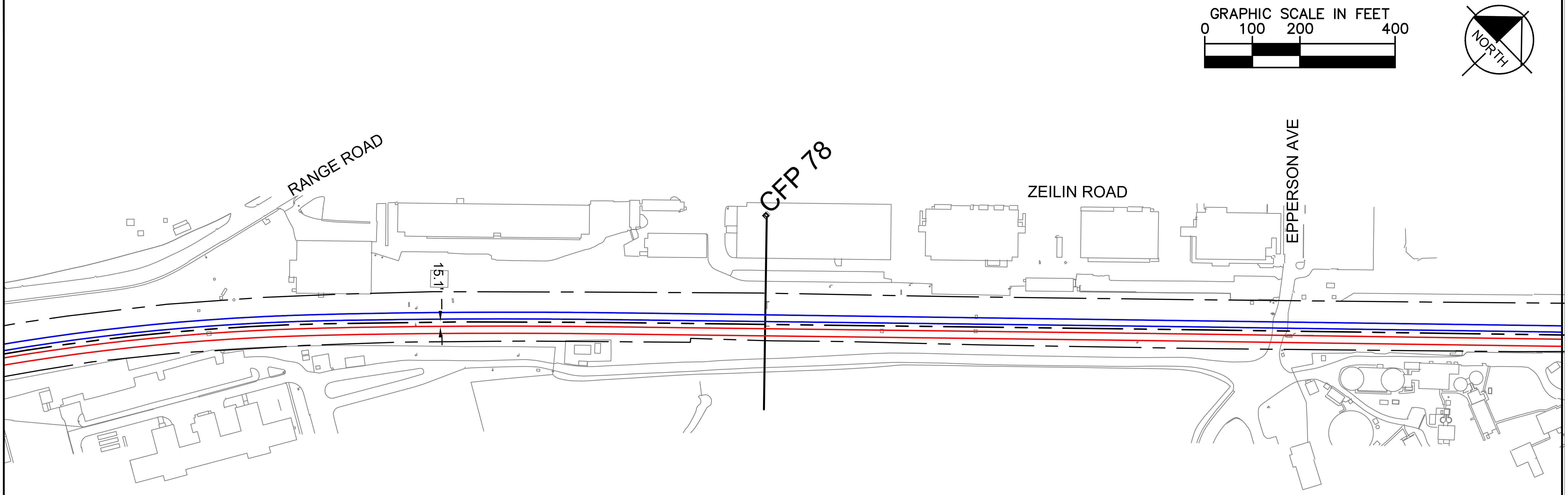

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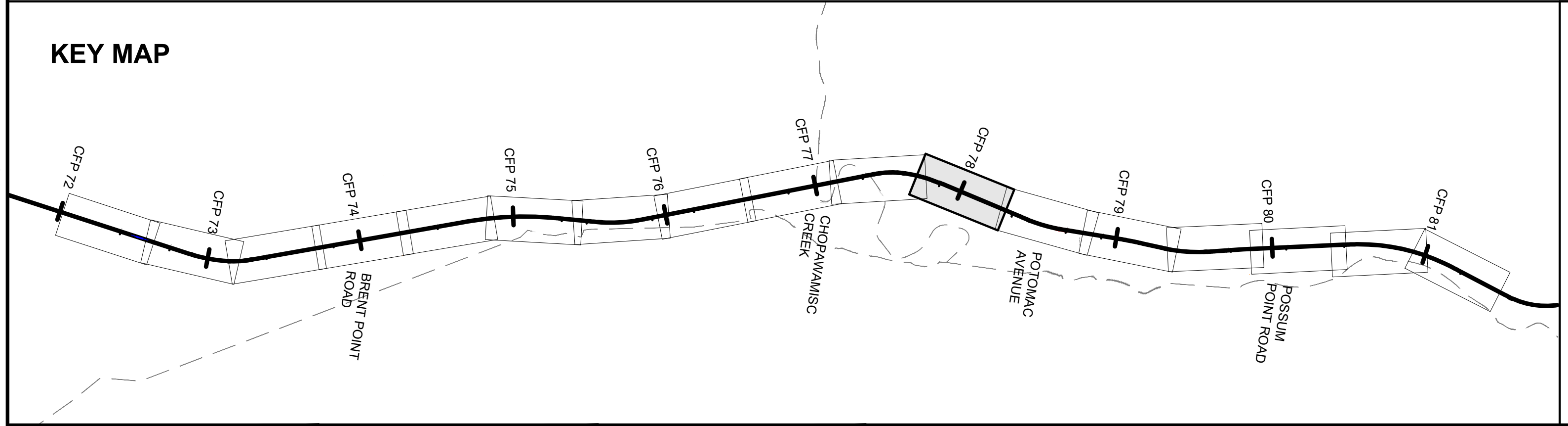

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Prince William County/Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28562
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-073
OF
EV-283

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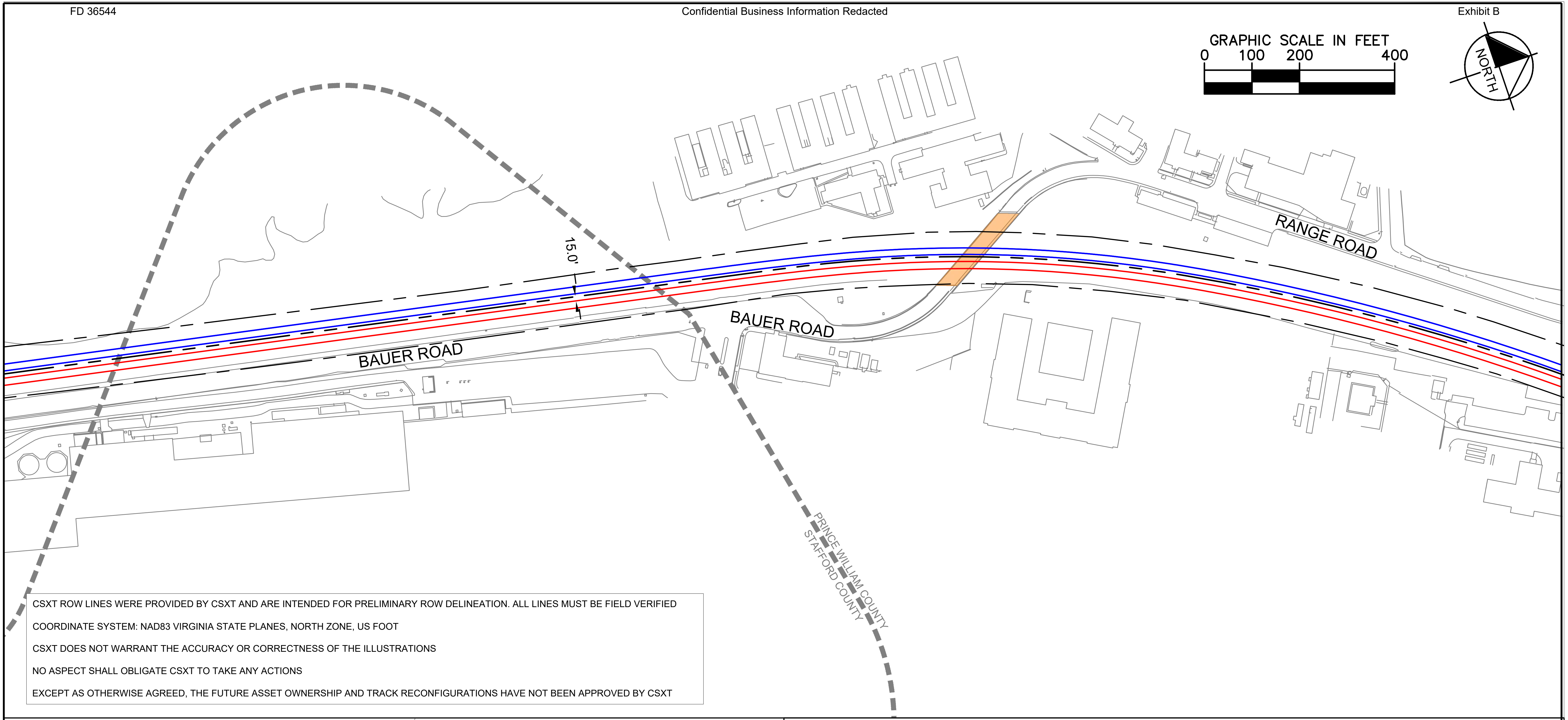
Exhibit B



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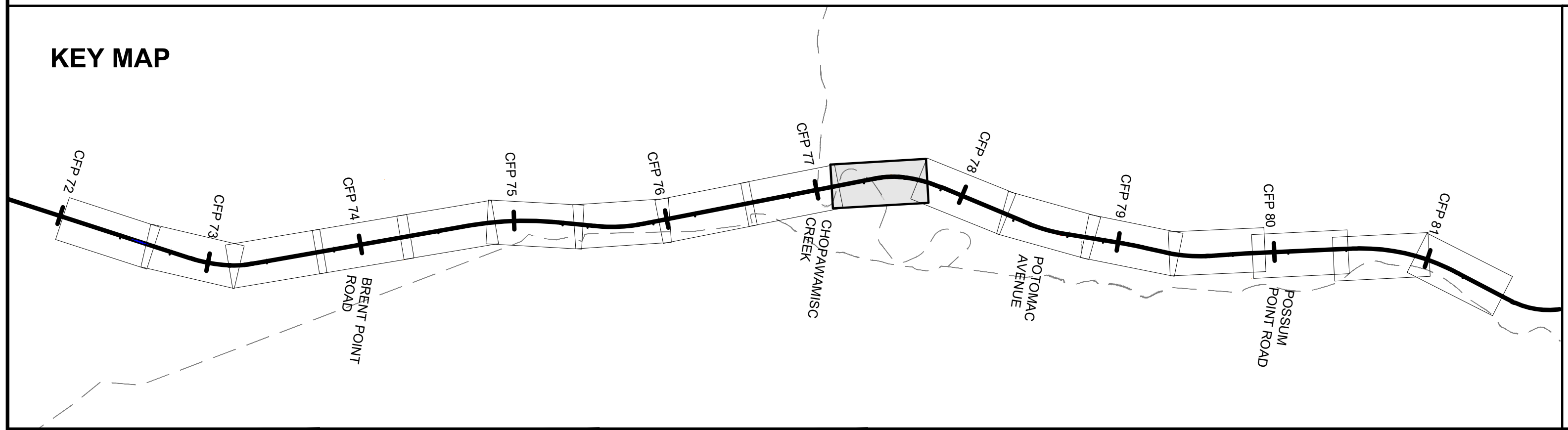

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
■ ■ ■	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28561
DATE: 3/19/2021

SHEET
EV-074
OF
EV-283

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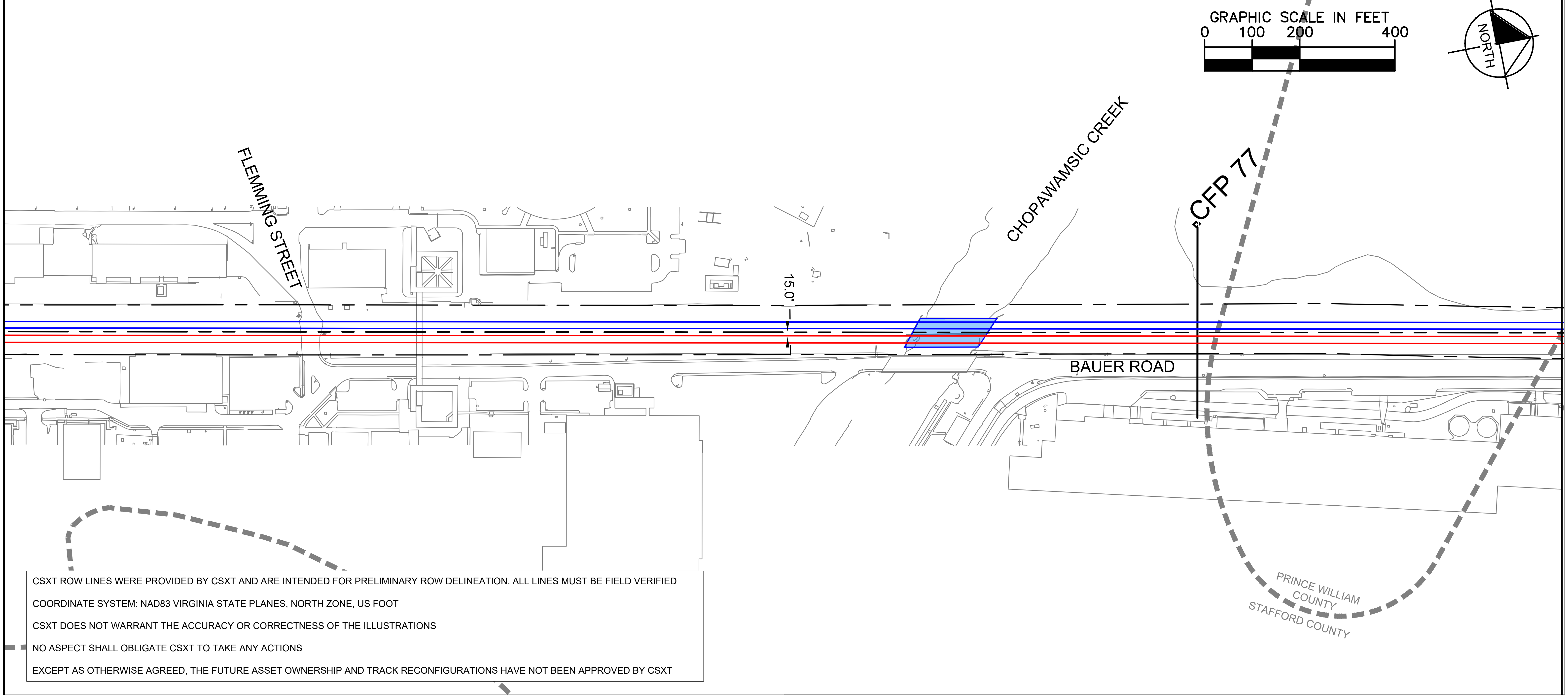

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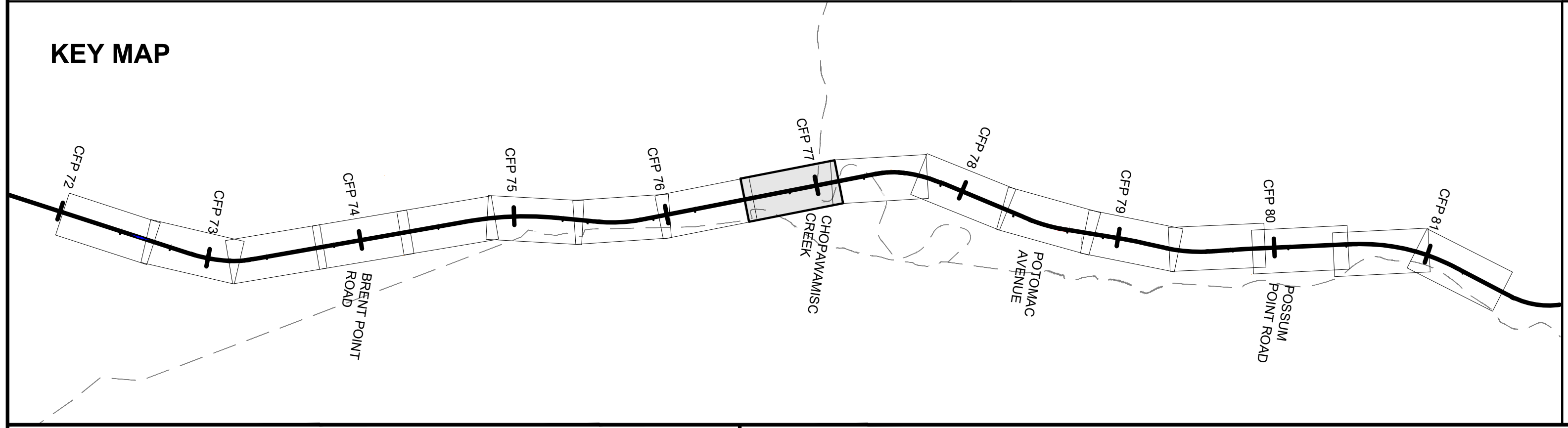

DRPT TRACK

CSXT TRACK

CSXT-DRPT DELINEATION

CSXT ROW

JURISDICTION LINE (FROM GIS)

RETAINING WALL

DRPT BRIDGE

CSXT BRIDGE

STATION PLATFORM

VDOT BRIDGE

POTENTIAL ROW IMPACT

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28561

DATE: 3/19/2021

SHEET
EV-075
OF
EV-283

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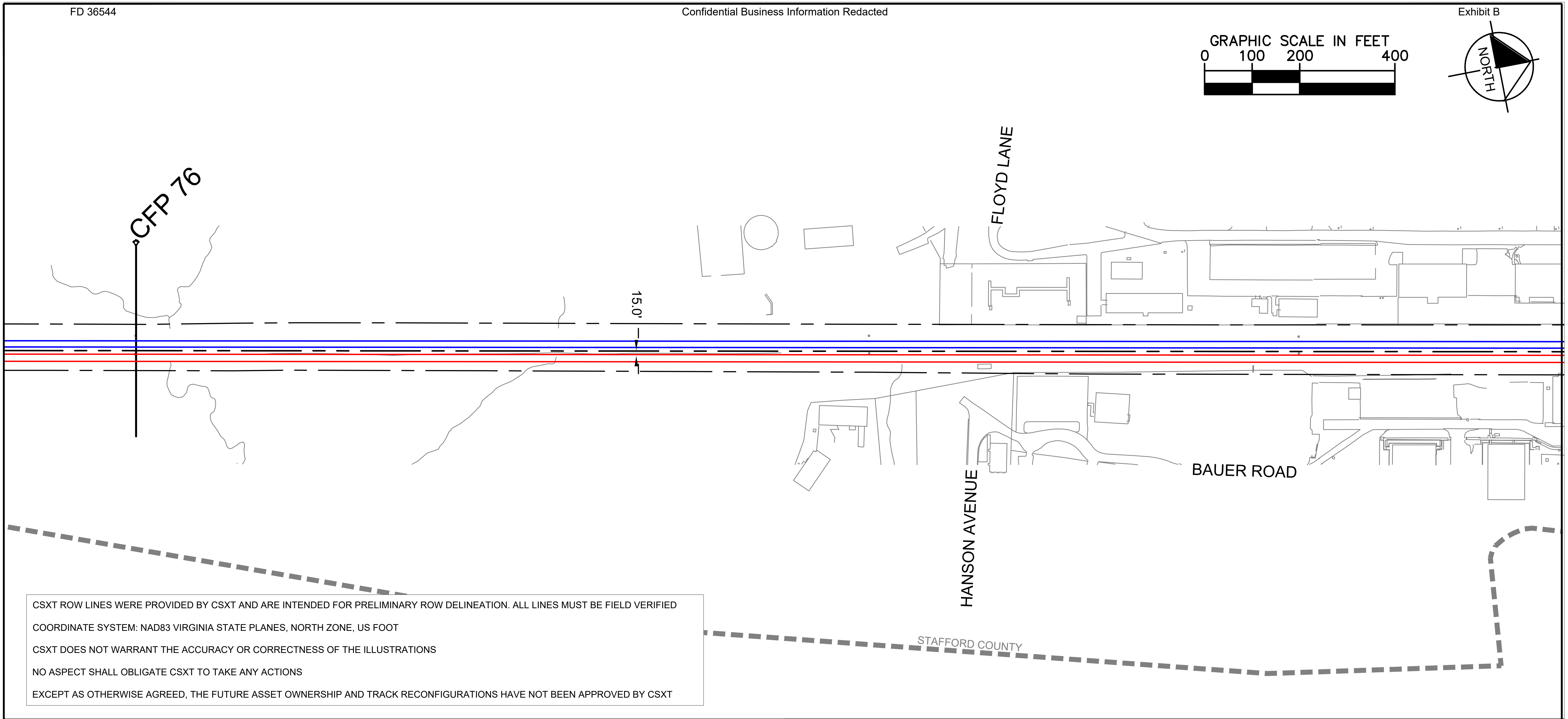

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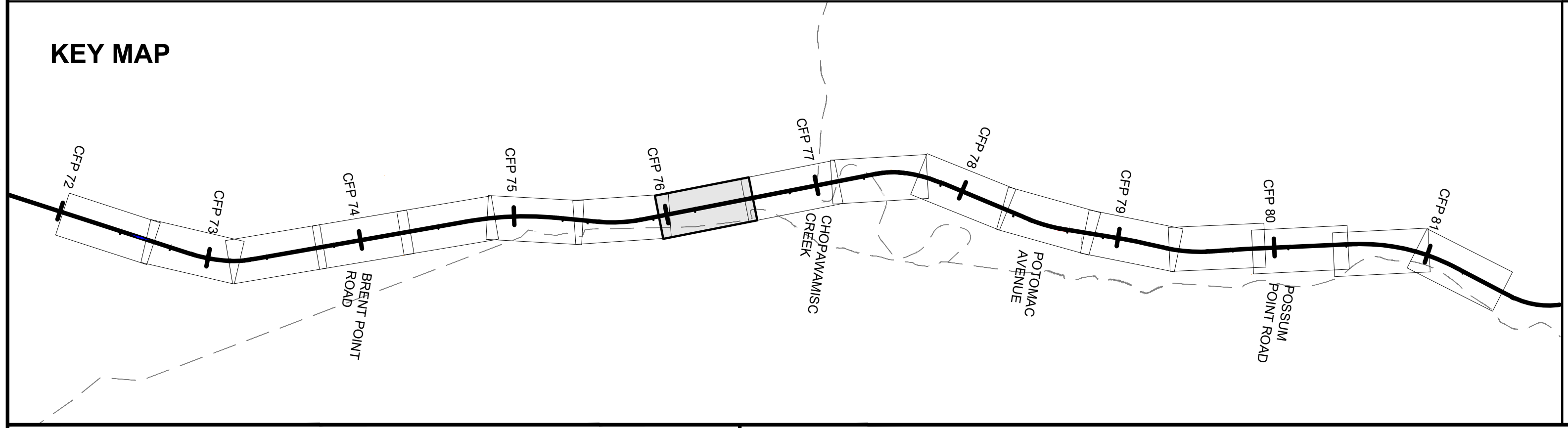

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28561

DATE: 3/19/2021

Kimley»Horn

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EV-076
OF
EV-283

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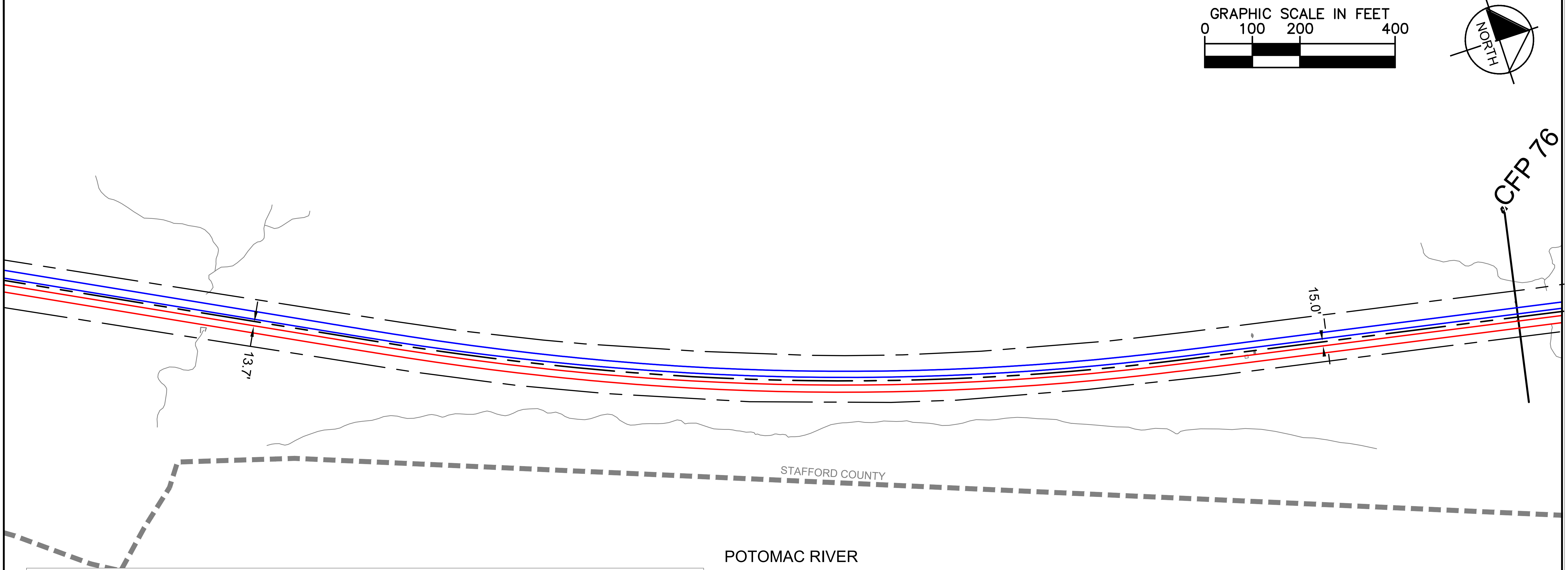

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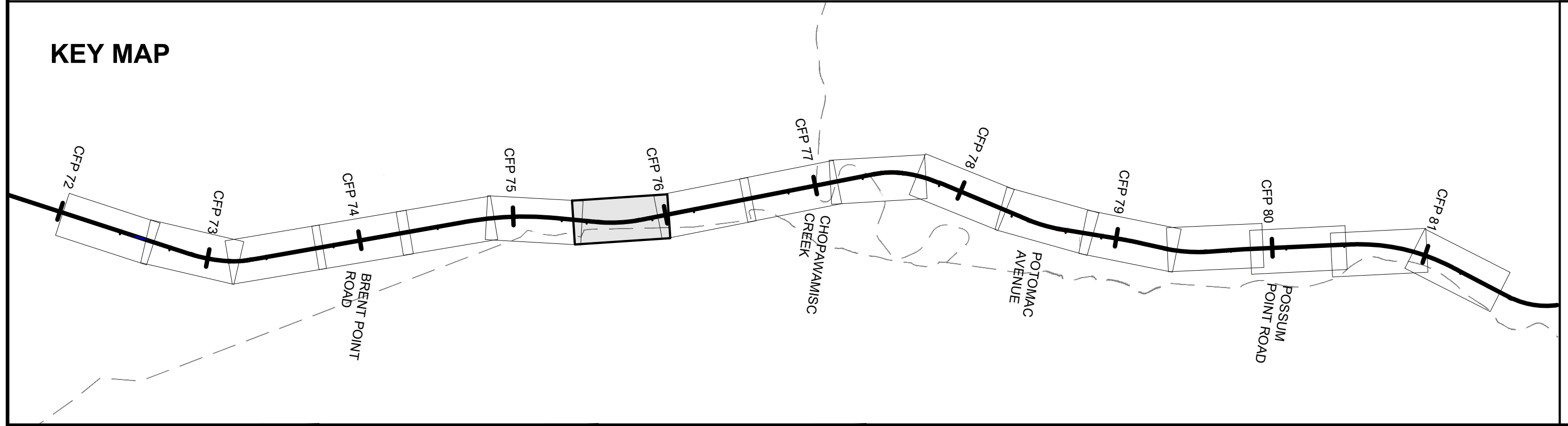

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28687
DATE: 3/19/2021

SHEET
EV-077
OF
EV-283

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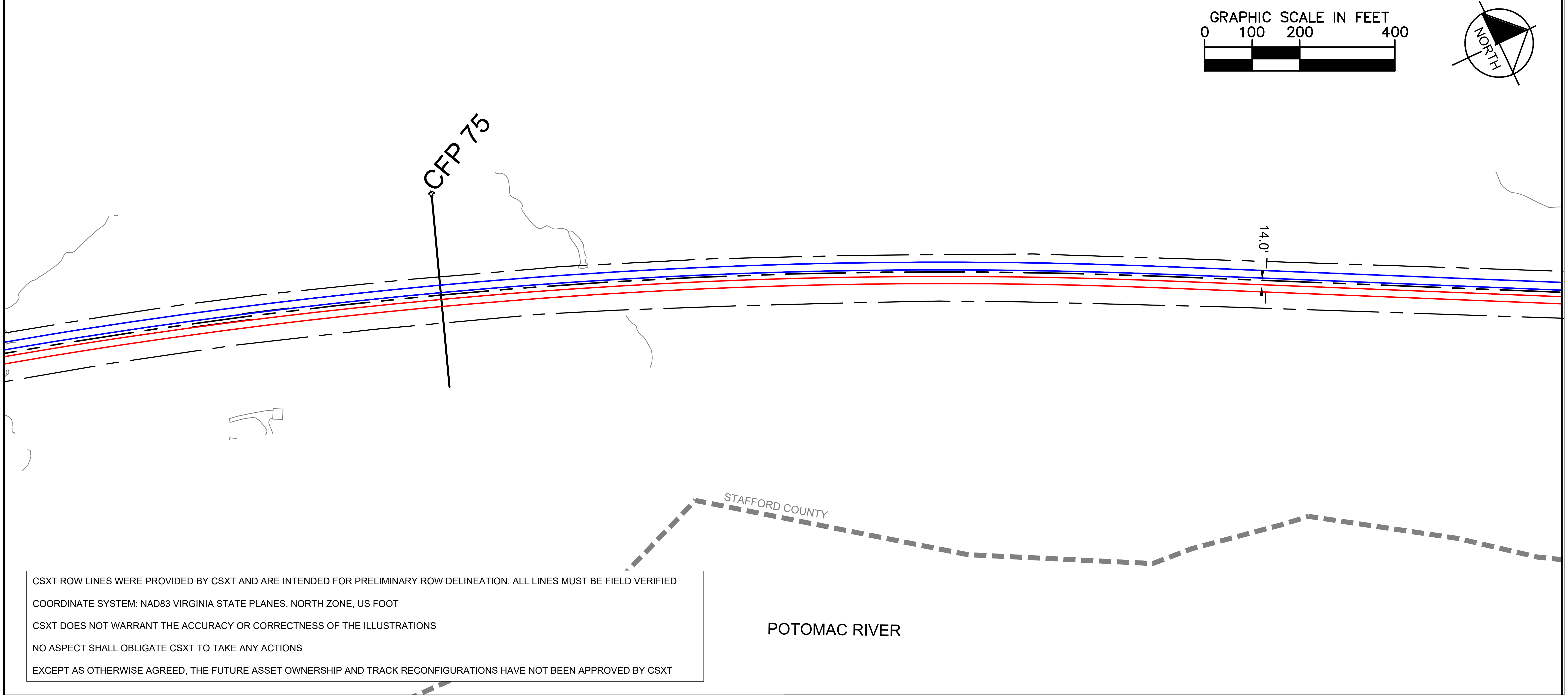

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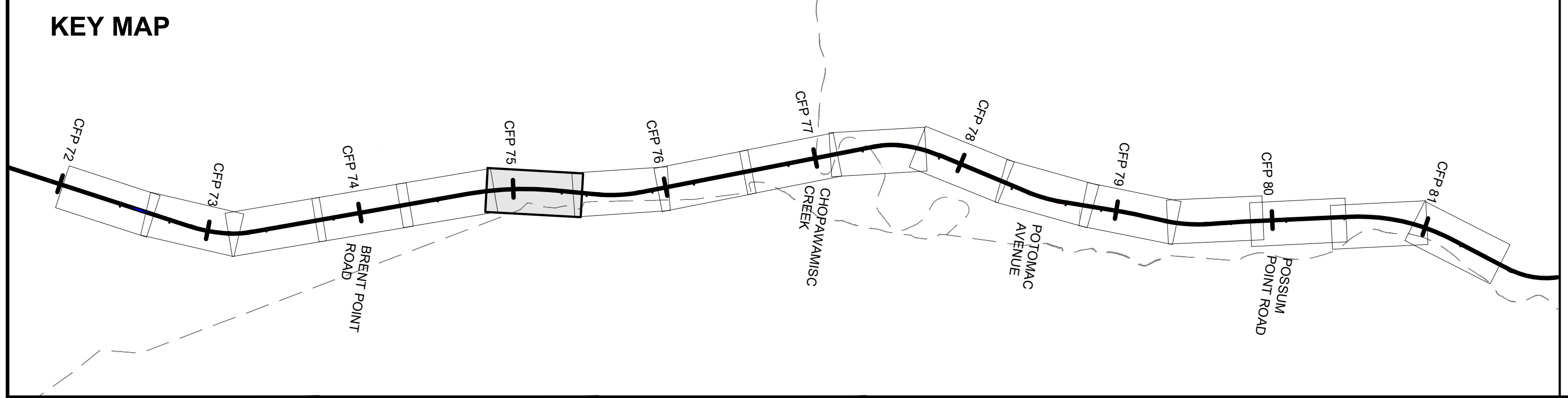

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS

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R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28687
DATE: 3/19/2021

SHEET
EV-078
OF
EV-283

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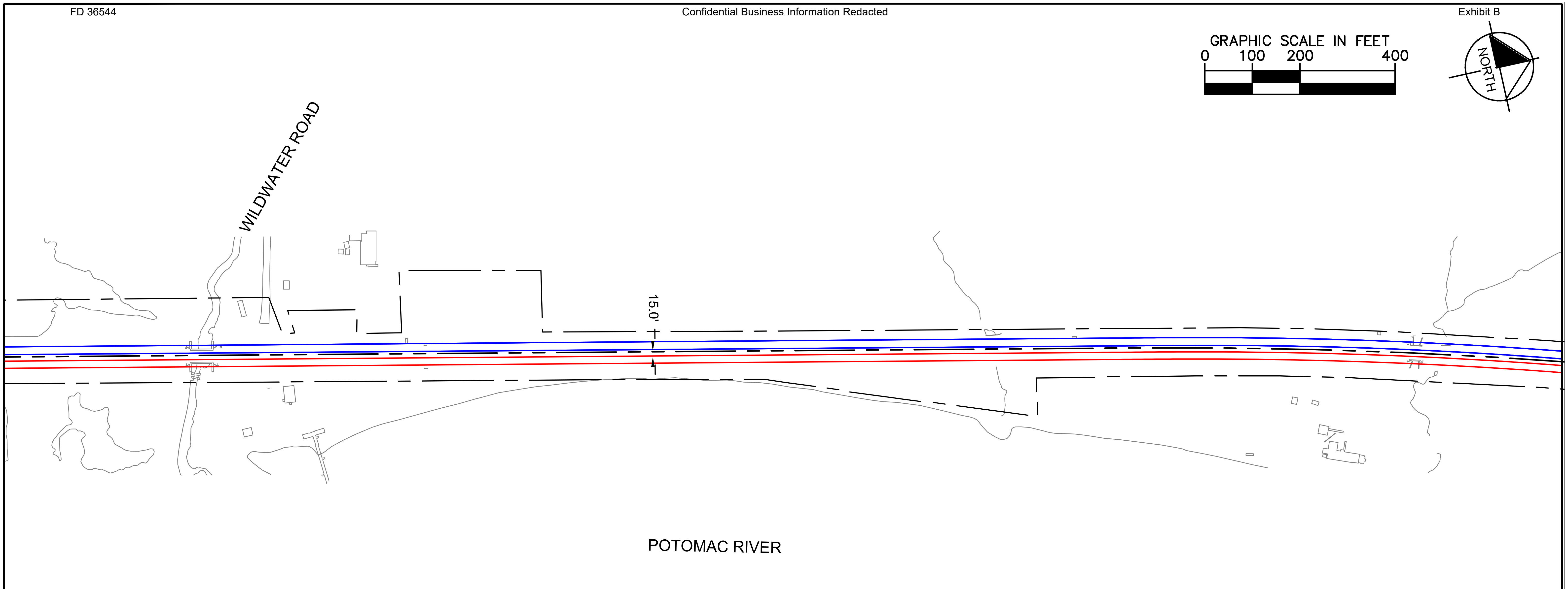

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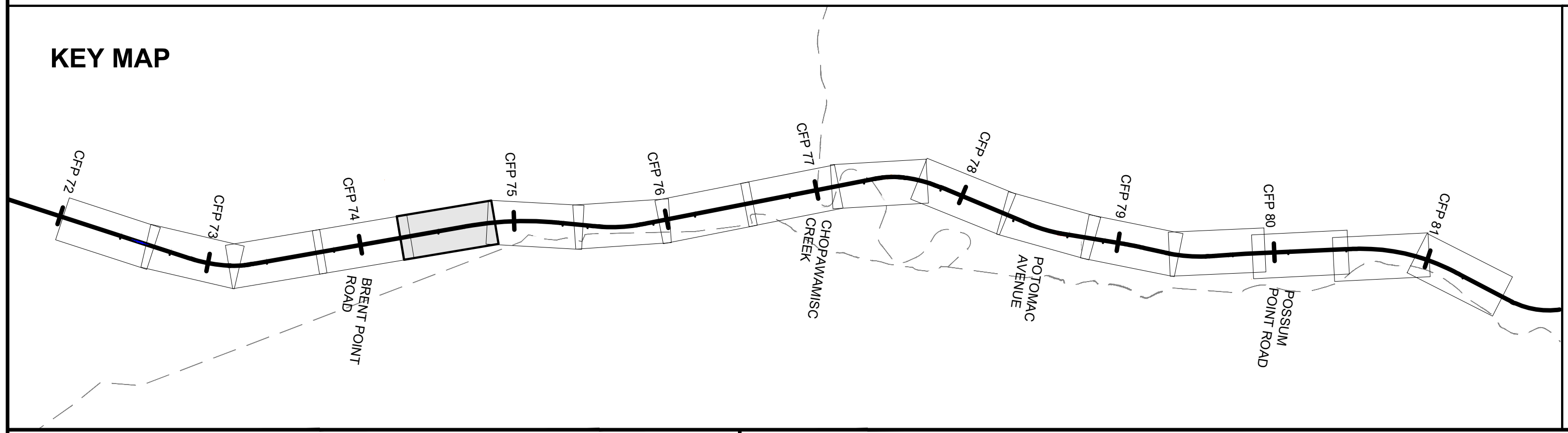

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-079
OF
EV-283

Mar, 19 2021 10:37 am K:\NVA_Transit\11328000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Ownership\R8D–xS–Ownership–Layout.dwg By: SydneyGravitt

FD 36544

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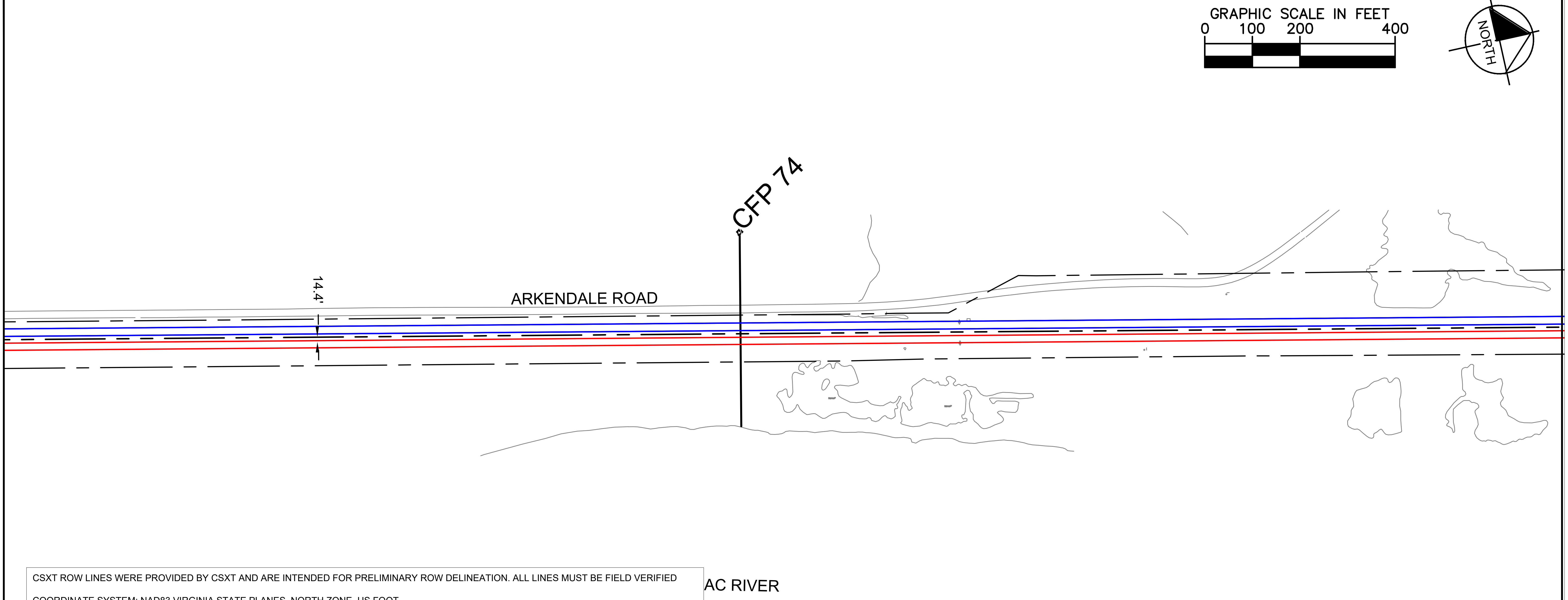
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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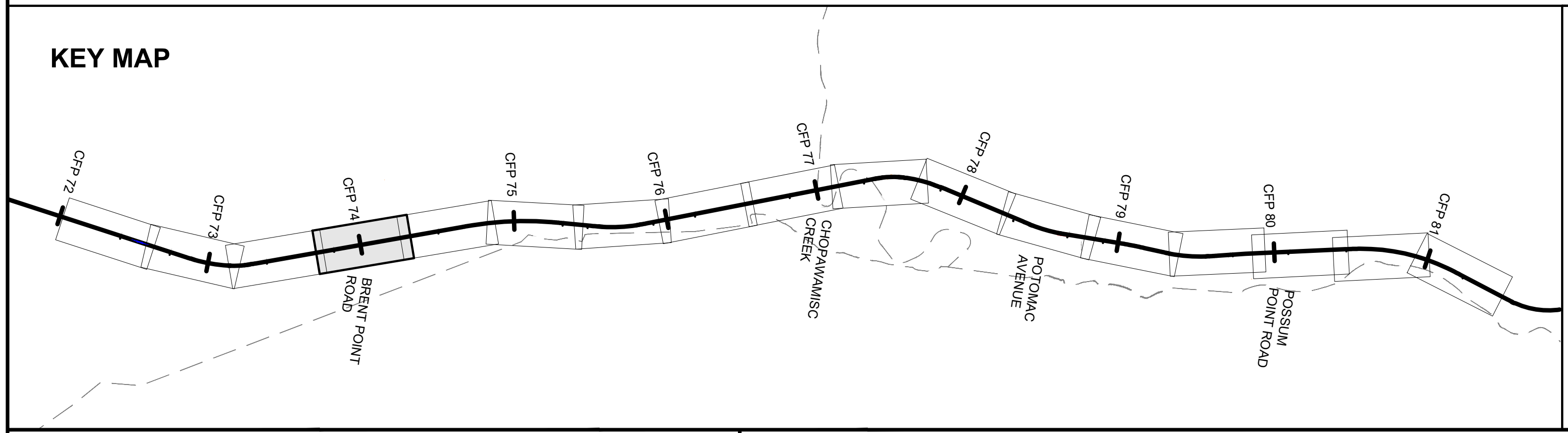

———	DRPT TRACK	🟥	DRPT BRIDGE
———	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
———	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-080
OF
EV-283

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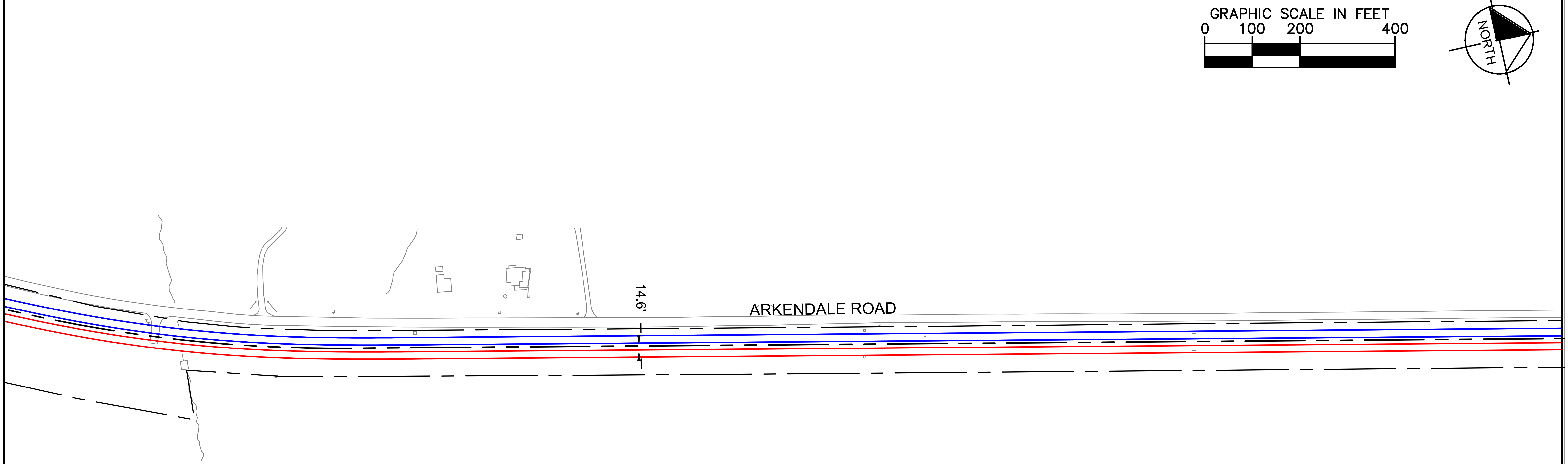

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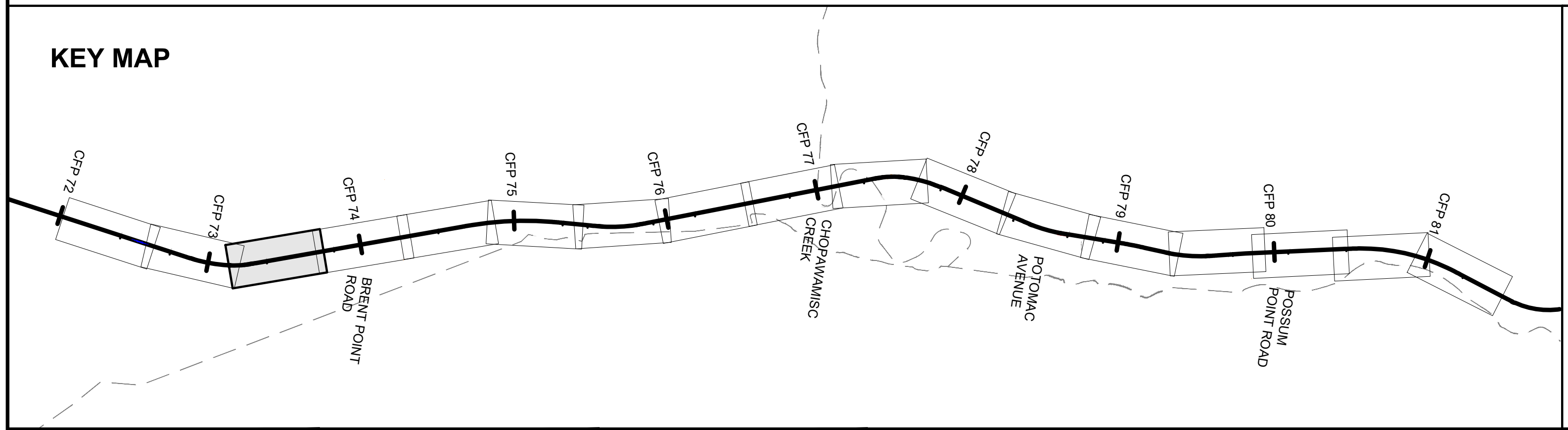

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
——	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-081
OF
EV-283

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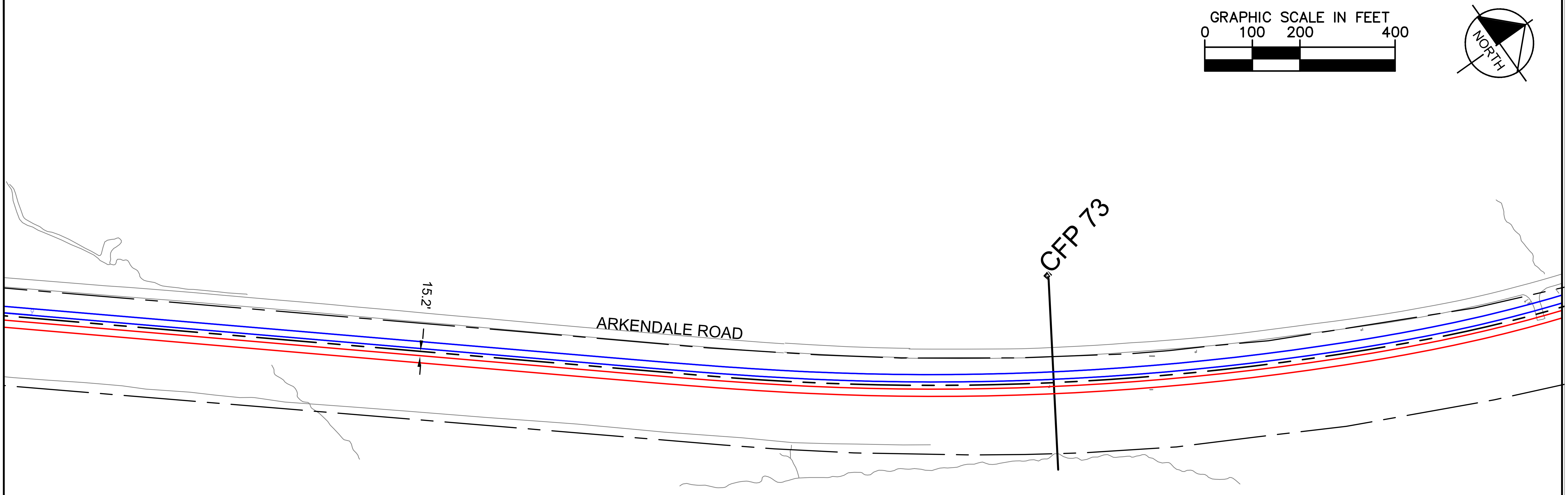

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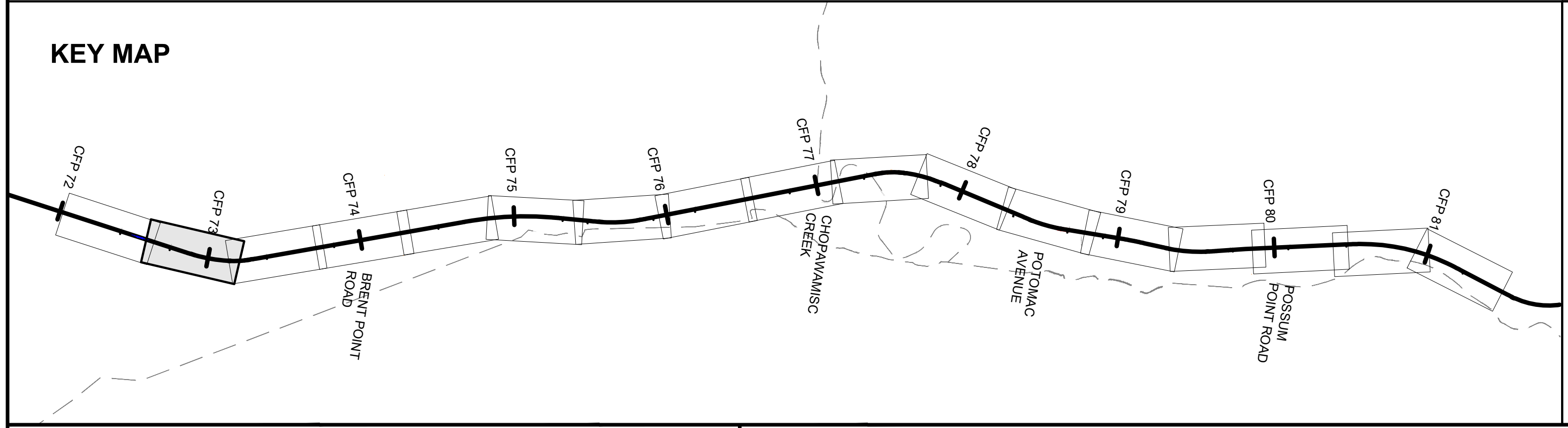

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686
DATE: 3/19/2021

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OF
EV-283

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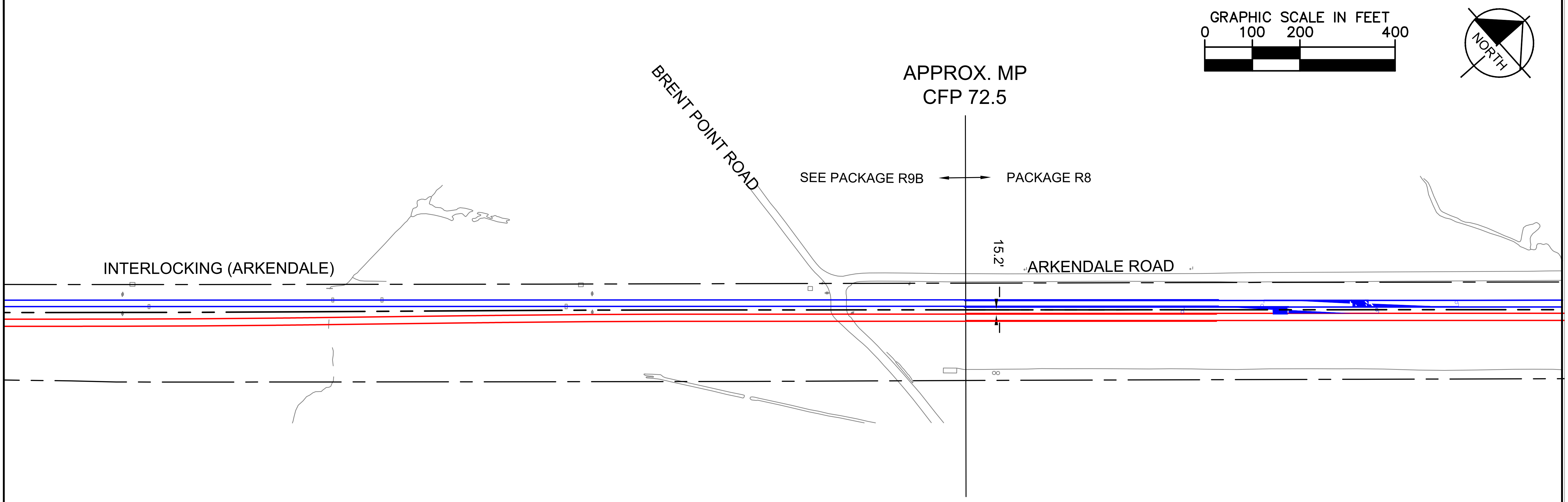

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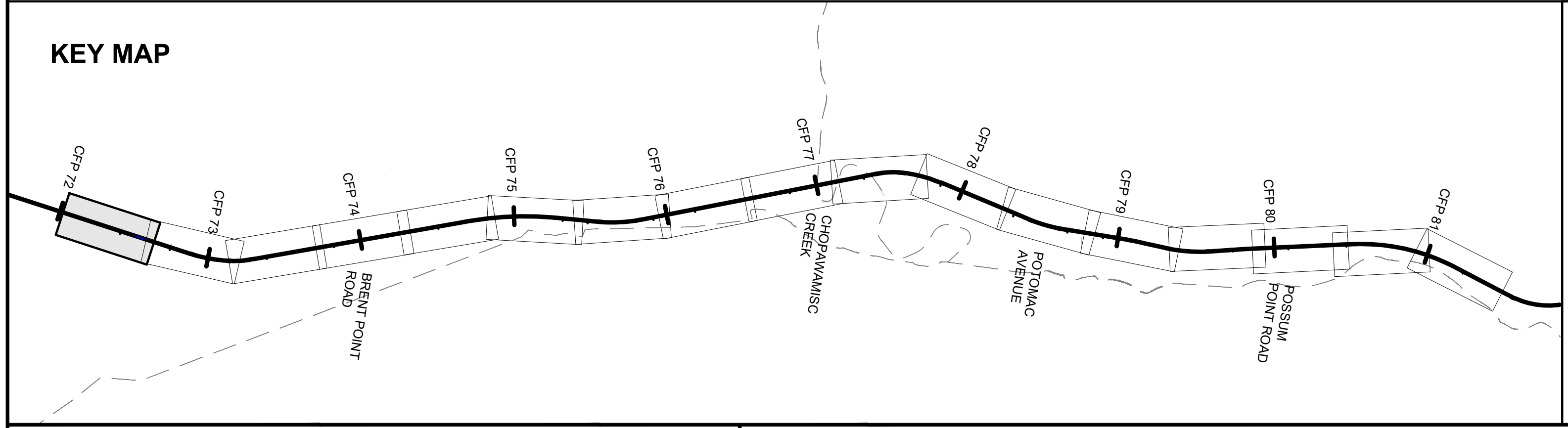

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R8 - ARKENDALE TO POWELLS CREEK THIRD TRACK (PACKAGE 5)

CSXT VAL MAP:V28686
DATE: 3/19/2021

SHEET
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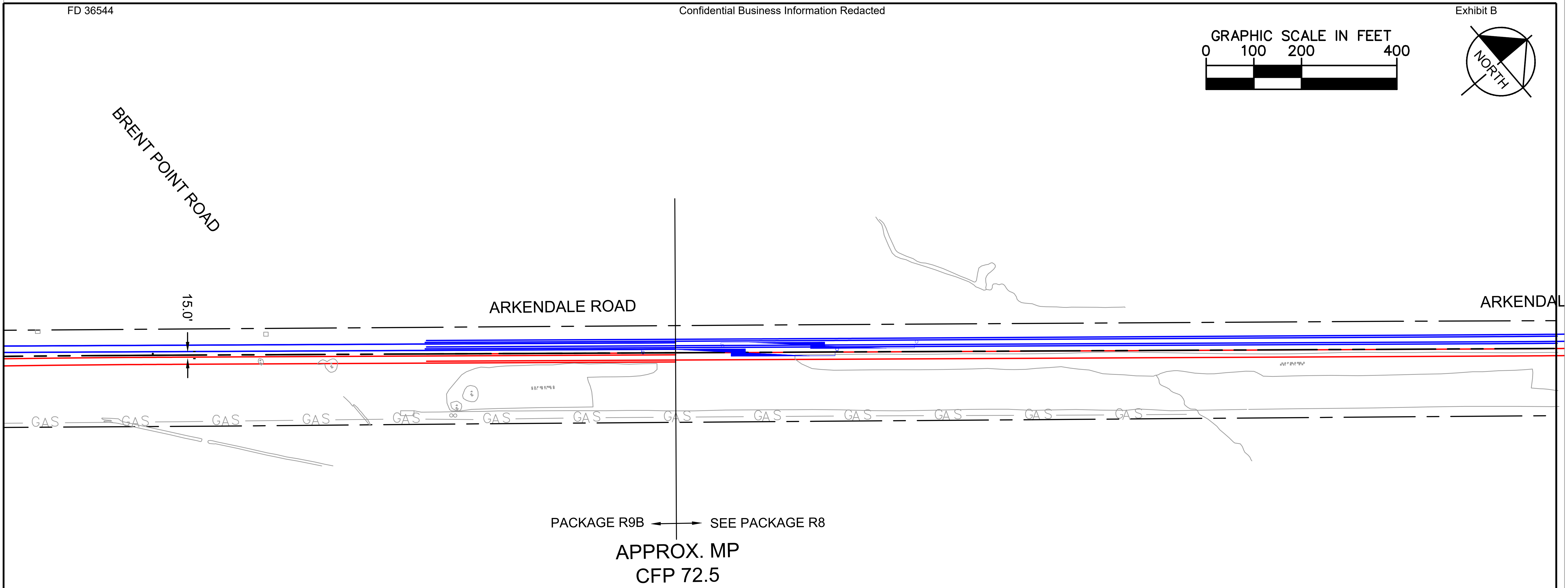
OF
EV-283

Mar, 19 2021 10:37 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R8D_Ark to Powells Creek Pkg 5\CAD\Sheets\Ownership\R8D-XS-Ownership-Layout.dwg By: Sydney.Gravitt



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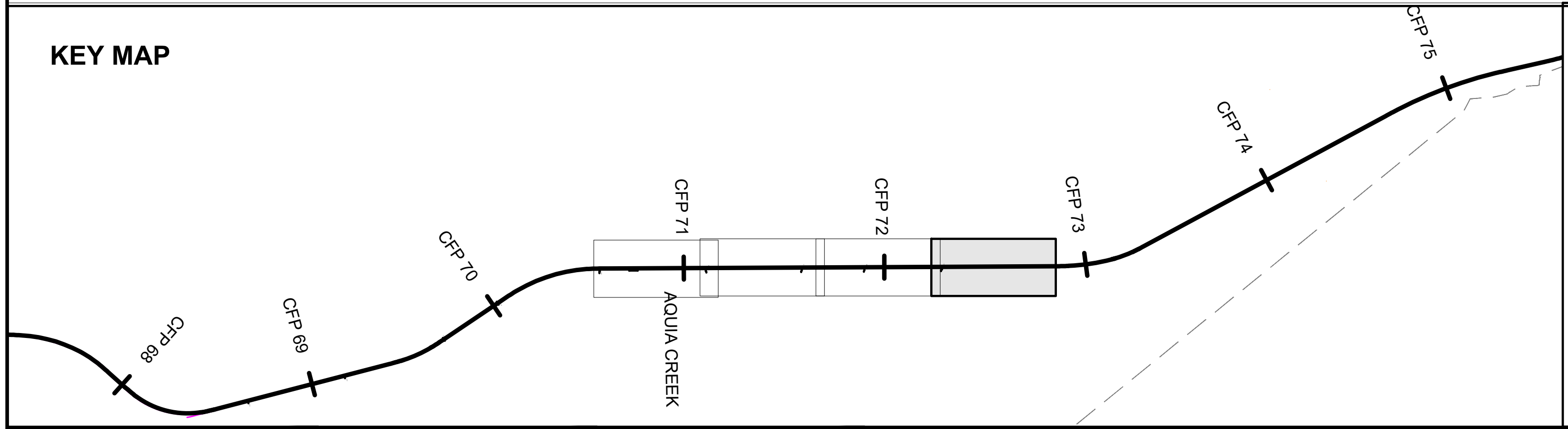

—— DRPT TRACK
—— CSXT TRACK
— - - — CSXT-DRPT DELINEATION
— - — CSXT ROW
▬ ▬ ▬ JURISDICTION LINE (FROM GIS)
—— RETAINING WALL

🟥 DRPT BRIDGE
🟦 CSXT BRIDGE
🟥 STATION PLATFORM
🟧 VDOT BRIDGE
🟩 POTENTIAL ROW IMPACT

JURISDICTION: Stafford County

CSX How tomorrow moves
DRPT

ENHANCED VALUTATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R9B - AQUIA CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28686
DATE: 3/19/2021

Kimley»Horn

SHEET
EV- 084
OF
EV-283

FD 36544

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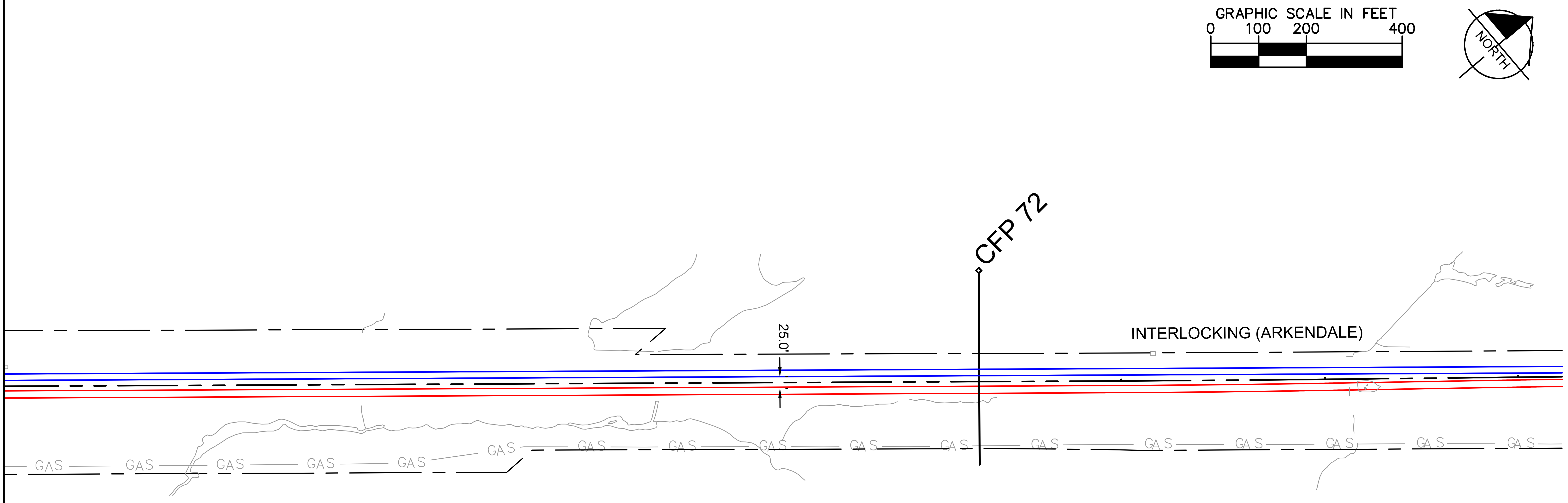
Exhibit B



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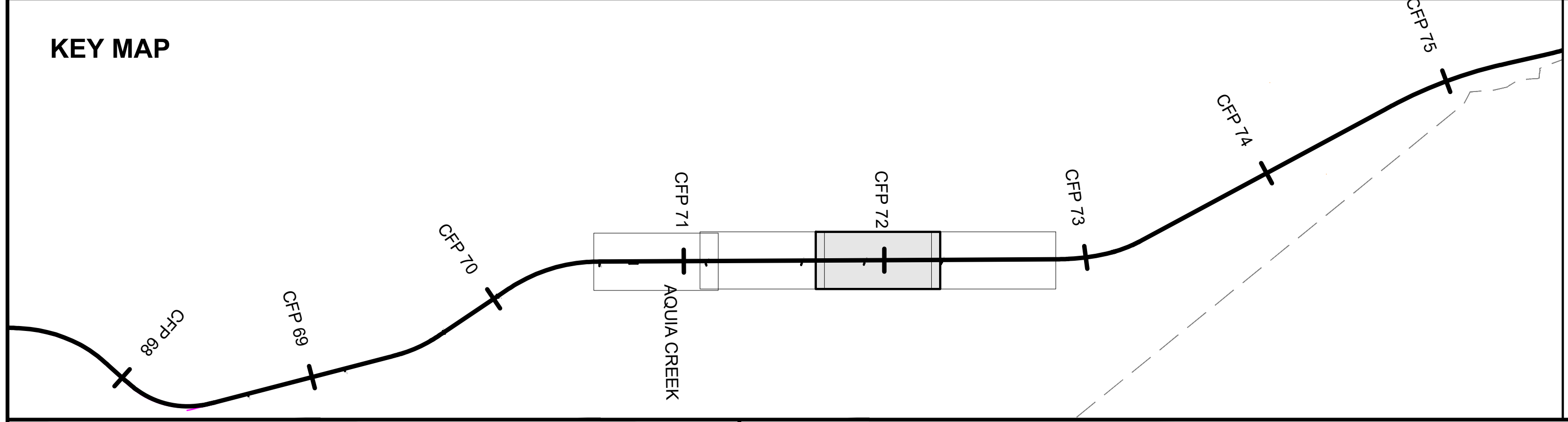


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

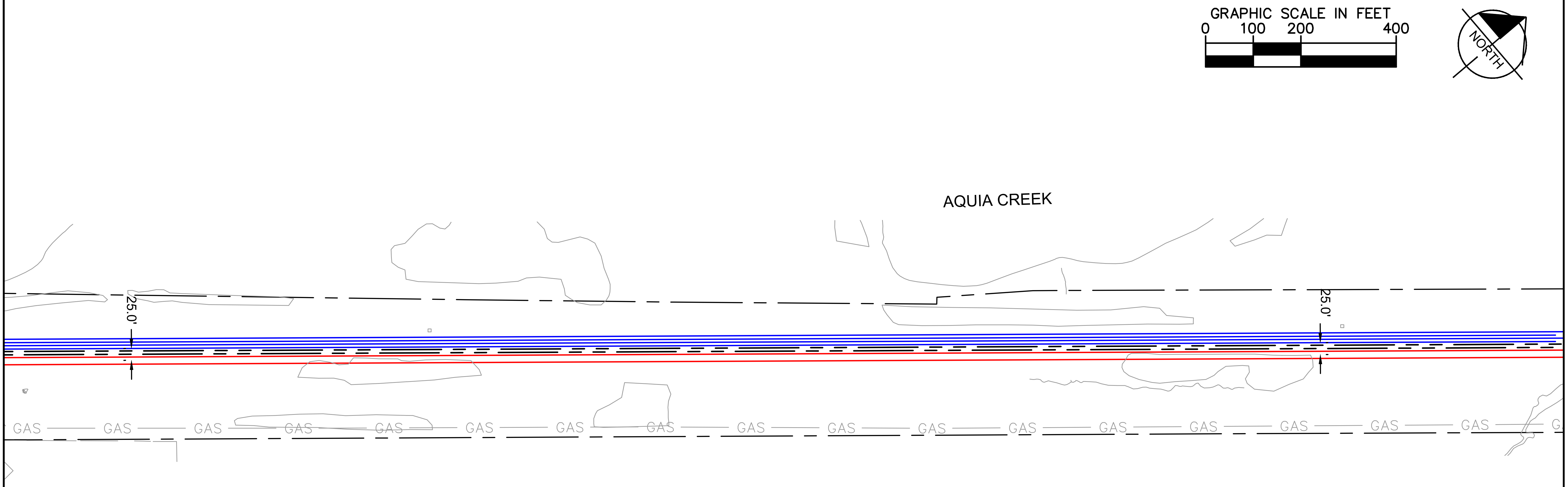
ENHANCED VALUTATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R9B - AQUIA CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28685
DATE: 3/19/2021

SHEET
EV-085
OF
EV-283

Mar, 19 2021 08:05 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R9B_Aquia Creek 3rd Track North–I\CAD\Sheets\Ownership\R9B–xS–Ownership–Layout.dwg By: Sydney.Gravitt

Exhibit B



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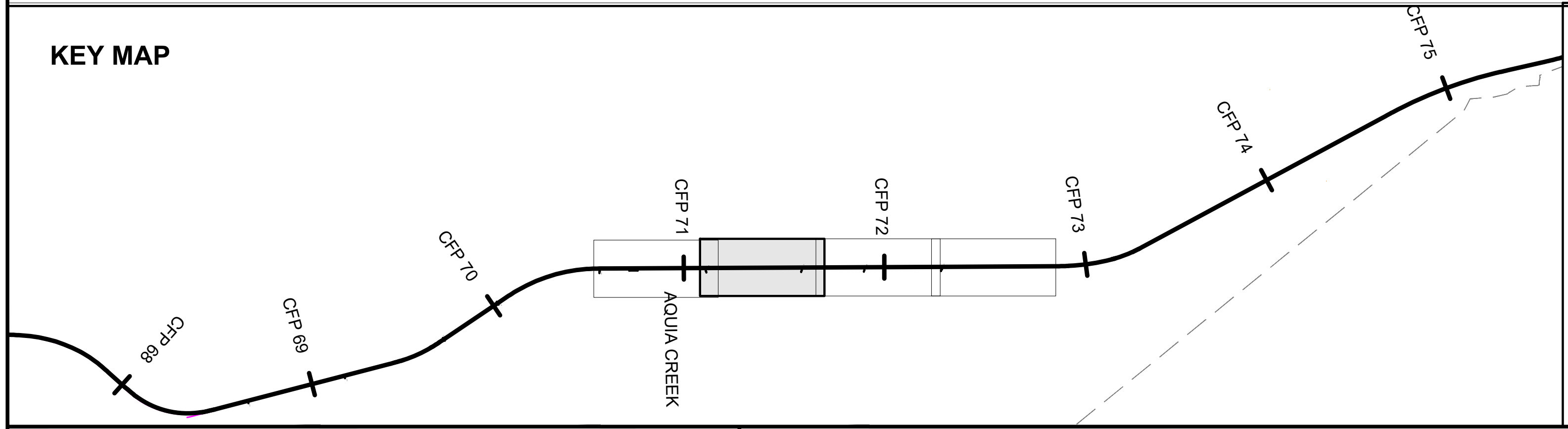


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

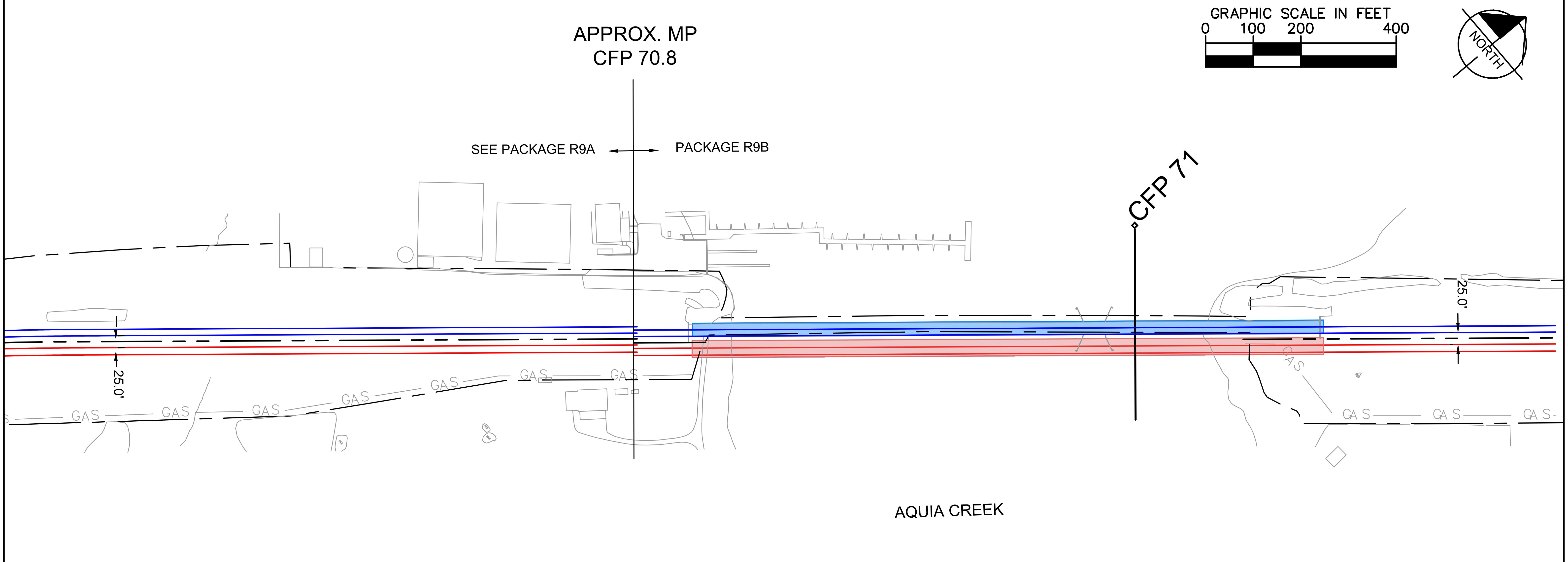
ENHANCED VALUTATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R9B - AQUIA CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28685
DATE: 3/19/2021

Kimley»Horn

SHEET
EV- 086
OF
EV-283

Mar, 19 2021 08:05 am K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R9B_Aquia Creek 3rd Track North-1\CAD\Sheets\Ownership\R9B-xS-Ownership-Layout.dwg By: Sydney.Gravitt



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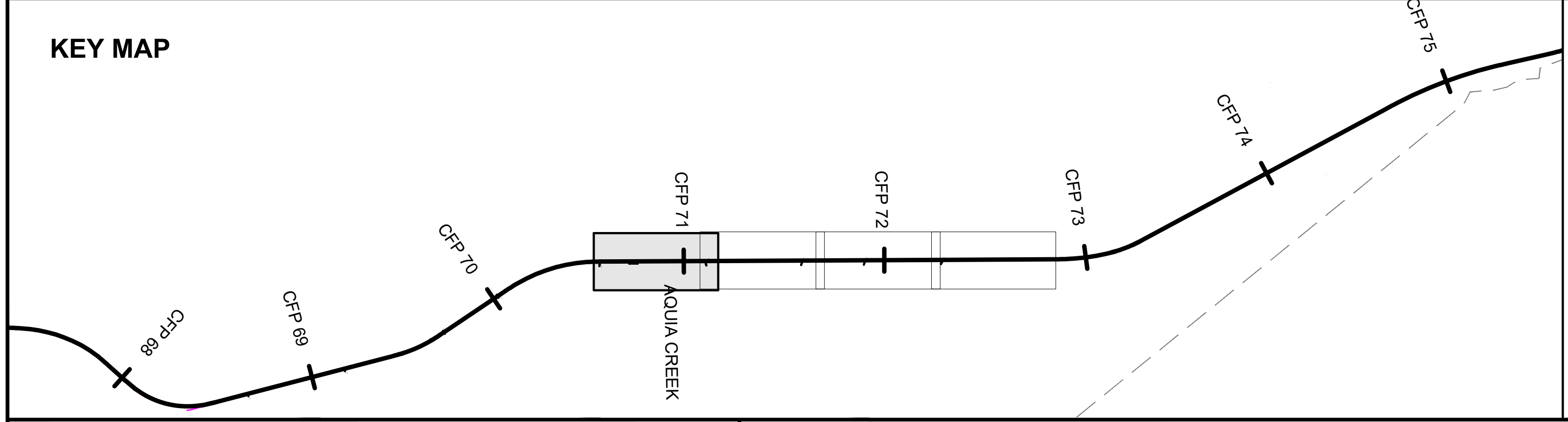

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUTATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R9B - AQUIA CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28685
DATE: 3/19/2021

Kimley»Horn

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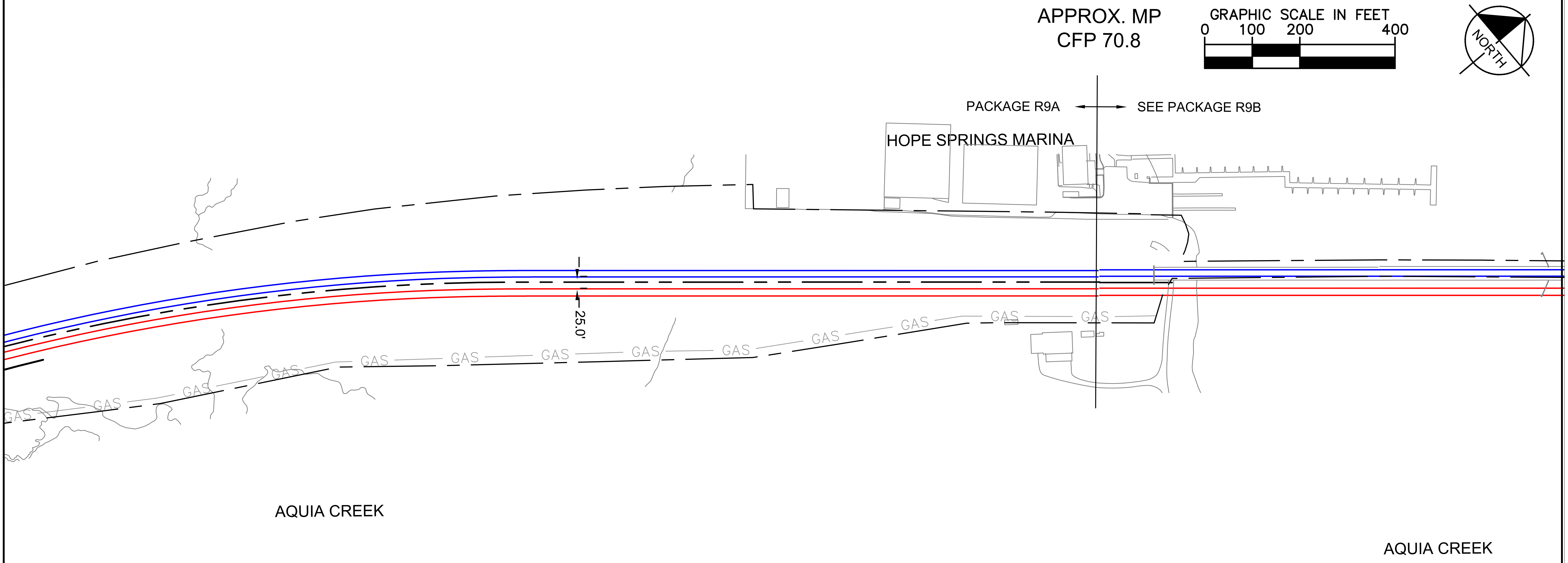
OF
EV-283

Mar, 19 2021 08:05 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R9B_Aquia Creek 3rd Track North-(CAD\Sheets\Ownership\R9B-xS-Ownership-Layout.dwg By: Sydney.Grovitt

Exhibit B



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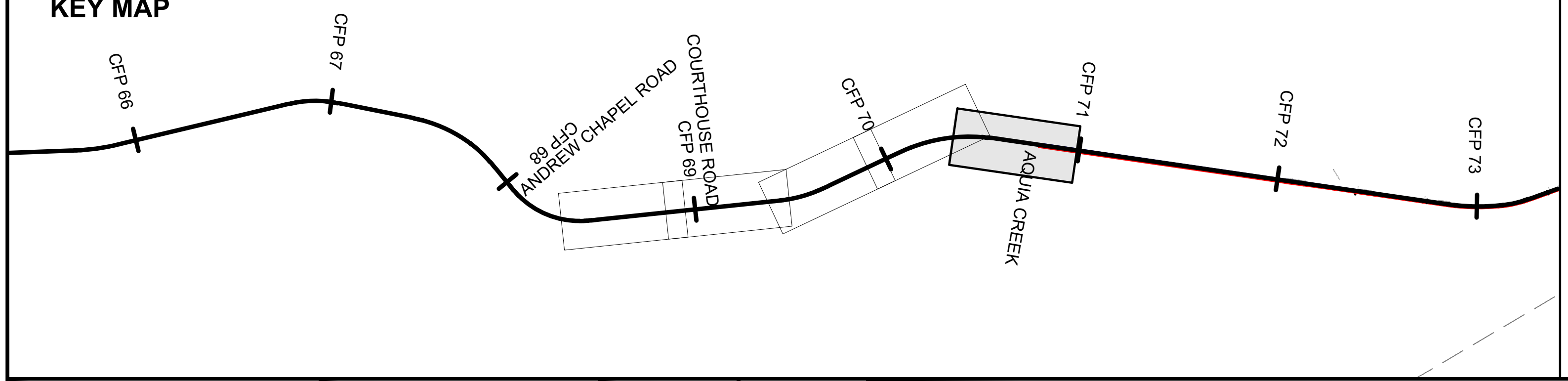

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

CSXT VAL MAP:V28685
DATE: 3/19/2021

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OF
EV-283

Mar, 19 2021 08:07 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R9A_Aquia Creek 3rd Track South-EV\CAD\Sheets\R9A_xS-Ownership-Layout.dwg By: SydneyGravitt

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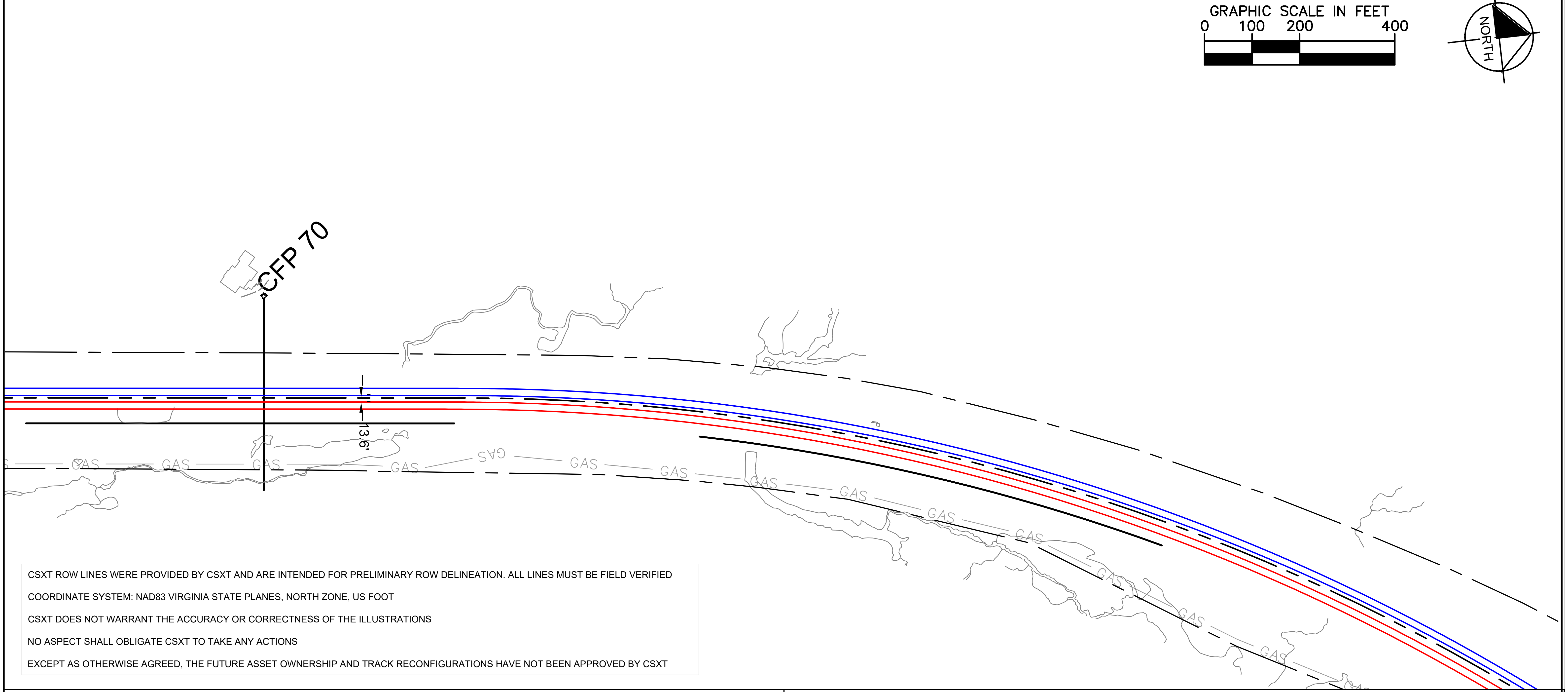

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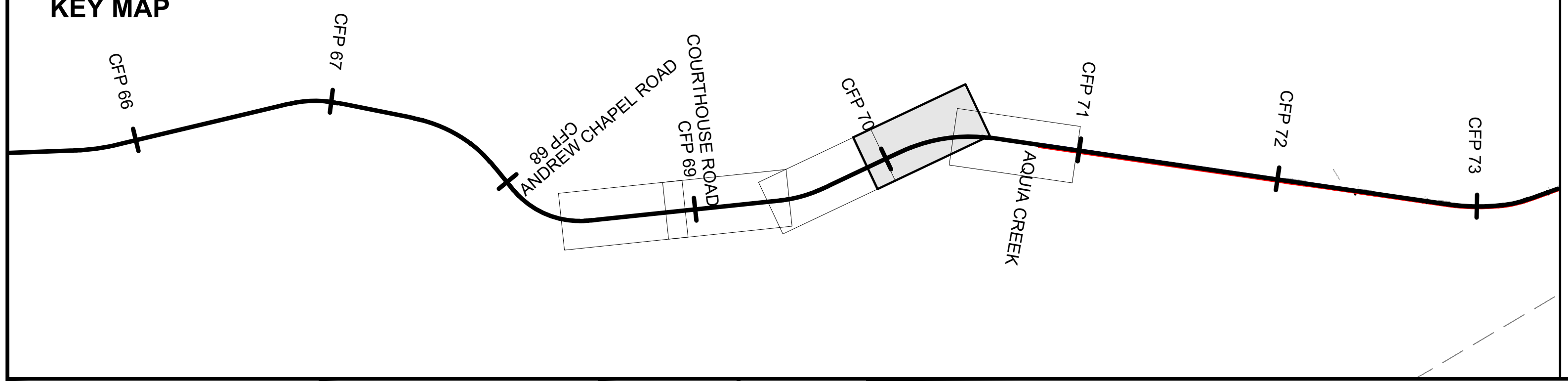

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

CSXT VAL MAP:V28685

DATE: 3/19/2021

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OF
EV-283

Mar, 19 2021 08:07 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R9A_Aquia Creek 3rd Track South–E\CAD\Sheets\R9A_XS–Ownership–Layout.dwg By: Sydney.Gravitt

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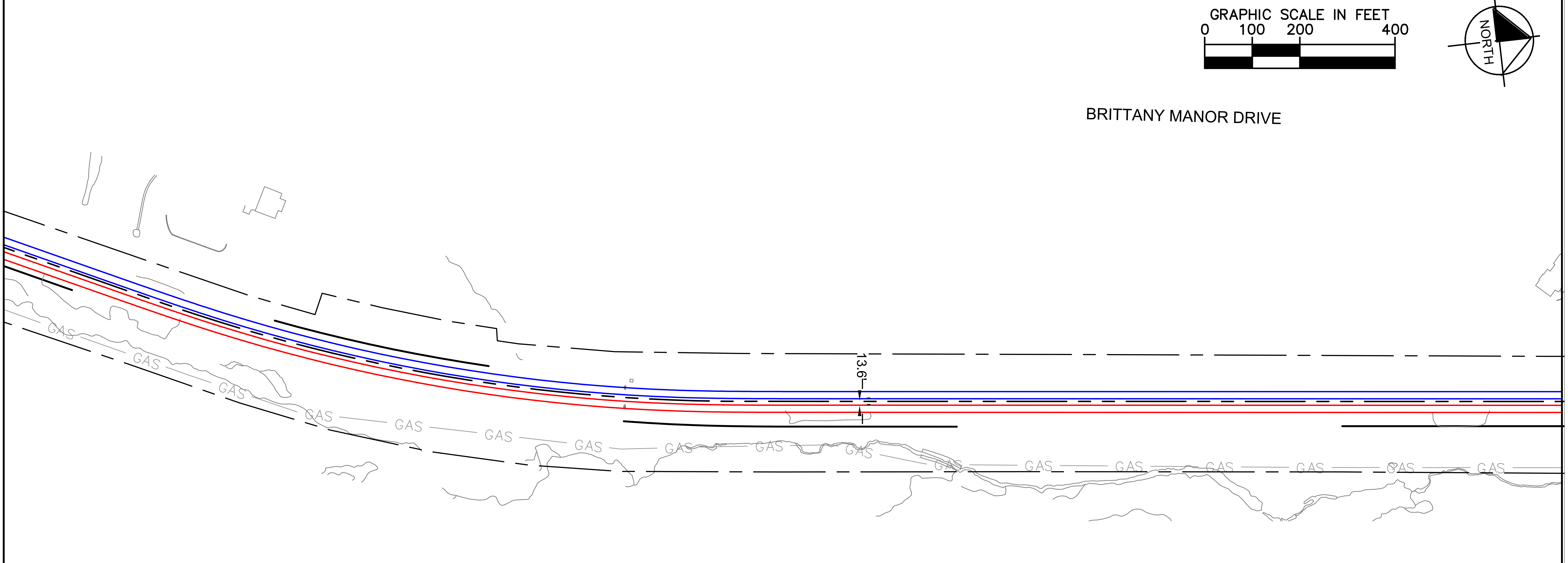

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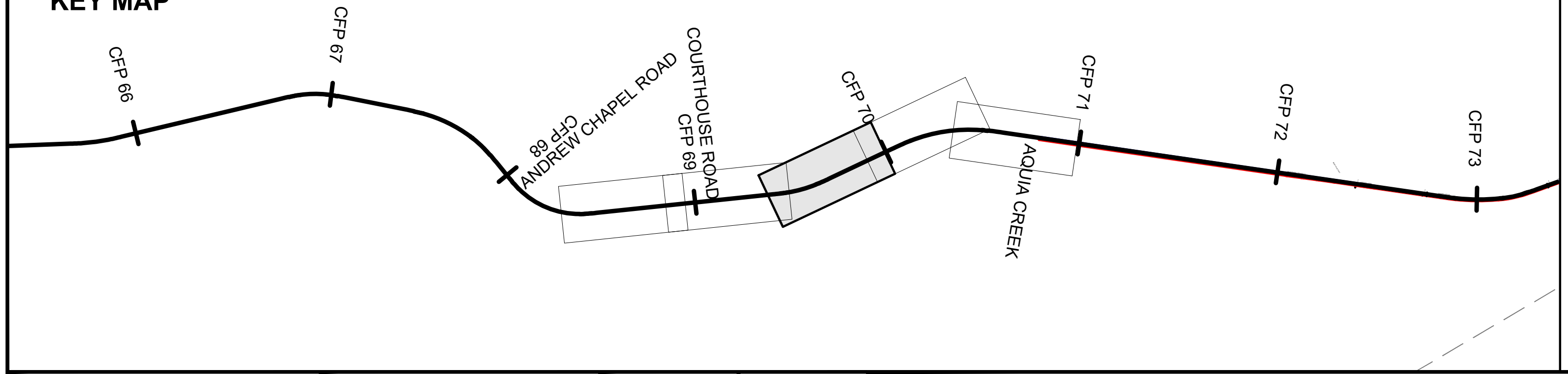

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS

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R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

CSXT VAL MAP:V28684

DATE: 3/19/2021

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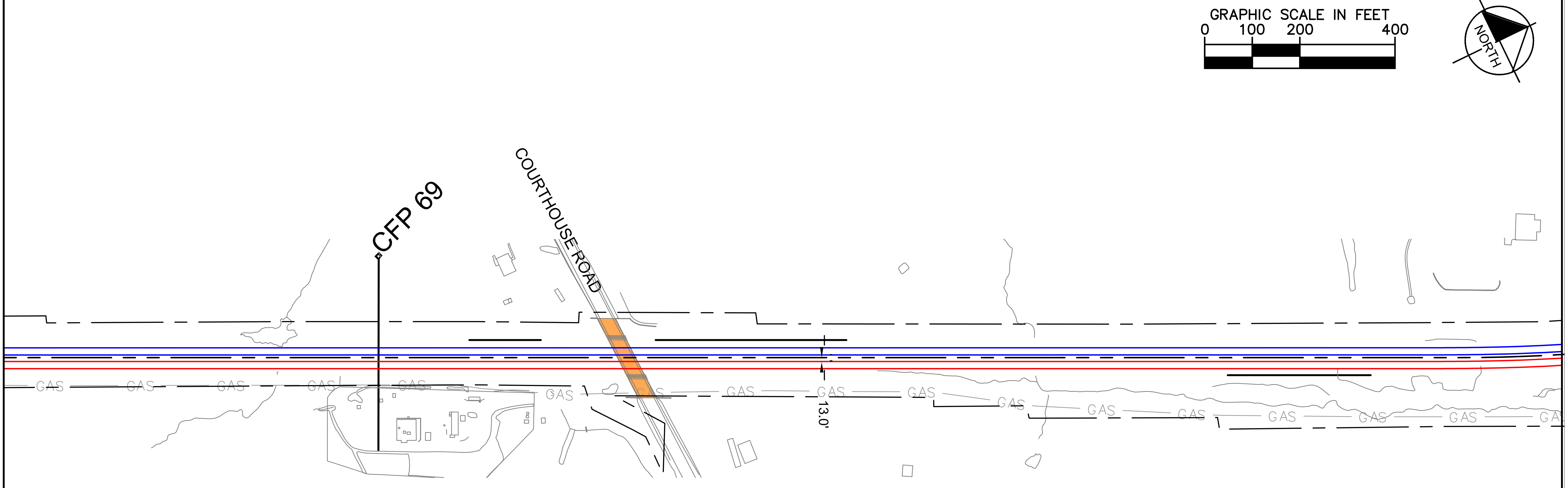
OF
EV-283

Mar, 19 2021 08:07 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R9A_Aquia Creek 3rd Track South-EV\CAD\Sheets\R9A_xS-Ownership-Layout.dwg By: SydneyGravitt

Exhibit B



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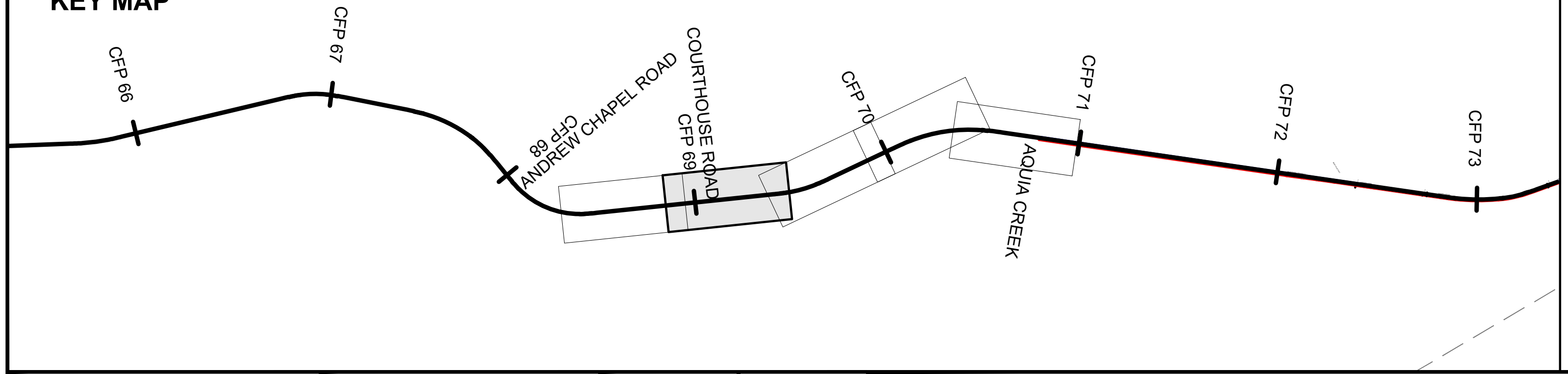
KEY MAP



—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R9A - AQUIA CREEK THIRD TRACK SOUTH (SIDING E)

CSXT VAL MAP:V28684
DATE: 3/19/2021

SHEET
EV-091
OF
EV-283

Mar, 19 2021 08:07 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R9A_Aquia Creek 3rd Track South–E\CAD\Sheets\R9A_XS–Ownership–Layout.dwg By: SydneyGravitt

FD 36544

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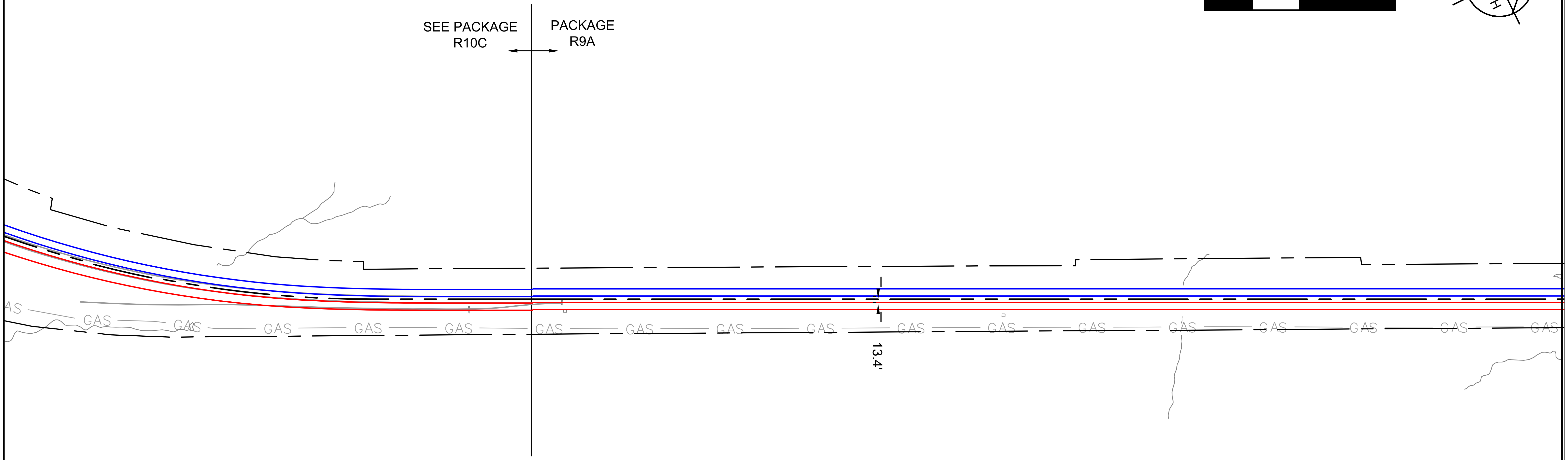
Exhibit B

APPROX. MP
CFP 68.5



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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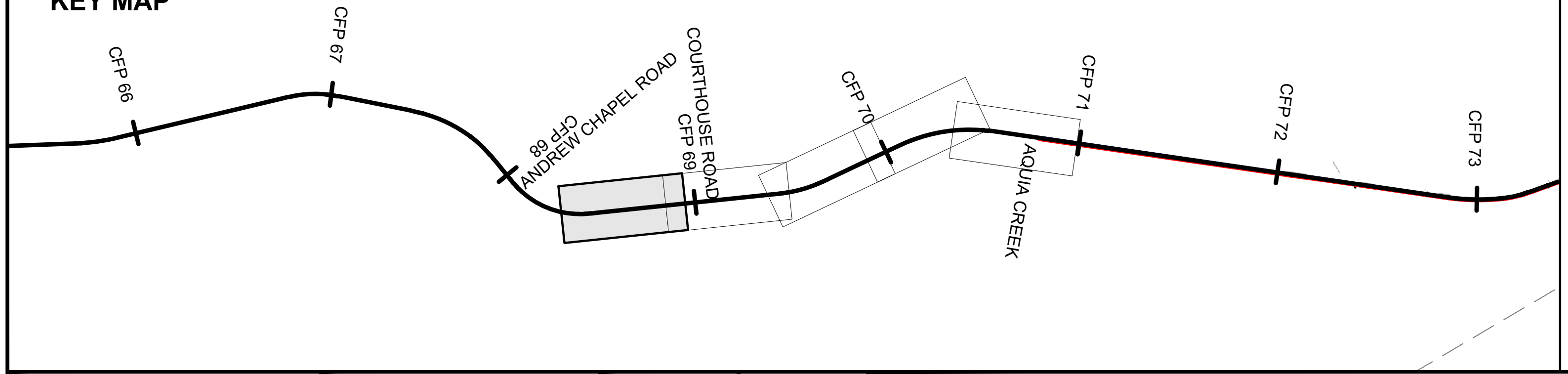

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

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DATE: 3/19/2021

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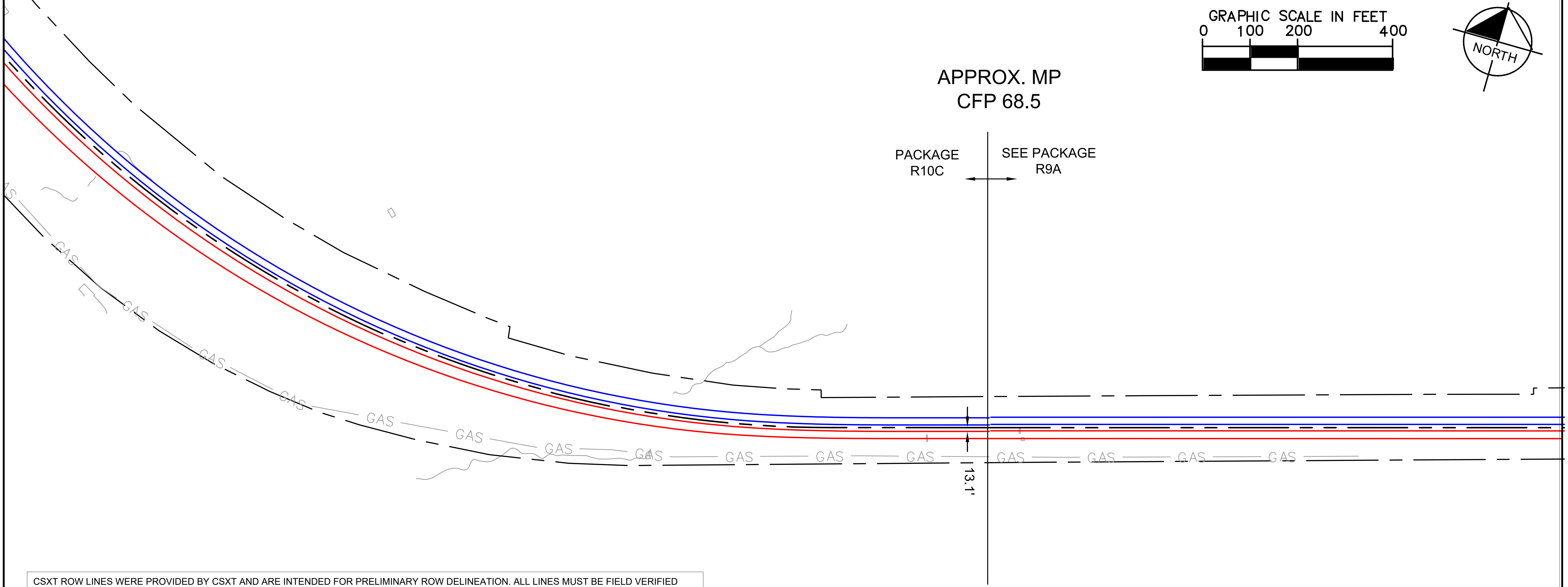

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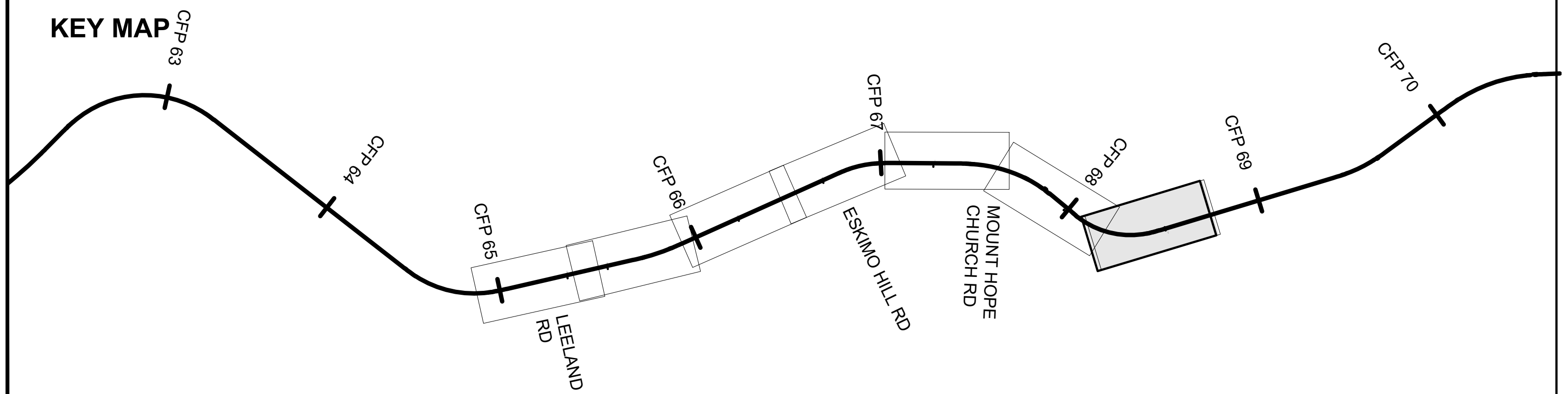


──	DRPT TRACK	🟥	DRPT BRIDGE
──	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
──	RETAINING WALL		

JURISDICTION: Stafford County

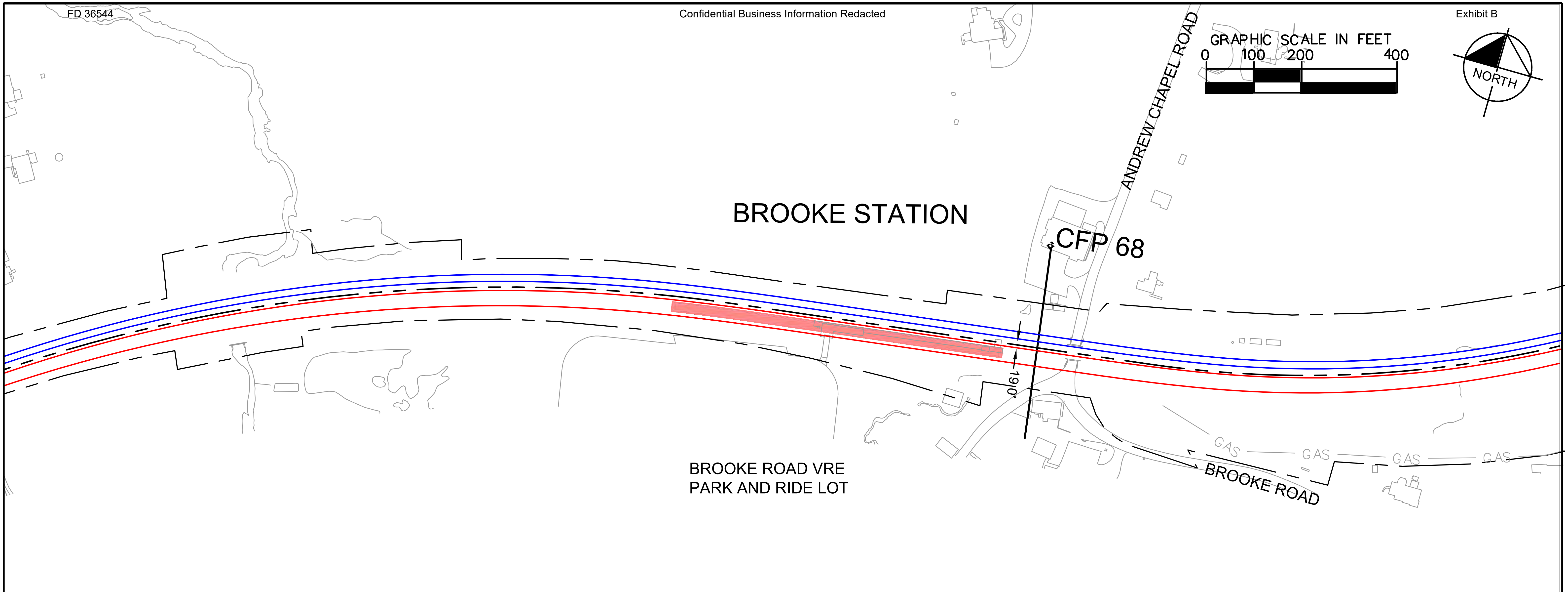
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28684

DATE: 3/19/2021

SHEET
EV-093
OF
EV-283

Mar, 19 2021 10:56 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10C_Potomac Creek 3rd Track North-J\CAD\Sheets\Ownership\R10C-xS-Ownership-Layout.dwg By: Sydney.Gravitt



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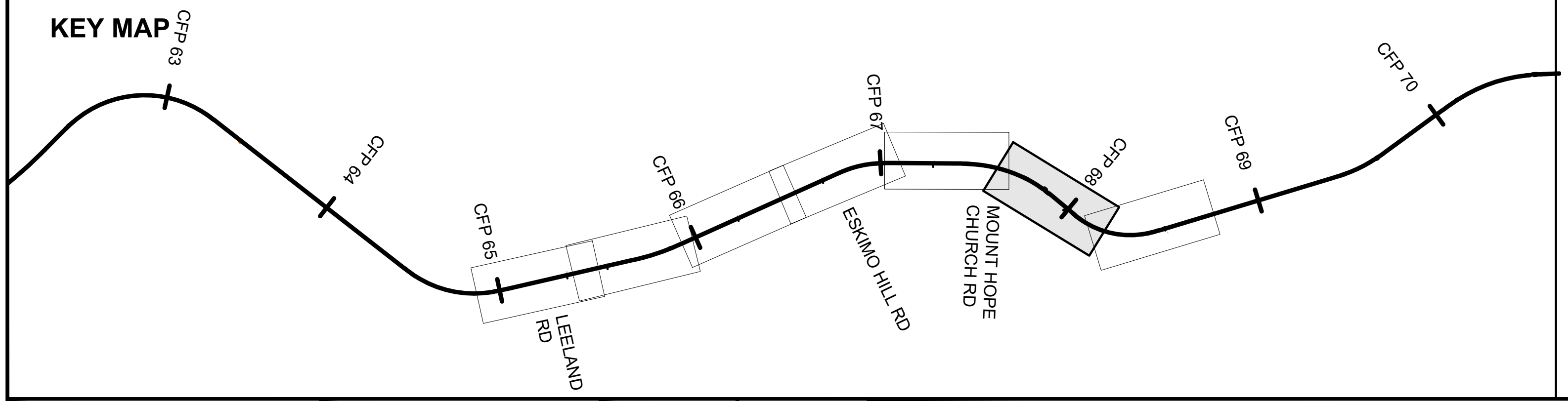

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Stafford County

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(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683
DATE: 3/19/2021

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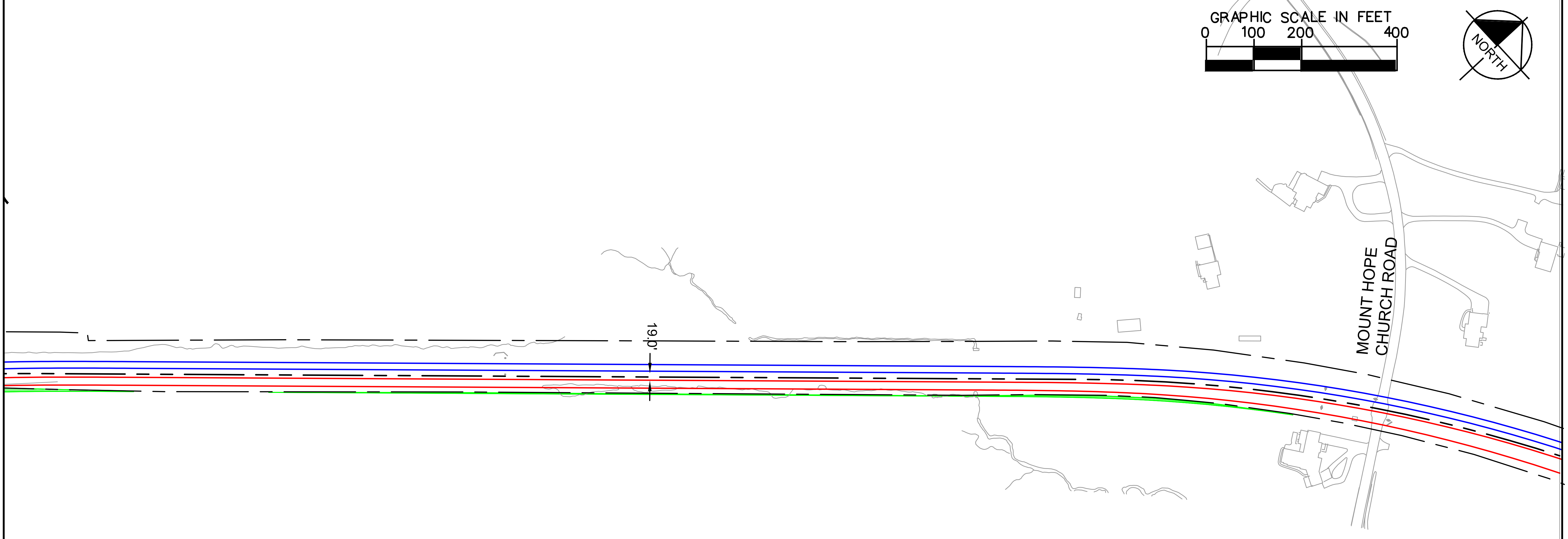

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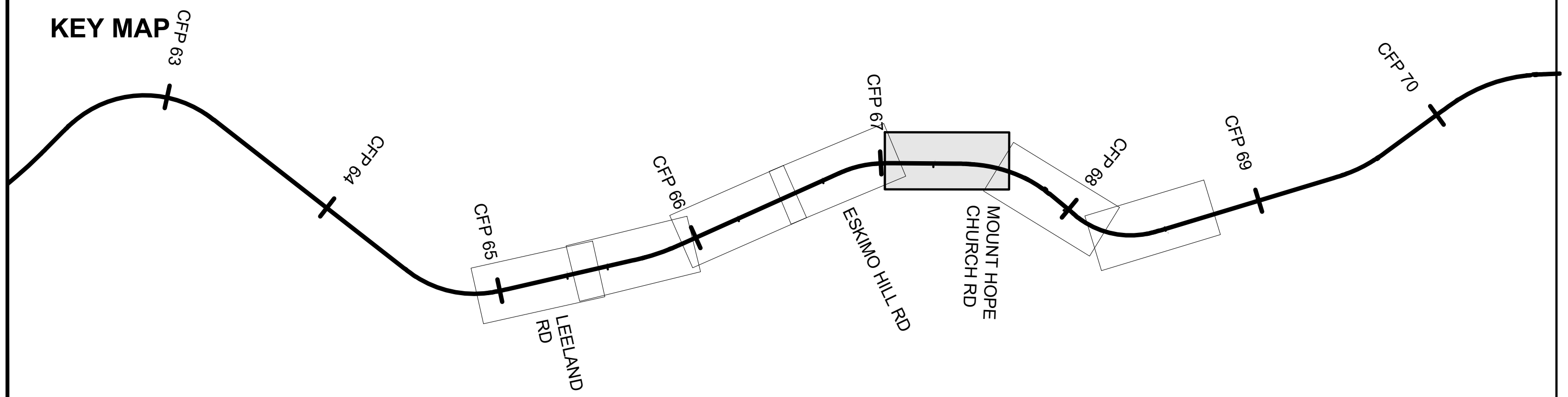

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683

DATE: 3/19/2021

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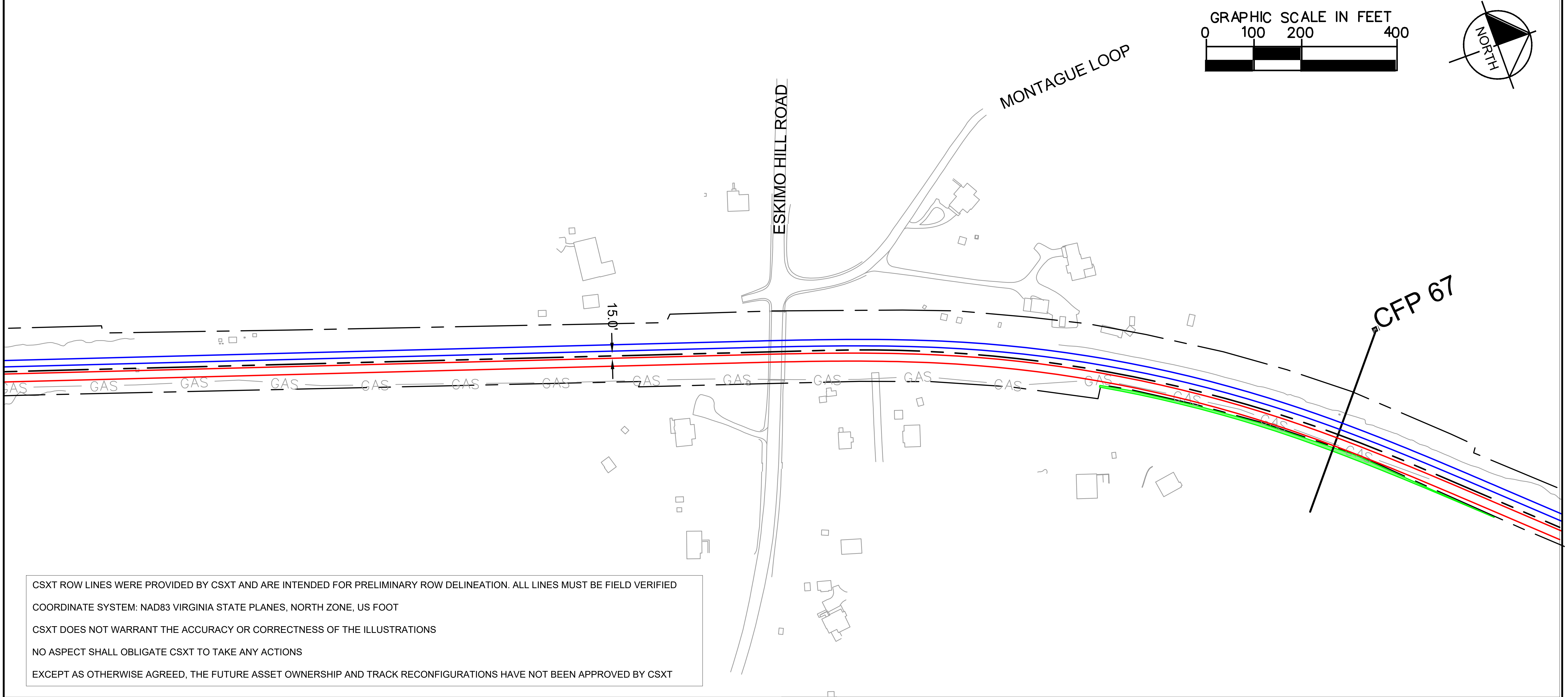
Exhibit B



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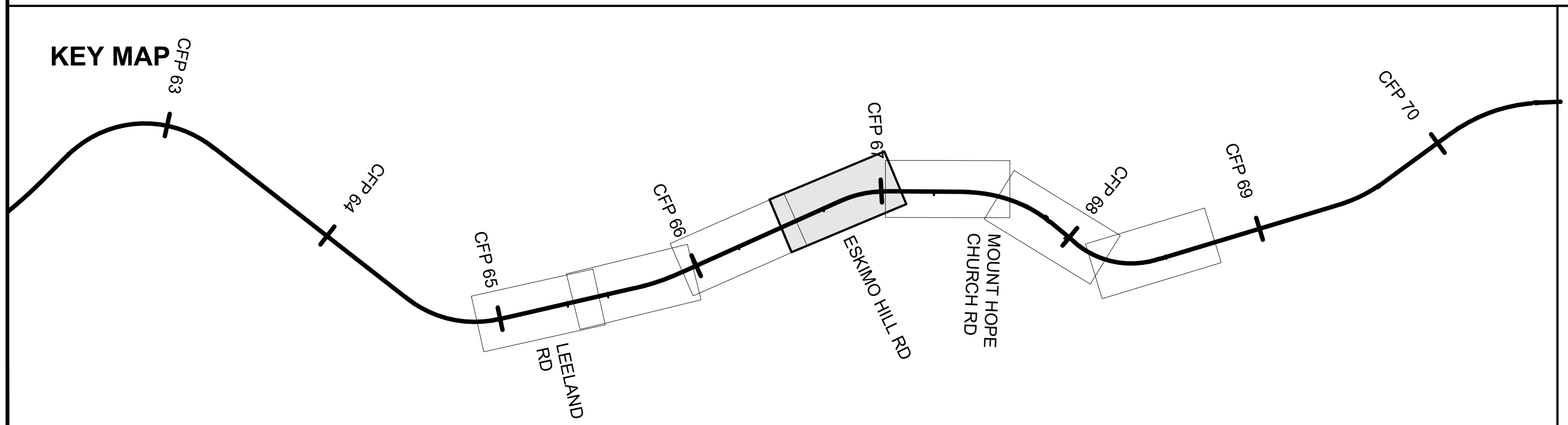

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683

DATE: 3/19/2021

Kimley»Horn

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OF
EV-283

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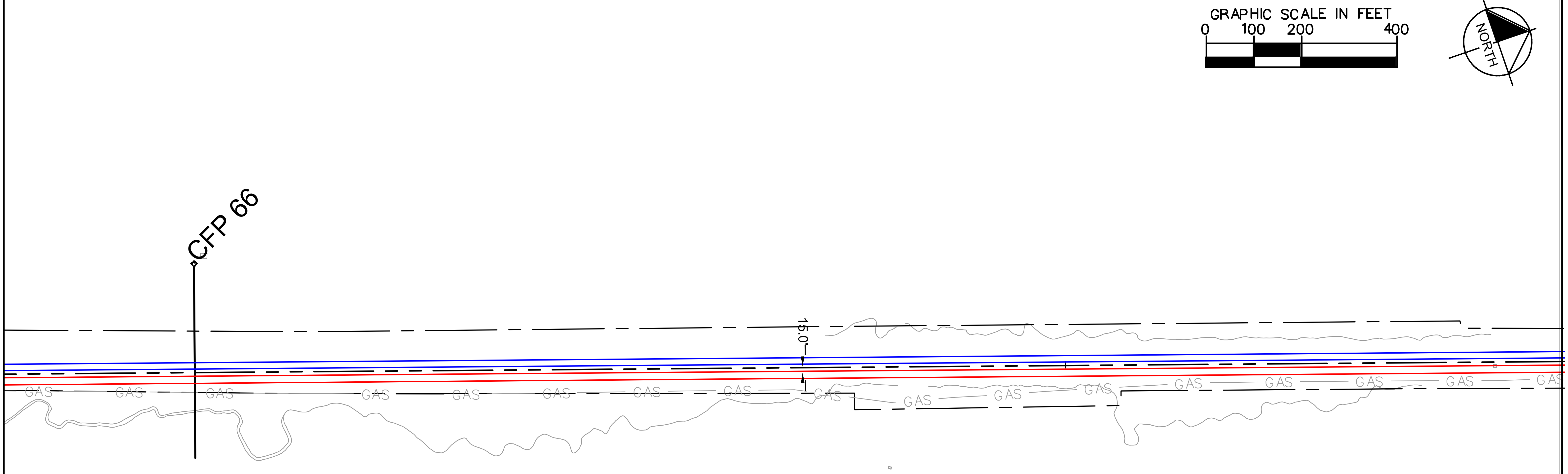

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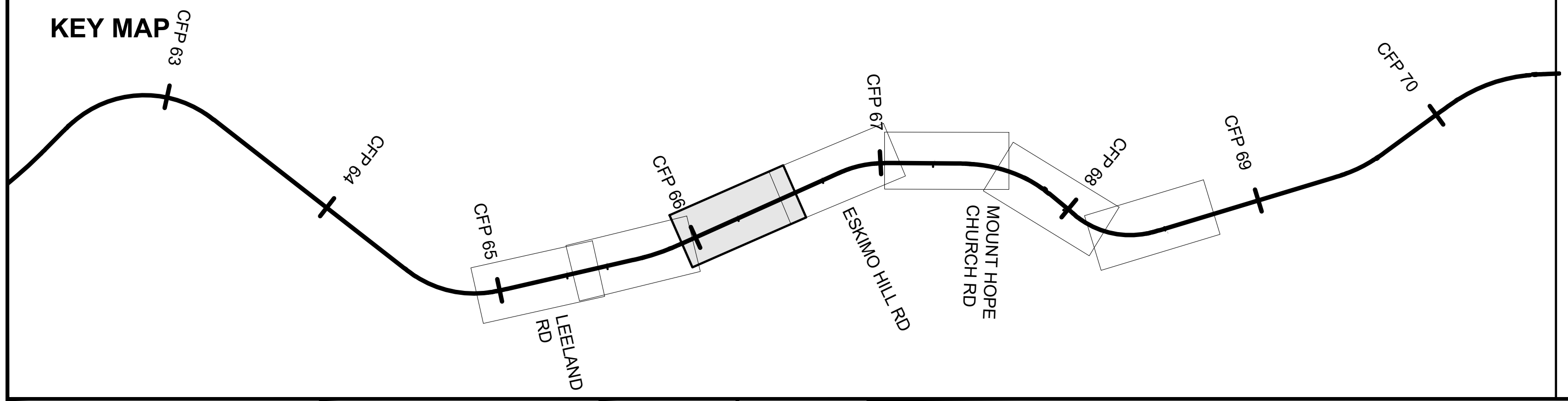

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28683

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OF
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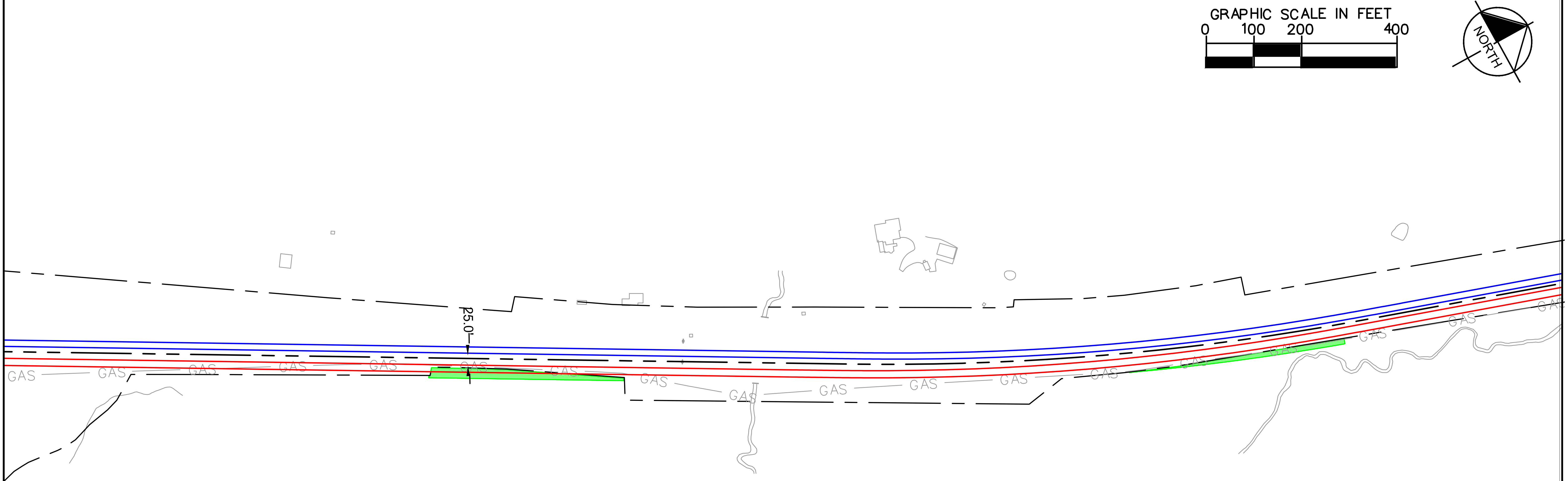

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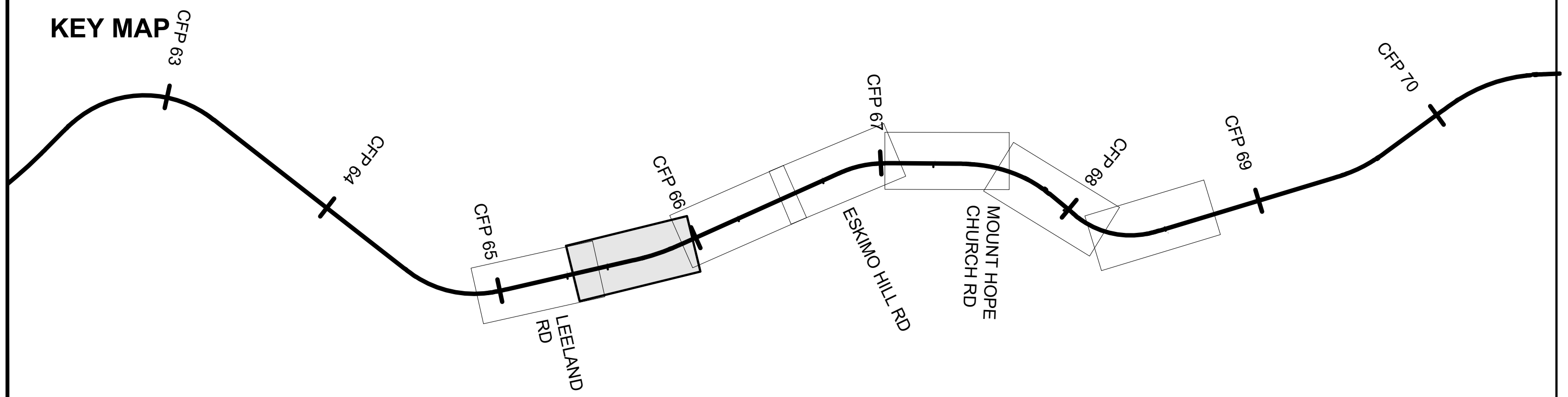

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28682
DATE: 3/19/2021

SHEET
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OF
EV-283

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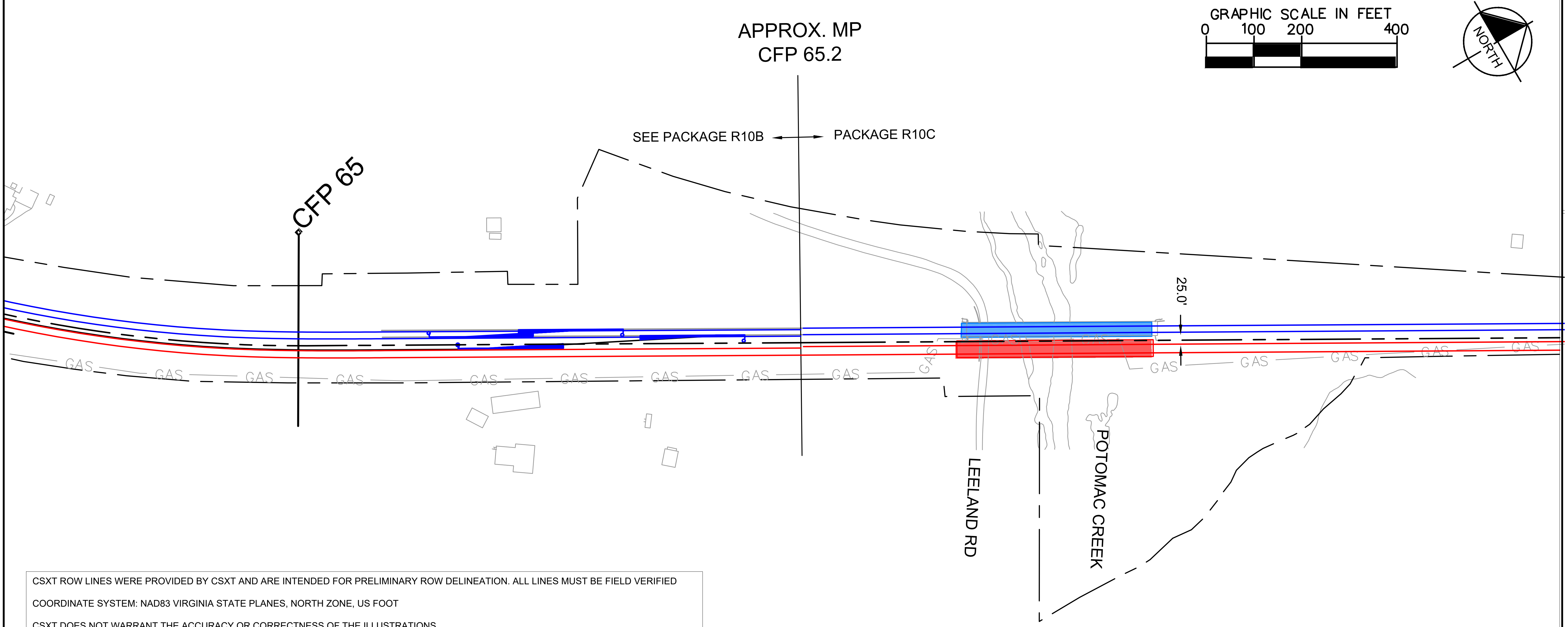

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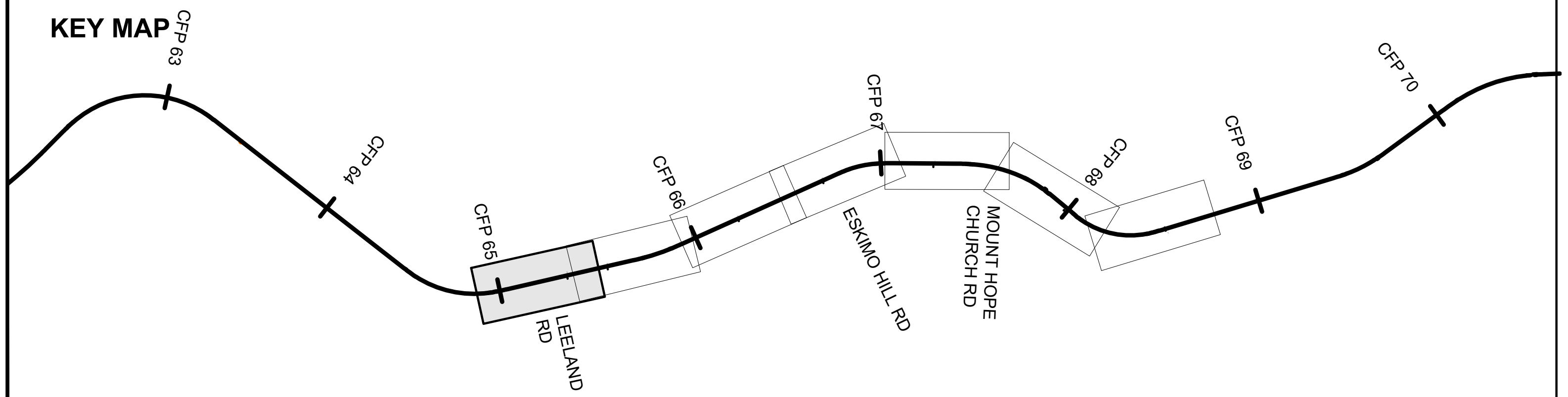

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County

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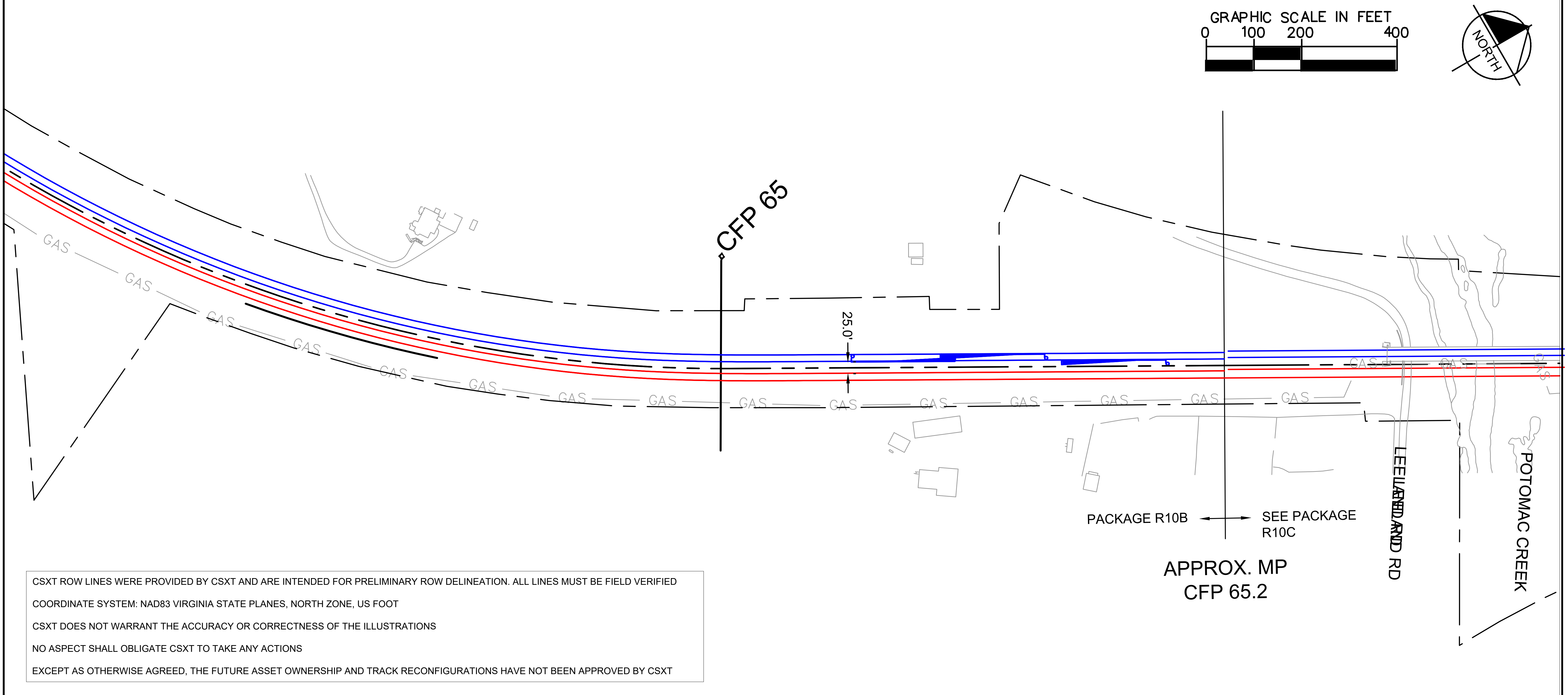
R10C-POTOMAC CREEK THIRD TRACK NORTH

CSXT VAL MAP:V28682

DATE: 3/19/2021

SHEET
EV-099
OF
EV-283



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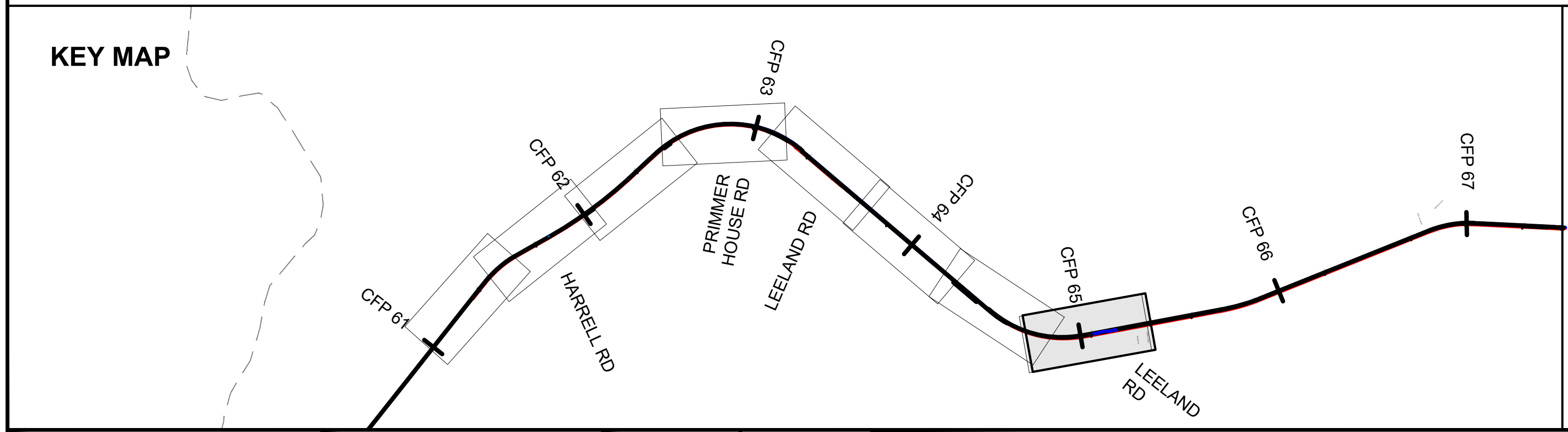

DRPT TRACK
CSXT TRACK
CSXT-DRPT DELINEATION
CSXT ROW
JURISDICTION LINE (FROM GIS)
RETAINING WALL

🟥 DRPT BRIDGE
🟦 CSXT BRIDGE
🟥 STATION PLATFORM
🟧 VDOT BRIDGE

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
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R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28682
DATE: 3/19/2021

Kimley»Horn

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OF
EV-283

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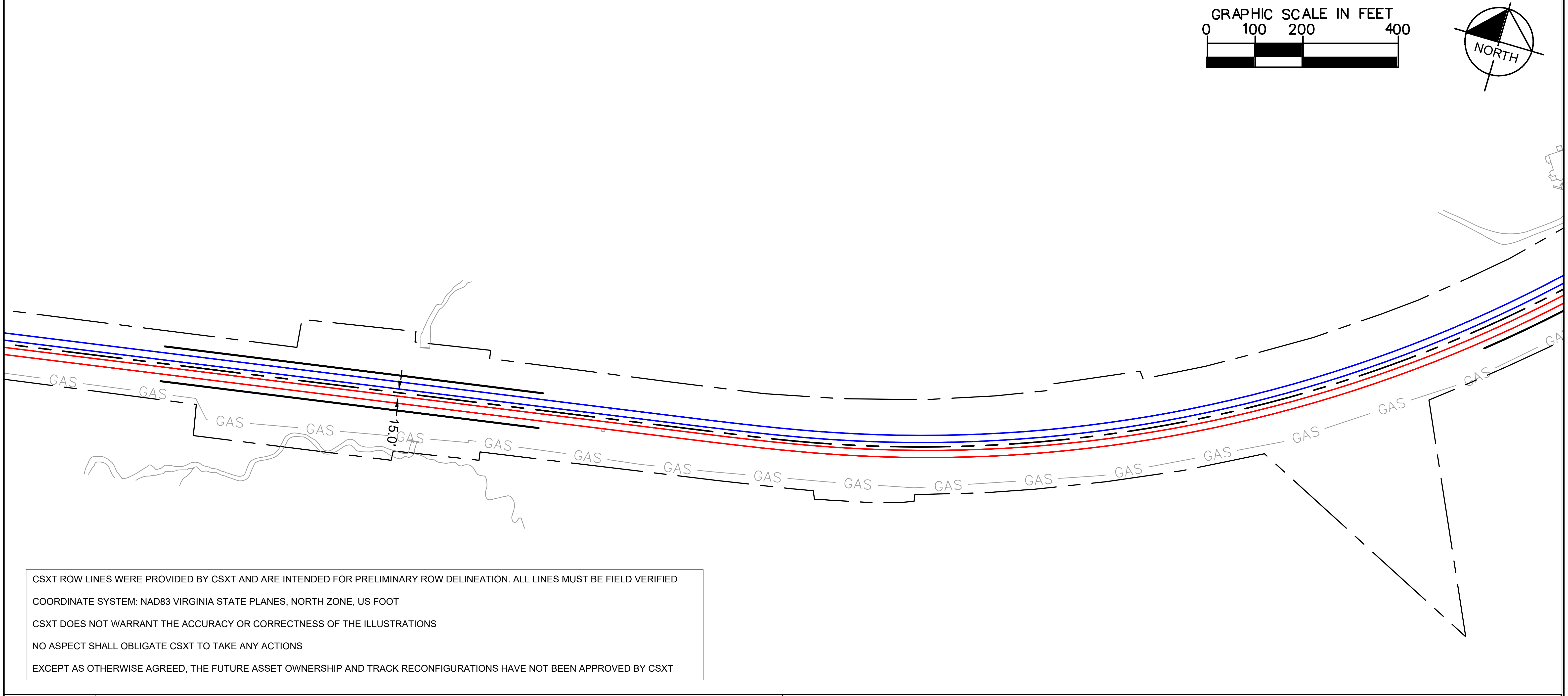
Exhibit B



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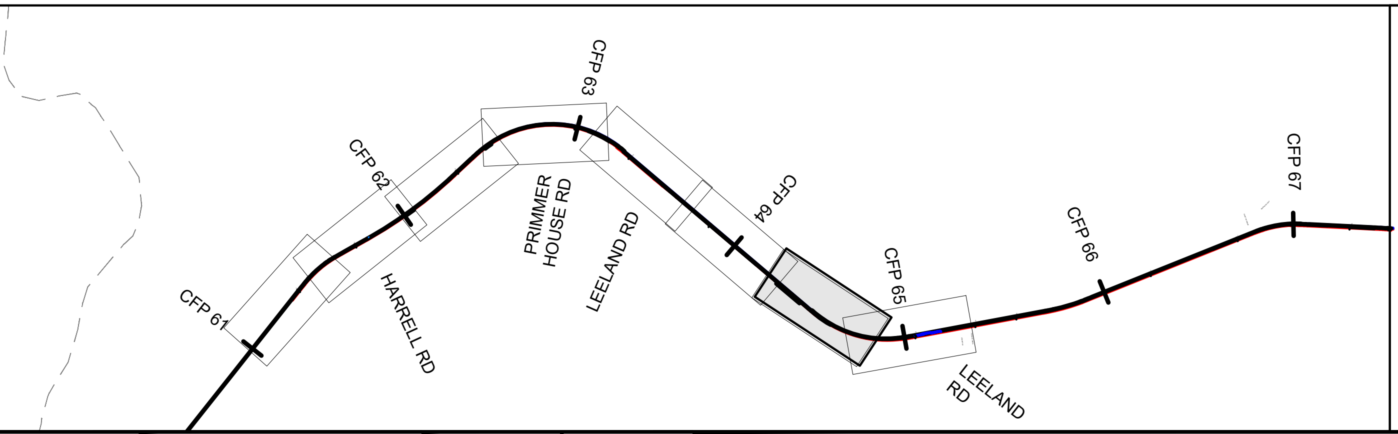

——	DRPT TRACK
——	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
——	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
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R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28682
DATE: 3/19/2021

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OF
EV-283

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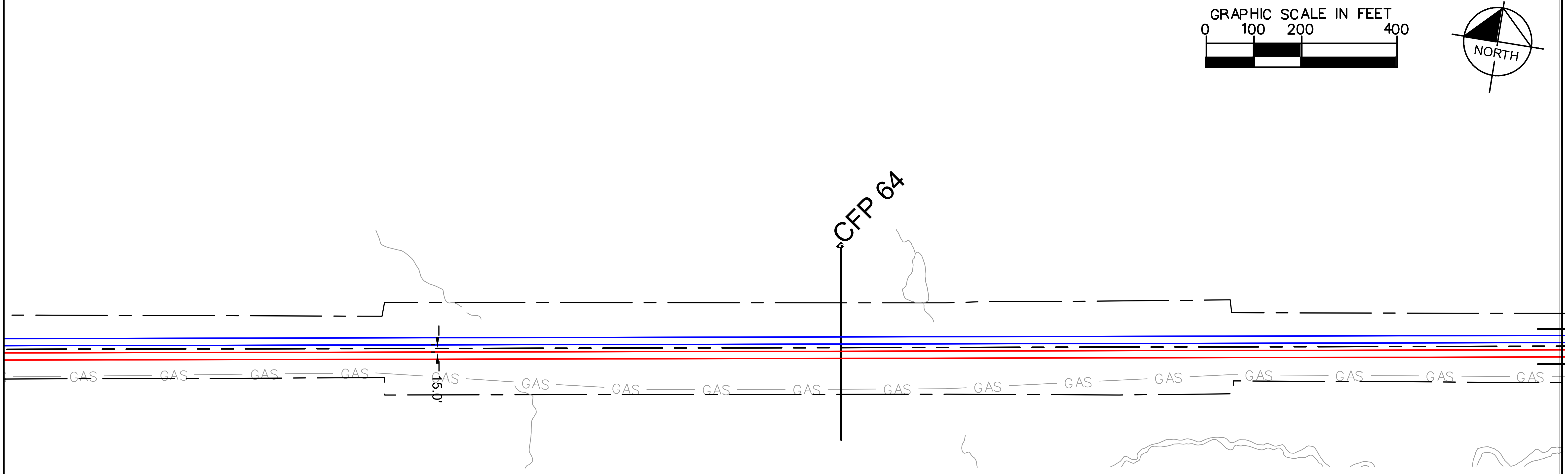

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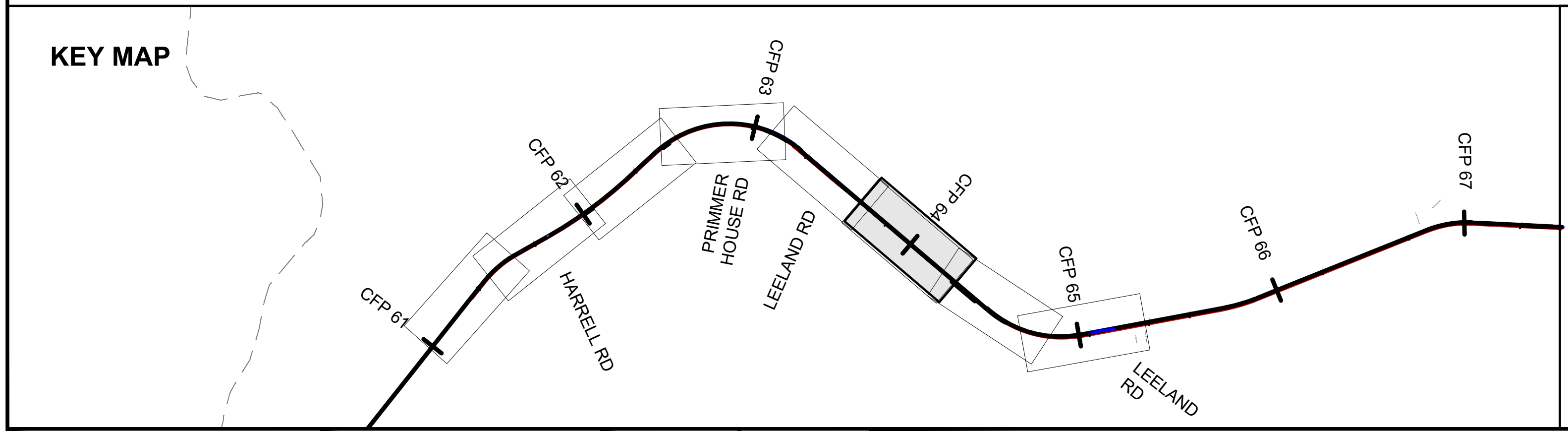

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)		
—	RETAINING WALL		

JURISDICTION: Stafford County

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R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28681
DATE: 3/19/2021

SHEET
EV-102
OF
EV-283

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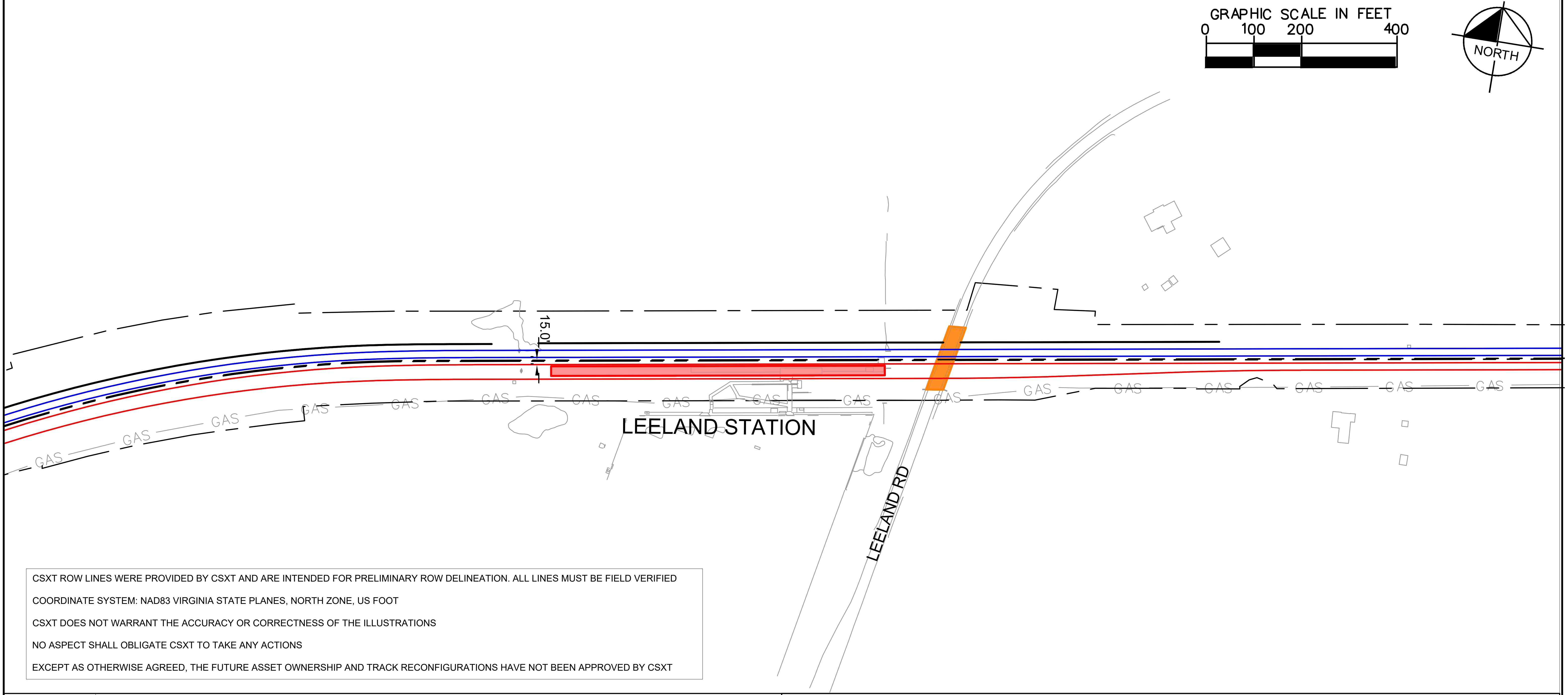

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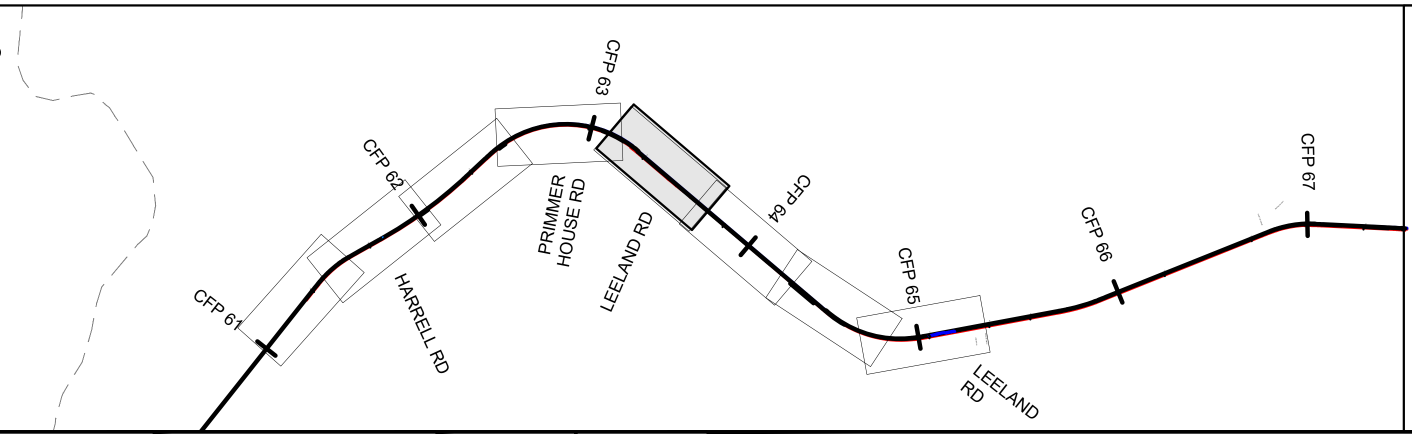
NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)		
—	RETAINING WALL		

JURISDICTION: Stafford County

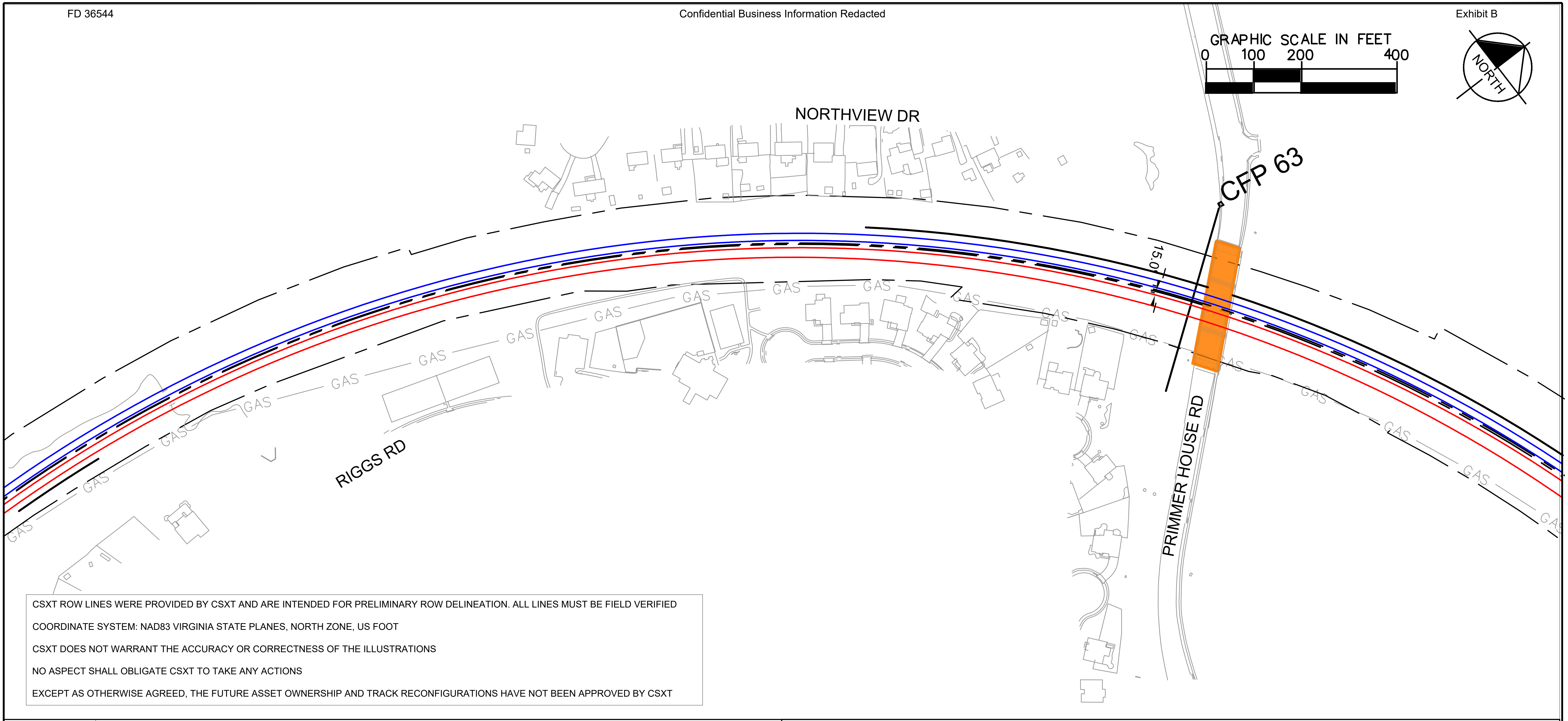
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28681
DATE: 3/19/2021

SHEET
EV-103
OF
EV-283

Mar. 19 2021 08:11 am K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Ownership-Layout.dwg By: Sydney.Gravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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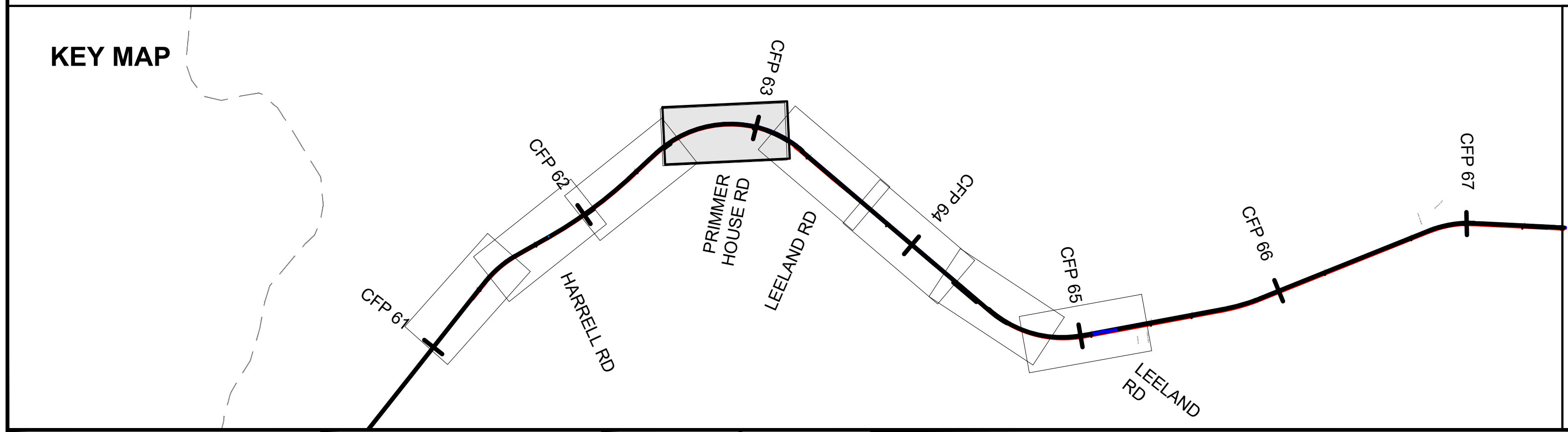


—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)		
—	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

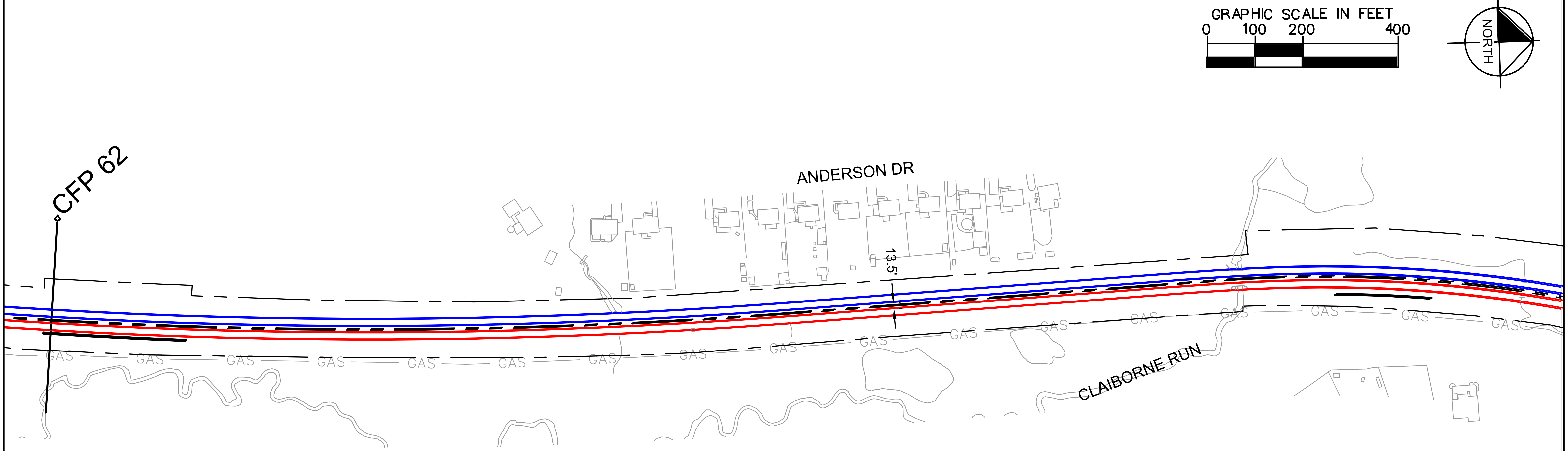
CSXT VAL MAP:V28681
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-104
OF
EV-283

Mar. 19 2021 08:12 am K:\VA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R10B_Potomac Creek 3rd Track South–A\CAD\Sheets\R10B–x5–Ownership–Layout.dwg By: Sydney.Gravitt

Exhibit B



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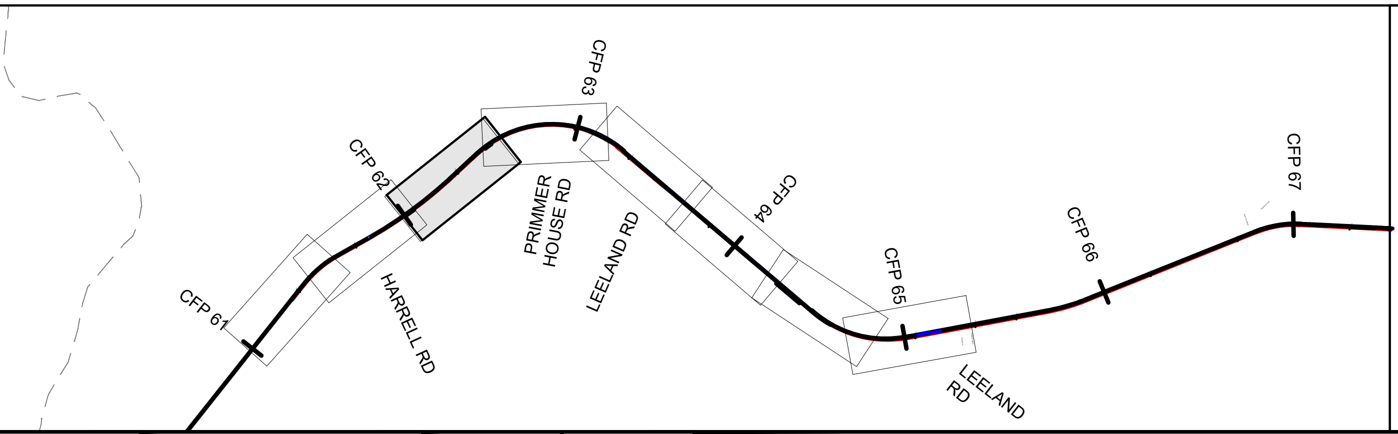


🟥	DRPT TRACK
🟦	CSXT TRACK
— · —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

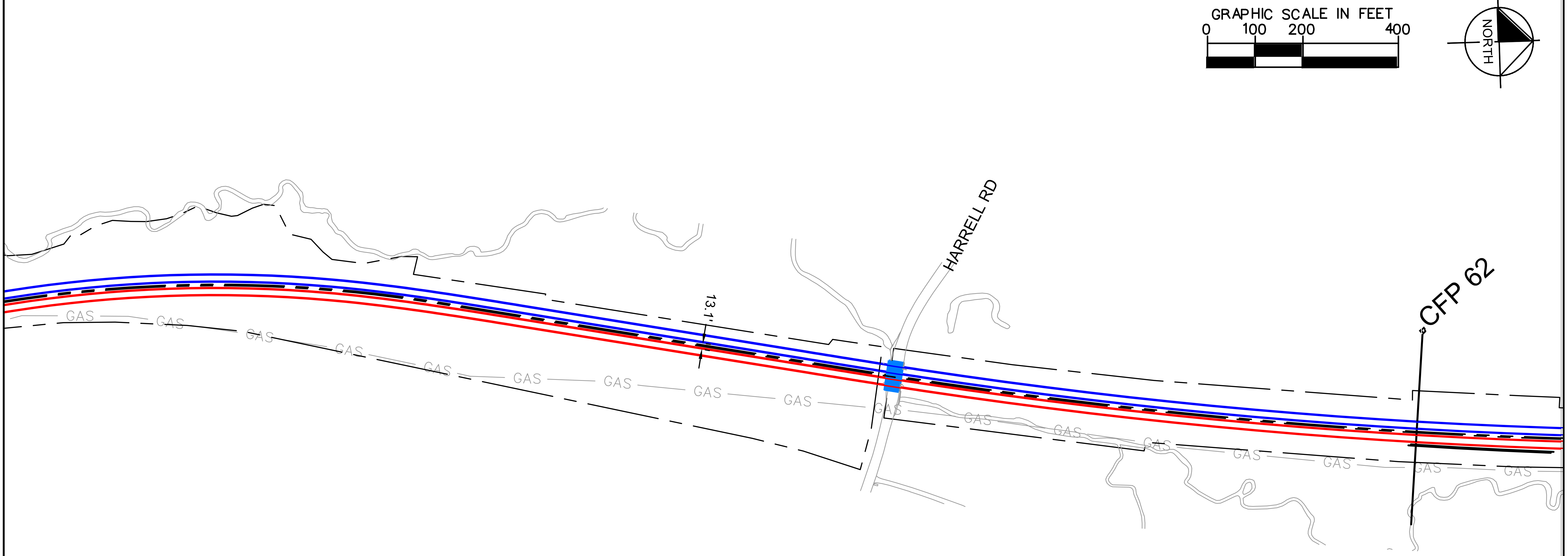
CSXT VAL MAP:V28542

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-105
OF
EV-283

Mar, 19 2021 08:12 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Ownership-Layout.dwg By: Sydney.Gravitt



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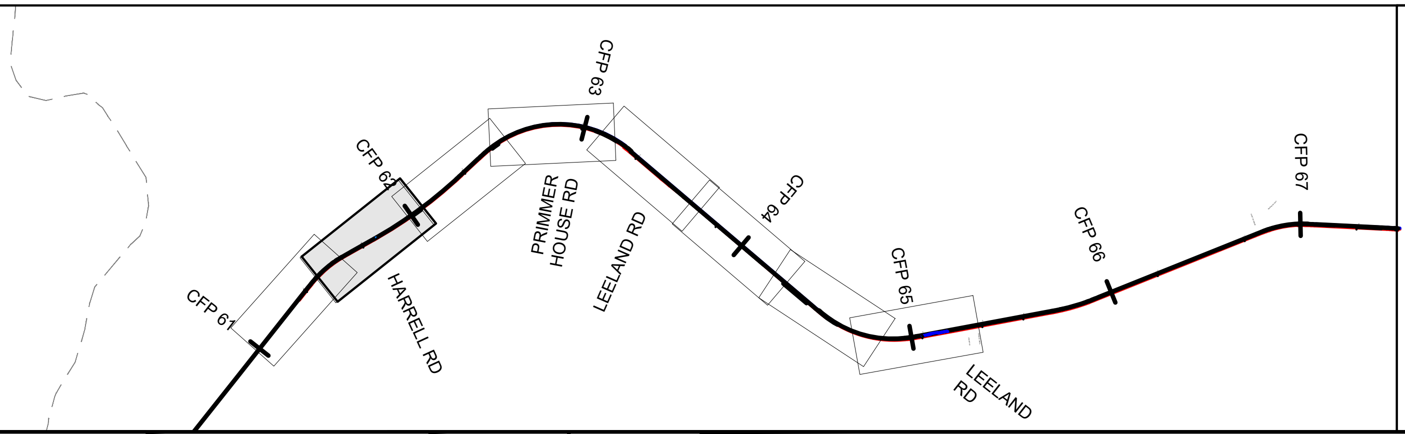

- DRPT TRACK
- CSXT TRACK
- CSXT-DRPT DELINEATION
- CSXT ROW
- JURISDICTION LINE (FROM GIS)
- RETAINING WALL
- 🟥 DRPT BRIDGE
- 🟦 CSXT BRIDGE
- 🟥 STATION PLATFORM
- 🟧 VDOT BRIDGE

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28540

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-106
OF
EV-283

Mar, 19 2021 08:12 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R10B_Potomac Creek 3rd Track South-A\CAD\Sheets\R10B-xS-Ownership-Layout.dwg By: Sydney.Gravitt

FD 36544

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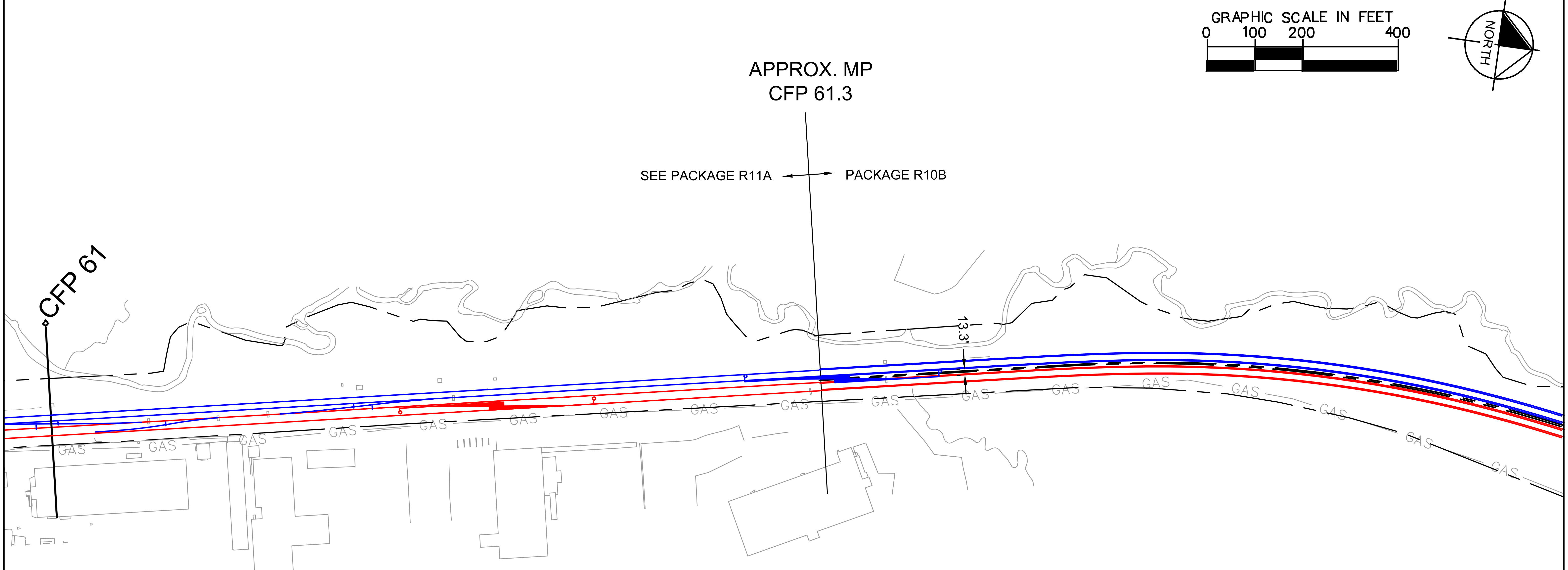
Exhibit B



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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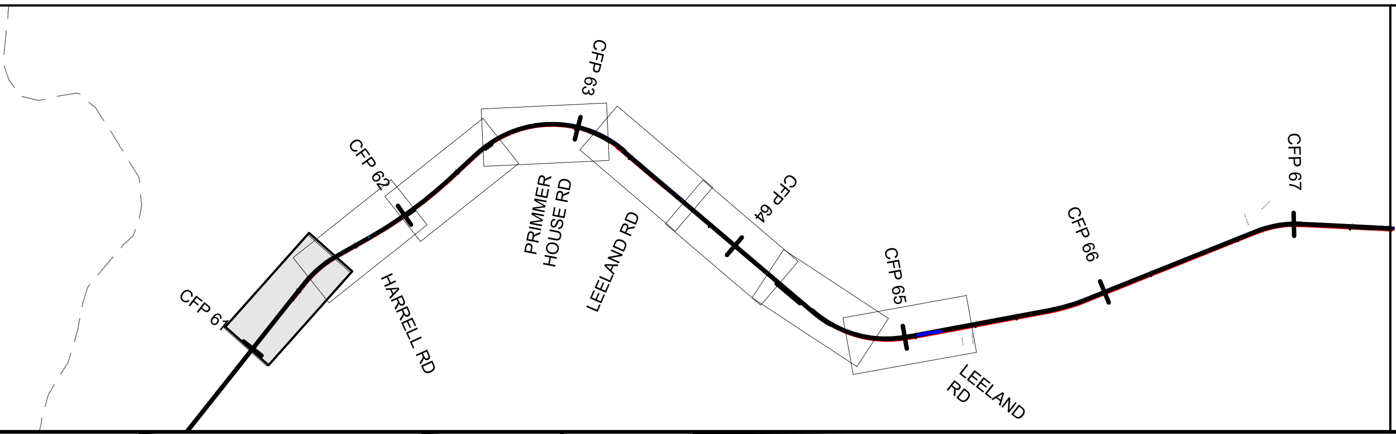

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)		
—	RETAINING WALL		

JURISDICTION: Stafford County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R10B - POTOMAC CREEK THIRD TRACK SOUTH (SIDING A)

CSXT VAL MAP:V28540
DATE: 3/19/2021

SHEET
EV-107
OF
EV-283

Mar. 19 2021 08:12 am K:\VAV_Transit\113282000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R10B_Potomac Creek 3rd Track South–A\CAD\Sheets\R10B–xS–Ownership–Layout.dwg By: Sydney.Grovitt

FD 36544

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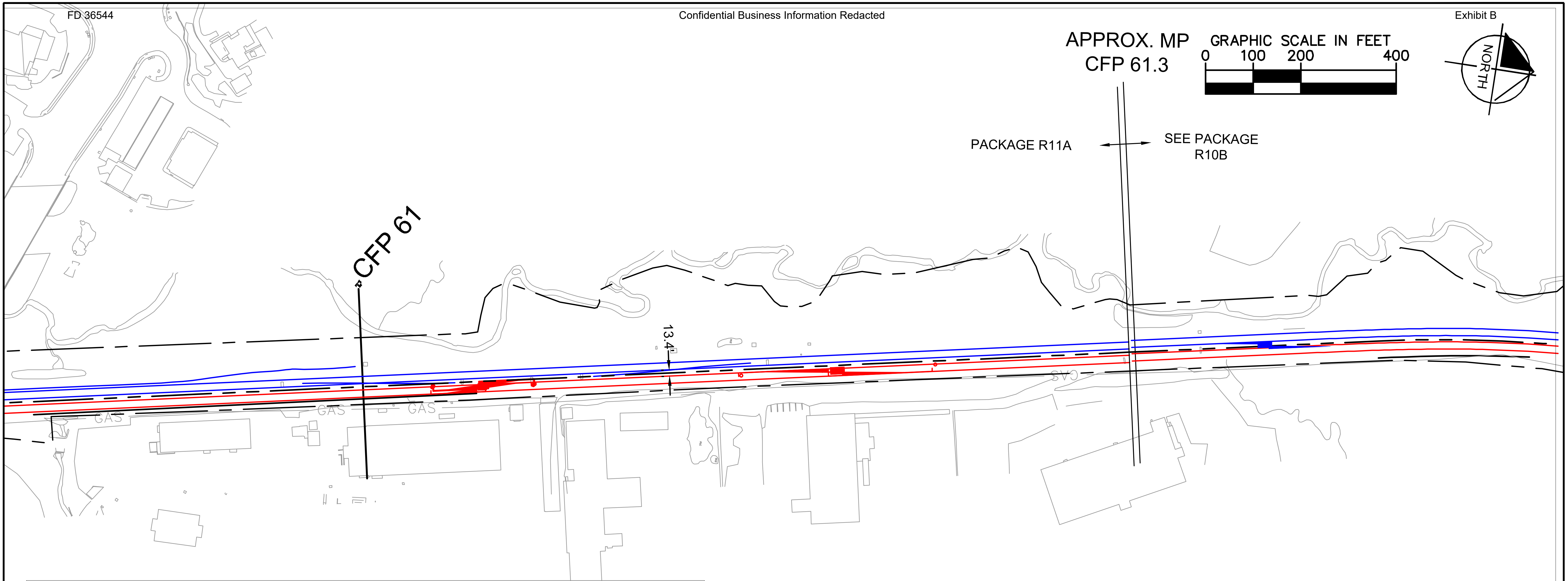
Exhibit B



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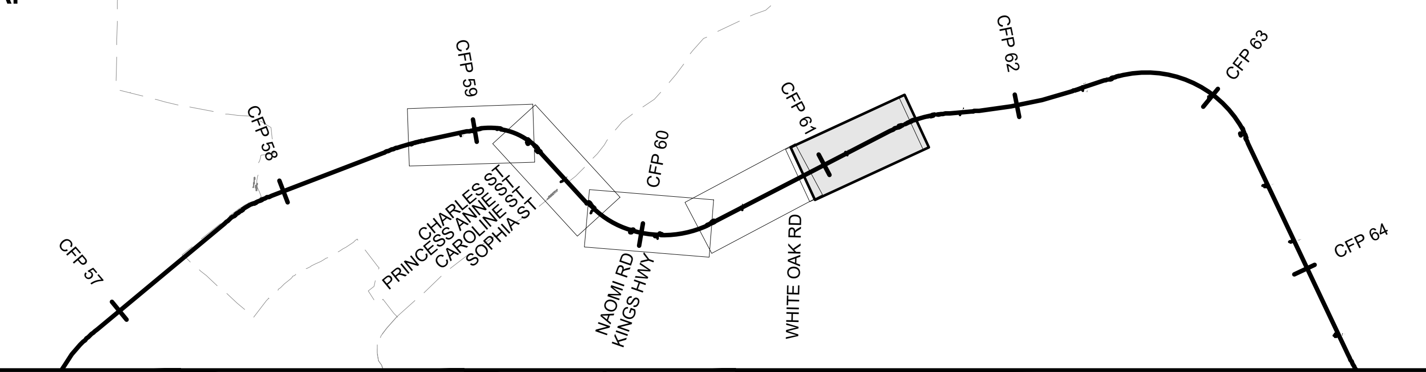

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R11A - RAPPAHANNOCK RIVER THIRD TRACK

CSXT VAL MAP:V28540

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-108
OF
EV-283

Mar. 19 2021 08:14 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track—K\CAD\Sheets\R11A–x3–Ownership–Layout.dwg By: Sydney.Orwett

FD 36544

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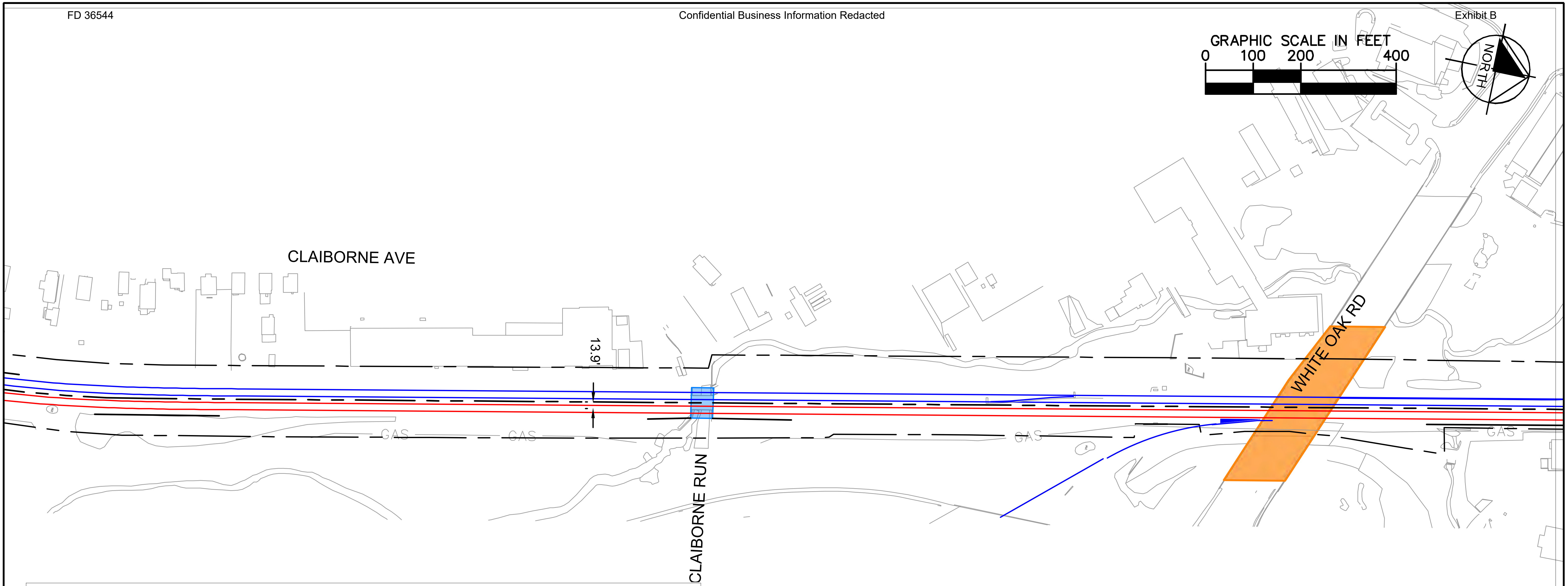
Exhibit B



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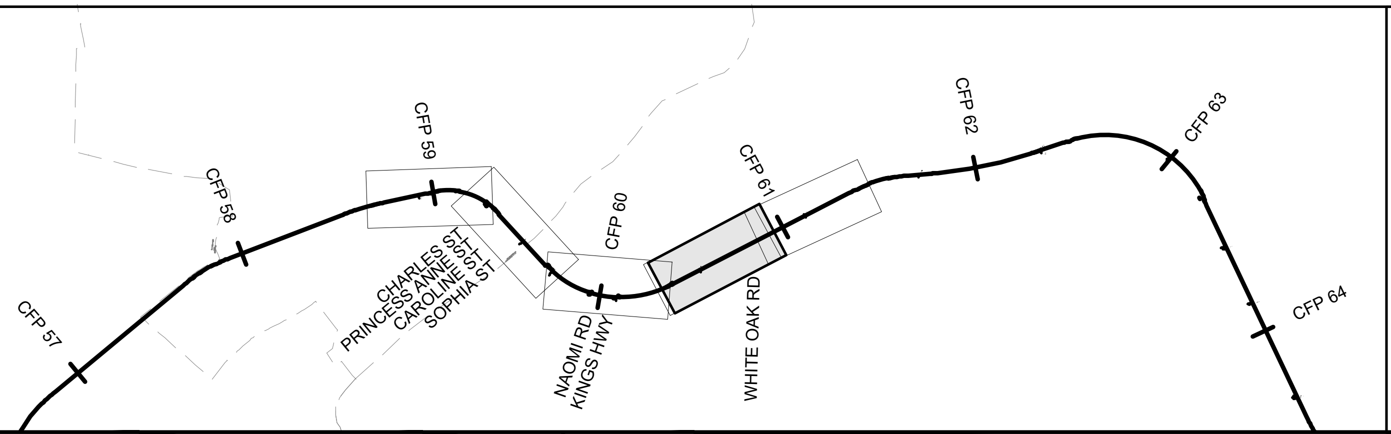


━ (red)	DRPT TRACK	🟥	DRPT BRIDGE
━ (blue)	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Stafford County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R11A - RAPPAHANNOCK RIVER THIRD TRACK

CSXT VAL MAP:V28540

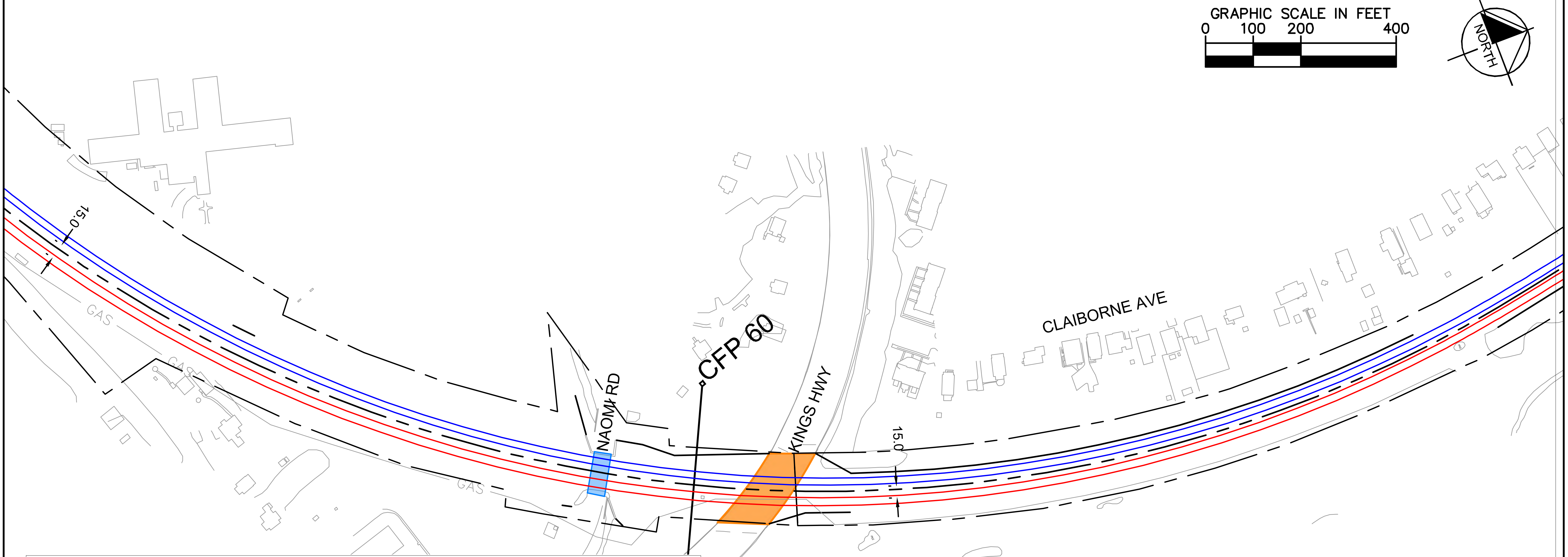
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-109
OF
EV-283

Mar. 19 2021 08:14 am K:\WVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track-K\CAD\Sheets\R11A-xS-Ownership-Layout.dwg By: Sydney.Gravitt

Exhibit B



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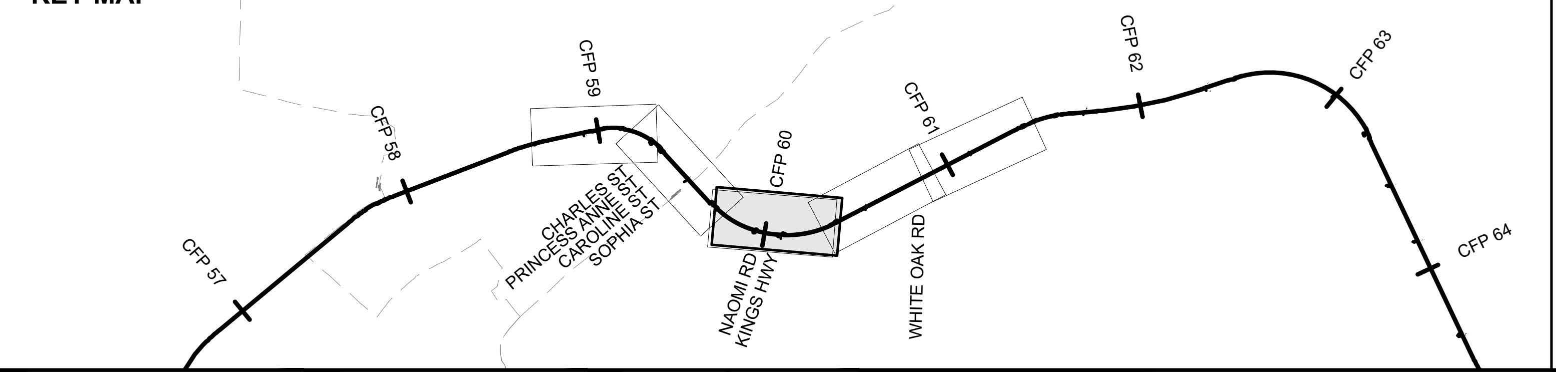

—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R11A - RAPPAHANNOCK RIVER THIRD TRACK

CSXT VAL MAP:V28538
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-110
OF
EV-283

Mar. 19 2021 08:14 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track–K\CAD\Sheets\R11A–xS–Ownership–Layout.dwg By: Sydney.Gravitt

FD 36544

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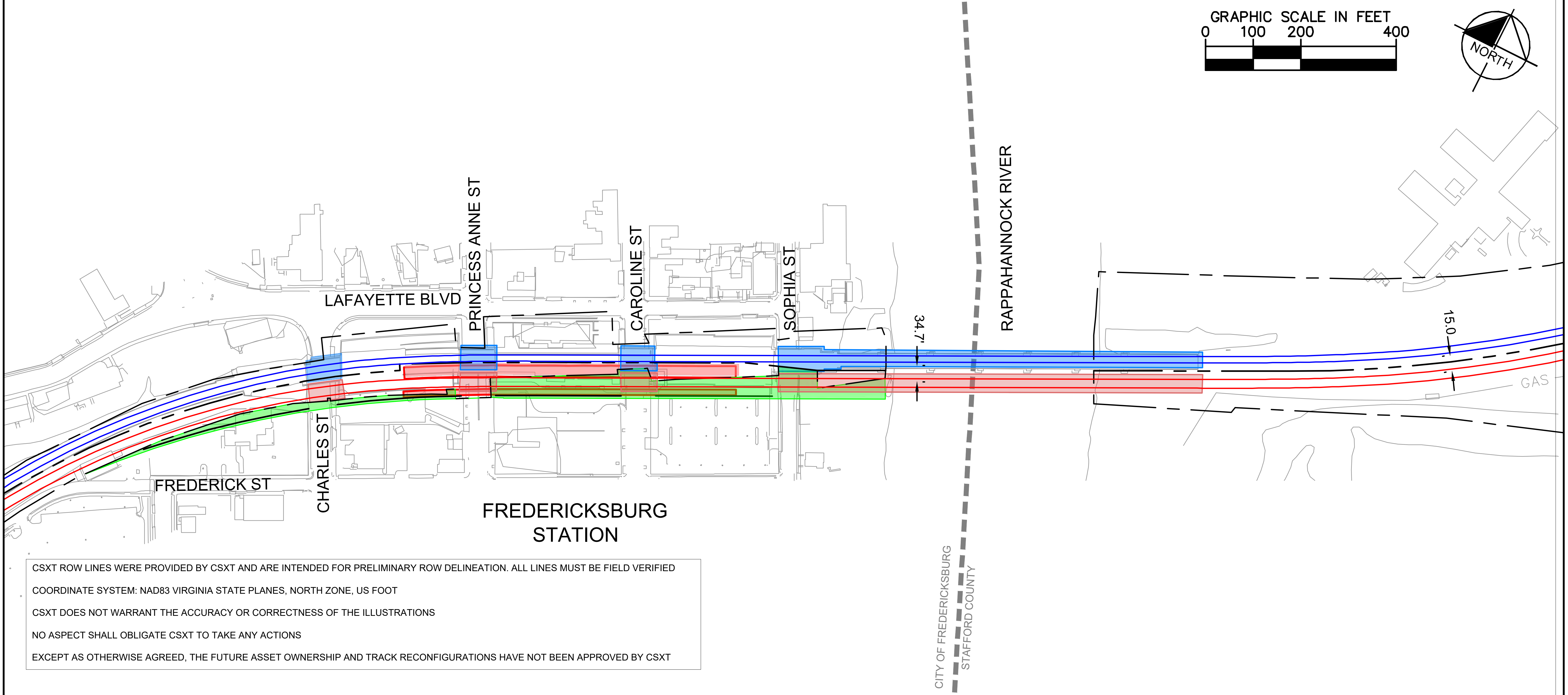
Exhibit B



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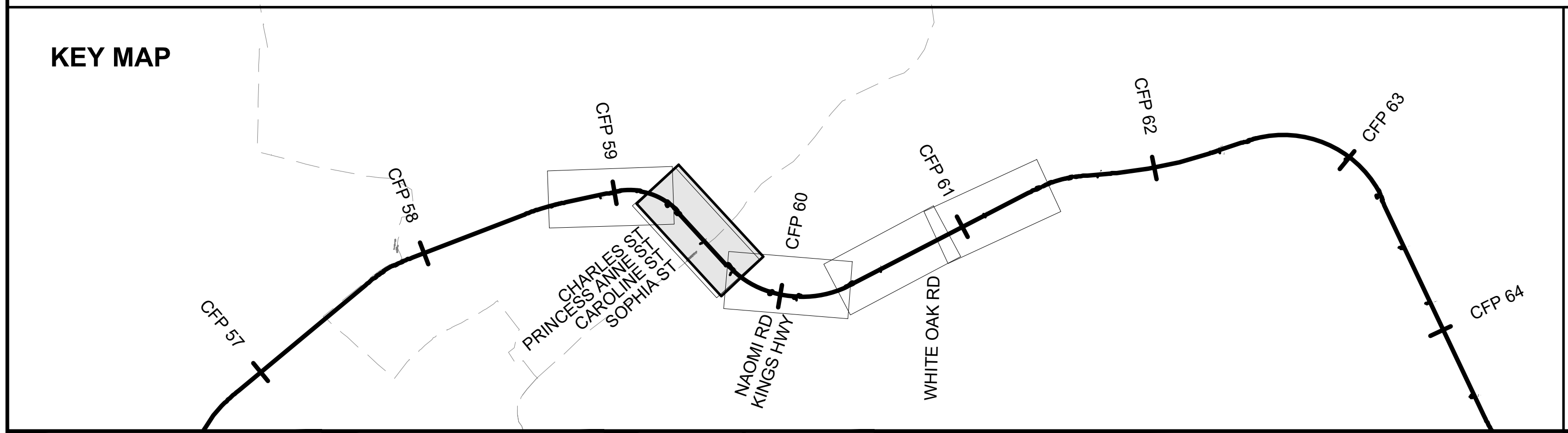


━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—— - ——	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R11A - RAPPAHANNOCK RIVER THIRD TRACK

CSXT VAL MAP:V28538

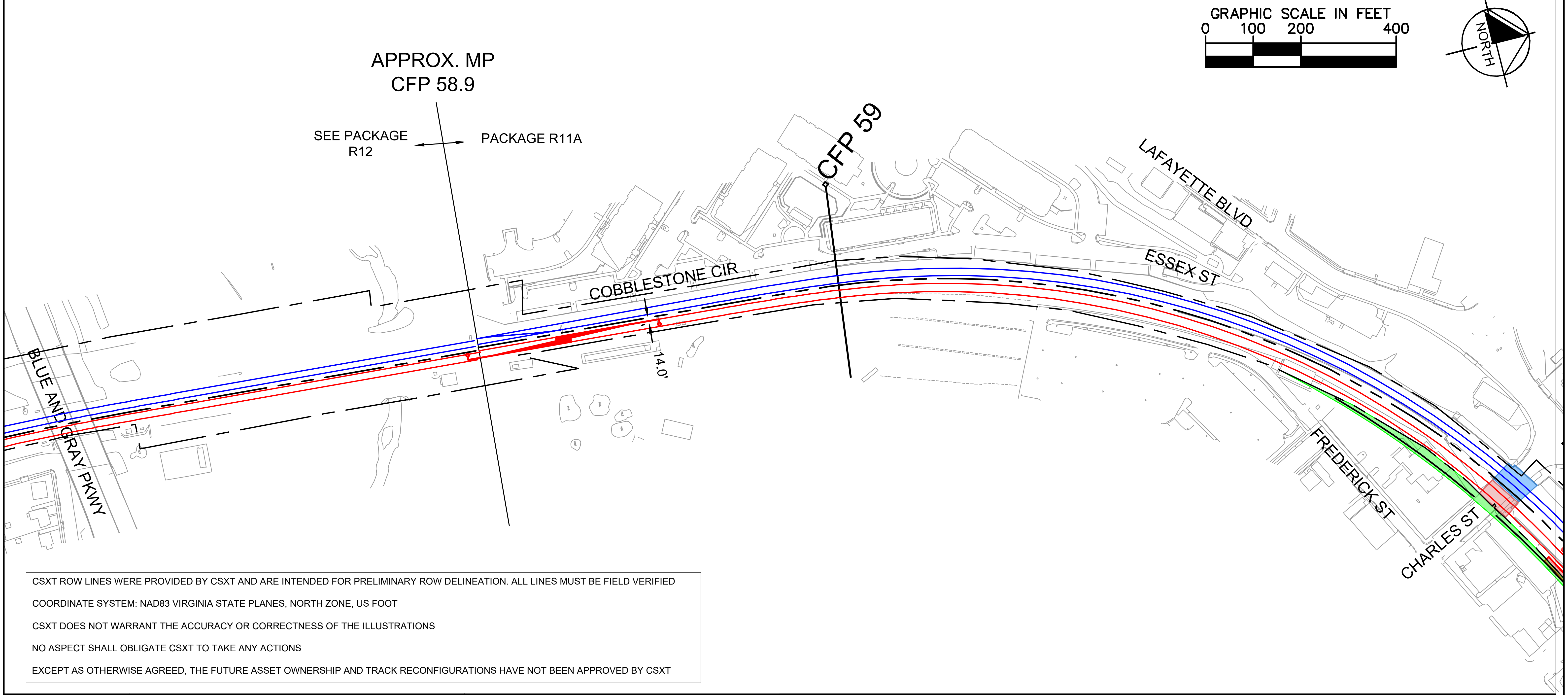
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-111
OF
EV-283

Mar. 19 2021 08:14 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track—K\CAD\Sheets\R11A—xS—Ownership—Layout.dwg By: Sydney.Gravitt

Exhibit B



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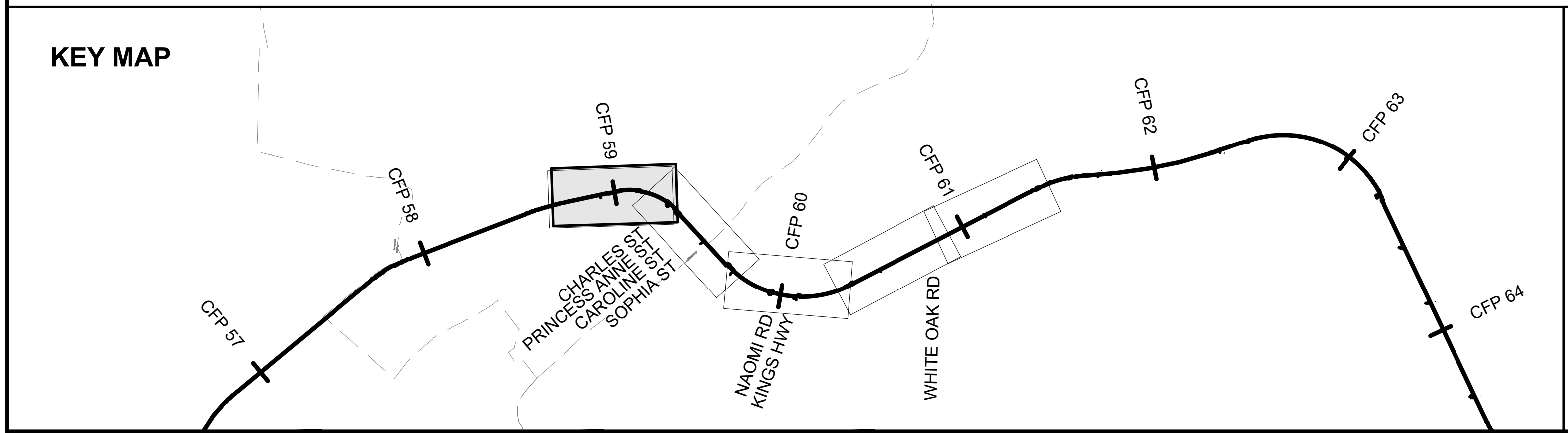


—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R11A - RAPPAHANNOCK RIVER THIRD TRACK

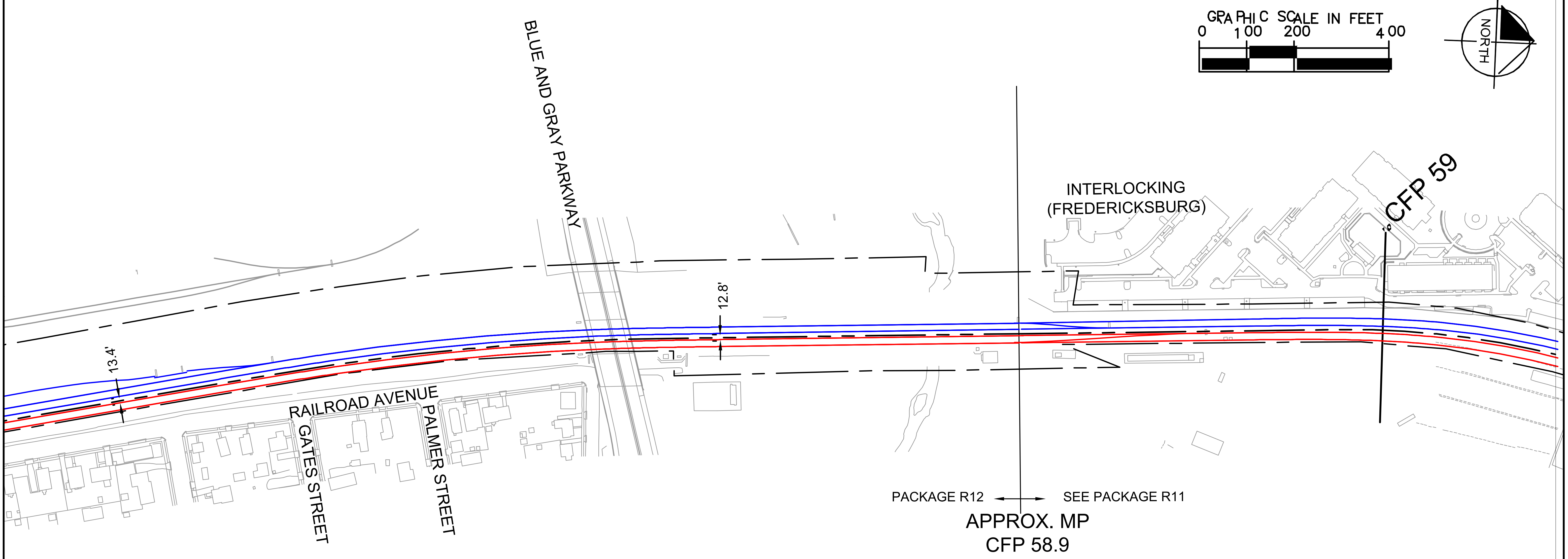
CSXT VAL MAP:V28538
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-112
OF
EV-283

Mar. 19 2021 08:14 am K:\VHA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R11A_Rappahannock River 3rd Track—K\CAD\Sheets\R11A—x3—Ownership—Layout.dwg By: Sydney.Orcutt

Exhibit B



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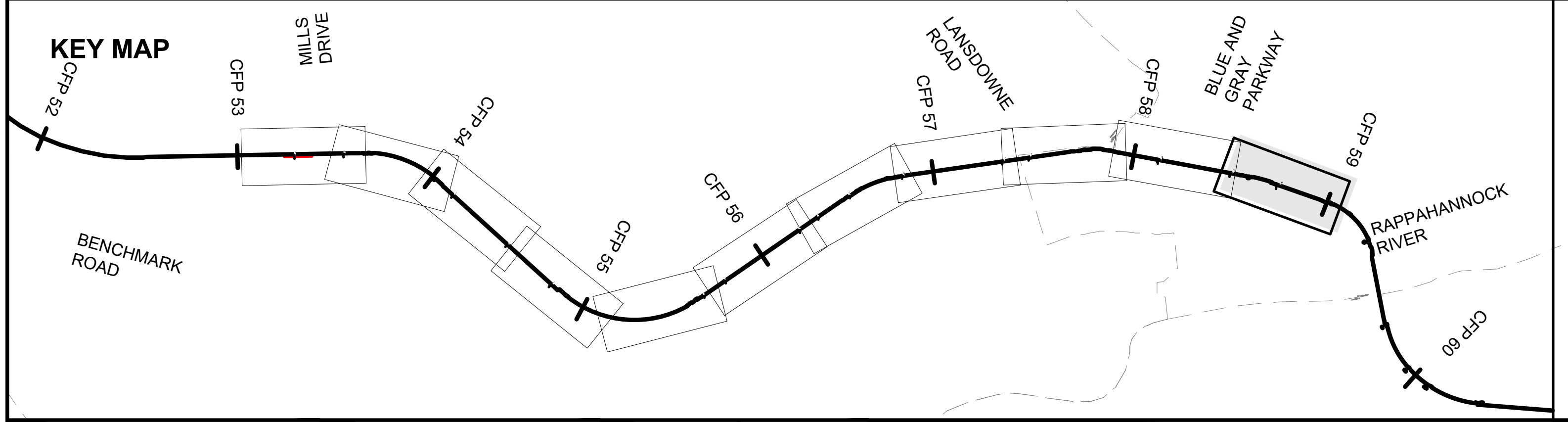

―	DRPT TRACK	🟥	DRPT BRIDGE
―	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
―	RETAINING WALL		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28538

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-113
OF
EV-283

Mar. 19 2021 08:22 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Ownership-Layout.dwg By: Sydney.Gravitt

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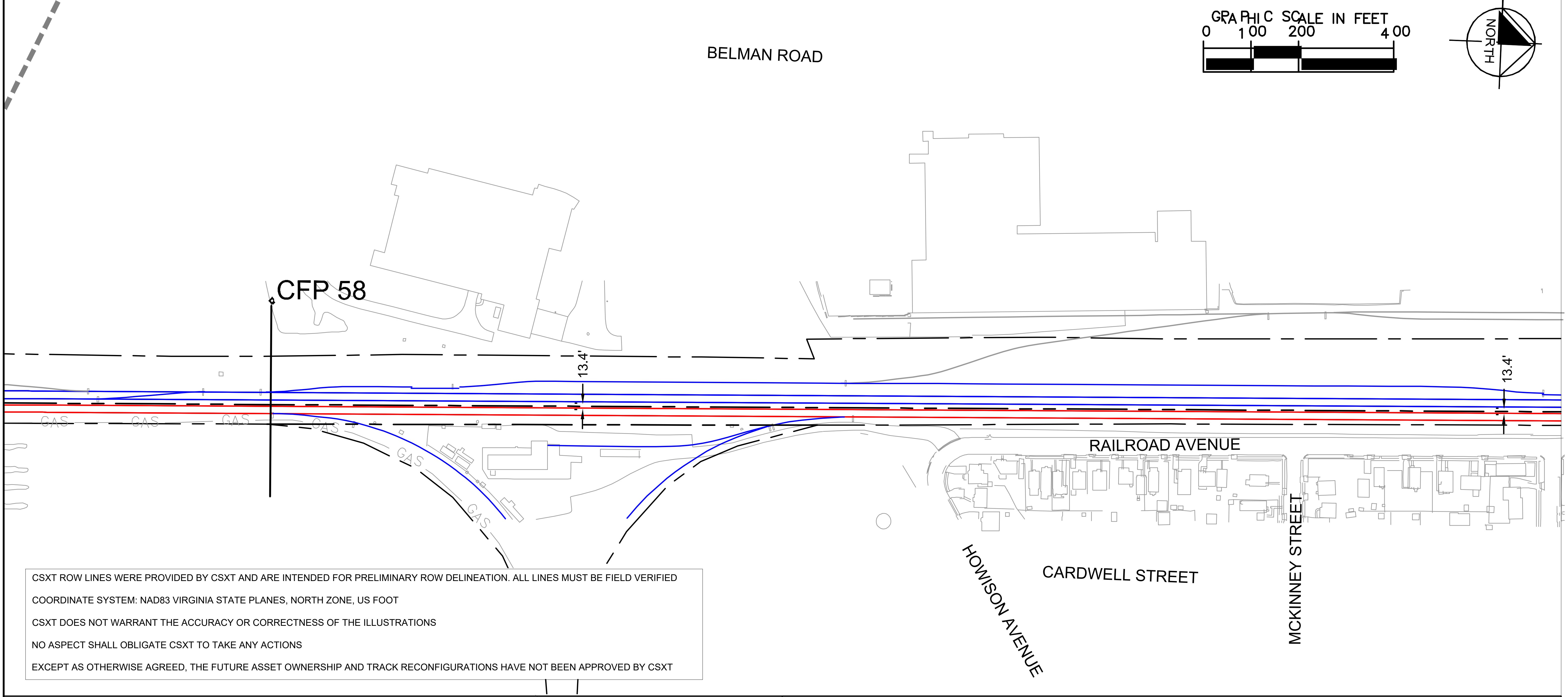
Exhibit B



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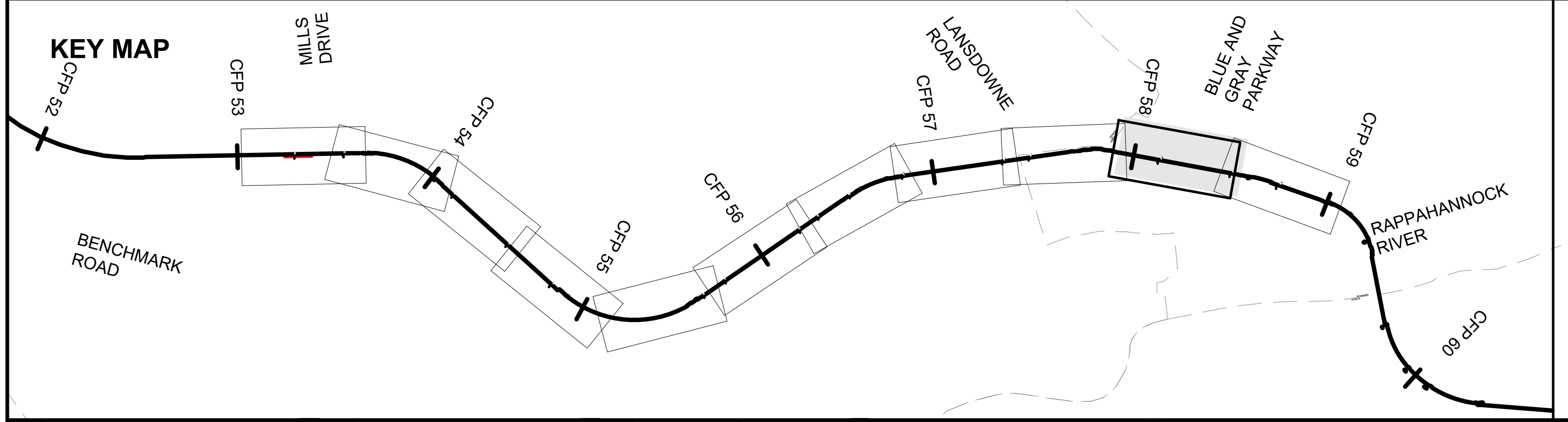


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—— - ——	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Stafford County/City of Fredericksburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28538

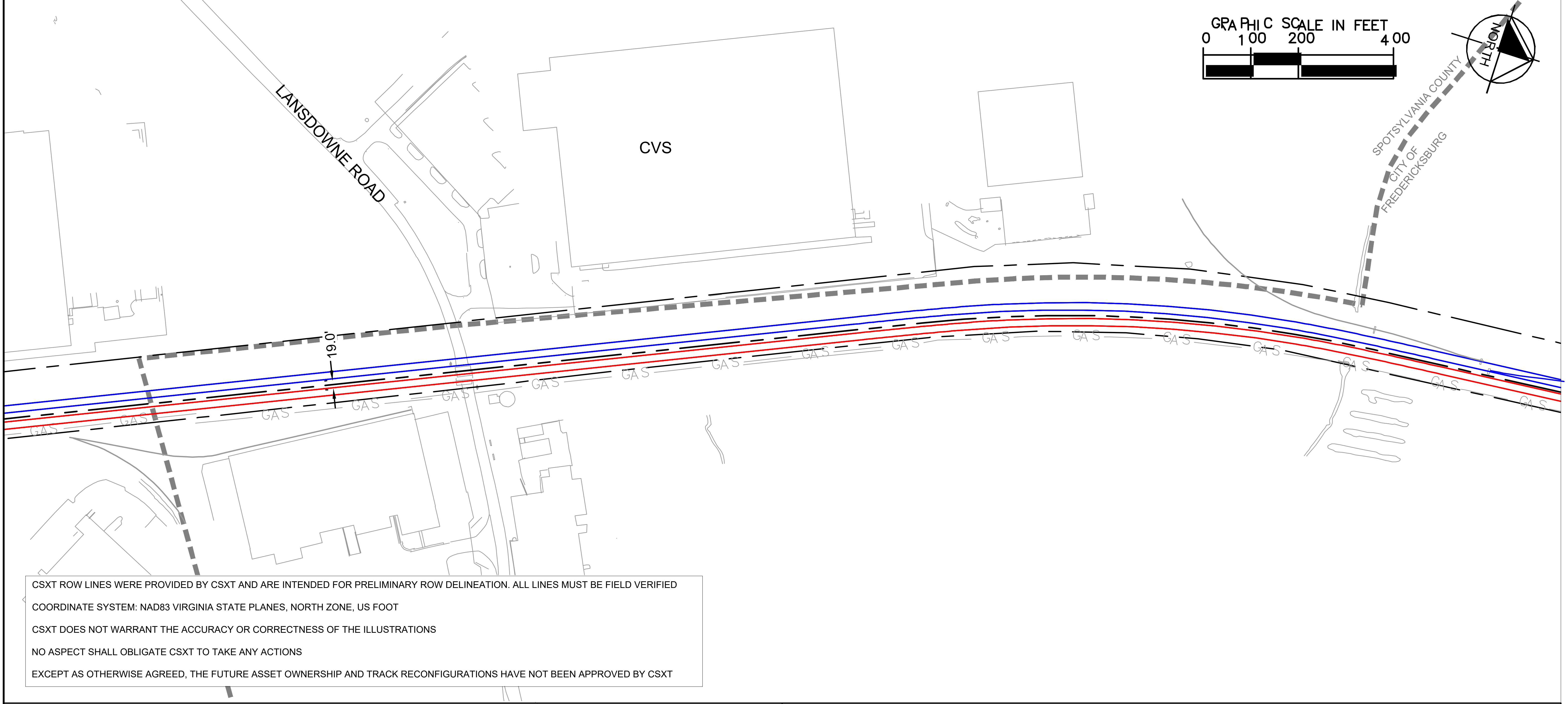
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-114
OF
EV-283

Mar. 19 2021 08:22 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Ownership-Layout.dwg By: Sydney.Gravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

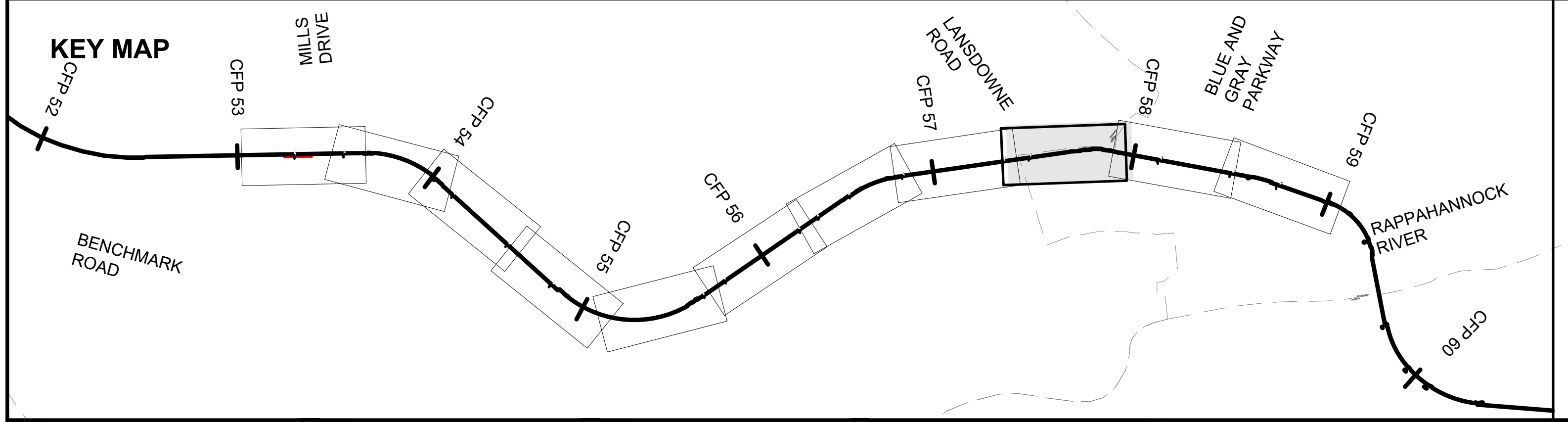
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



―	DRPT TRACK	🟥	DRPT BRIDGE
―	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
■ ■ ■	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
―	RETAINING WALL		

JURISDICTION: City of Fredericksburg/Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28659

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-115
OF
EV-283

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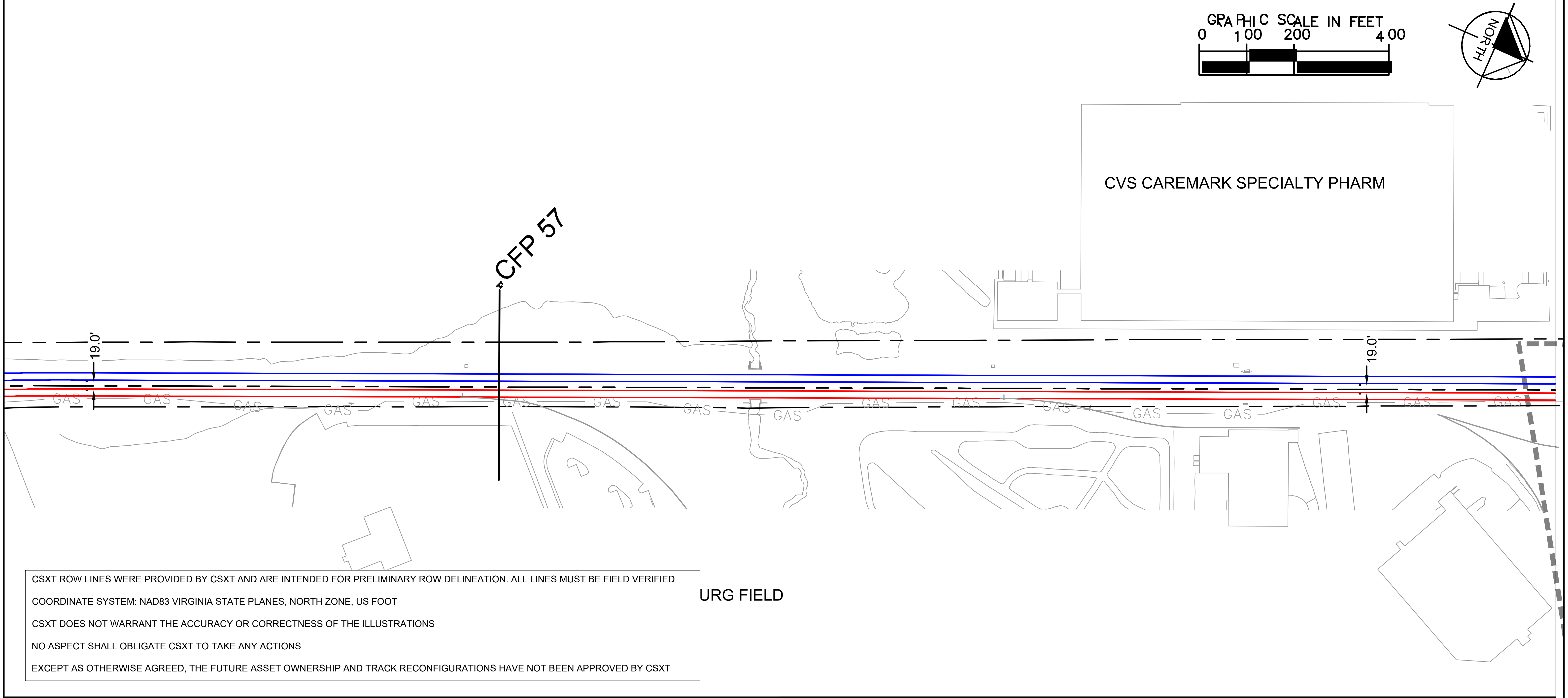

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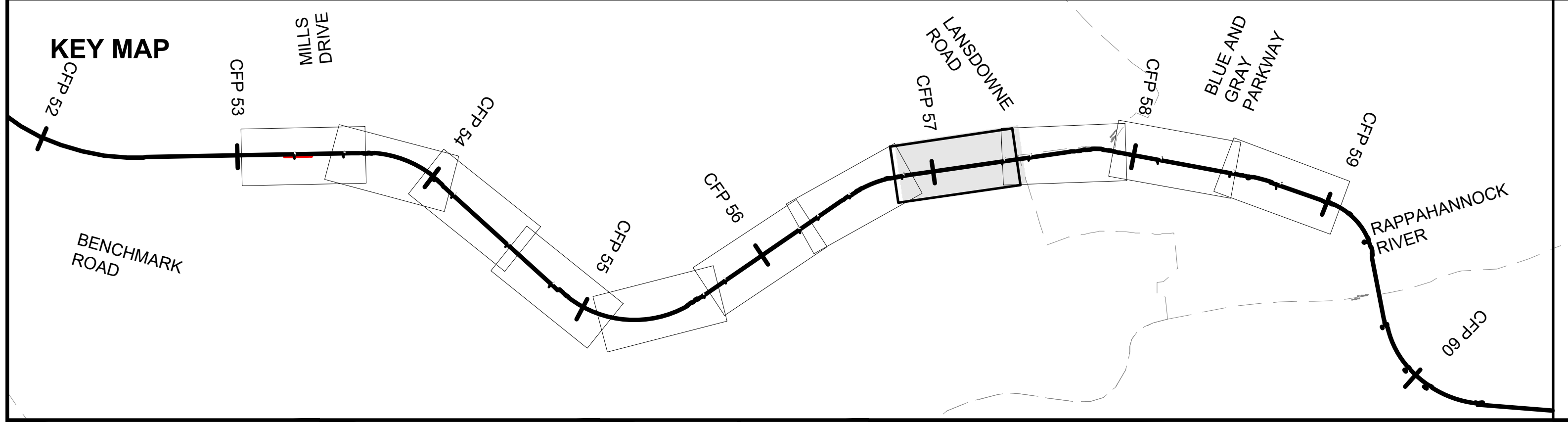

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
▨	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: City of Fredericksburg/Spotsylvania County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28659

DATE: 3/19/2021

SHEET EV-116 OF EV-283

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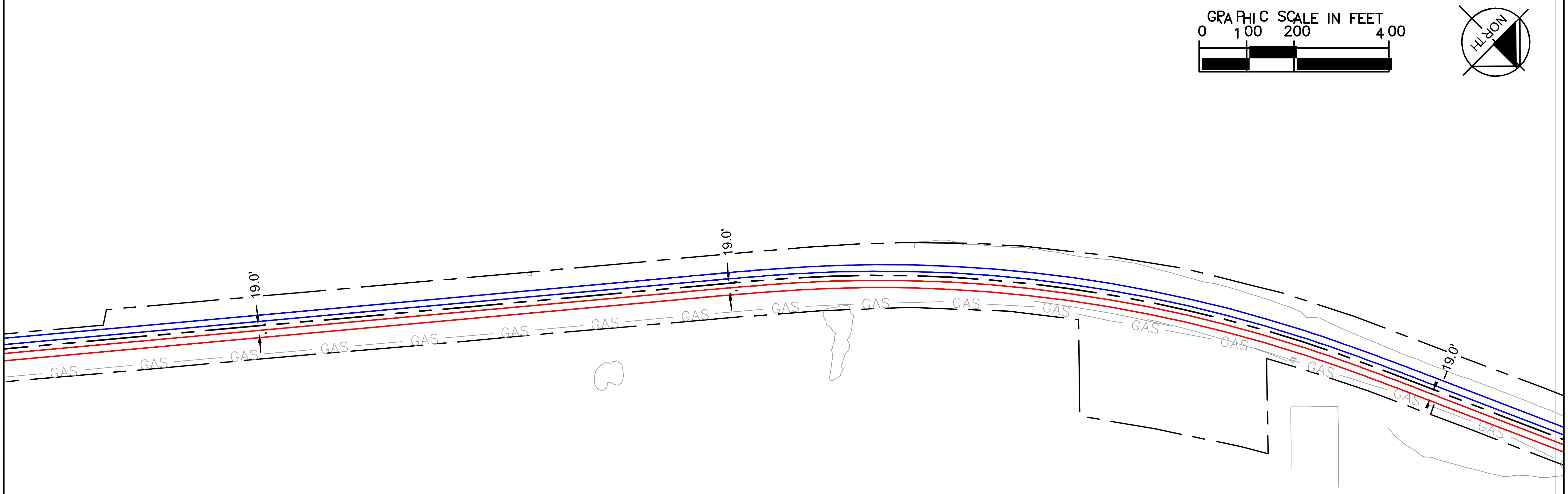
Exhibit B



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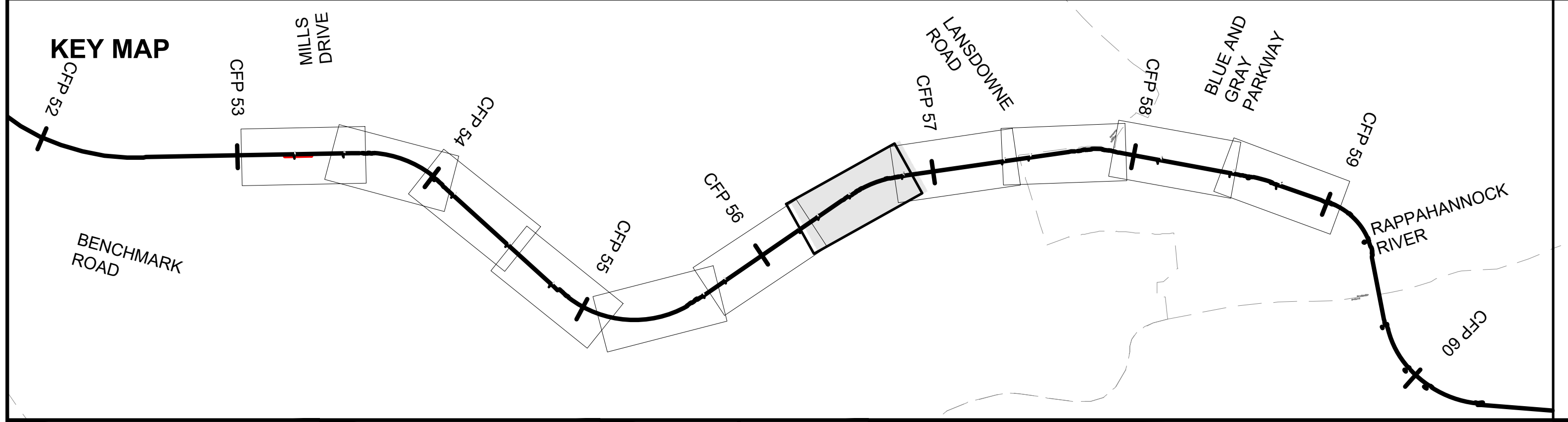


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Fredericksburg/Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

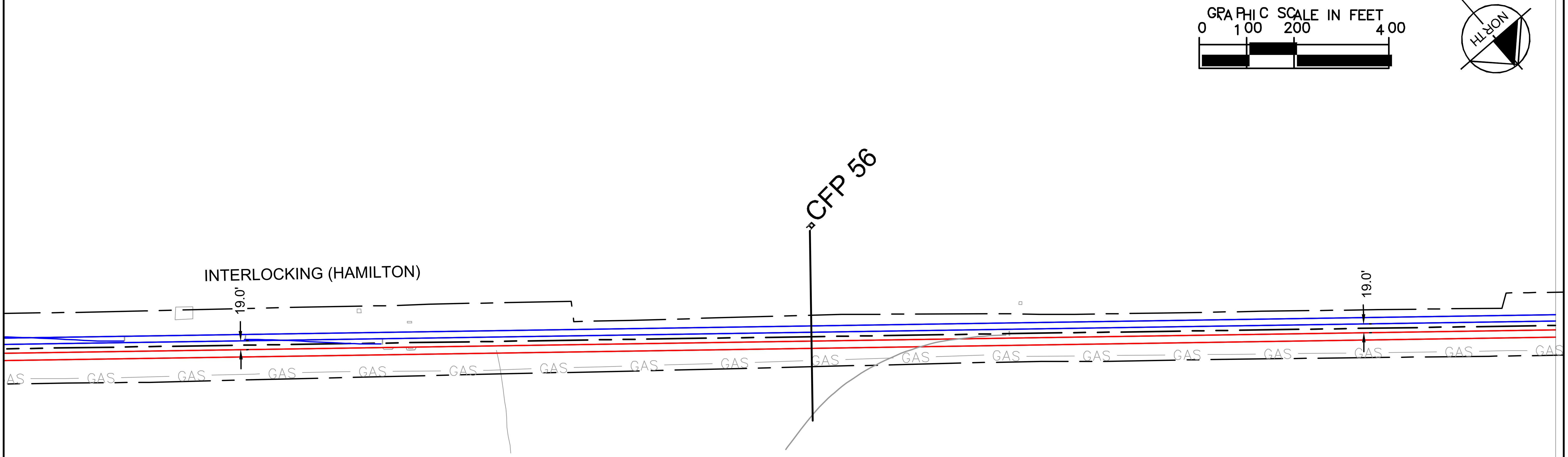
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28659
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-117
OF
EV-283

Mar, 19 2021 08:22 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Ownership-Layout.dwg By: Sydney.Grovitt



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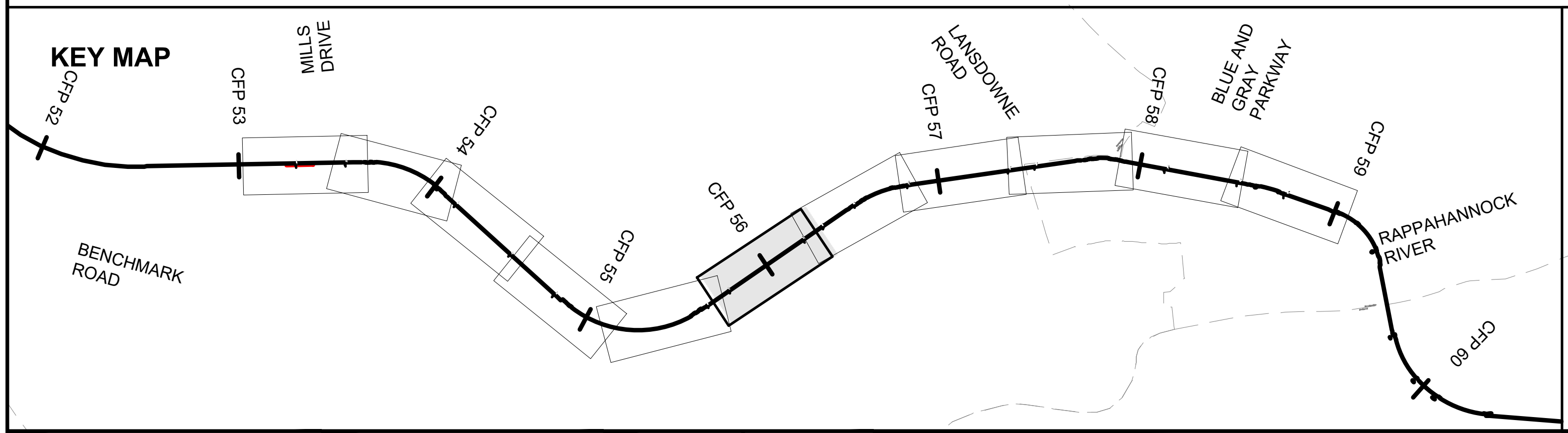

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28655
DATE: 3/19/2021

SHEET
EV-118
OF
EV-283

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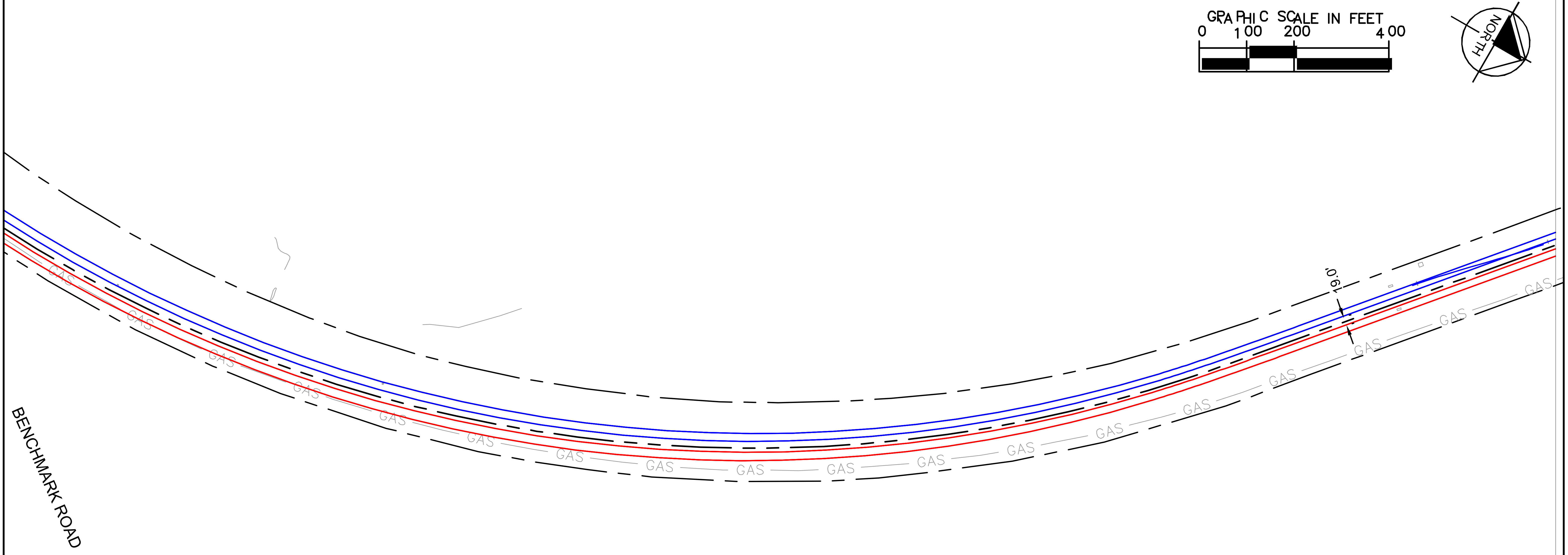
Exhibit B



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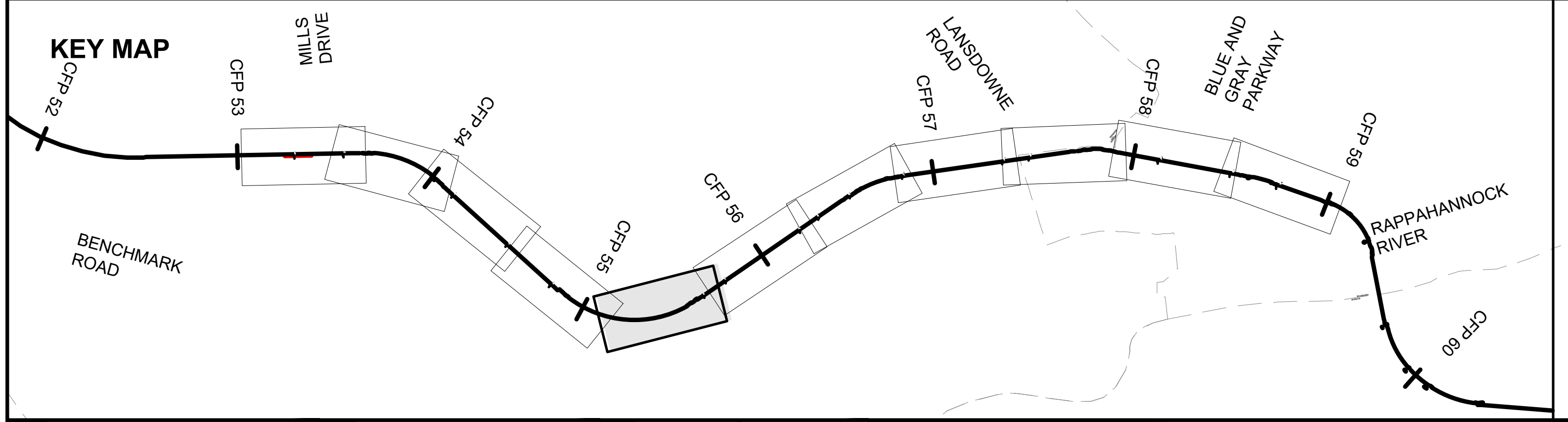

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28655

DATE: 3/19/2021

SHEET
EV-119
OF
EV-283

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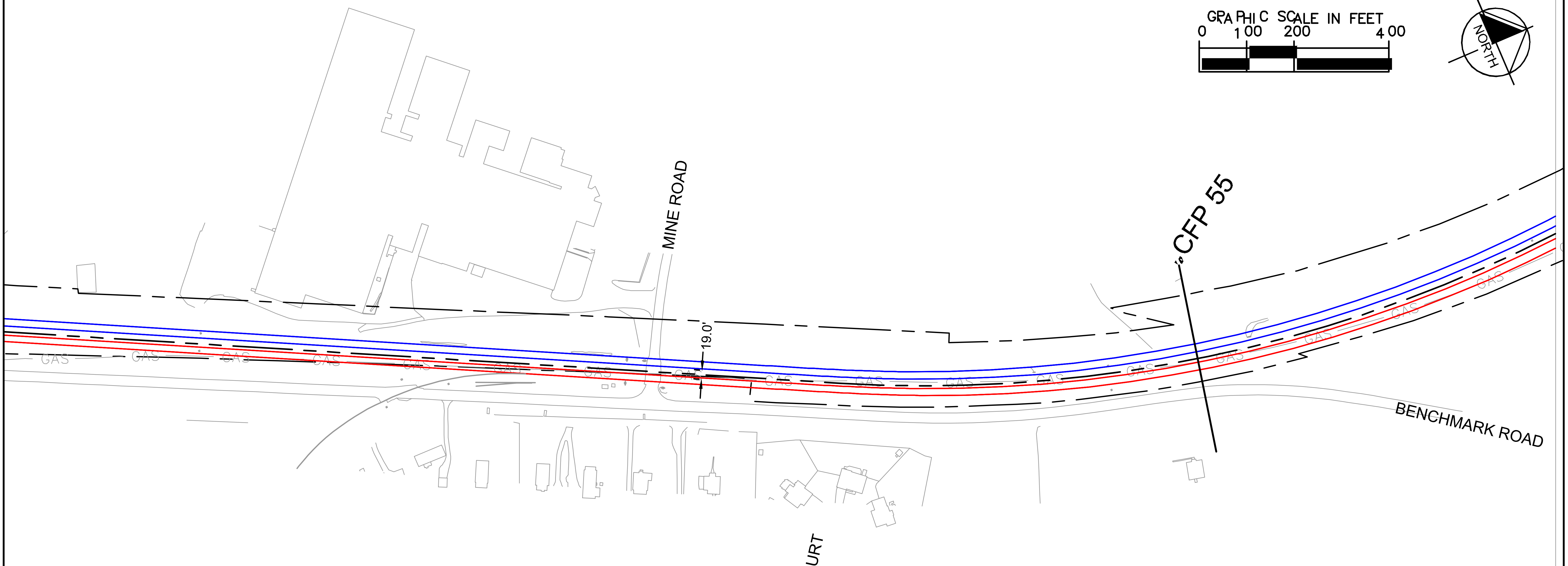
Exhibit B



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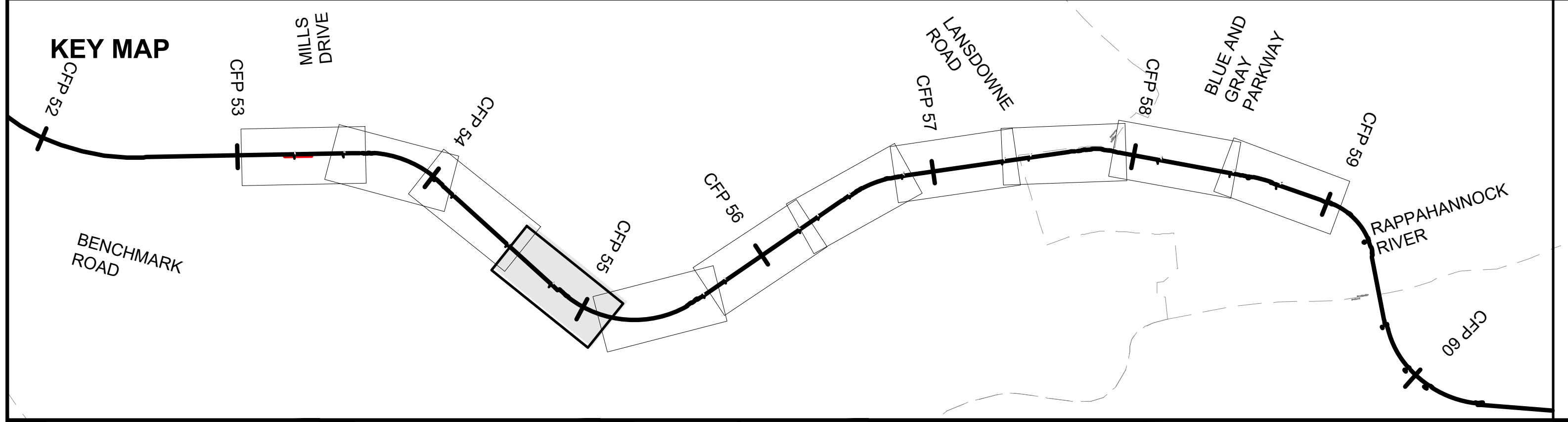

—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28655
DATE: 3/19/2021

SHEET
EV-120
OF
EV-283

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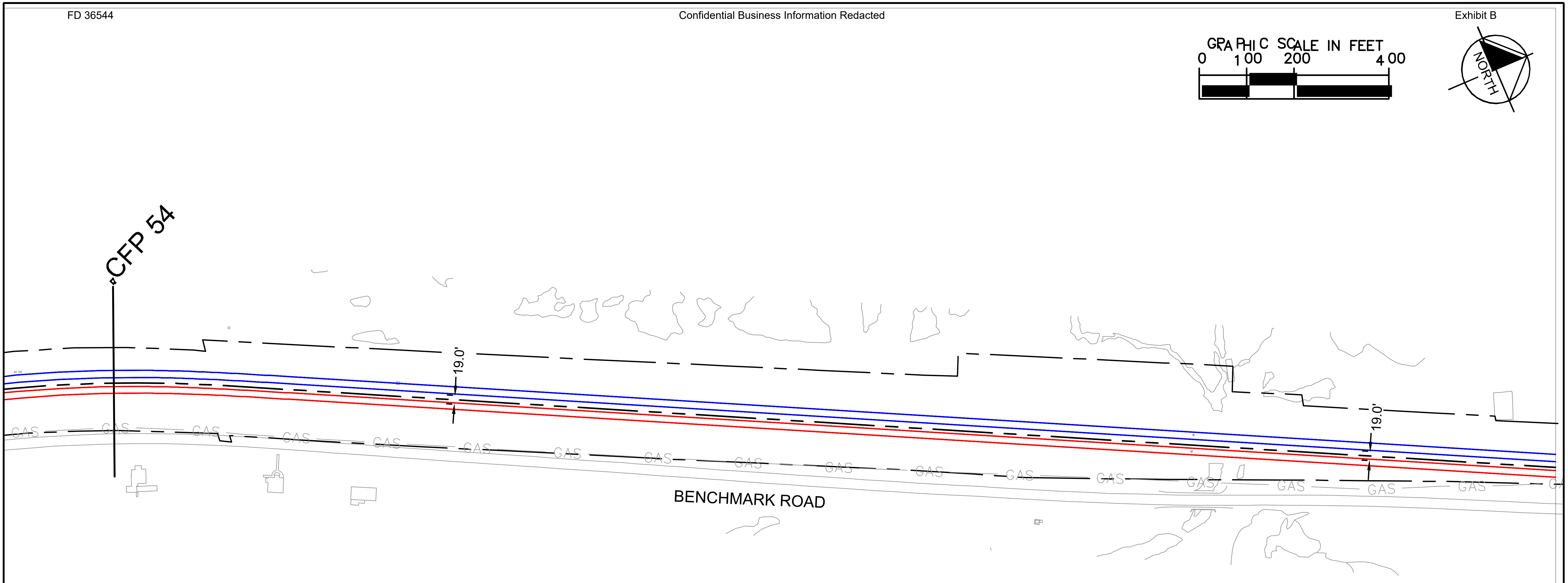
Exhibit B



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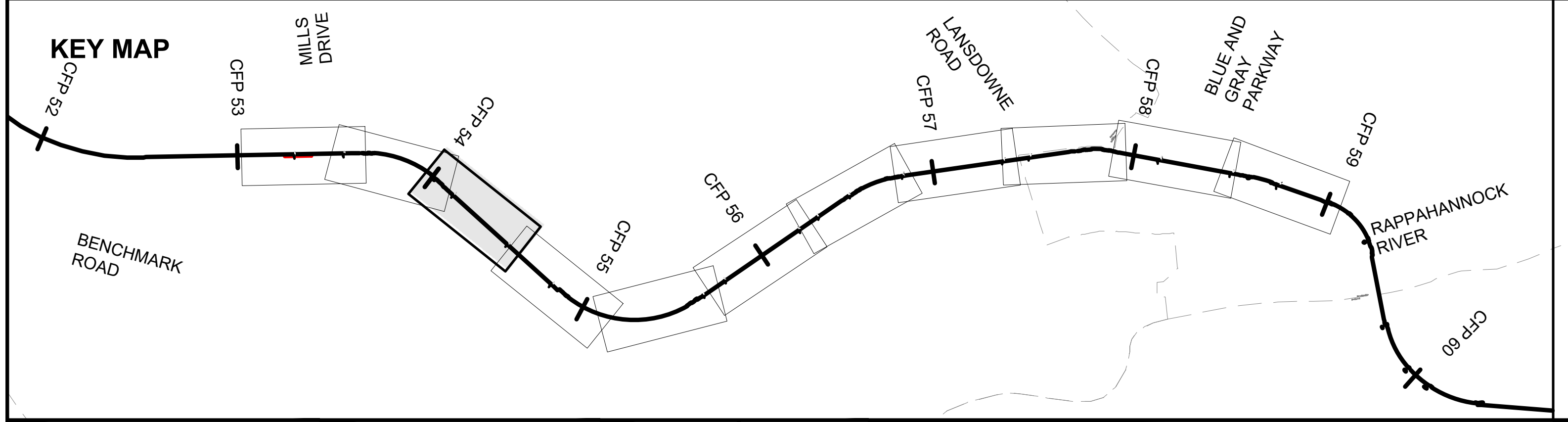

🟥 line	DRPT TRACK	🟥	DRPT BRIDGE
🟦 line	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28655
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-121
OF
EV-283

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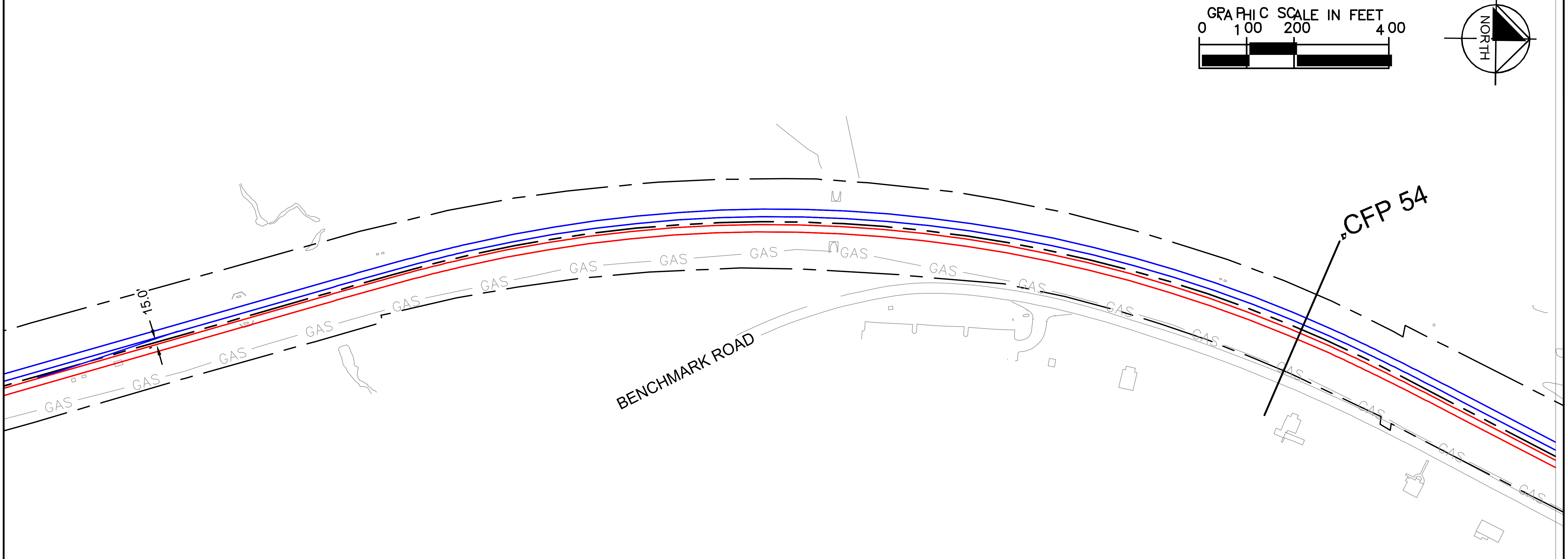
Exhibit B



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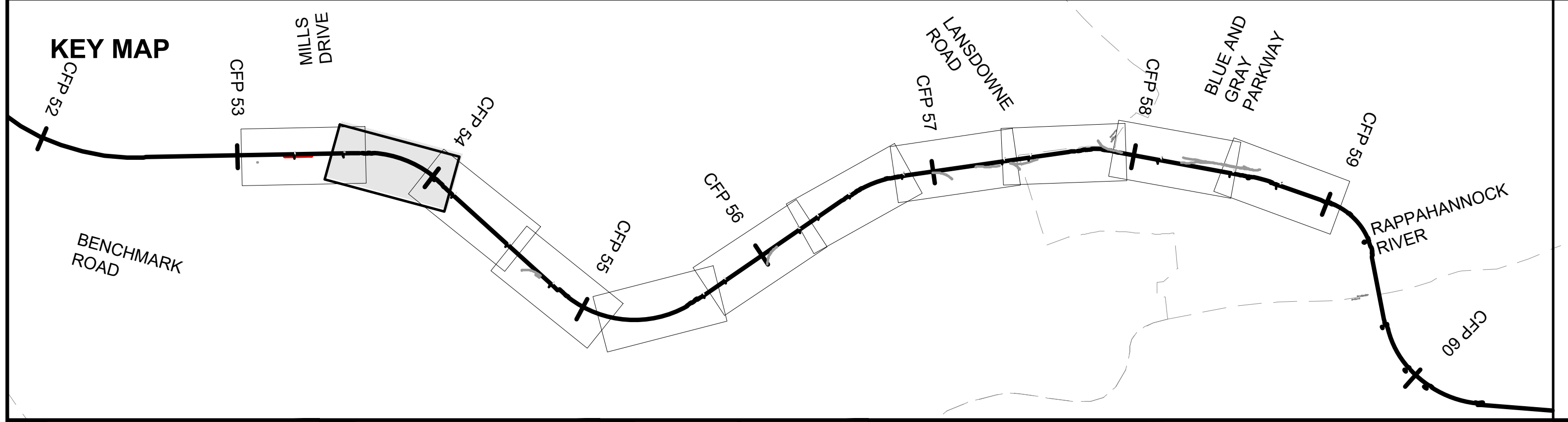

▬	DRPT TRACK	🟥	DRPT BRIDGE
▬	CSXT TRACK	🟦	CSXT BRIDGE
— — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
▬	RETAINING WALL		

JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28654

DATE: 3/19/2021

SHEET
EV-122
OF
EV-283

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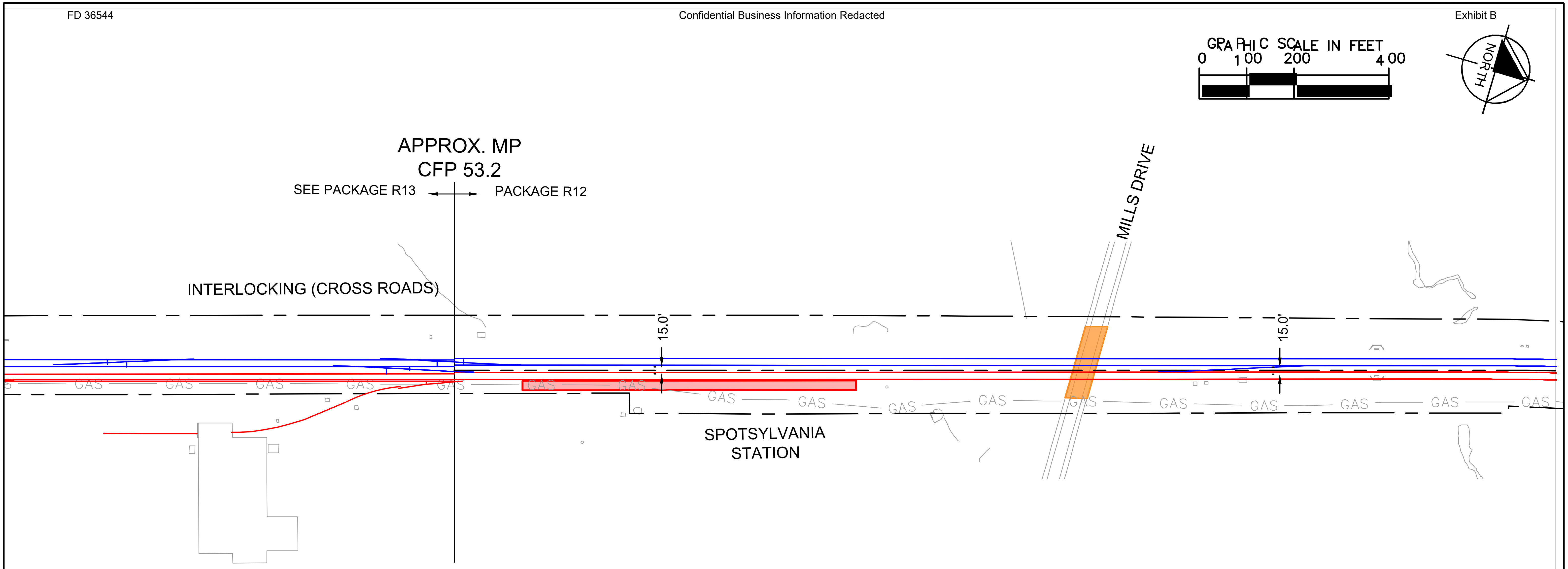
Exhibit B



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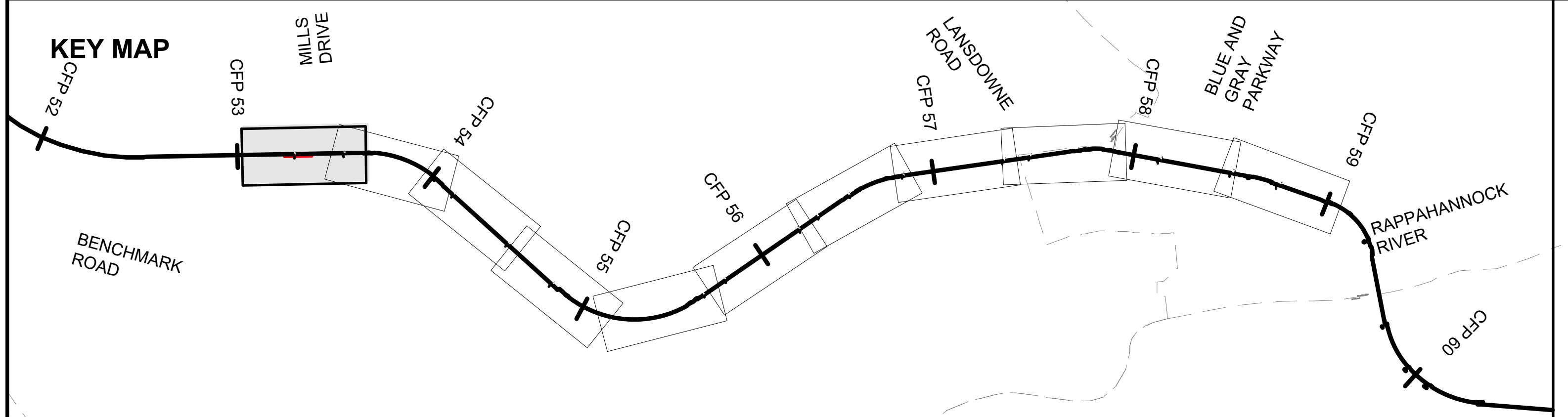


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

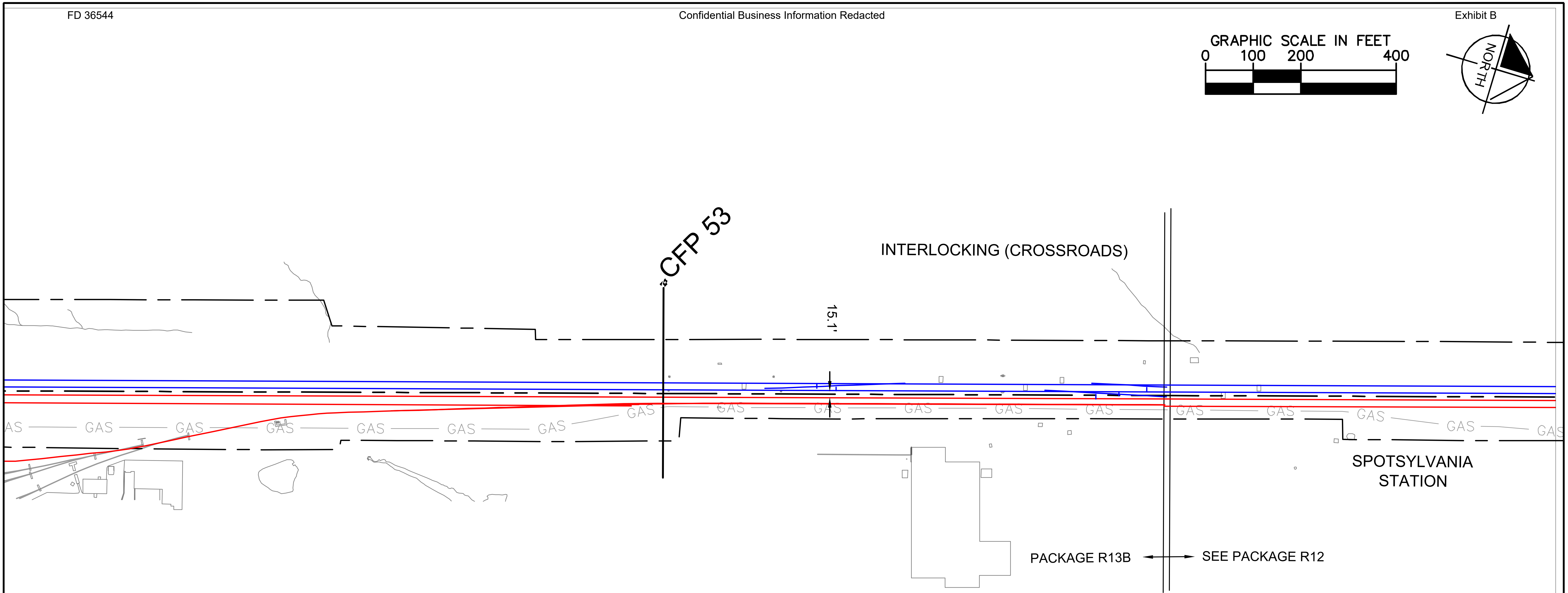
JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R12-FREDERICKSBURG TO CROSSROADS

CSXT VAL MAP:V28654
DATE: 3/19/2021

SHEET
EV-123
OF
EV-283

Mar. 19 2021 08:22 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R12_FB to XR\CAD\Sheets\R12-xS-Ownership-Layout.dwg By: Sydney.Gravitt



APPROX. MP
CFP 53.2

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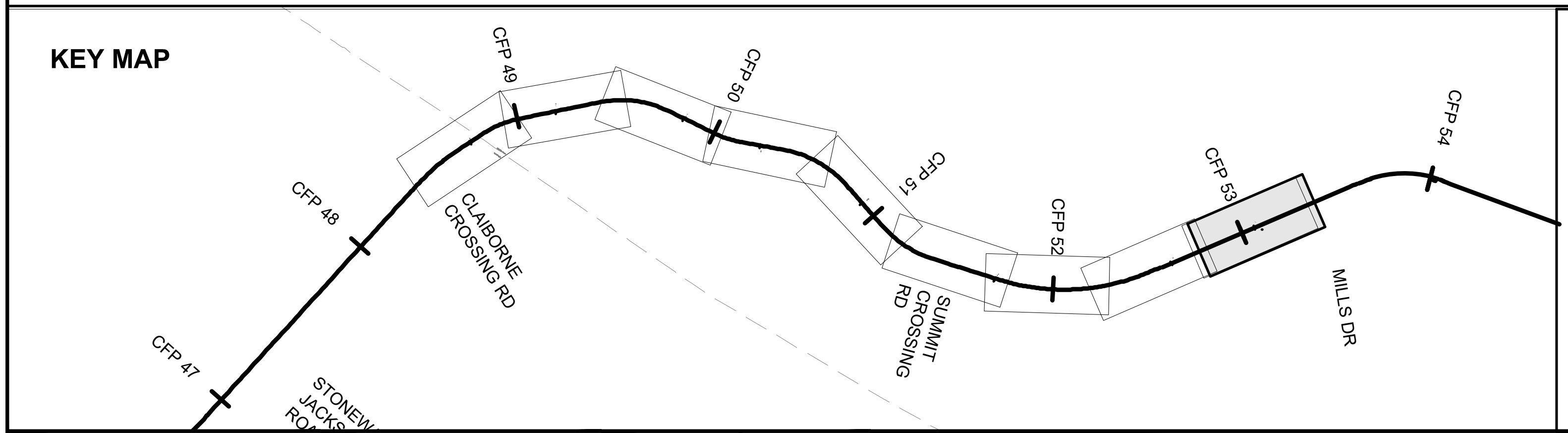


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
— - —	CSXT ROW		

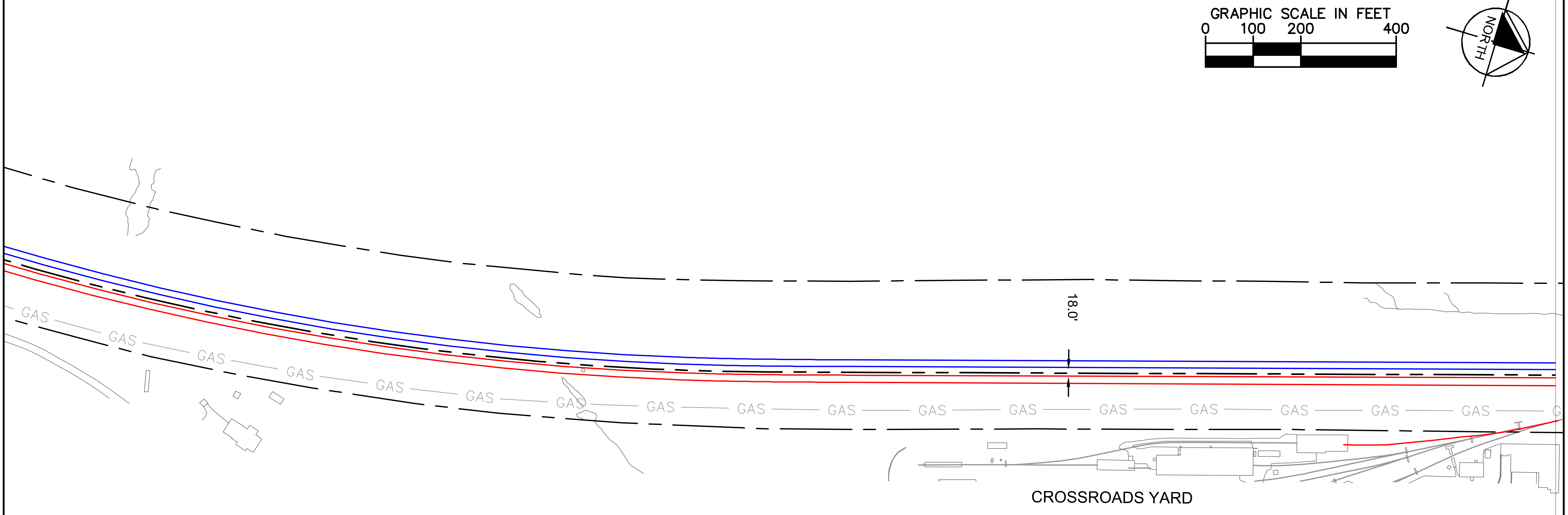
JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28654
DATE: 3/19/2021

SHEET
EV-124
OF
EV-283

Mar. 19 2021 12:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R13B_Crossroads 3rd Track-F\CAD\Sheets\Ownership\R13B_xS-Ownership-Layout.dwg By: Sydney.Gravitt



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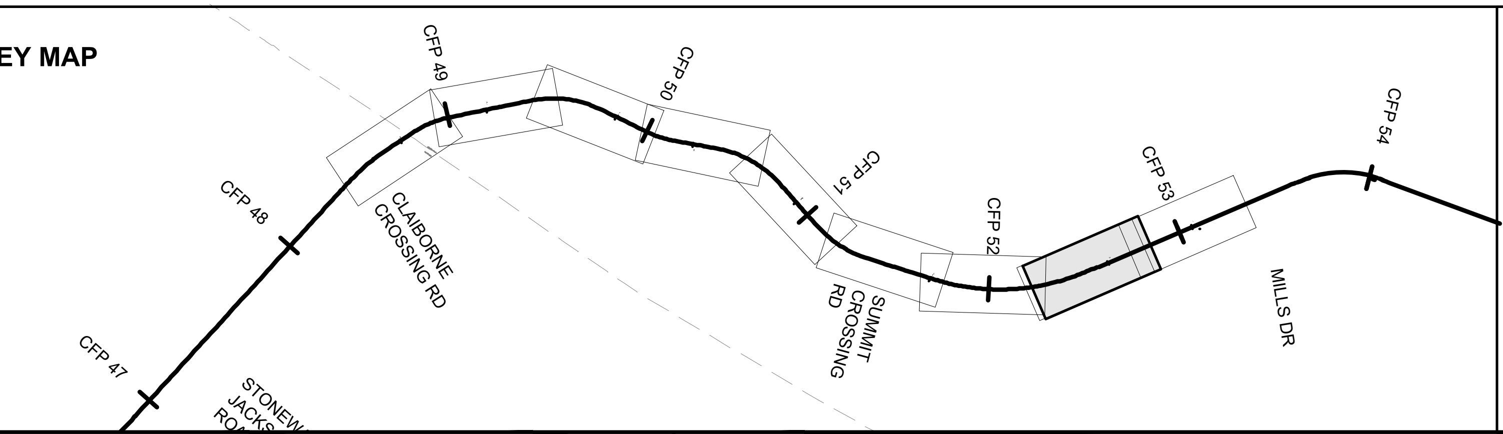


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS

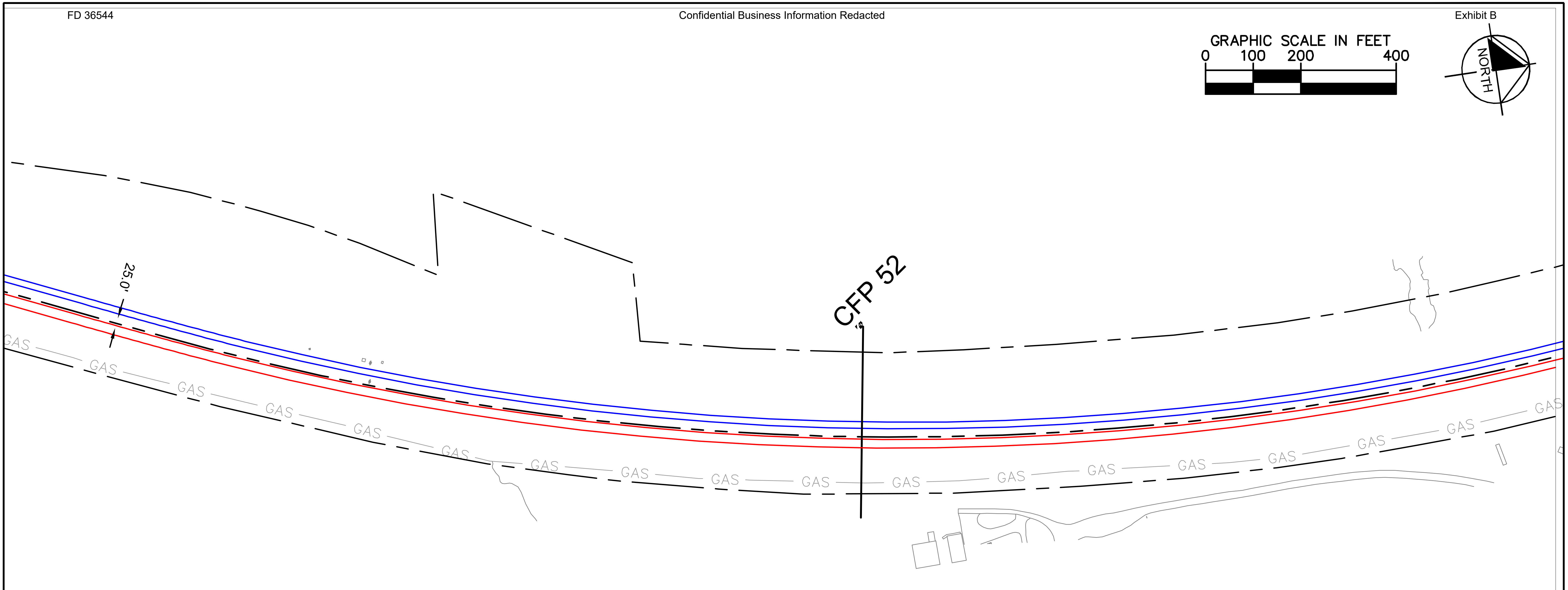
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28654

DATE: 3/19/2021

Exhibit B



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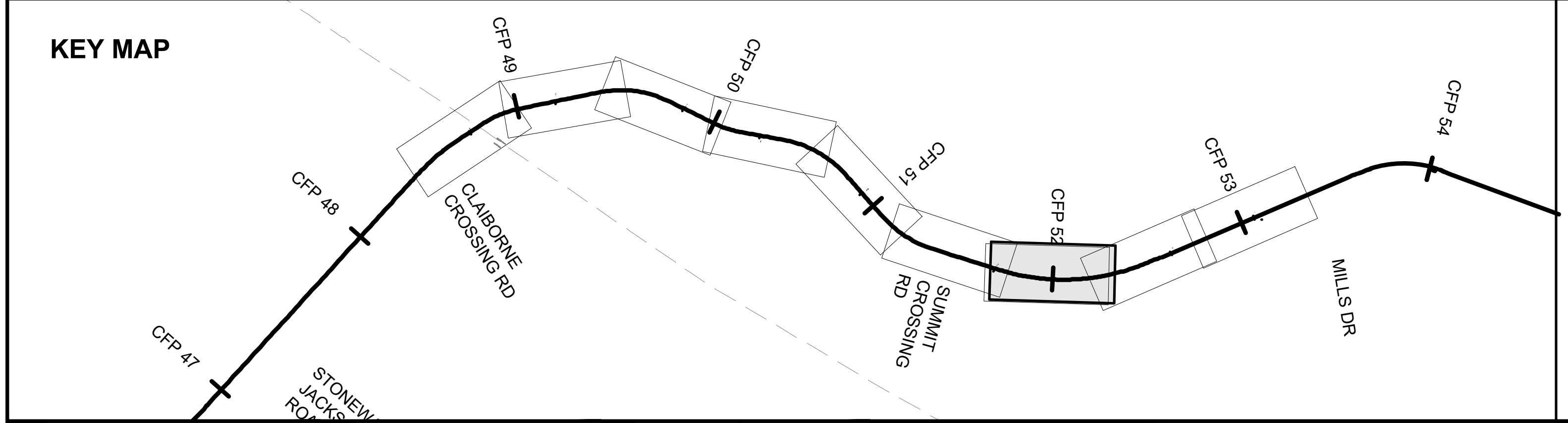

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13B - CROSSROADS THIRD TRACK (SIDING F)

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SHEET
EV-126
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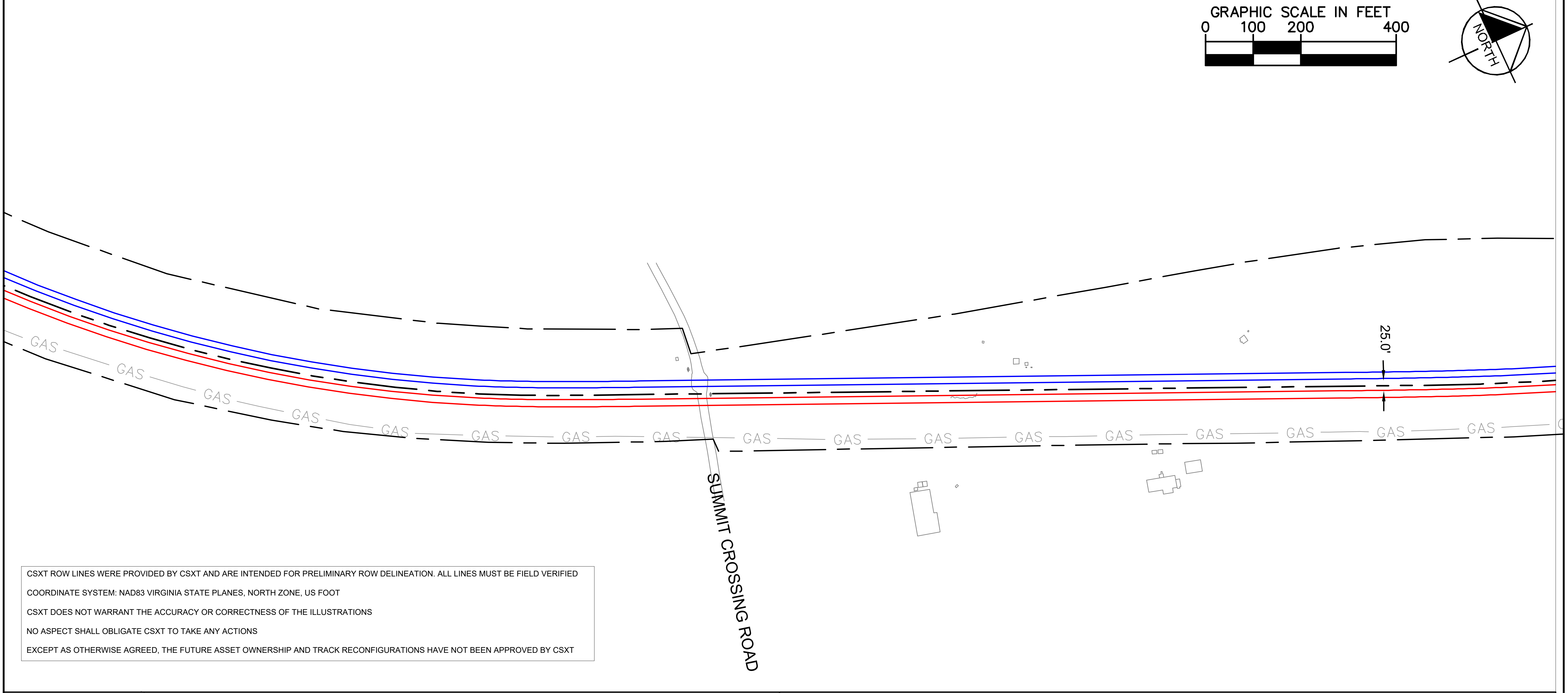
EV-283

Mar. 19 2021 12:16 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13B_Crossroads 3rd Track-F\CAD\Sheets\Ownership\R13B_xS-Ownership-Layout.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

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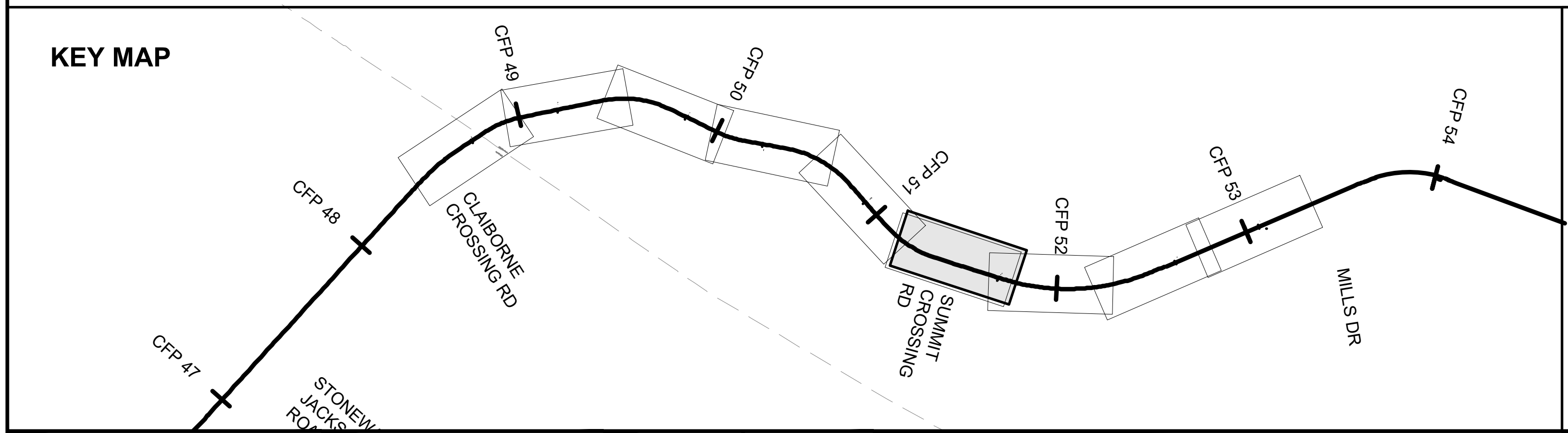
KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28652
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-127
OF
EV-283

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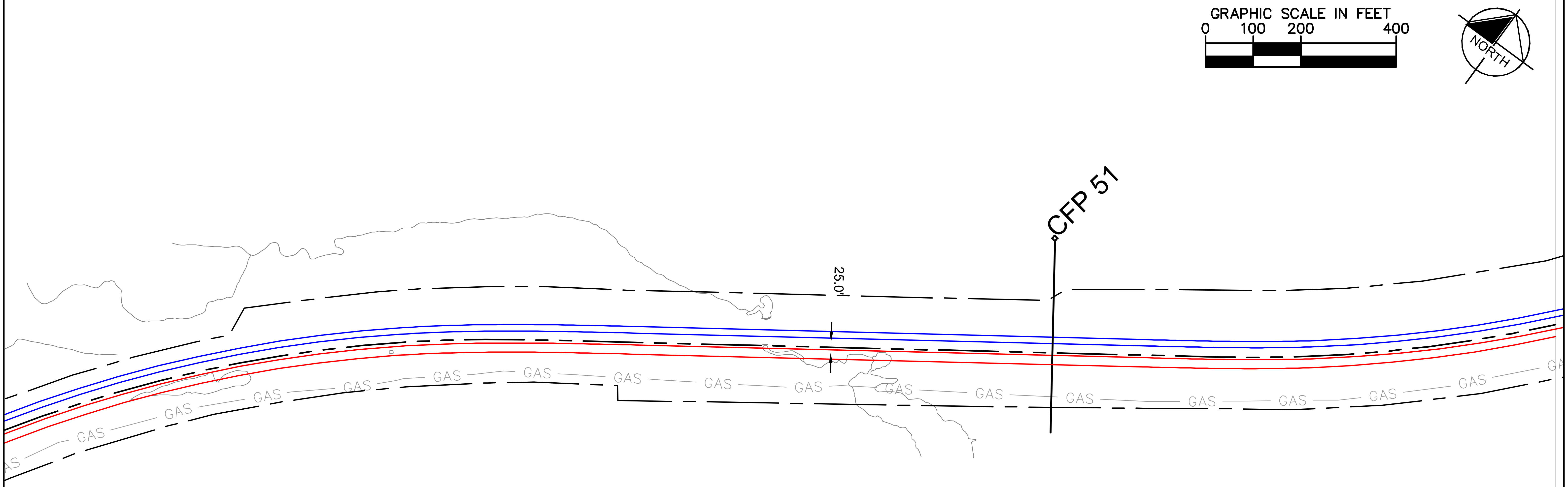
Exhibit B



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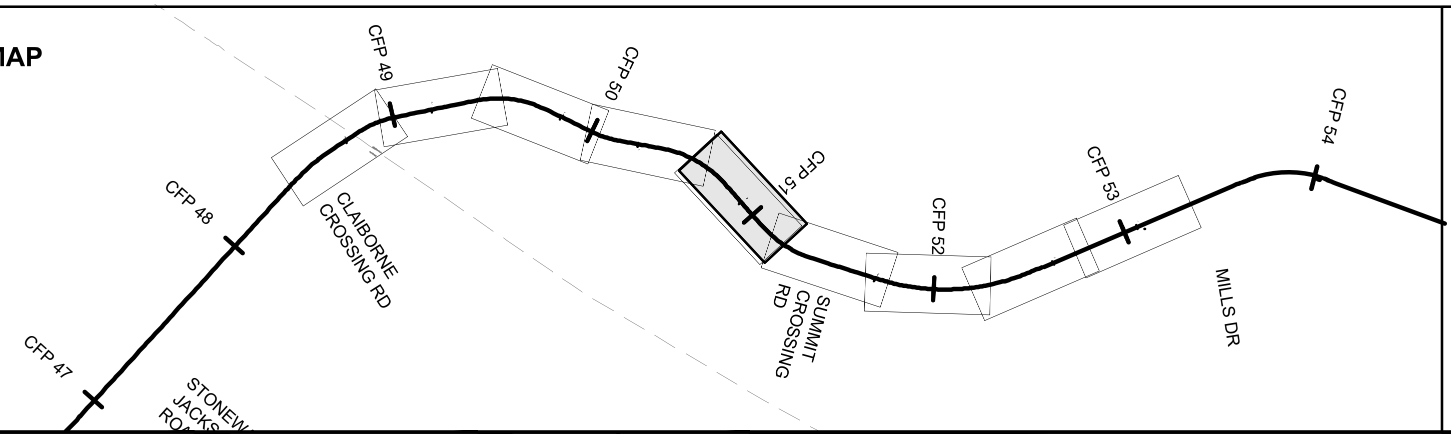


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County

CSX How tomorrow moves

DRPT

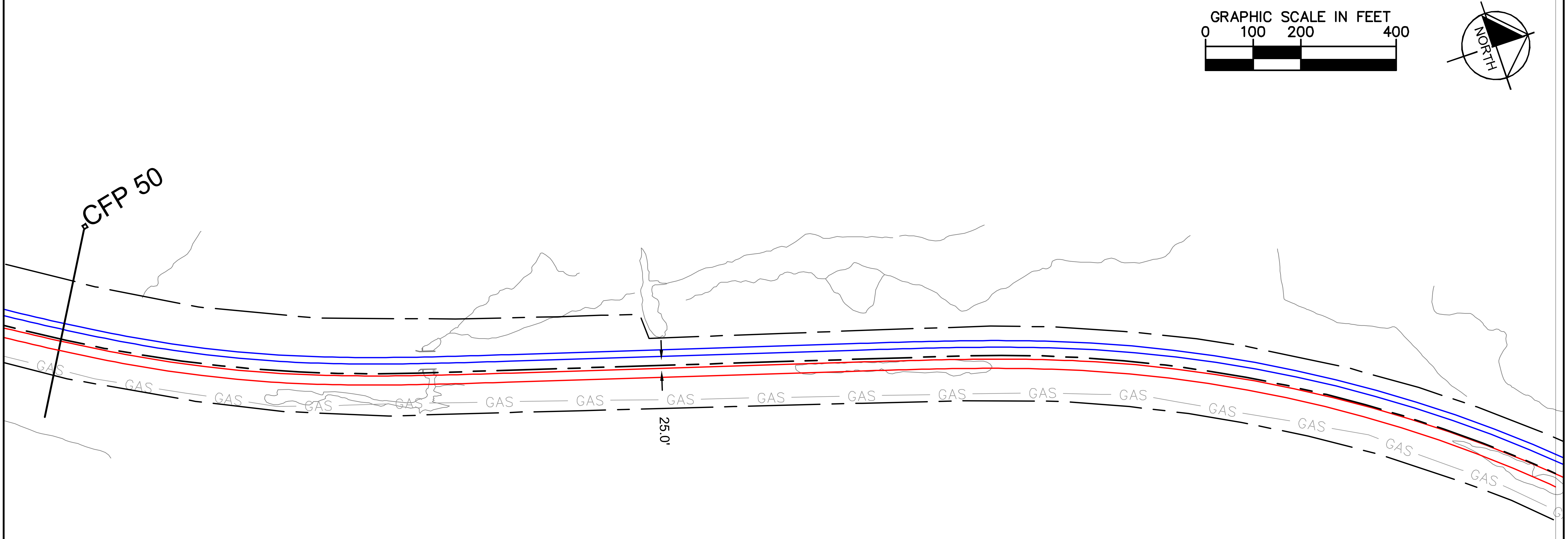
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28652
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-128
OF
EV-283

Mar. 19 2021 12:16 pm K:\VVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13B_Crossroads 3rd Track-F\CAD\Sheets\Ownership\R13B_xS-Ownership-Layout.dwg By: Sydney.Gravitt



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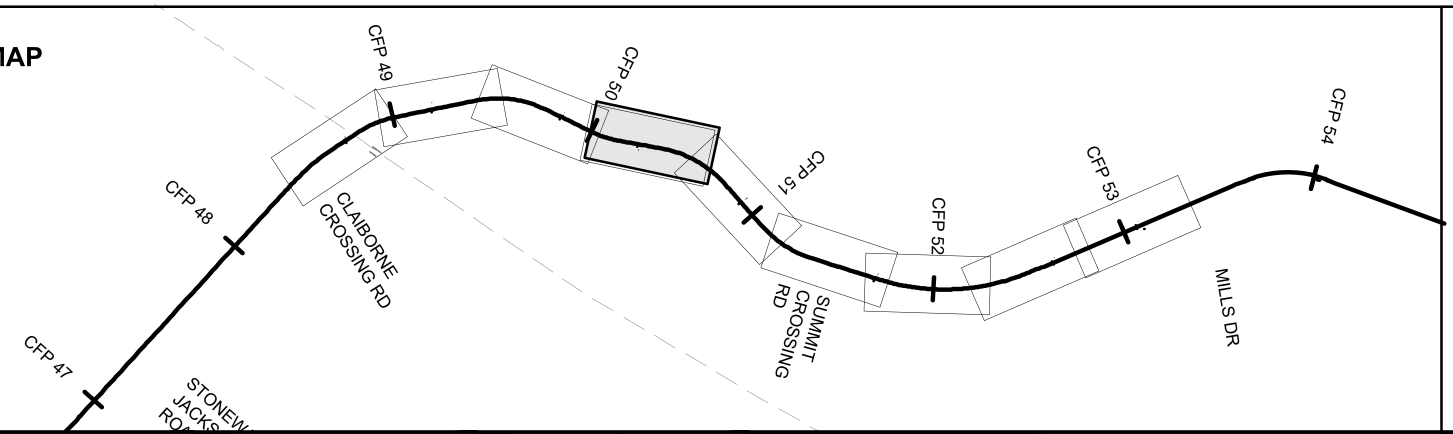


🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
— - —	CSXT ROW
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE

JURISDICTION: Spotsylvania County

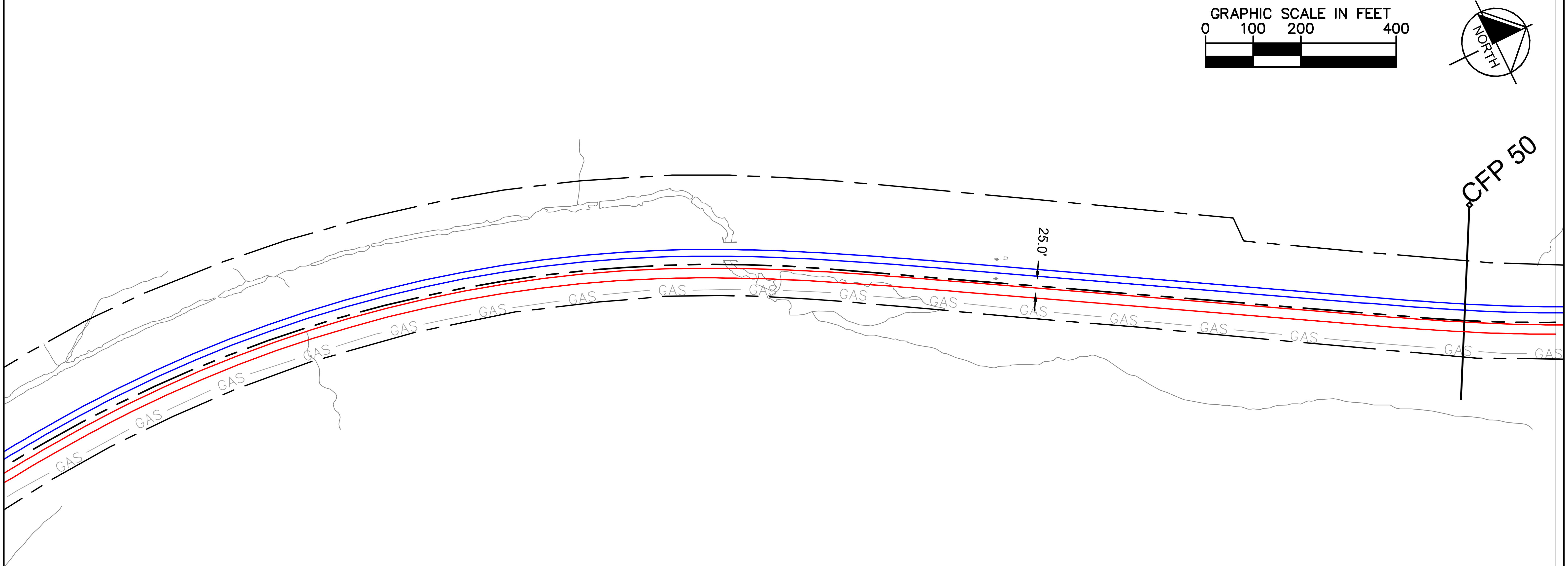
CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28652
DATE: 3/19/2021

Kimley»Horn



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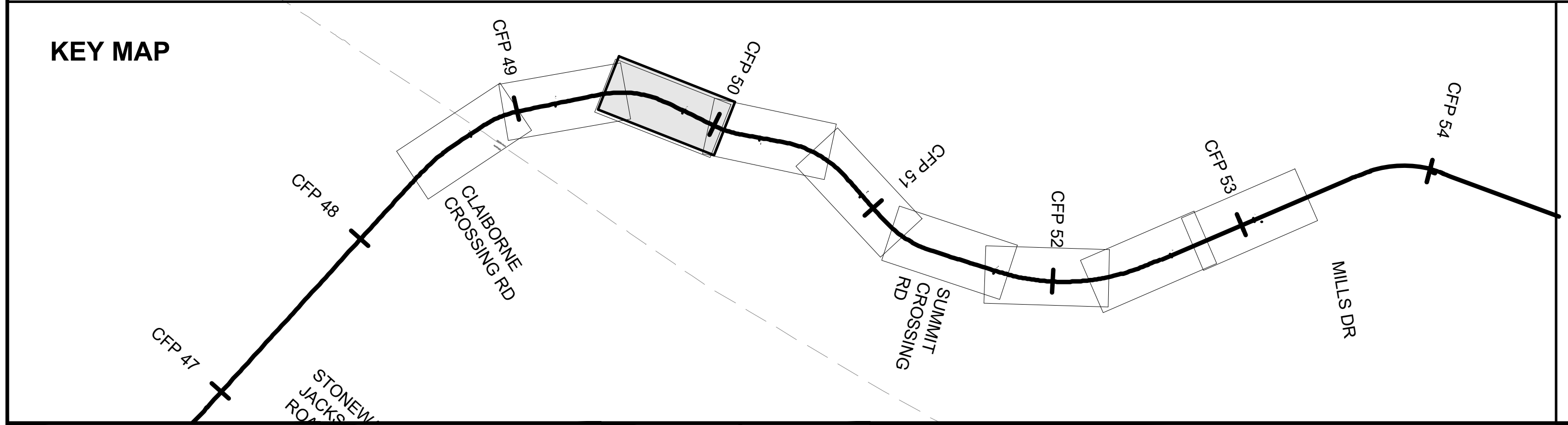

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
—— - ——	CSXT ROW		

JURISDICTION: Spotsylvania County/Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28651
DATE: 3/19/2021

SHEET
EV-130
OF
EV-283

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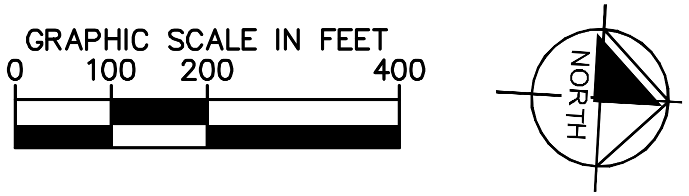
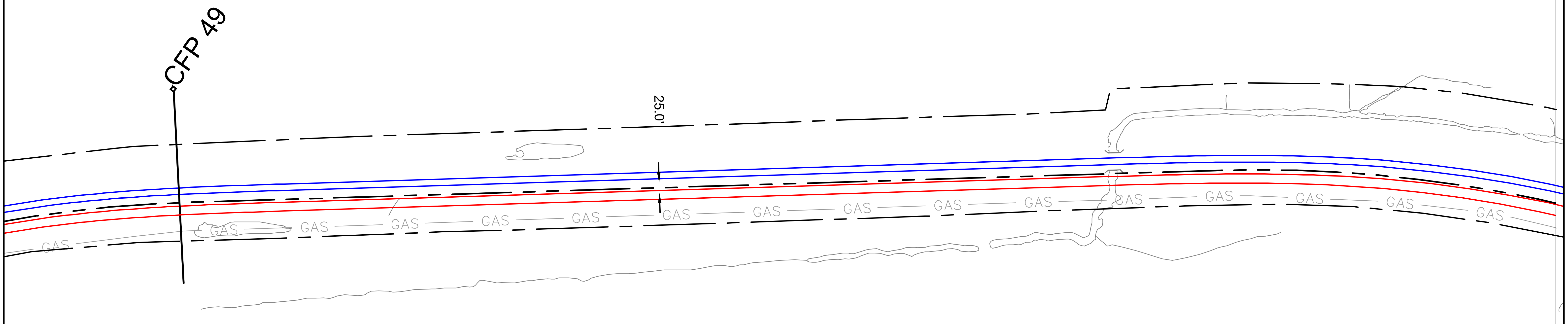
Exhibit B





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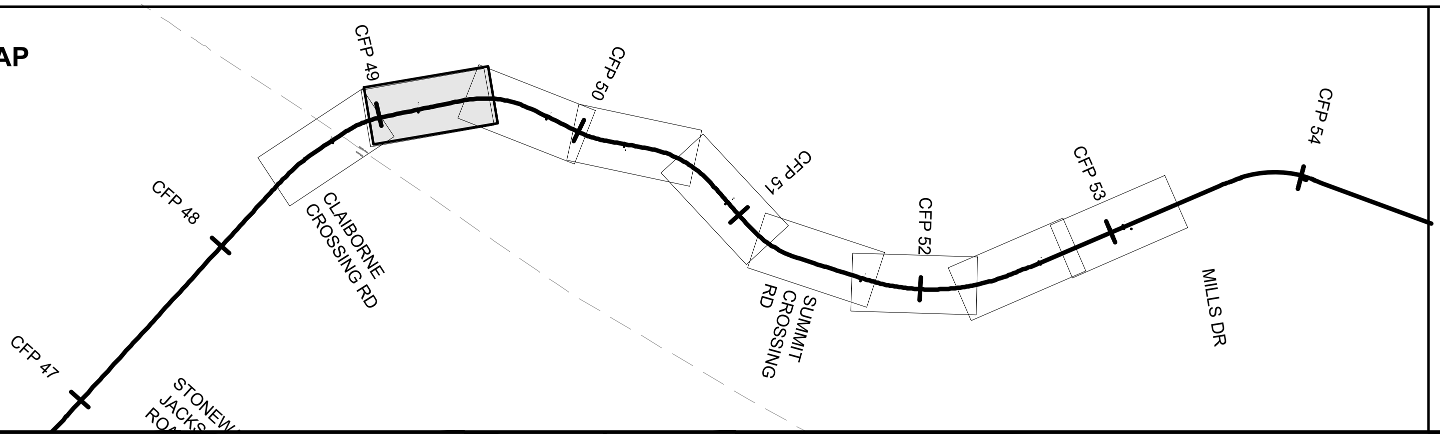


🟥	DRPT TRACK	▨	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County/Caroline County

ENHANCED VALUATION MAPS

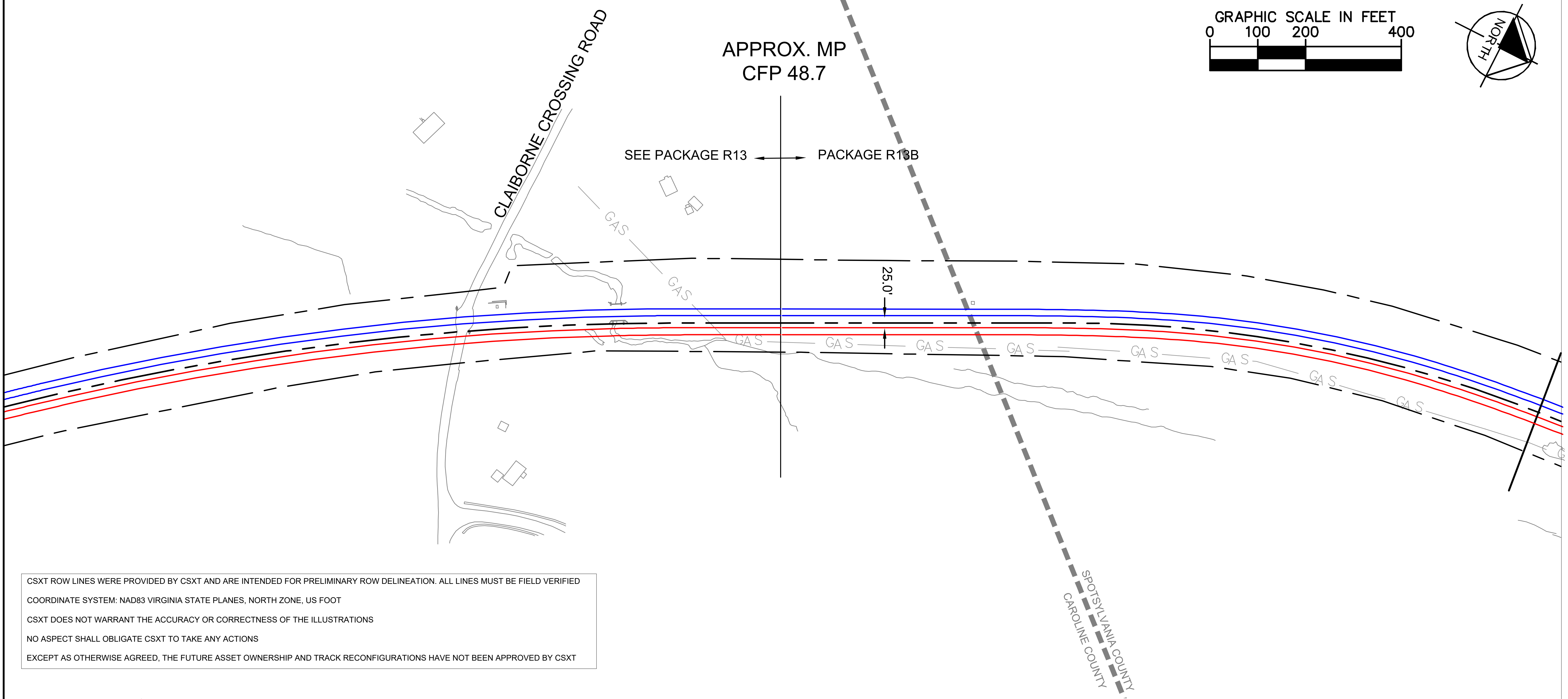
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28651

DATE: 3/19/2021

SHEET
EV-131
OF
EV-283



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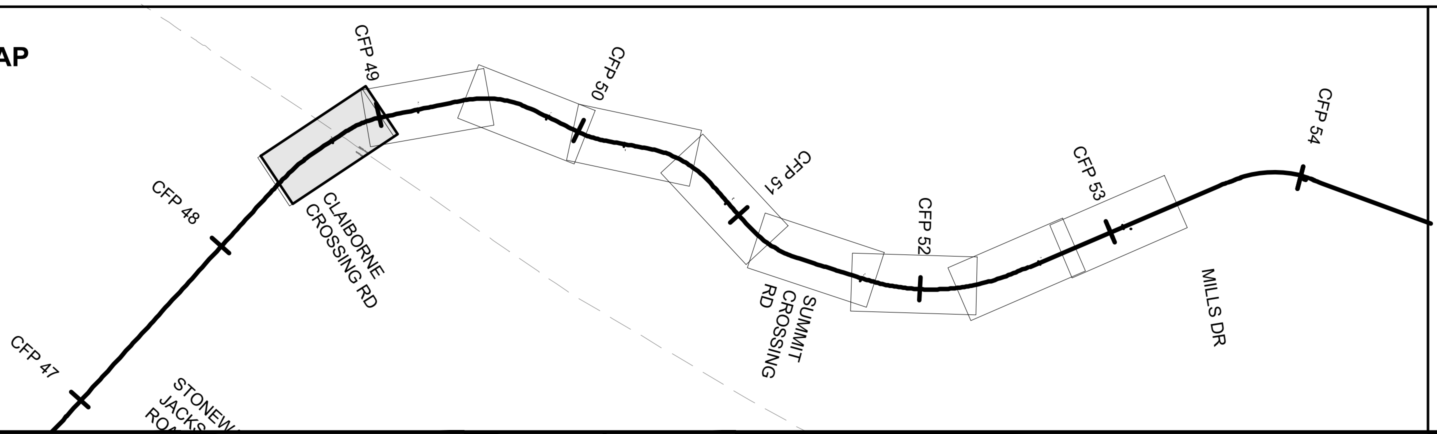

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟧	VDOT BRIDGE
— - —	CSXT ROW		

JURISDICTION: Spotsylvania County/Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13B - CROSSROADS THIRD TRACK (SIDING F)

CSXT VAL MAP:V28651

DATE: 3/19/2021

Kimley»Horn

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OF
EV-283

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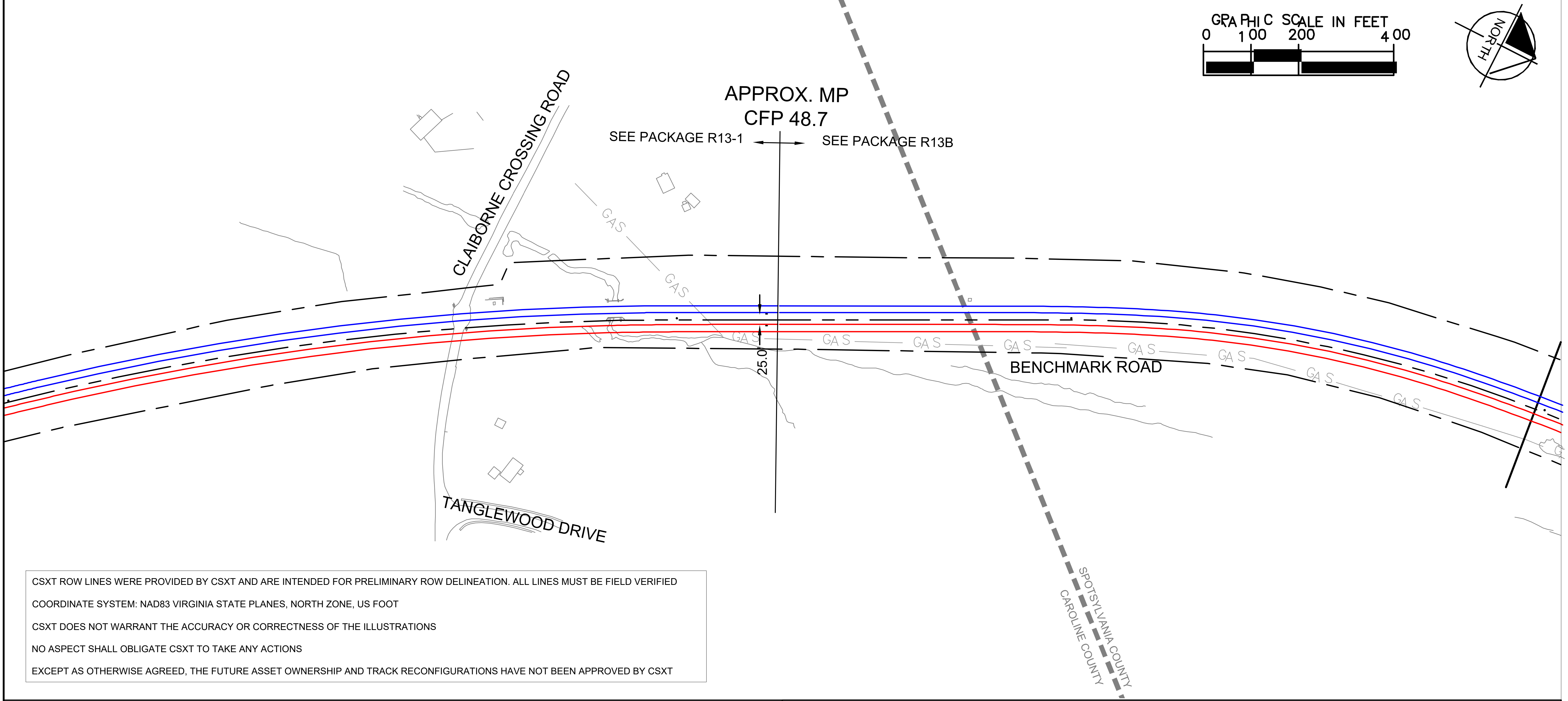
Exhibit B



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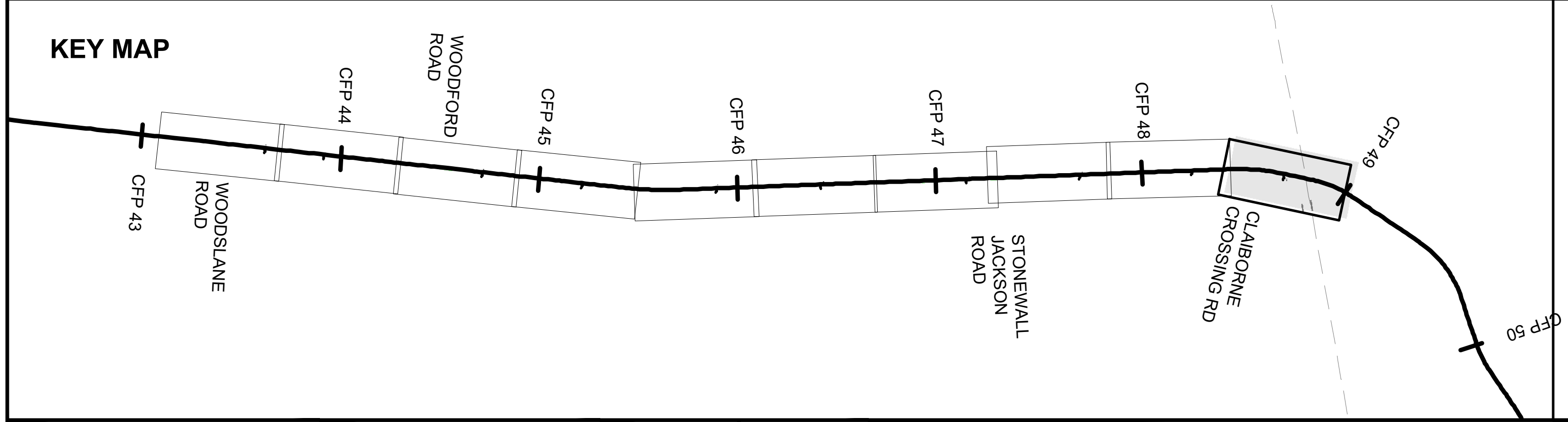

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Spotsylvania County/Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28651
DATE: 3/19/2021

SHEET
EV-133
OF
EV-283

FD 36544

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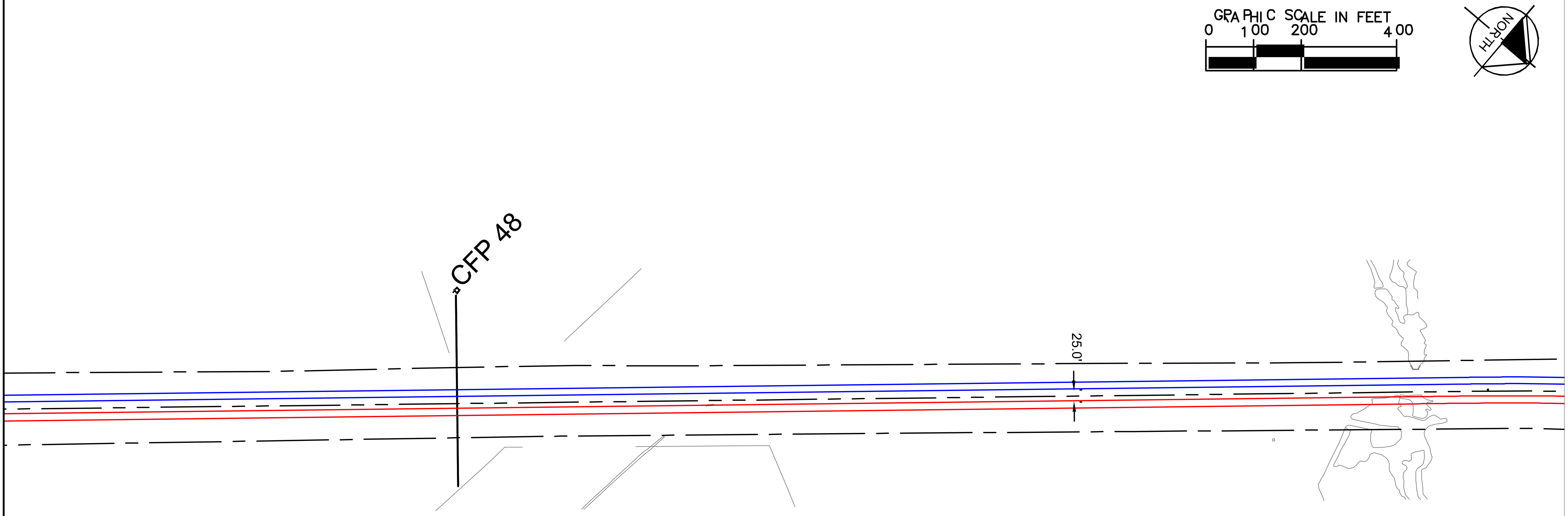
Exhibit B



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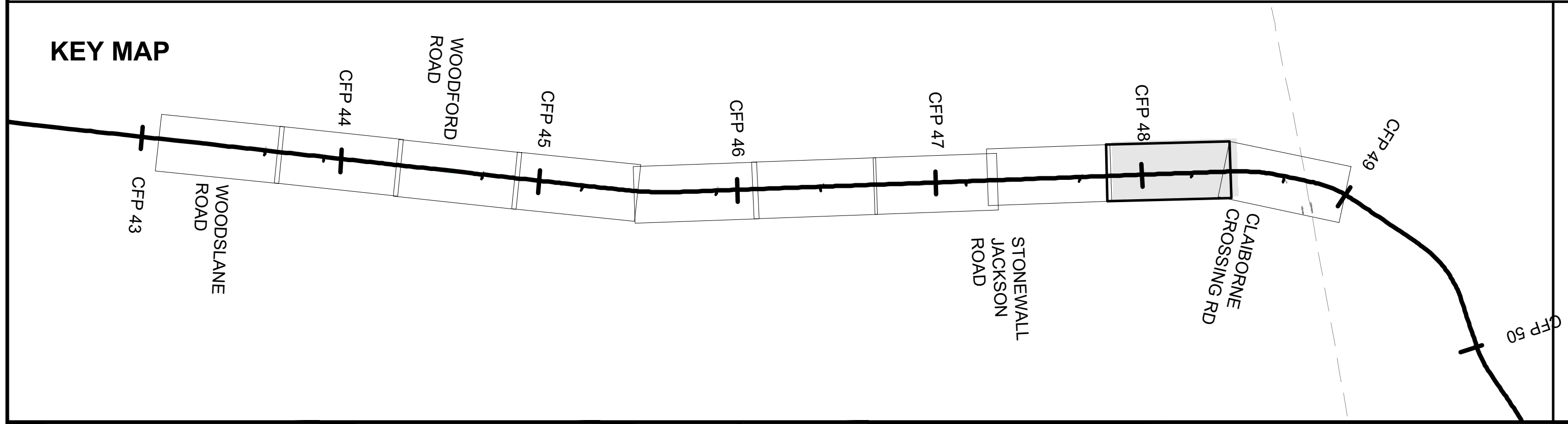

DRPT TRACK

CSXT TRACK

CSXT-DRPT DELINEATION

CSXT ROW

JURISDICTION LINE (FROM GIS)

RETAINING WALL

DRPT BRIDGE

CSXT BRIDGE

STATION PLATFORM

VDOT BRIDGE

POTENTIAL ROW IMPACT

JURISDICTION: Spotsylvania County/Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28651

DATE: 3/19/2021

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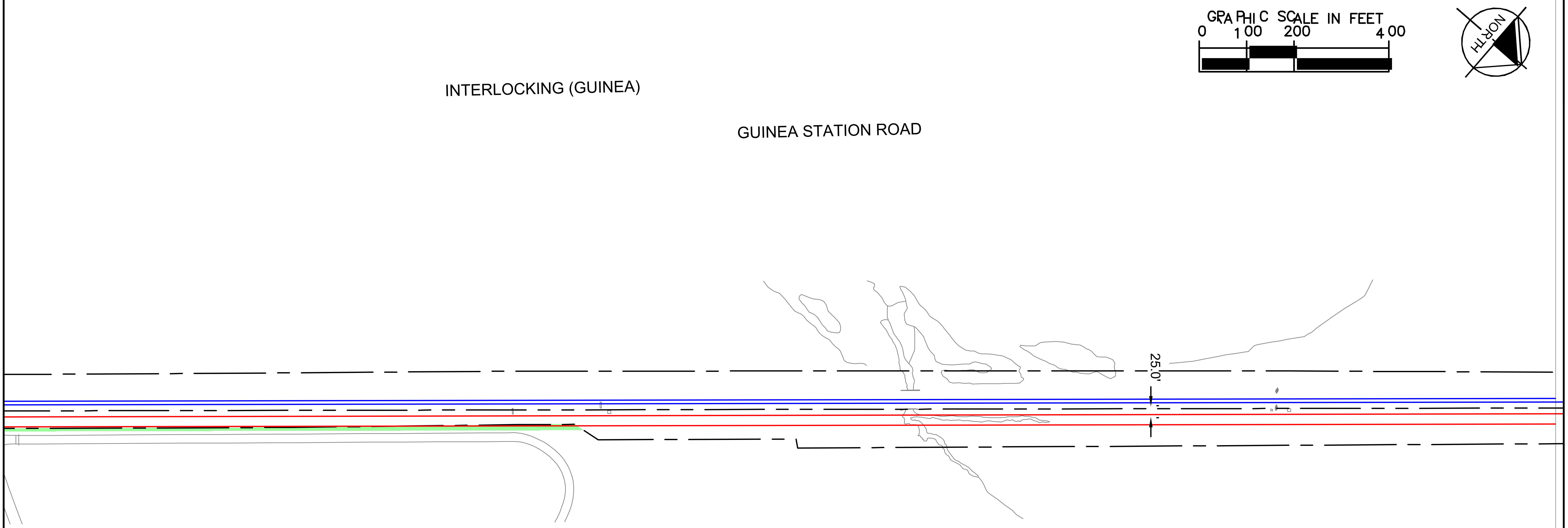

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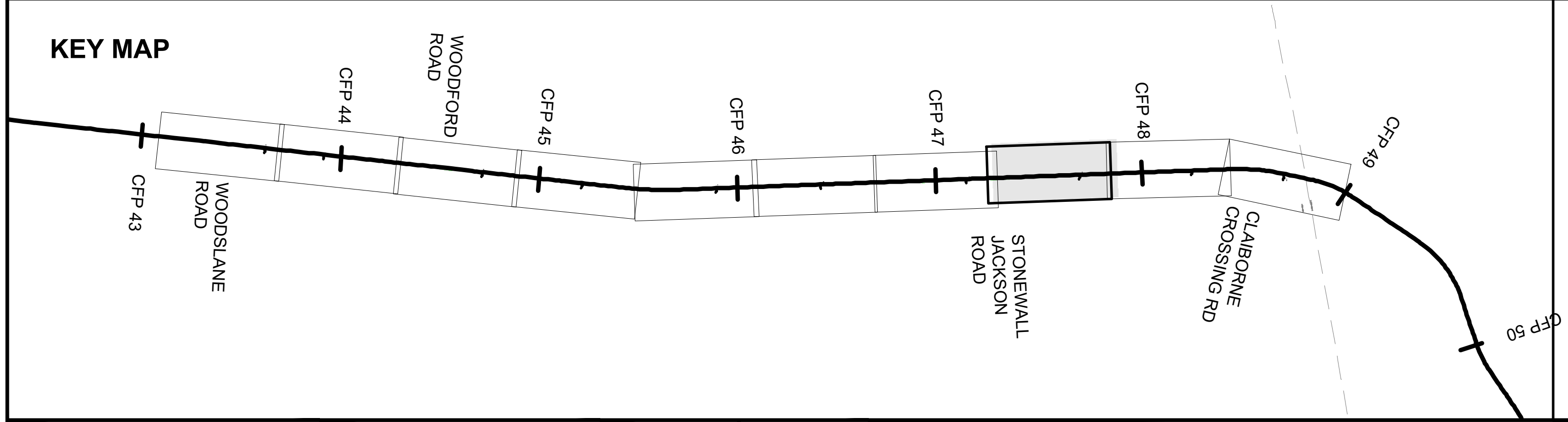

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28680

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-135
OF
EV-283

FD 36544

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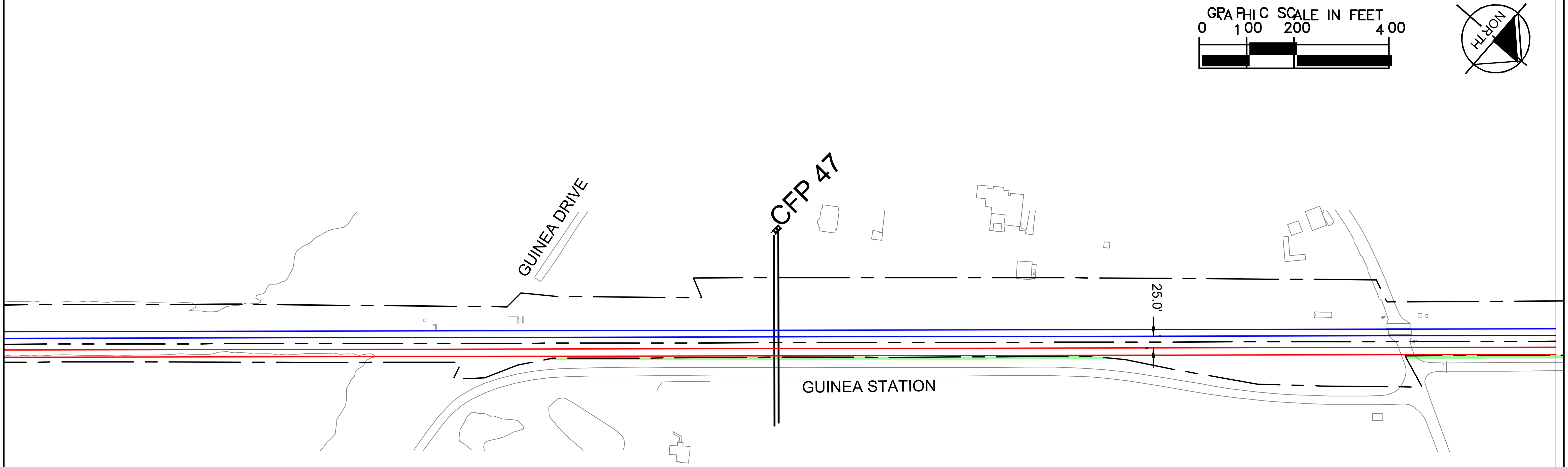
Exhibit B



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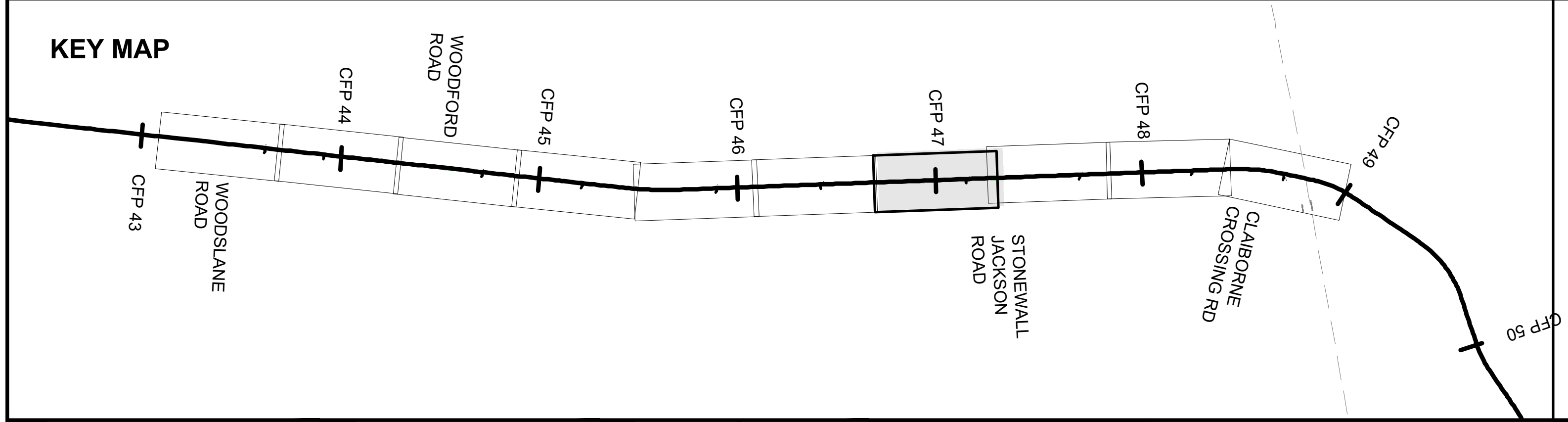

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28680
DATE: 3/19/2021

SHEET
EV-136
OF
EV-283

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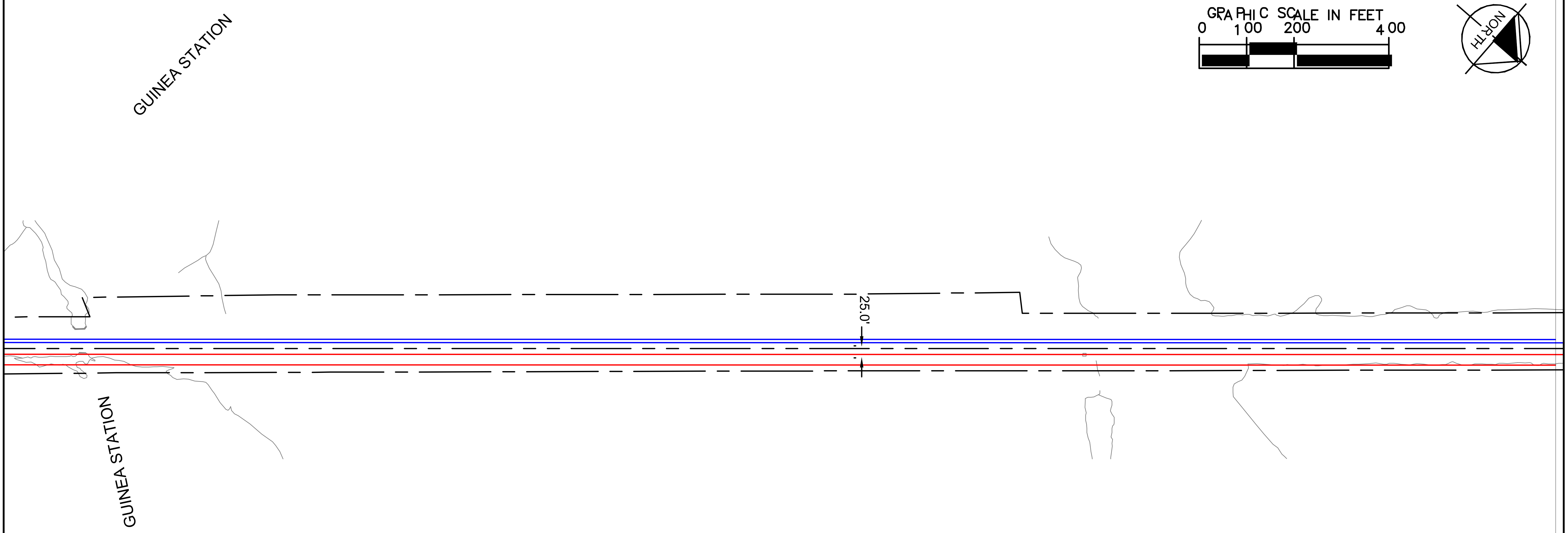

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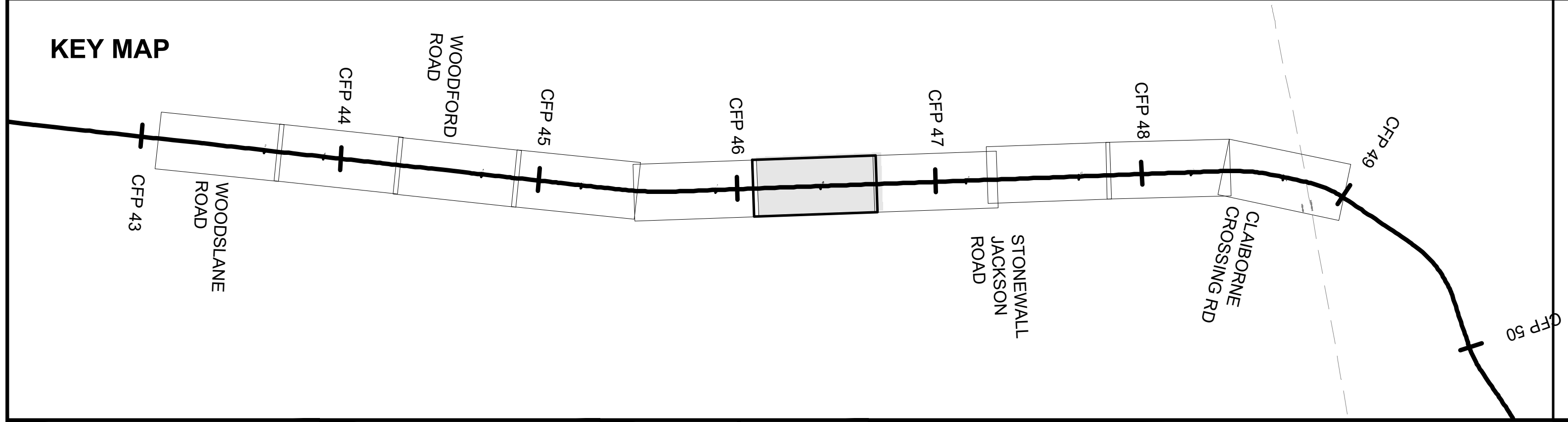

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28679
DATE: 3/19/2021

Kimley»Horn

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EV-137
OF
EV-283

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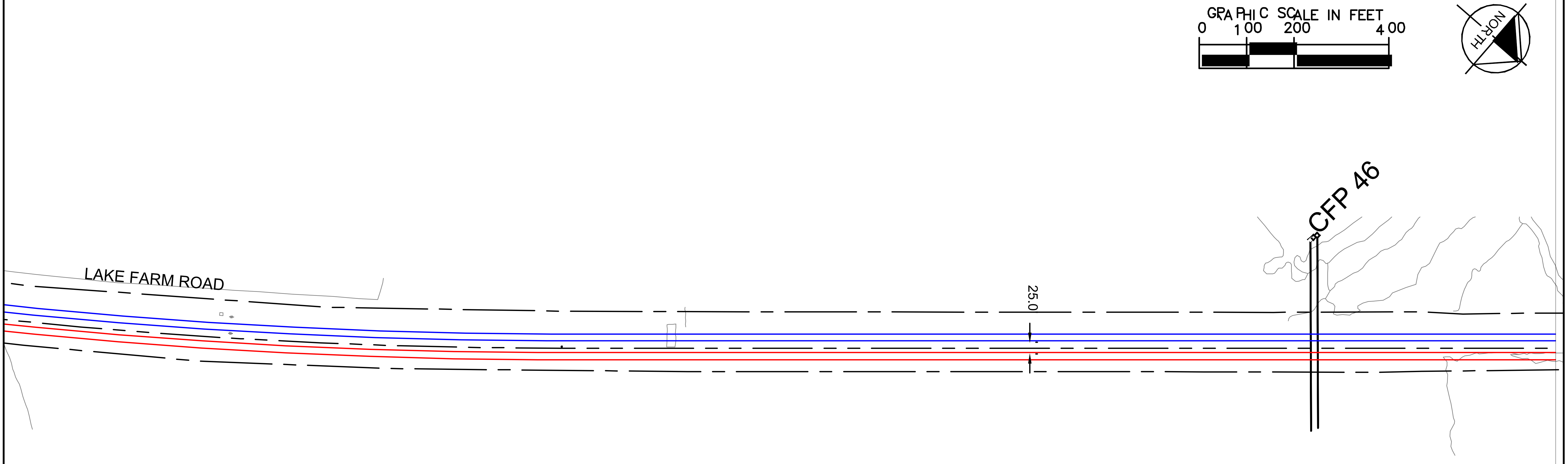

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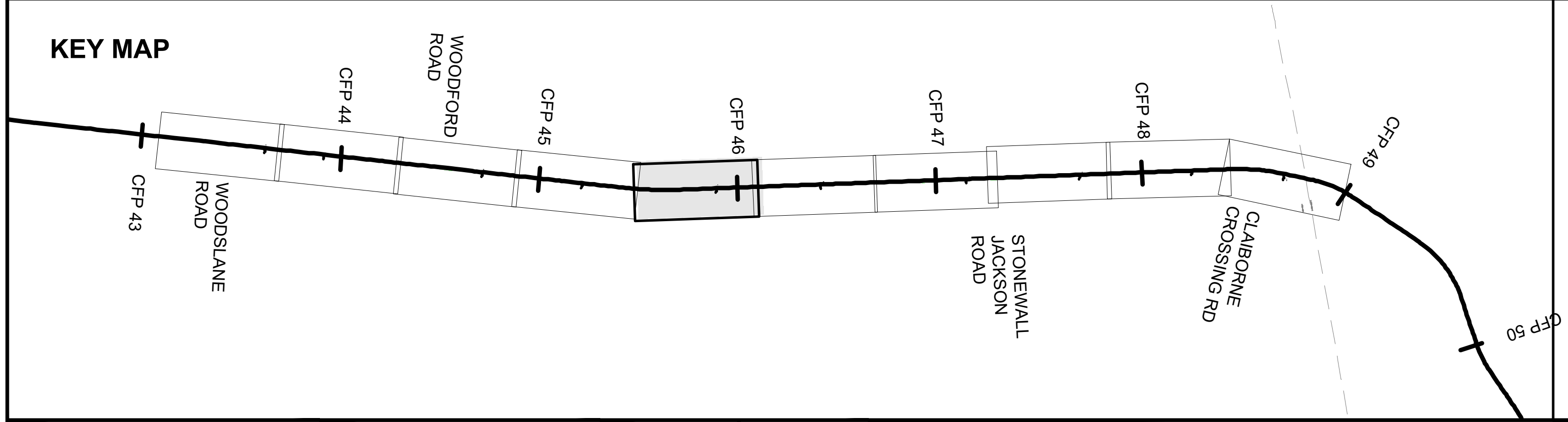


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

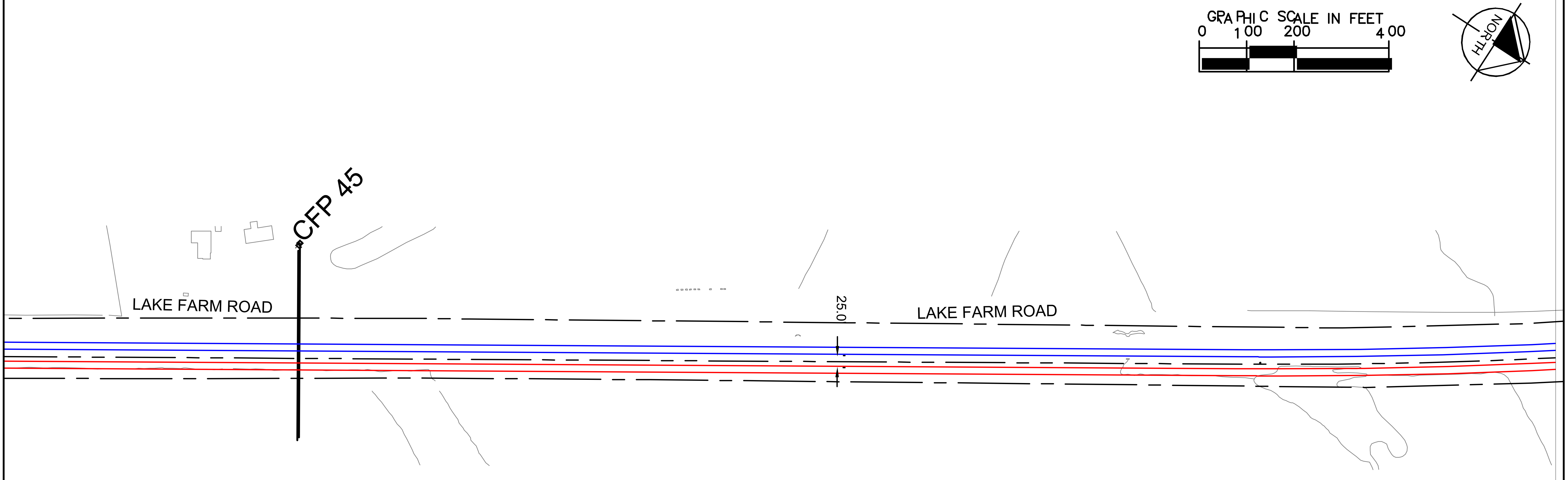
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28679
DATE: 3/19/2021

SHEET
EV-138
OF
EV-283

Mar, 19 2021 08:32 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_xS-Ownership.dwg By: Sydney.Gravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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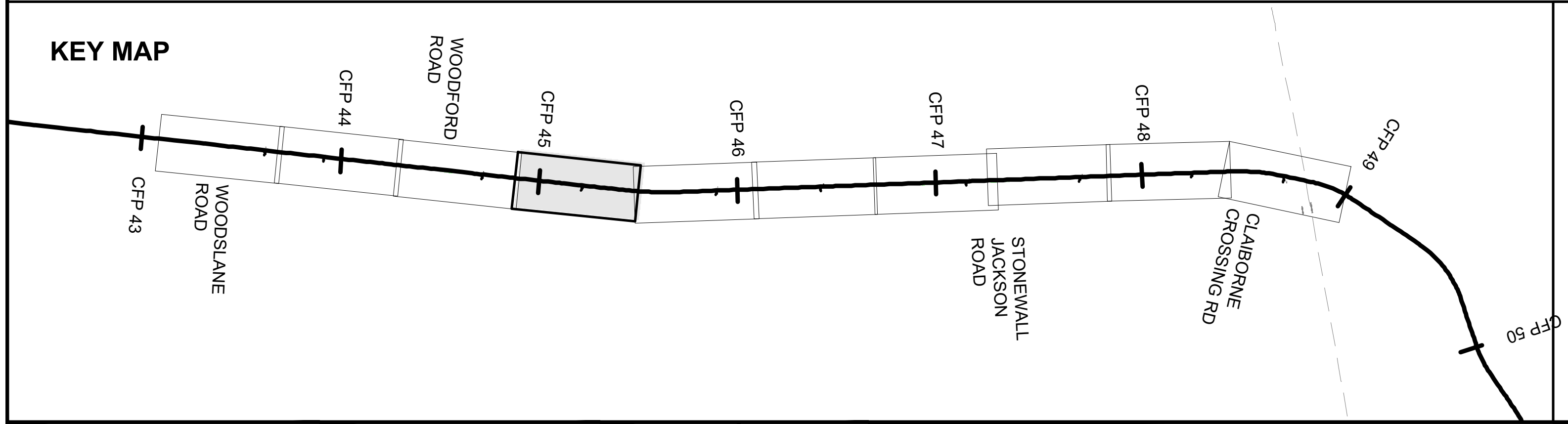

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28679
DATE: 3/19/2021

SHEET
EV-139
OF
EV-283

Mar. 19 2021 08:32 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-1N_xS-Ownership.dwg By: Sydney.Gravitt

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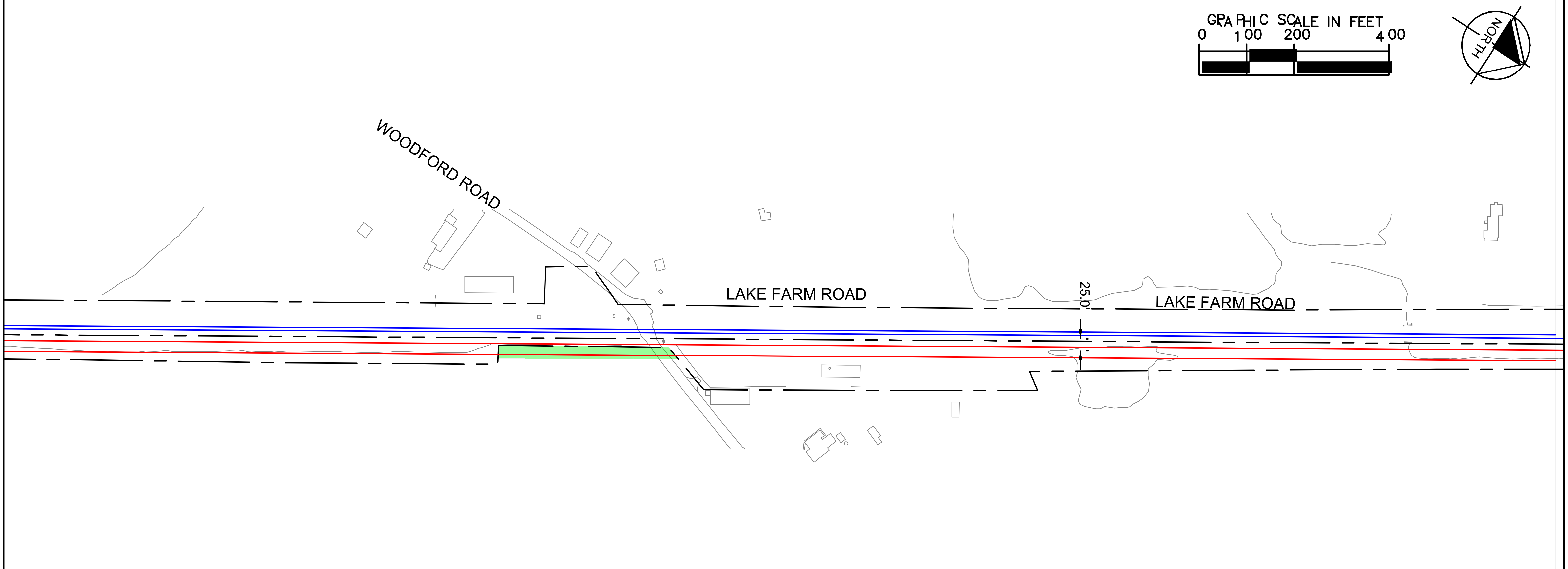

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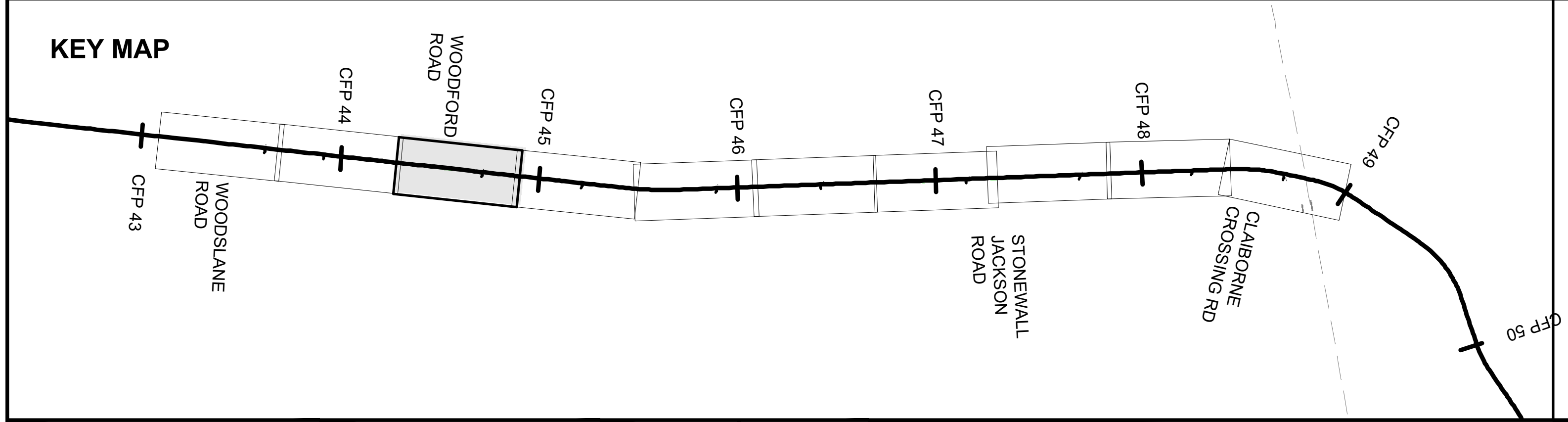

DRPT TRACK	DRPT BRIDGE
CSXT TRACK	CSXT BRIDGE
CSXT-DRPT DELINEATION	STATION PLATFORM
CSXT ROW	VDOT BRIDGE
JURISDICTION LINE (FROM GIS)	POTENTIAL ROW IMPACT
RETAINING WALL	

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28678
DATE: 3/19/2021

SHEET
EV-140
OF
EV-283

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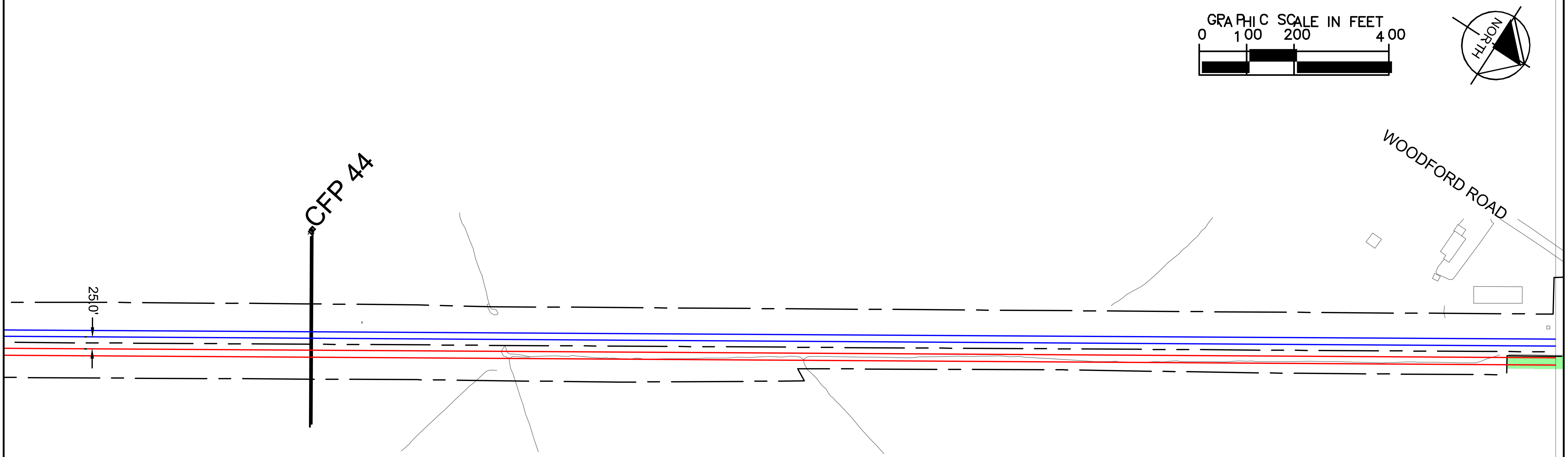

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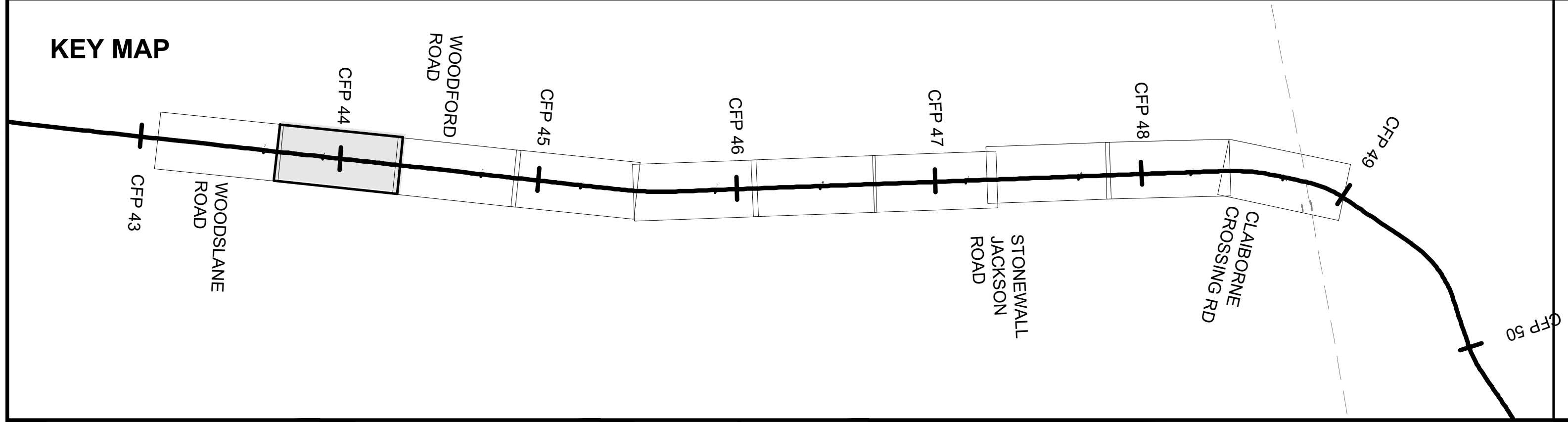

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28678

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-141
OF
EV-283

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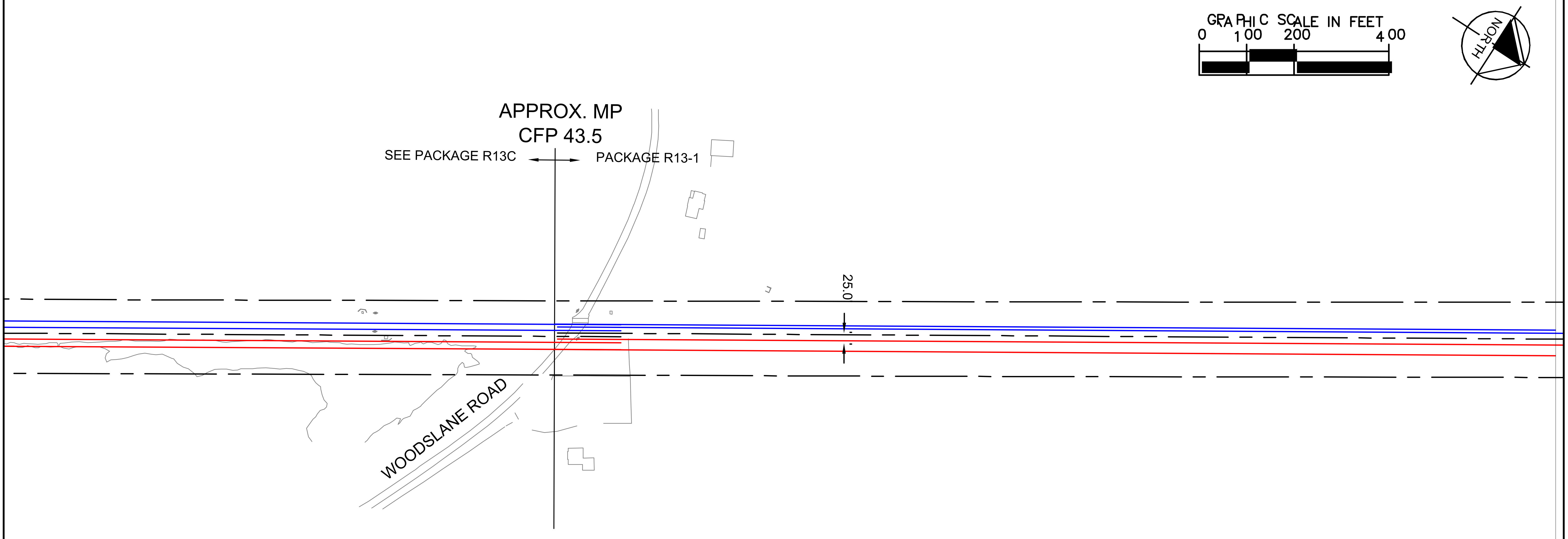

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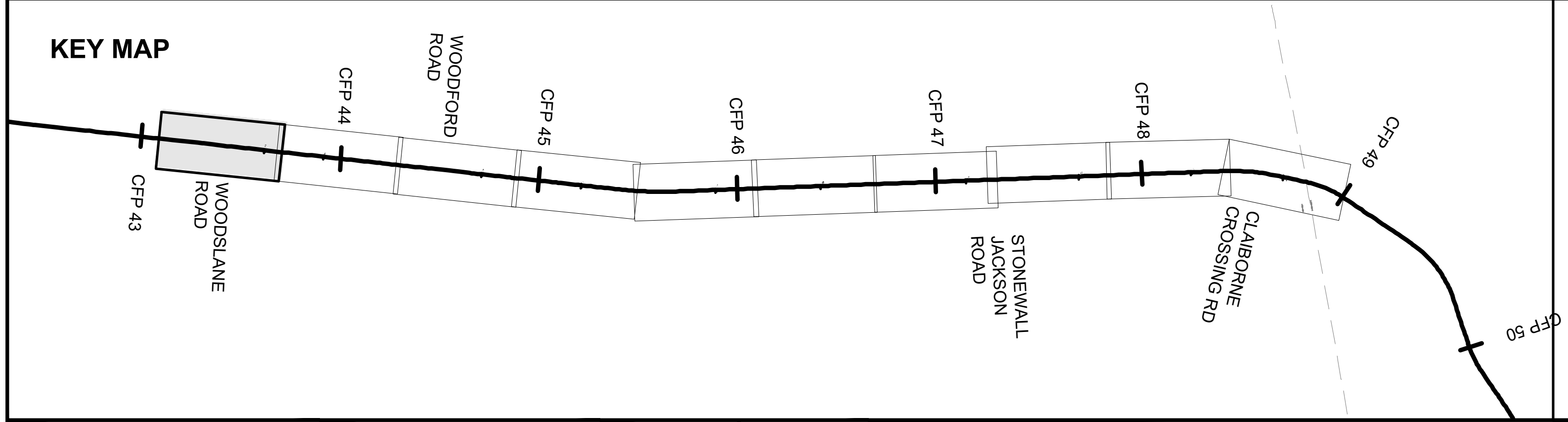

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - CROSSROADS TO MILFORD

CSXT VAL MAP:V28678

DATE: 3/19/2021

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OF
EV-283

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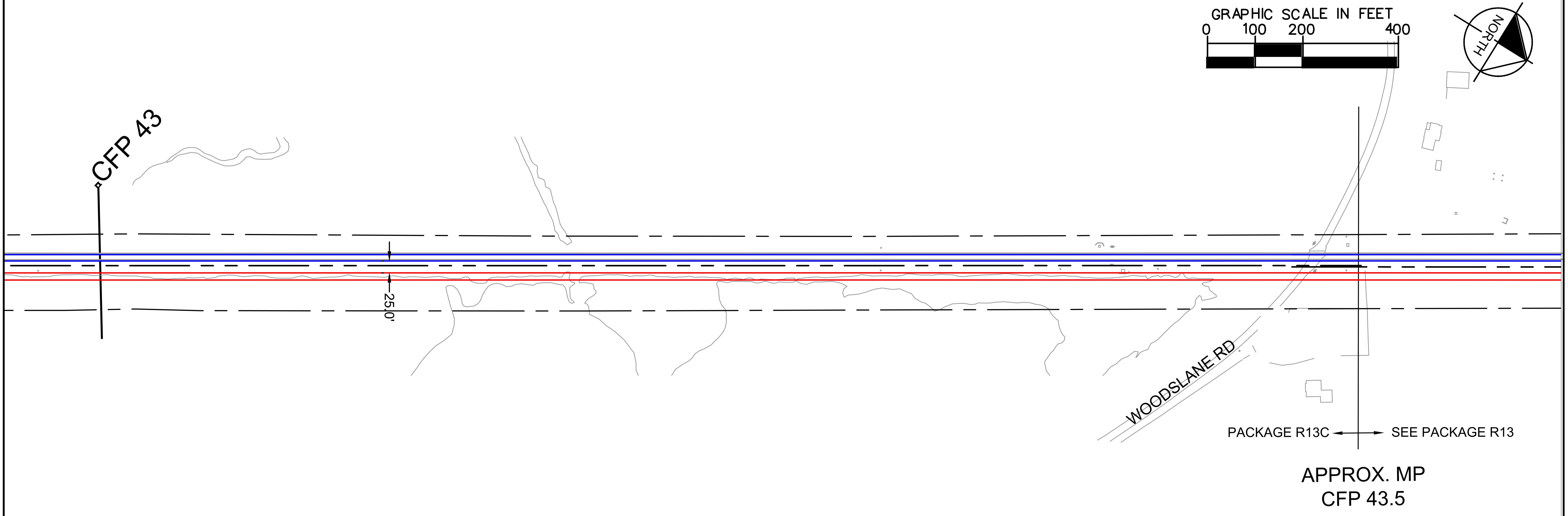
Exhibit B



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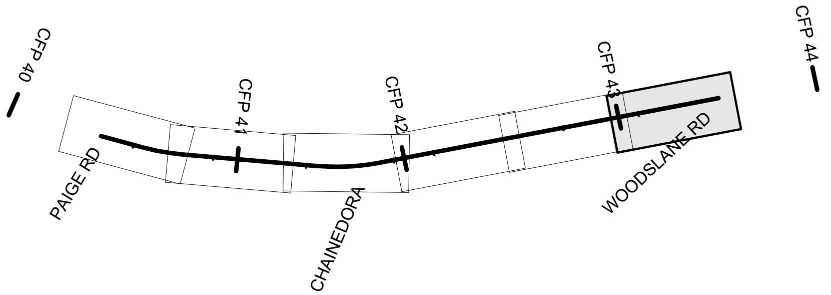

🟥 ———	DRPT TRACK
🟦 ———	CSXT TRACK
— – – —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
━━━	RETAINING WALL
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28678

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-143
OF
EV-215

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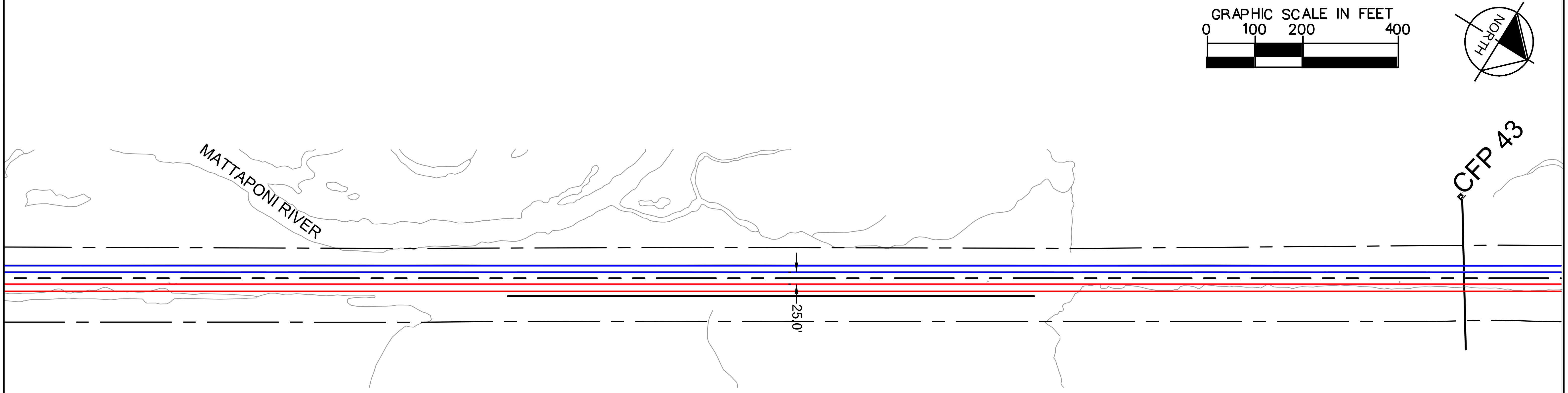

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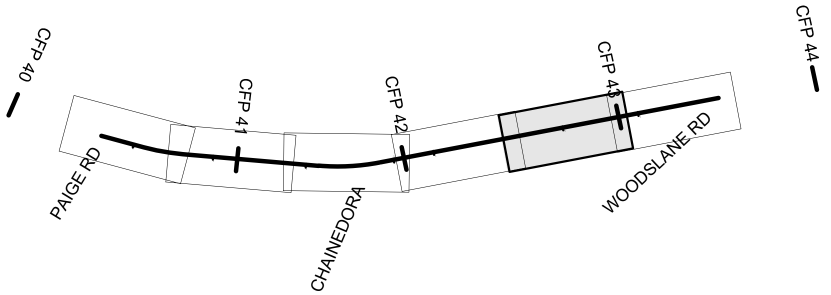


DRPT TRACK

CSXT TRACK

CSXT-DRPT DELINEATION

CSXT ROW

RETAINING WALL

JURISDICTION LINE (FROM GIS)

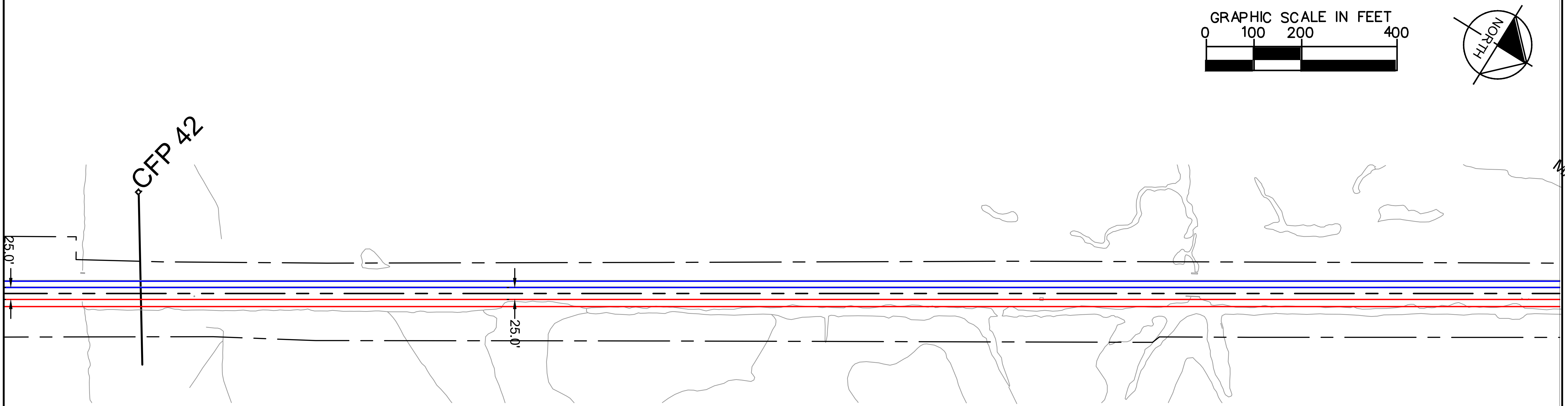
JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28678

DATE: 3/19/2021



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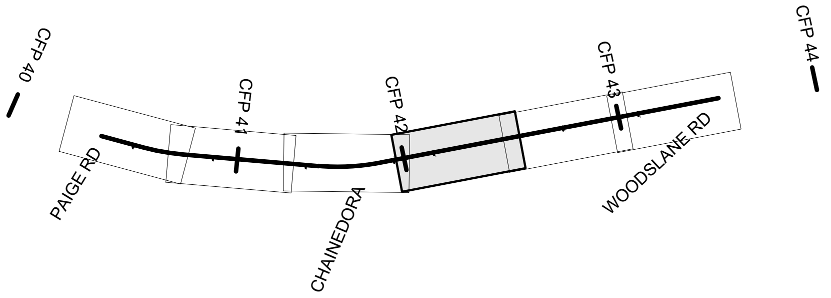

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
—	RETAINING WALL
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28678
DATE: 3/19/2021

SHEET
EV-145
OF
EV-283

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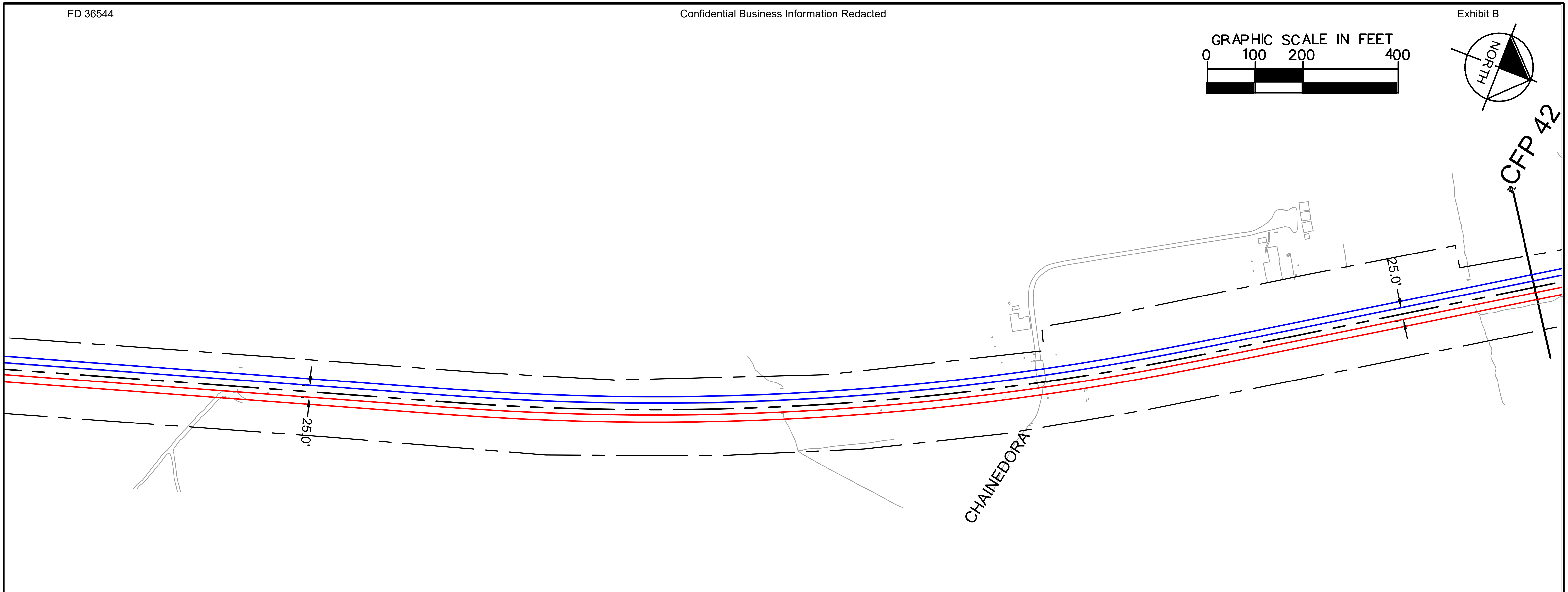
Exhibit B



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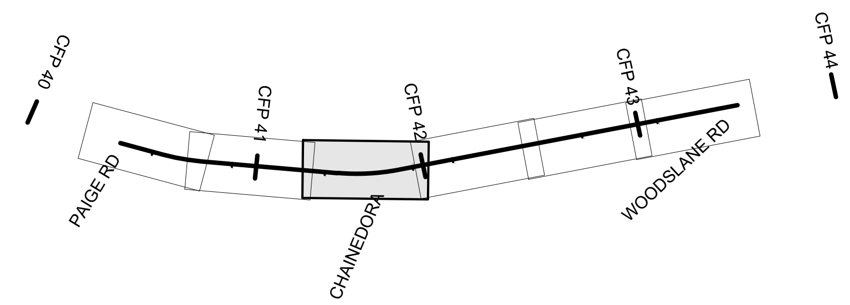

DRPT TRACK

CSXT TRACK

CSXT-DRPT DELINEATION

CSXT ROW

RETAINING WALL

JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28677

DATE: 3/19/2021

Kimley»Horn

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OF
EV-283

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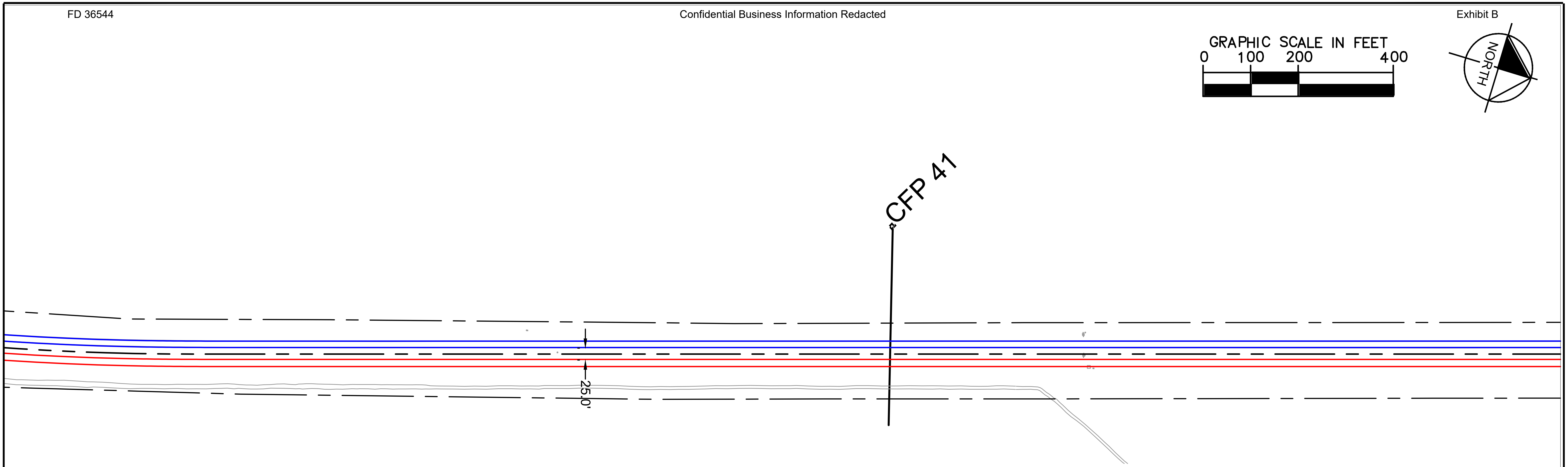

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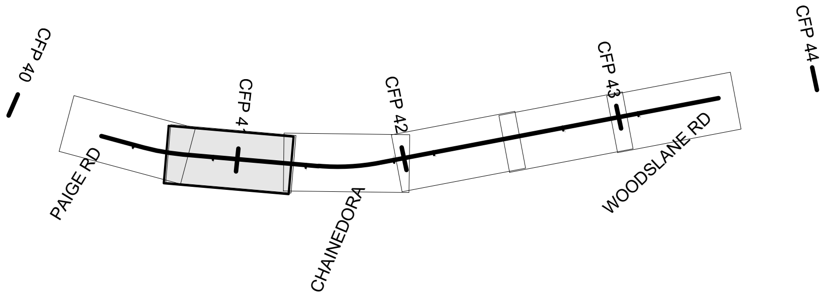

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
—	RETAINING WALL
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28677

DATE: 3/19/2021

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EV-147
OF
EV-283

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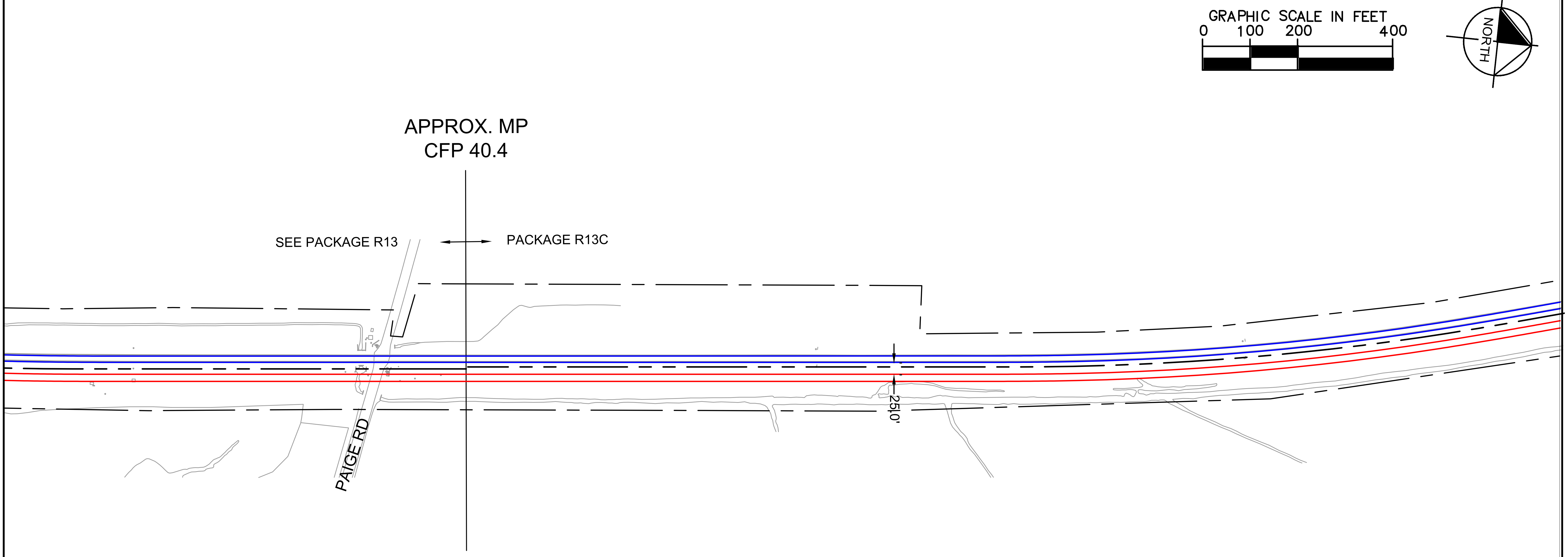

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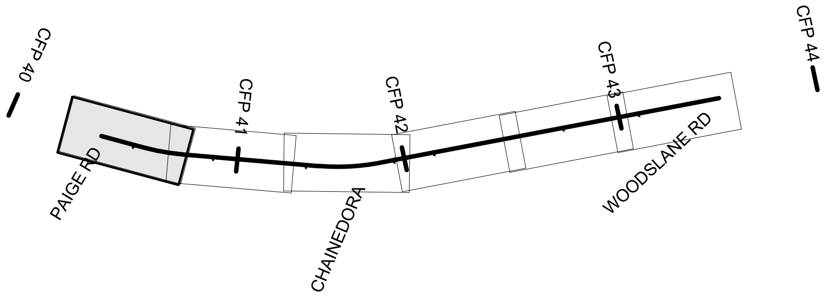

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
—	RETAINING WALL
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13C - WOODFORD TO MILFORD THIRD TRACK (SIDING B)

CSXT VAL MAP:V28677
DATE: 3/19/2021

SHEET
EV-148
OF
EV-283

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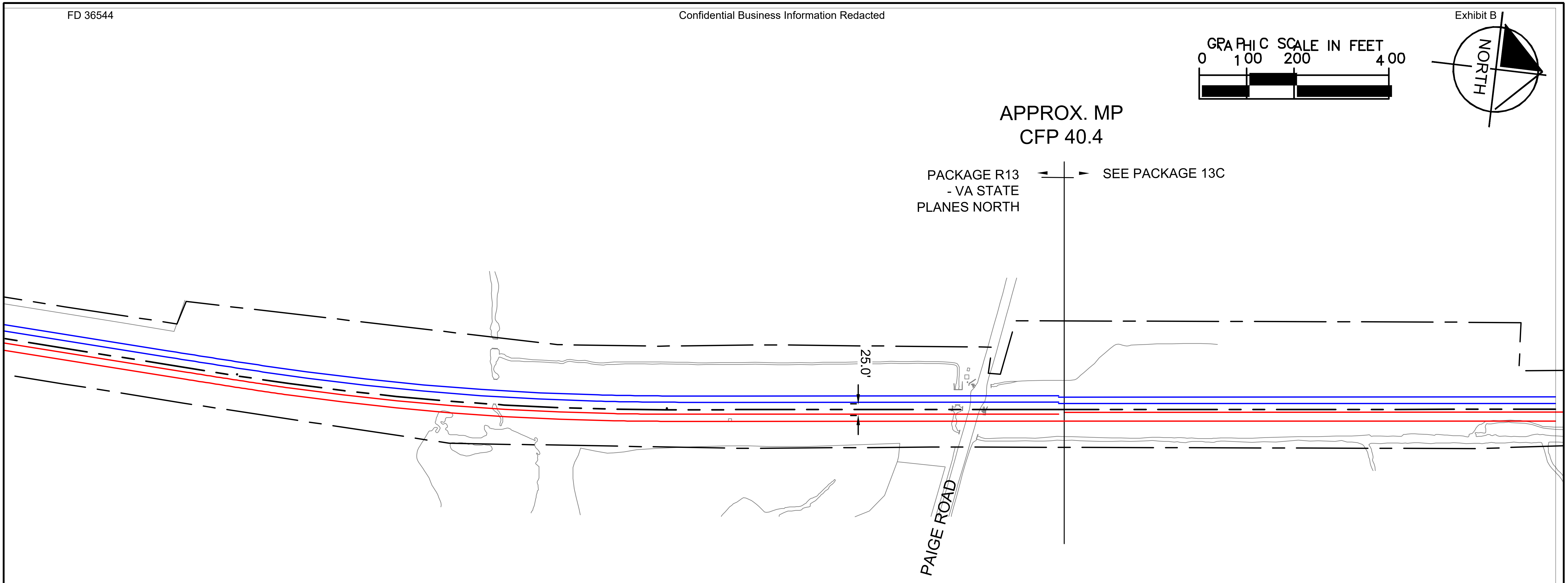

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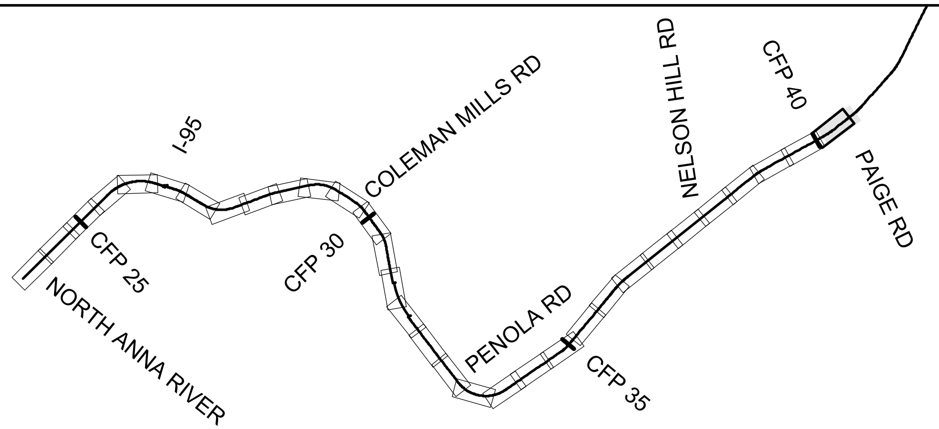

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28677

DATE: 3/19/2021

SHEET
EV-149
OF
EV-283

FD 36544

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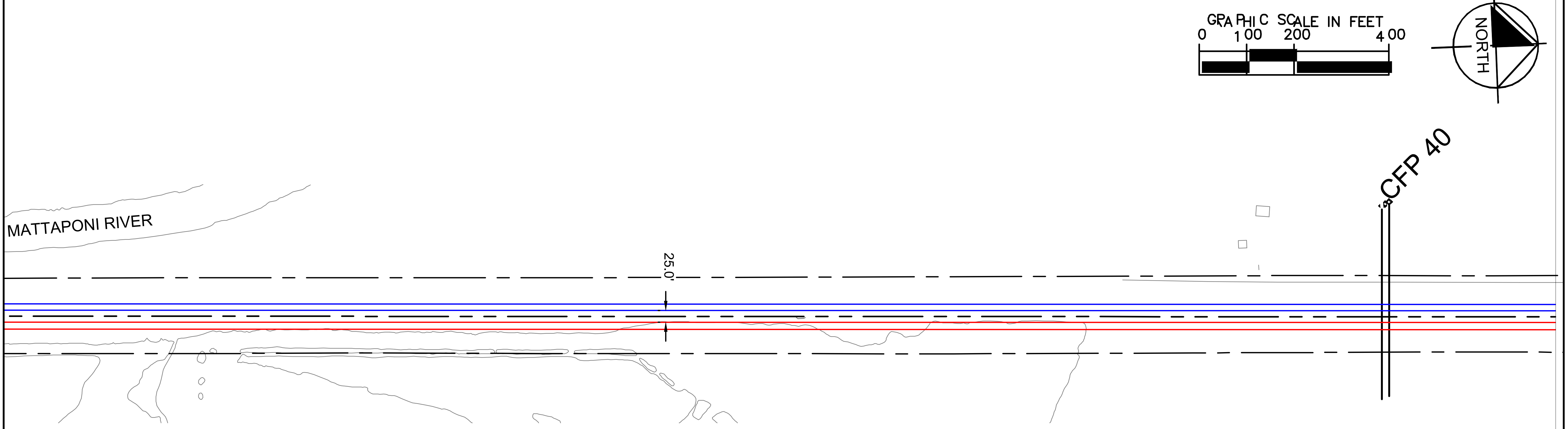

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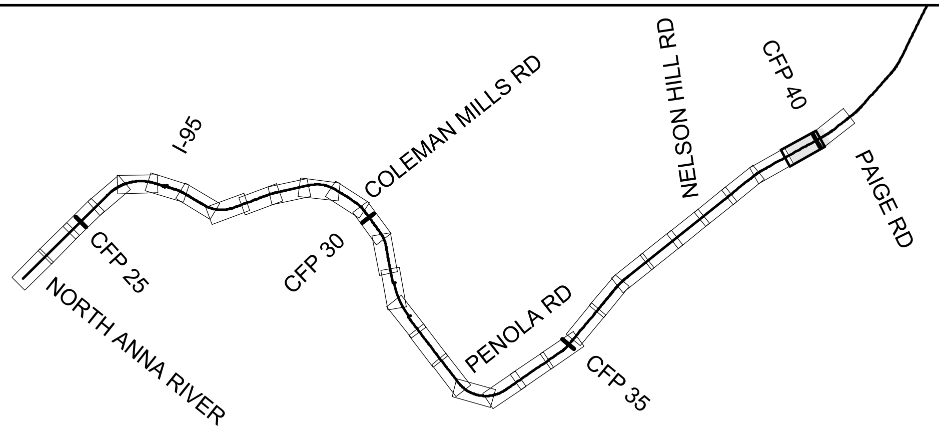

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28676
DATE: 3/19/2021

SHEET
EV-150
OF
EV-283

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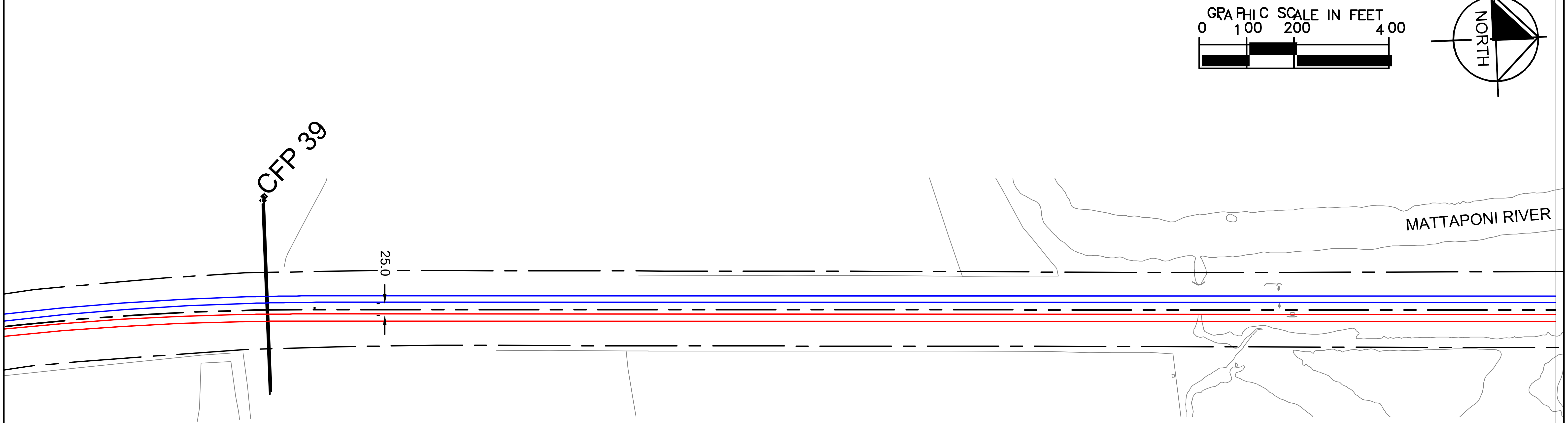

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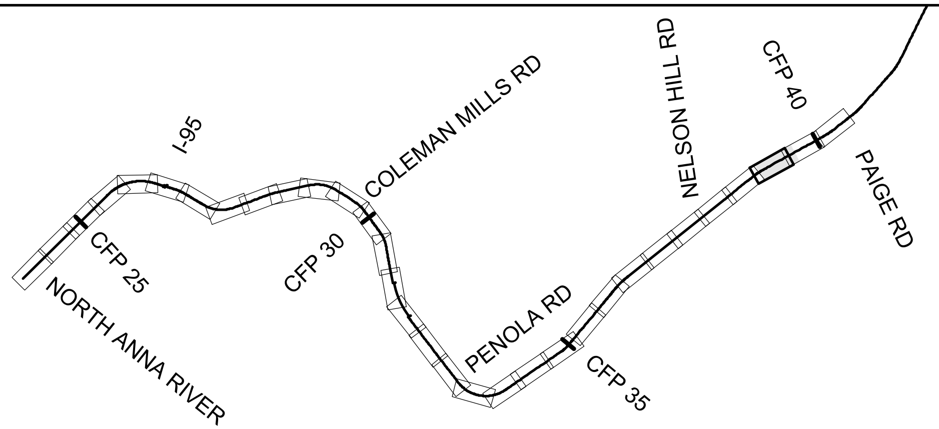


—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

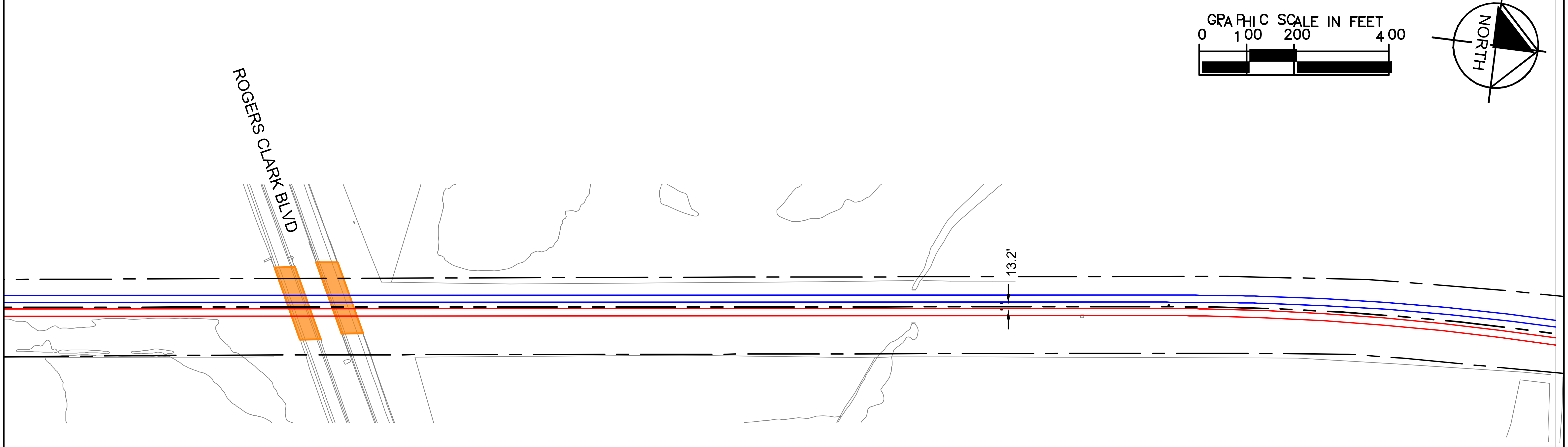
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28676

DATE: 3/19/2021

SHEET
EV-151
OF
EV-283

Mar. 19 2021 11:20 am K:\VVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_v3-Ownership.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

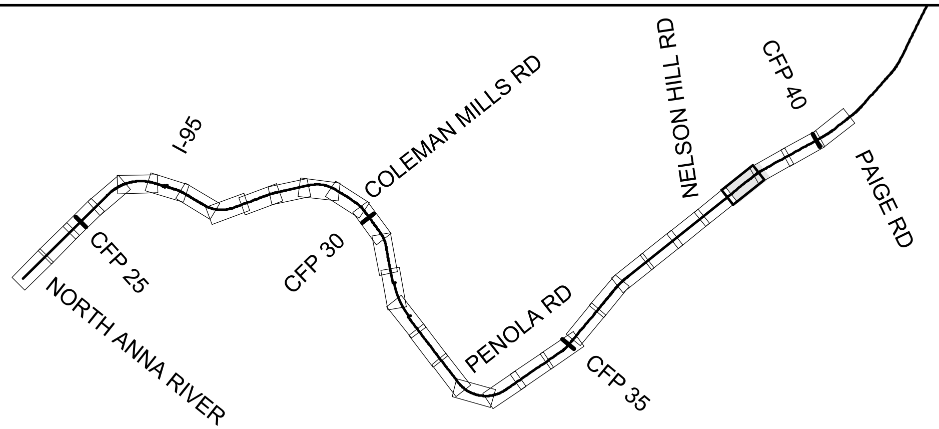
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28675

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-152
OF
EV-283

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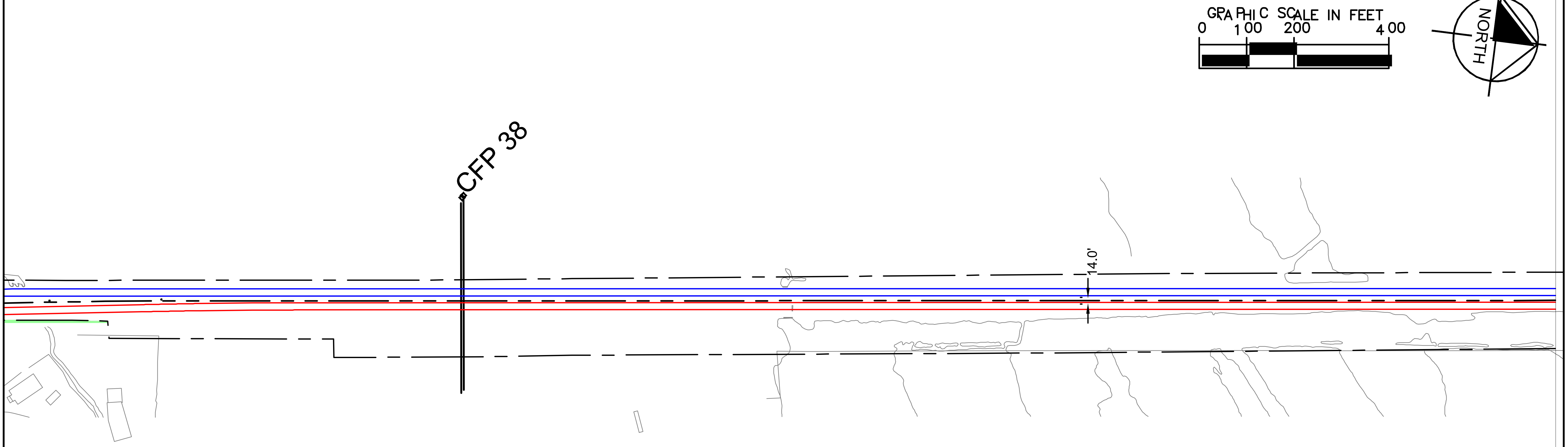
Exhibit B



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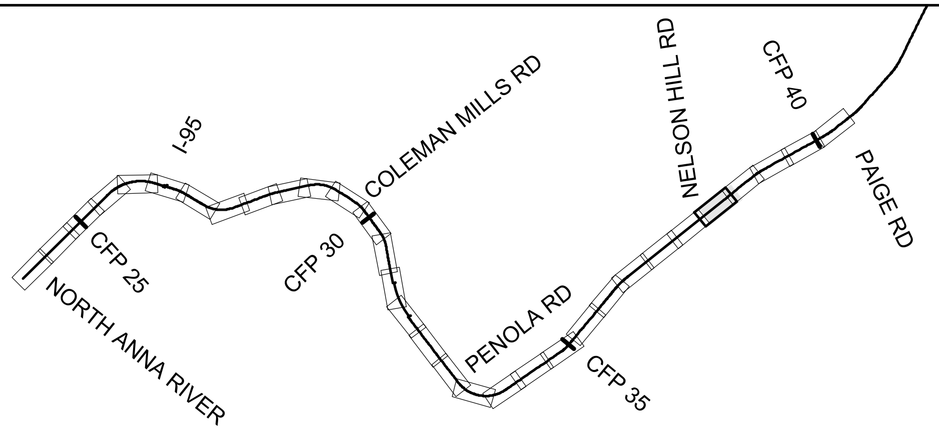

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28675
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-153
OF
EV-283

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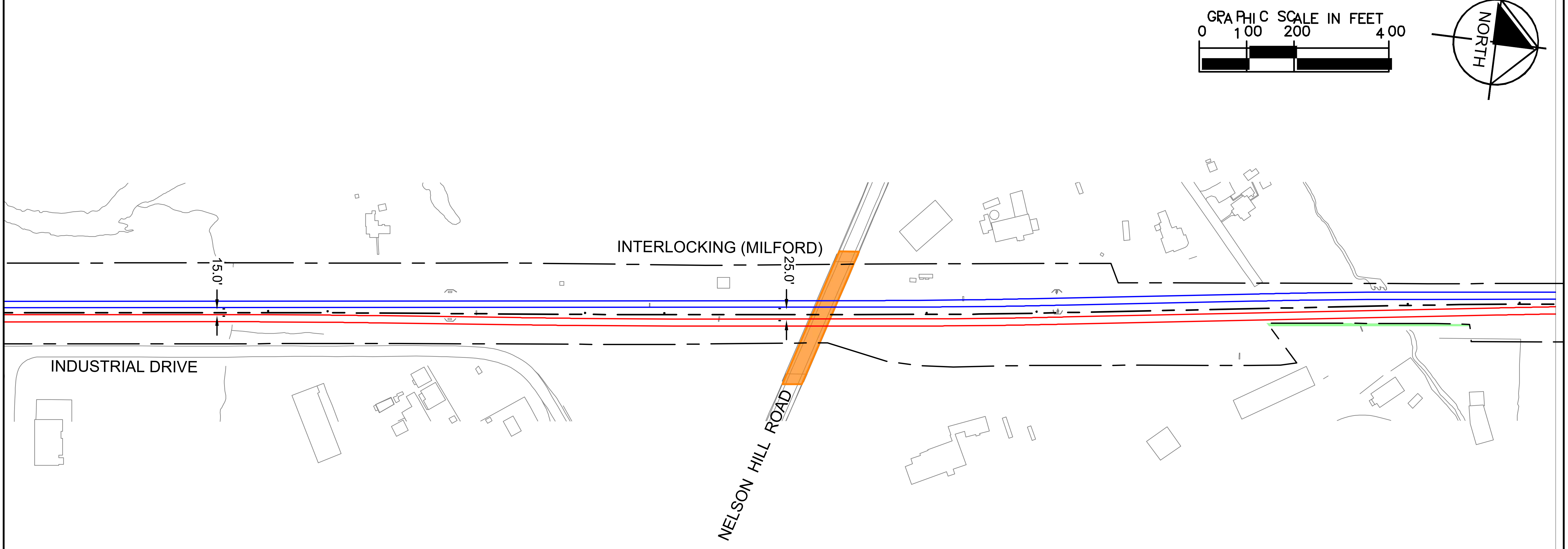

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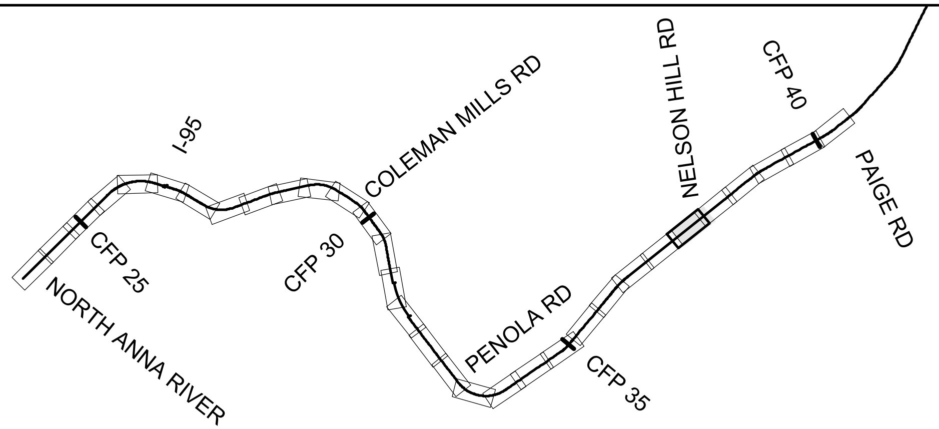

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28675

DATE: 3/19/2021

SHEET EV-154 OF EV-283

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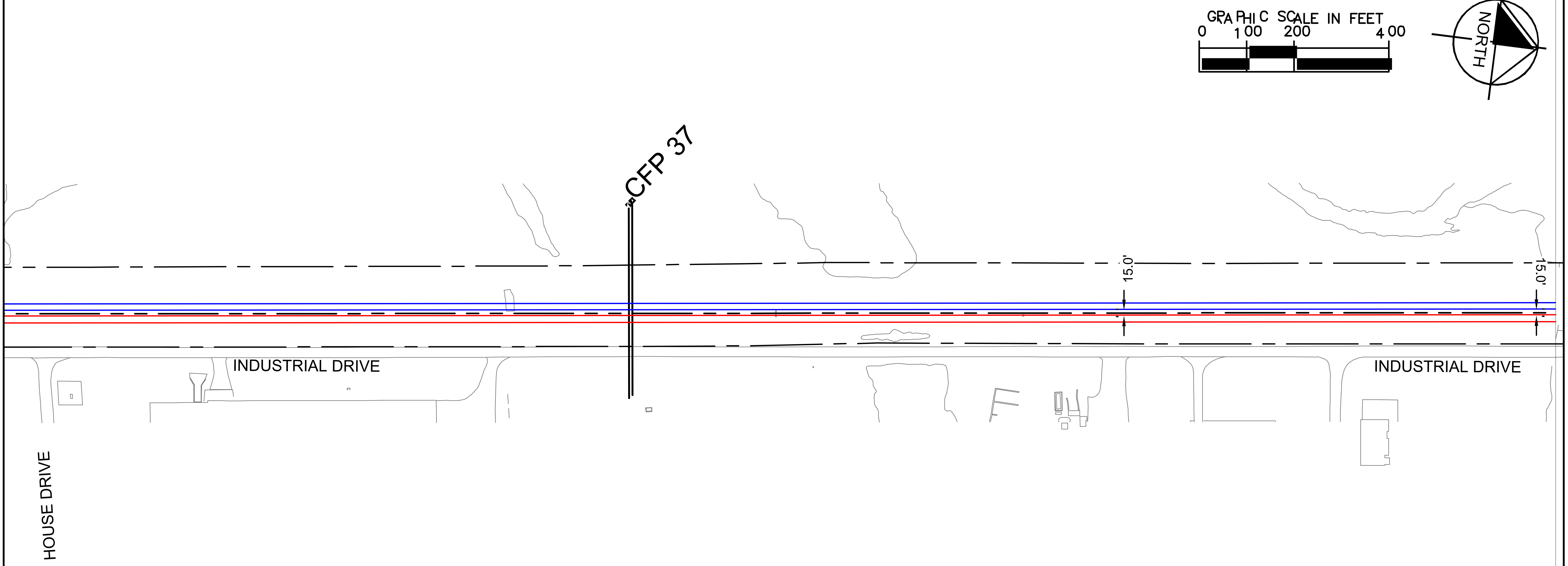
Exhibit B



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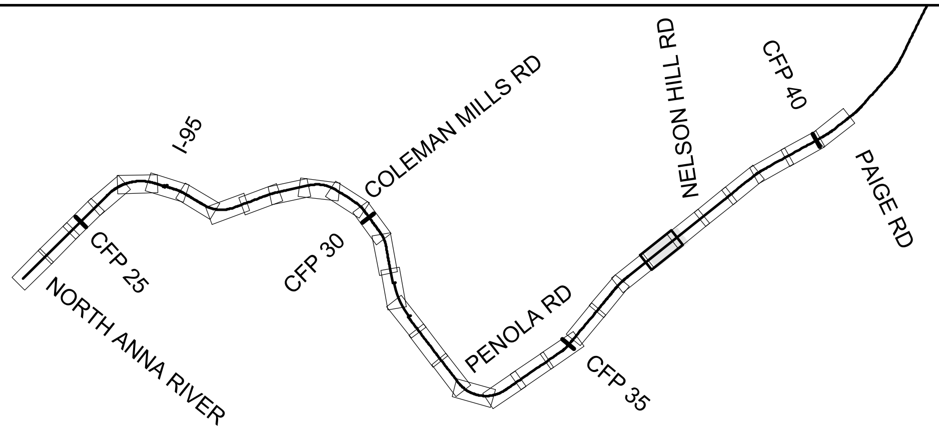

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28675

DATE: 3/19/2021

SHEET
EV-155
OF
EV-283

FD 36544

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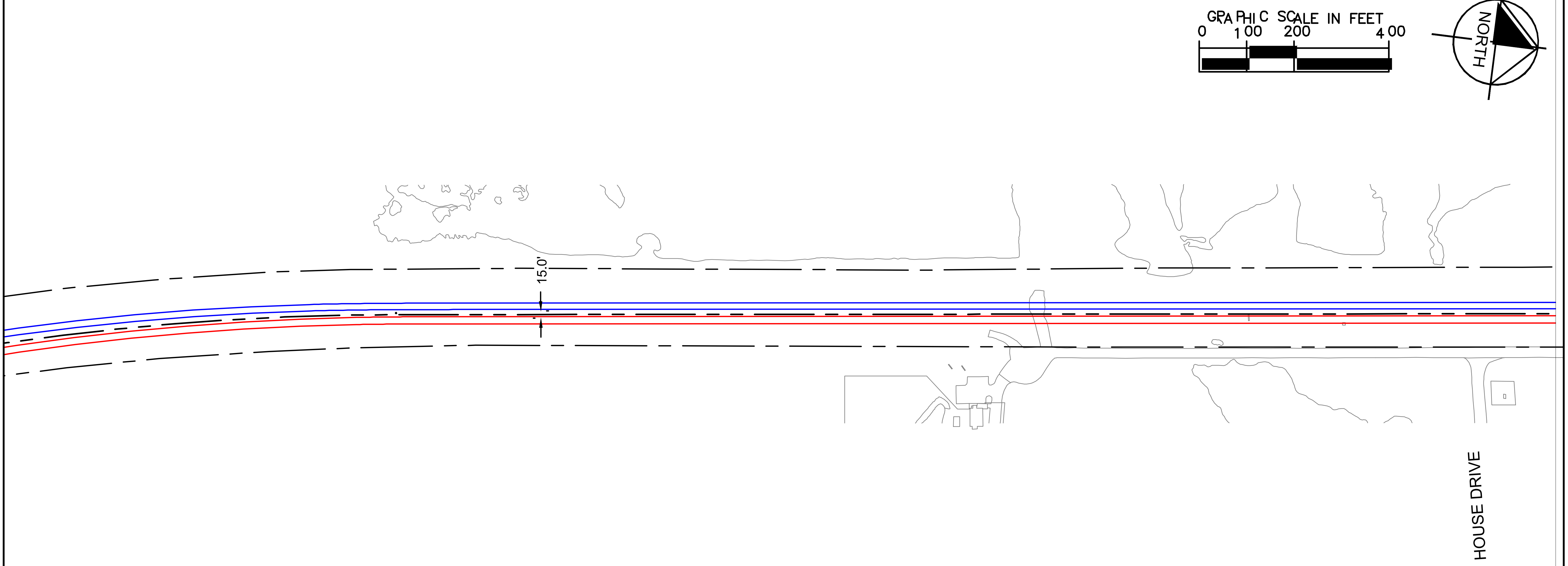
Exhibit B



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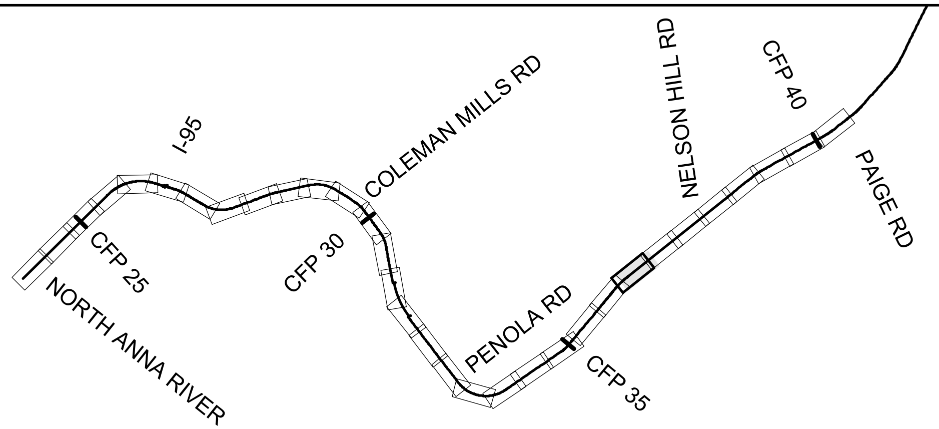

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28674
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-156
OF
EV-283

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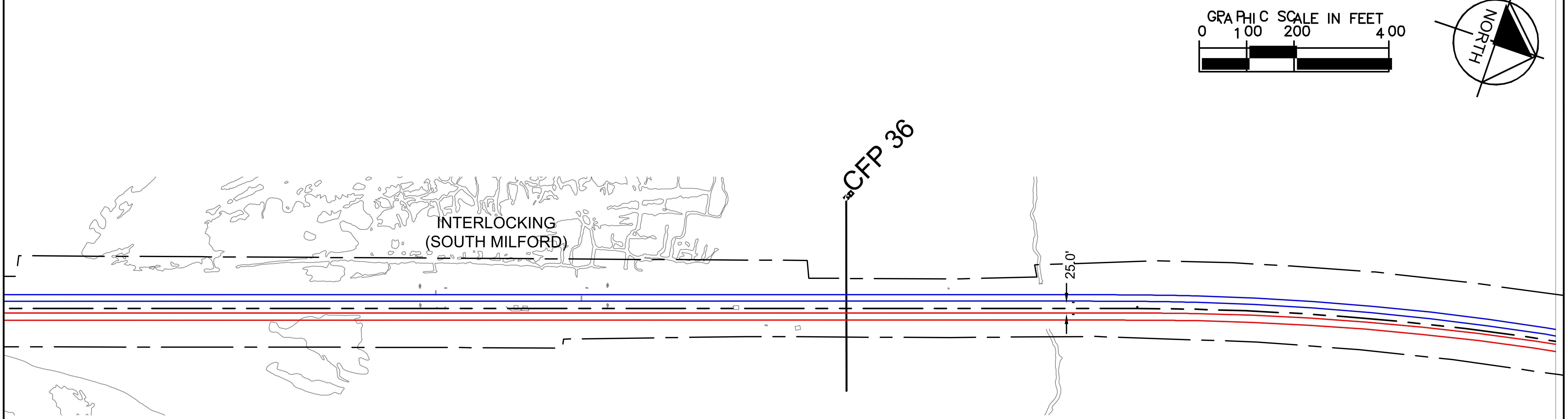

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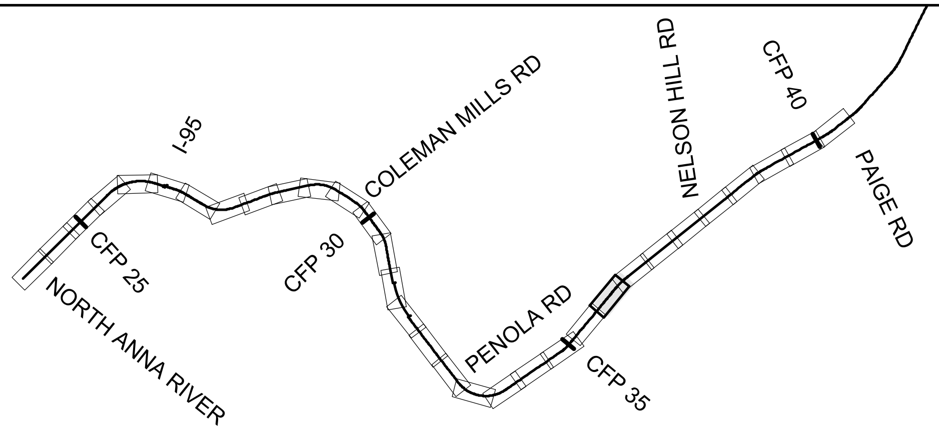


━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: Caroline County

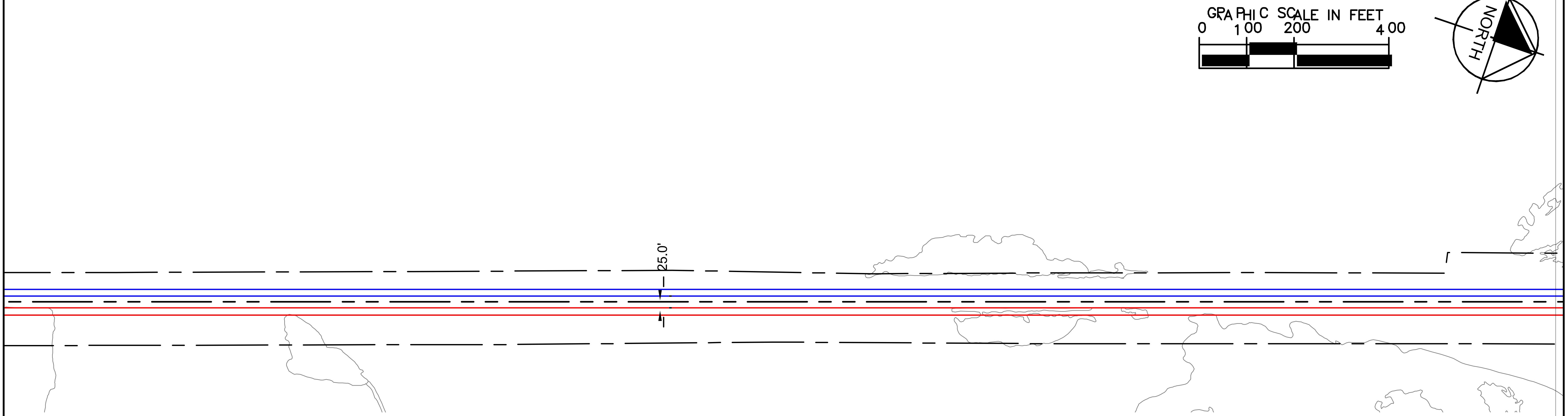
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28674
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-157
OF
EV-283

Mar. 19 2021 11:20 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Ownership.dwg By: Sydney.Gravitt



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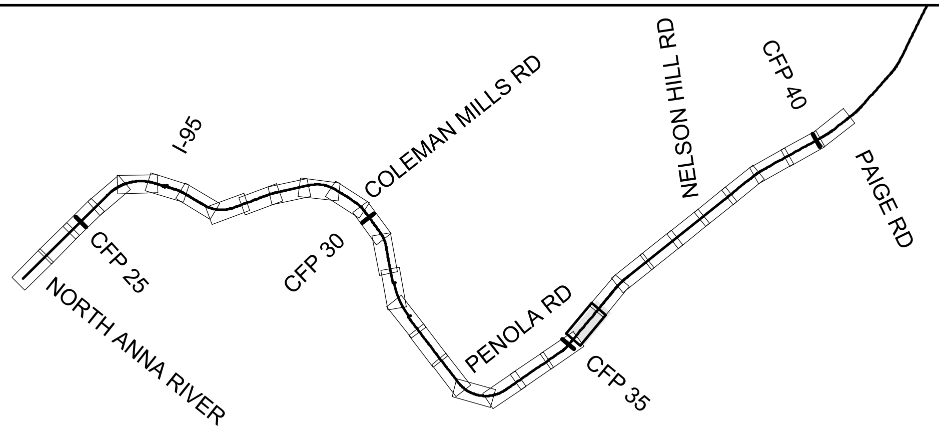

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28674
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-158
OF
EV-283

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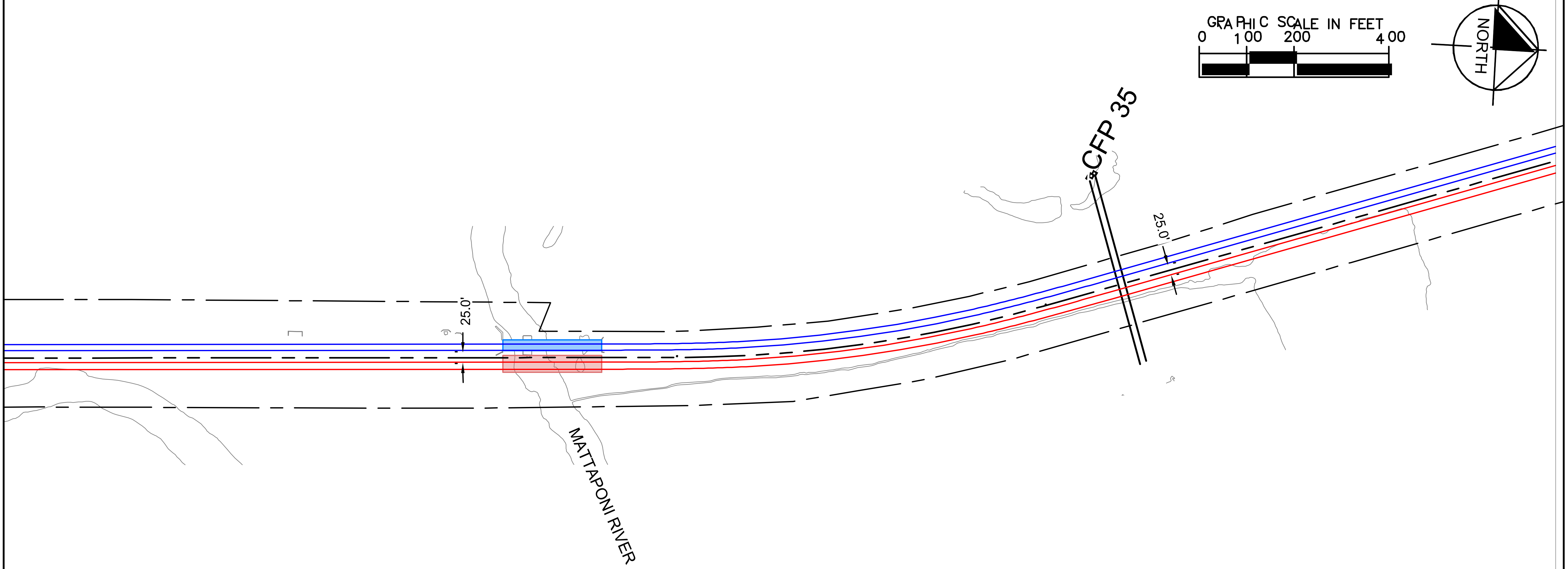
Exhibit B



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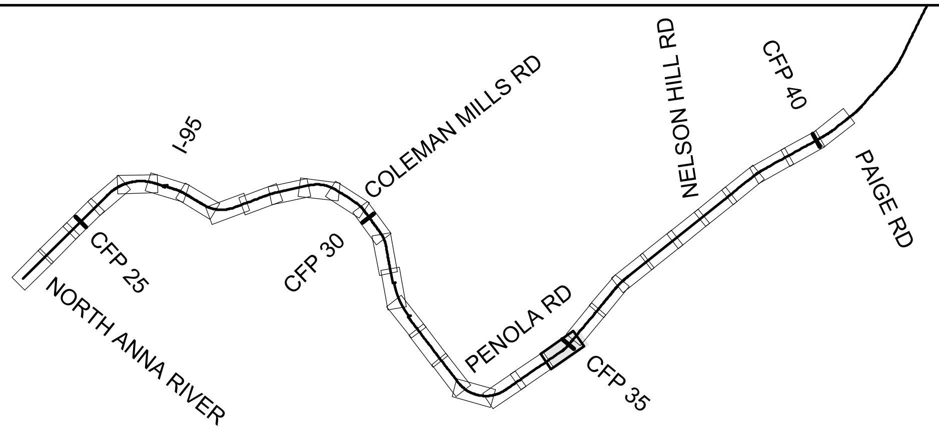

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673
DATE: 3/19/2021

SHEET
EV-159
OF
EV-283

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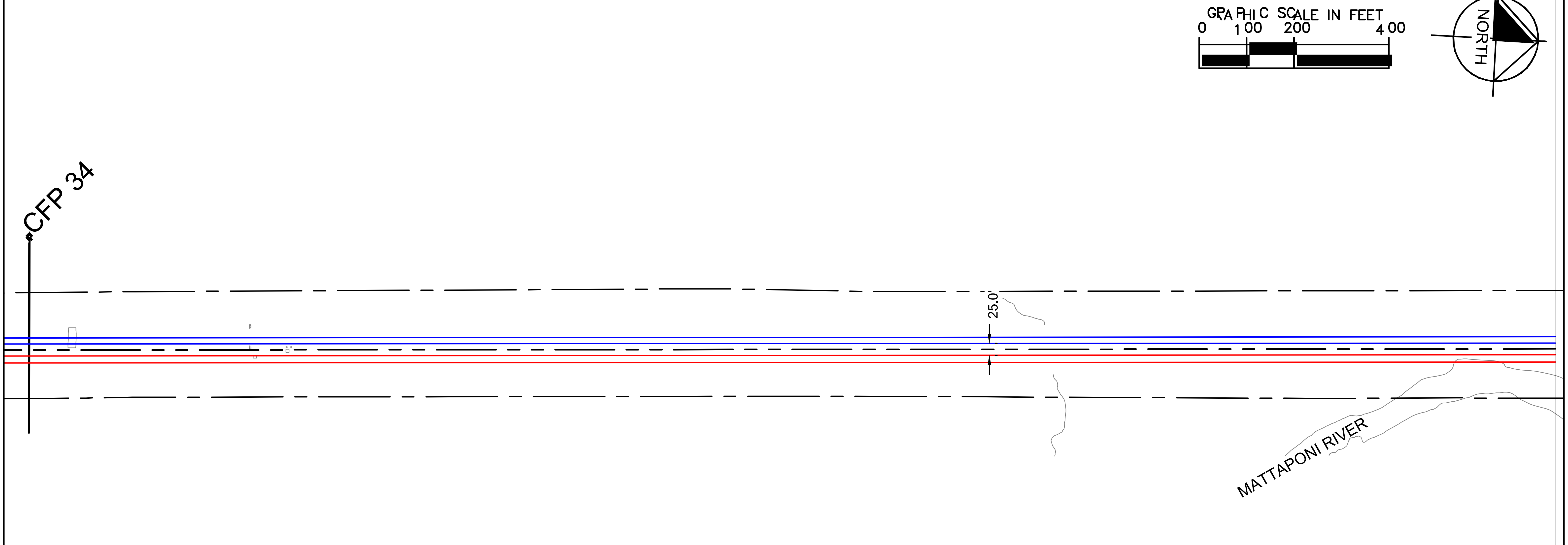
Exhibit B



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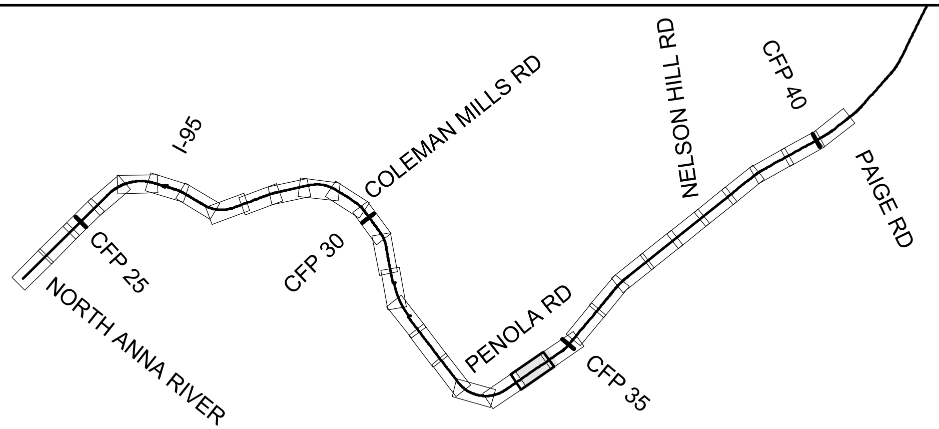

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-160
OF
EV-283

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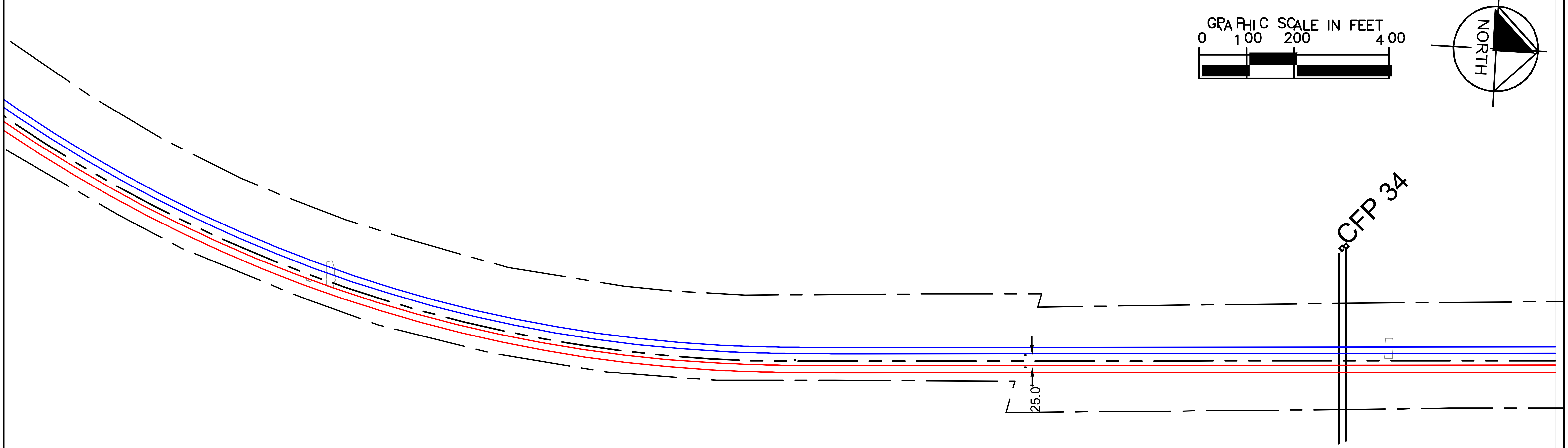
Exhibit B



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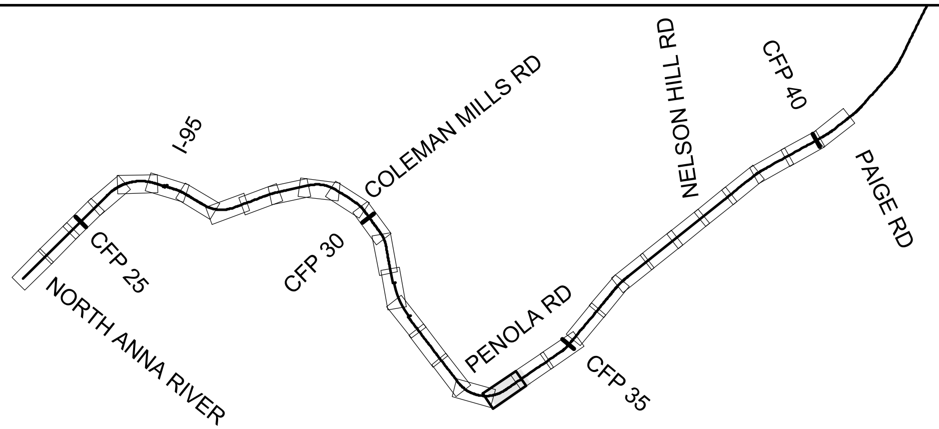

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-161
OF
EV-283

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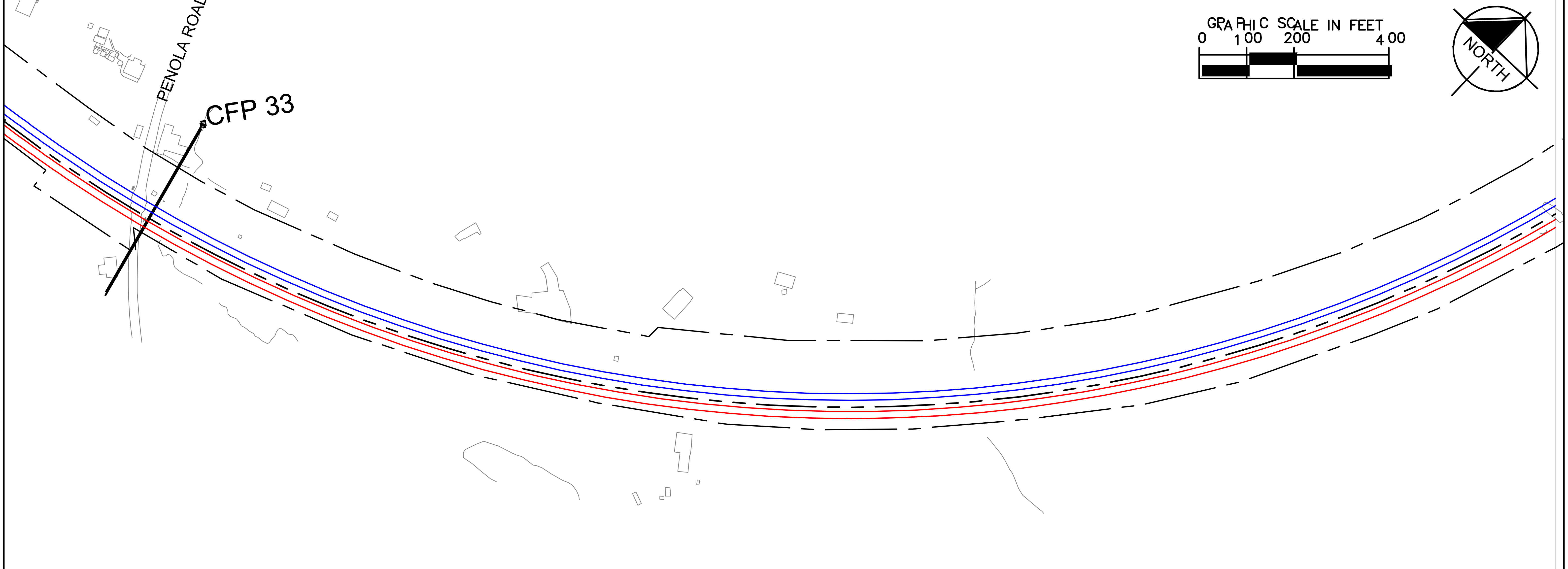

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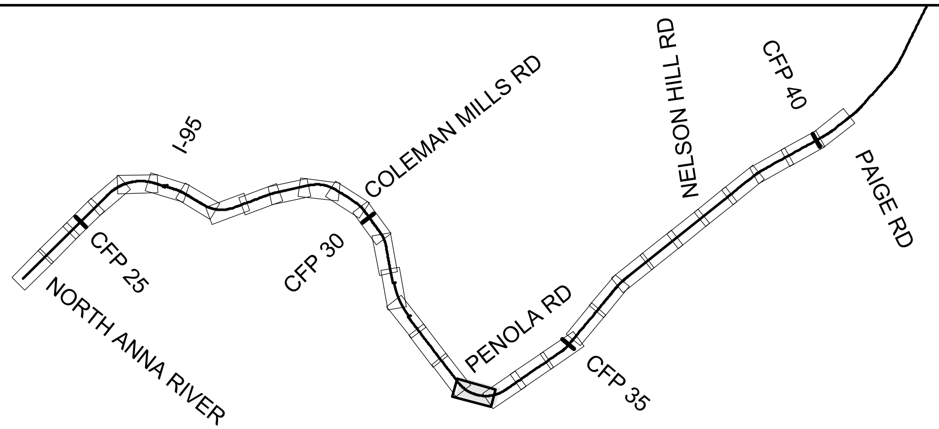


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

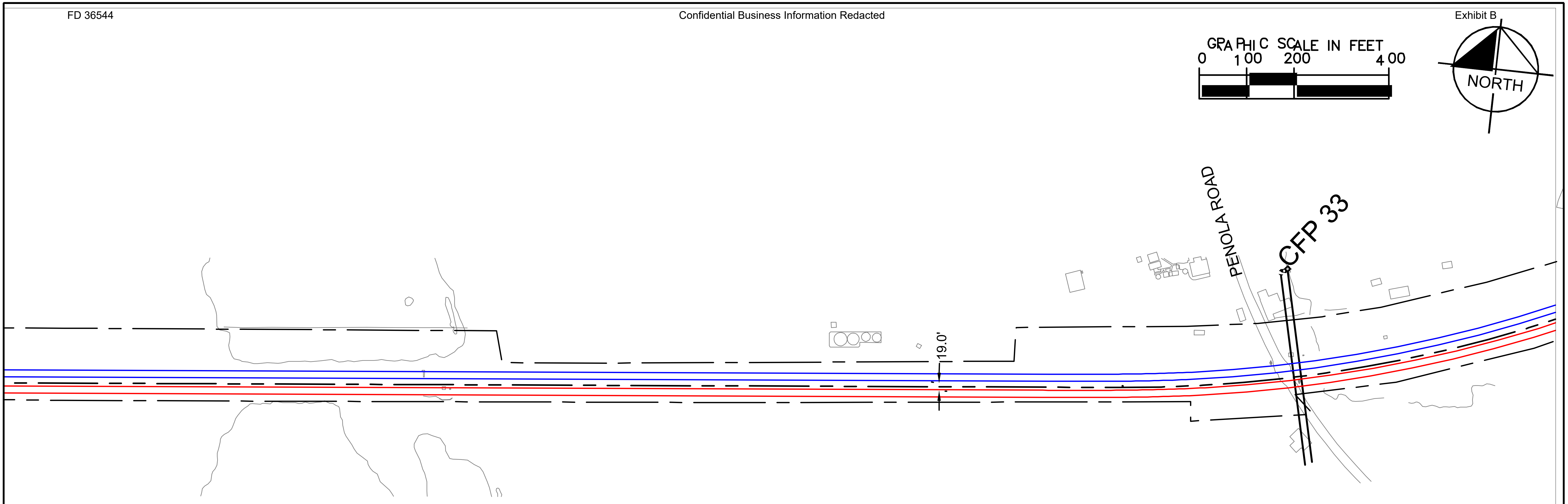
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-162
OF
EV-283

Mar. 19 2021 11:20 am K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_xS-Ownership.dwg By: Sydney.Gravitt



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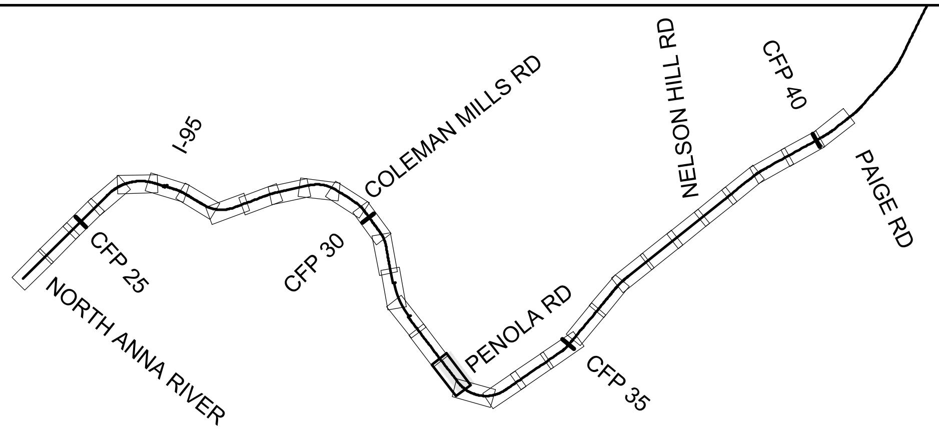


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

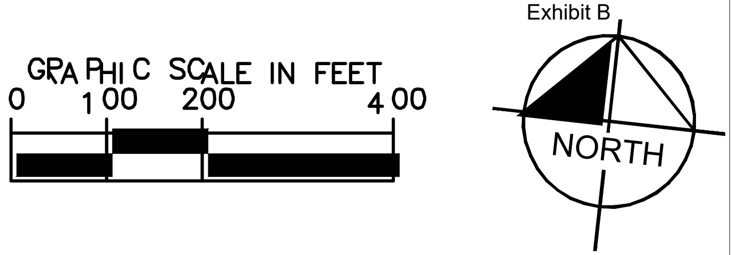
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

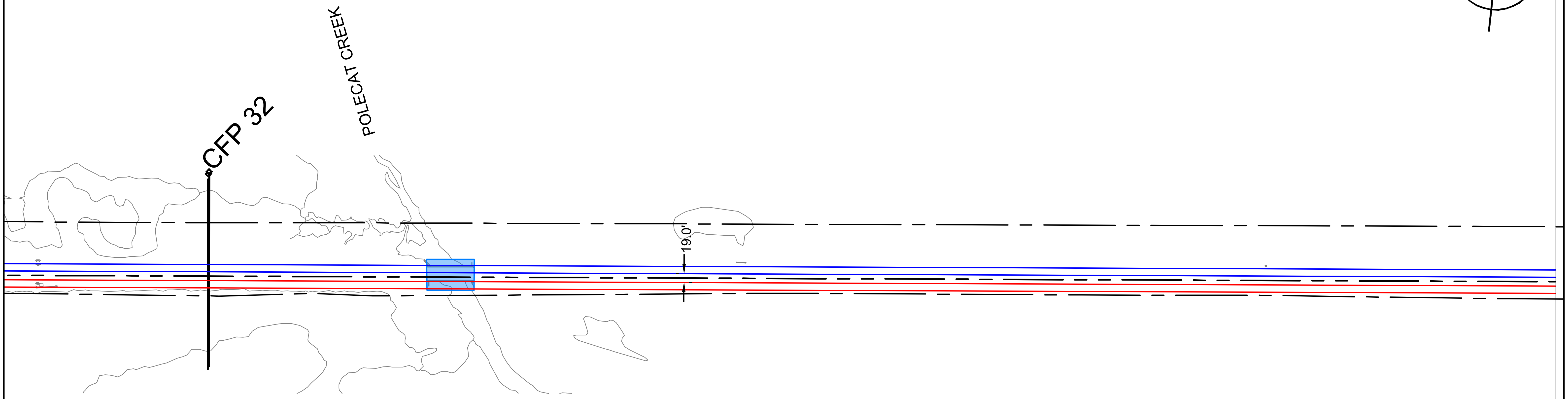
CSXT VAL MAP:V28673
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-163
OF
EV-283

Mar. 19 2021 11:21 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13–2N_xS–Ownership.dwg By: Sydney.Gravitt





CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

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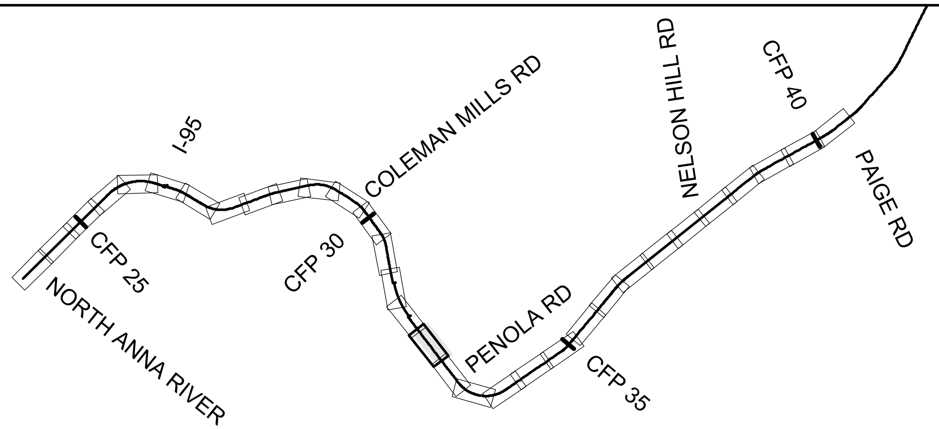
EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

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R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28673
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-164
OF
EV-283

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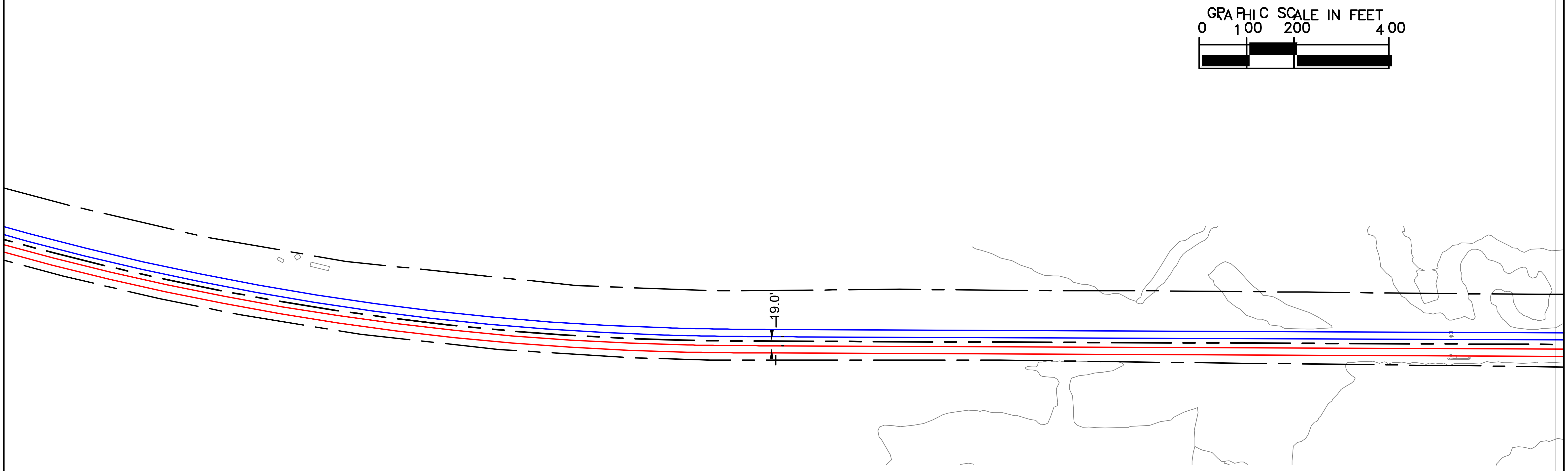
Exhibit B



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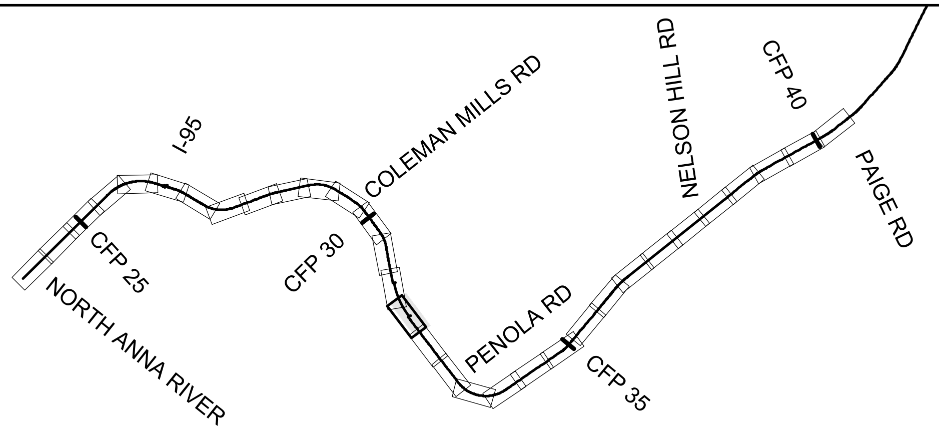


——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

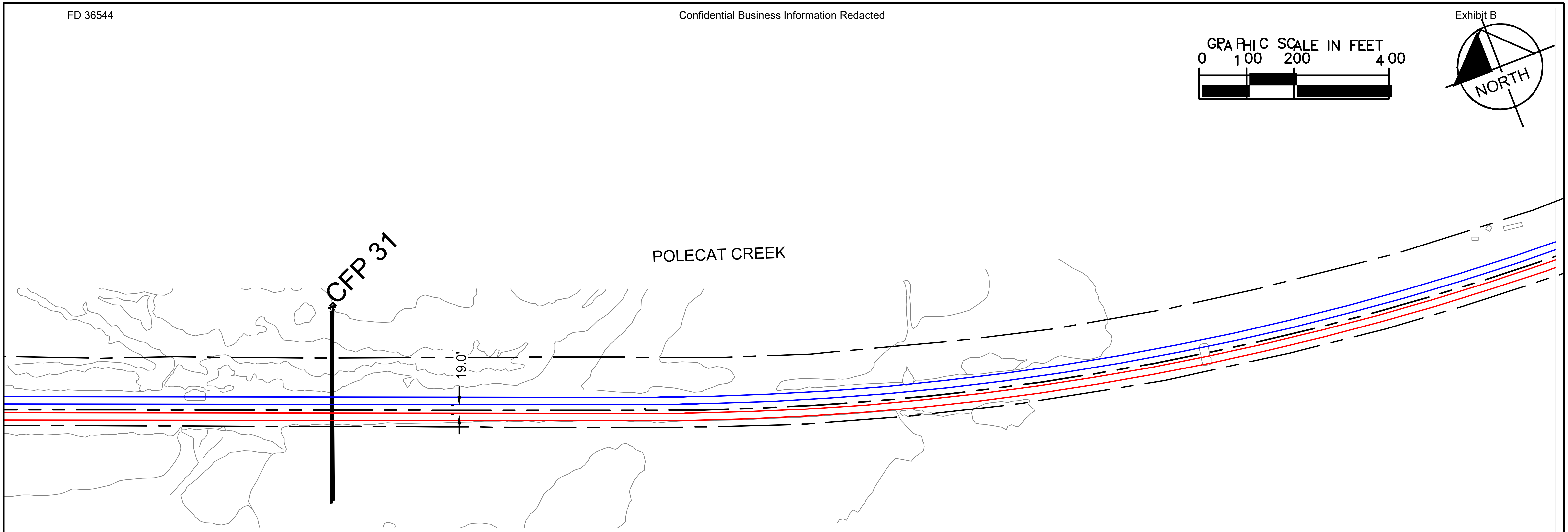
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28672
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-165
OF
EV-283

Exhibit B



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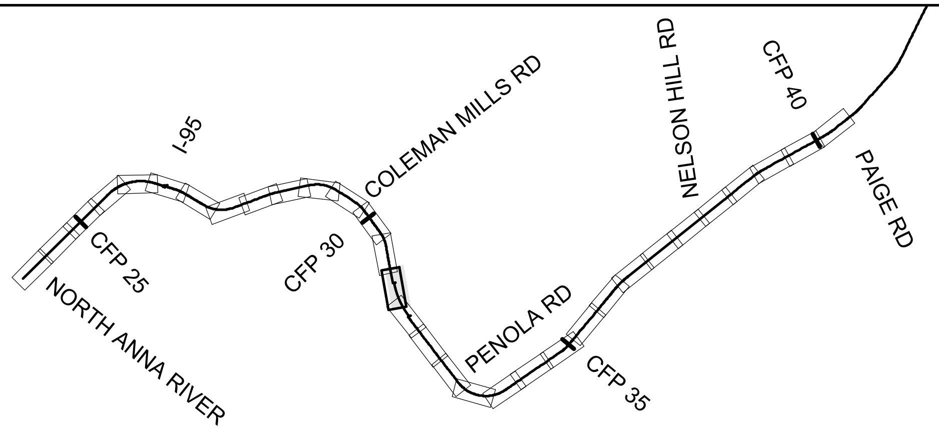

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28672

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-166
OF
EV-283

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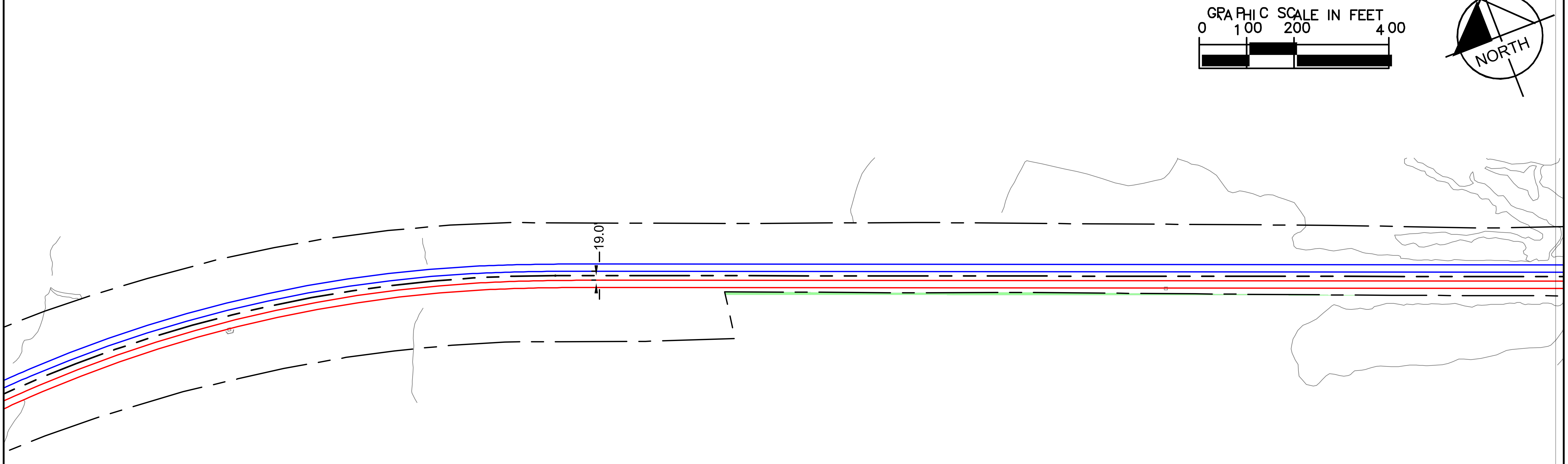

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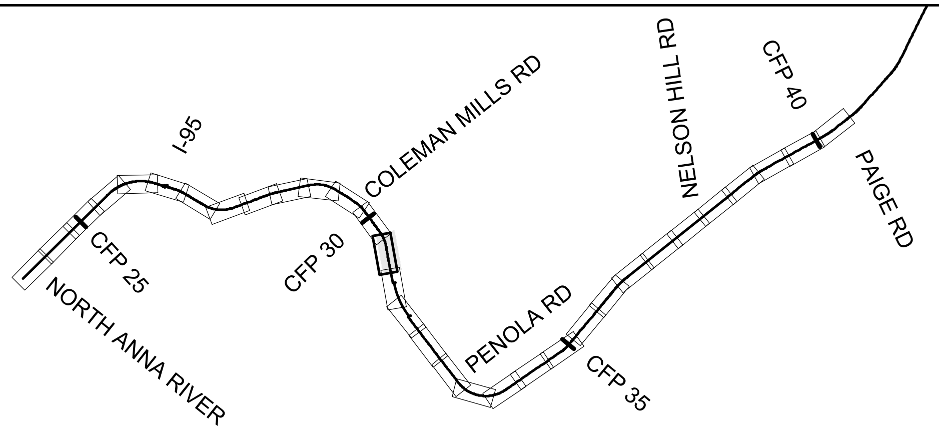

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28672
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-167
OF
EV-283

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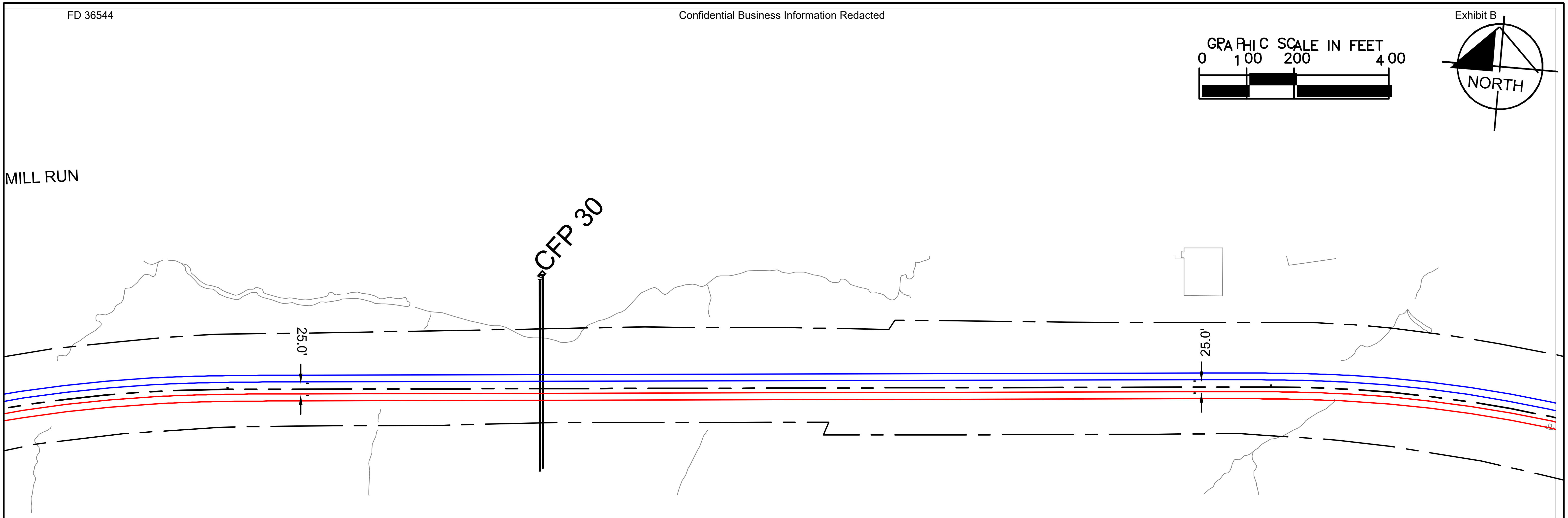

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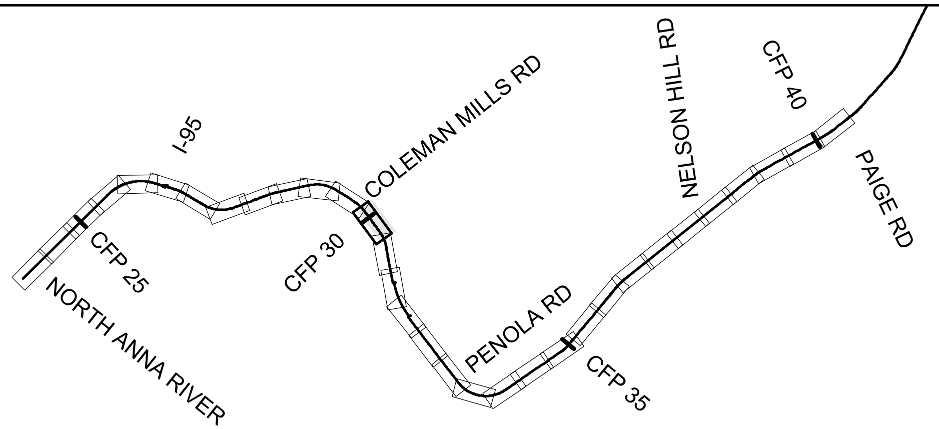

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28671
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-168
OF
EV-283

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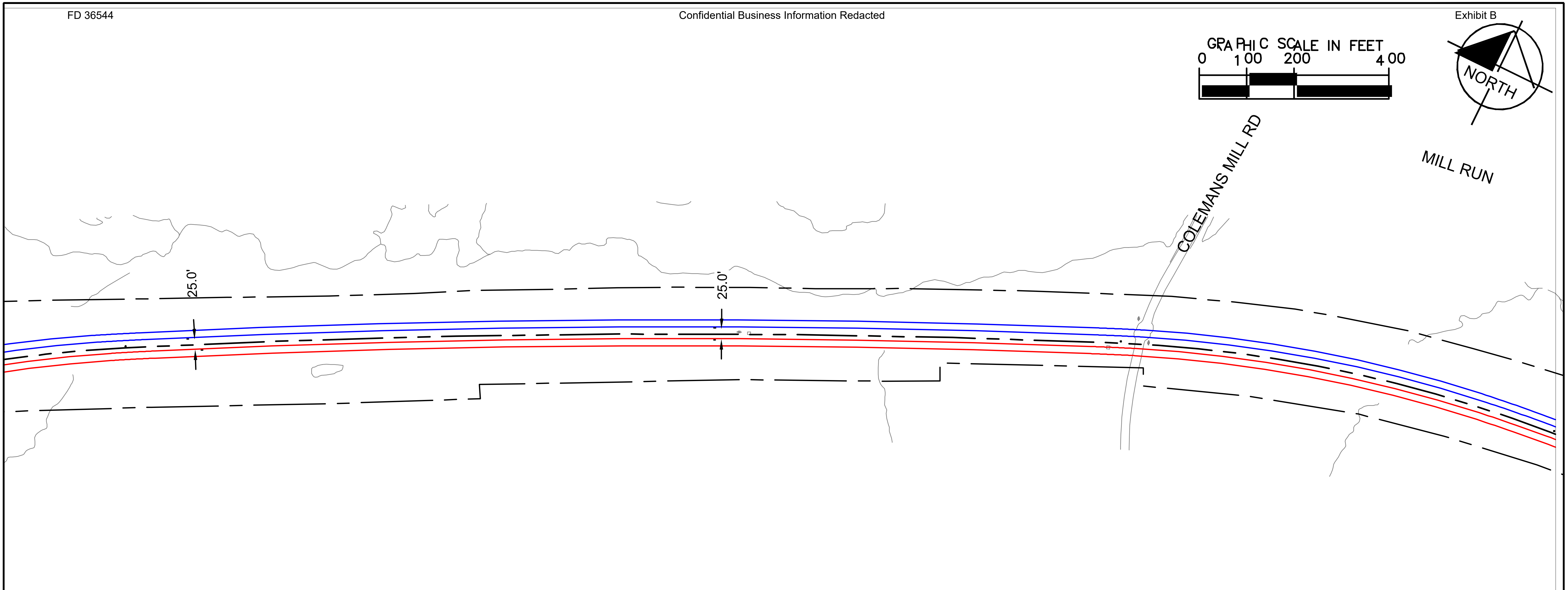

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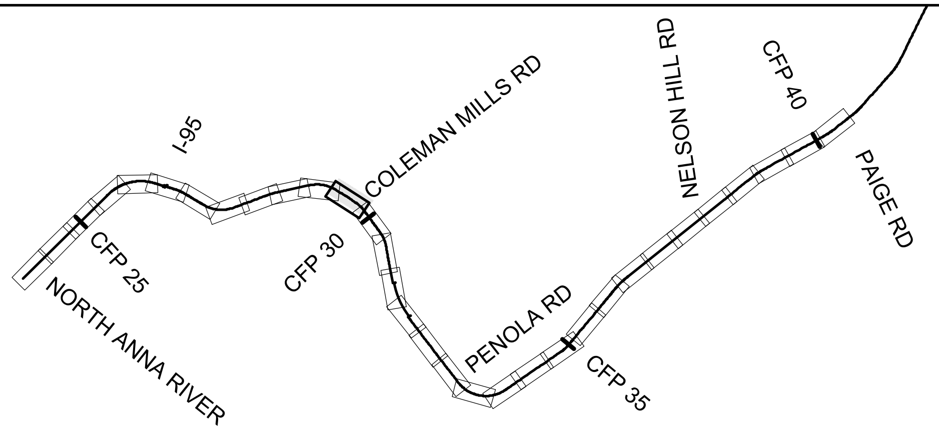

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28671

DATE: 3/19/2021

SHEET
EV-169
OF
EV-283

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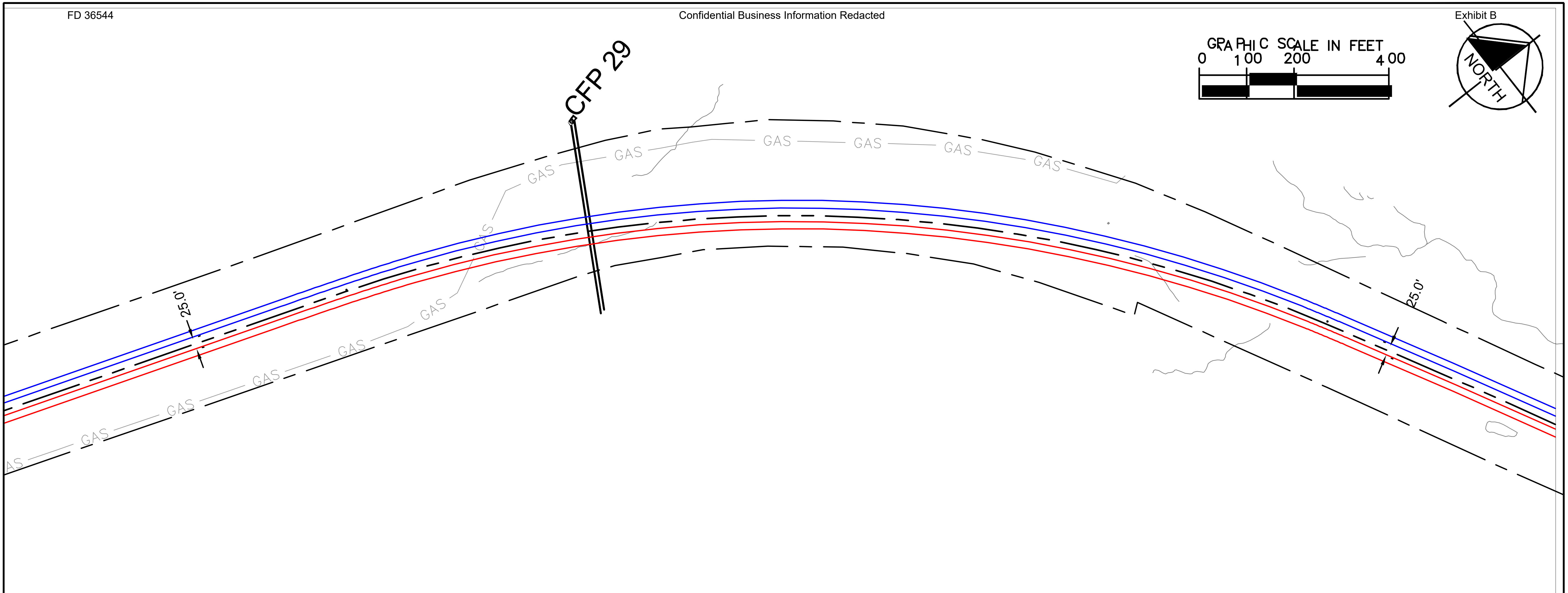
Exhibit B



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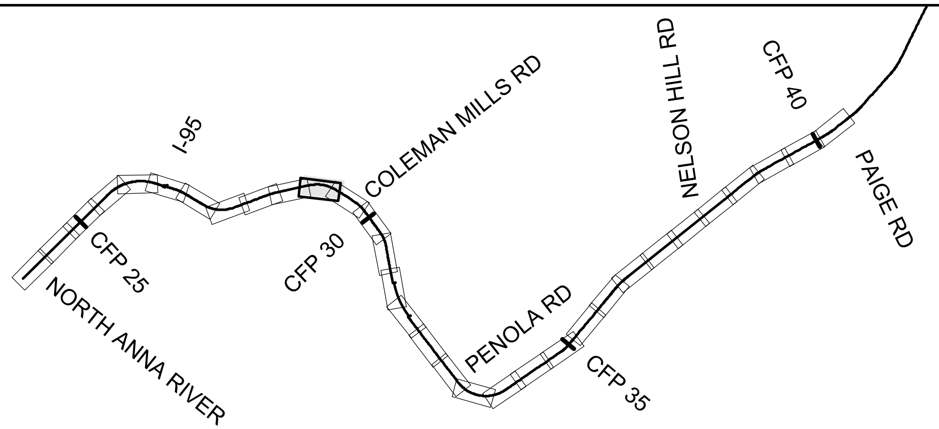

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28671

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-170
OF
EV-283

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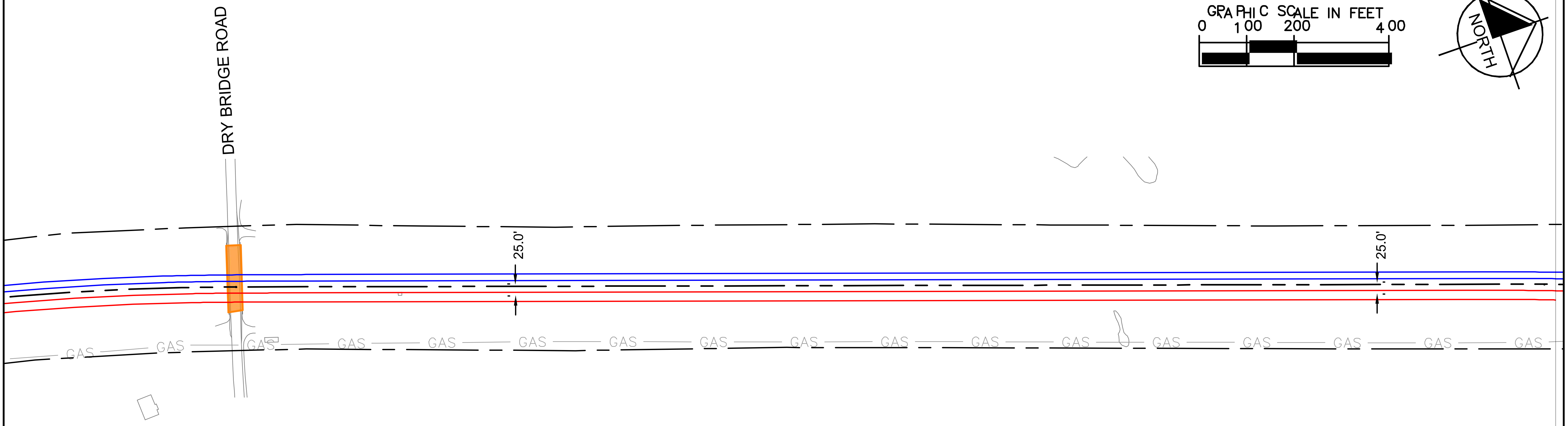

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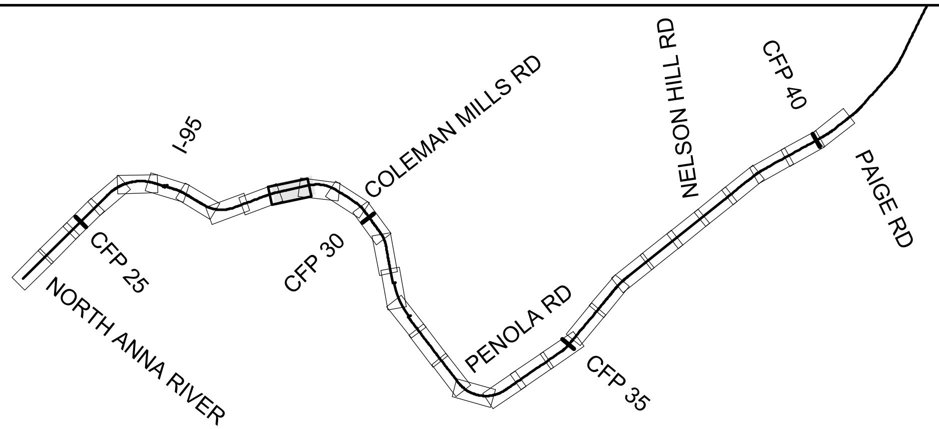

———	DRPT TRACK
———	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
———	RETAINING WALL

🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28671

DATE: 3/19/2021

SHEET
EV-171
OF
EV-283

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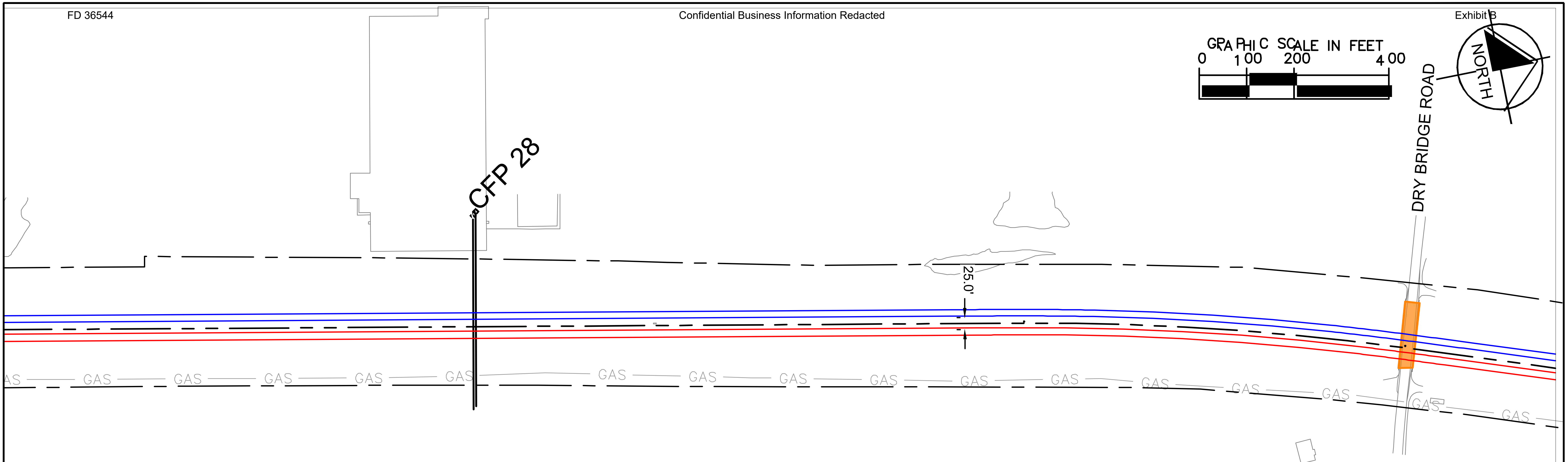
Exhibit B



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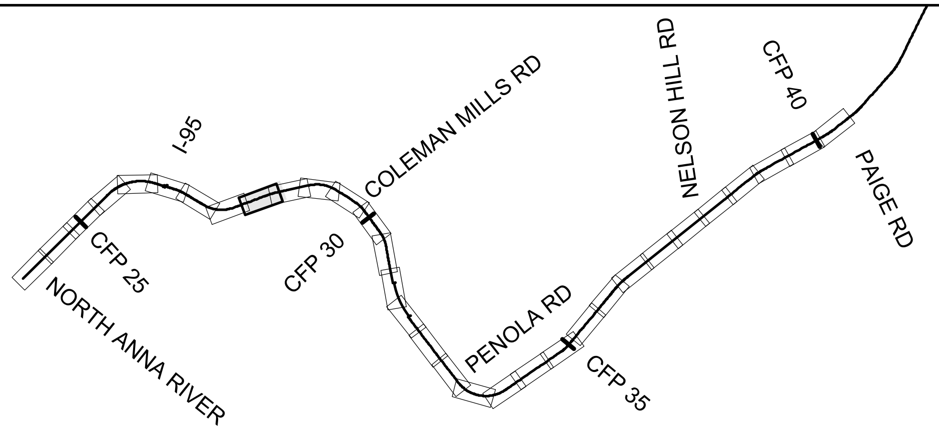

——	DRPT TRACK	🟥	DRPT BRIDGE
——	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670
DATE: 3/19/2021

SHEET
EV-172
OF
EV-283

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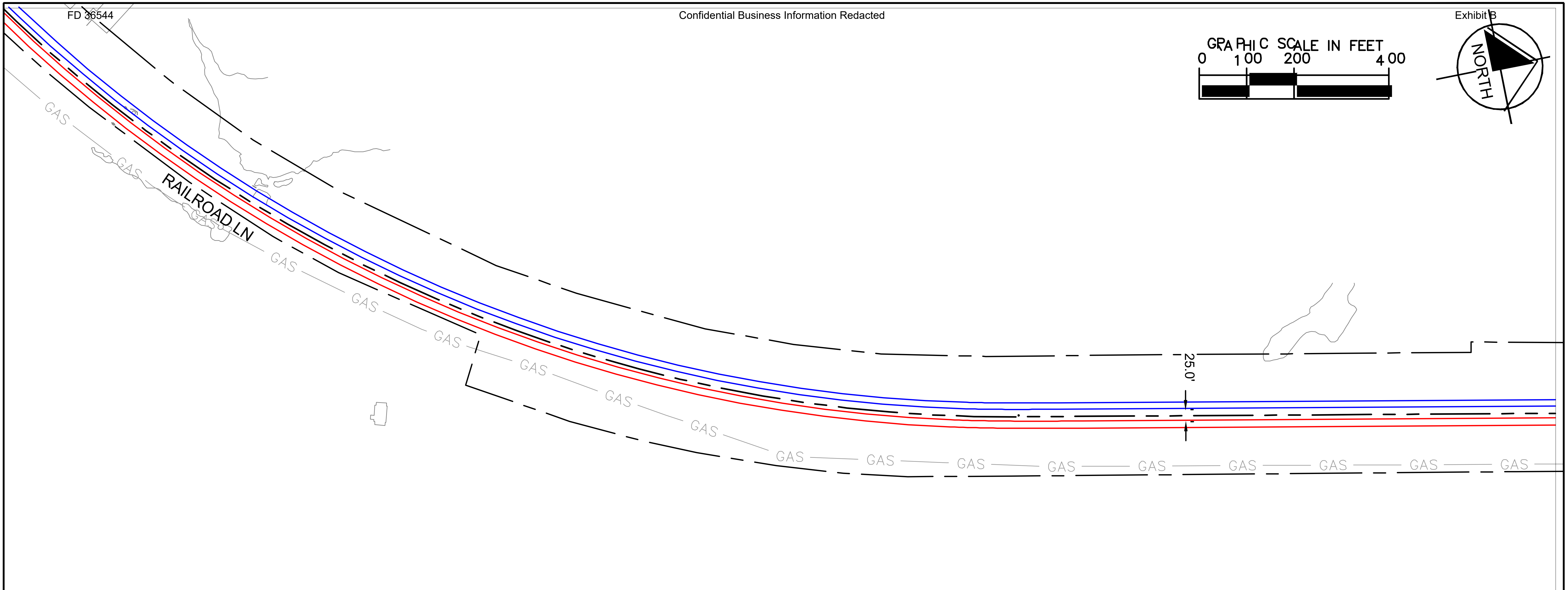

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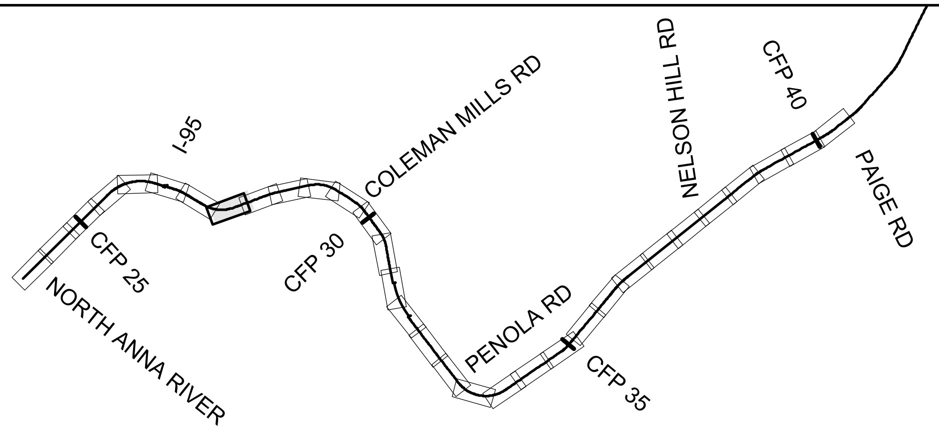

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-173
OF
EV-283

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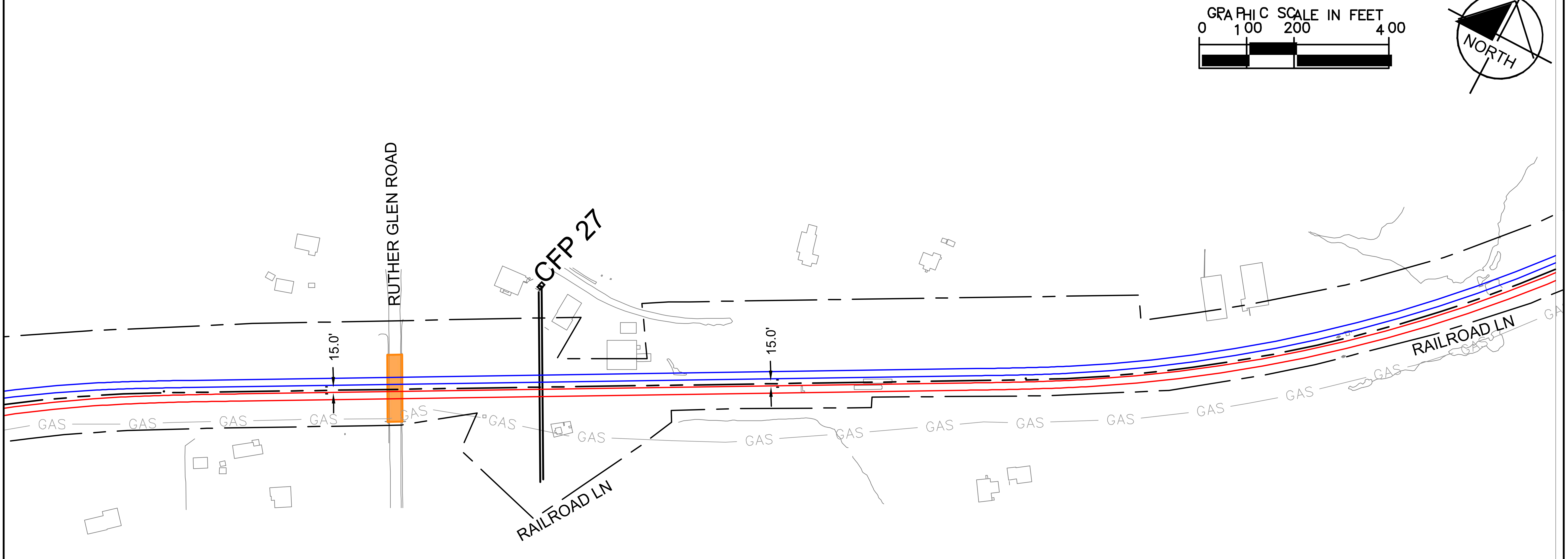

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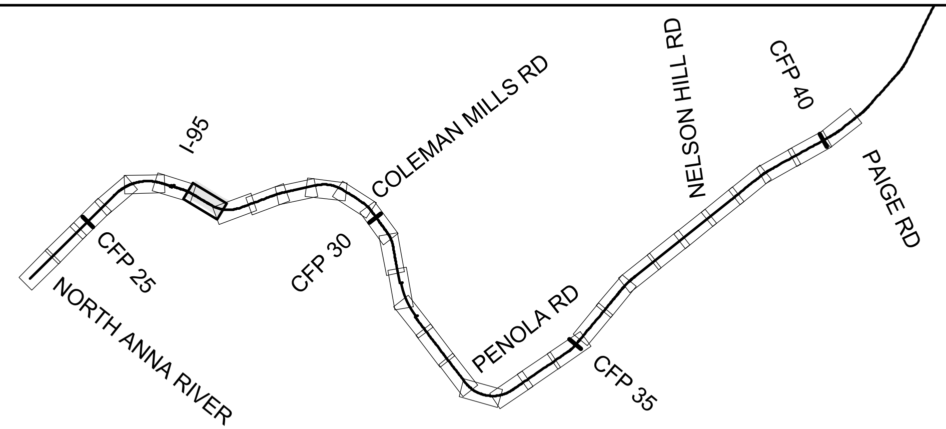

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-174
OF
EV-283

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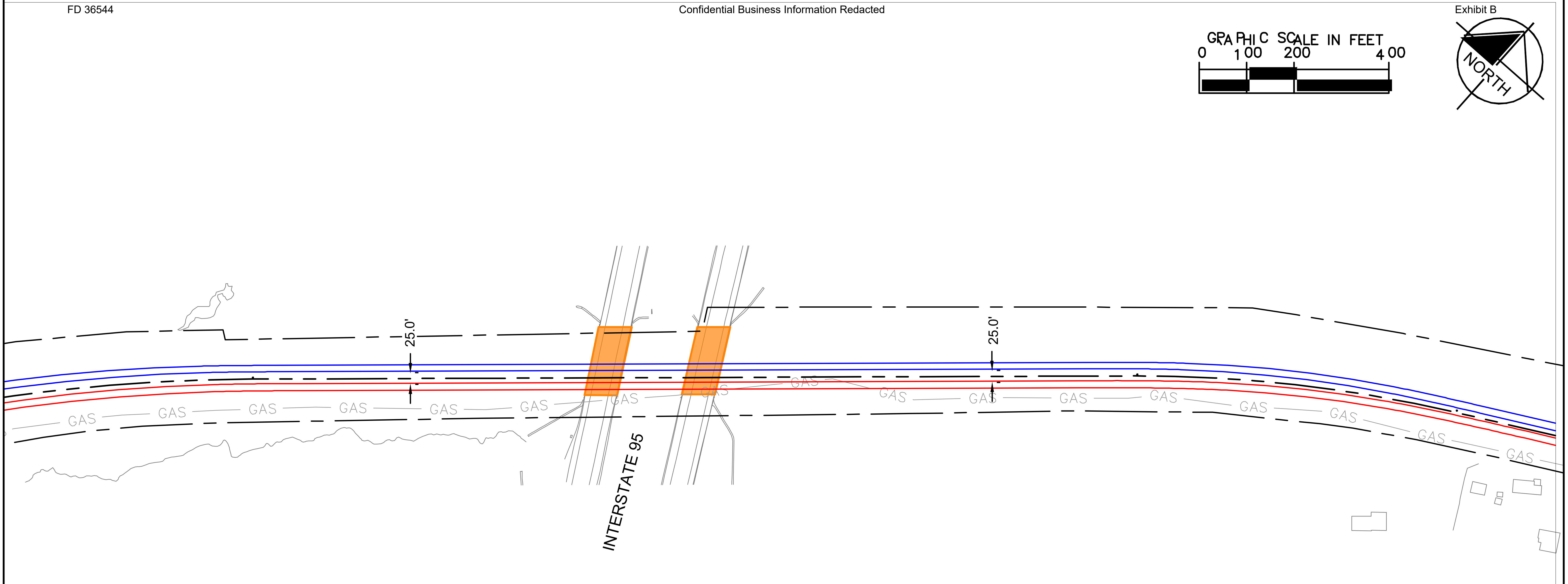

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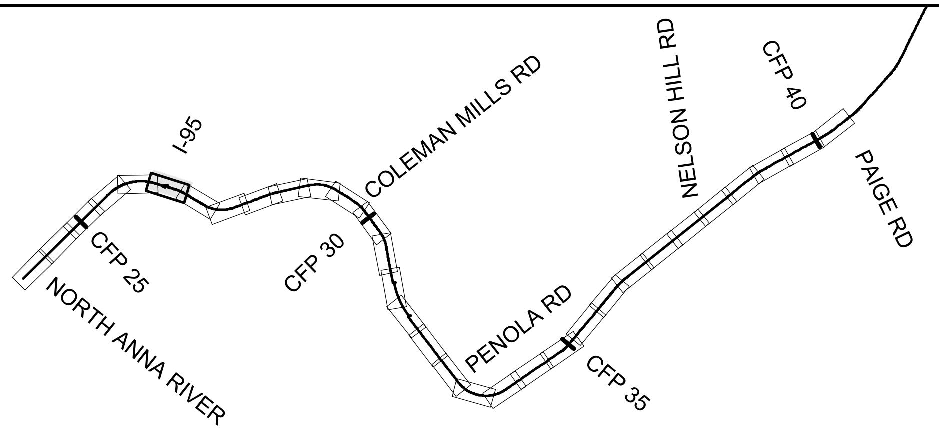
EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

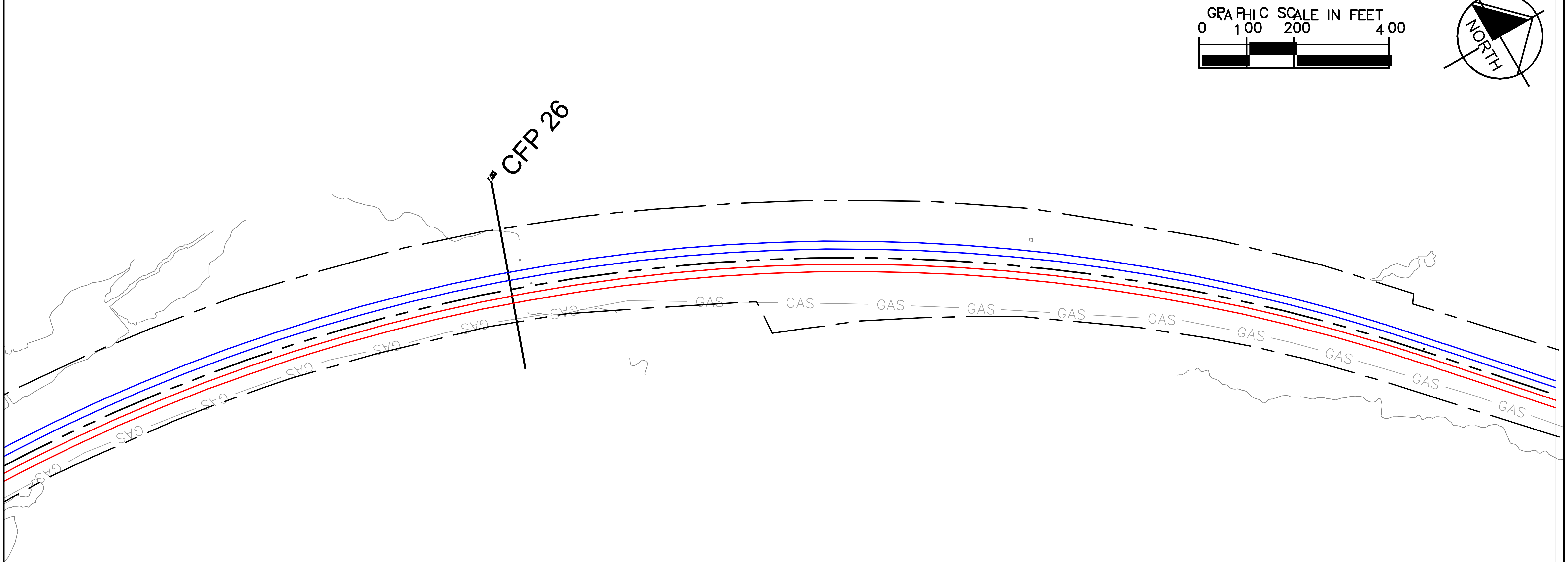
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670
DATE: 3/19/2021

SHEET
EV-175
OF
EV-283

Mar. 19 2021 11:21 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - North Zone\CAD\Sheets\R13-2N_XS-Ownership.dwg By: Sydney.Gravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, NORTH ZONE, US FOOT

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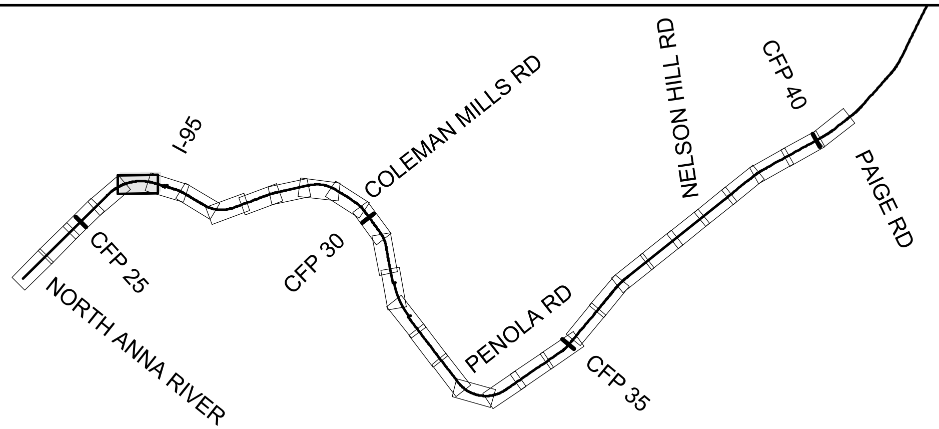

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28670
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-176
OF
EV-283

Mar. 19 2021 11:21 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13–2N_xS–Ownership.dwg By: Sydney.Gravitt

FD 36544

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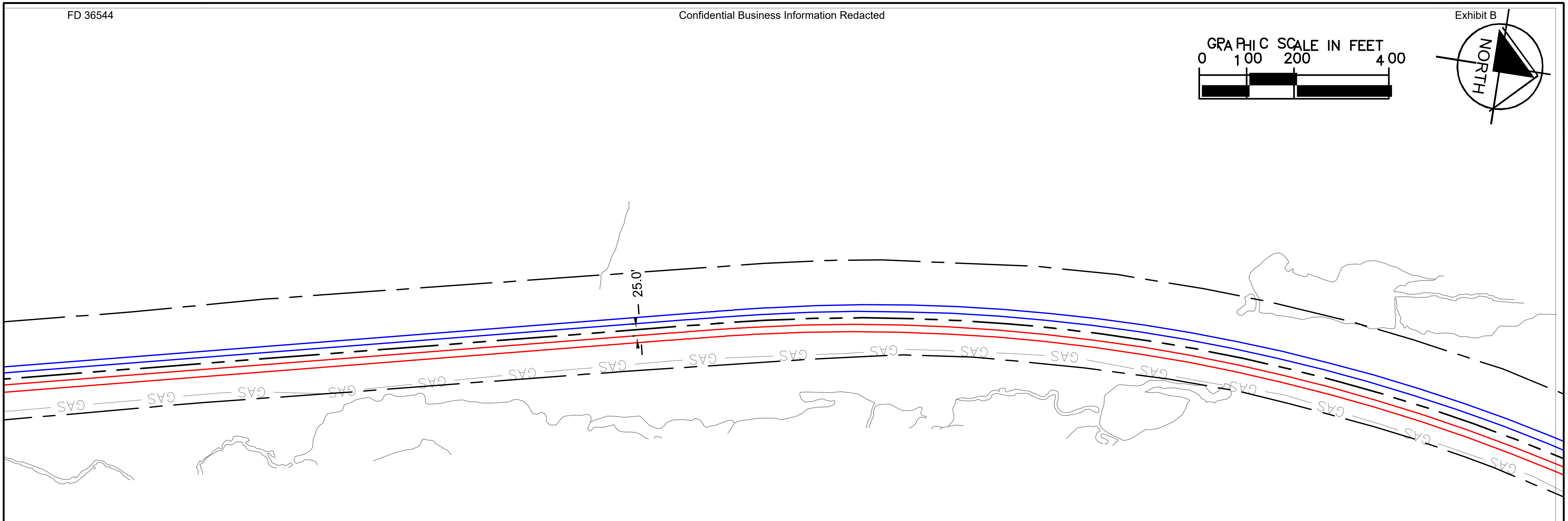
Exhibit B



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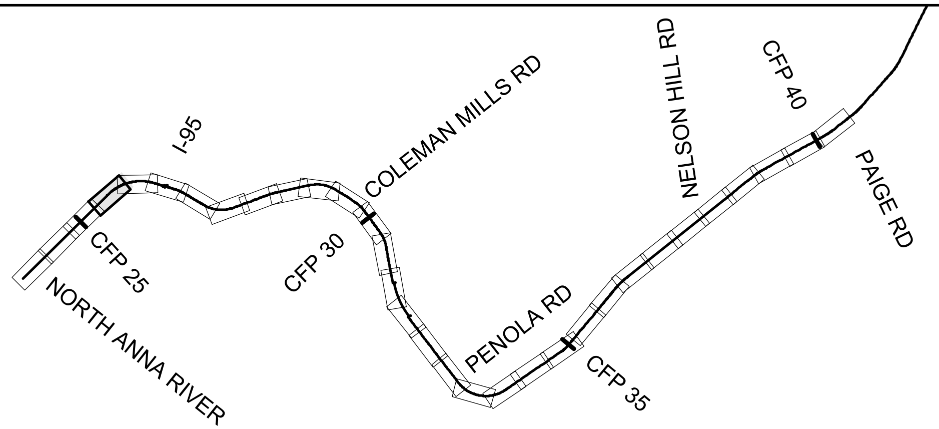

―	DRPT TRACK	🟥	DRPT BRIDGE
―	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
―	RETAINING WALL		

JURISDICTION: Caroline County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28669

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-177
OF
EV-283

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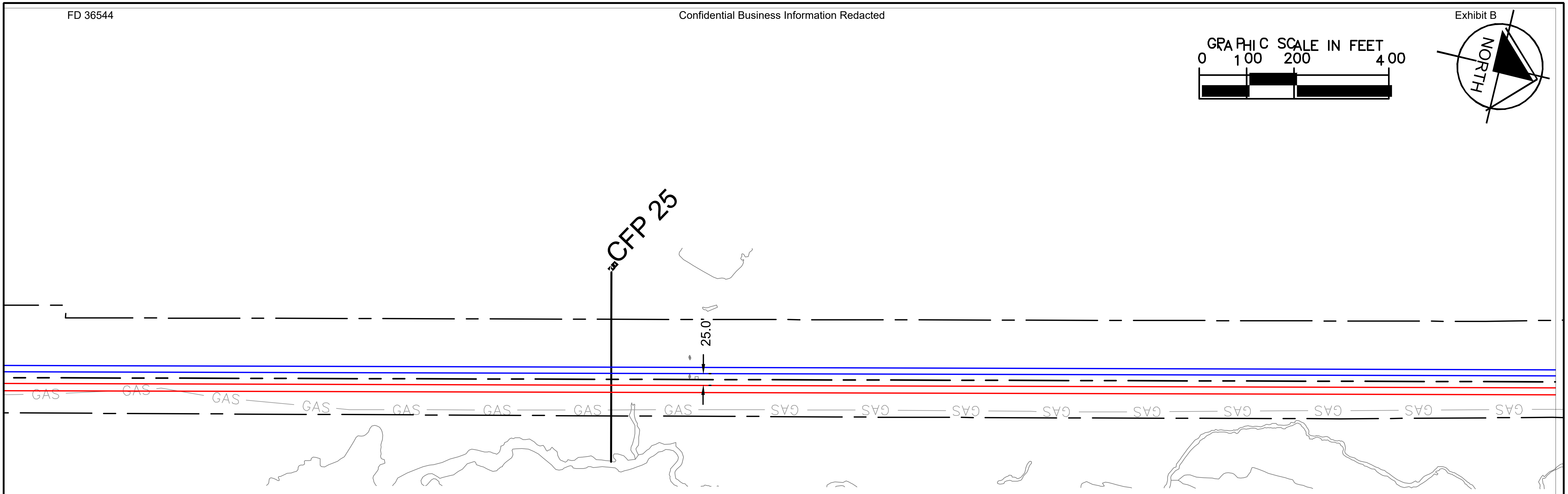

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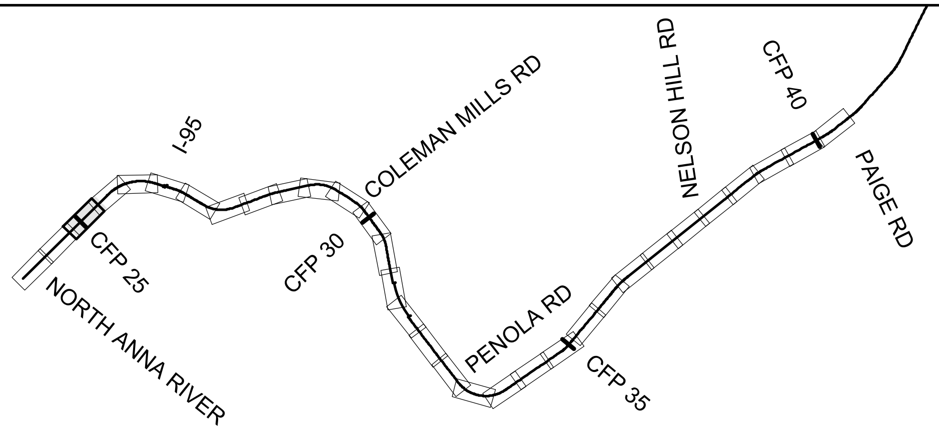


🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

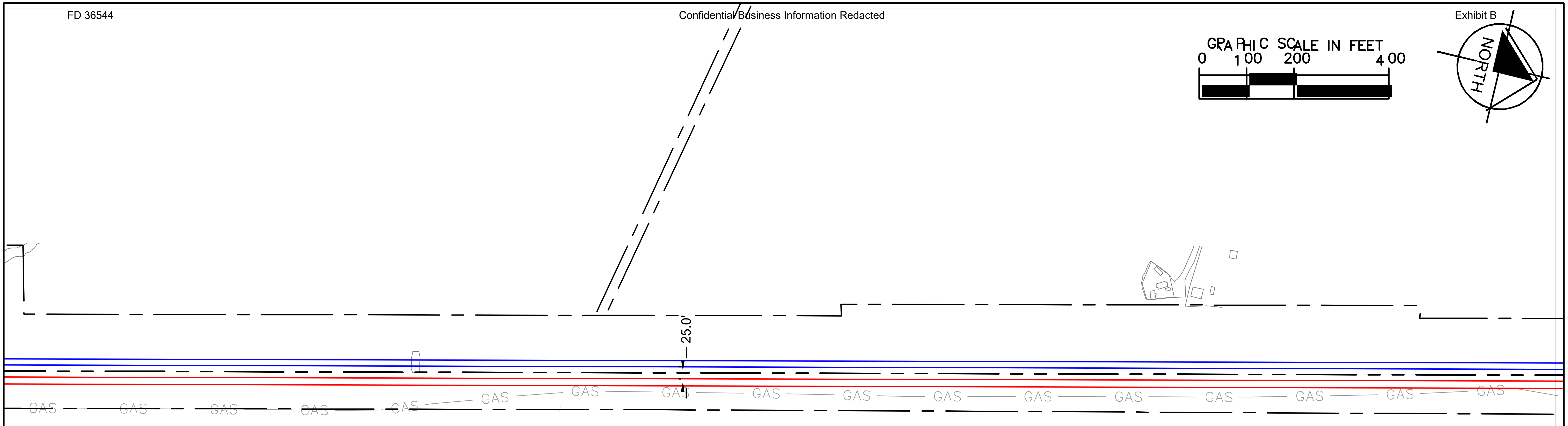
JURISDICTION: Caroline County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28669
DATE: 3/19/2021

SHEET
EV-178
OF
EV-283

Mar. 19 2021 11:21 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – North Zone\CAD\Sheets\R13-2N_XS-Ownership.dwg By: Sydney.Gravitt



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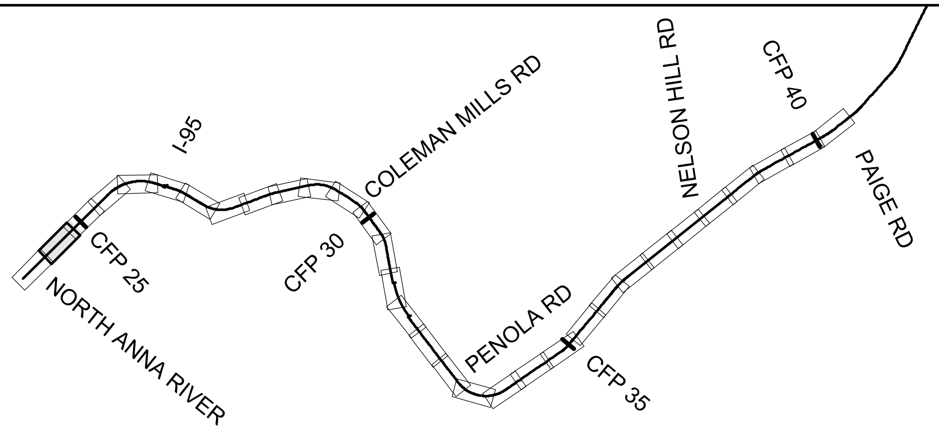

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28669

DATE: 3/19/2021

SHEET
EV-179
OF
EV-283

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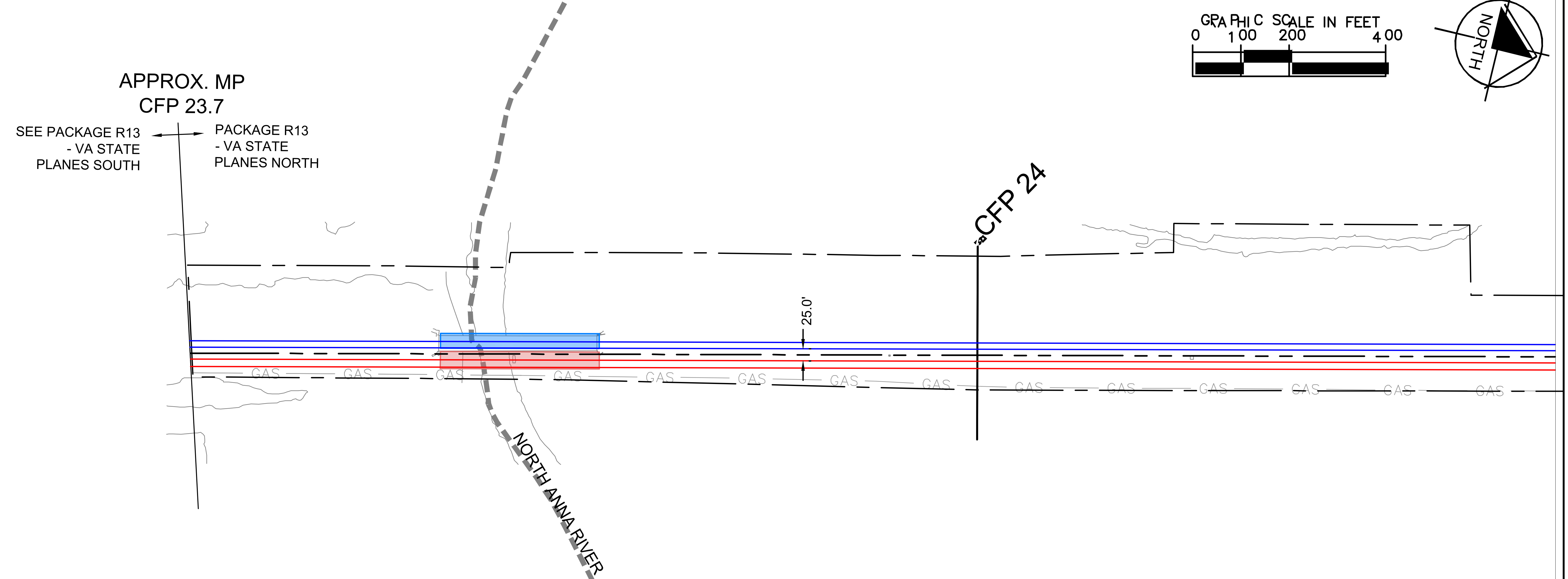
Exhibit B



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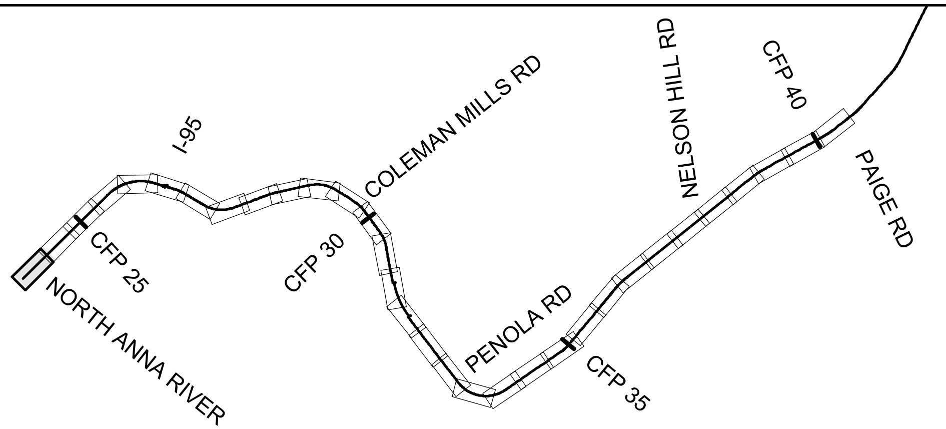

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County/Hanover County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - MILFORD TO HANOVER NORTH

CSXT VAL MAP:V28668

DATE: 3/19/2021

SHEET
EV-180
OF
EV-283

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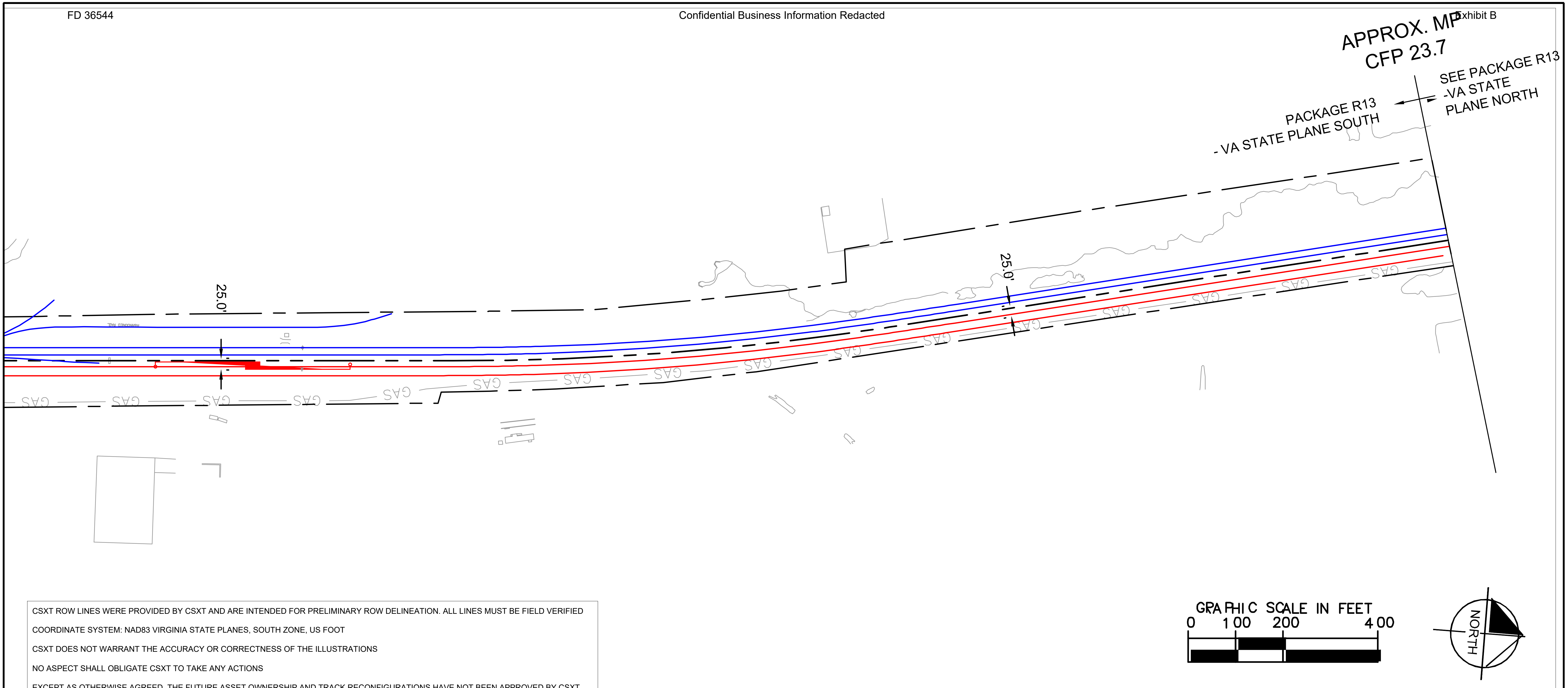

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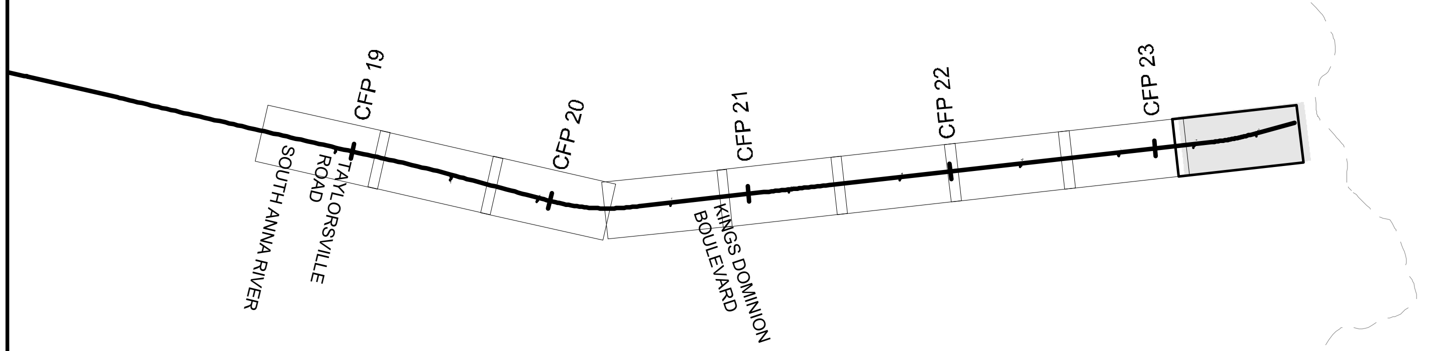

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Caroline County/Hanover County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28668

DATE: 3/19/2021

SHEET
EV-181
OF
EV-283

Mar. 19 2021 12:05 pm K:\NVA_Transit\113292000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\R13-2S-xS-Ownership.dwg By: Sydney.Gravitt

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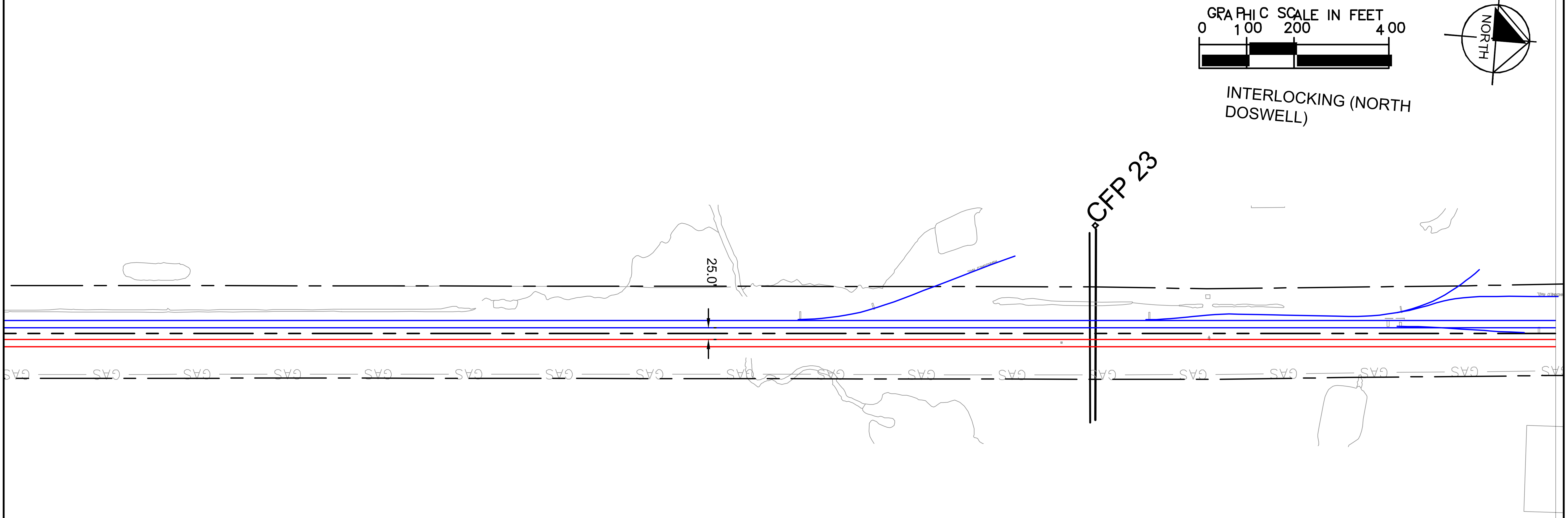
Exhibit B



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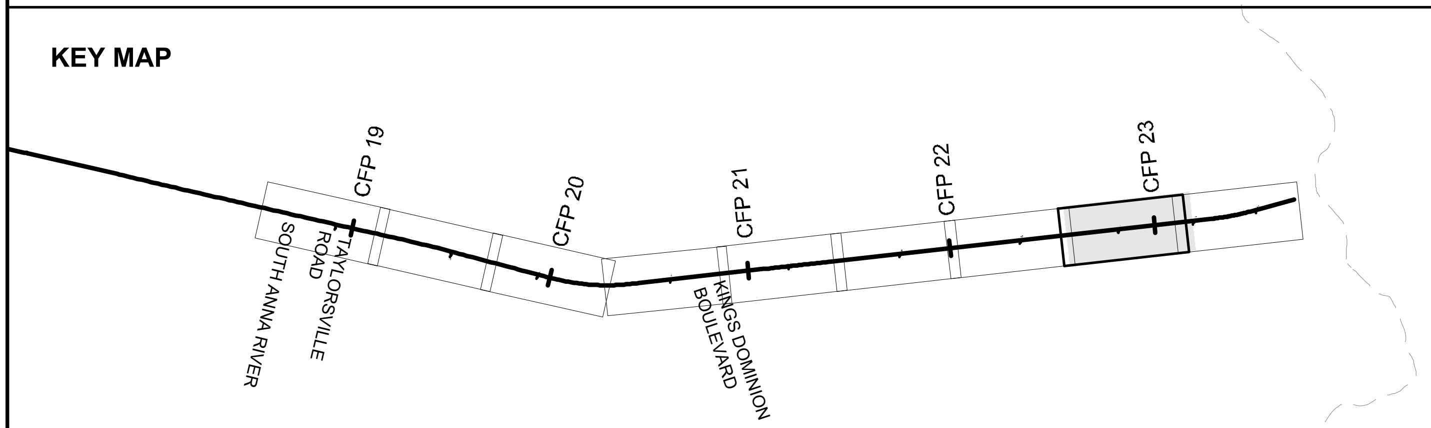

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Caroline County/Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28668

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-182
OF
EV-283

Mar. 19 2021 12:06 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\R13-2S-xS-Ownership.dwg By: Sydney.Gravitt

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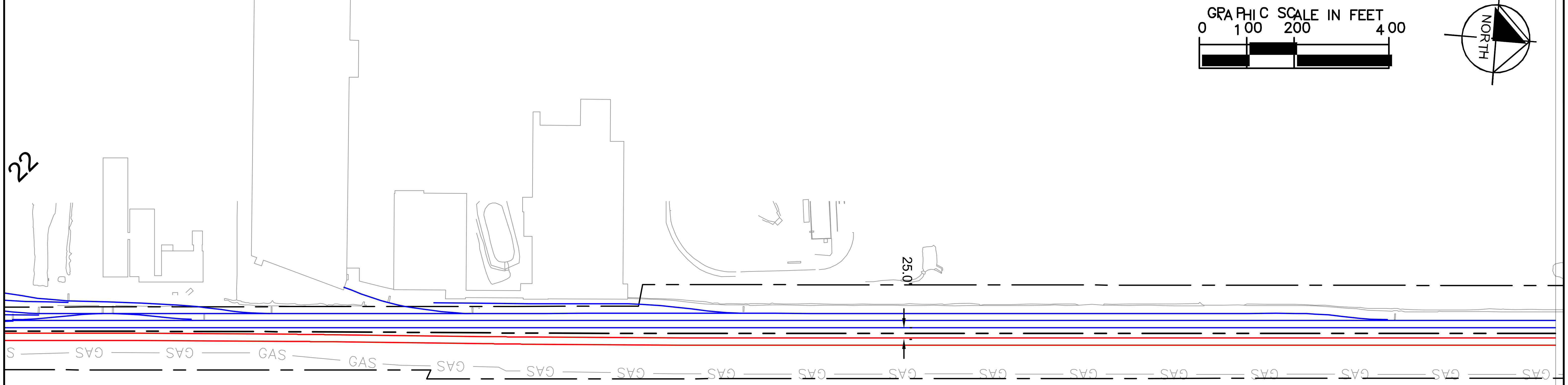
Exhibit B



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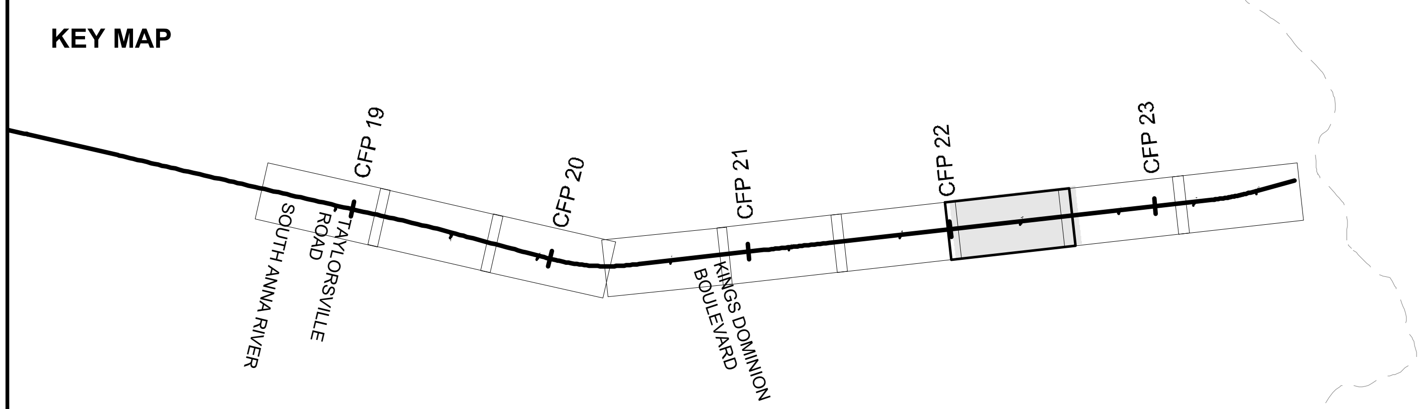

───	DRPT TRACK	🟥	DRPT BRIDGE
───	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
───	RETAINING WALL		

JURISDICTION: Hanover County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667
DATE: 3/19/2021

SHEET
EV-183
OF
EV-283

Mar. 19 2021 12:06 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\R13-2S-xS-Ownership.dwg By: Sydney.Gravitt

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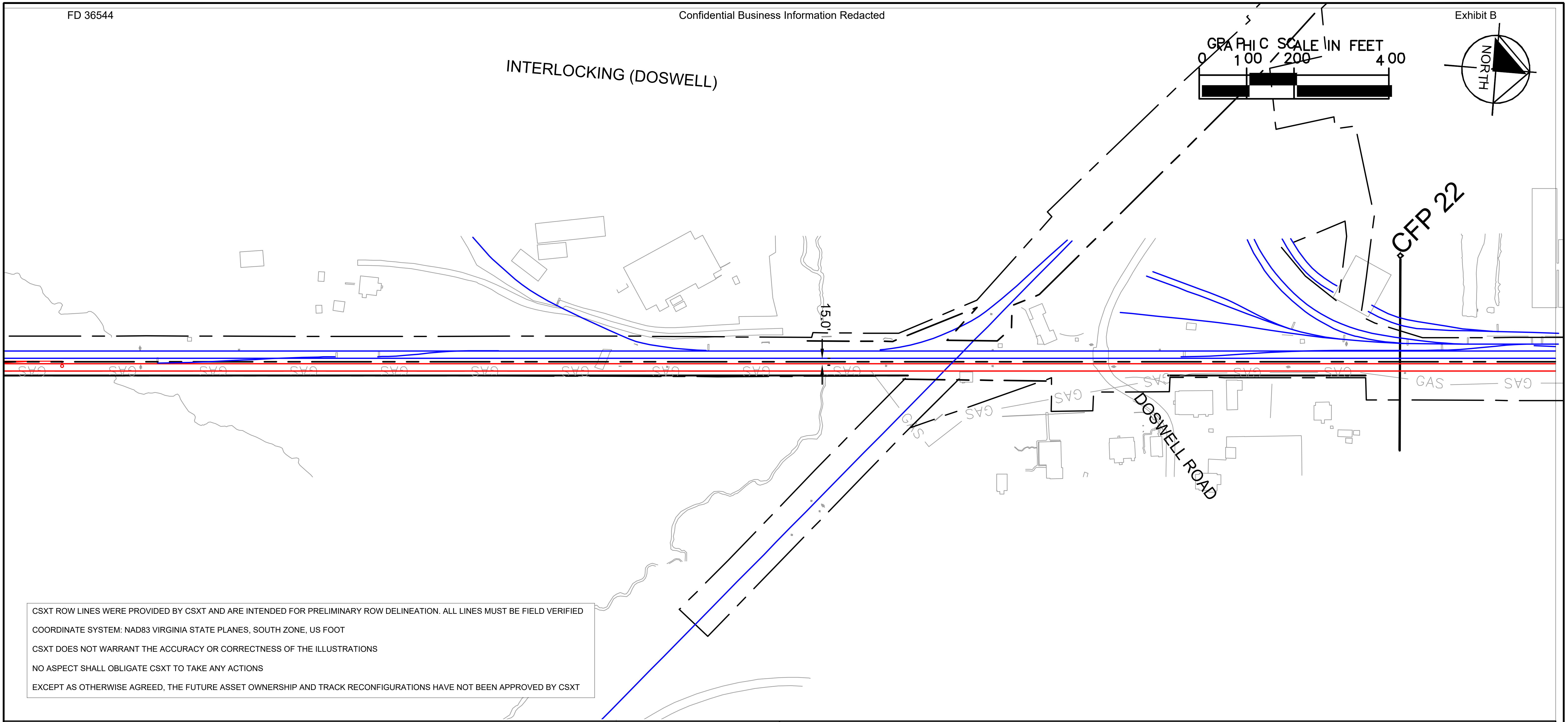

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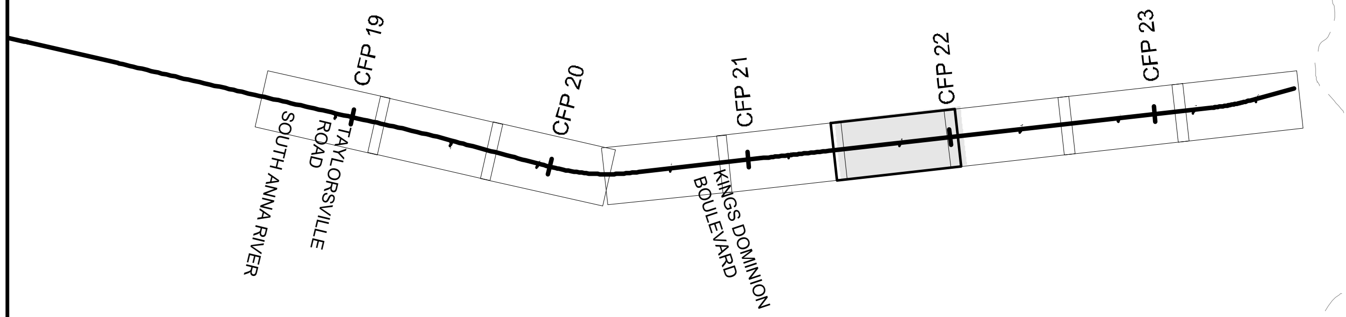

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-184
OF
EV-283

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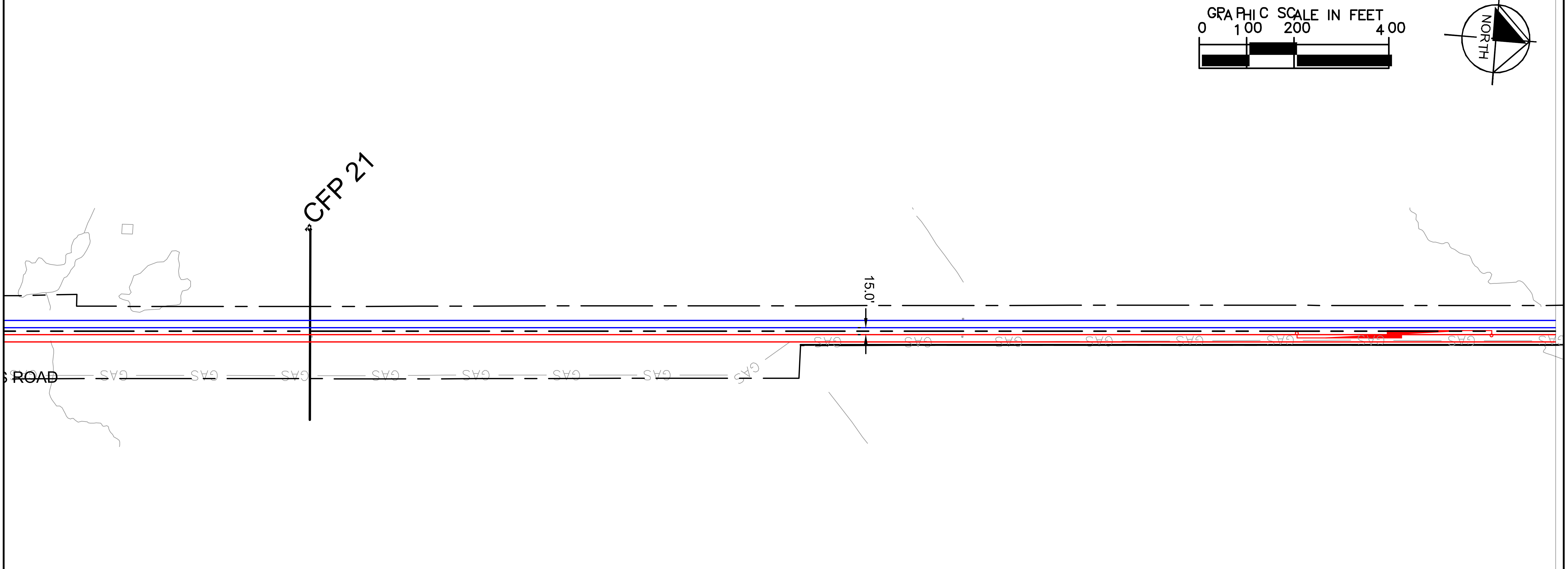
Exhibit B



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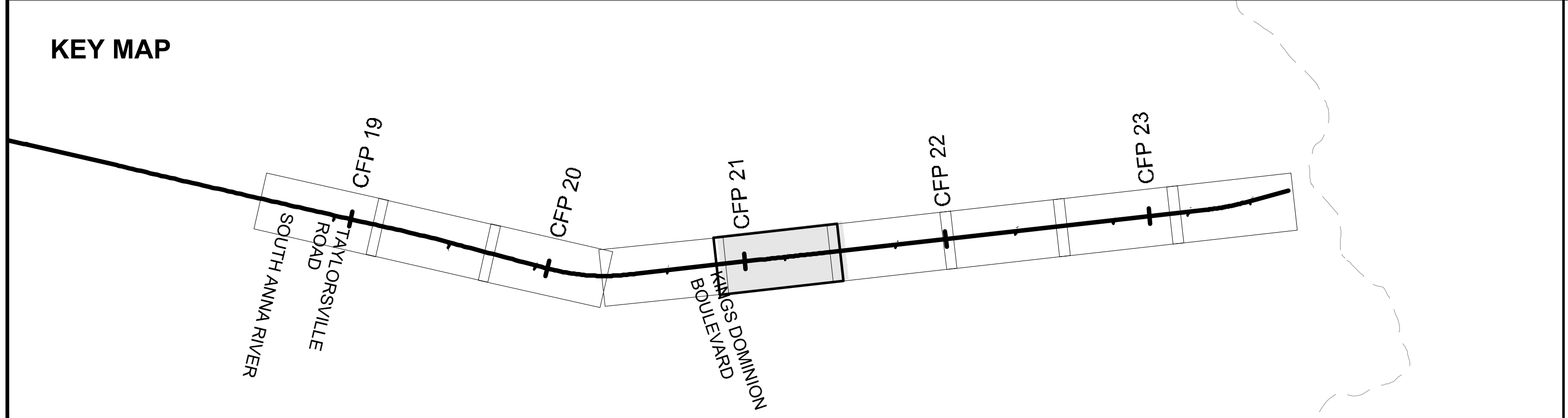

—	DRPT TRACK
—	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-185
OF
EV-283

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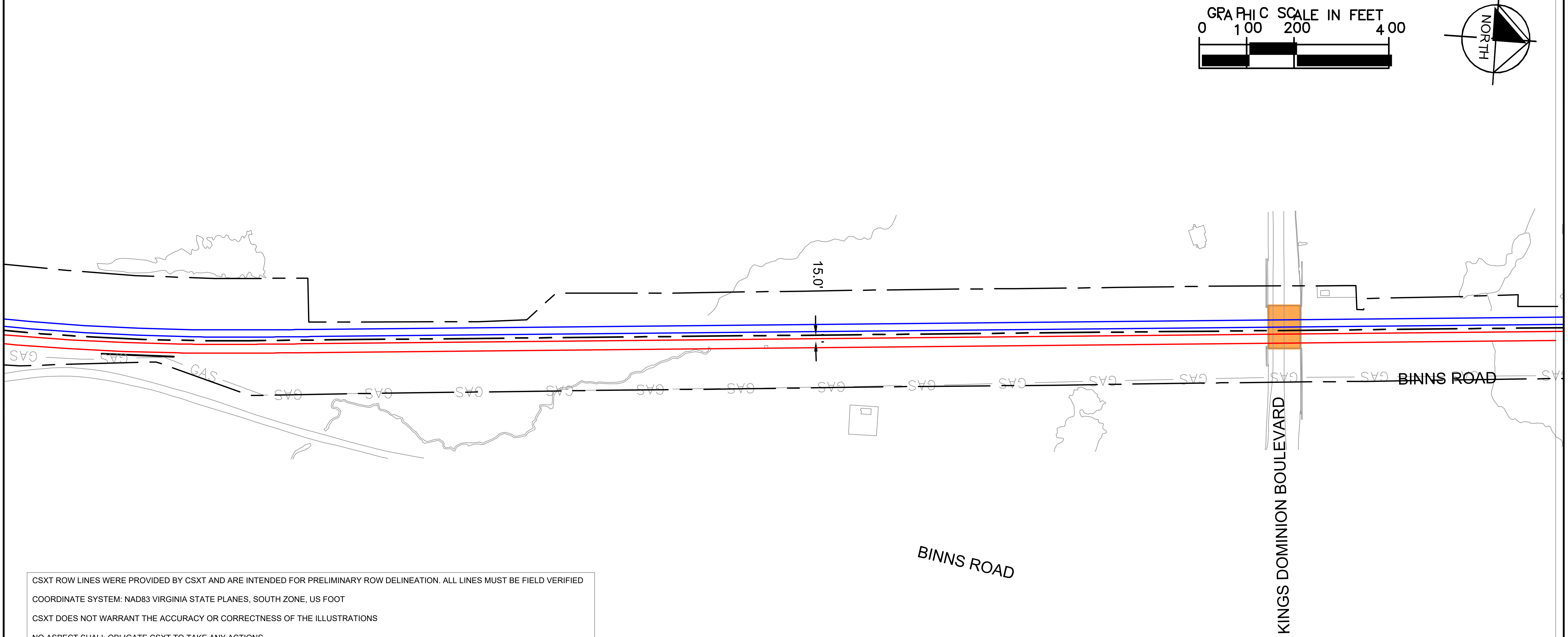

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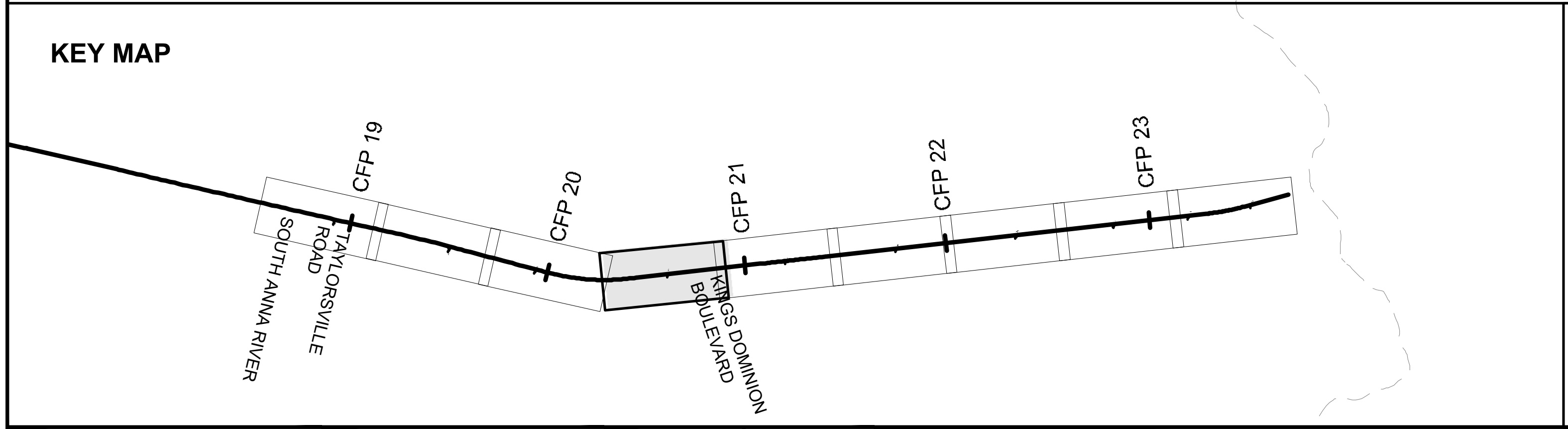

DRPT TRACK
CSXT TRACK
CSXT-DRPT DELINEATION
CSXT ROW
JURISDICTION LINE (FROM GIS)
RETAINING WALL

DRPT BRIDGE
CSXT BRIDGE
STATION PLATFORM
VDOT BRIDGE
POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28667

DATE: 3/19/2021

SHEET
EV-186
OF
EV-283

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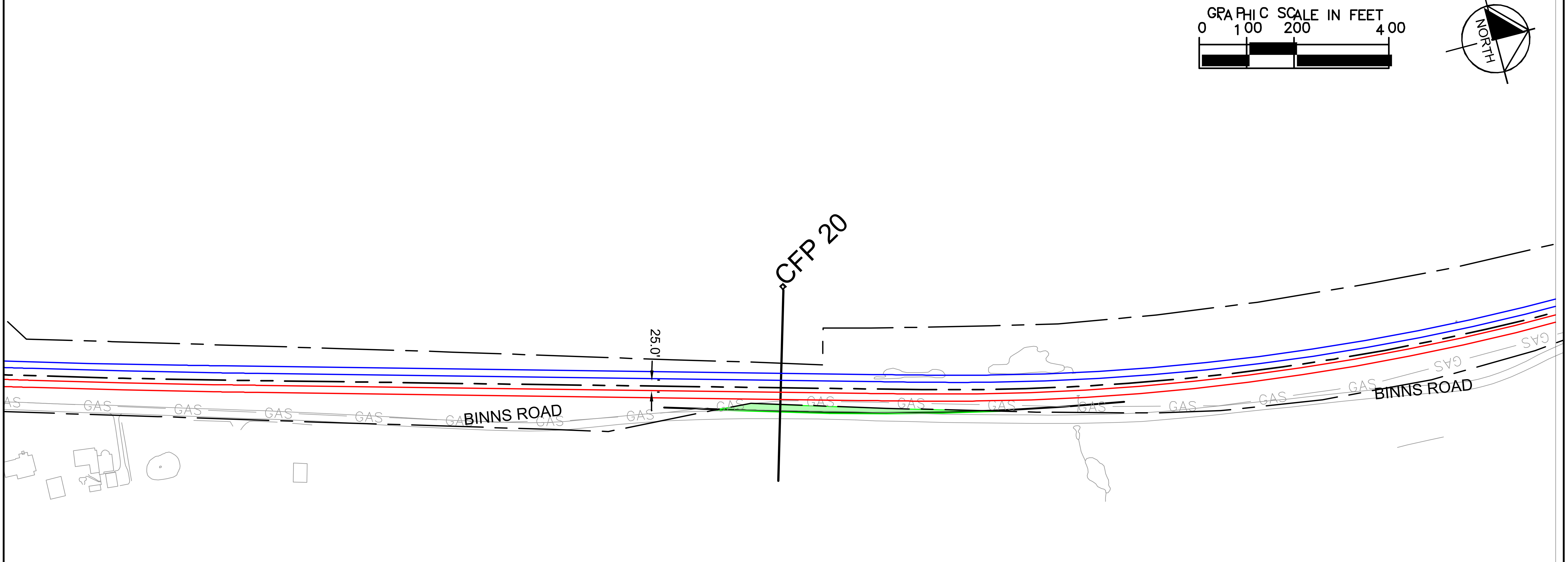

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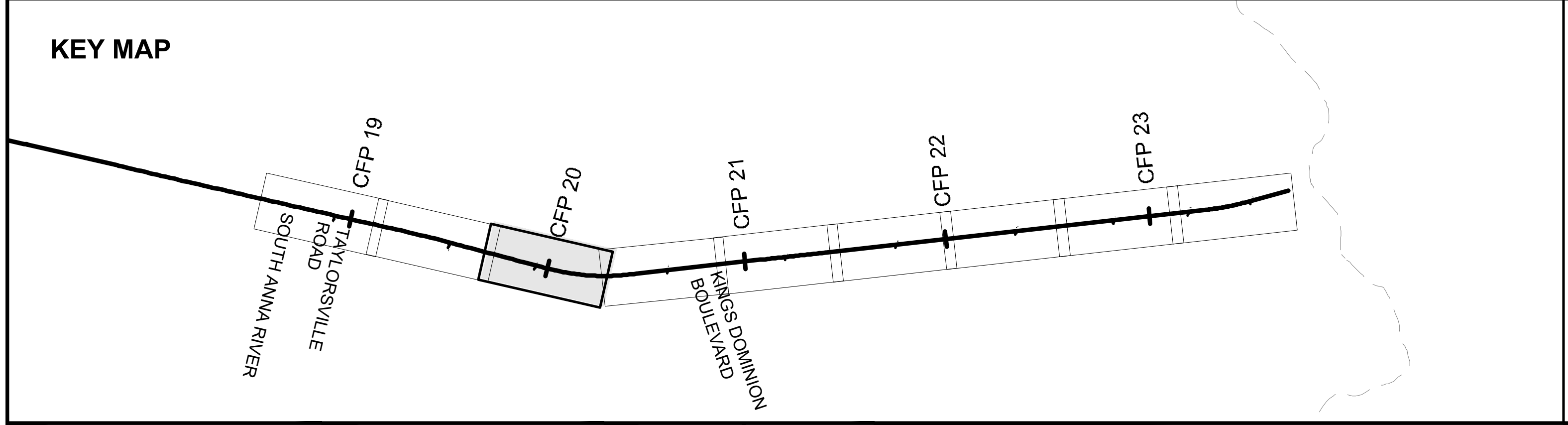
KEY MAP



───	DRPT TRACK	🟥	DRPT BRIDGE
───	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
───	RETAINING WALL		

JURISDICTION: Hanover County

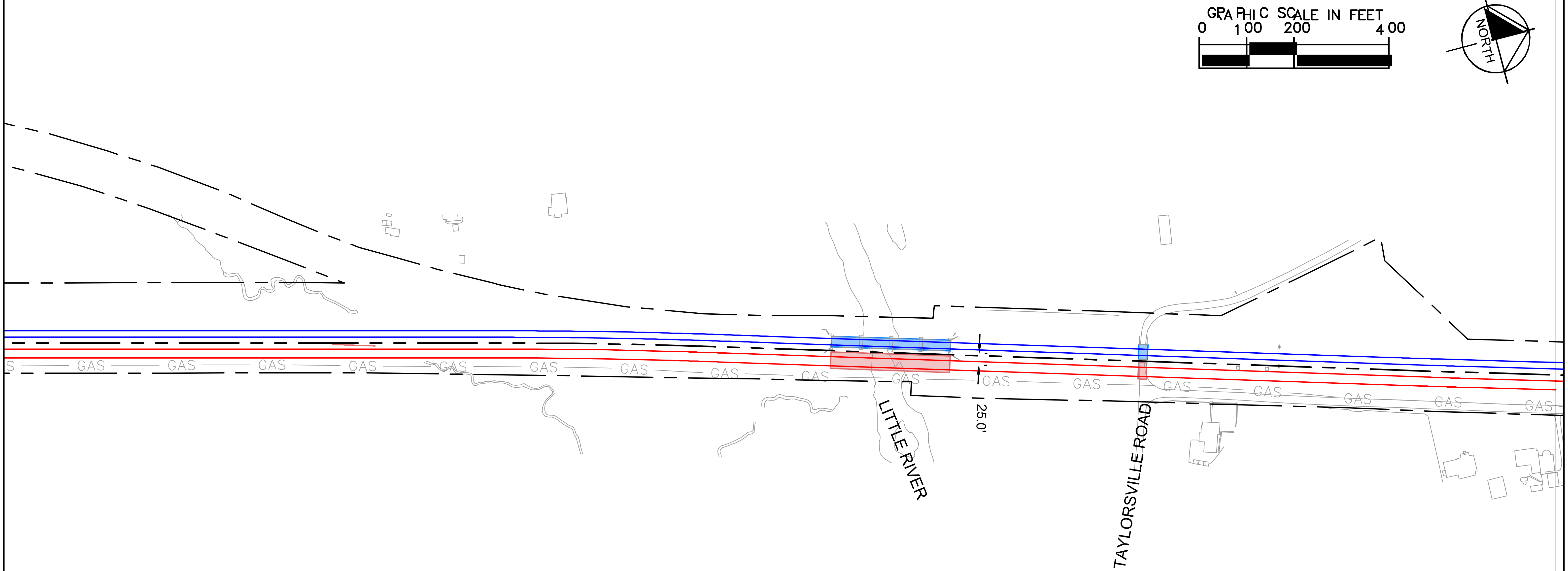
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28665
DATE: 3/19/2021

SHEET
EV-187
OF
EV-283

Mar. 19 2021 12:08 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AMP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\R13-2S-xS-Ownership.dwg By: Sydney.Gravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

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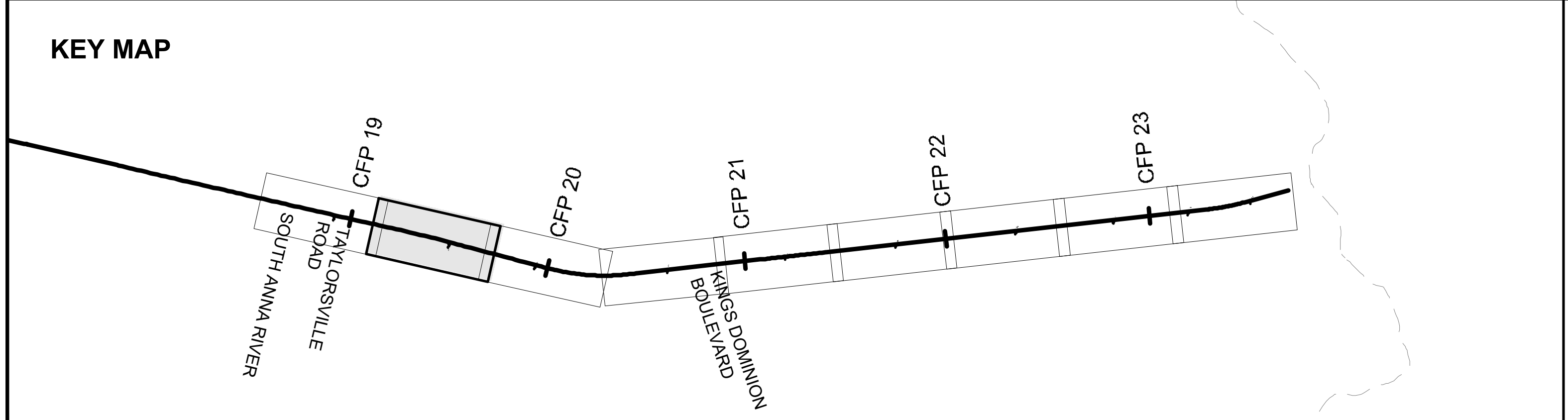


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Hanover County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

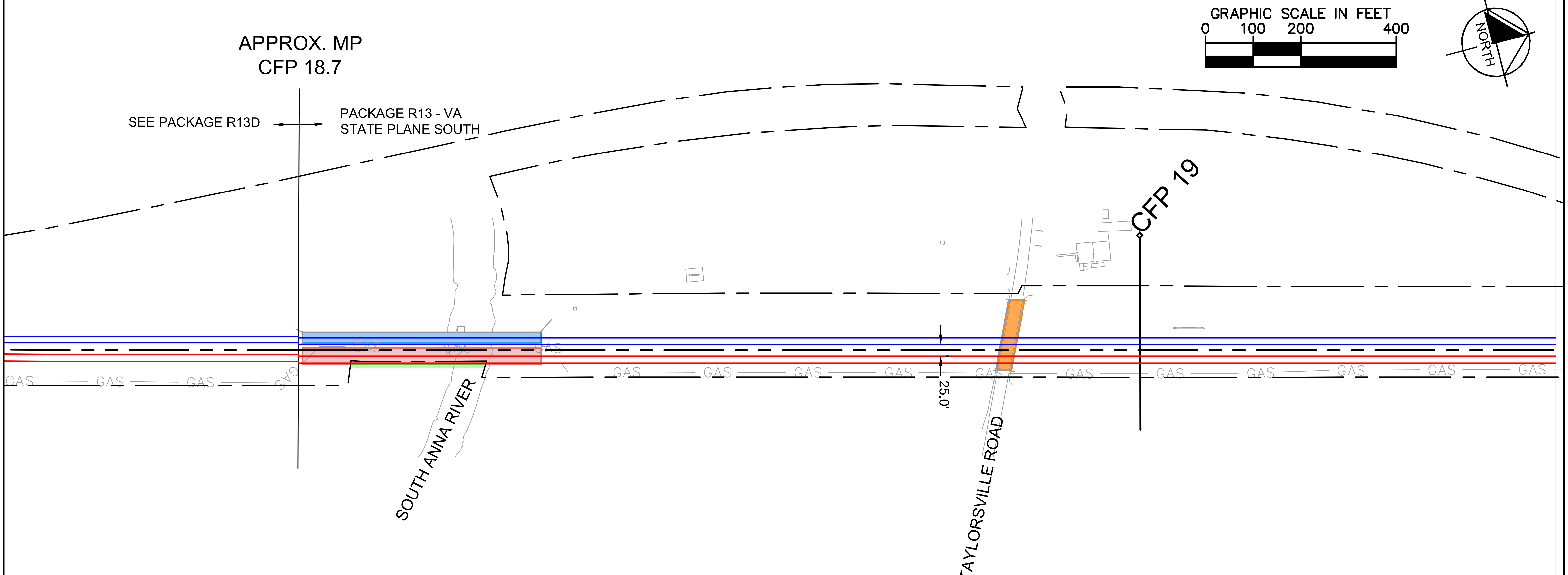
R13-2S - MILFORD TO HANOVER SOUTH

CSXT VAL MAP:V28665

DATE: 3/19/2021

SHEET
EV-188
OF
EV-283

Exhibit B



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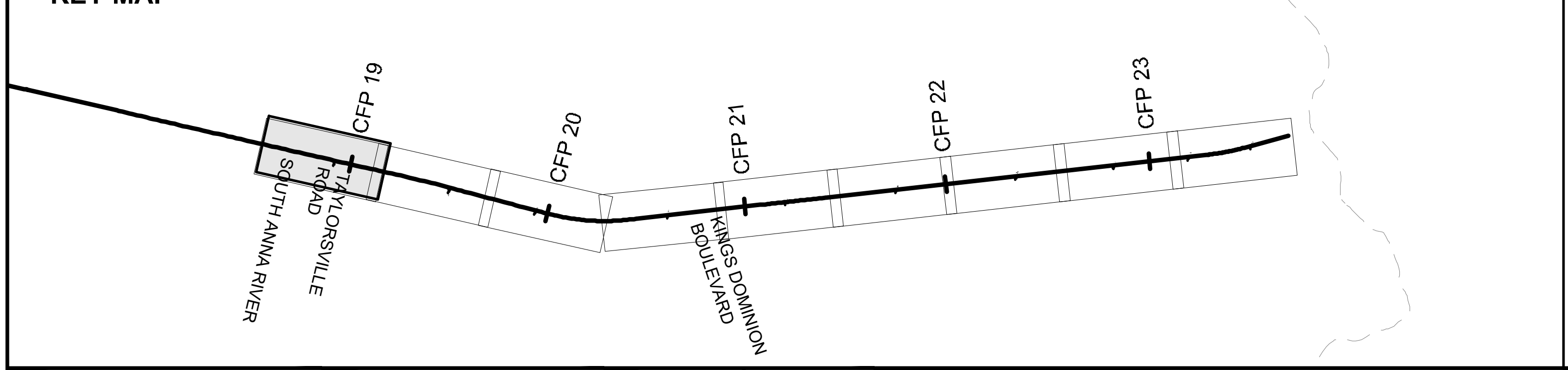


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13-2S - MILFORD TO HANOVER SOUTH

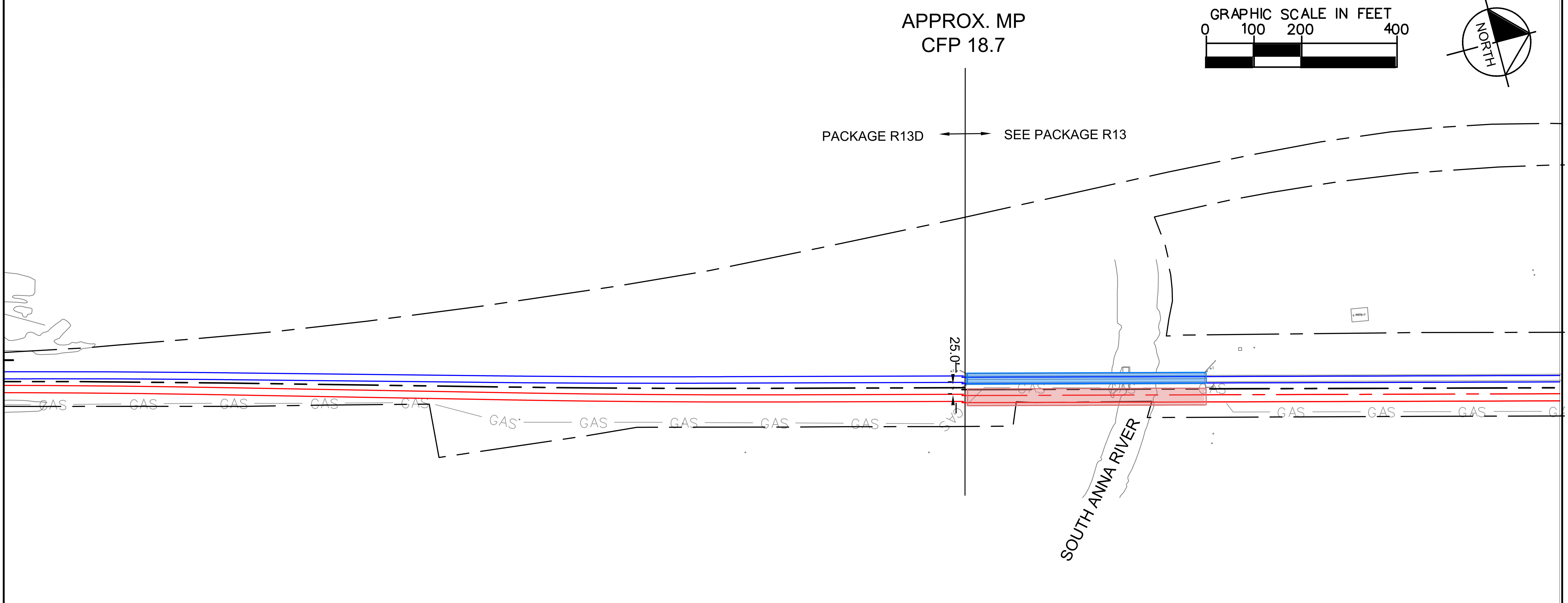
CSXT VAL MAP:V28664

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-189
OF
EV-283

Mar. 19 2021 12:06 pm K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AMP\Task 10 - Technical Assistance_R13_XR to GN - South Zone\CAD\Sheets\R13-2S-xS-Ownership.dwg By: Sydney.Gravitt



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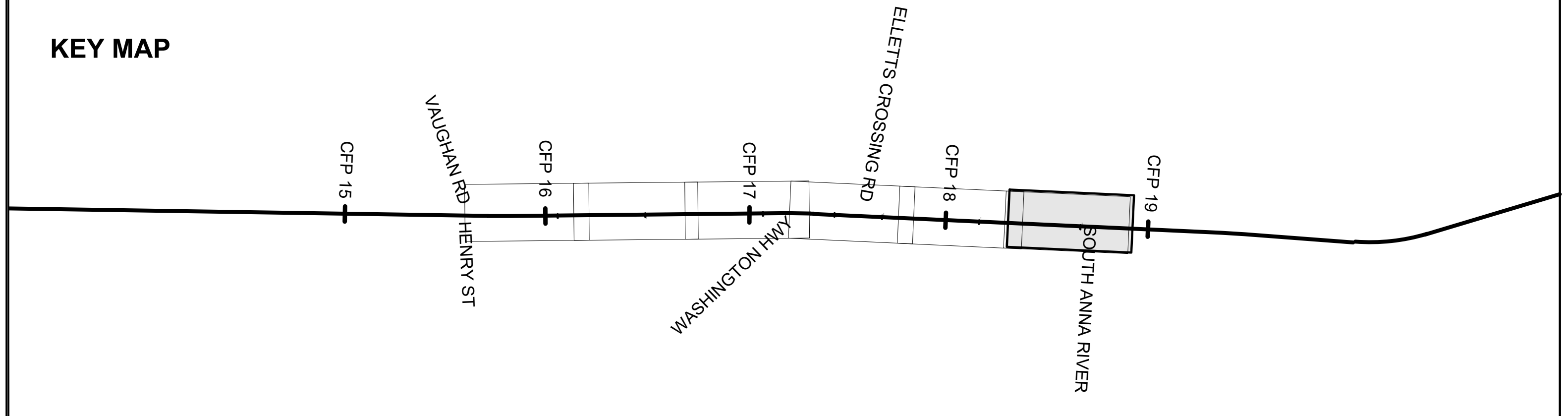


DRPT TRACK
CSXT TRACK
CSXT-DRPT DELINEATION
CSXT ROW
JURISDICTION LINE (FROM GIS)
RETAINING WALL

🟥 DRPT BRIDGE
🟦 CSXT BRIDGE
🟥 STATION PLATFORM
🟧 VDOT BRIDGE
🟩 POTENTIAL ROW IMPACT

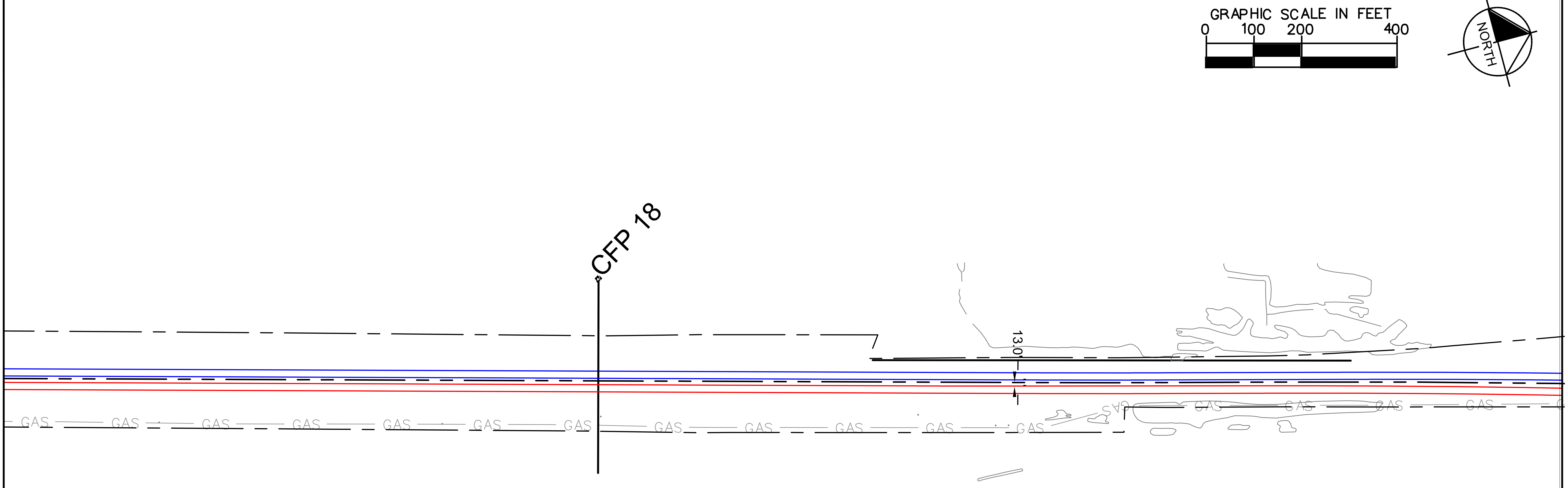
JURISDICTION: Hanover County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664
DATE: 3/19/2021

SHEET
EV-190
OF
EV-283

Mar. 19 2021 12:11 pm K:\VIVA_Transit\113282000 – Atlantic Gateway Program\Production\MP\Task 10 – Technical Assistance_R13D_Hanover 3rd Track–C\CAD\Sheets\R13D_xS–Ownership–Layout.dwg By: Sydney.Gravitt



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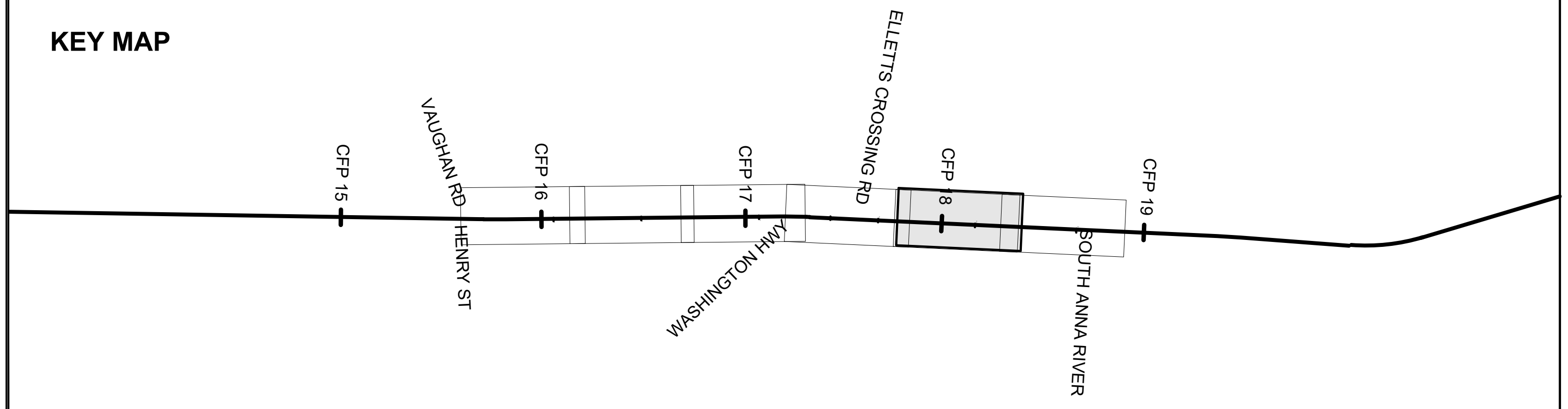

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Hanover County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664
DATE: 3/19/2021

SHEET
EV-191
OF
EV-283

Mar, 19 2021 12:11 pm K:\VIVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13D_Hanover 3rd Track–C\CAD\Sheets\R13D_xS–Ownership–Layout.dwg By: Sydney.Gravitt

FD 36544

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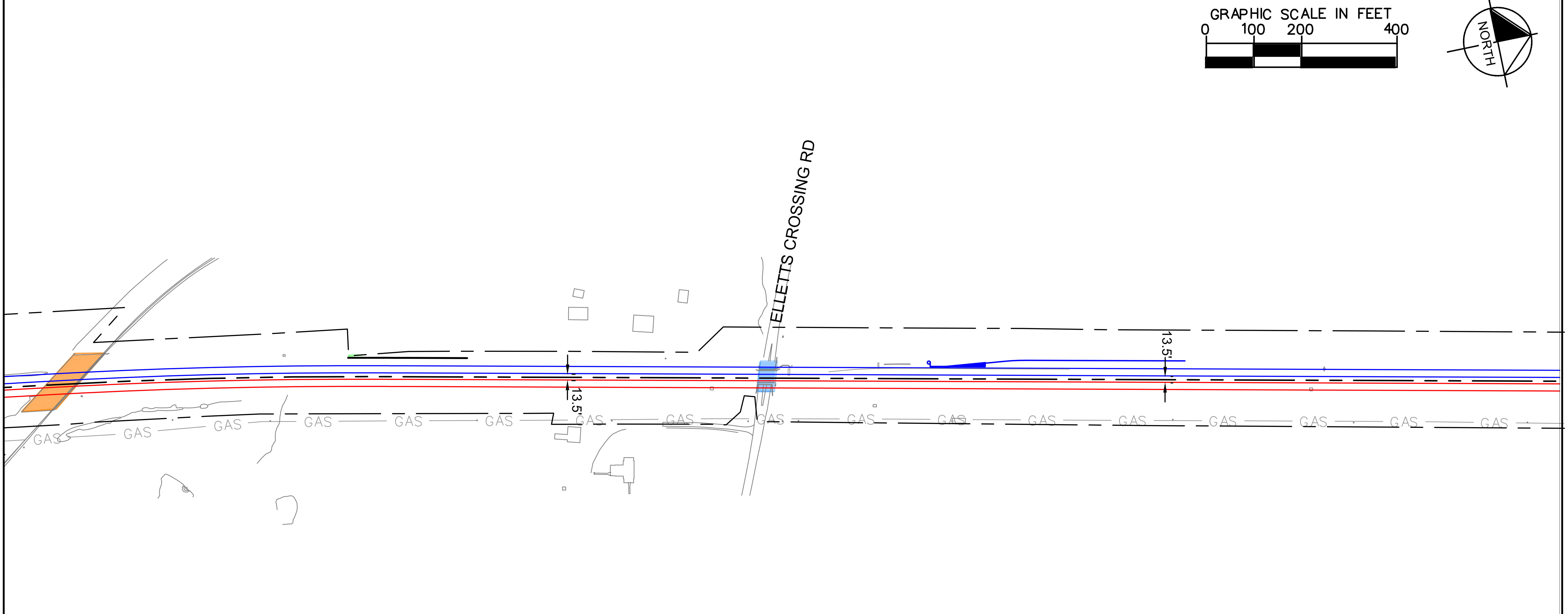
Exhibit B



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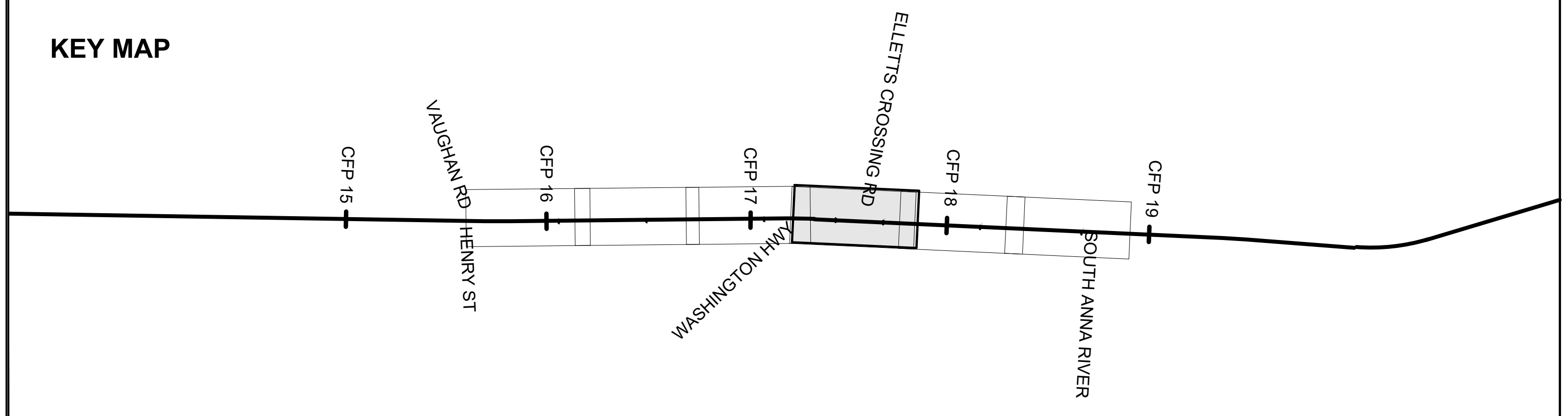


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Hanover County

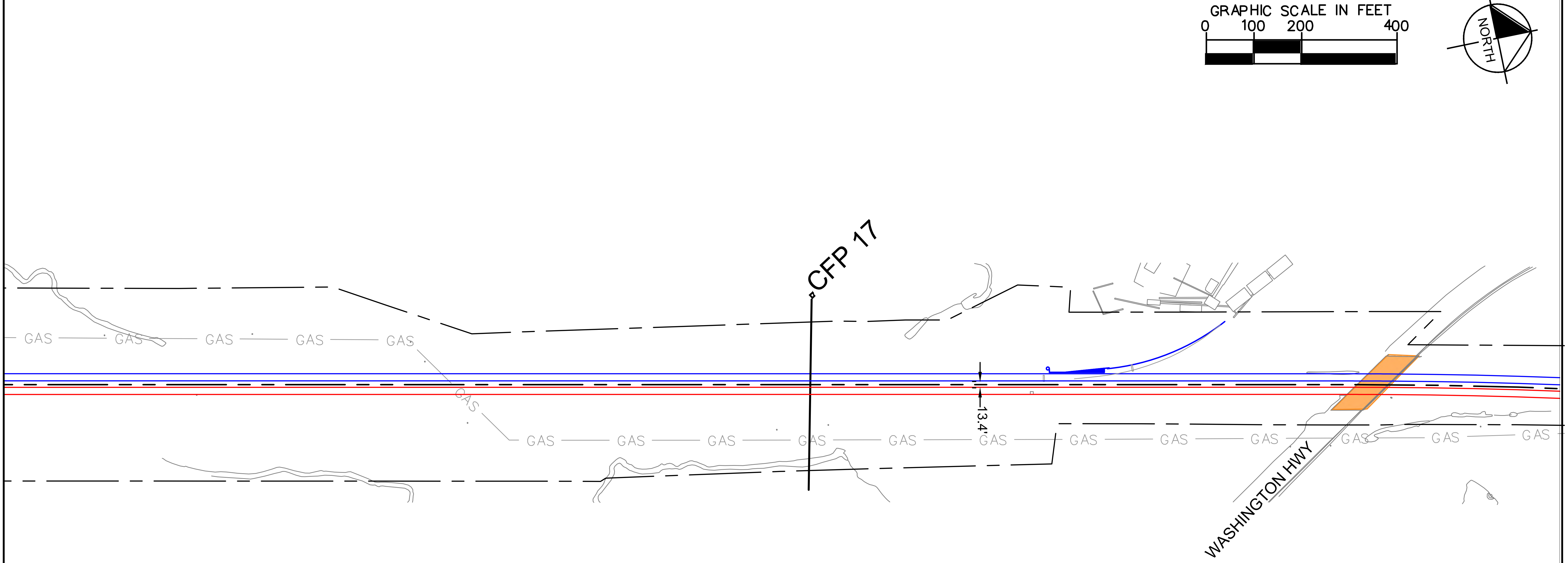
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664
DATE: 3/19/2021

SHEET
EV-192
OF
EV-283

Mar, 19 2021 12:11 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13D_Hanover 3rd Track–C\CAD\Sheets\R13D_xS–Ownership–Layout.dwg By: Sydney.Gravitt

Exhibit B



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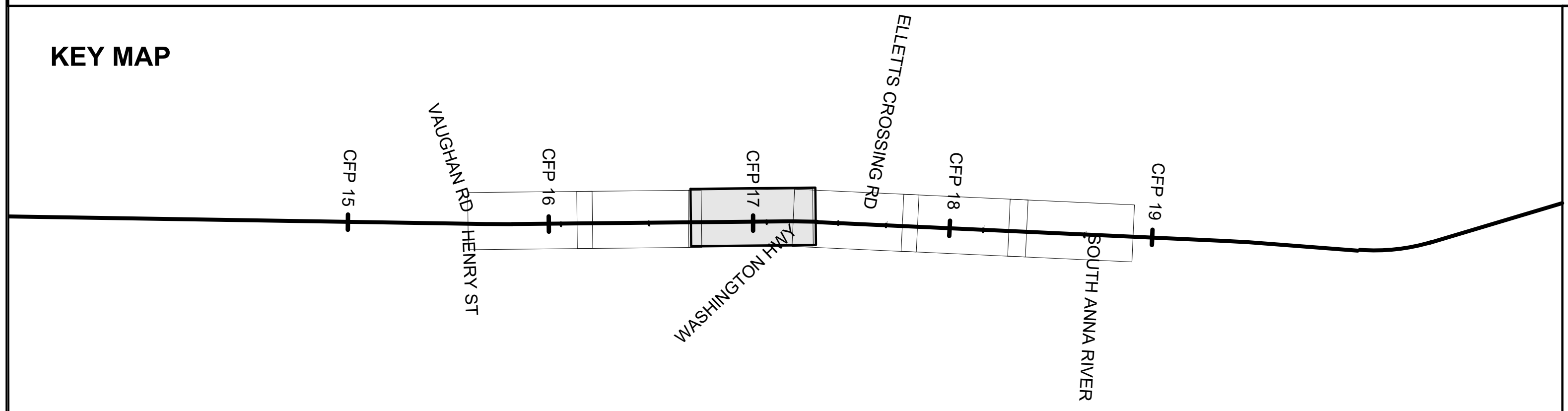


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

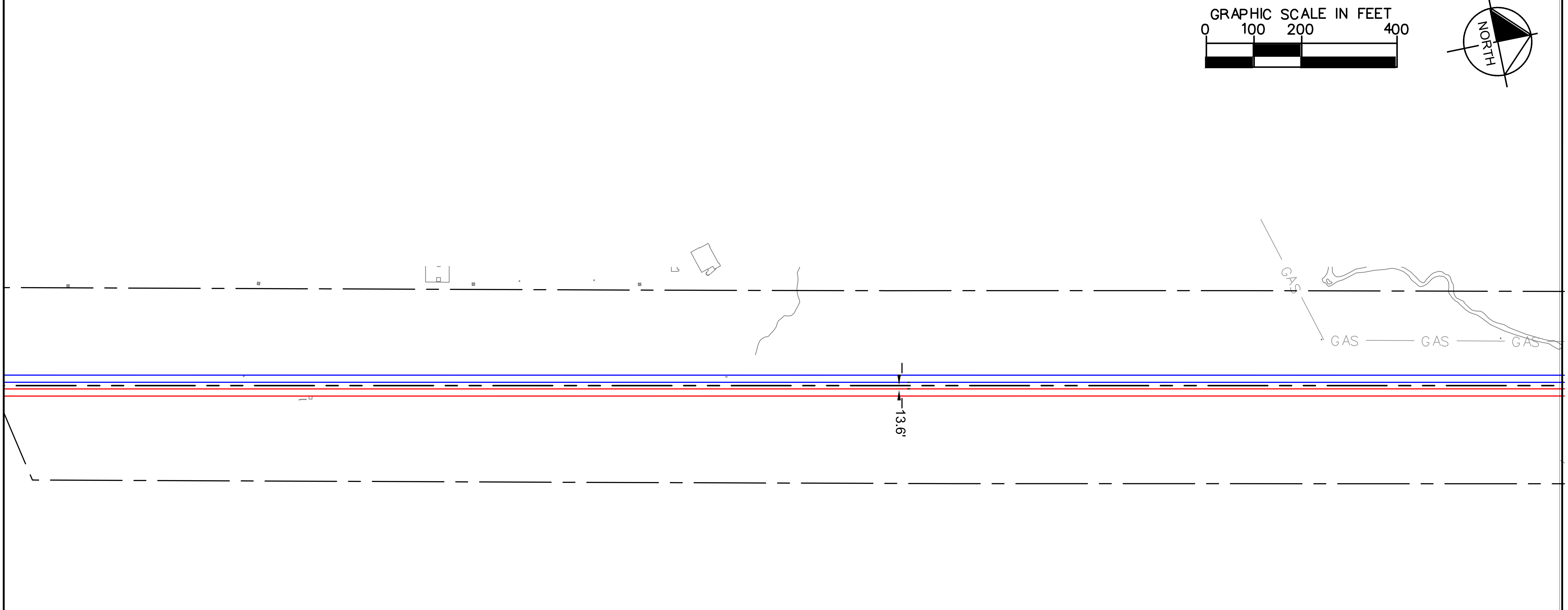
JURISDICTION: Hanover County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664
DATE: 3/19/2021

SHEET
EV-193
OF
EV-283



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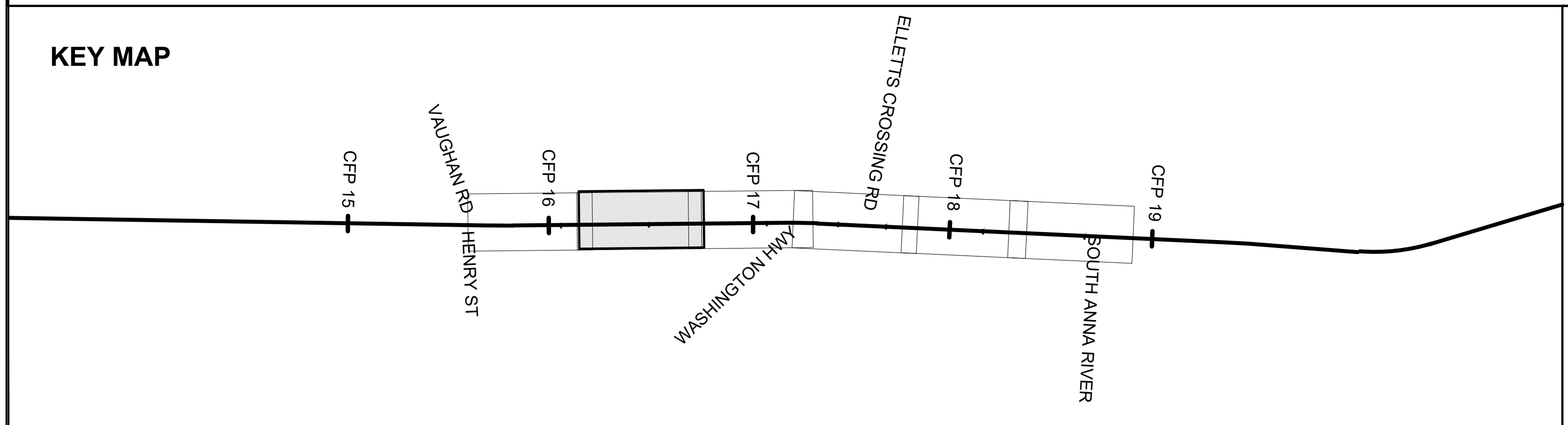

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Hanover County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28664
DATE: 3/19/2021

SHEET
EV-194
OF
EV-283

Mar, 19 2021 12:11 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13D_Hanover 3rd Track–C\CAD\Sheets\R13D_xS–Ownership–Layout.dwg By: Sydney.Gravitt

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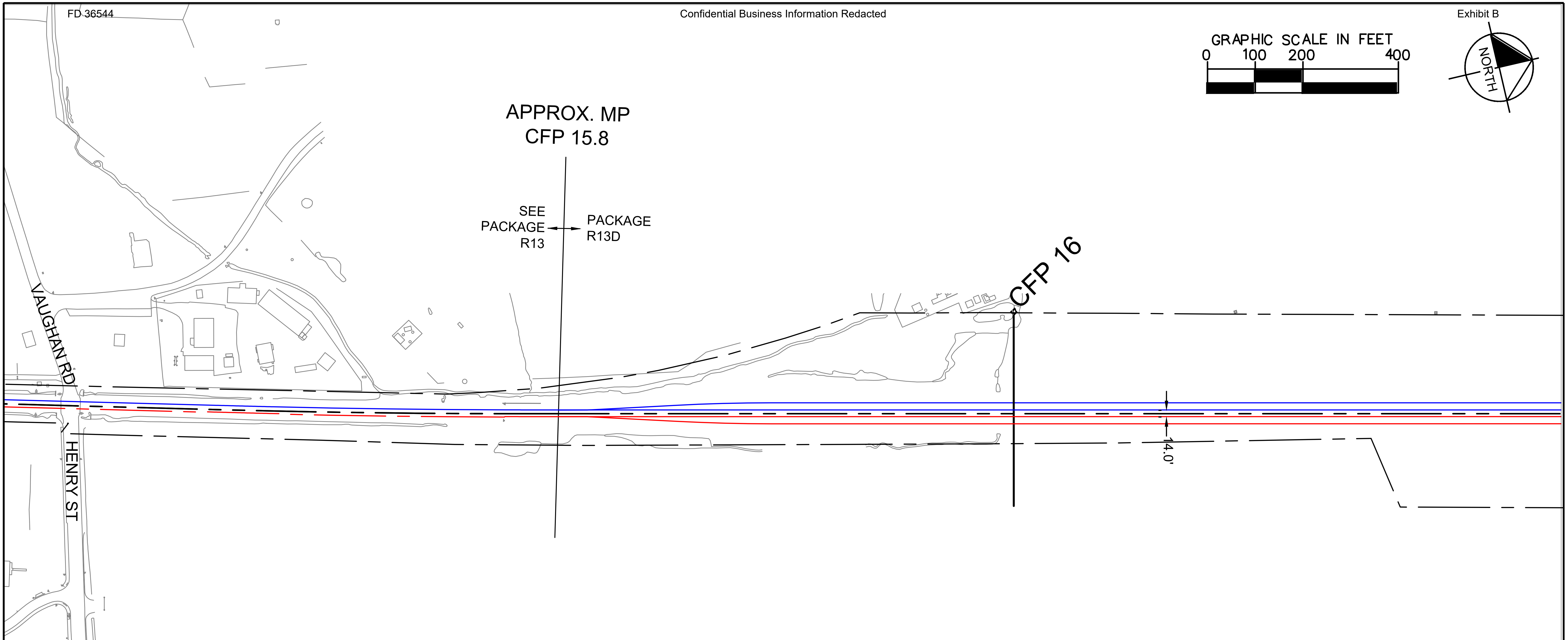
Exhibit B



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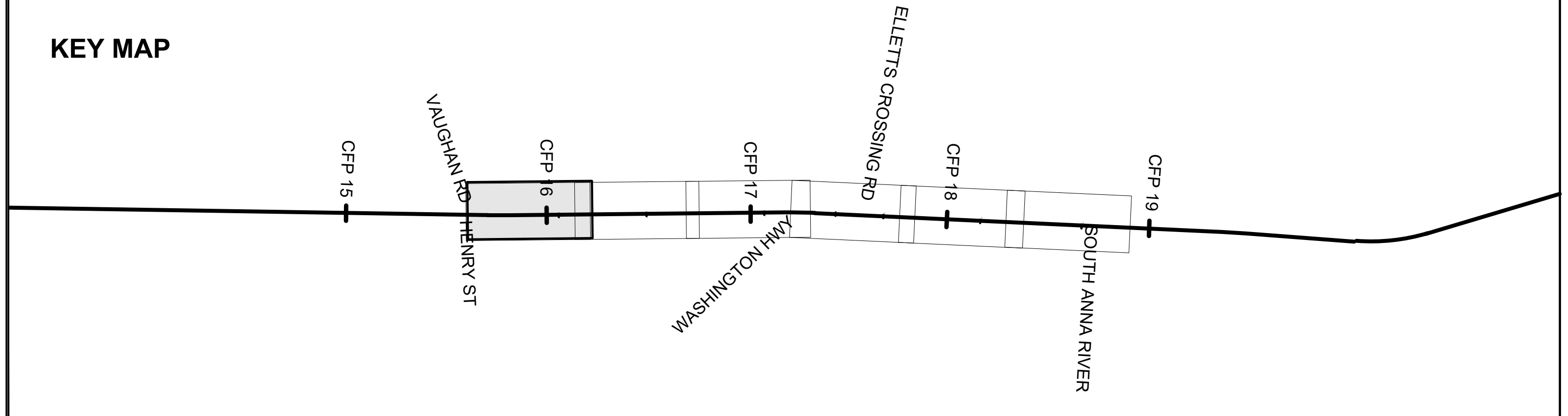

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13D - HANOVER THIRD TRACK (SIDING C)

CSXT VAL MAP:V28663

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-195
OF
EV-283

Mar, 19 2021 12:12 pm K:\VIVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13D_Hanover 3rd Track-C\CAD\Sheets\R13D_xS-Ownership-Layout.dwg By: Sydney.Gravitt

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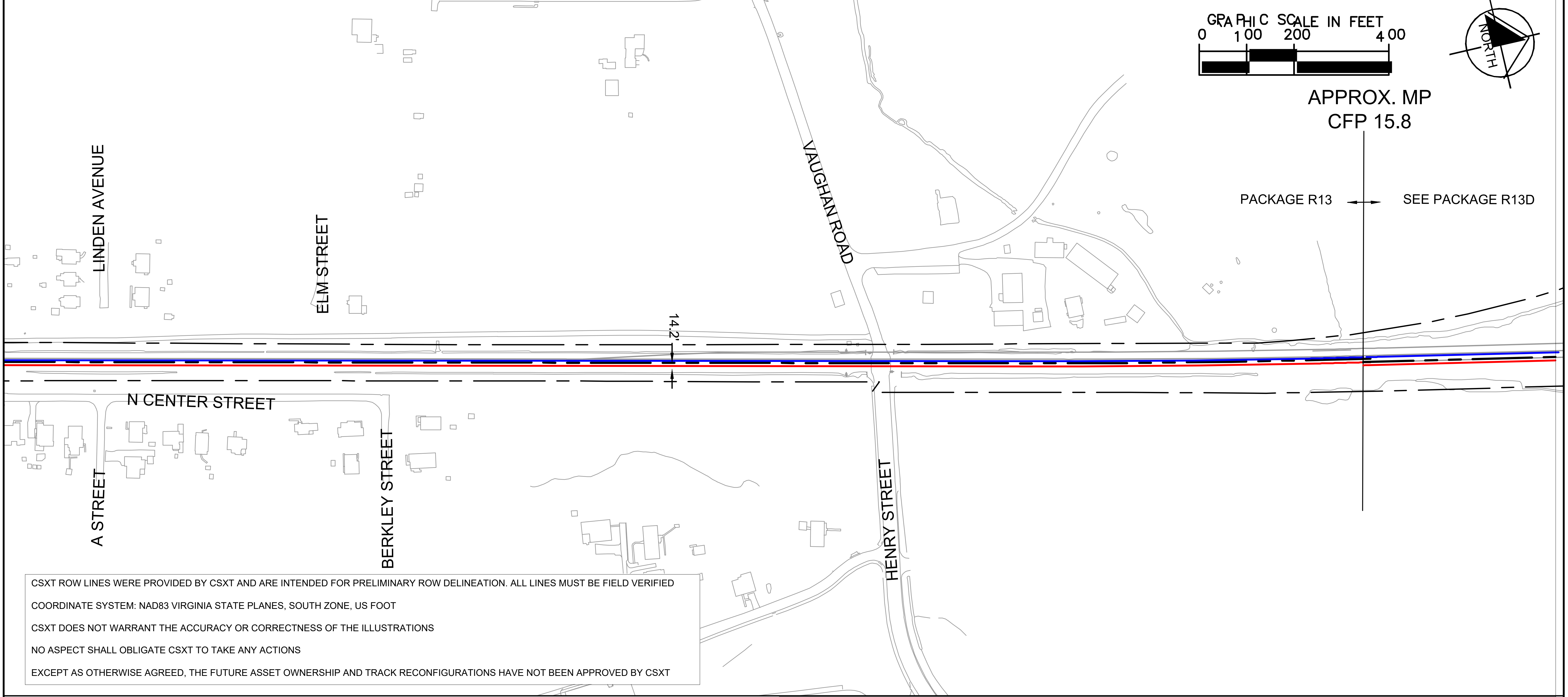
Exhibit B



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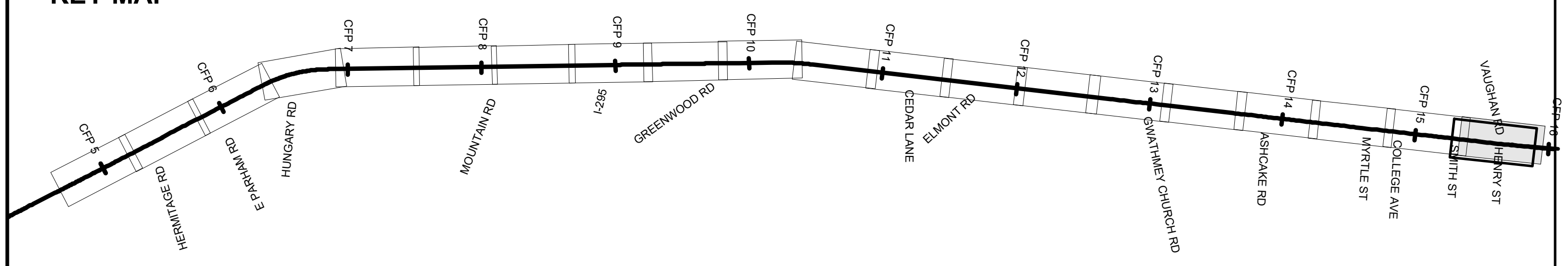


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

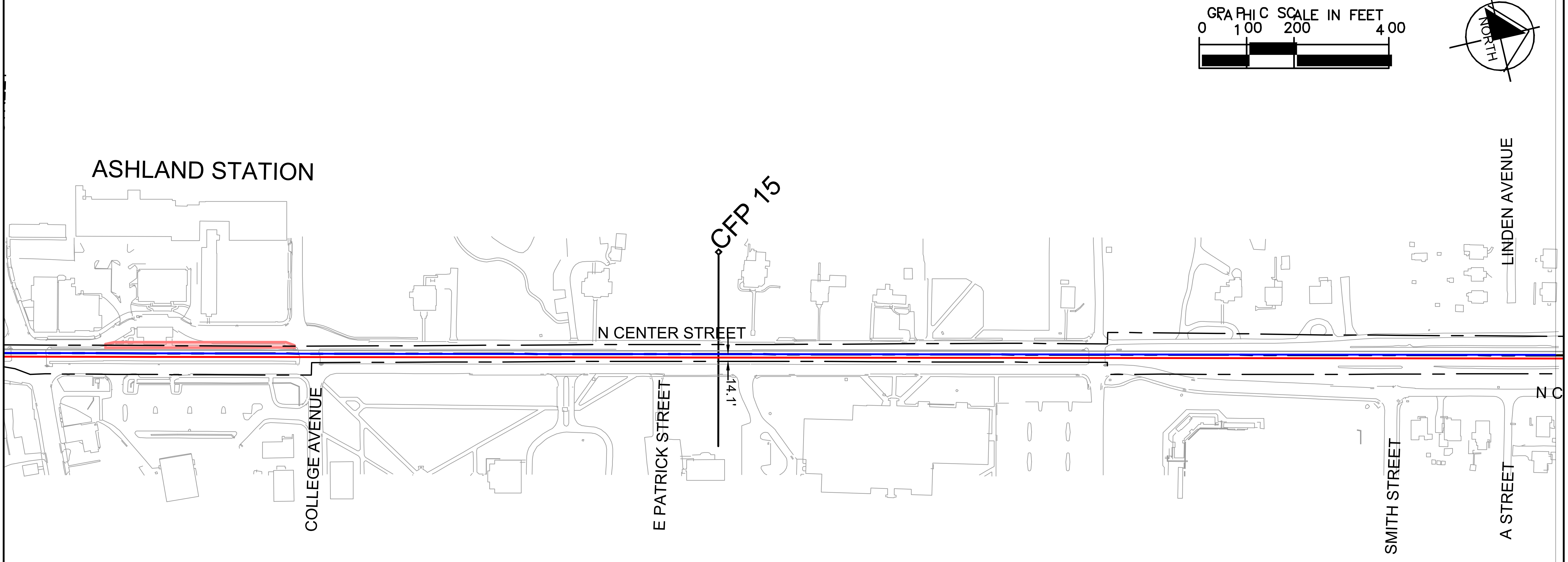
CSXT VAL MAP:V28663

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-196
OF
EV-283

Mar. 19 2021 08:22 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - South Zone\CAD\Sheets\Ownership\R13S_xS-Ownership-Layout.dwg By: Sydney.Gravitt



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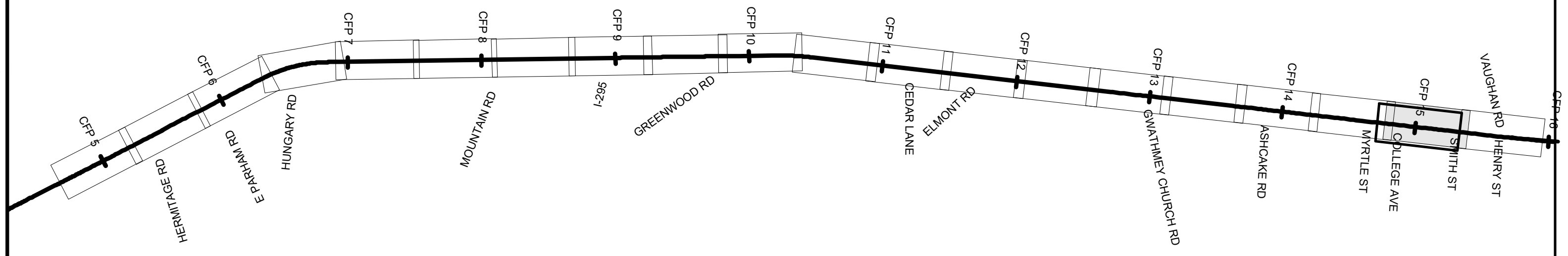

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

CSX How tomorrow moves DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28663
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-197
OF
EV-283

Mar. 19 2021 08:23 am K:\VIA_Transit\113282000 – Atlantic Gateway Program\Production\VHP\Task 10 – Technical Assistance_R13_VR to GN – South Zone\CAD\Sheets\Ownership\R13_x0-Ownership-Layout.dwg By: Sydney.Drewitt

FD 36544

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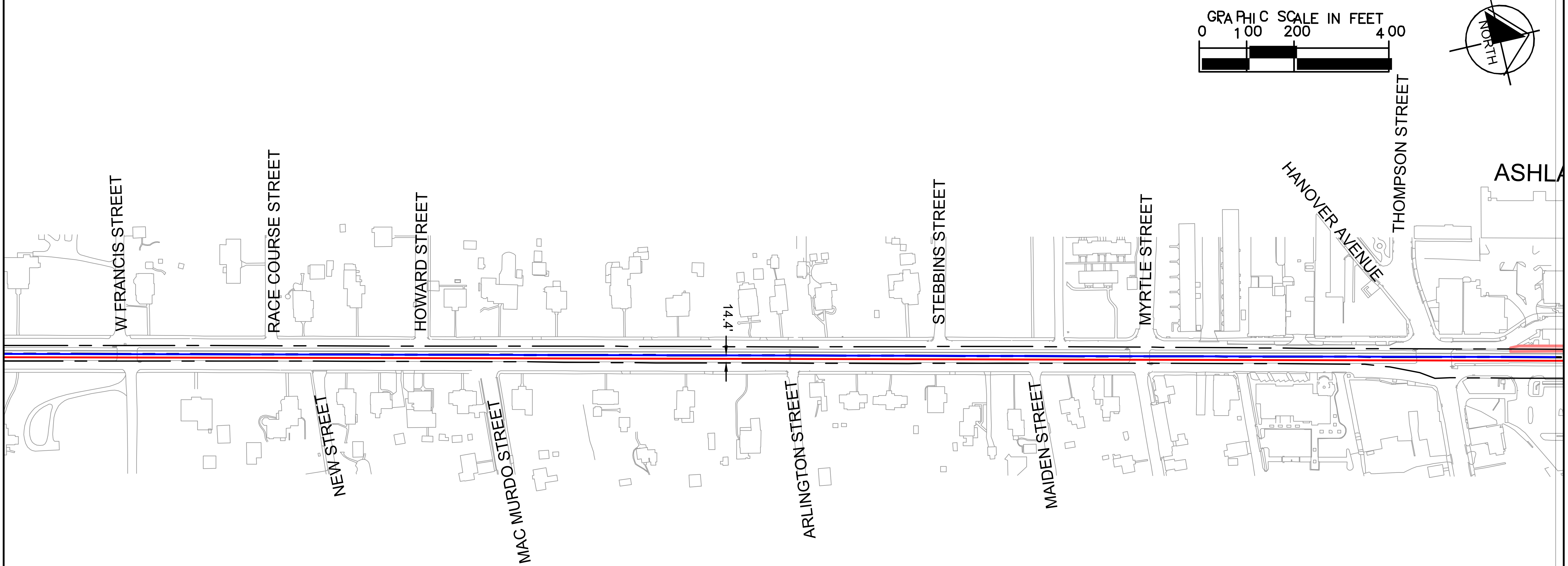

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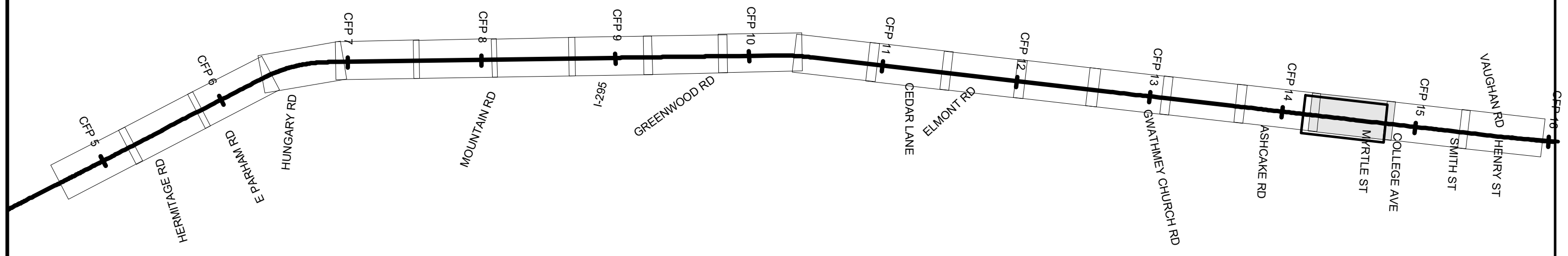

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

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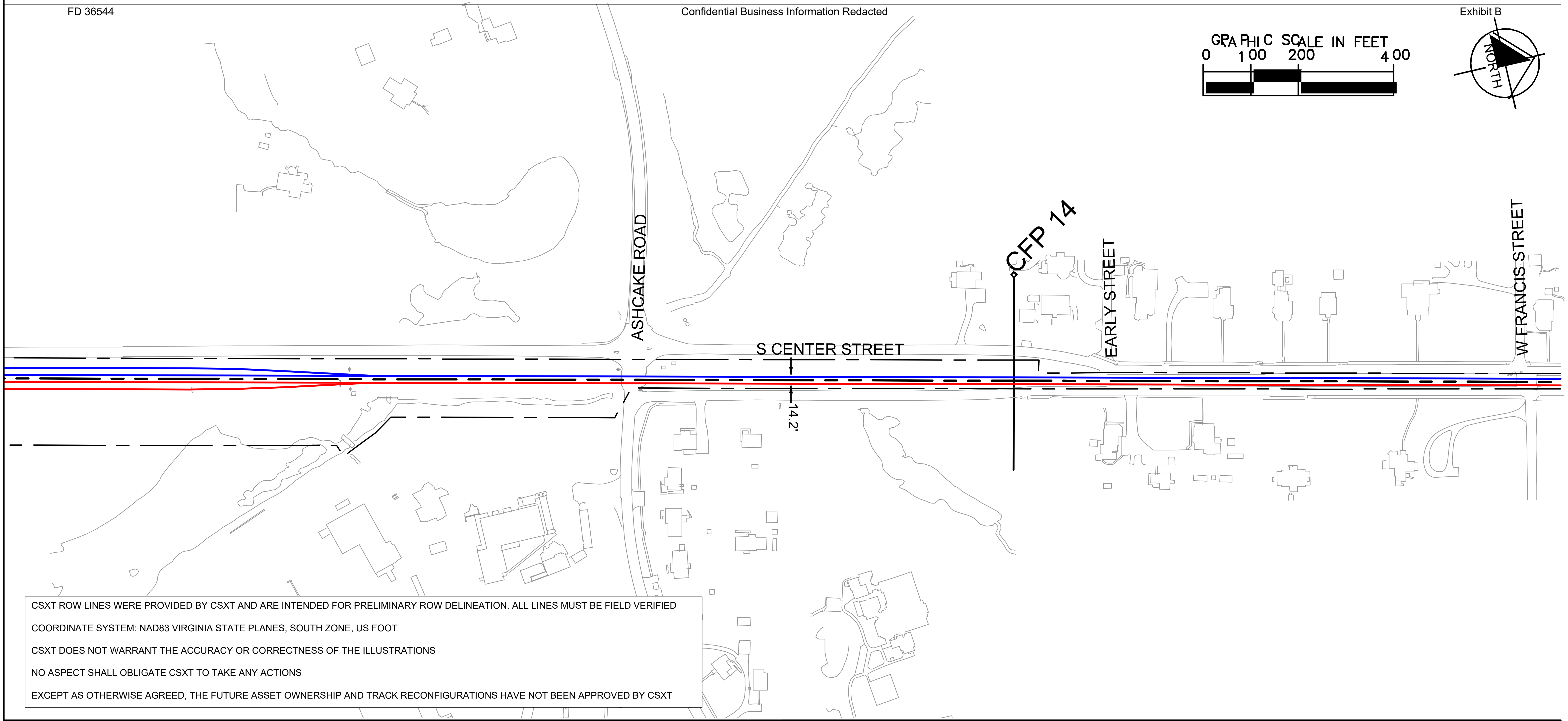
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28662
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-198
OF
EV-283

Mar. 19 2021 09:23 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_R13_XR to GN - South Zone\CAD\Sheets\Ownership\R13S_XS-Ownership-Layout.dwg By: Sydney.Gravitt



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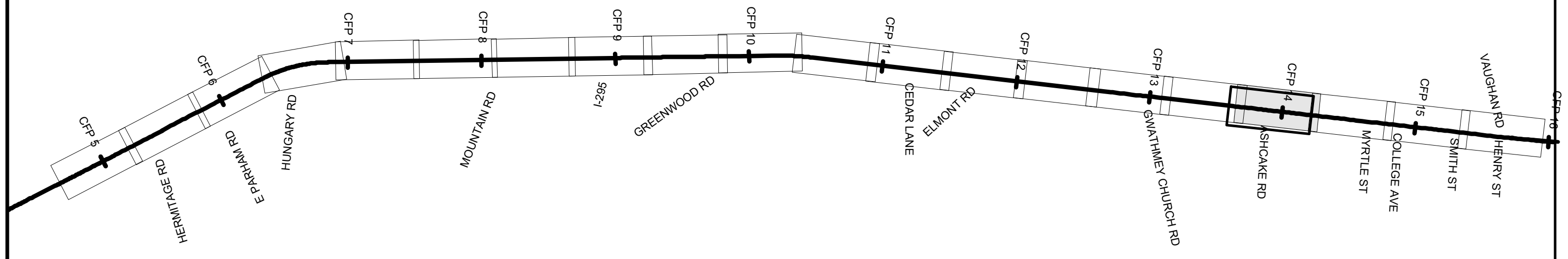
KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

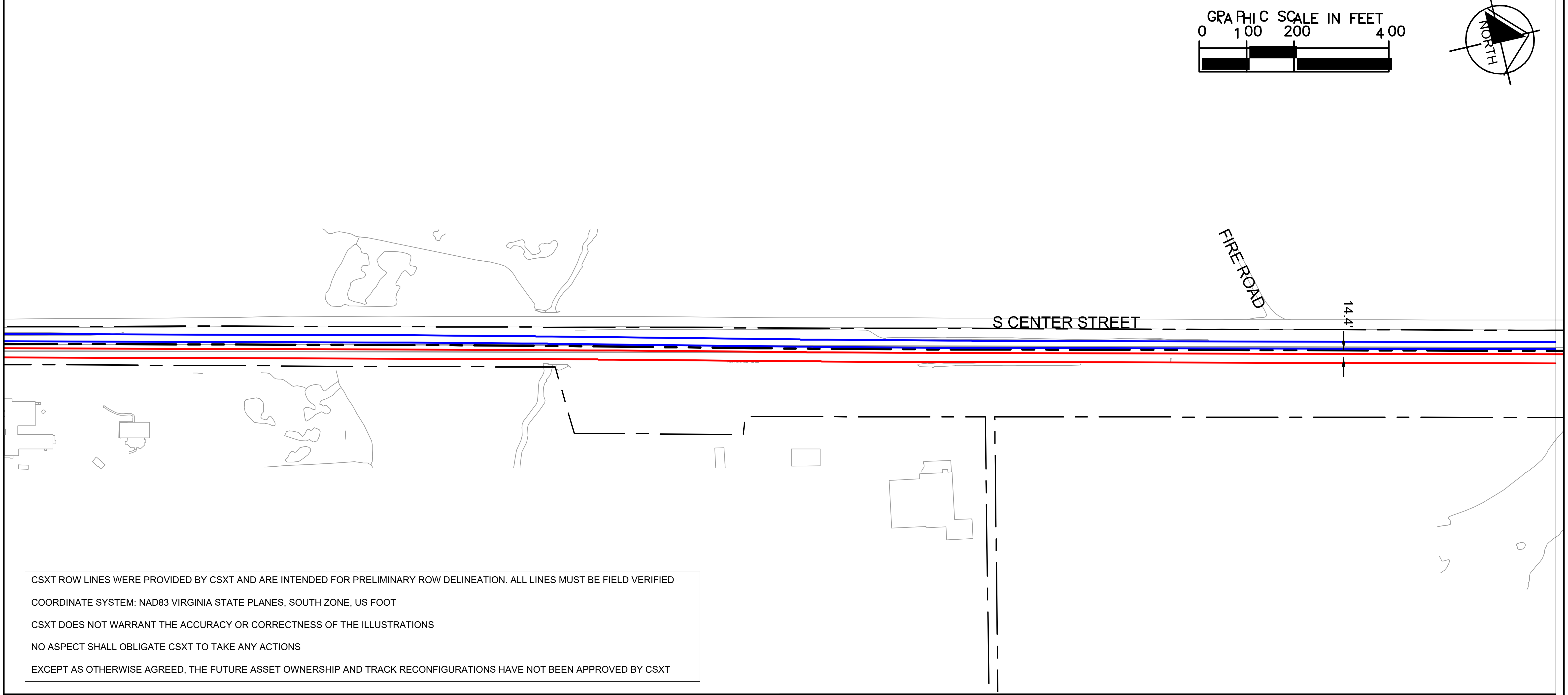
CSXT VAL MAP:V28662

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-199
OF
EV-283

Mar. 19 2021 09:23 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\Ownership\R13S_xS-Ownership-Layout.dwg By: Sydney.Gravitt



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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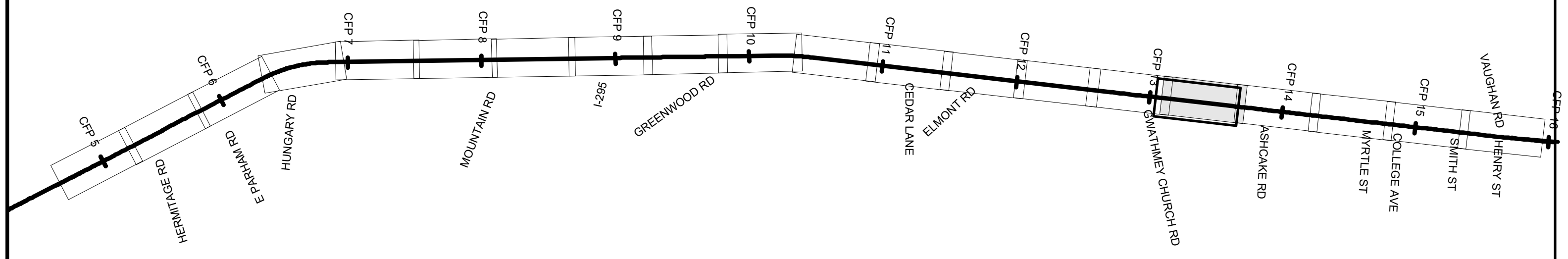

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

CSX
How tomorrow moves

DRPT

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R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28662
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-200
OF
EV-283

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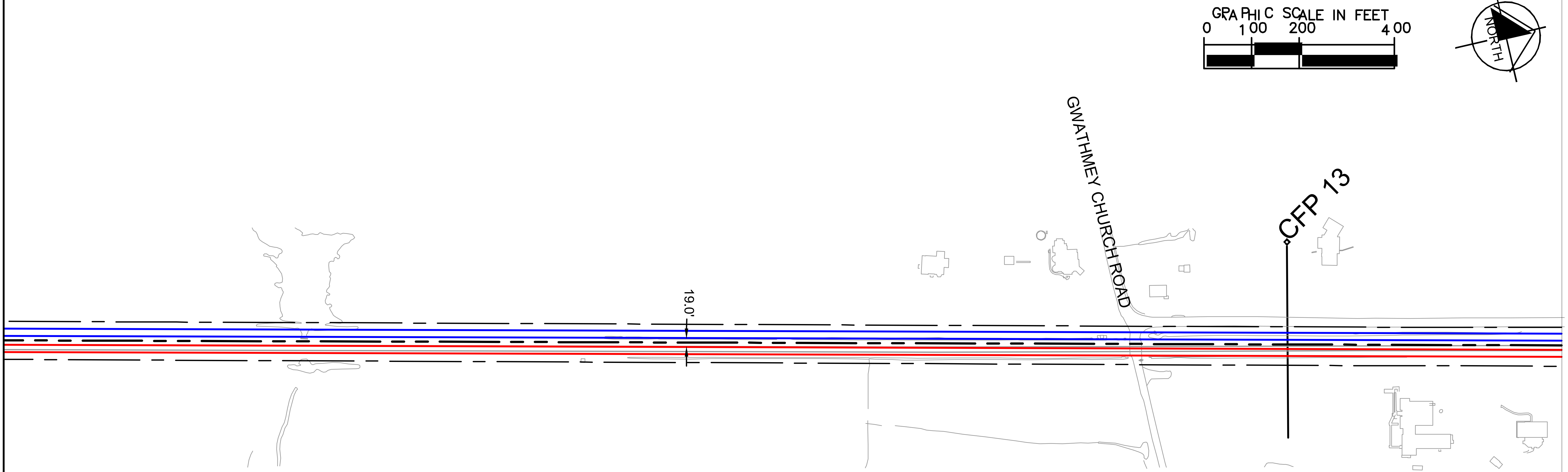
Exhibit B



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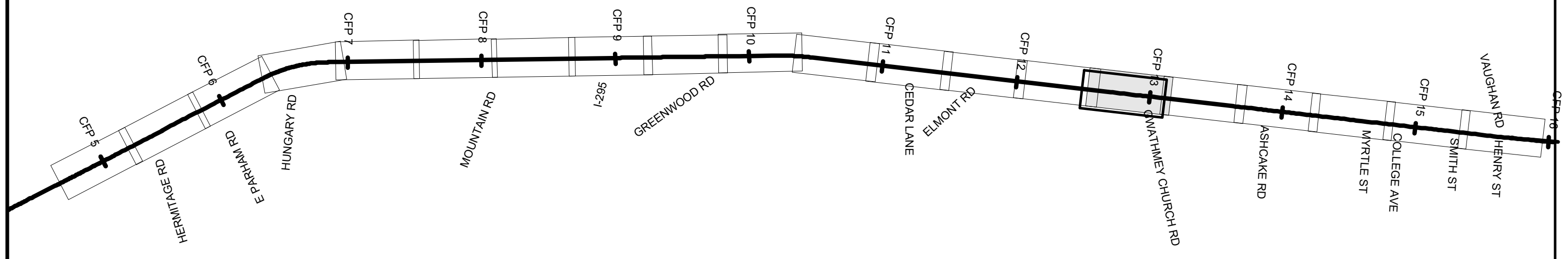

—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	▨	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28662

DATE: 3/19/2021

SHEET
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OF
EV-283

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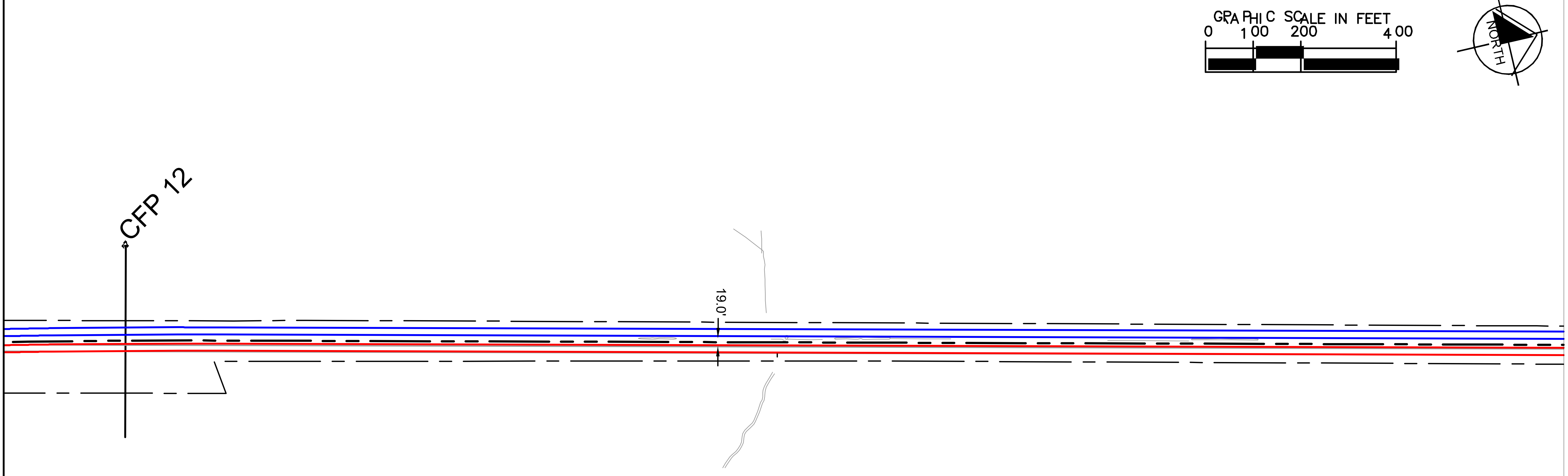

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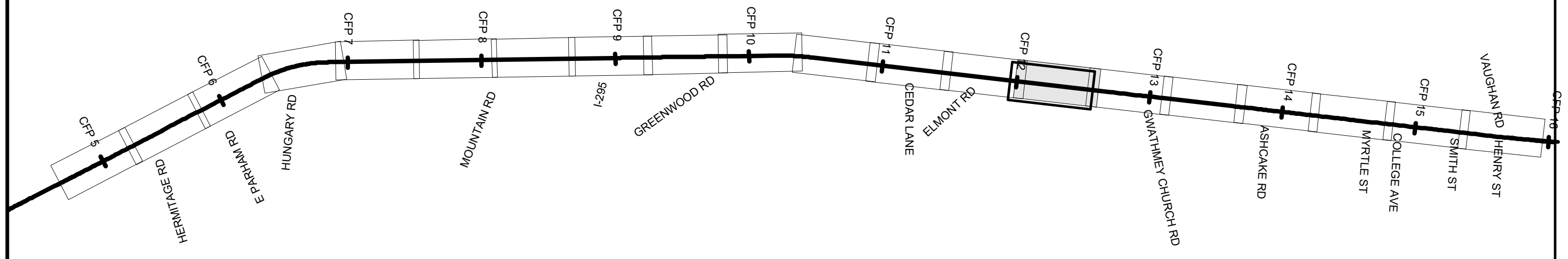

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County/Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28661
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-202
OF
EV-283

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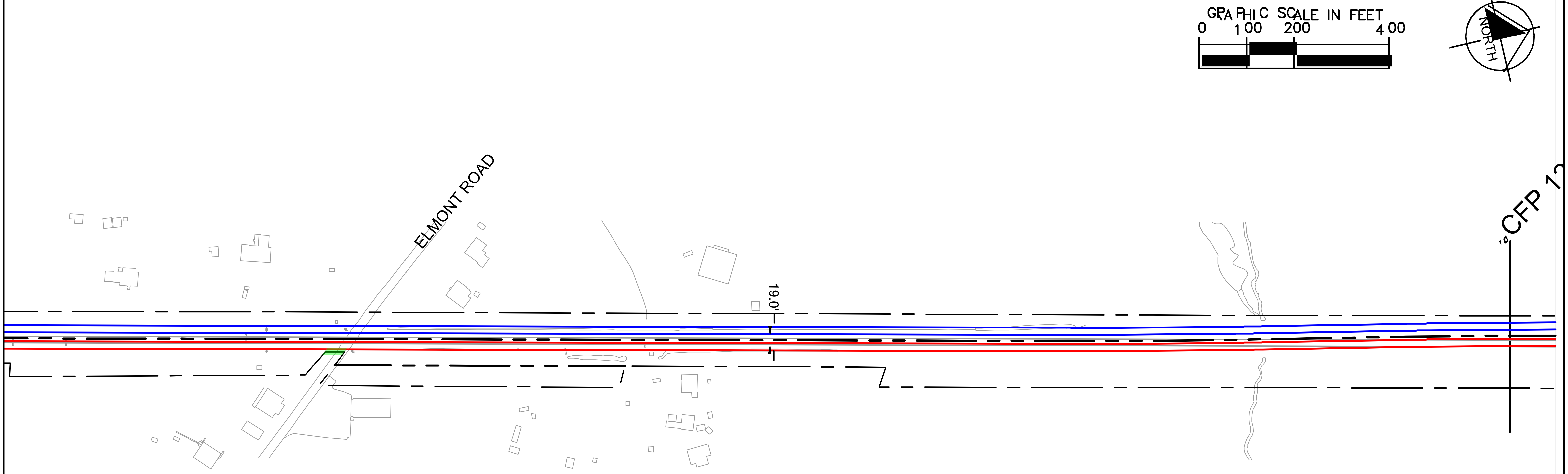

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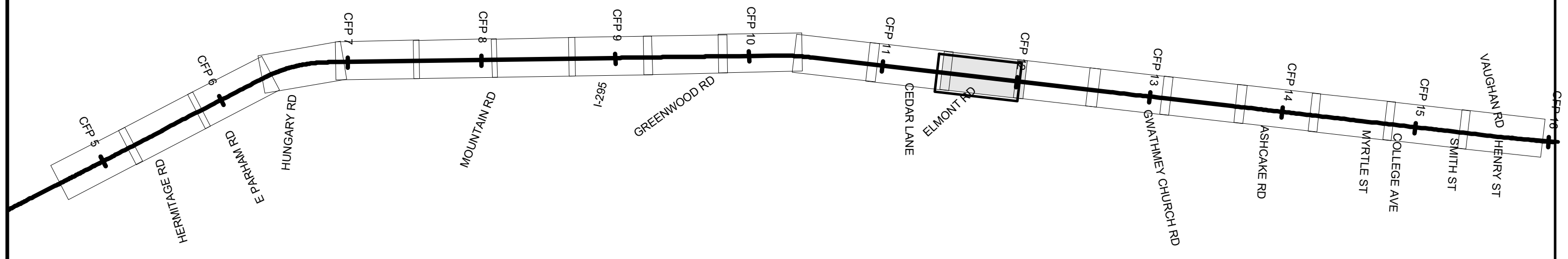

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County/Henrico County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28661
DATE: 3/19/2021

SHEET
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OF
EV-283

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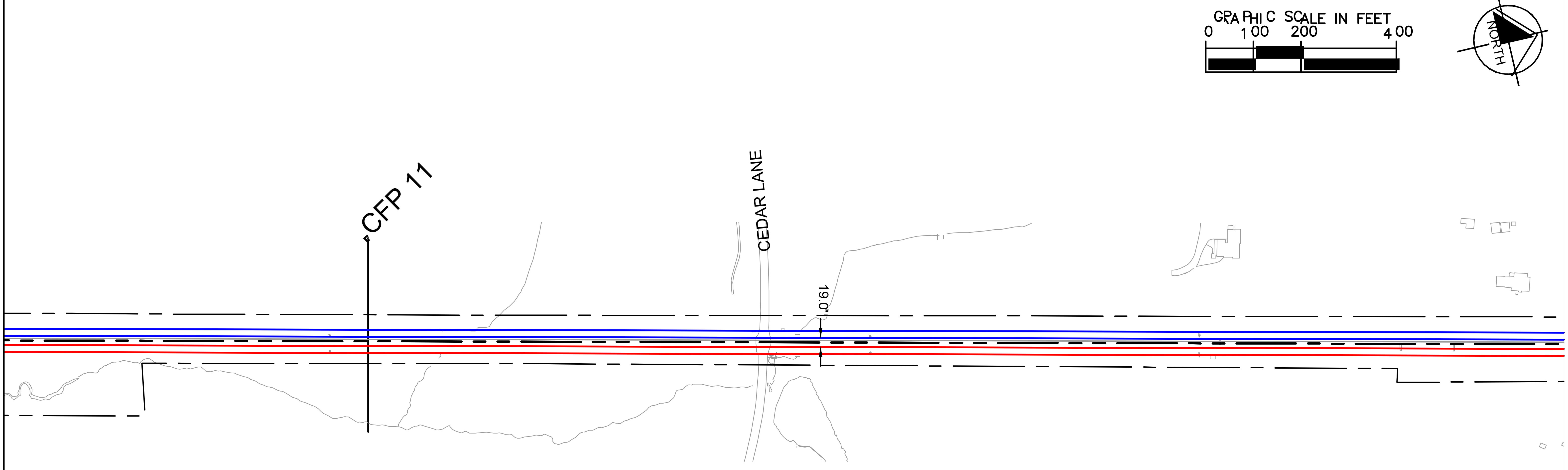

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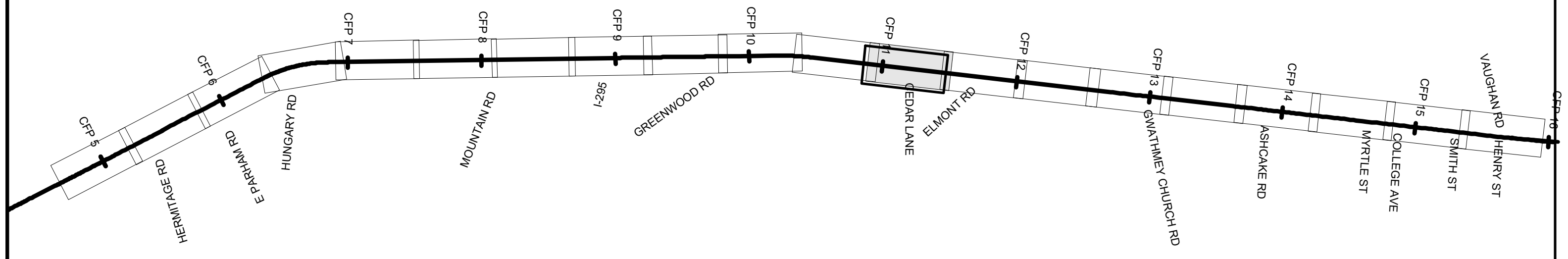

──	DRPT TRACK	🟥	DRPT BRIDGE
──	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County/Henrico County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28661
DATE: 3/19/2021

SHEET
EV-204
OF
EV-283

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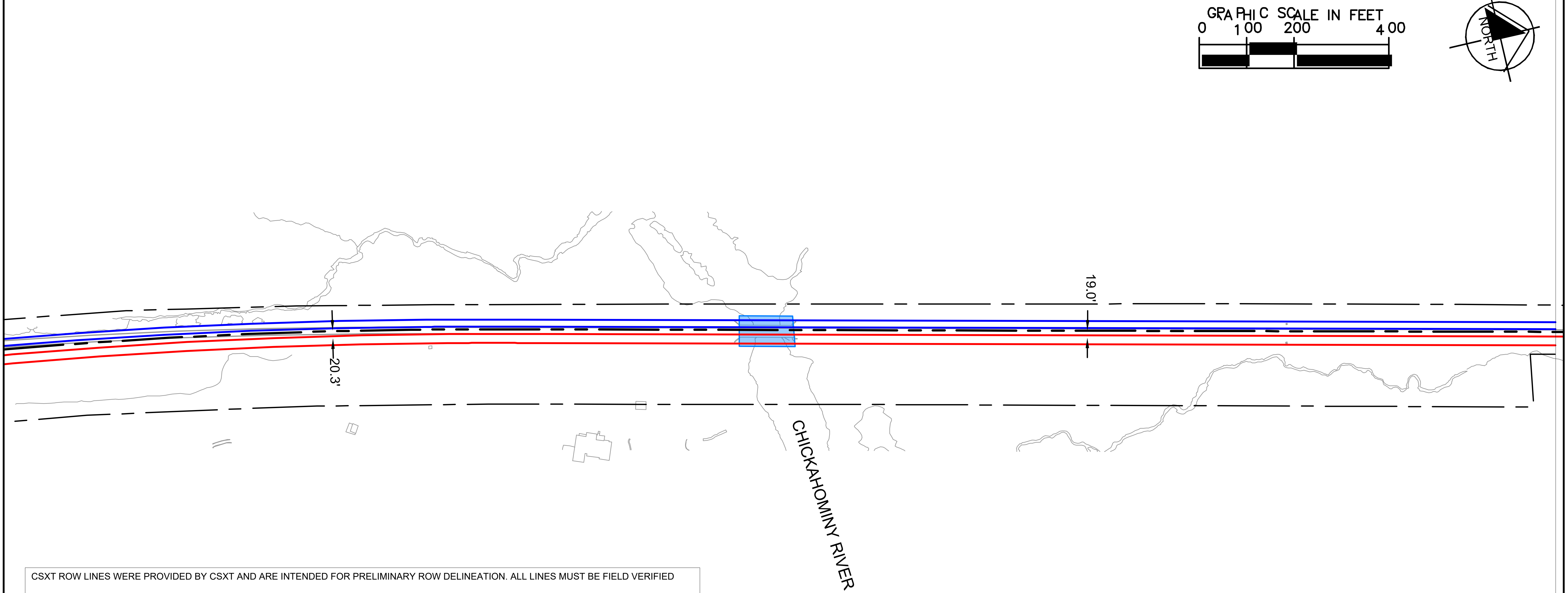
Exhibit B



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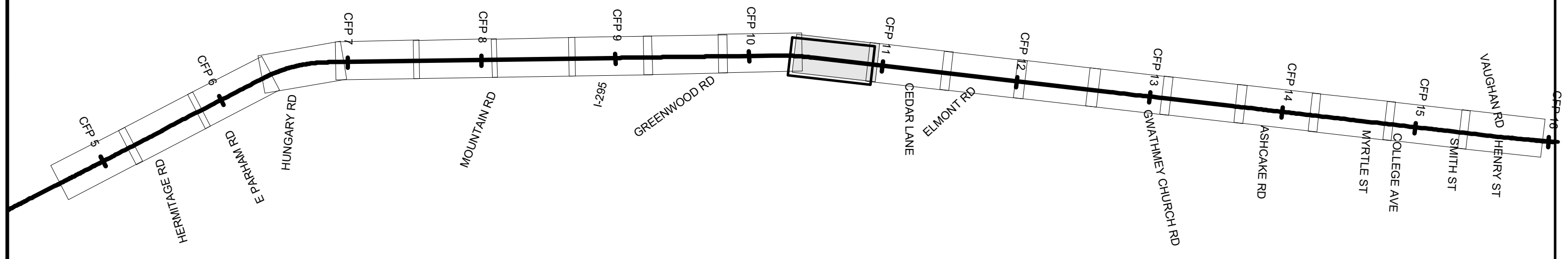

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Hanover County/Henrico County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28661

DATE: 3/19/2021

SHEET
EV-205
OF
EV-283

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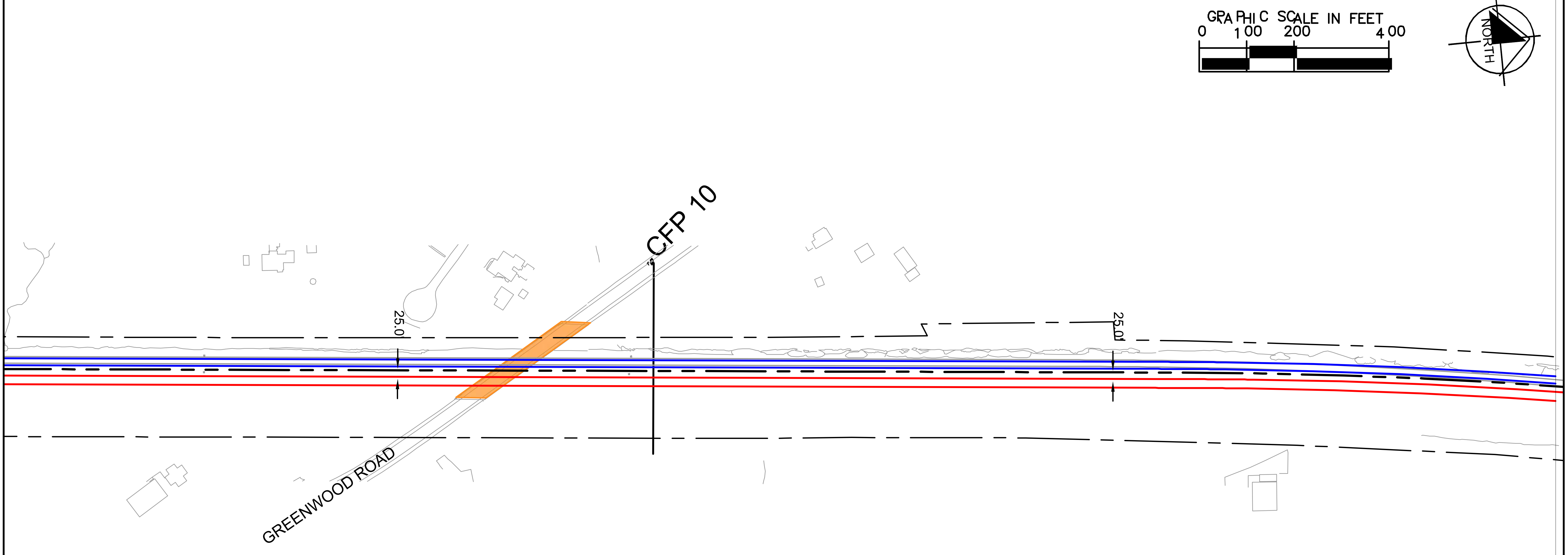

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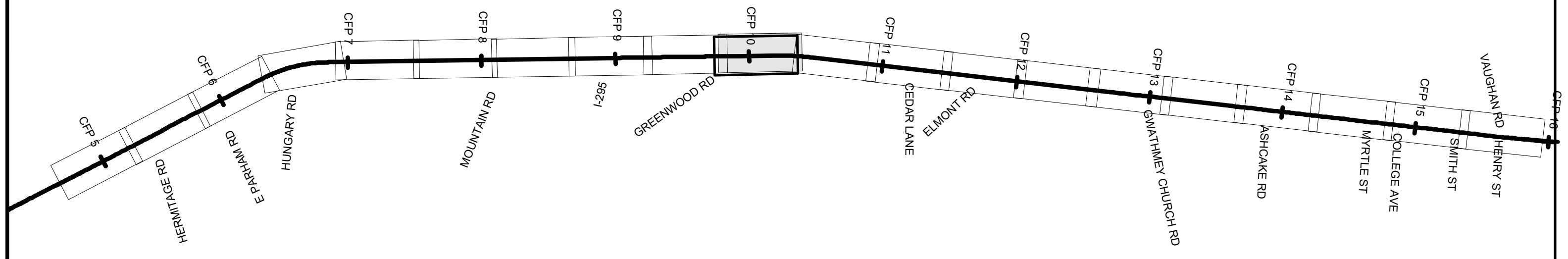

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28658
DATE: 3/19/2021

SHEET
EV-206
OF
EV-283

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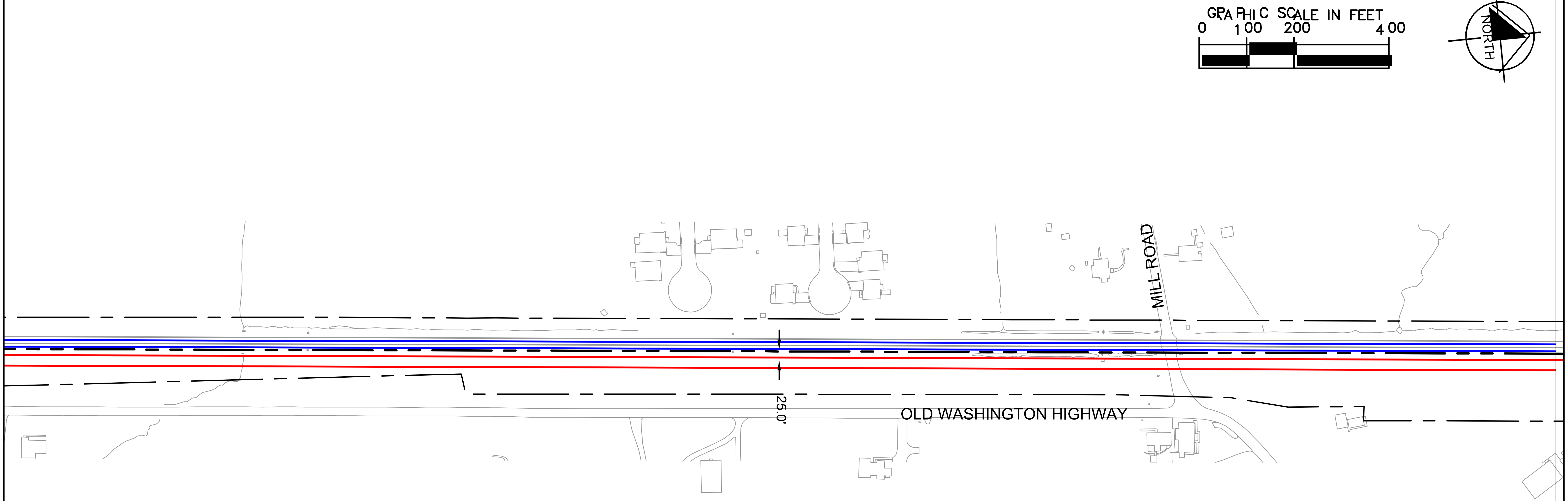
Exhibit B



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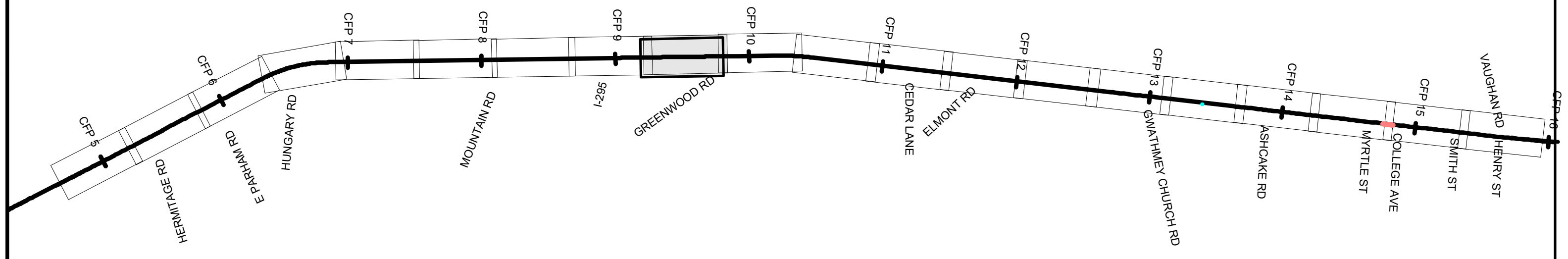


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

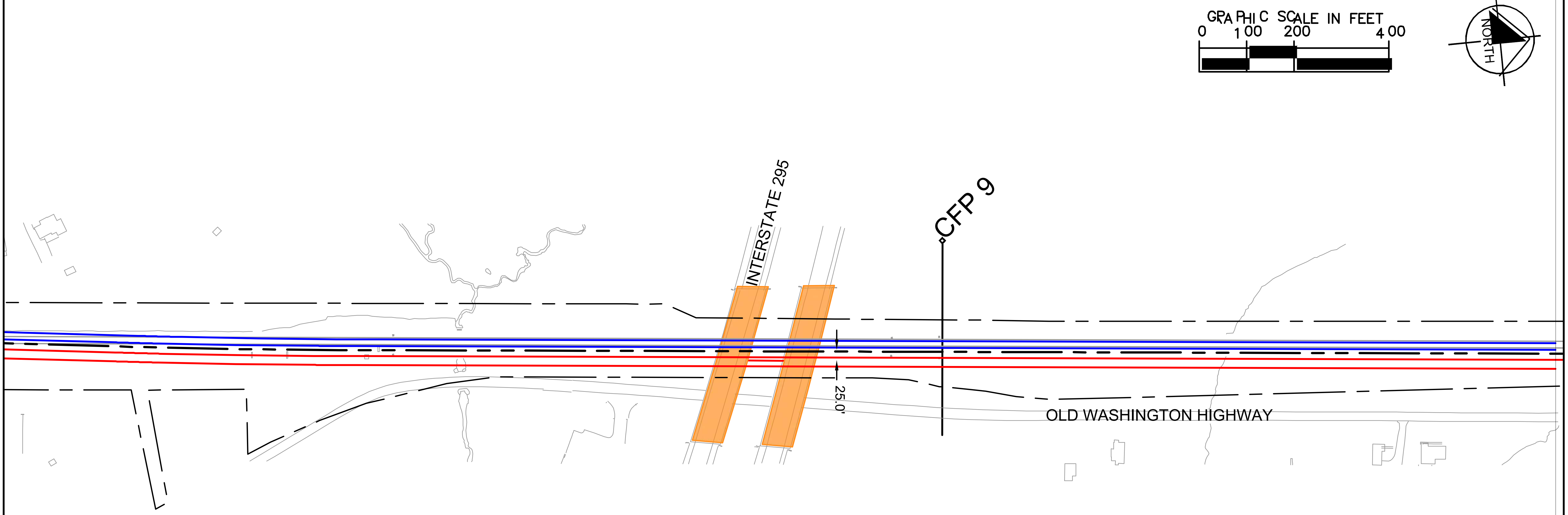
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28658

DATE: 3/19/2021

Kimley»Horn



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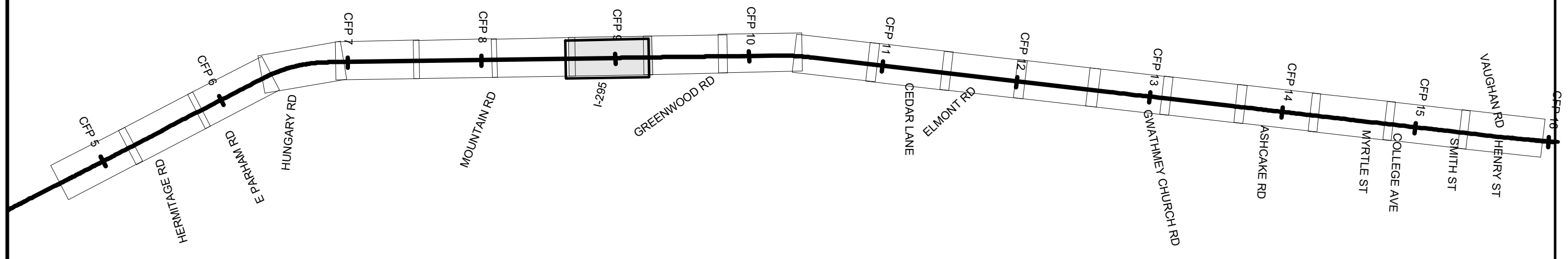

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28658
DATE: 3/19/2021

SHEET
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OF
EV-283

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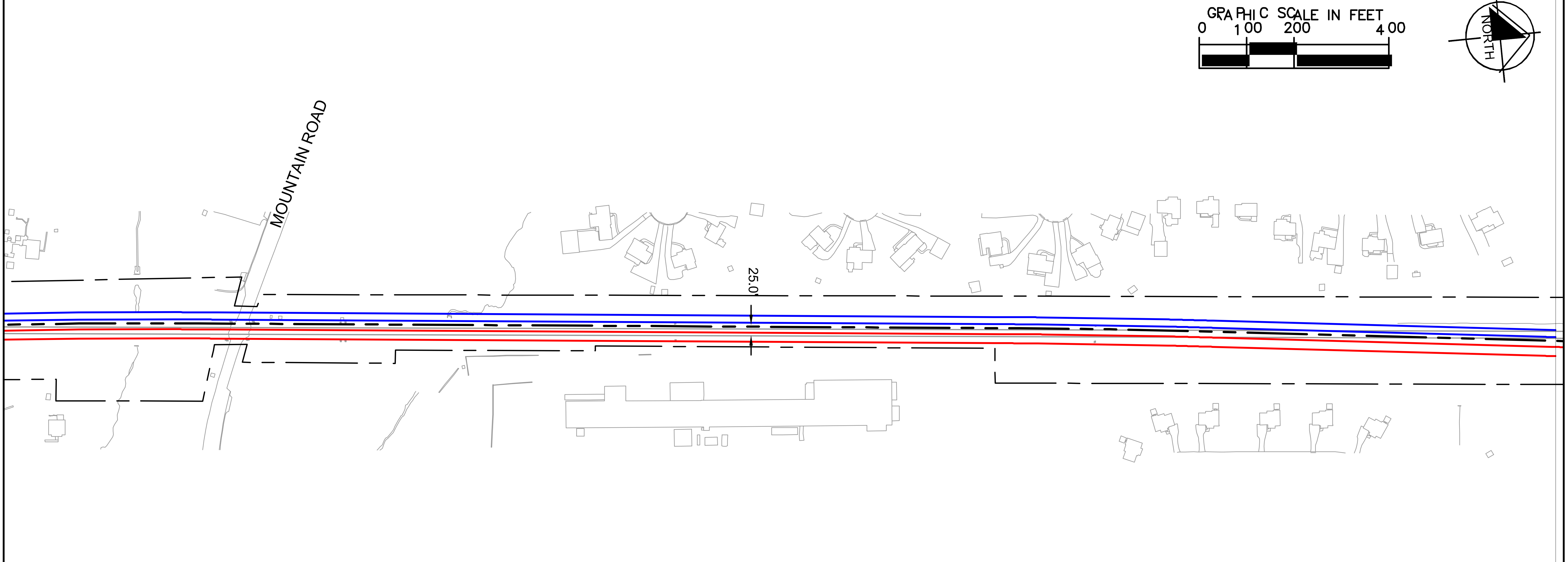
Exhibit B



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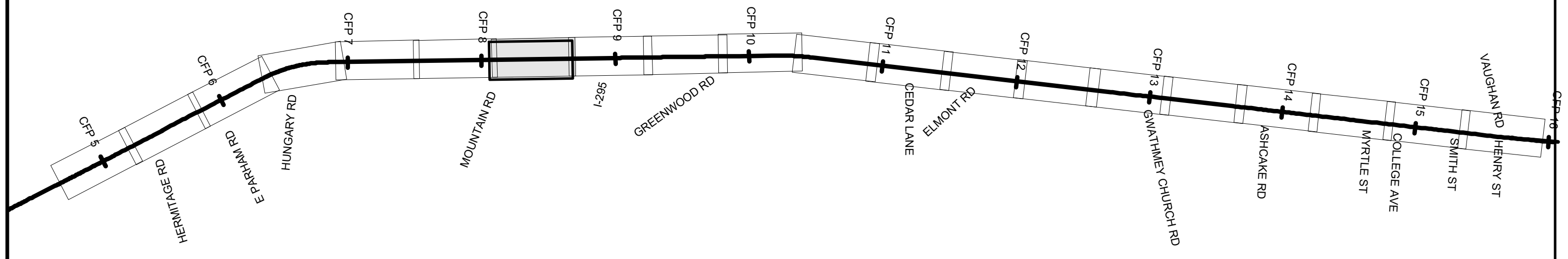

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
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JURISDICTION: Henrico County

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R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28658
DATE: 3/19/2021

SHEET
EV-209
OF
EV-283

FD 36544

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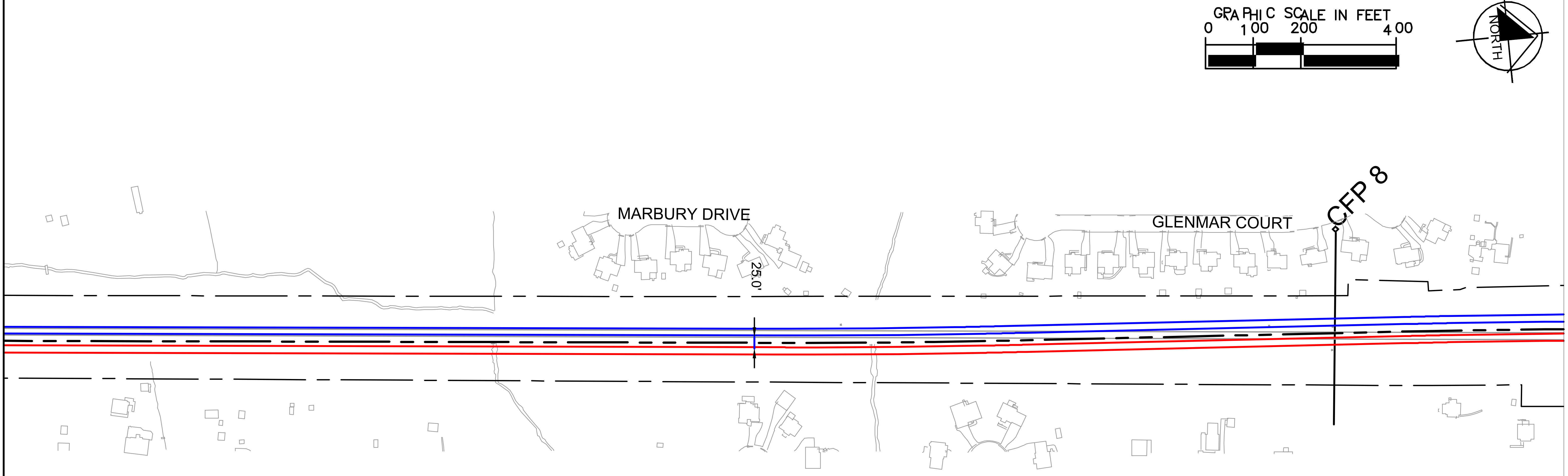

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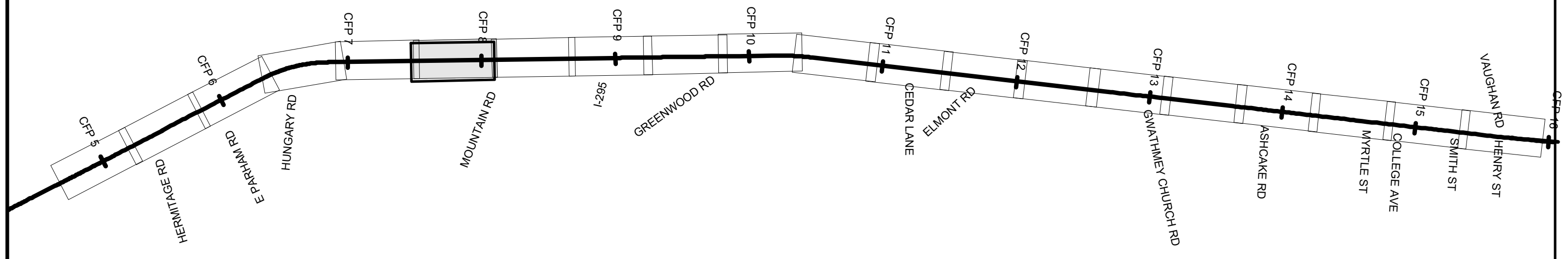

—	DRPT TRACK	🟥	DRPT BRIDGE
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— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
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R13 - ASHLAND TO STAPLES MILL

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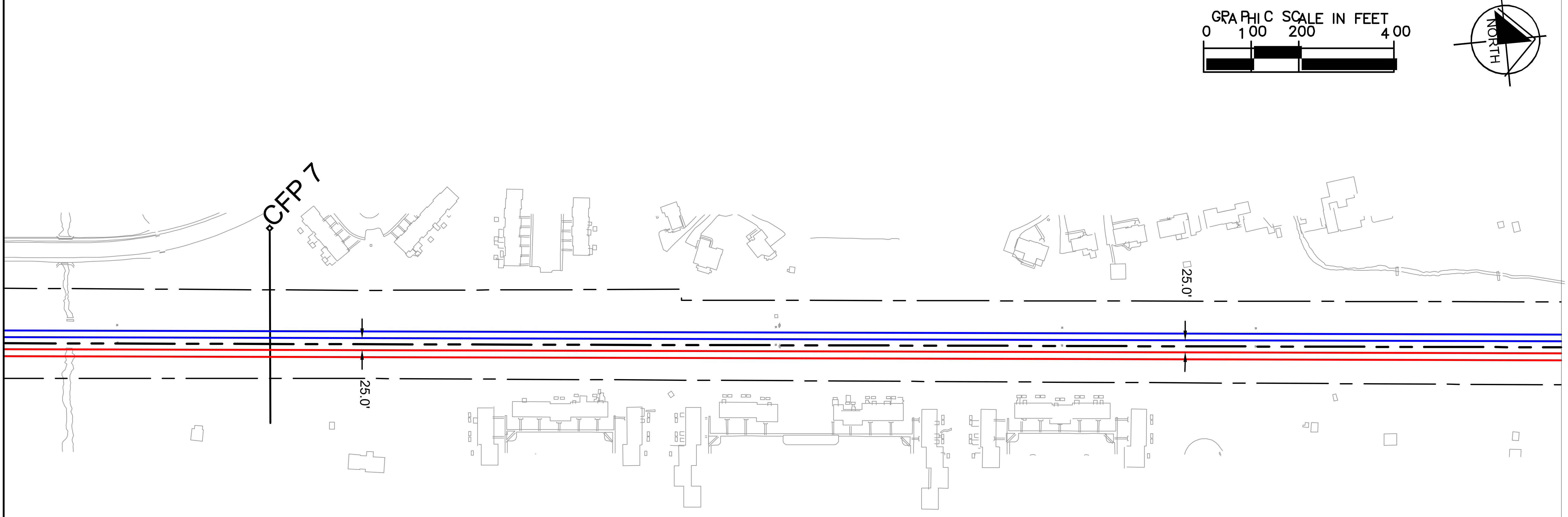

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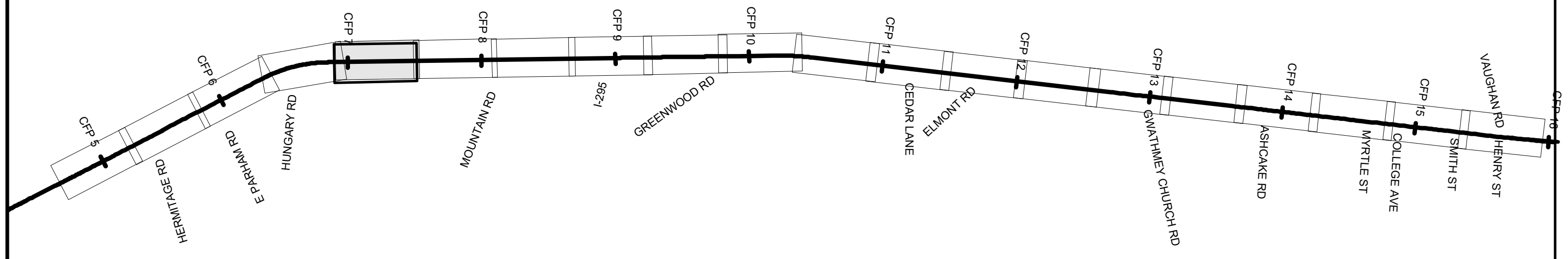

—	DRPT TRACK	🟥	DRPT BRIDGE
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— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28657
DATE: 3/19/2021

SHEET
EV-211
OF
EV-283

Mar. 19 2021 09:23 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R13_XR to GN – South Zone\CAD\Sheets\Ownership\R13S_xS-Ownership-Layout.dwg By: Sydney.Gravitt

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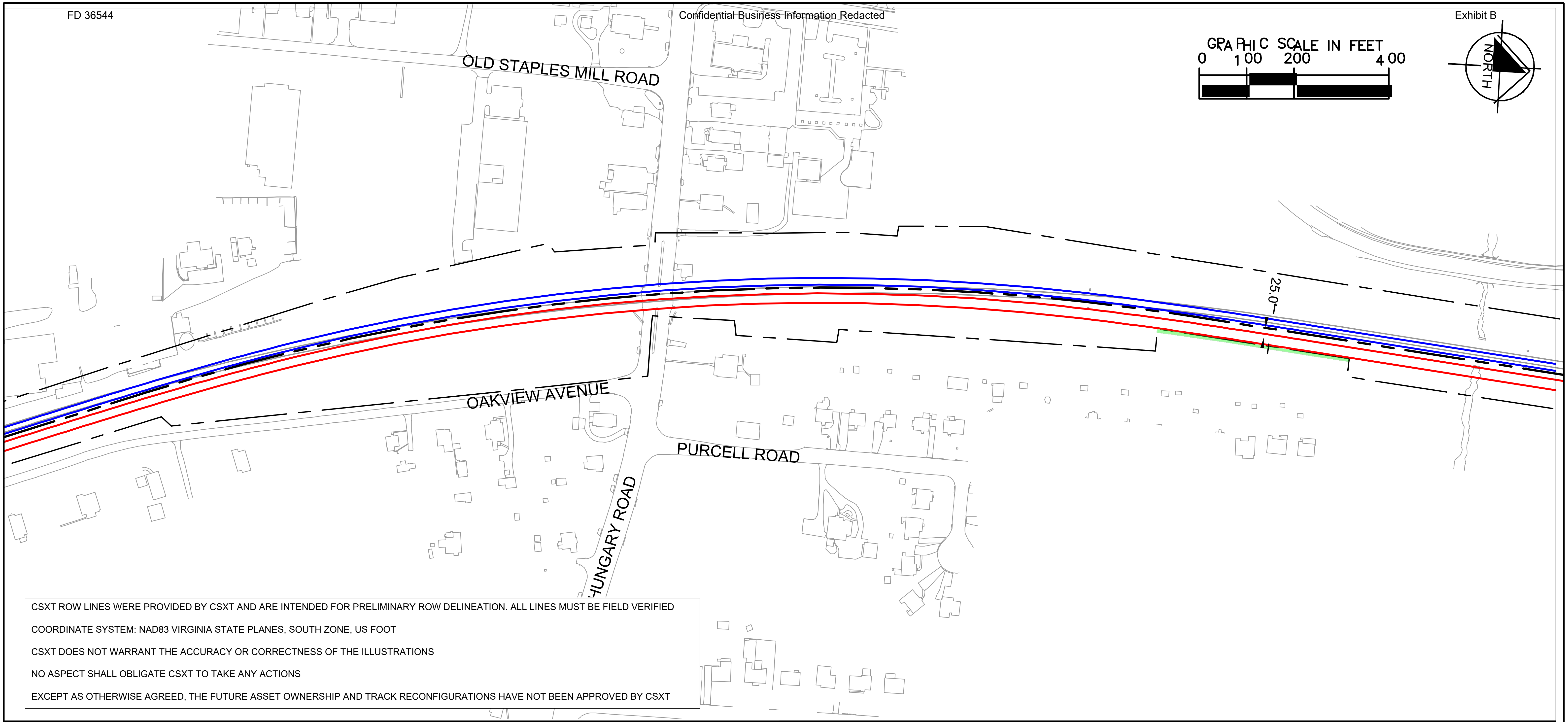
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

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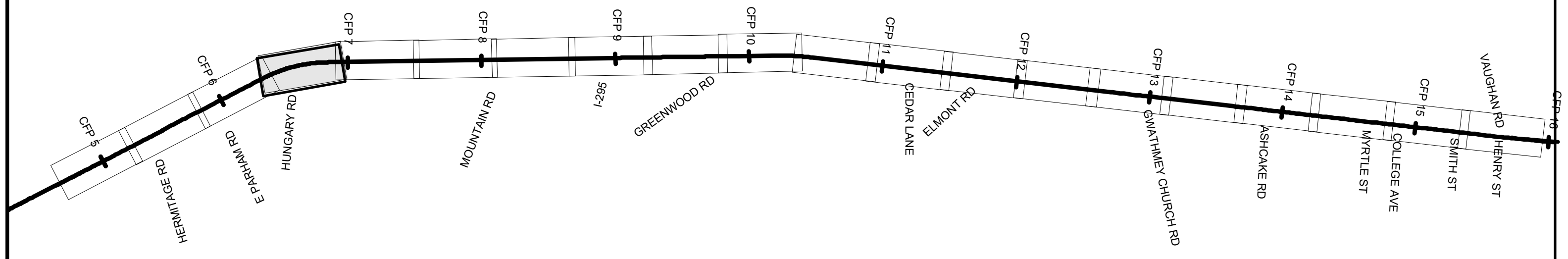
EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28657

DATE: 3/19/2021

SHEET
EV-212
OF
EV-283

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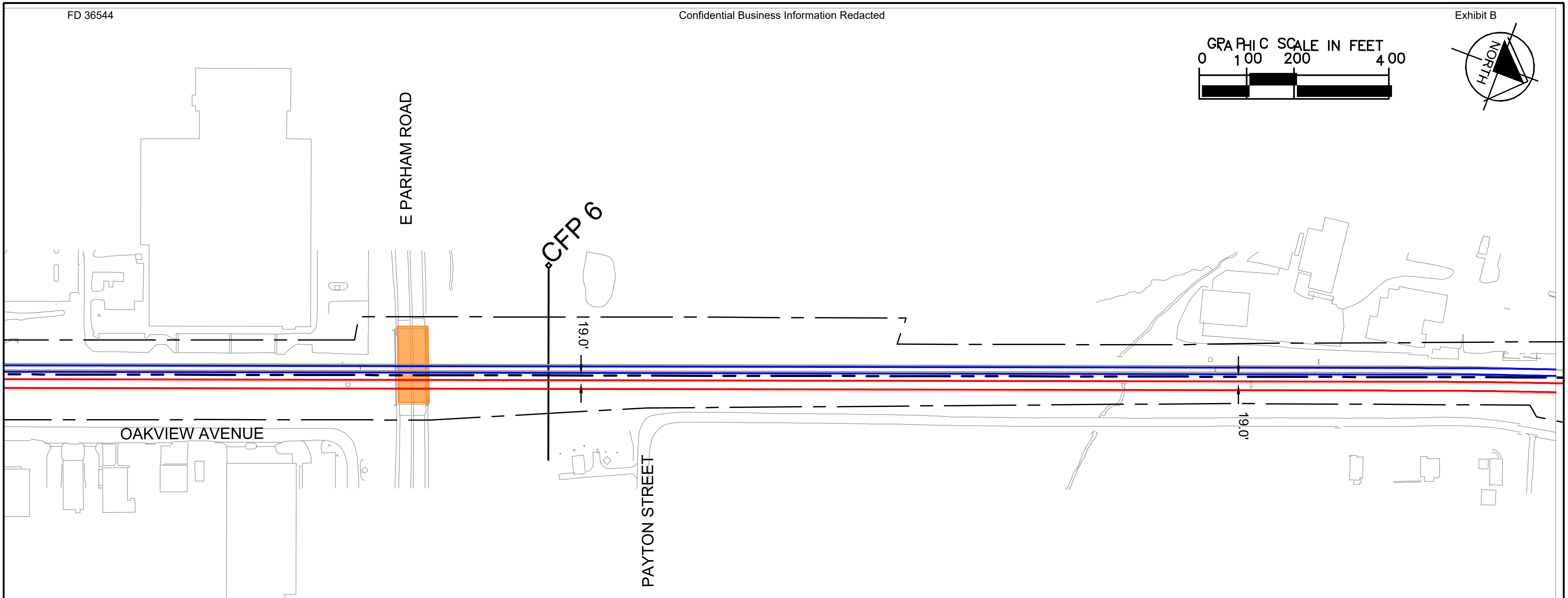

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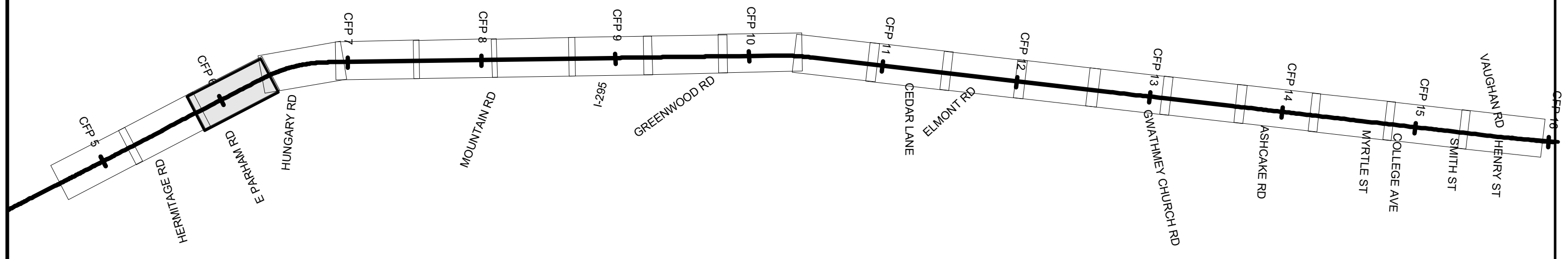


- 🟥 DRPT TRACK
- 🟦 CSXT TRACK
- — - - — CSXT-DRPT DELINEATION
- — - — CSXT ROW
- ▬ ▬ ▬ JURISDICTION LINE (FROM GIS)
- 🟥 DRPT BRIDGE
- 🟦 CSXT BRIDGE
- 🟥 STATION PLATFORM
- 🟧 VDOT BRIDGE
- 🟩 POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

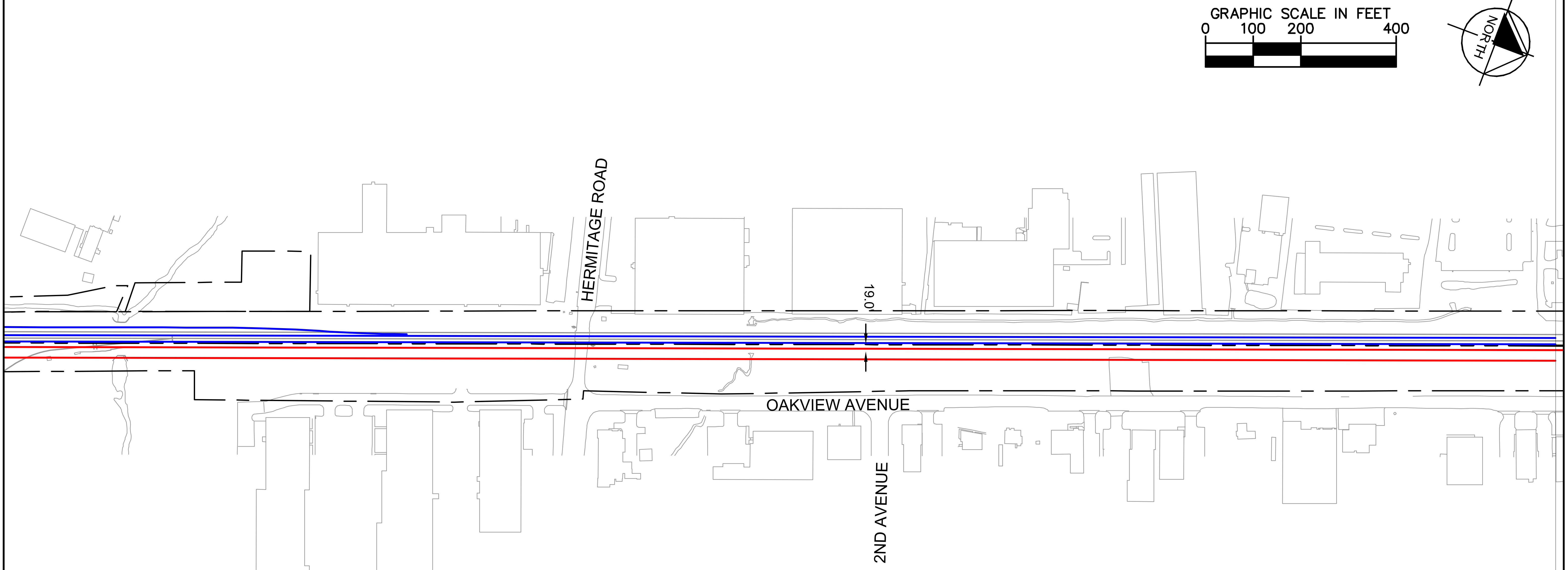
CSXT VAL MAP:V28656

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-213
OF
EV-283

Exhibit B



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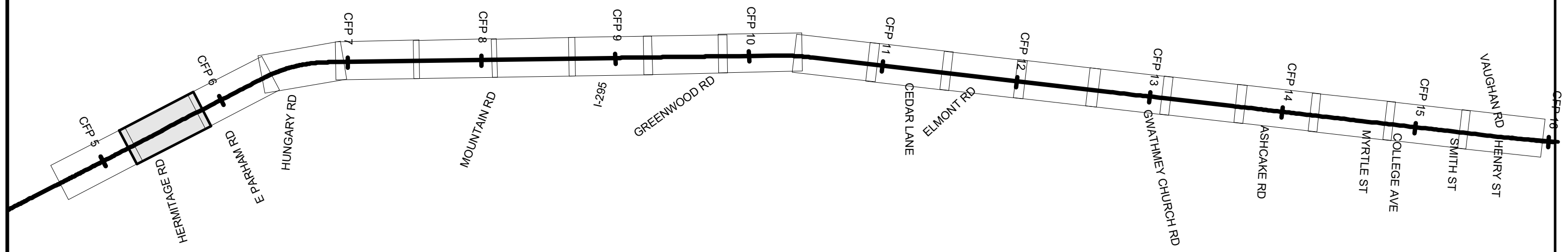

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28656
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-214
OF
EV-283

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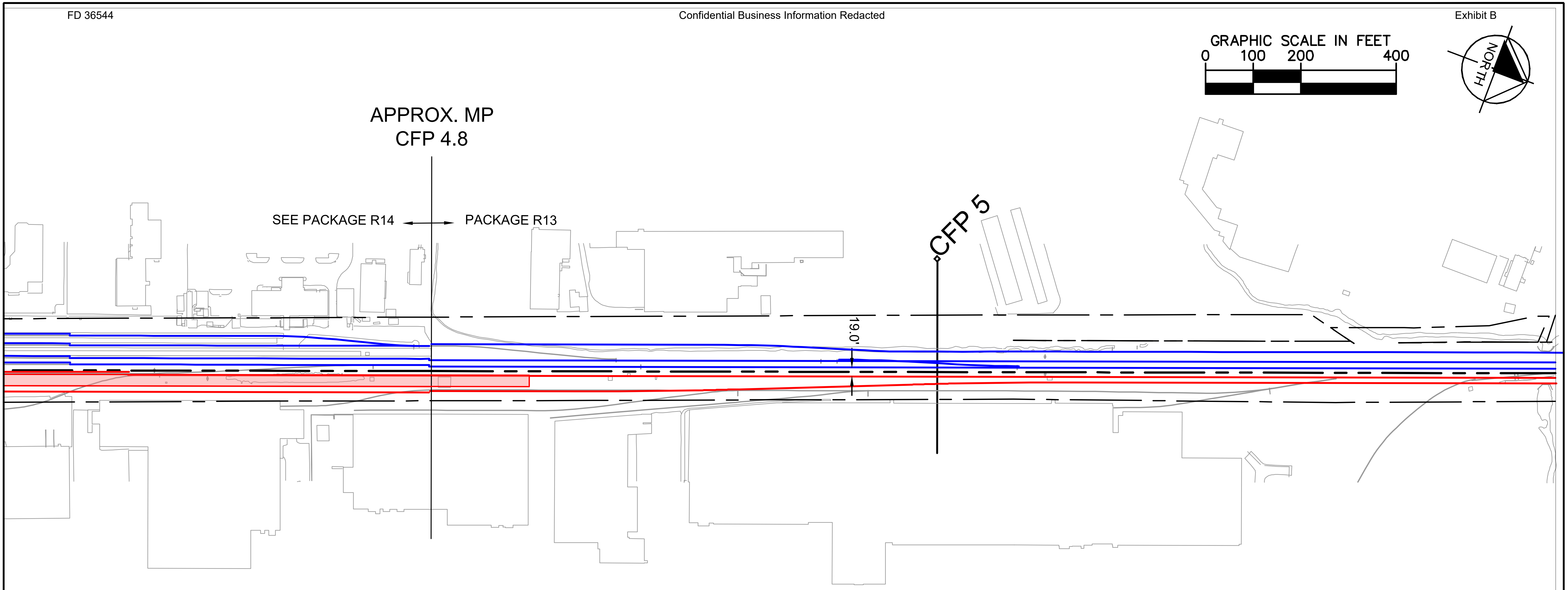

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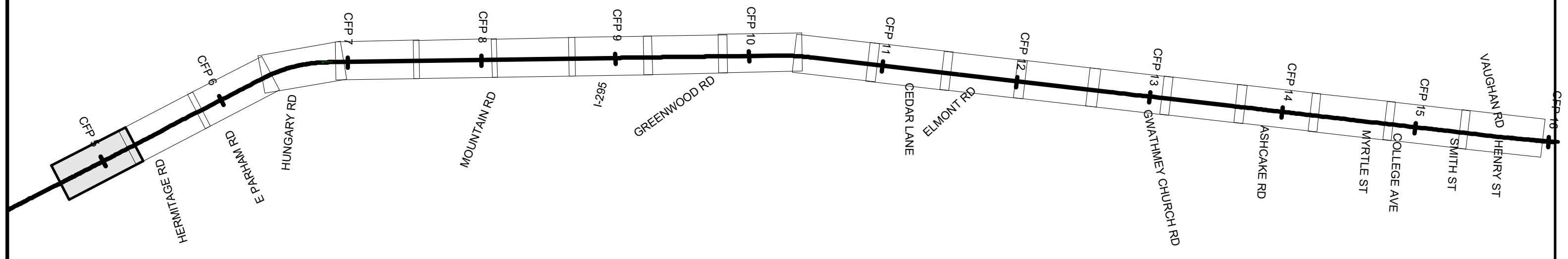


━━	DRPT TRACK	🟥	DRPT BRIDGE
━━	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

CSX How tomorrow moves

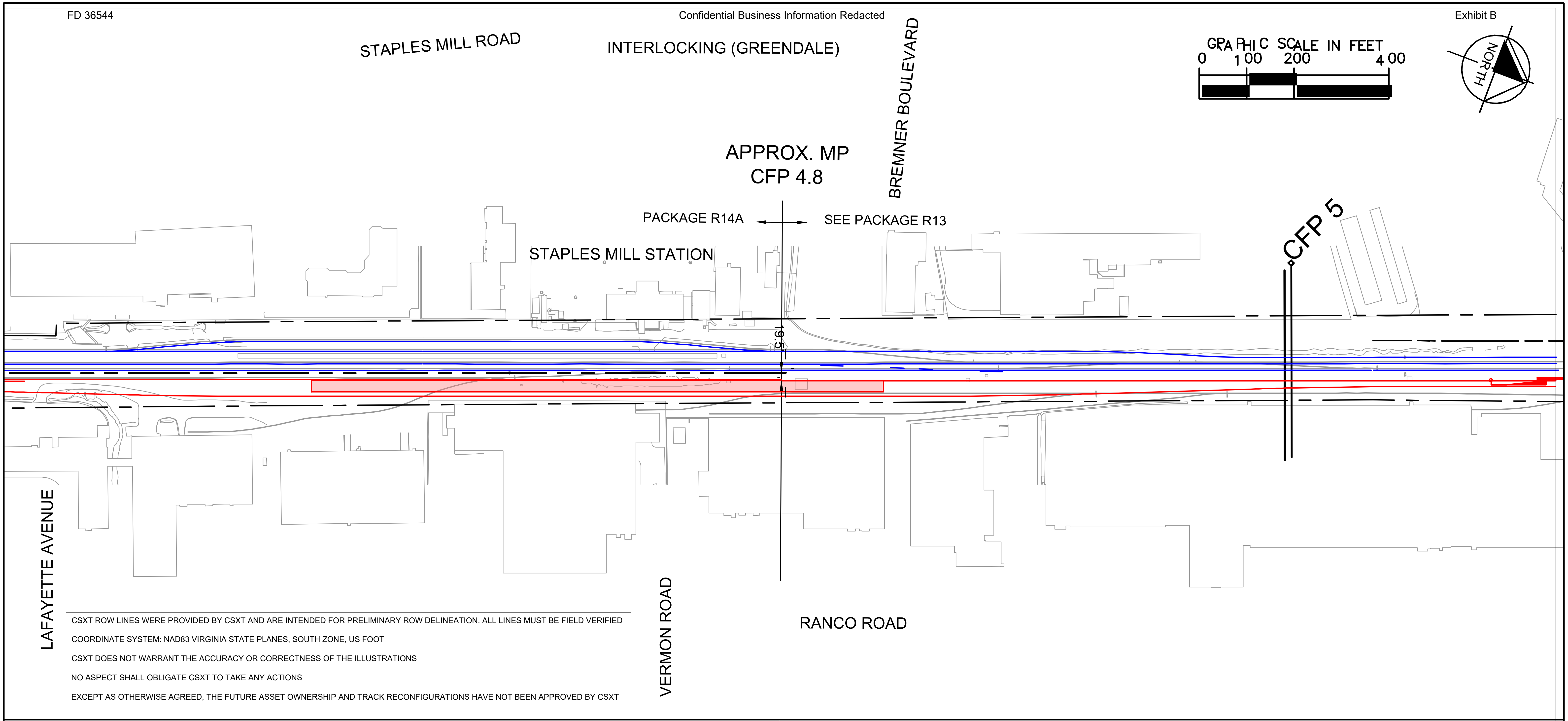
DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R13 - ASHLAND TO STAPLES MILL

CSXT VAL MAP:V28656
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-215
OF
EV-283



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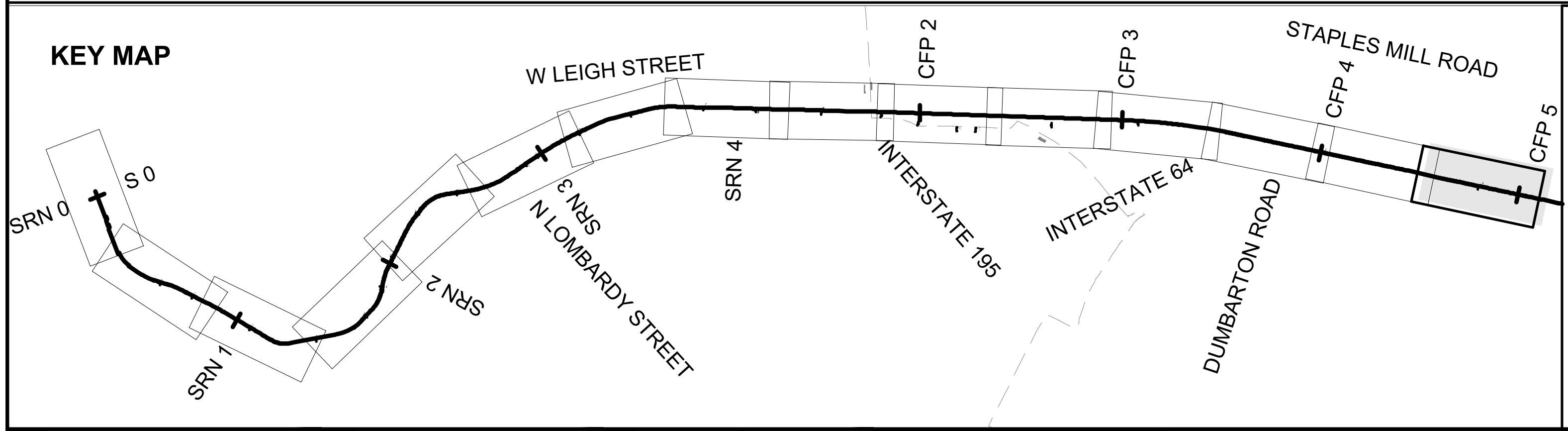

DRPT TRACK

CSXT TRACK

CSXT-DRPT DELINEATION

CSXT ROW

JURISDICTION LINE (FROM GIS)

RETAINING WALL

DRPT BRIDGE

CSXT BRIDGE

STATION PLATFORM

VDOT BRIDGE

POTENTIAL ROW IMPACT

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28656

DATE: 3/19/2021

SHEET
EV-216
OF
EV-283

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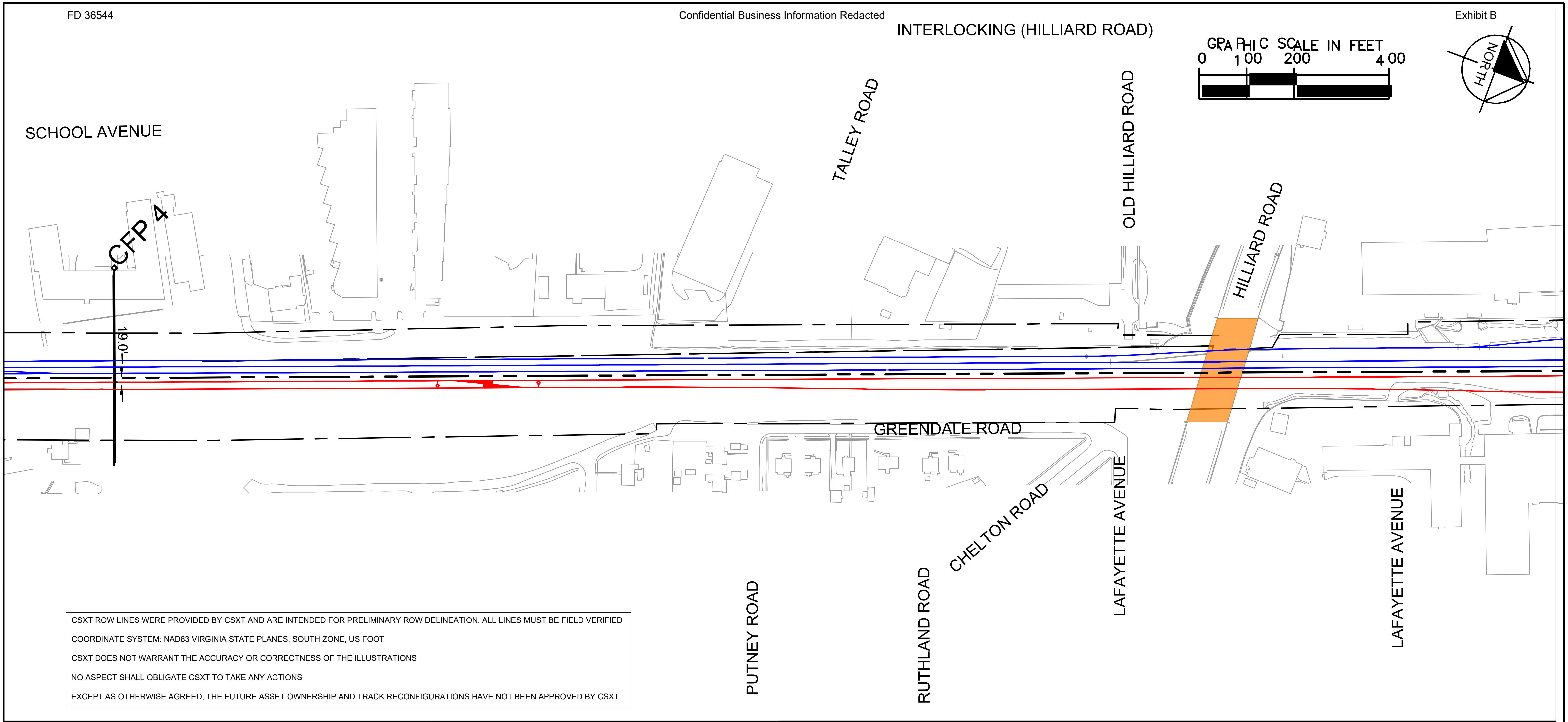

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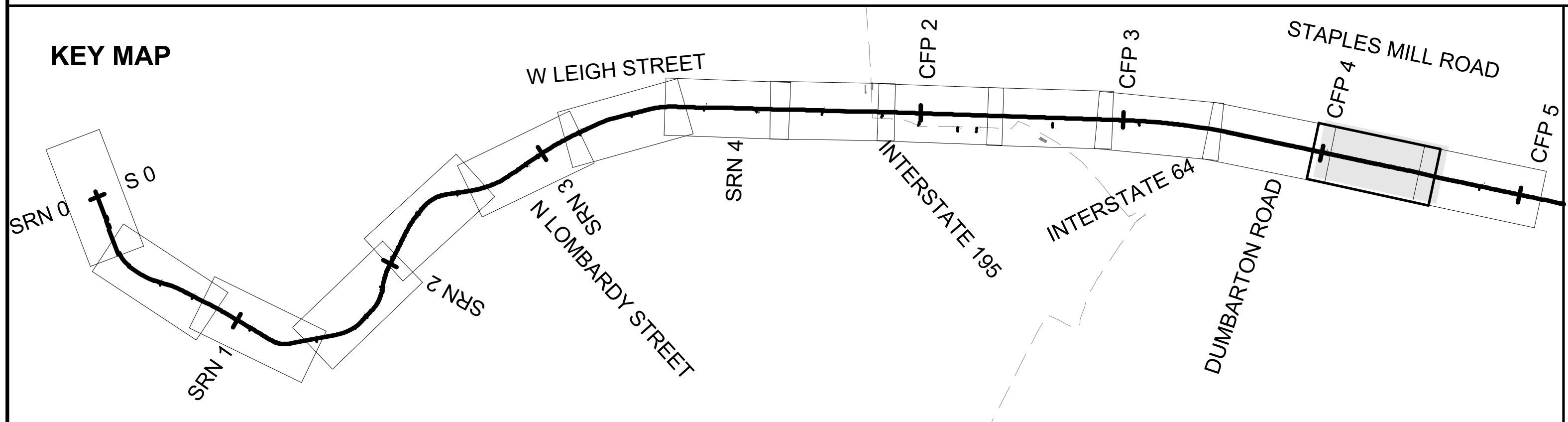

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

DATE: 3/19/2021

SHEET
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OF
EV-283

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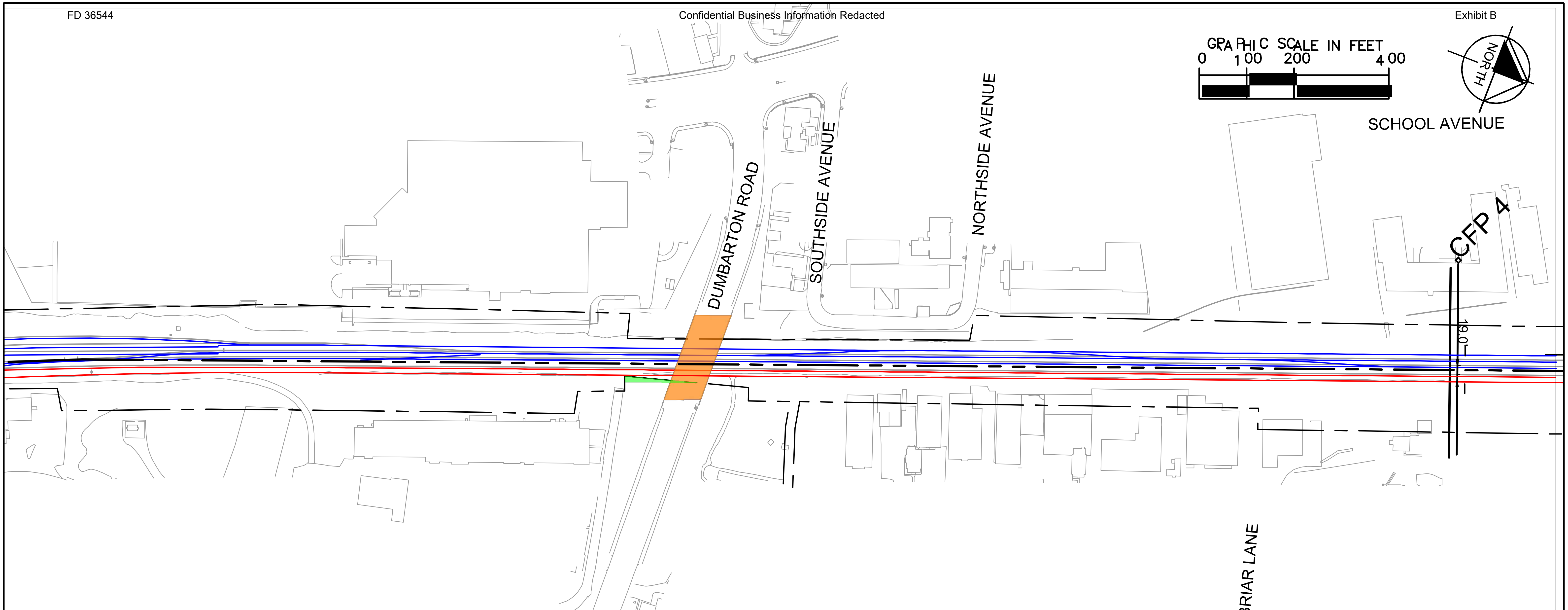

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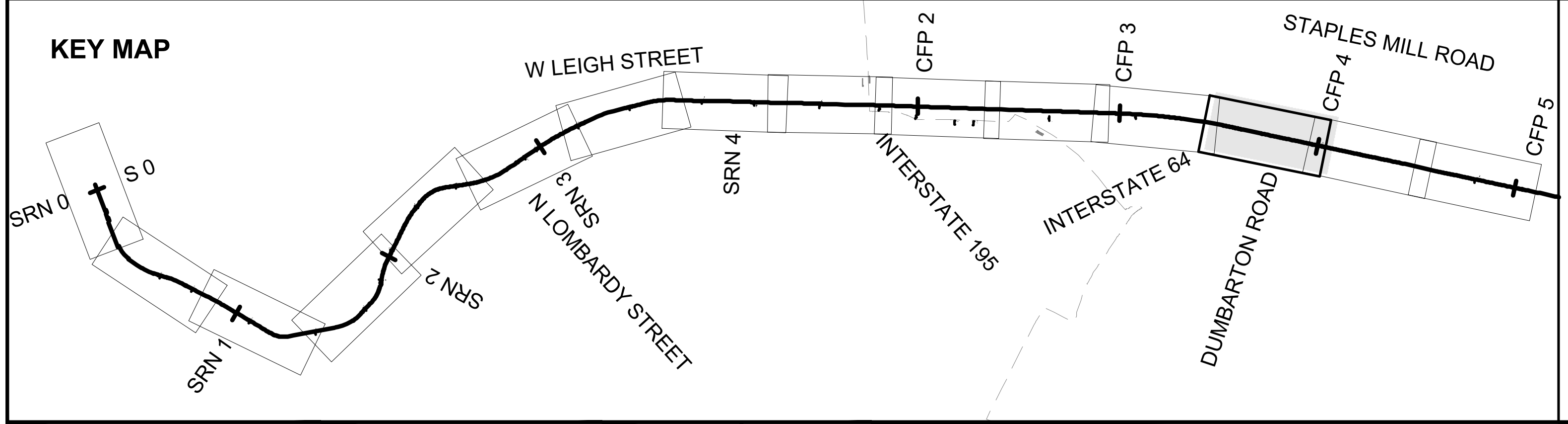

🟥	DRPT TRACK	▨	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

DATE: 3/19/2021

SHEET
EV-218
OF
EV-283

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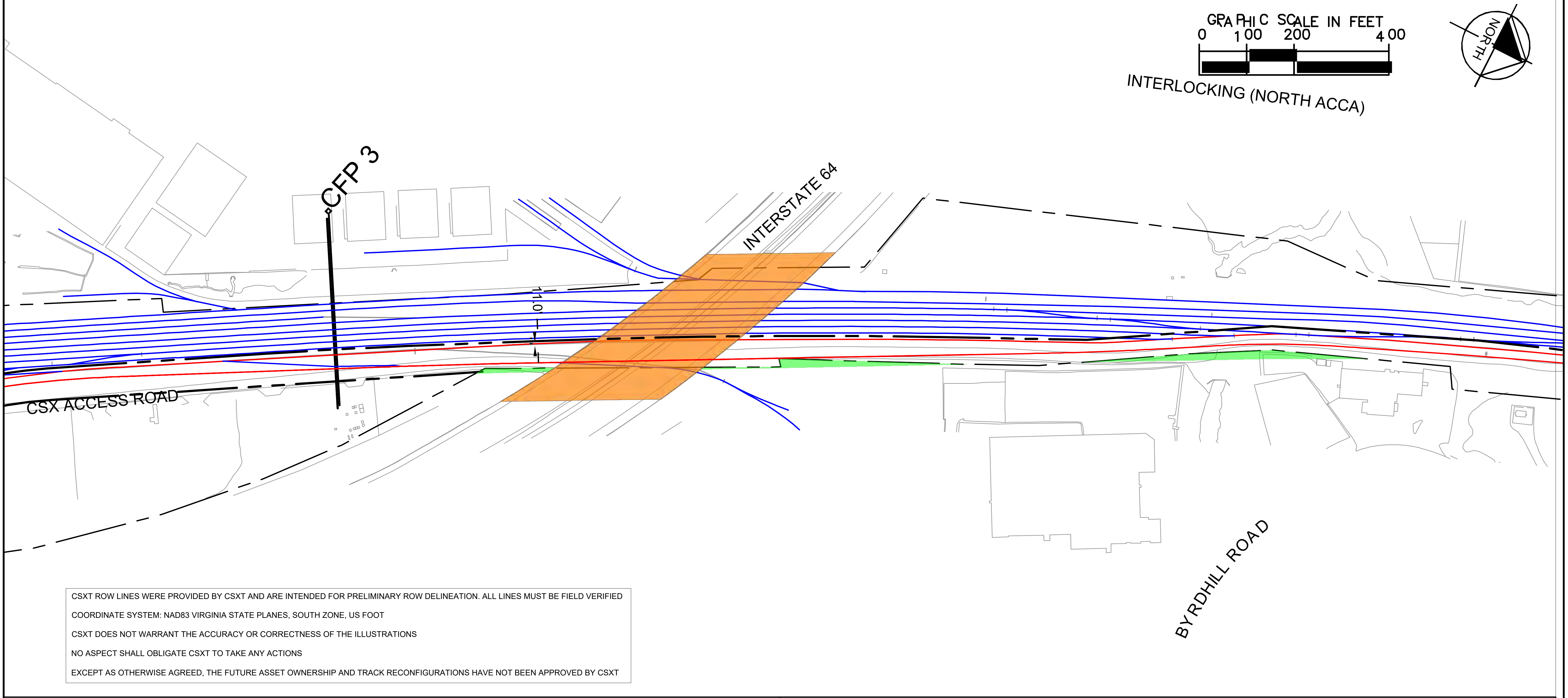

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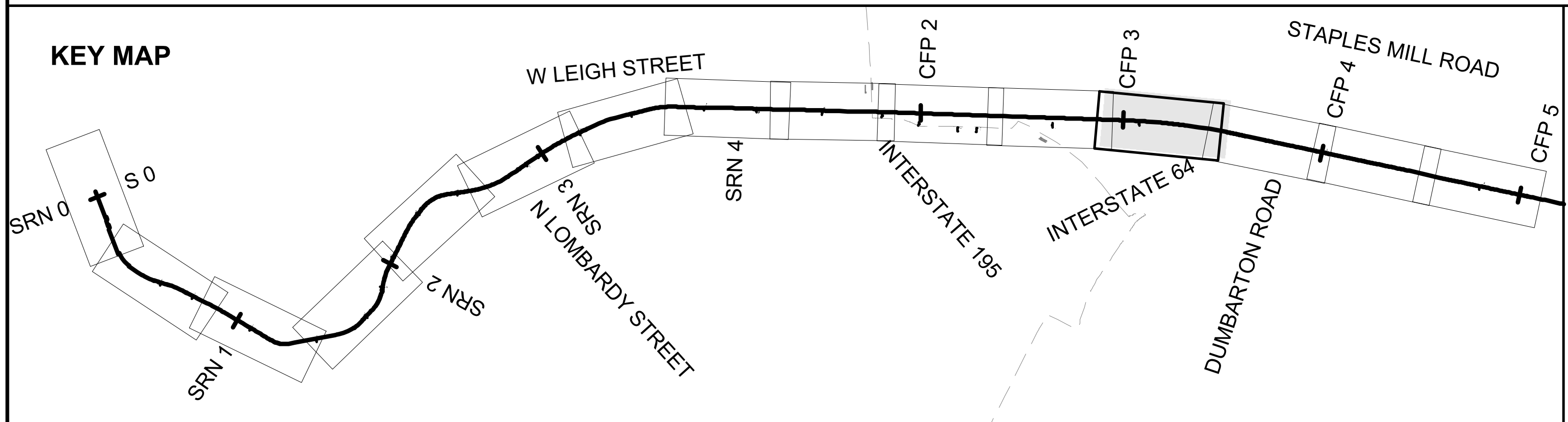

🟥	DRPT TRACK	▨	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

DATE: 3/19/2021

SHEET EV-219 OF EV-283

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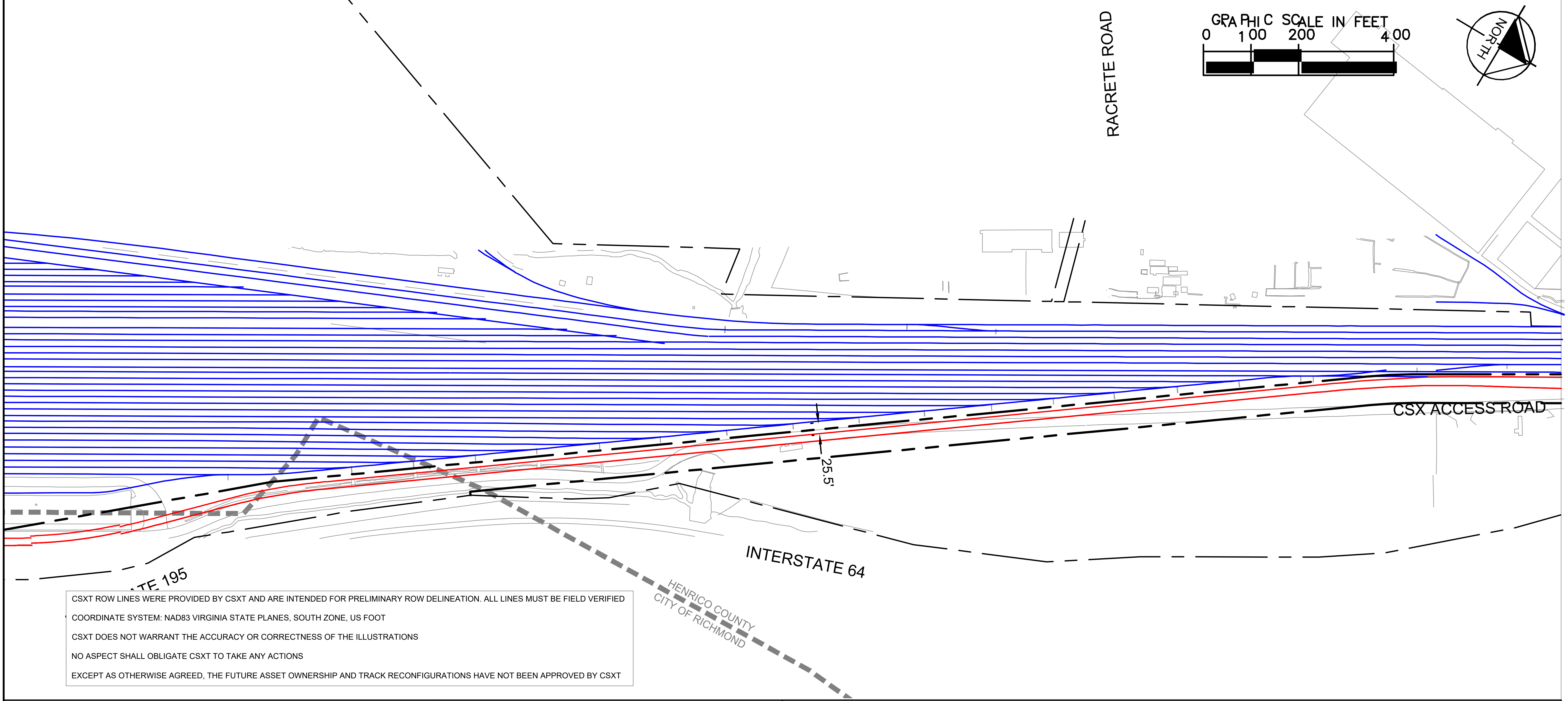

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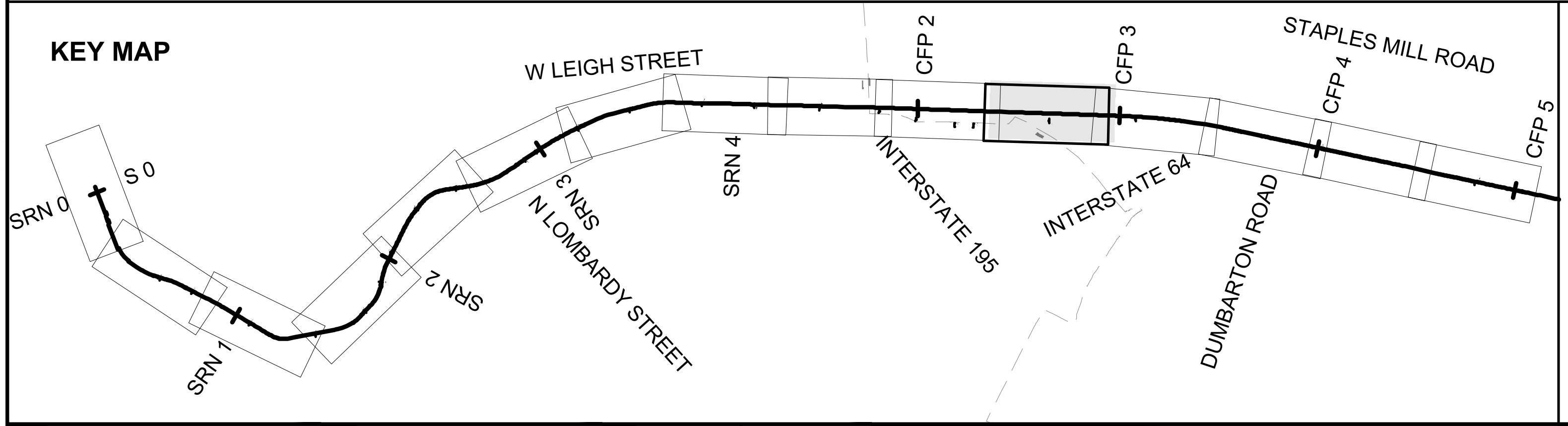

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Henrico County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

DATE: 3/19/2021

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EV-220
OF
EV-283

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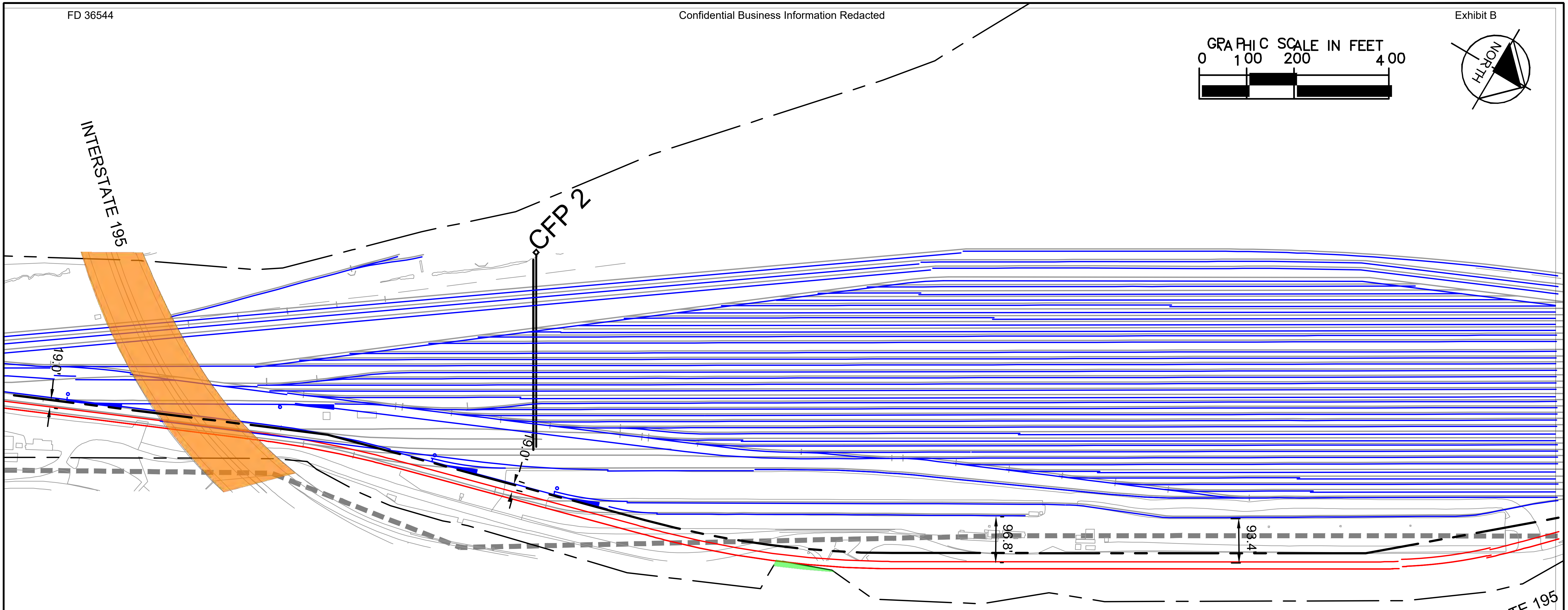

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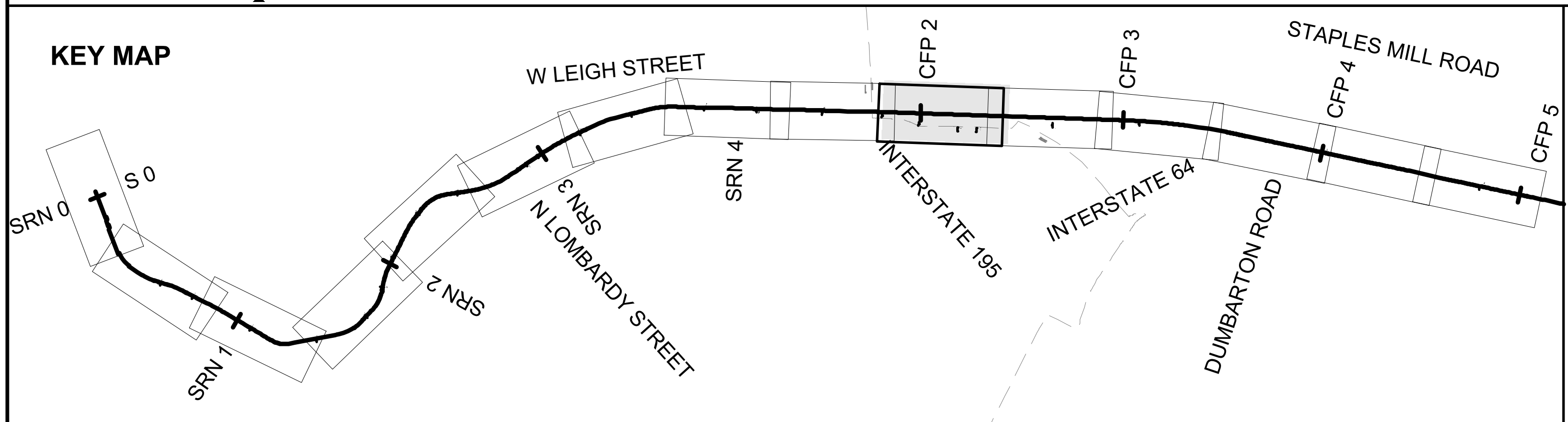

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28472

DATE: 3/19/2021

Kimley»Horn

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EV-221
OF
EV-283

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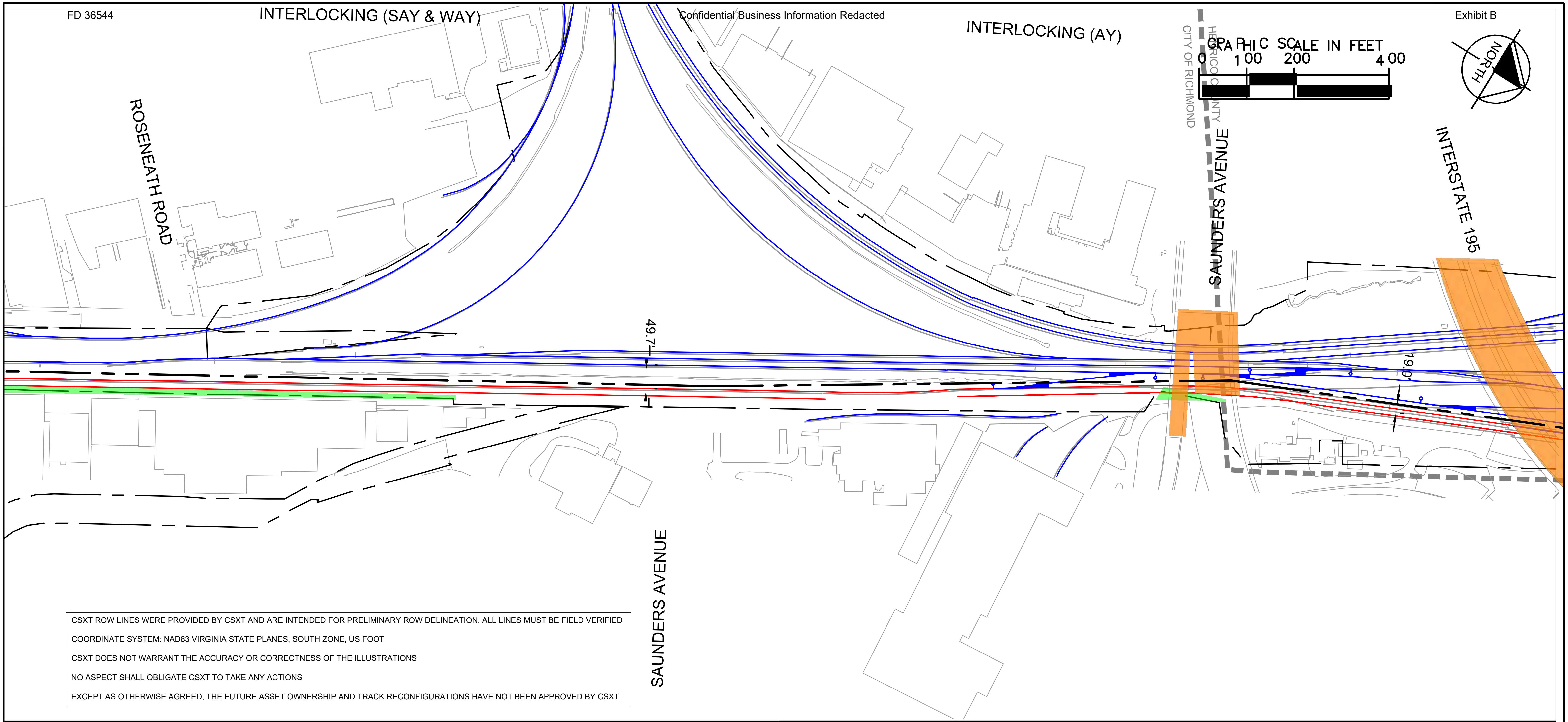

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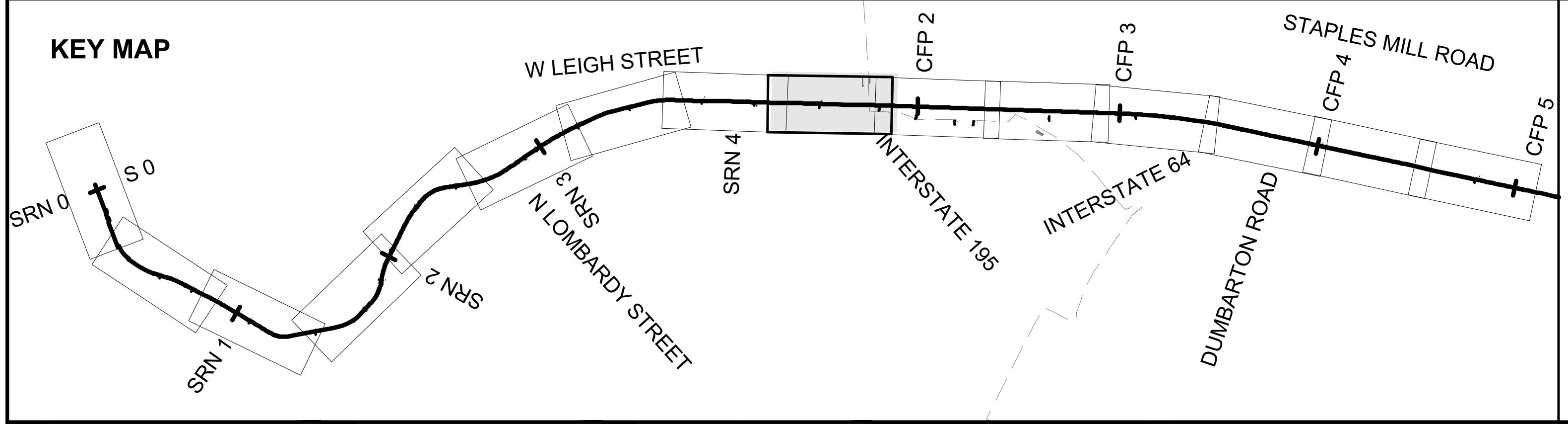

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— – —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04661
DATE: 3/19/2021

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SHEET
EV-222
OF
EV-283

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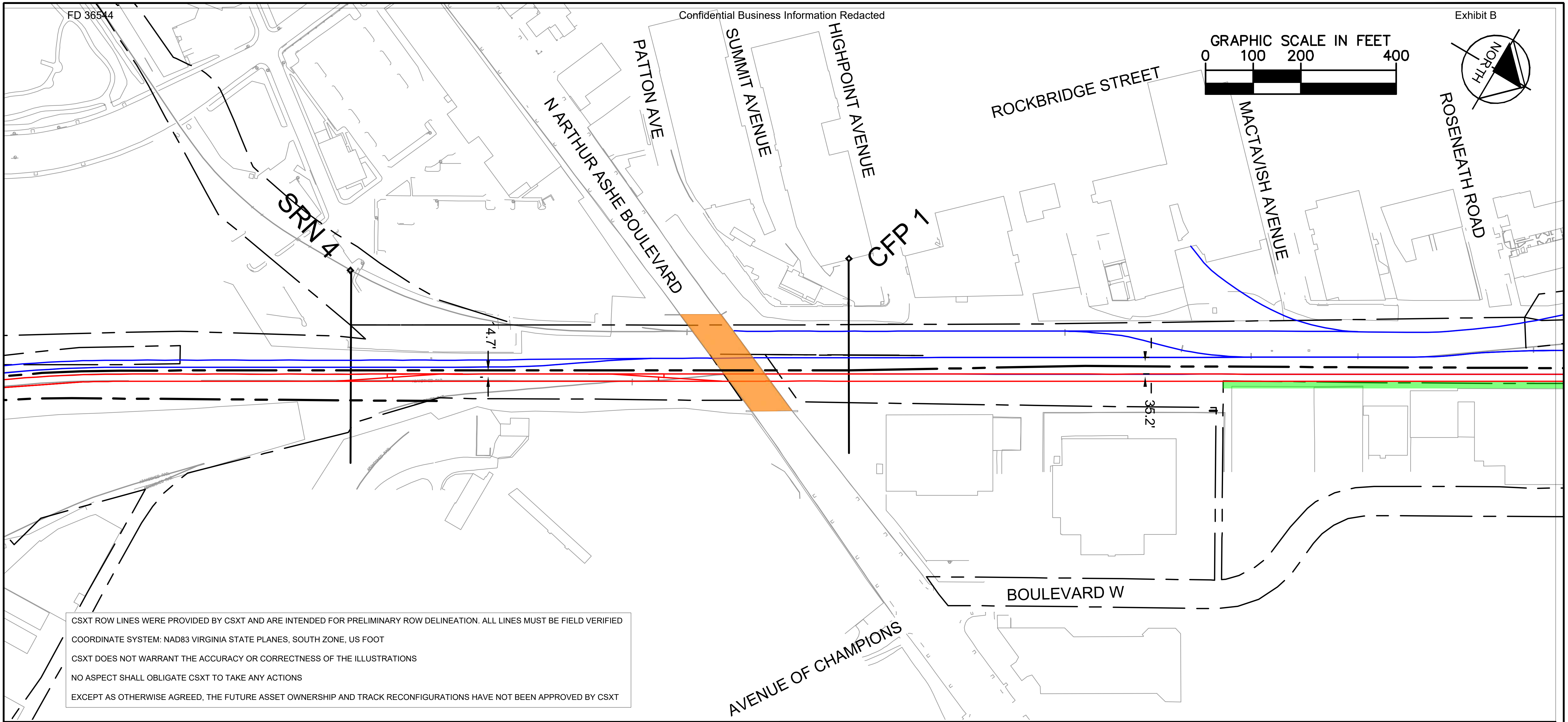

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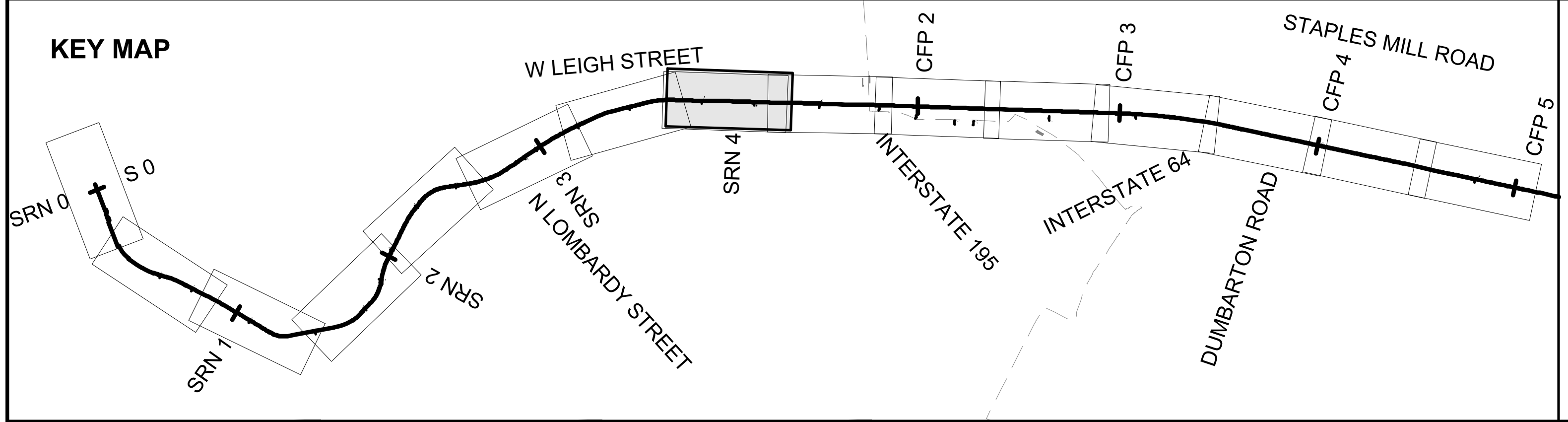

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond/Henrico County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V28653

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-223
OF
EV-283

Mar. 19 2021 11:49 am K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_R14A_East ACCA Bypass\CAD\Sheets\R14A-XS-Ownership-Layout.dwg By: Sydney.Gravitt

FD 36544

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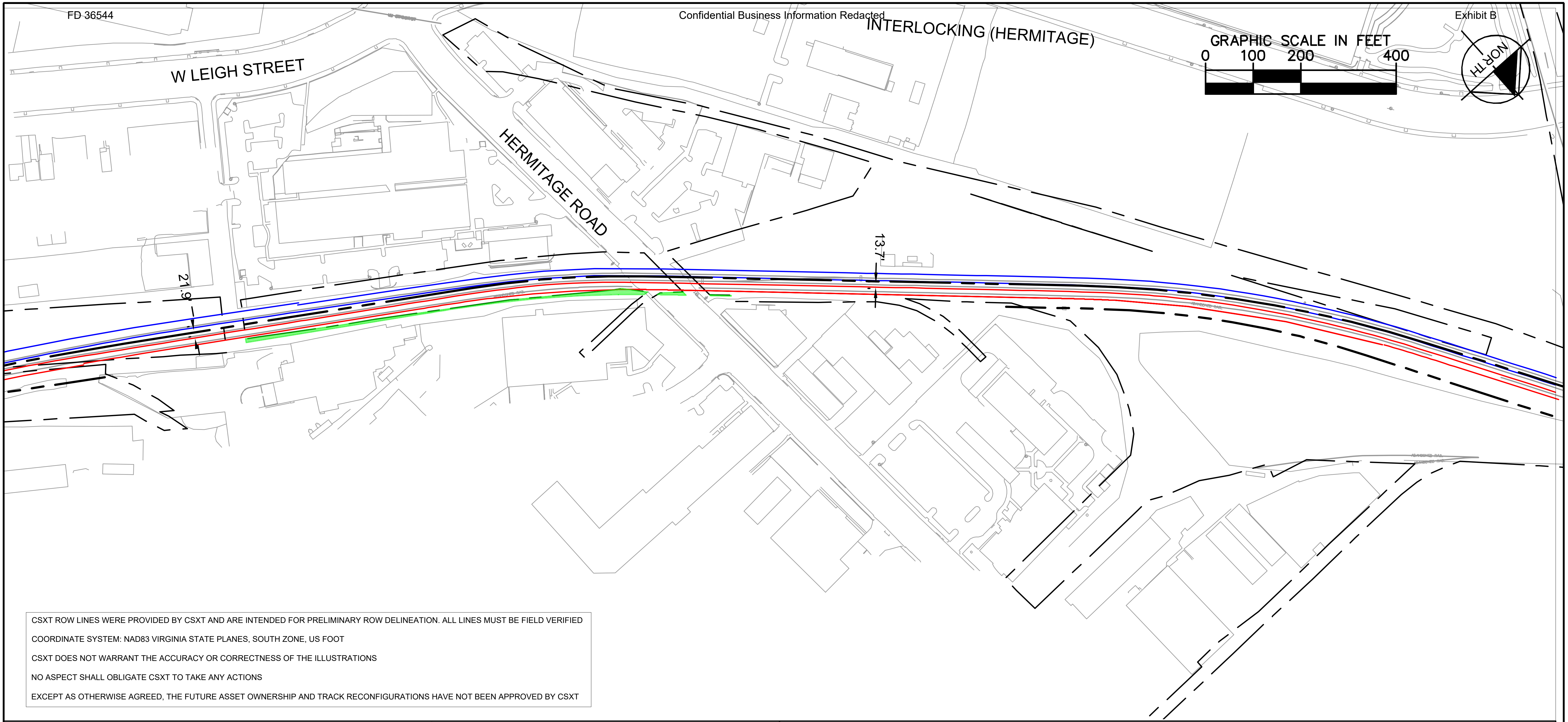
Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

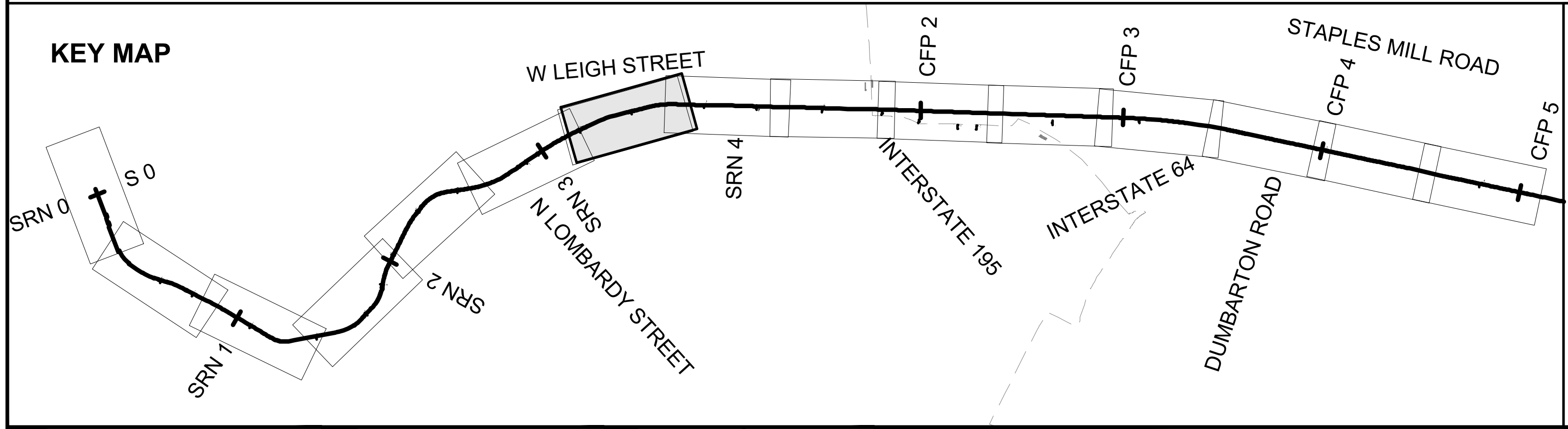
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04662

DATE: 3/19/2021

Kimley»Horn

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EV-224
OF
EV-283

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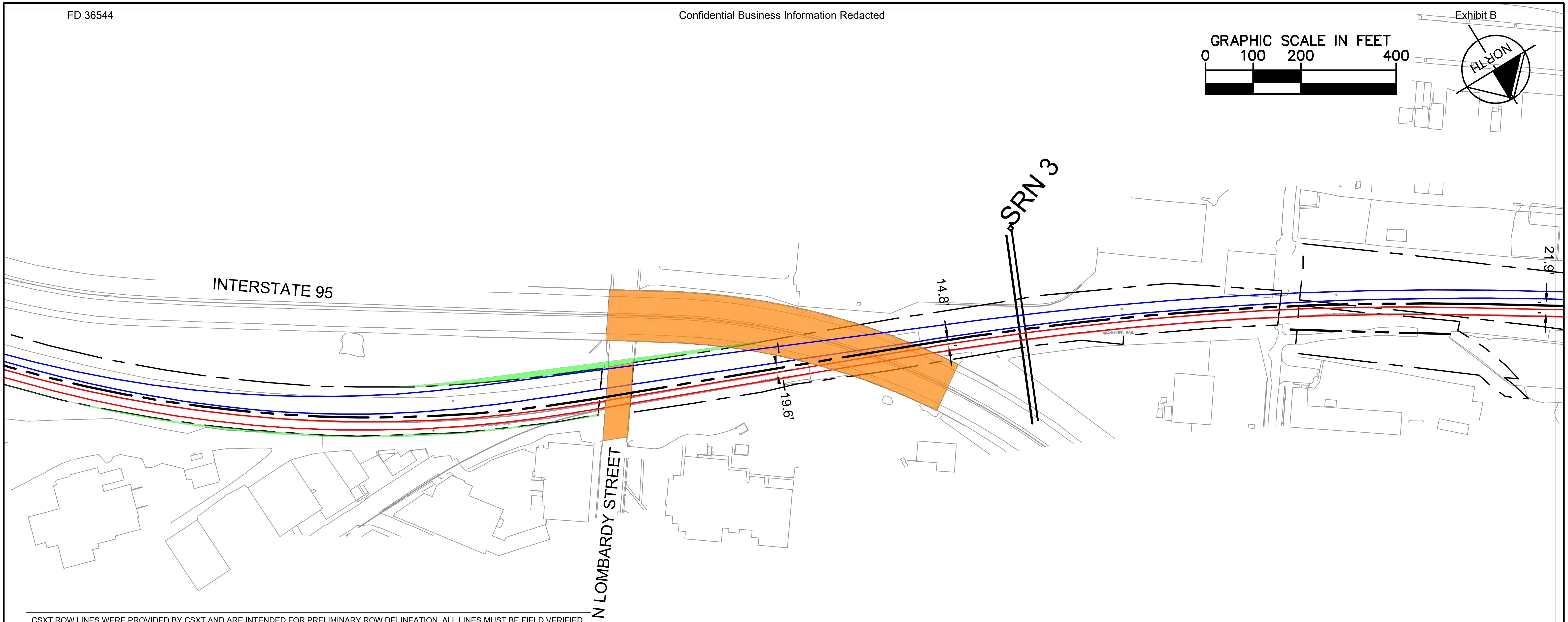

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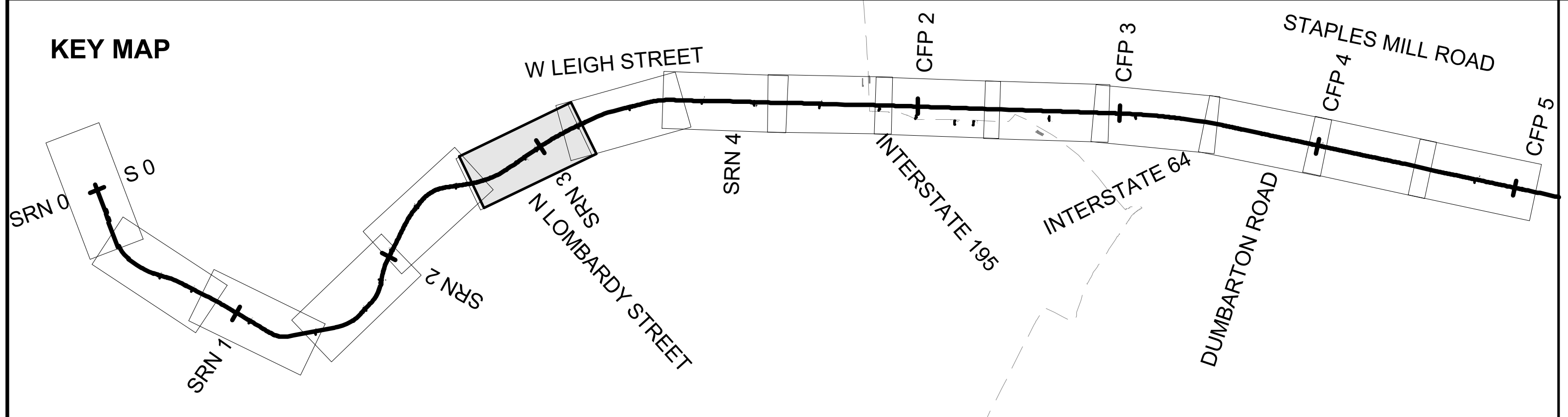

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04663

DATE: 3/19/2021

SHEET
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OF
EV-283

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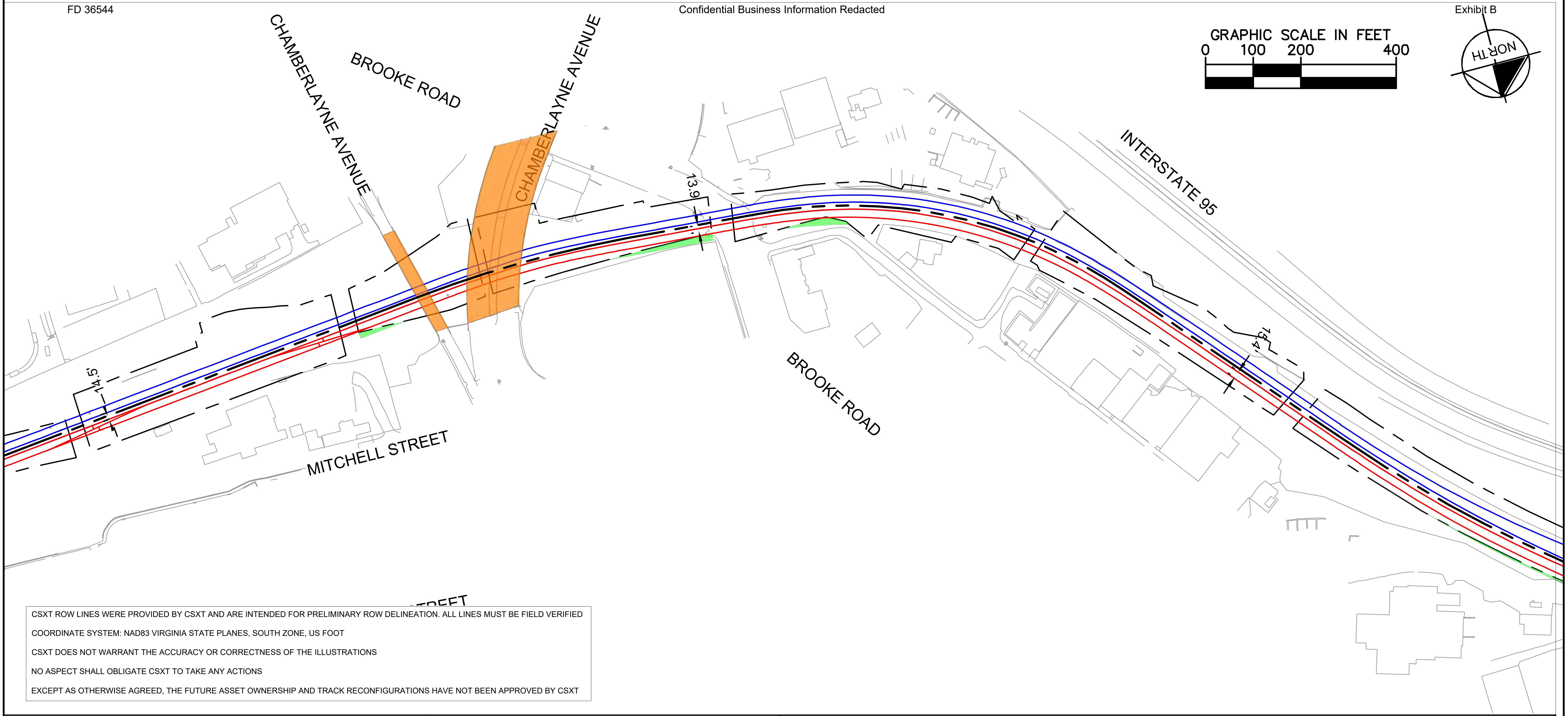

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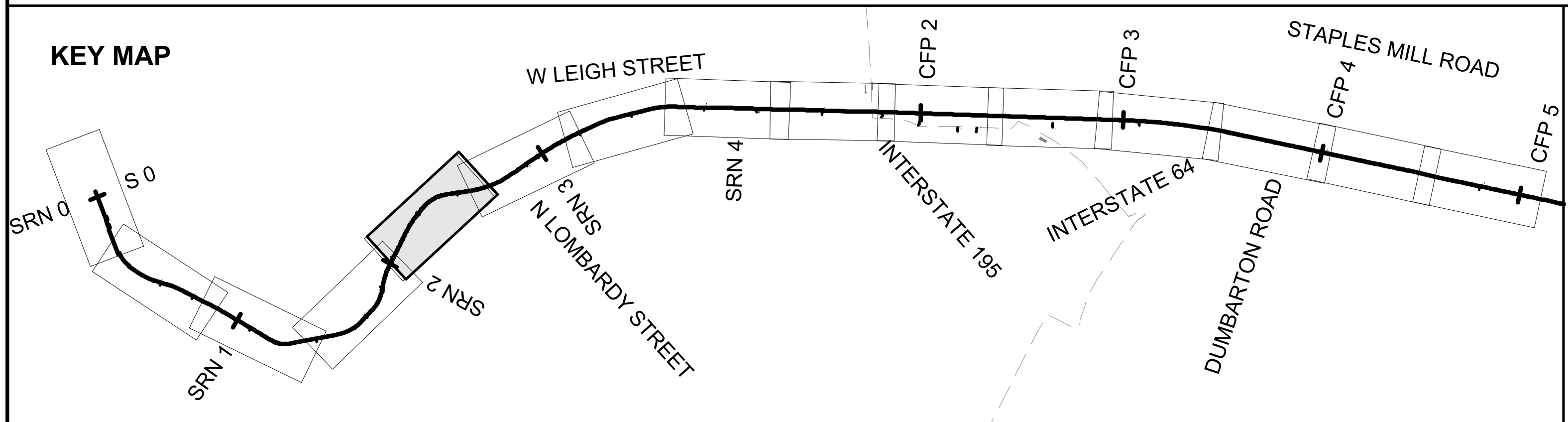

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
▬ ▬	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04663

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-226
OF
EV-283

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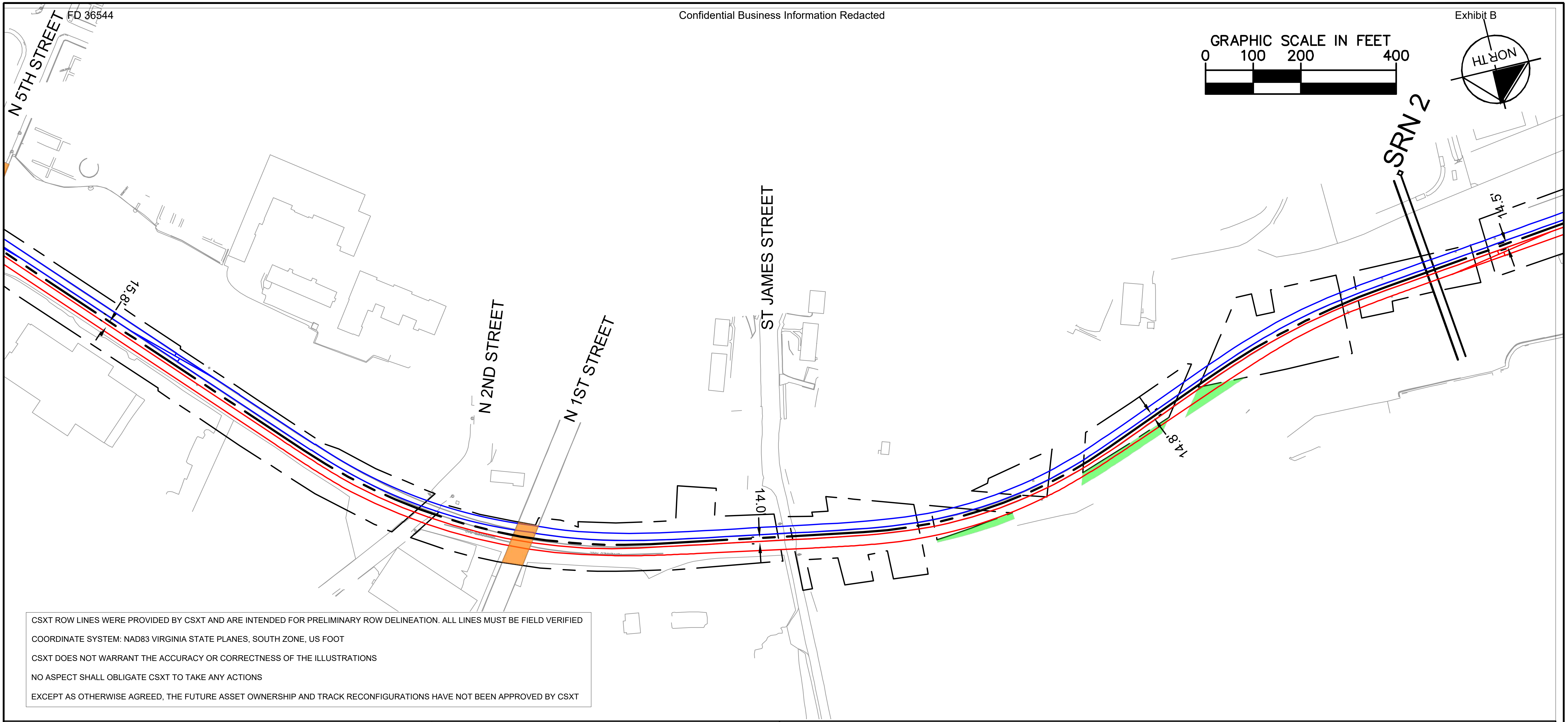

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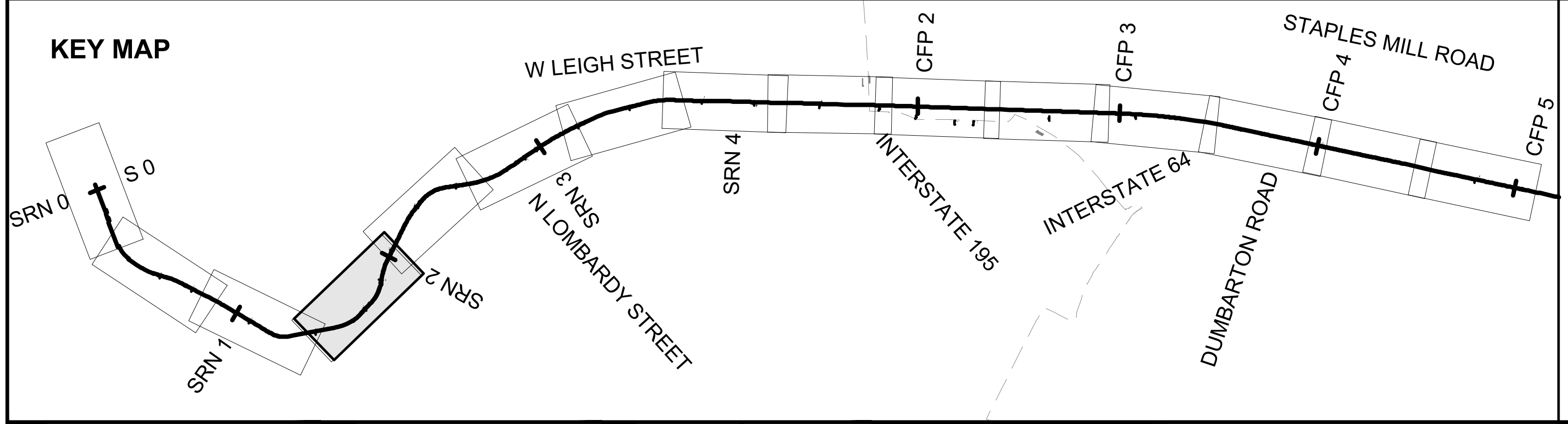

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04664

DATE: 3/19/2021

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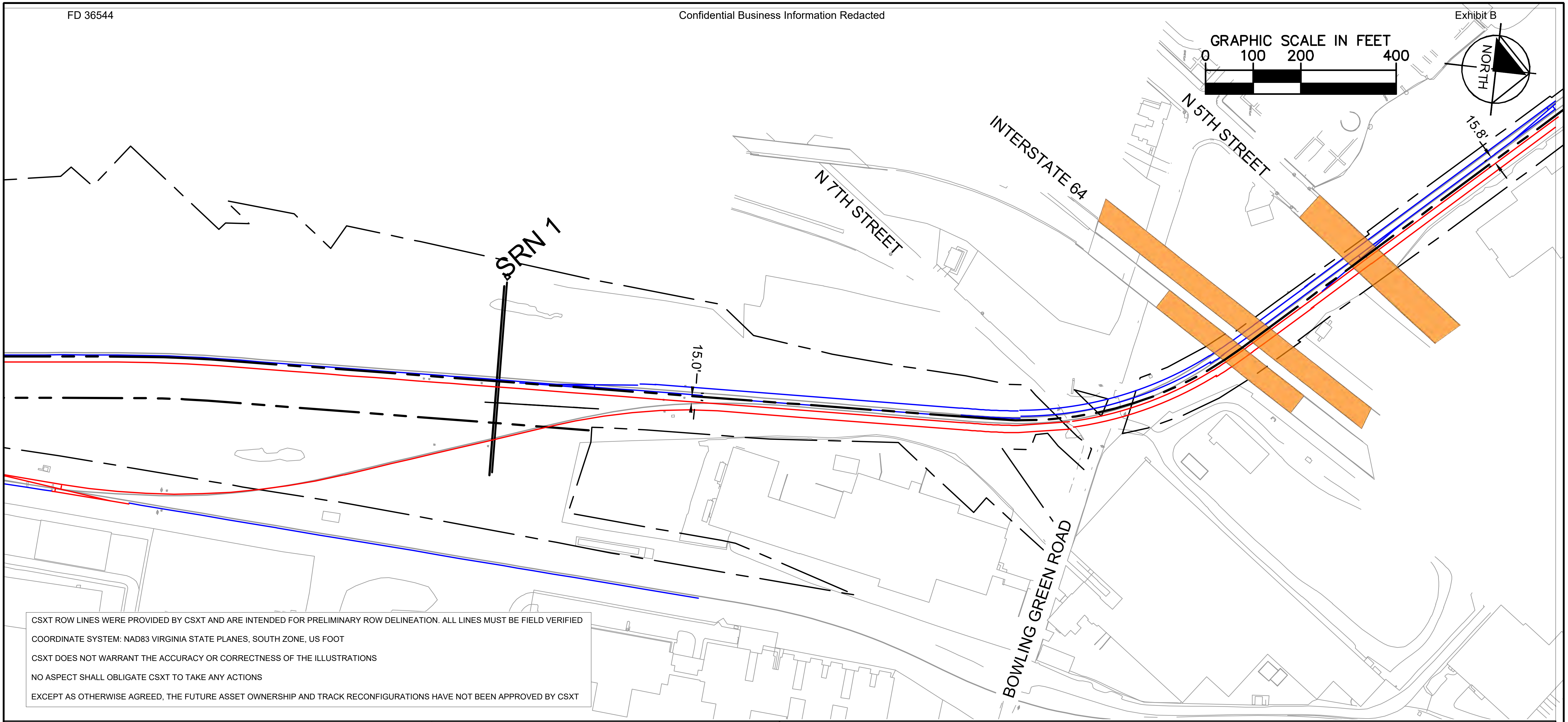
Exhibit B



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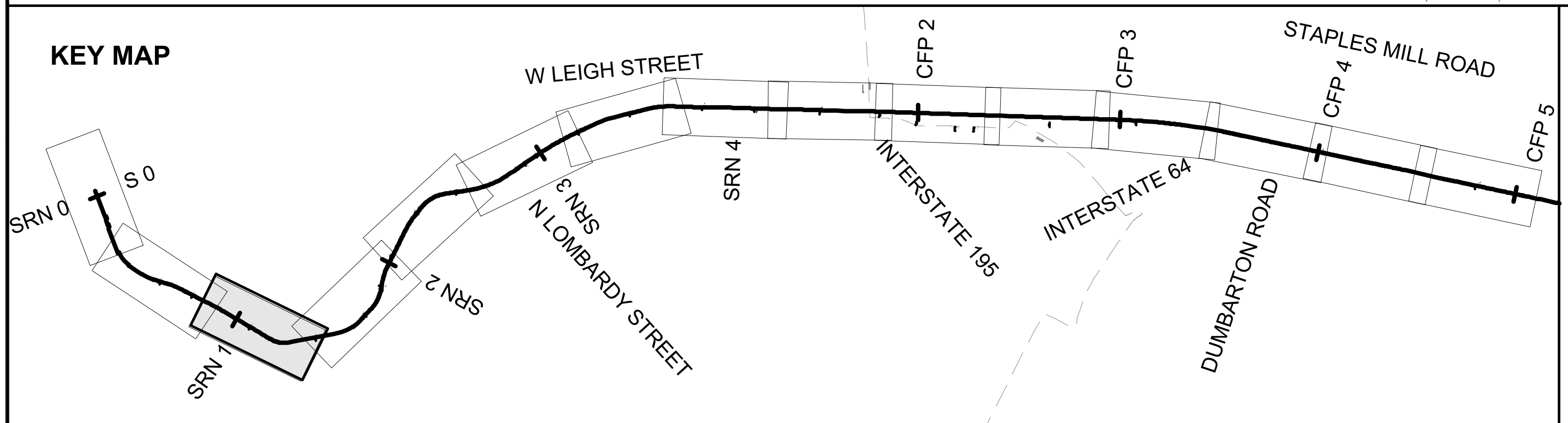

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V13099
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-228
OF
EV-283

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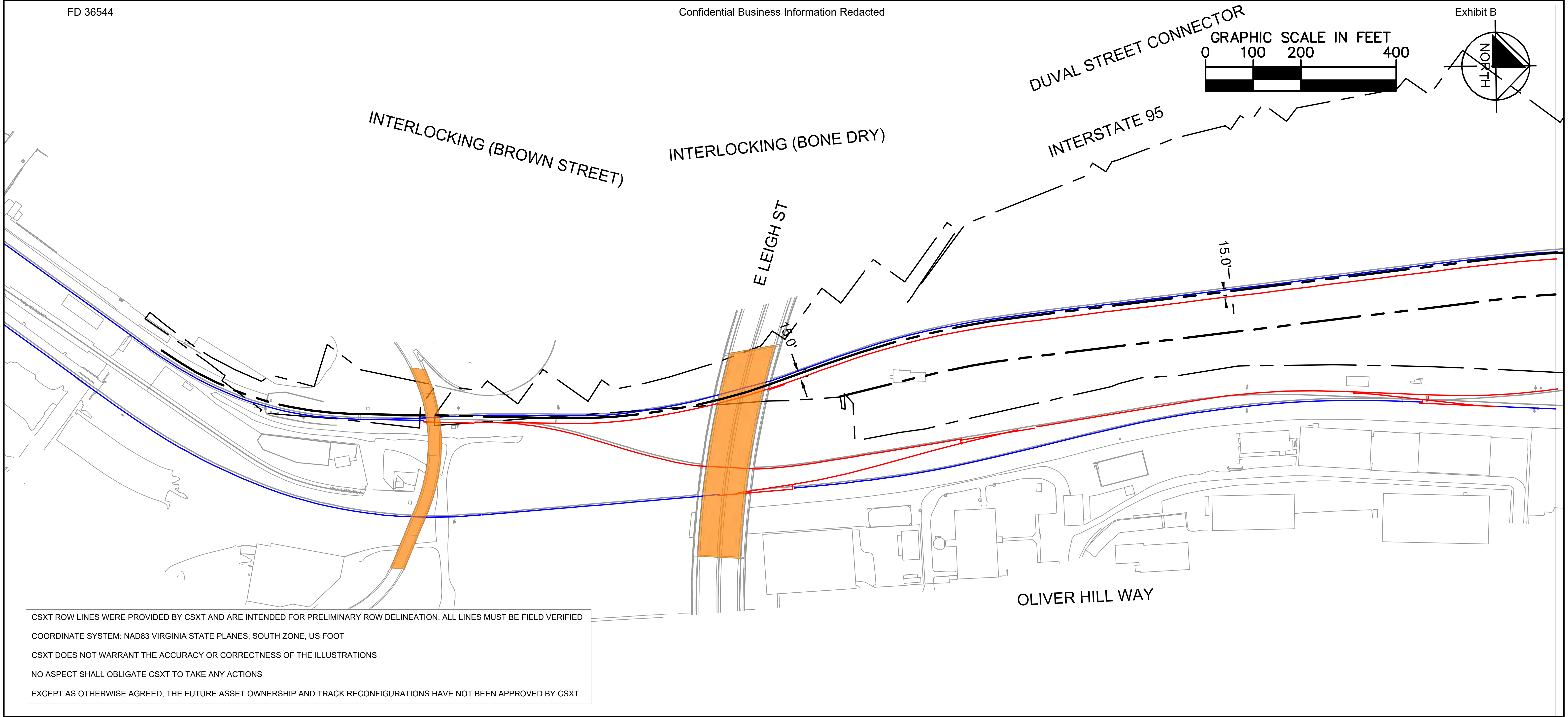
Exhibit B



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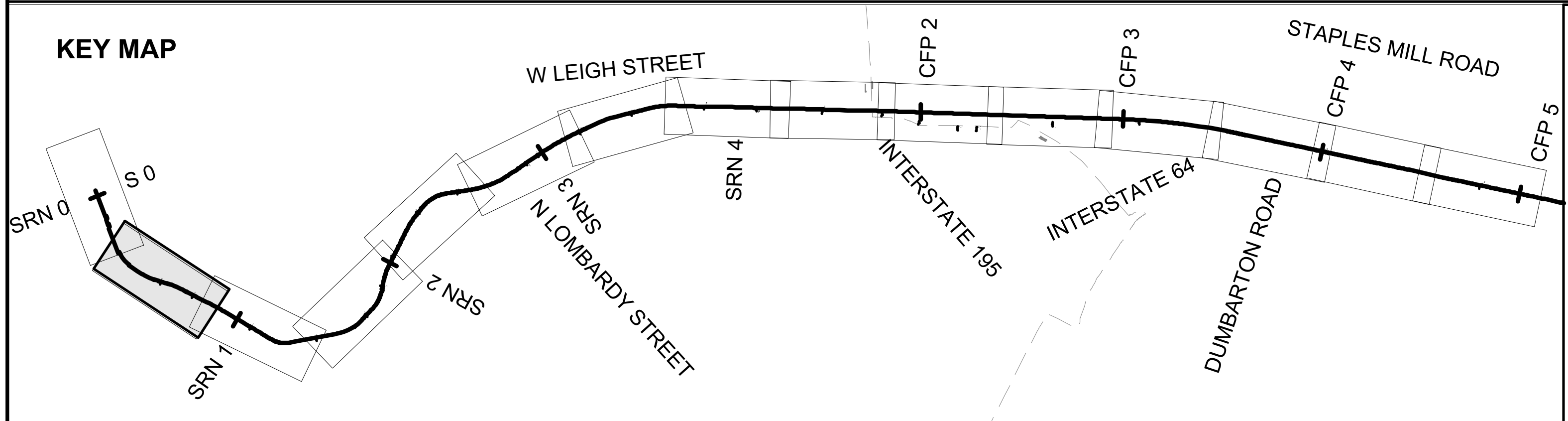

━ (red)	DRPT TRACK	🟥	DRPT BRIDGE
━ (blue)	CSXT TRACK	🟦	CSXT BRIDGE
— — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04666
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-229
OF
EV-283

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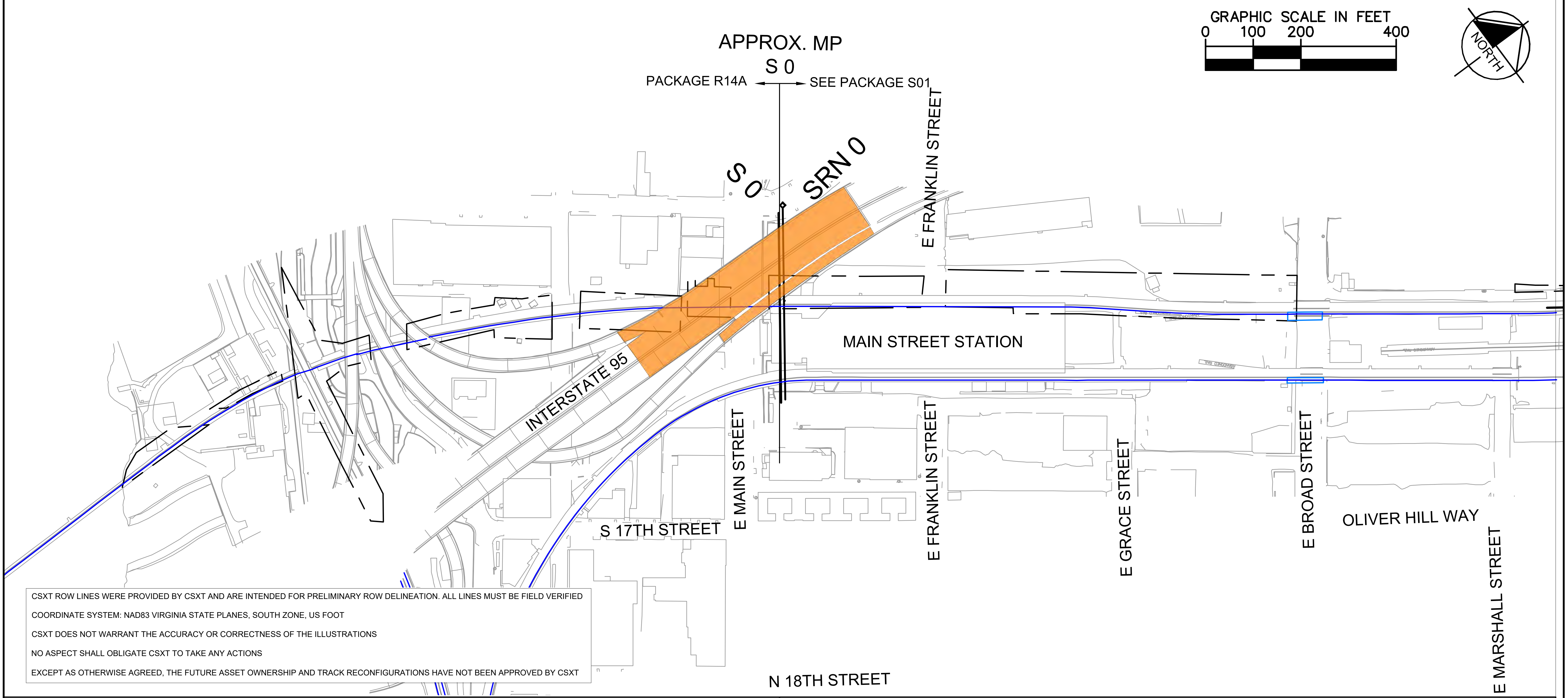

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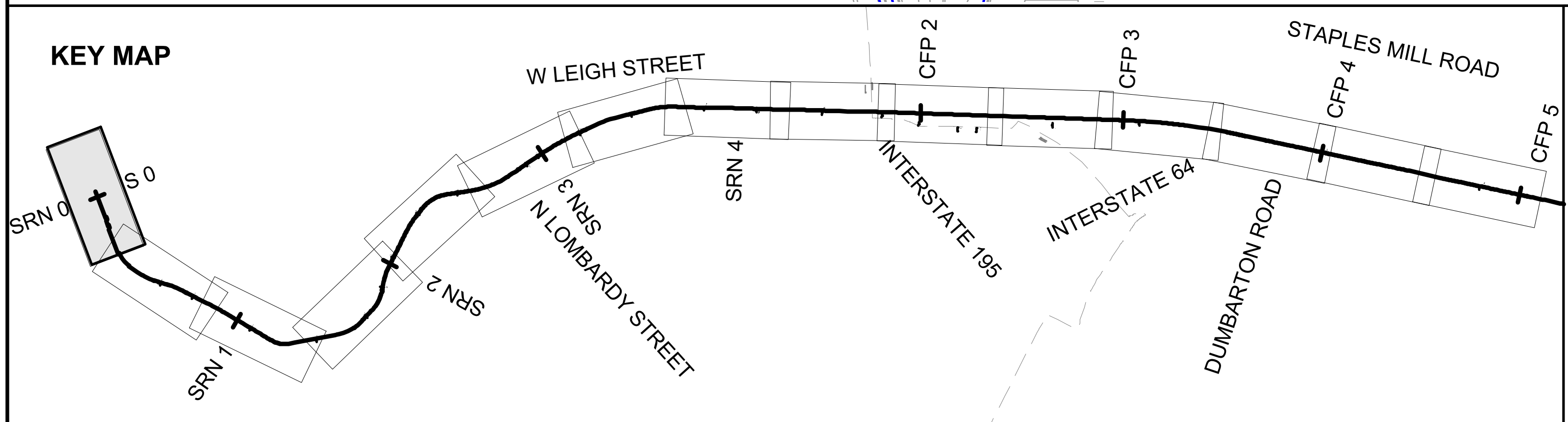

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

CSX How tomorrow moves DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

R14A-EAST ACCA YARD BYPASS

CSXT VAL MAP:V04666

DATE: 3/19/2021

Kimley»Horn

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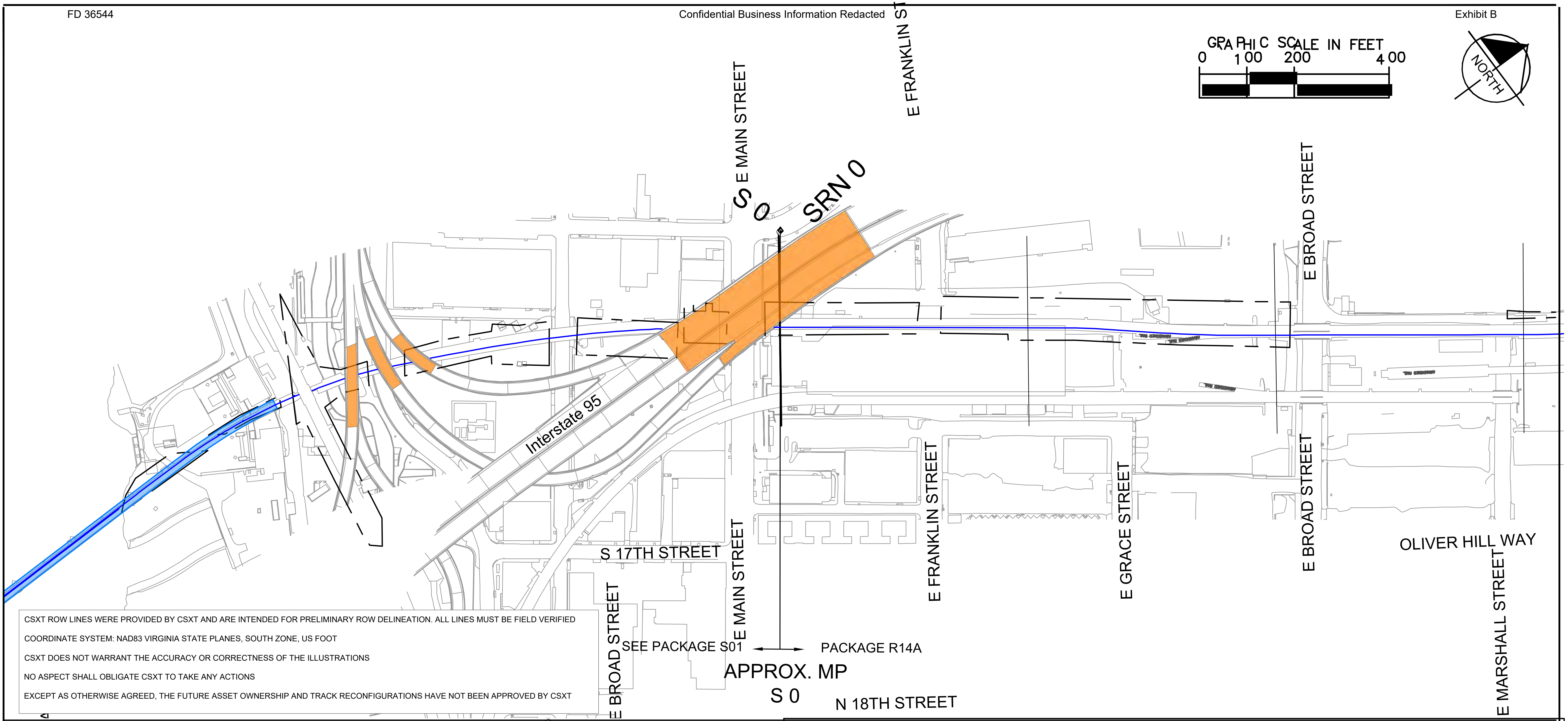
Exhibit B



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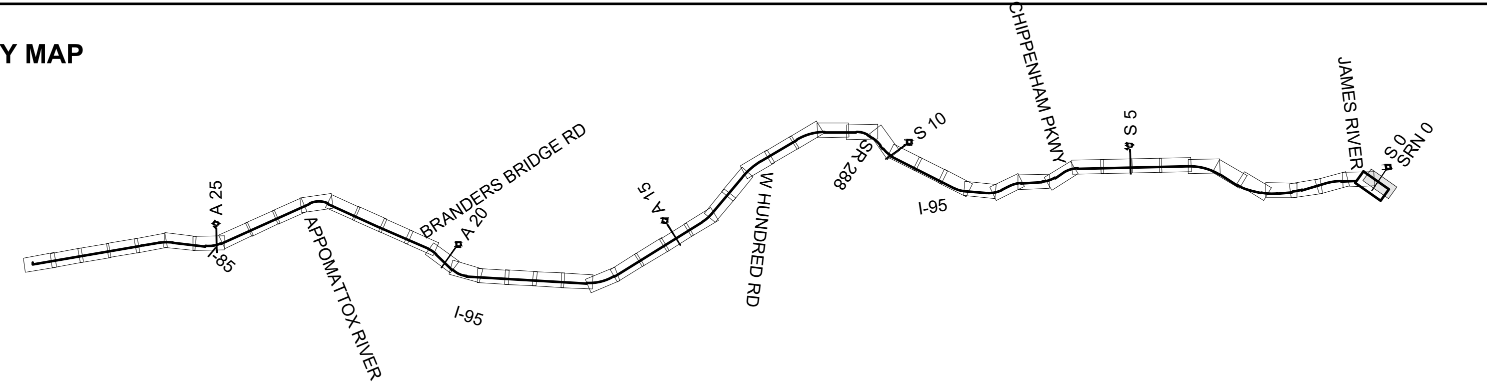

🟥 line	DRPT TRACK
🟦 line	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
▨	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04670

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-231
OF
EV-283

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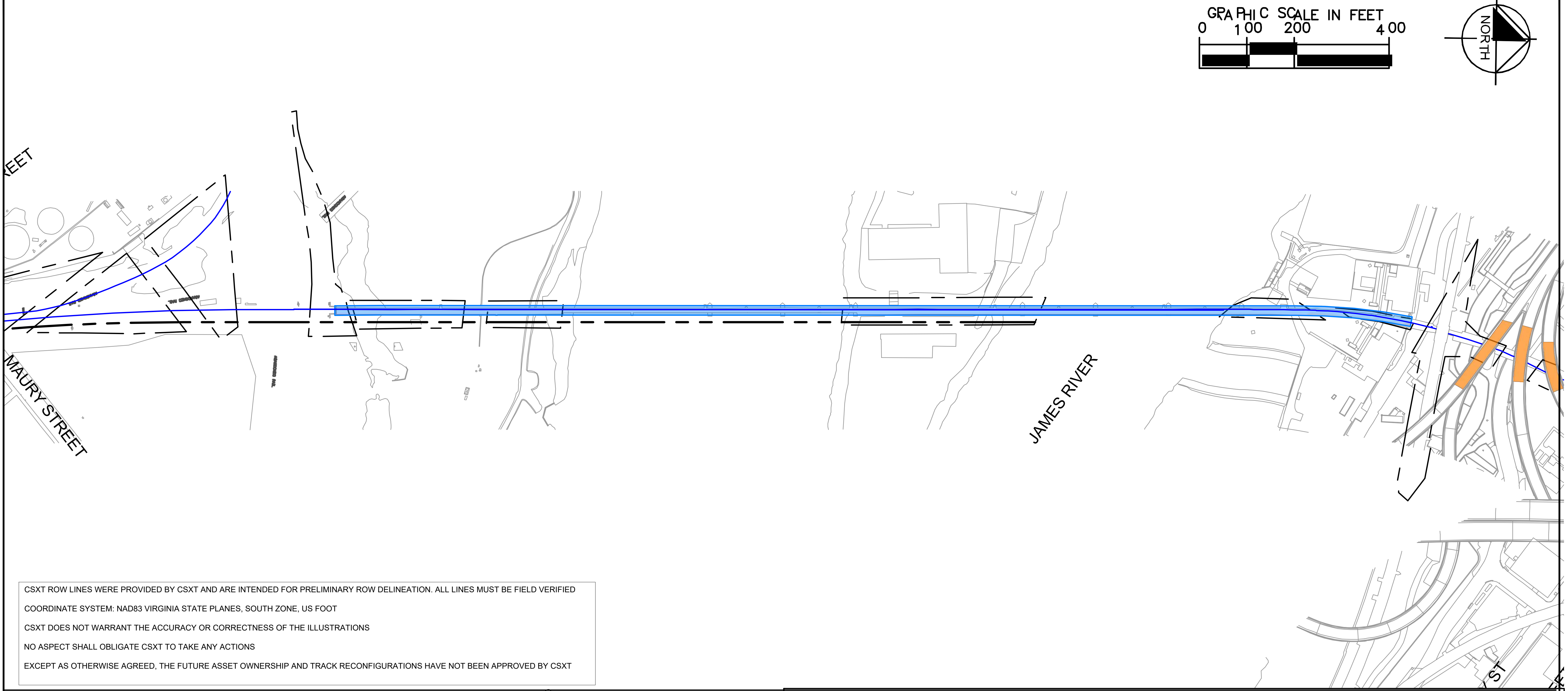
Exhibit B



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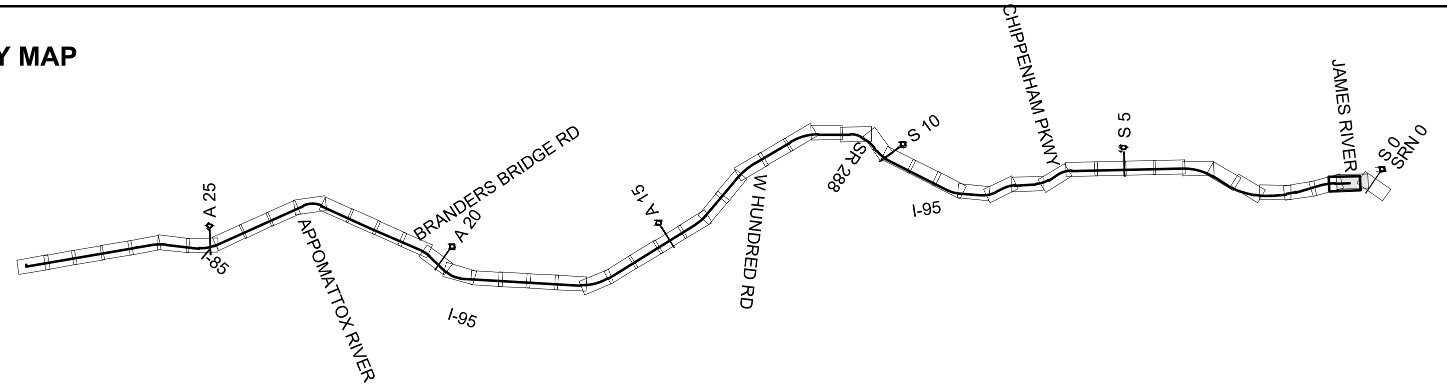

───	DRPT TRACK	🟥	DRPT BRIDGE
───	CSXT TRACK	🟦	CSXT BRIDGE
━ ━ - ━	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
───	RETAINING WALL		

JURISDICTION: City of Richmond

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04670
DATE: 3/19/2021

SHEET
EV-232
OF
EV-283

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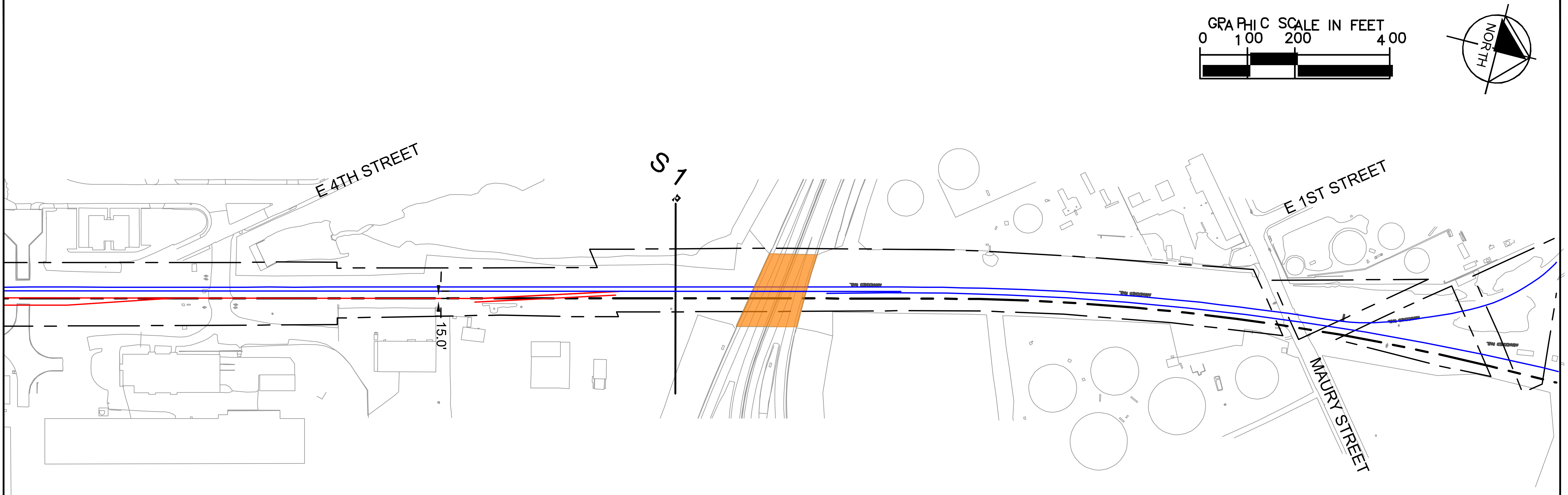

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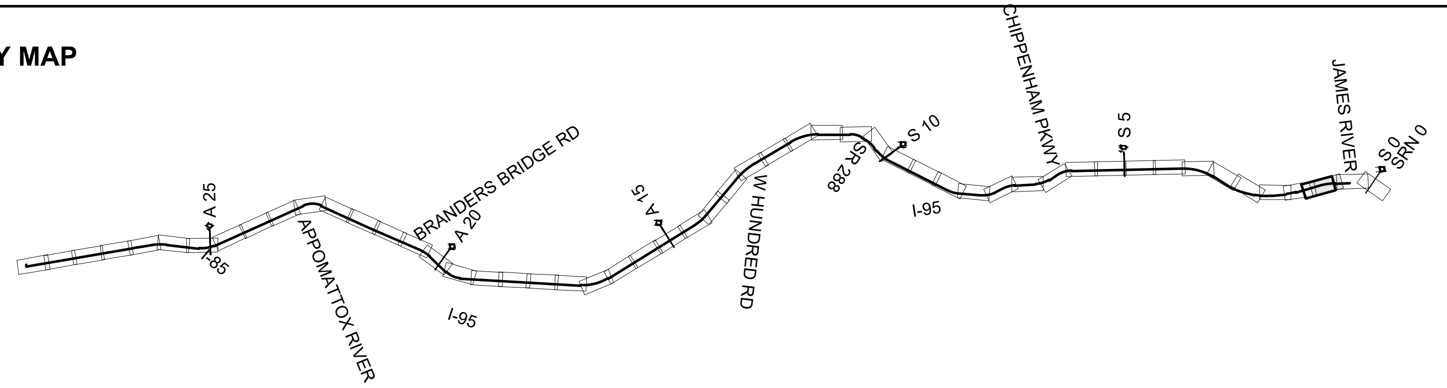

───	DRPT TRACK	🟥	DRPT BRIDGE
───	CSXT TRACK	🟦	CSXT BRIDGE
━ ━ ━	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
───	RETAINING WALL		

JURISDICTION: City of Richmond

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04671

DATE: 3/19/2021

SHEET EV-233 OF EV-283

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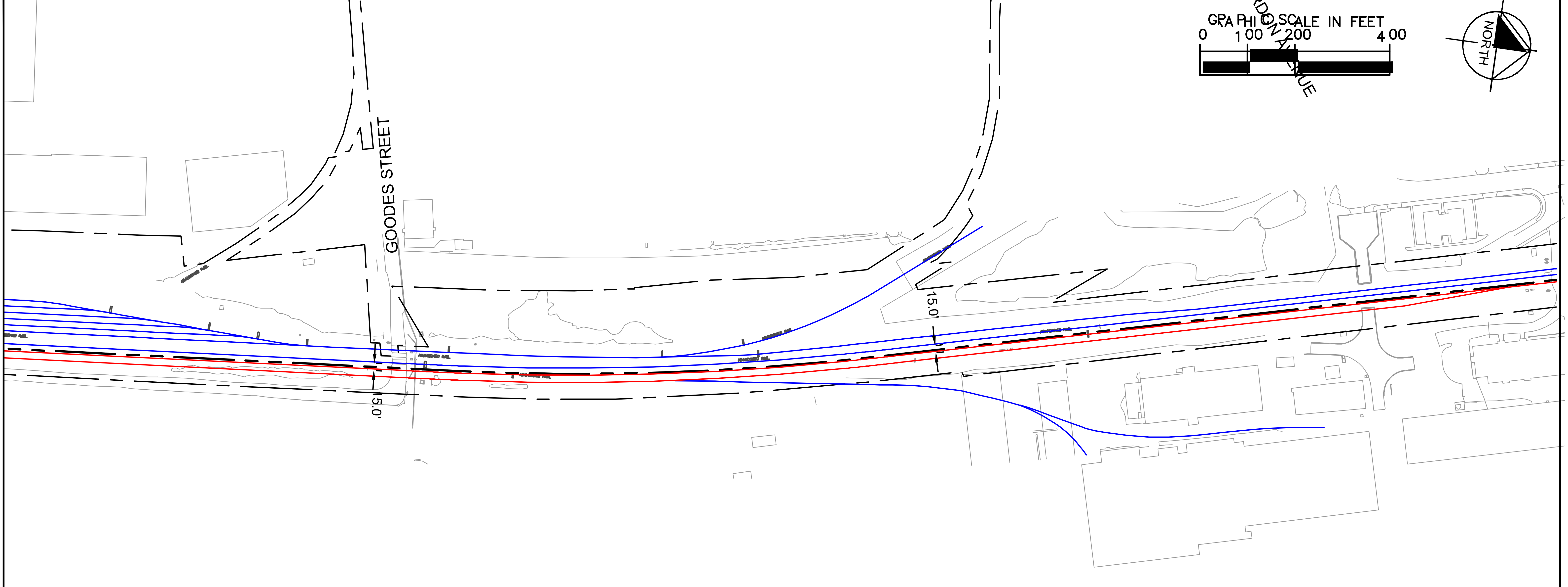
Exhibit B



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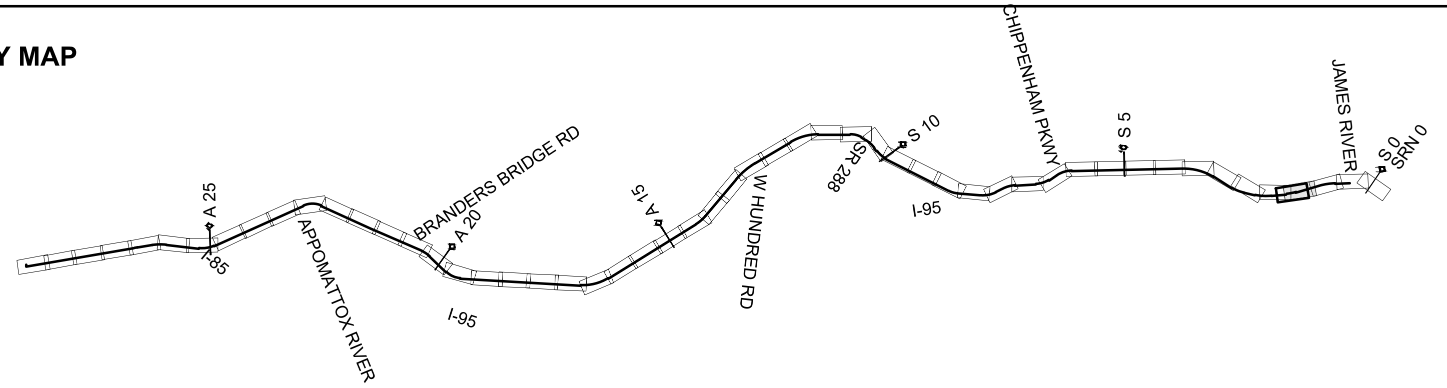

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
▬ ▪ ▬	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04671
DATE: 3/19/2021

Kimley»Horn

SHEET
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EV-283

Mar. 19 2021 11:57 am K:\VWA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\OLD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney Gratt

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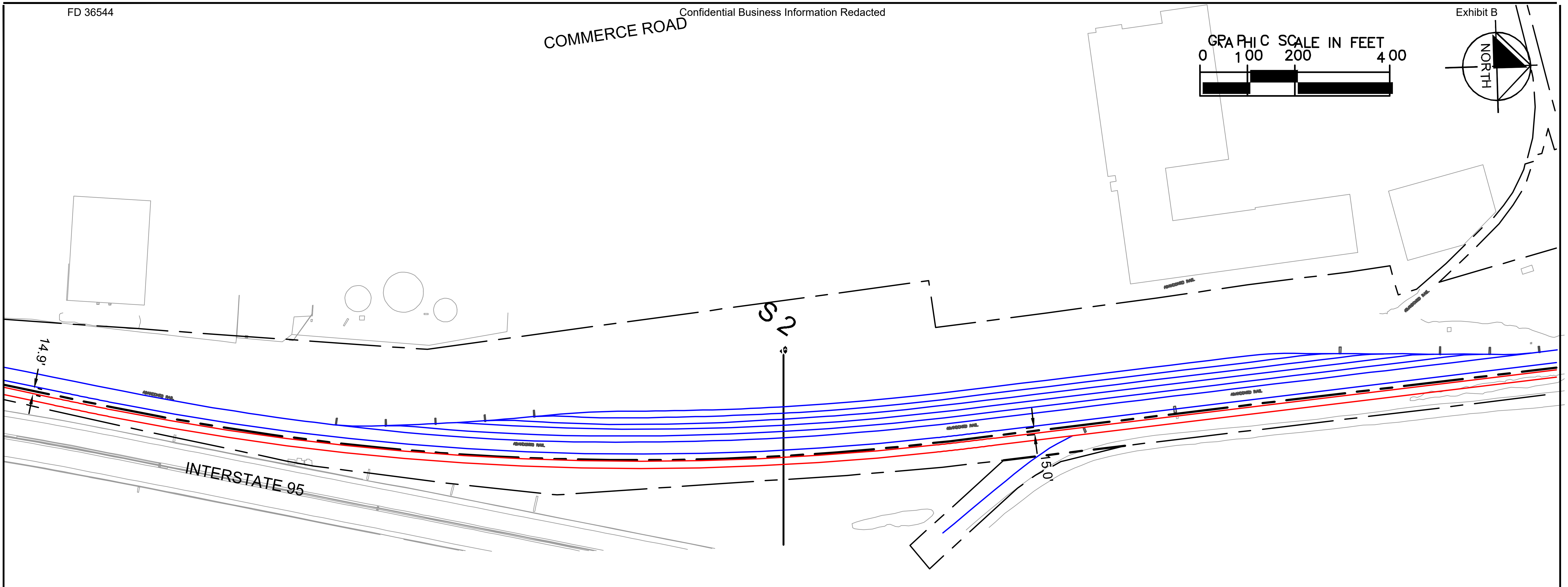

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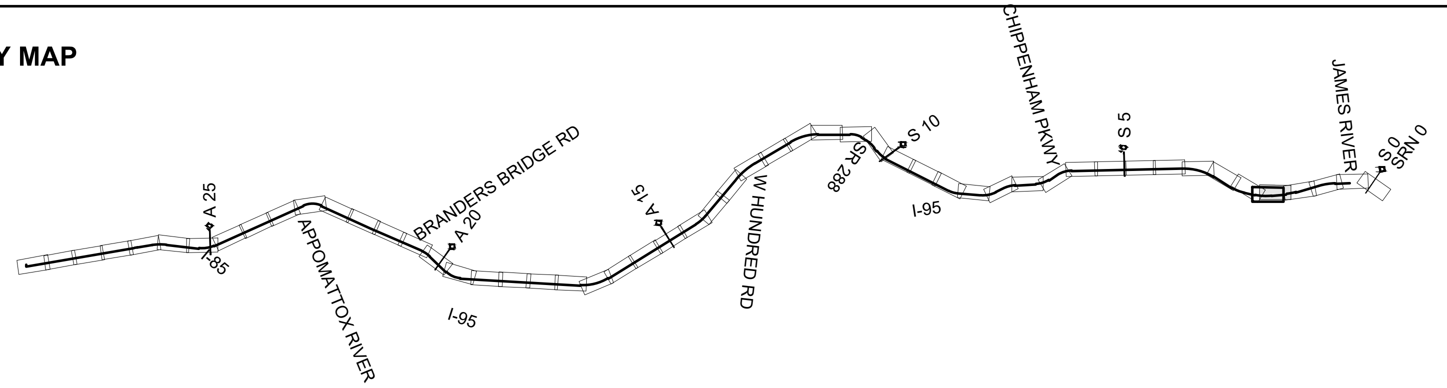


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

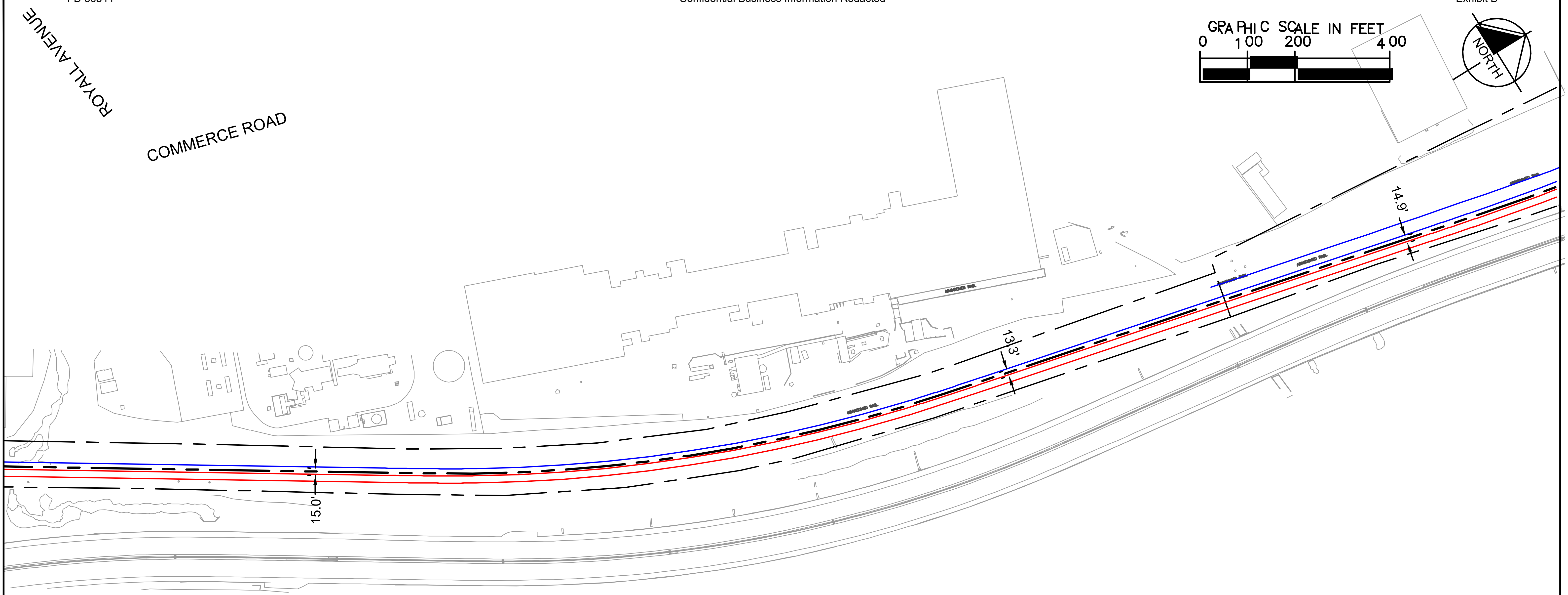
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04672

DATE: 3/19/2021

SHEET
EV-235
OF
EV-283

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

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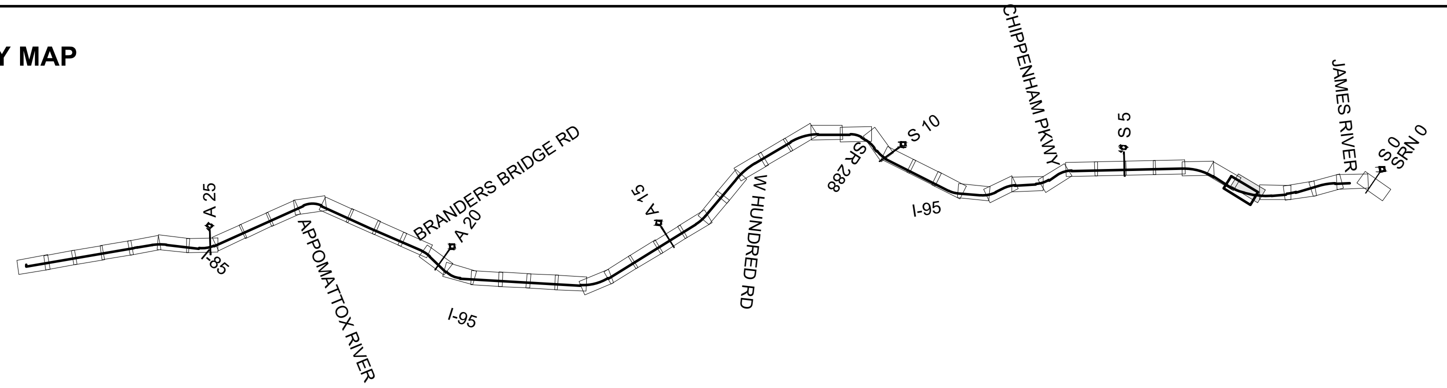
EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

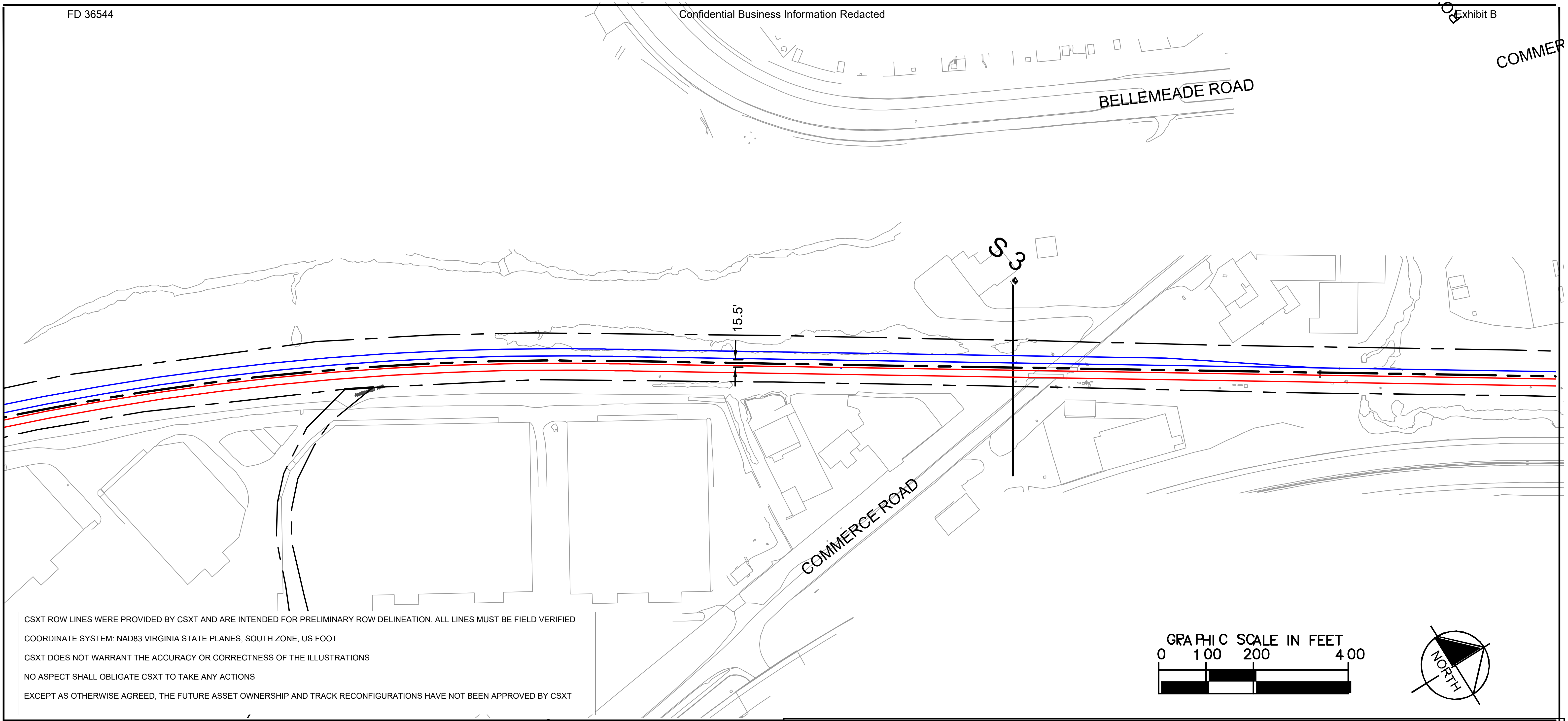
CSXT VAL MAP:V04672

DATE: 3/19/2021

SHEET
EV-236
OF
EV-283

Mar, 19 2021 11:57 am K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\WIP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x5-Ownership-Layout.dwg By: Sydney.Graff

Exhibit B



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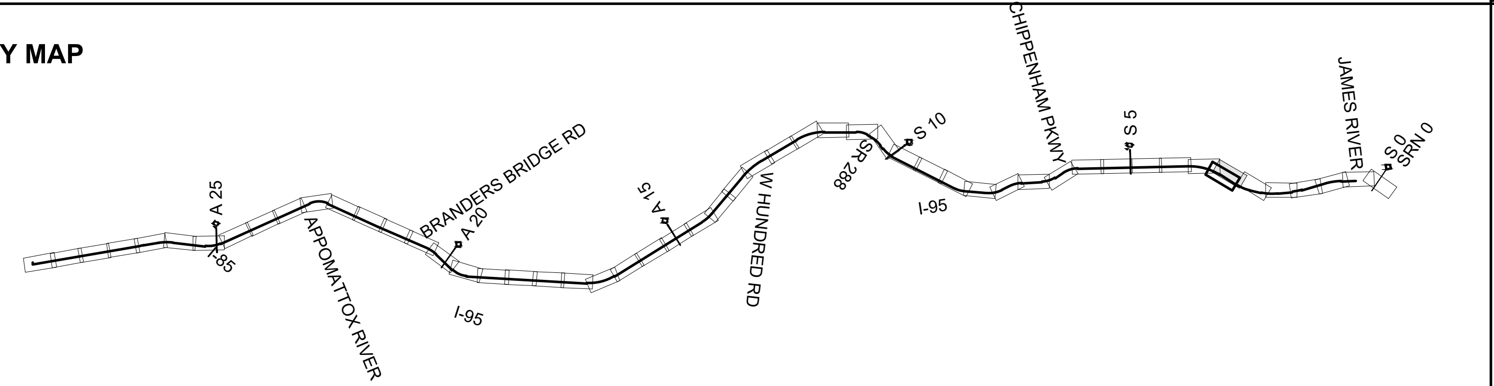


🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

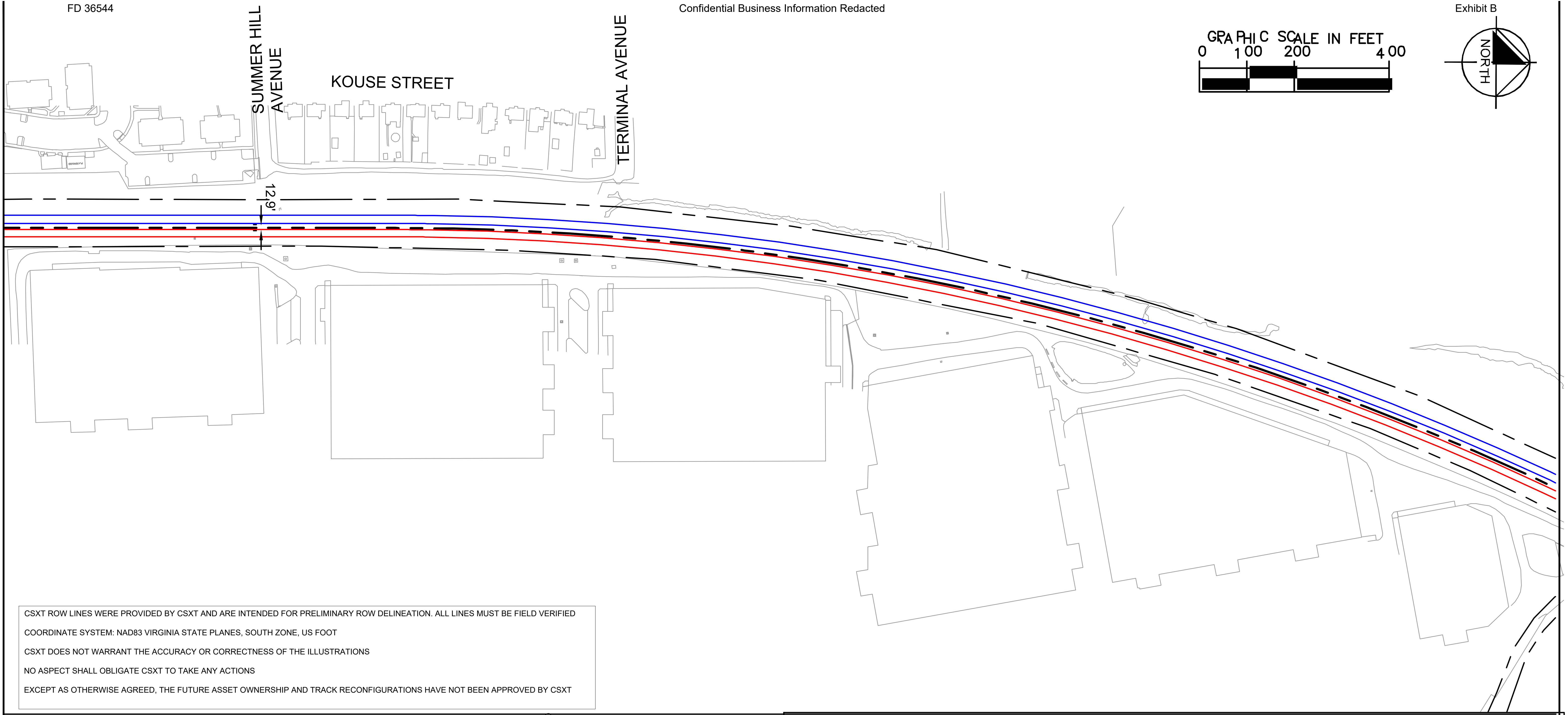
CSXT VAL MAP:V04676

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-237
OF
EV-283

Mar, 19 2021 11:57 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CADD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Grafft



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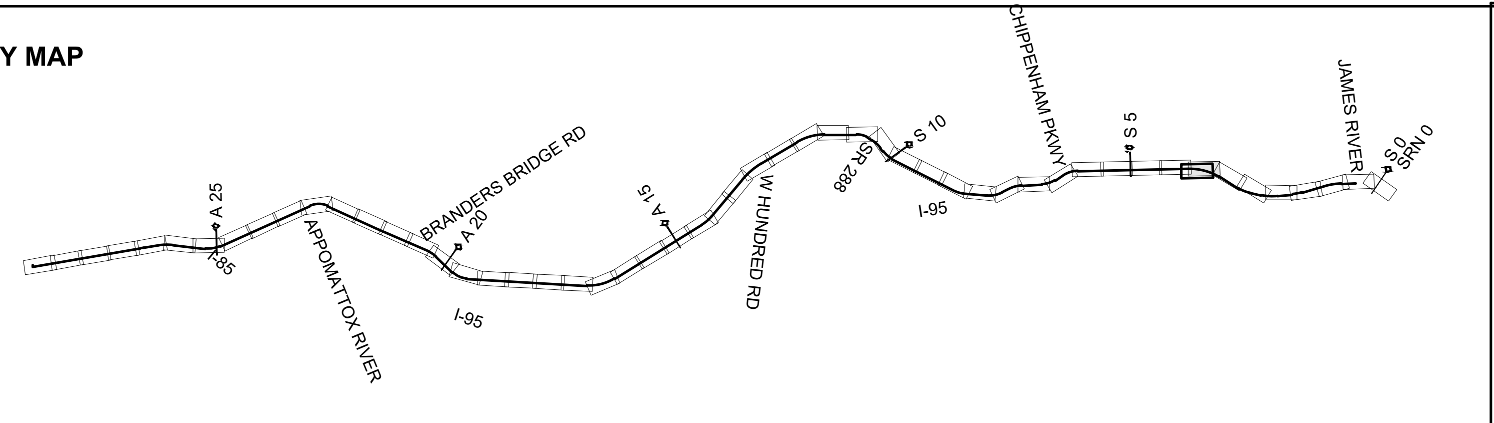

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — · — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/19/2021

Kimley»Horn

FD 36544

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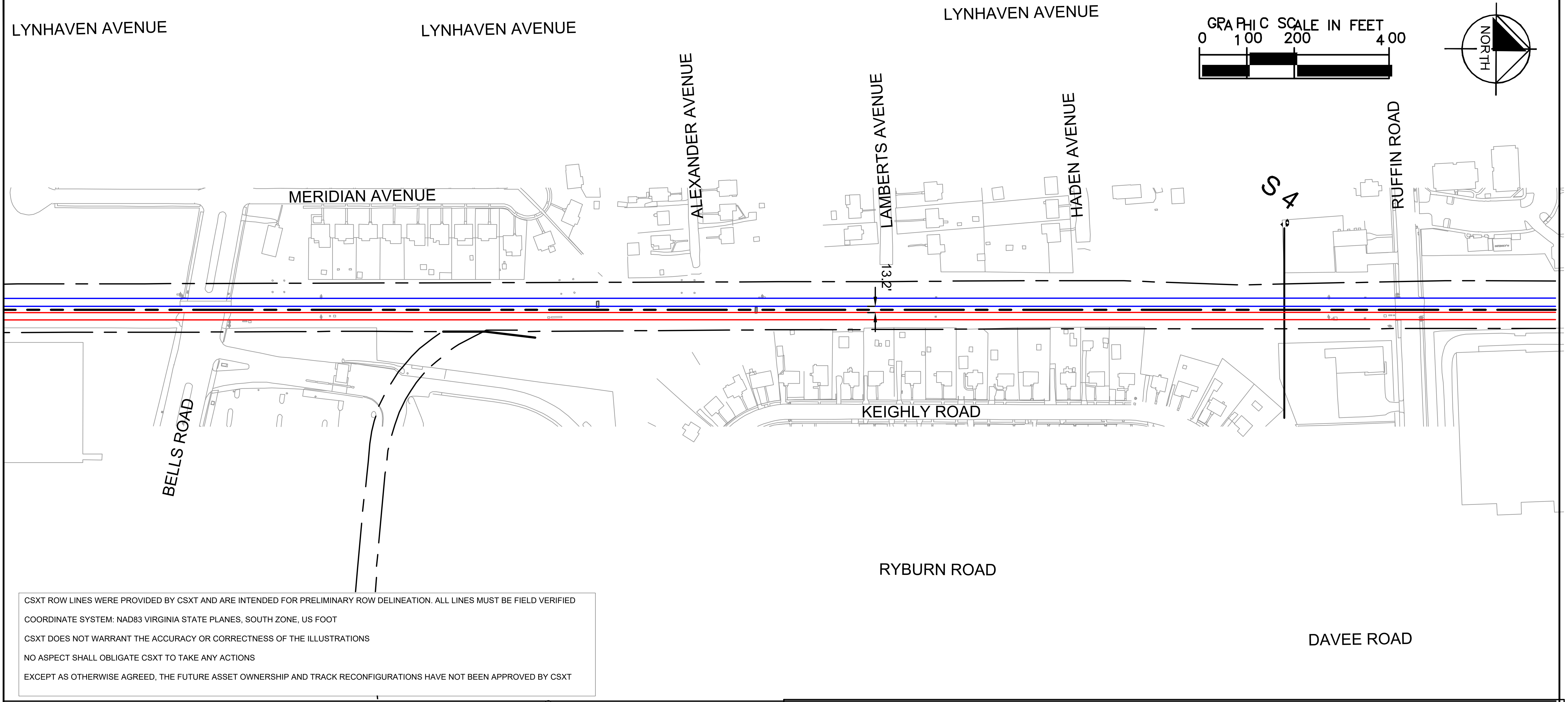
Exhibit B



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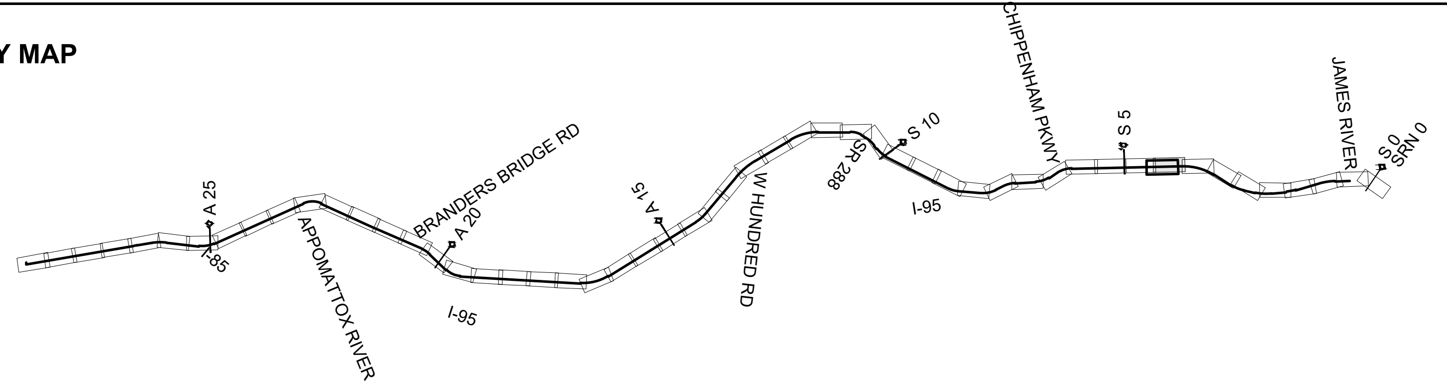

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-239
OF
EV-283

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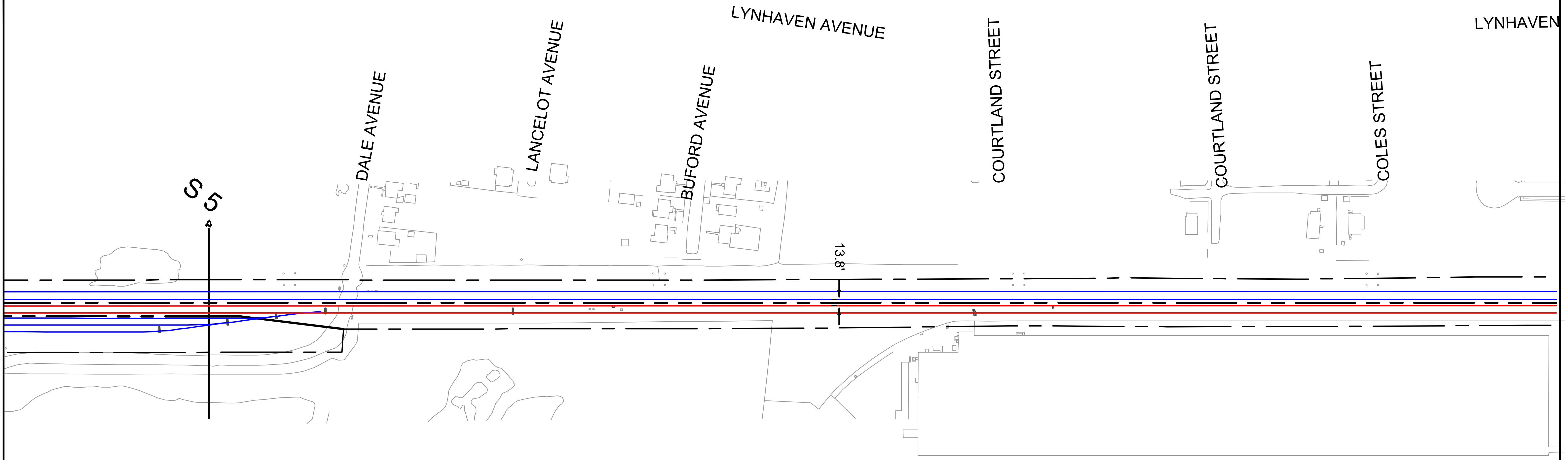

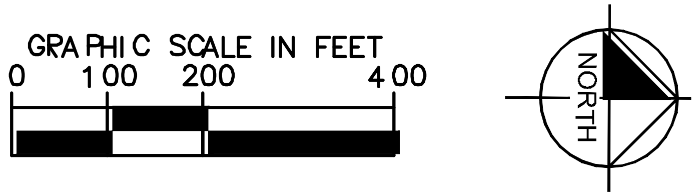

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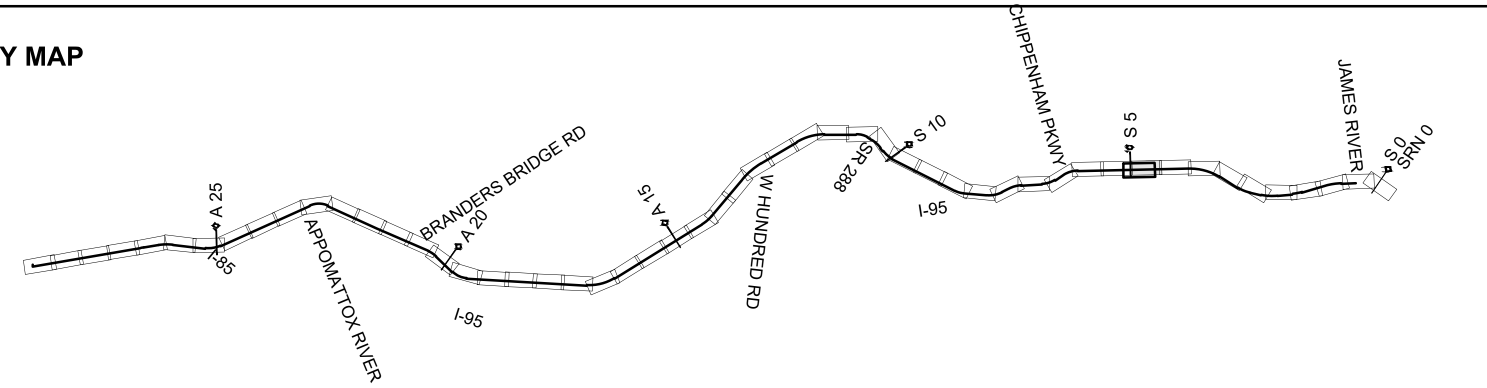


━ (red)	DRPT TRACK
━ (blue)	CSXT TRACK
━ ━ ━	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
━━	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: City of Richmond/Chesterfield County

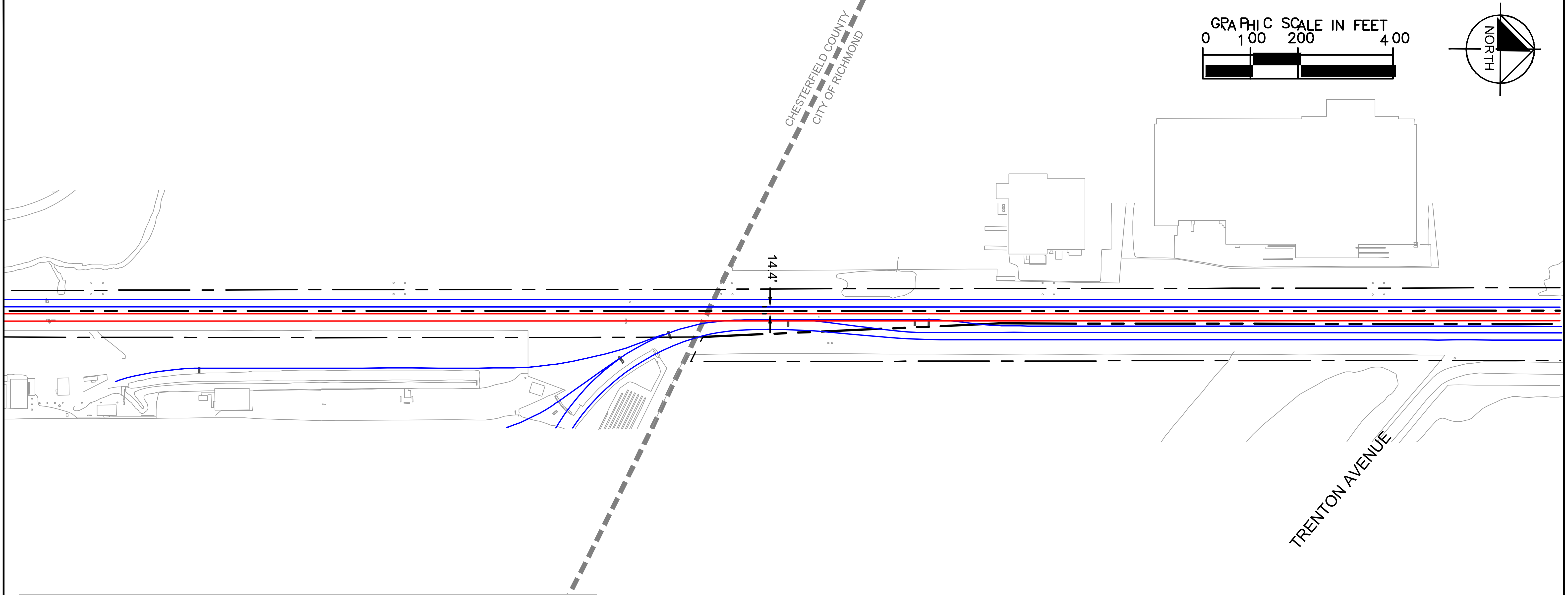
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676

DATE: 3/19/2021

SHEET
EV-240
OF
EV-283

Exhibit B



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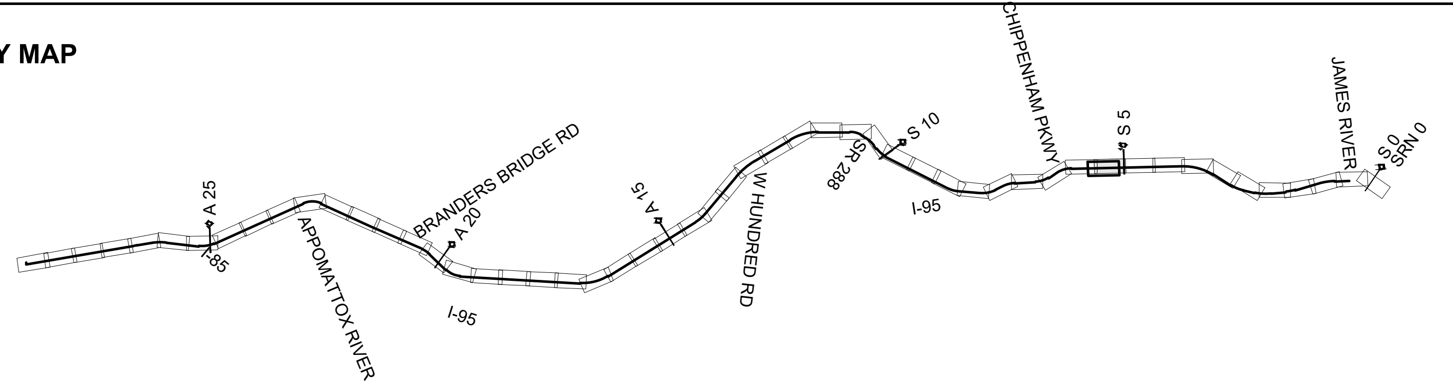

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
—·—·—	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—·—	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-241
OF
EV-283

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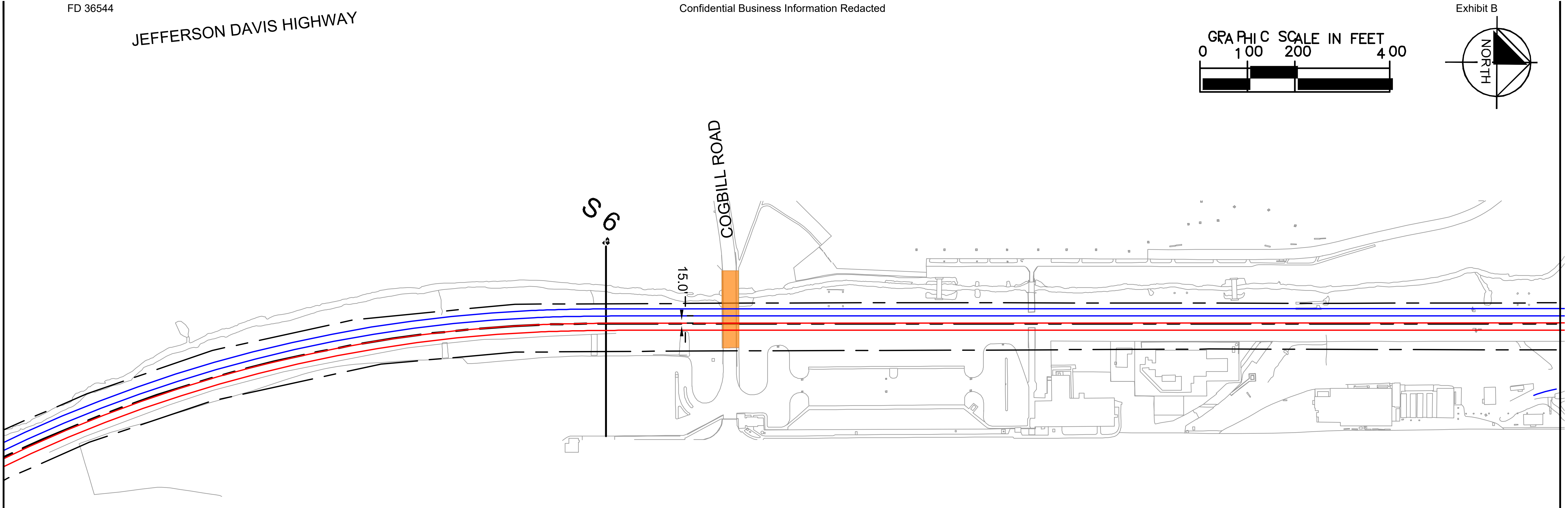

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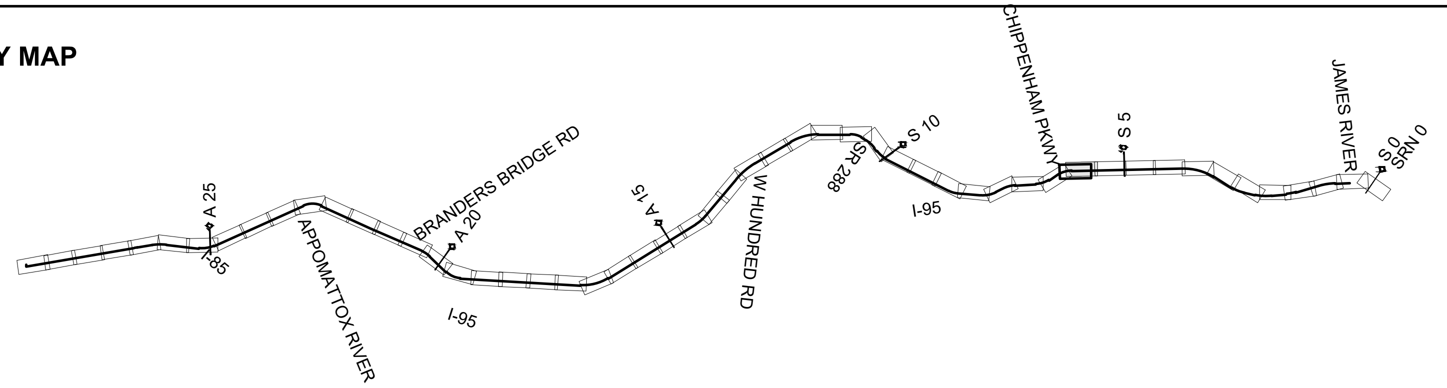

🟥	DRPT TRACK
🟦	CSXT TRACK
— - - —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: City of Richmond/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04676
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-242
OF
EV-283

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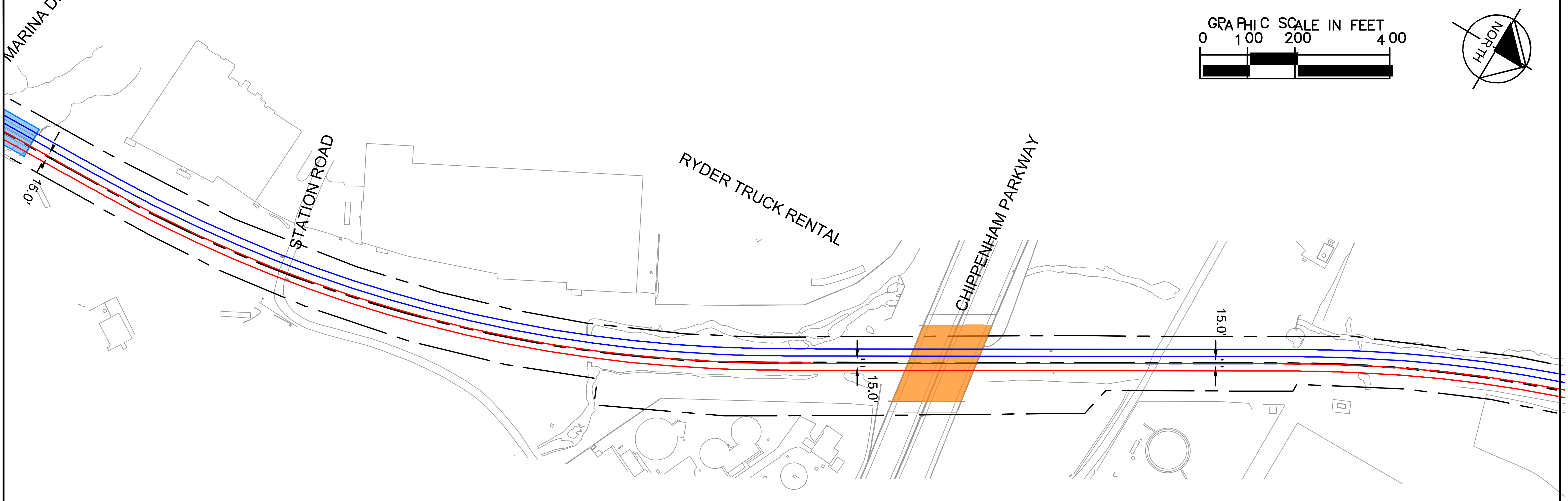

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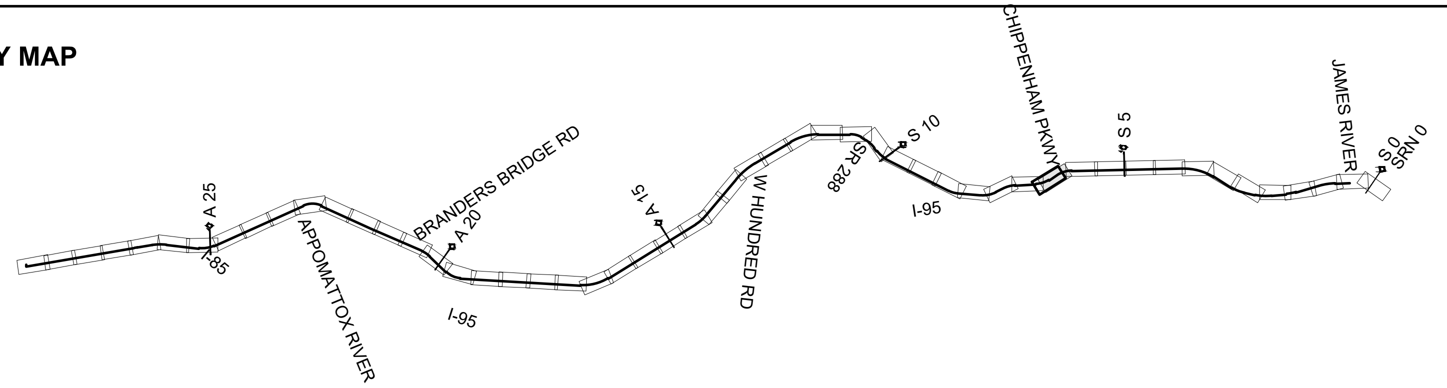

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04680

DATE: 3/19/2021

SHEET
EV-243
OF
EV-283

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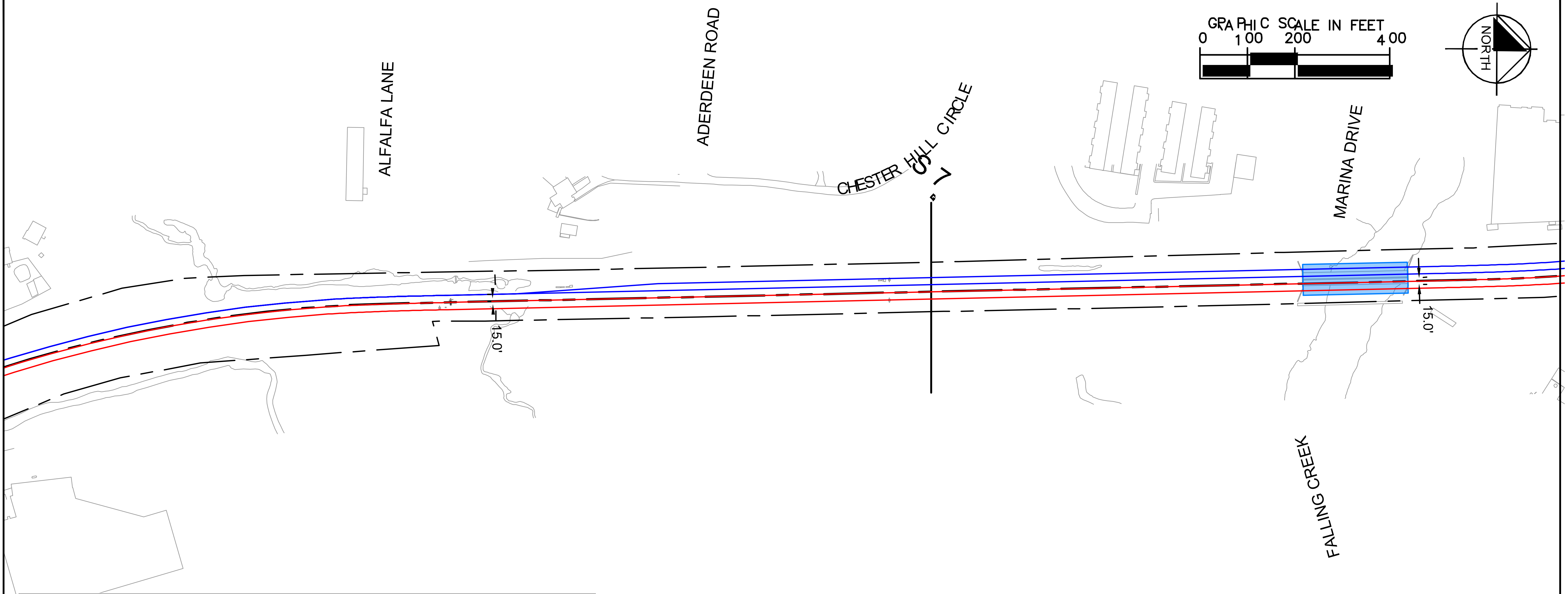
Exhibit B



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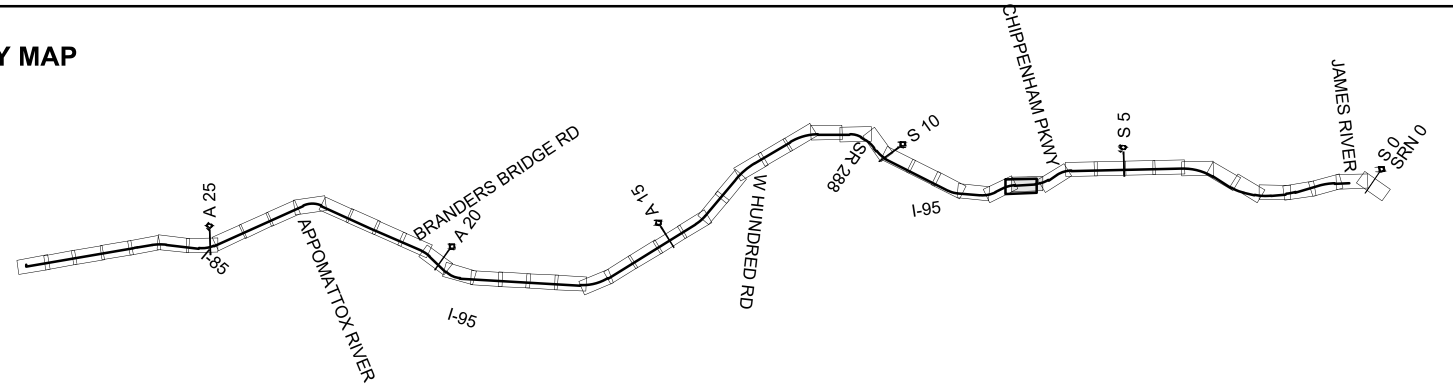

🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — - — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—— - ——	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04681

DATE: 3/19/2021

SHEET
EV-244
OF
EV-283

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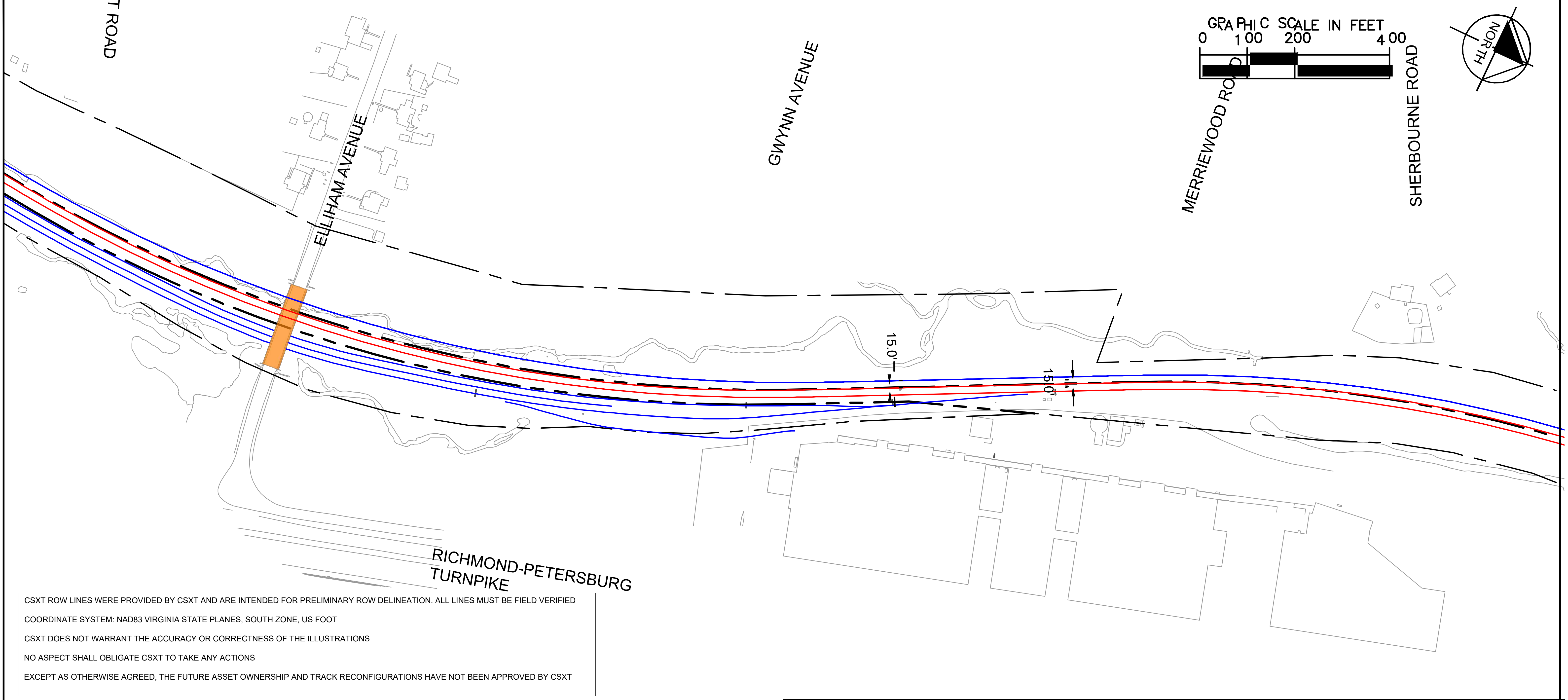

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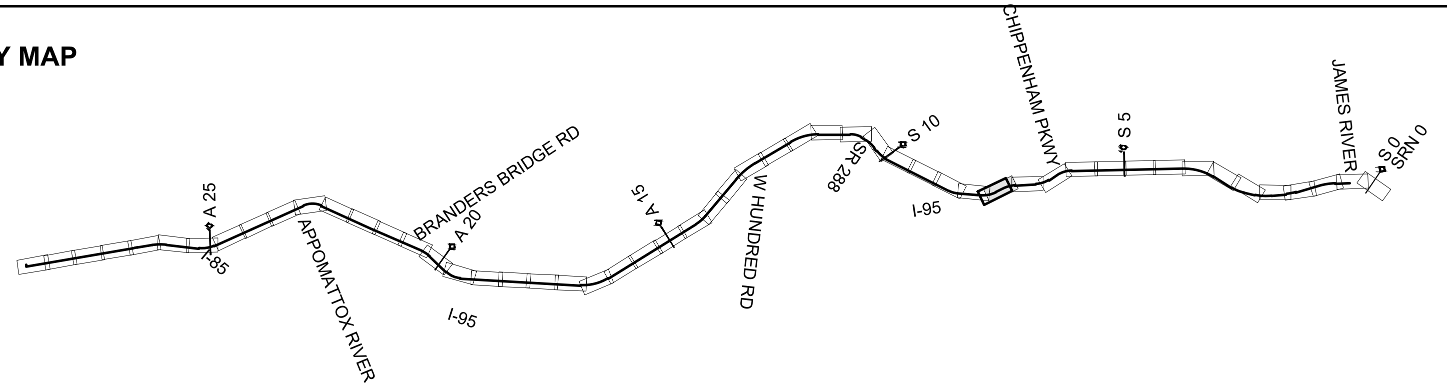

―	DRPT TRACK
―	CSXT TRACK
▬ ▬ - ▬ ▬	CSXT-DRPT DELINEATION
― - ―	CSXT ROW
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
―	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Chesterfield County

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S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04681
DATE: 3/19/2021

SHEET
EV-245
OF
EV-283

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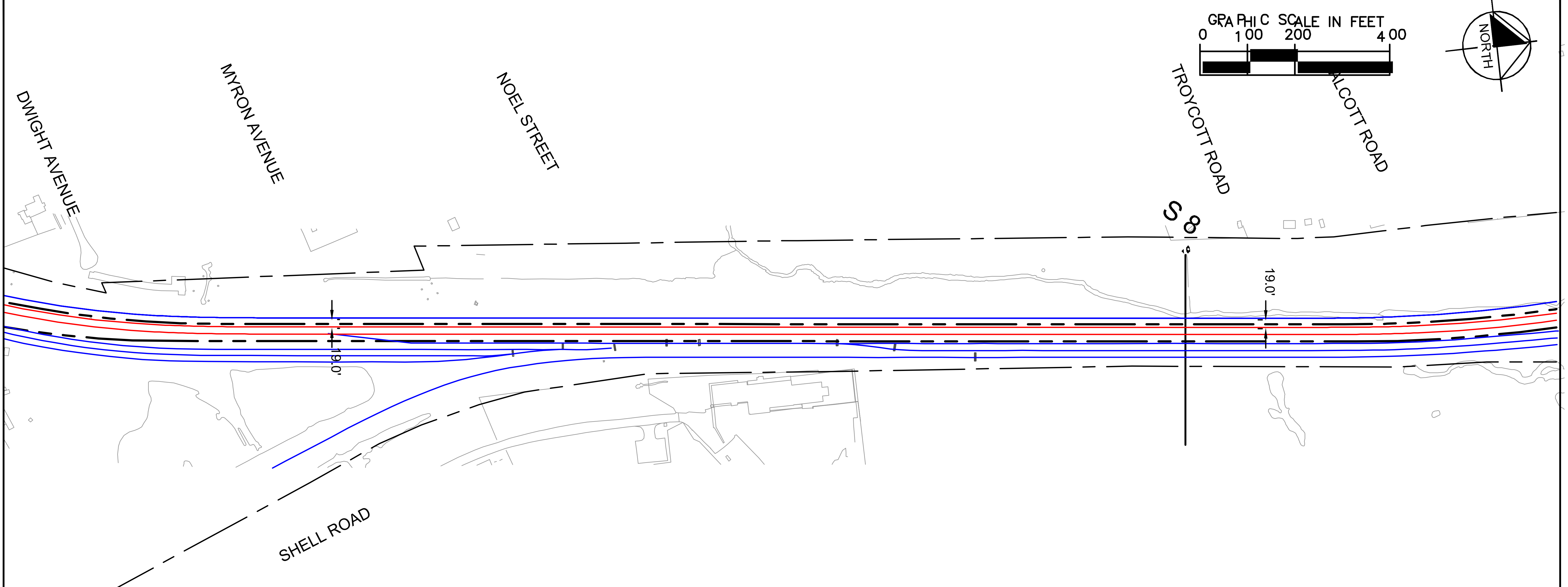

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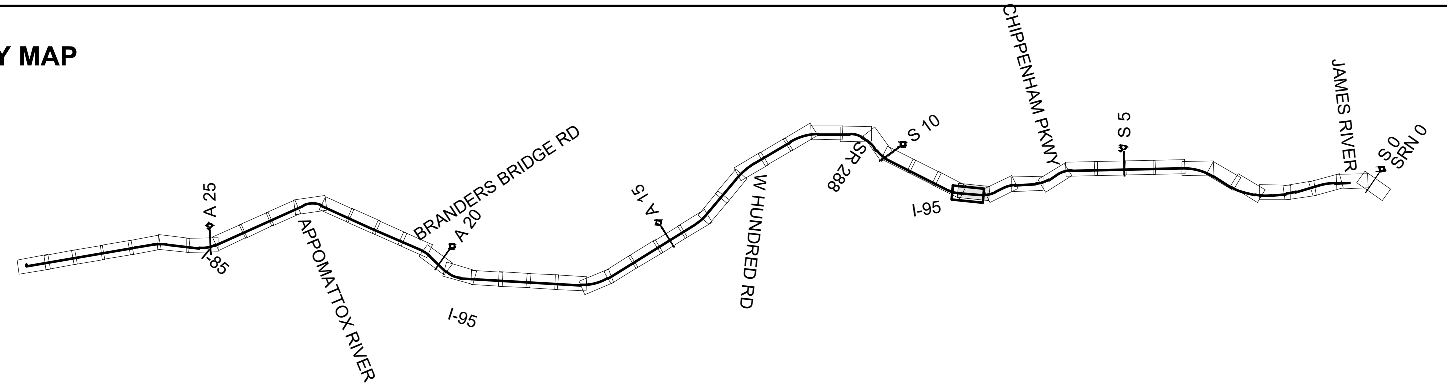

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04682

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-246
OF
EV-283

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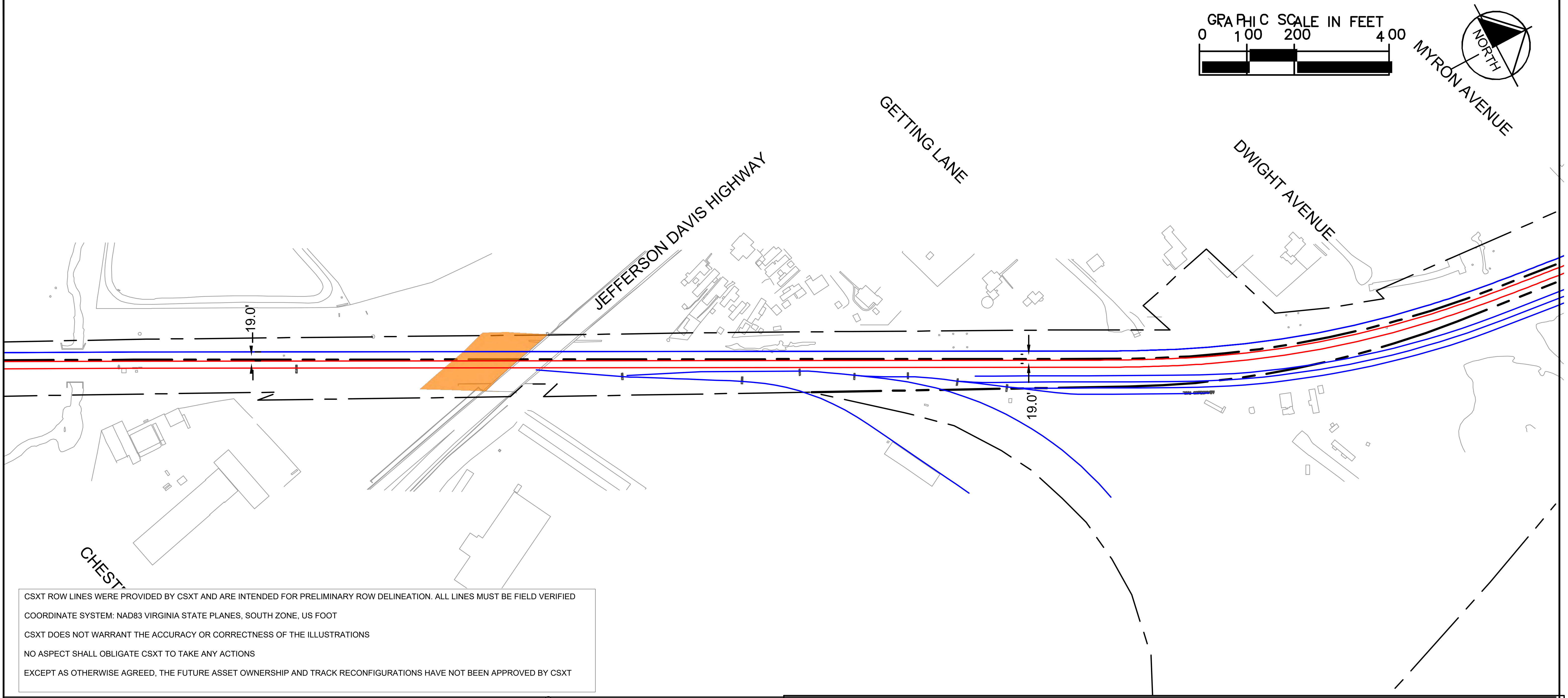

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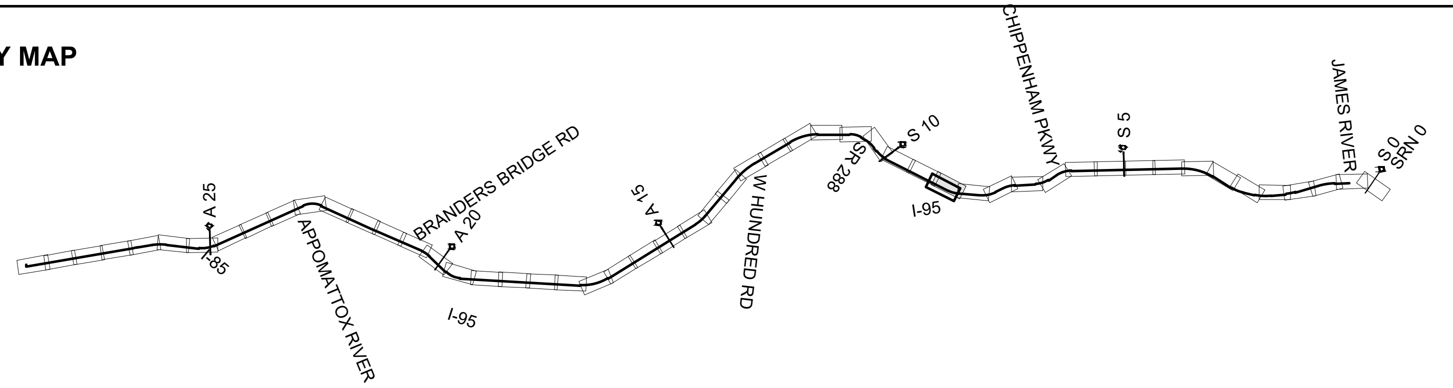

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
━ ━ · ━	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— · —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

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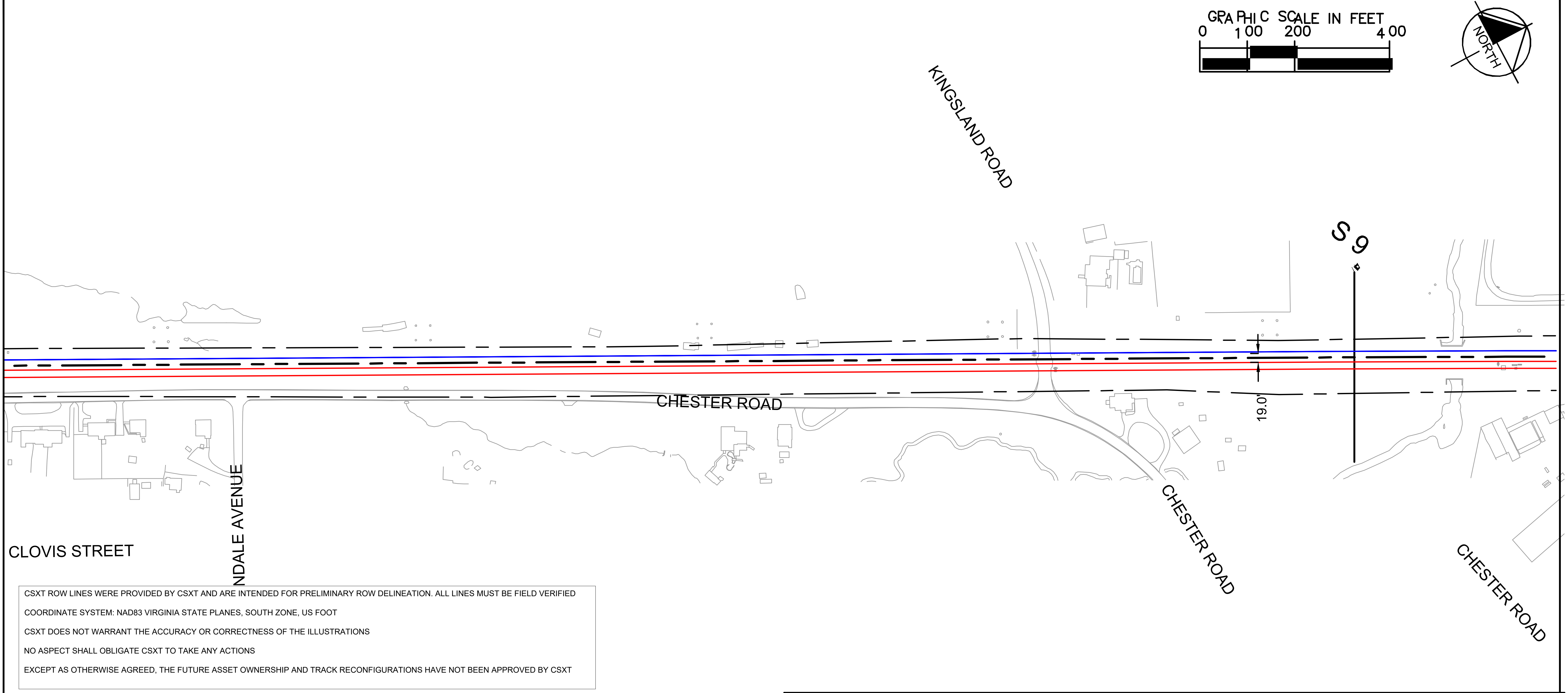
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V04682
DATE: 3/19/2021

SHEET
EV-247
OF
EV-283

Mar, 19 2021 11:58 am K:\NVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistence_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Gravitt

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

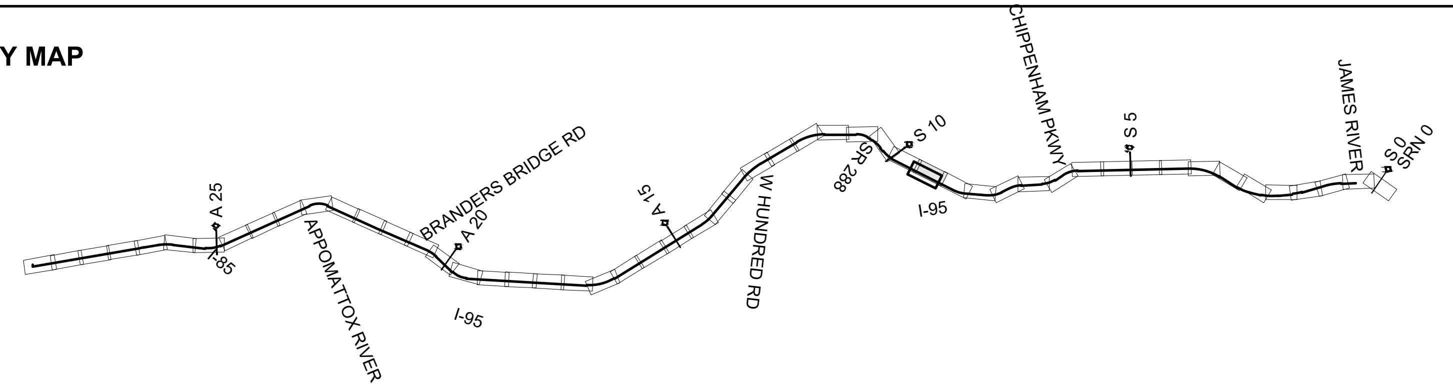
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



DRPT TRACK	DRPT BRIDGE
CSXT TRACK	CSXT BRIDGE
CSXT-DRPT DELINEATION	STATION PLATFORM
CSXT ROW	VDOT BRIDGE
JURISDICTION LINE (FROM GIS)	POTENTIAL ROW IMPACT
RETAINING WALL	

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024

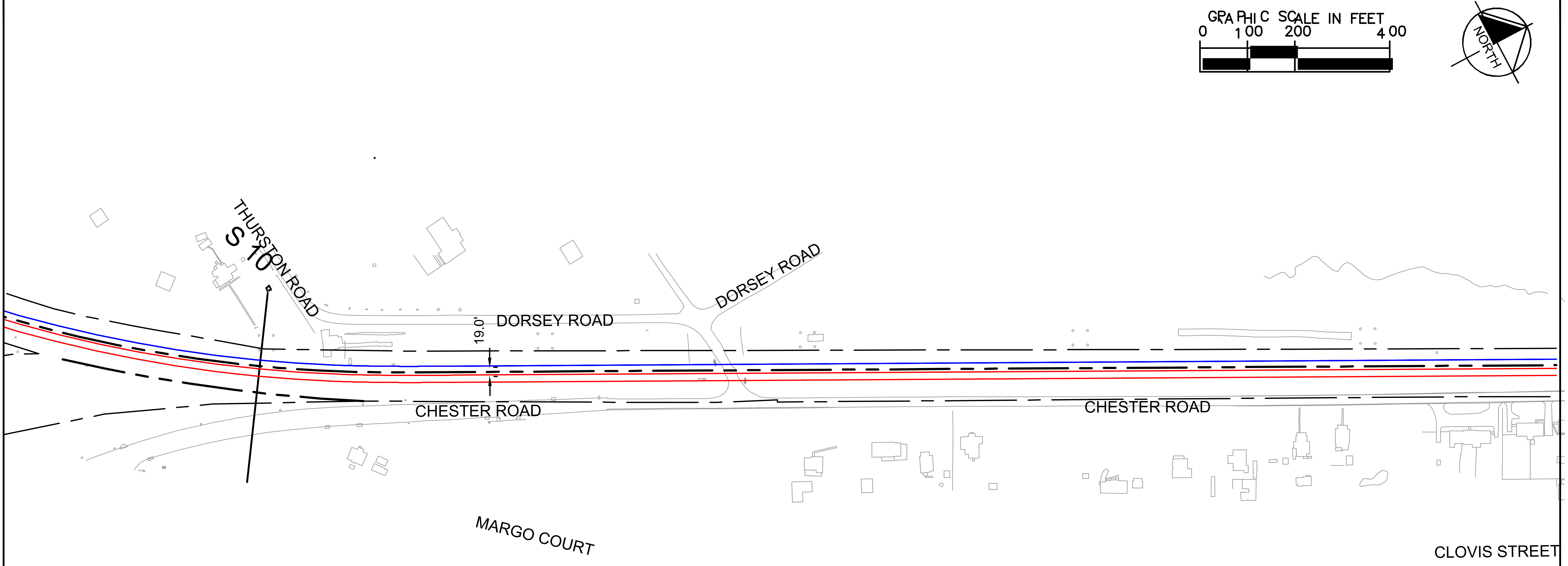
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-248
OF
EV-283

Mar, 19 2021 11:59 am K:\VVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_x9-Ownership-Layout.dwg By: Sydney.Gaitt

Exhibit B



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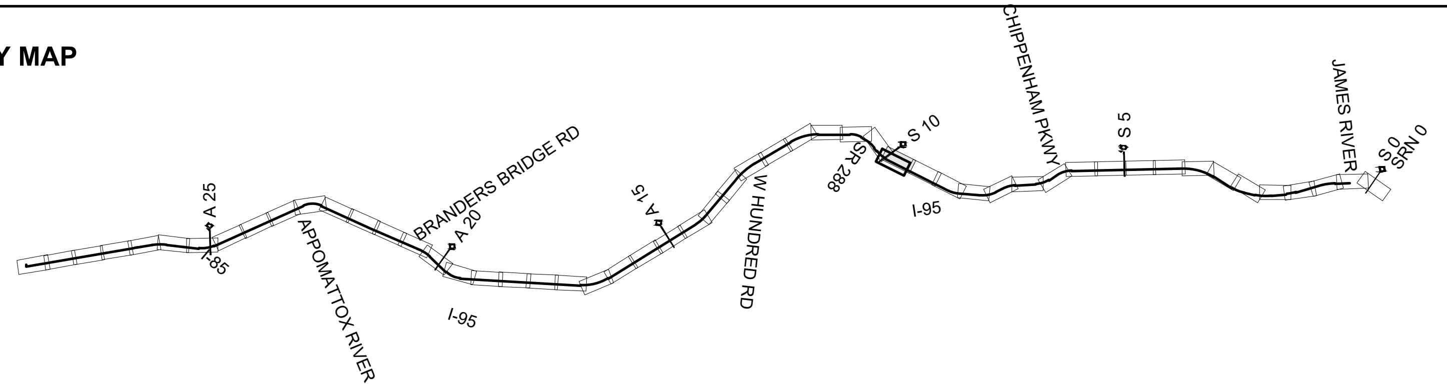

━	DRPT TRACK
━	CSXT TRACK
━ ‒ ━	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
━	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024
DATE: 3/19/2021

SHEET
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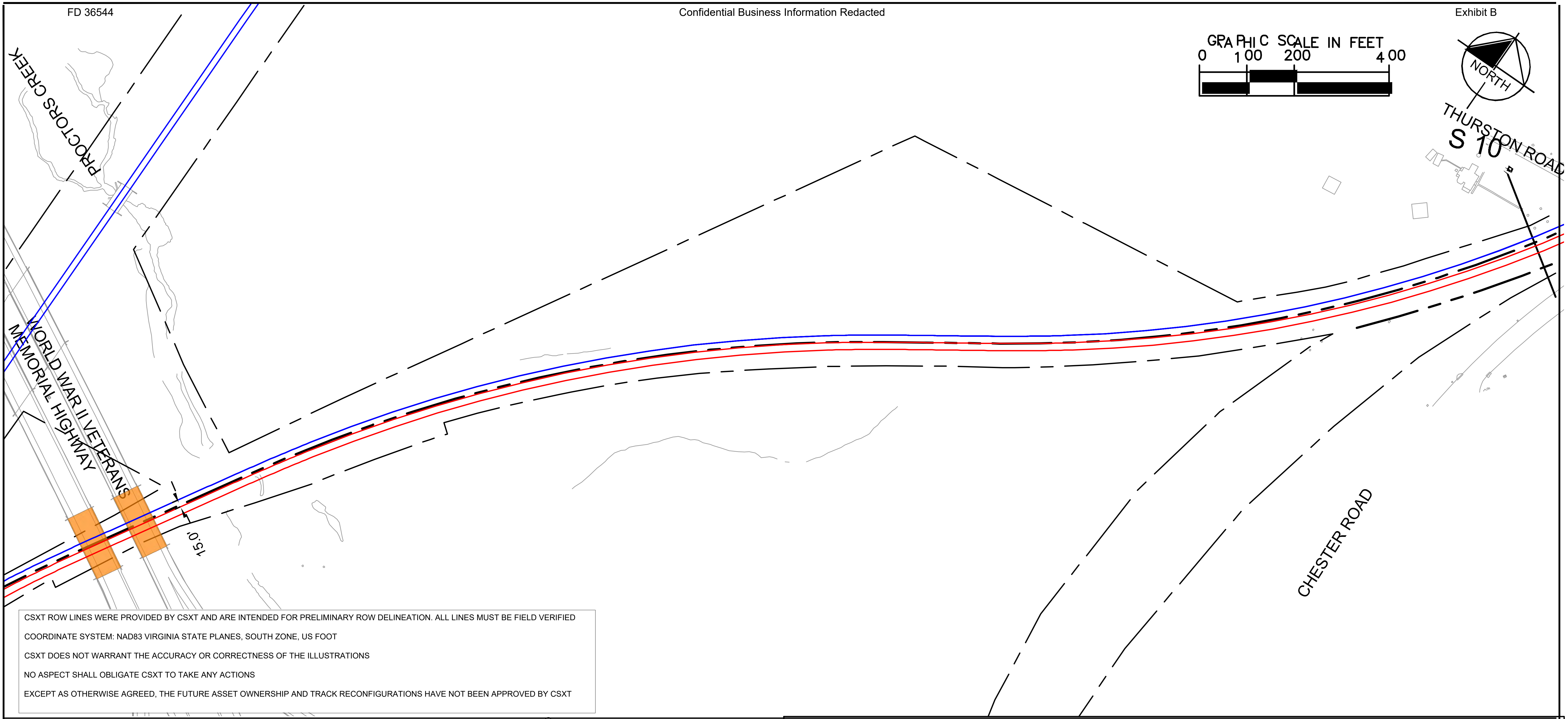
OF
EV-283

Mar, 19 2021 11:59 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\OLD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney Gaitt

Exhibit B



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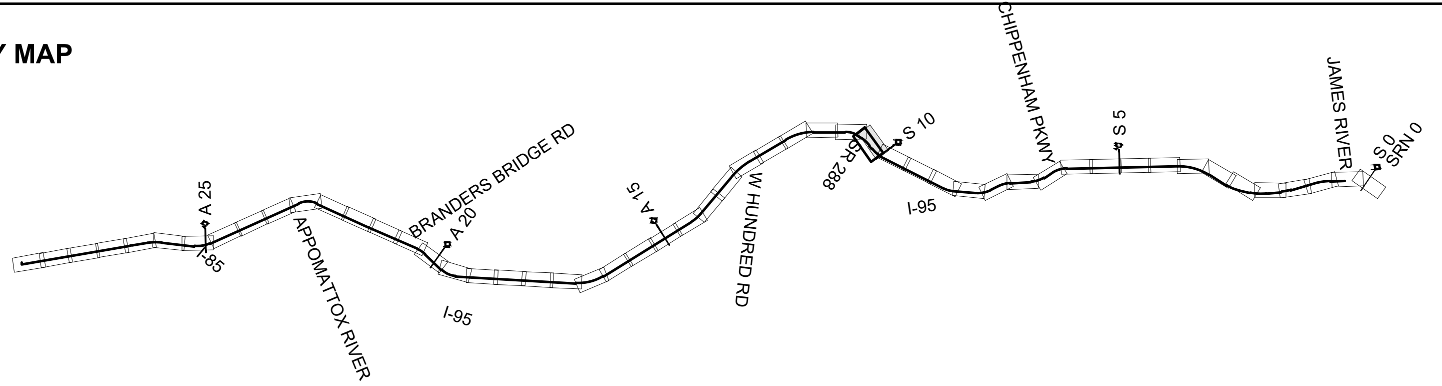

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024

DATE: 3/19/2021

SHEET
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OF
EV-283

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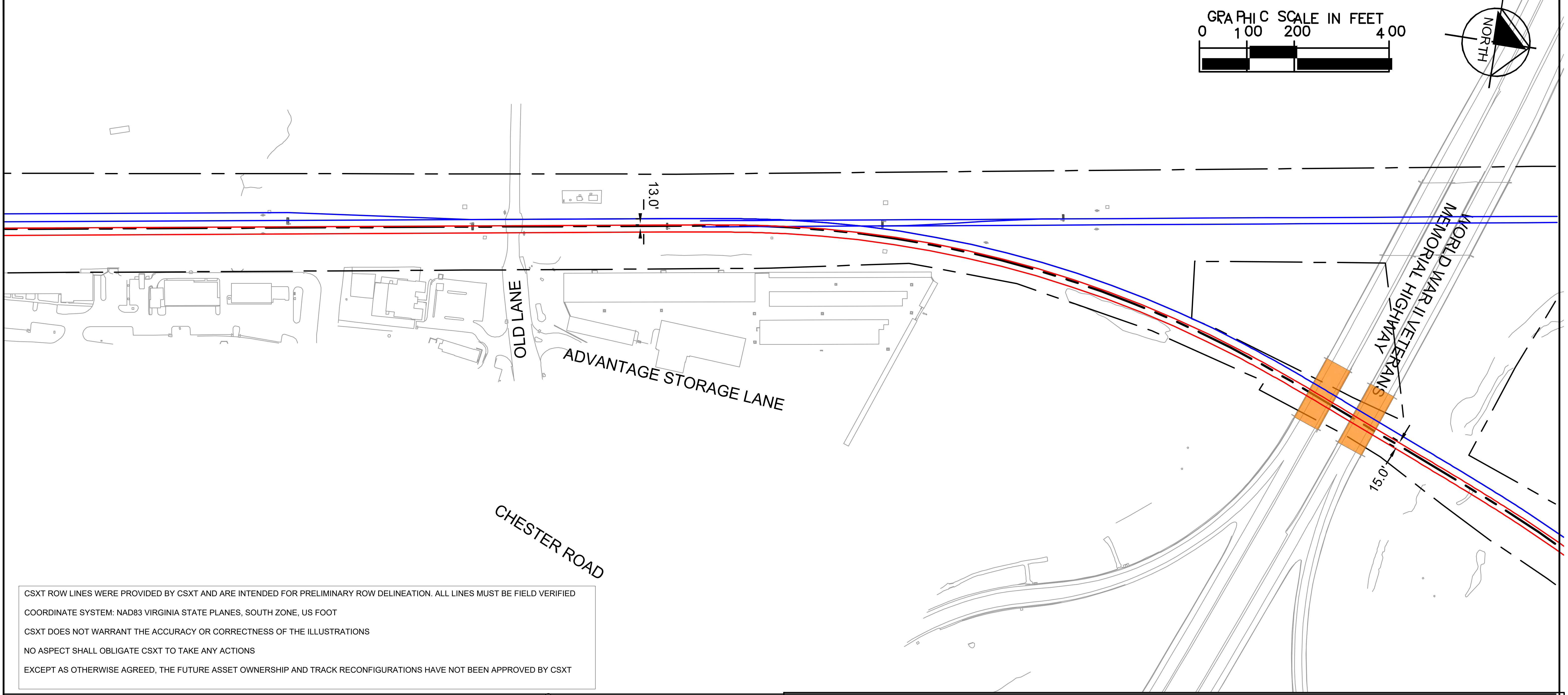

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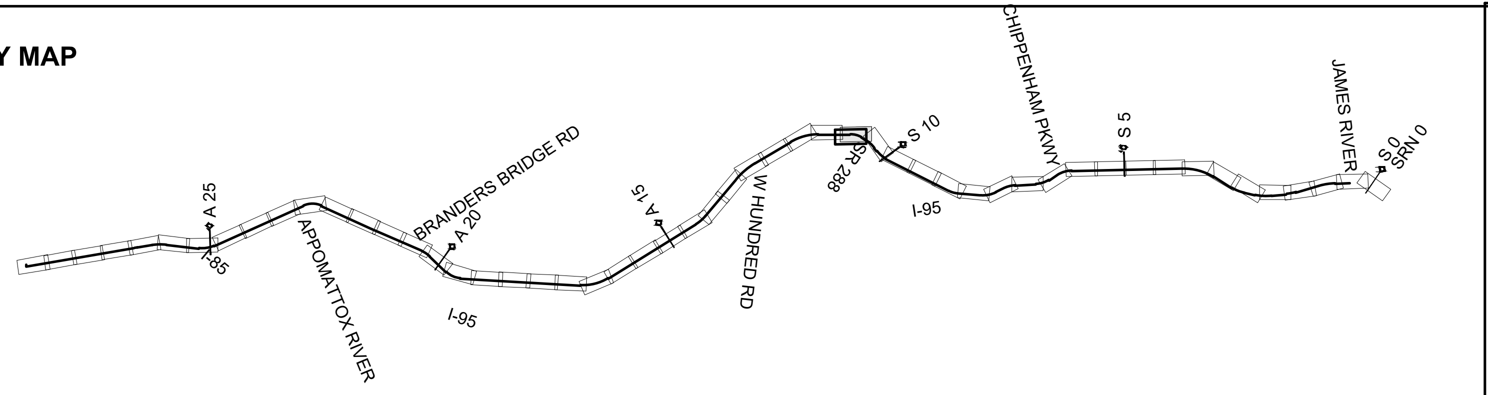

—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024
DATE: 3/19/2021

SHEET
EV-251
OF
EV-283

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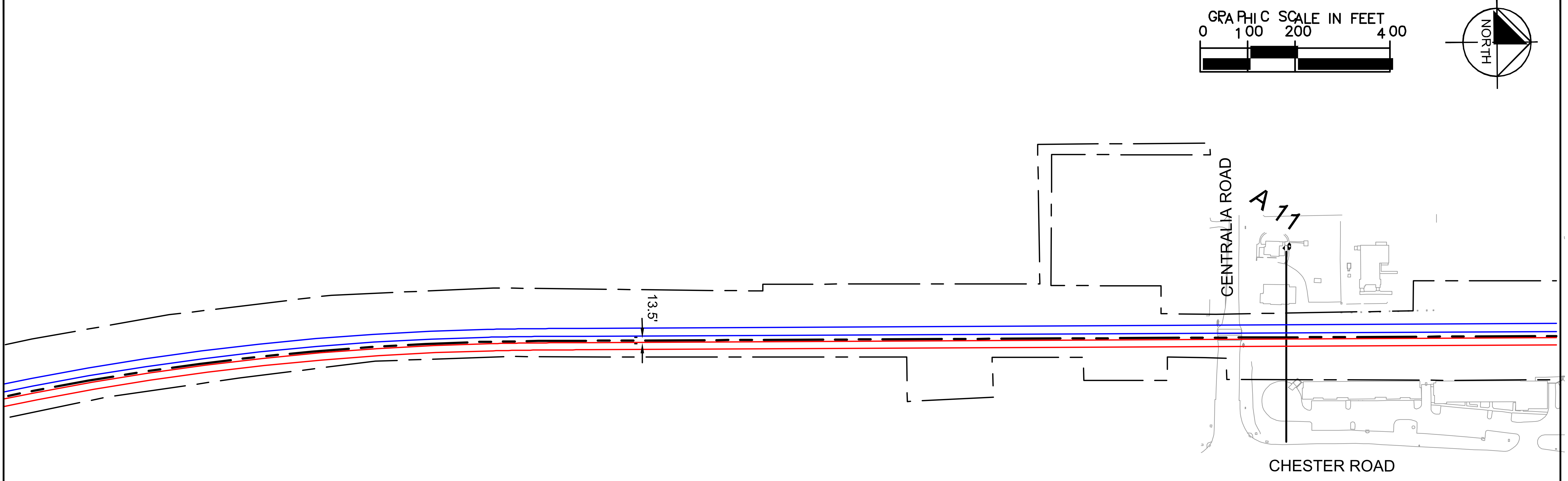
Exhibit B



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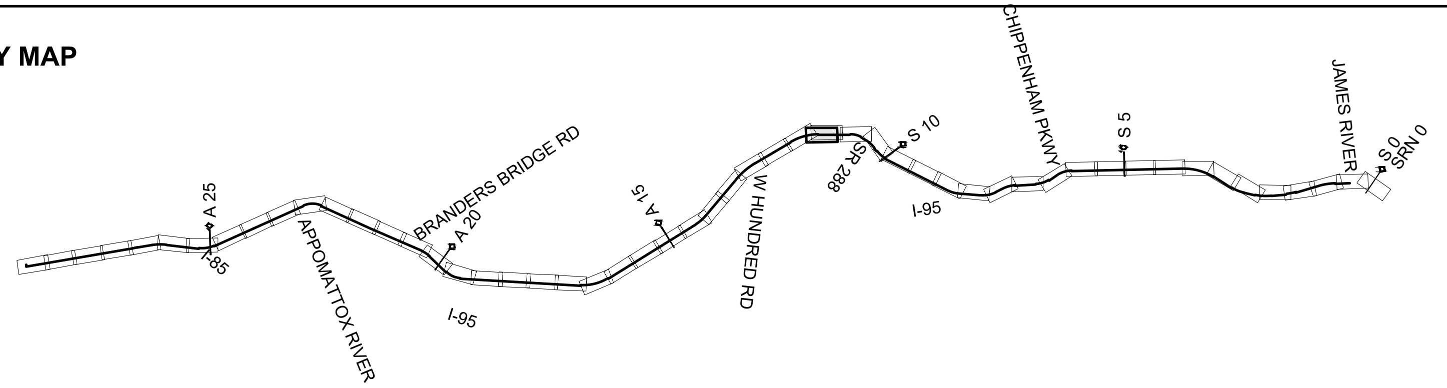

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024
DATE: 3/19/2021

SHEET
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OF
EV-283

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FD 36544

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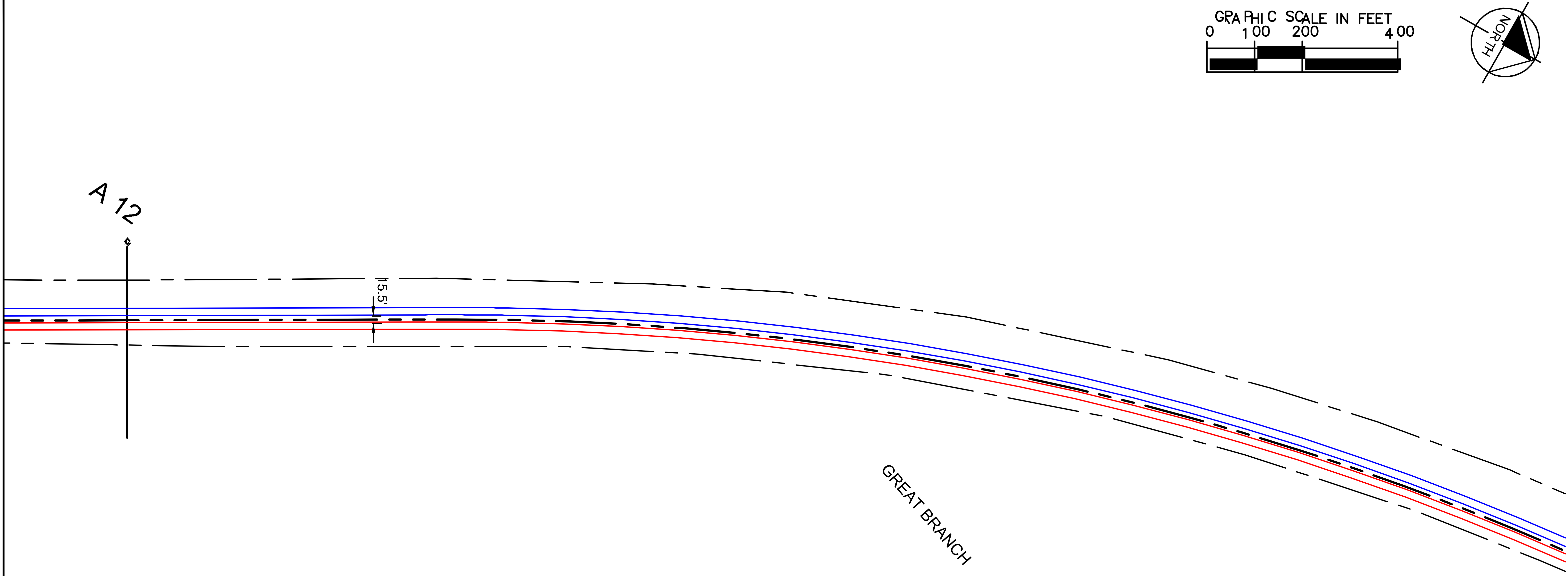
Exhibit B



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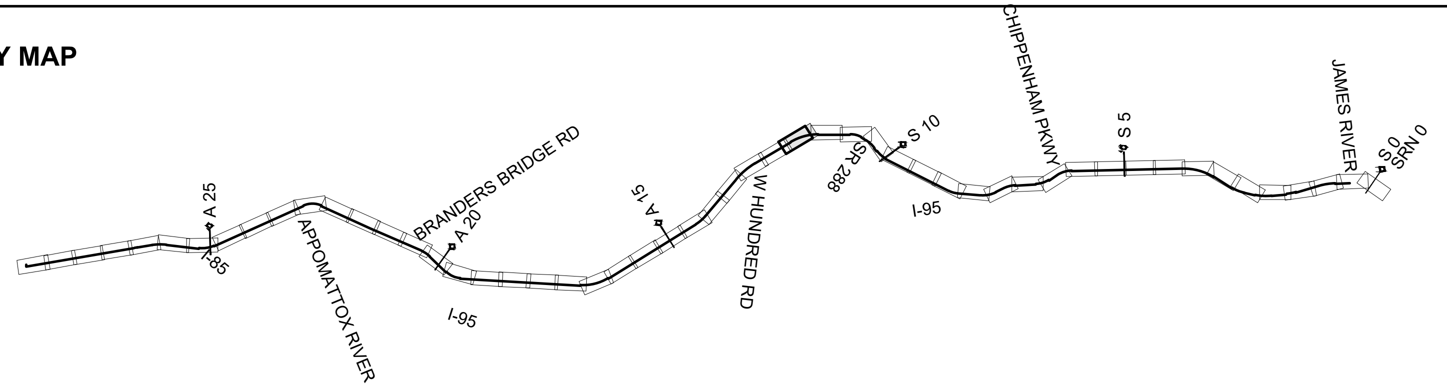

―	DRPT TRACK	🟥	DRPT BRIDGE
―	CSXT TRACK	🟦	CSXT BRIDGE
━ ‒ ━	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
― ‒ ―	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
―	RETAINING WALL		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00024

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-253
OF
EV-283

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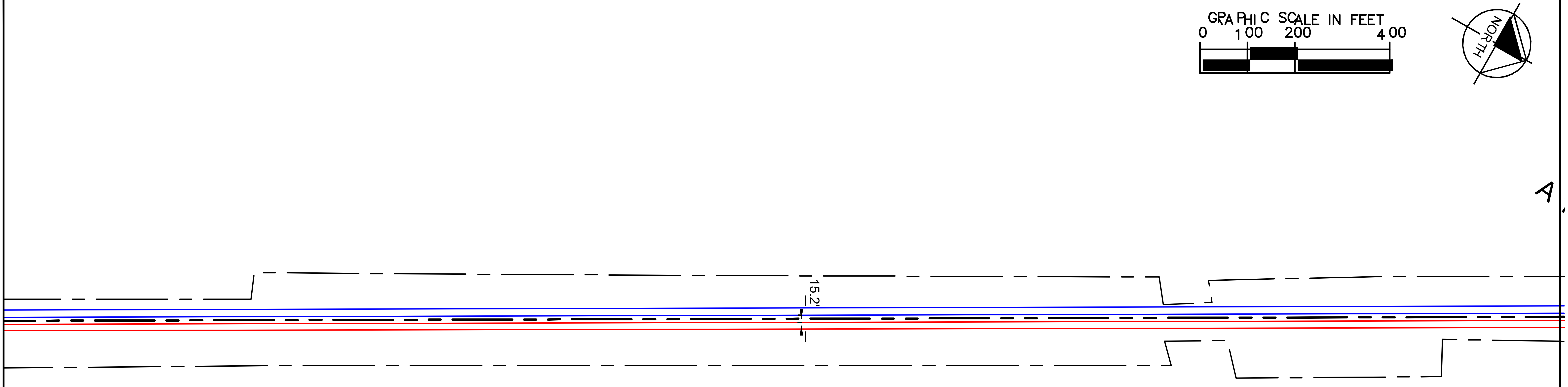
Exhibit B



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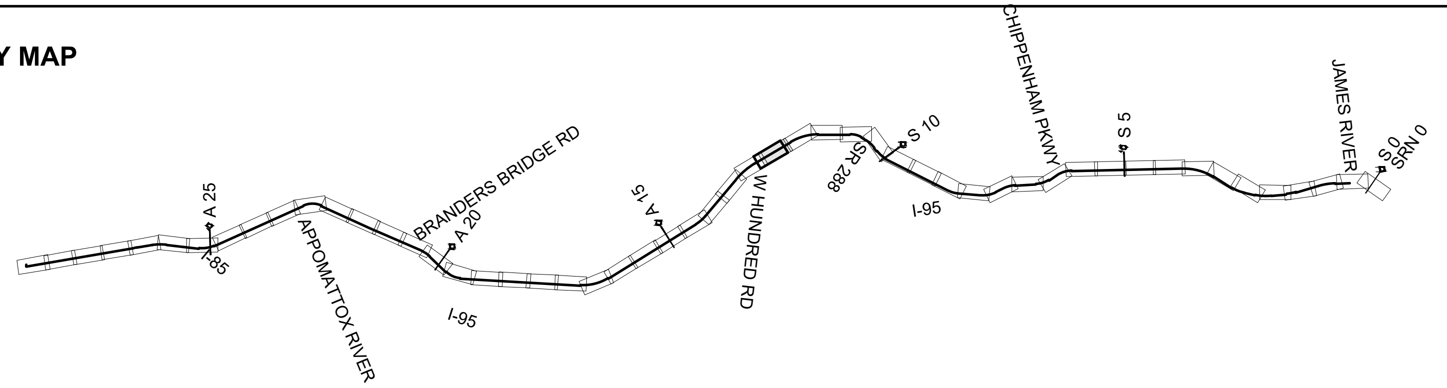

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—— - ——	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025
DATE: 3/19/2021

SHEET
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OF
EV-283

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FD 36544

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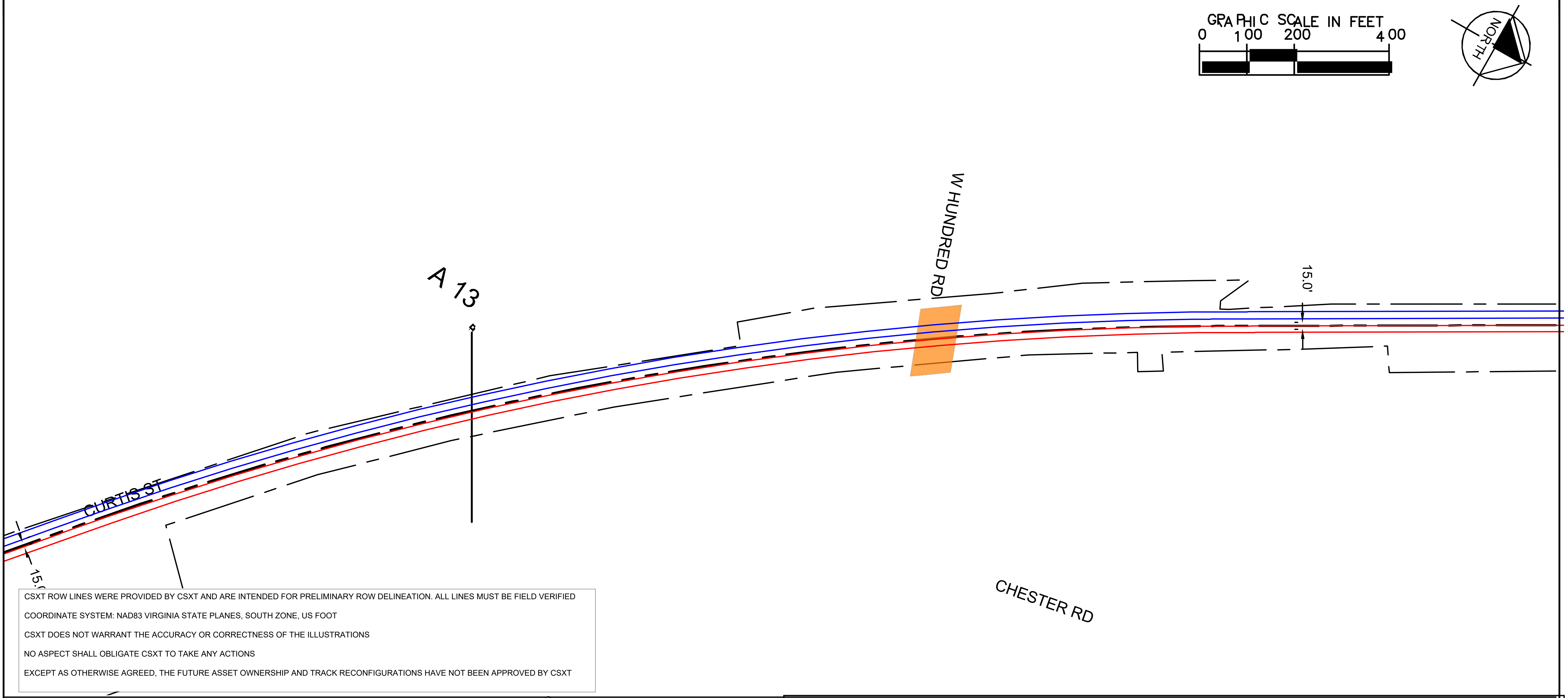
Exhibit B



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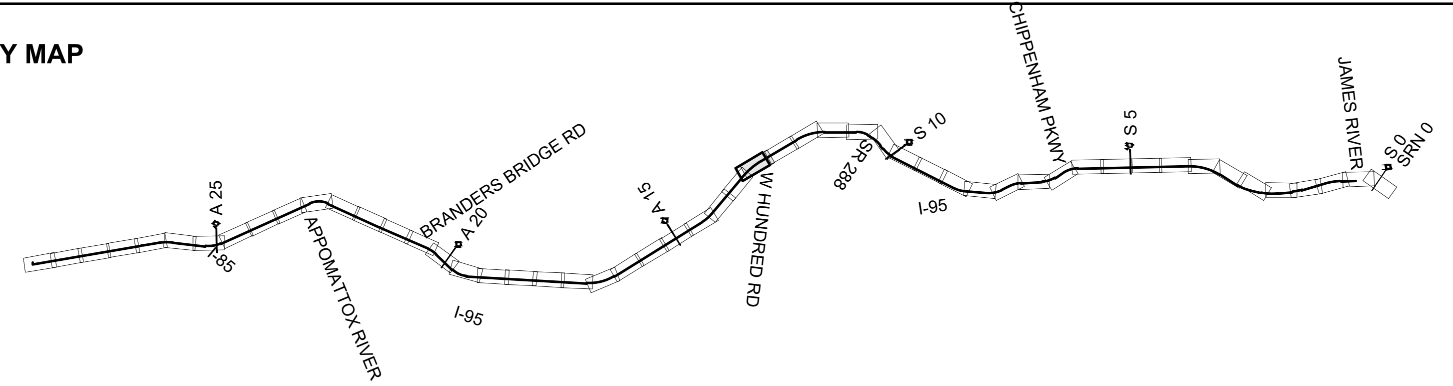

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-255
OF
EV-283

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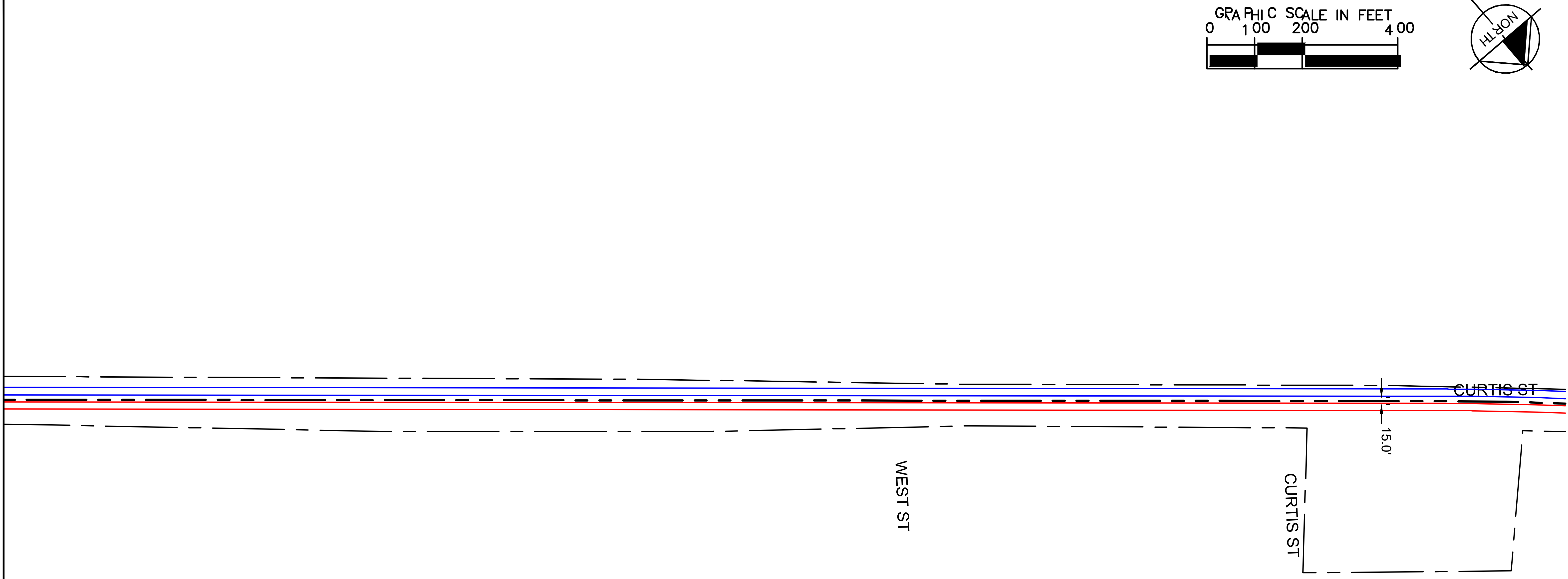

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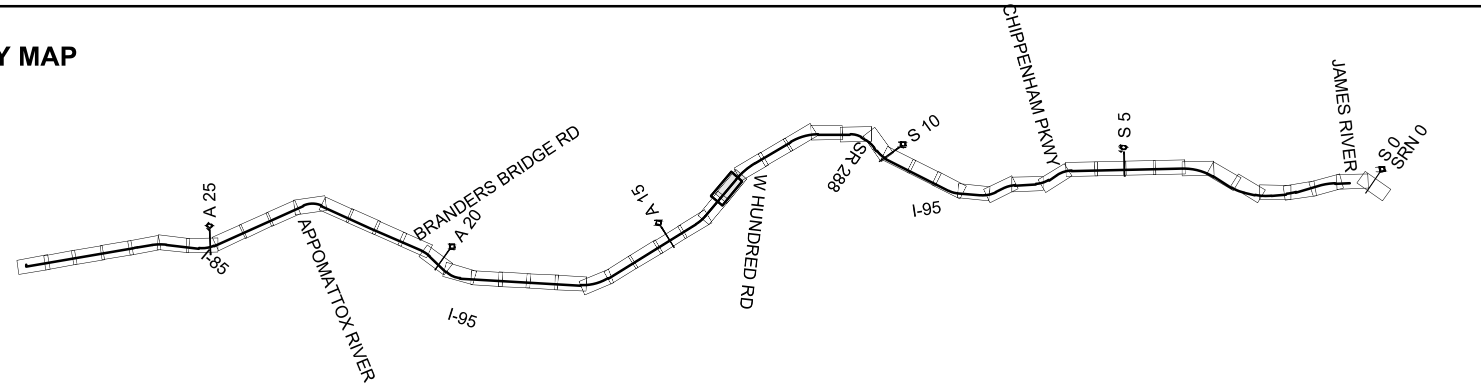

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
- - - -	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025
DATE: 3/19/2021

SHEET
EV-256
OF
EV-283

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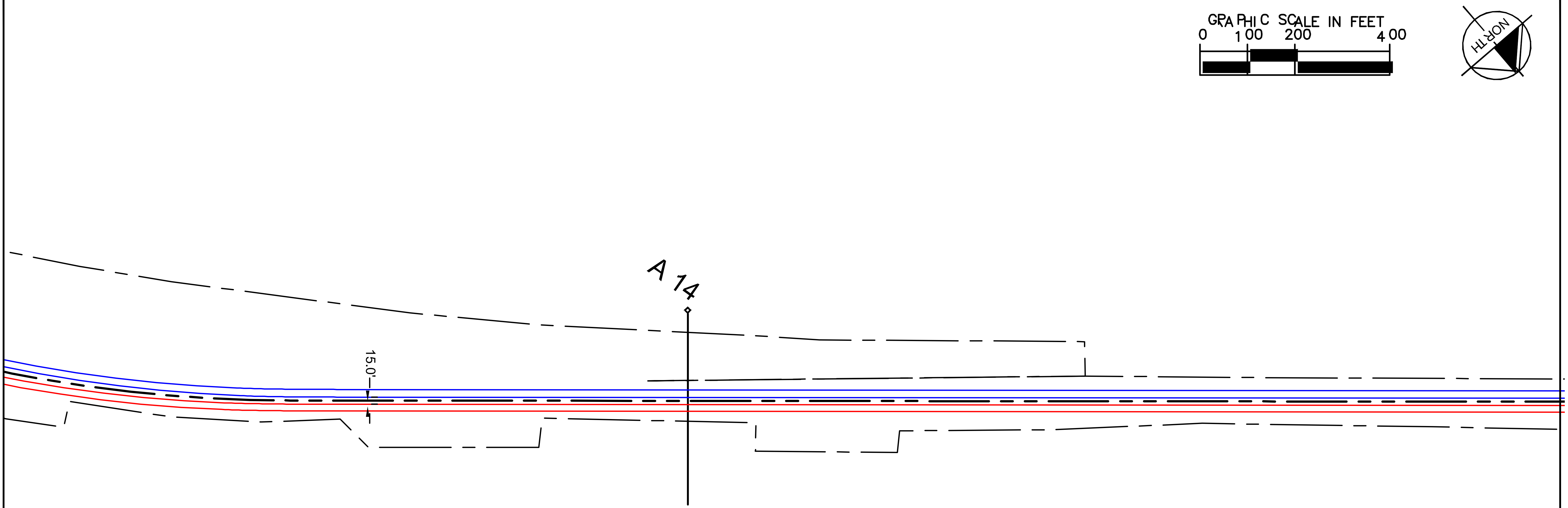

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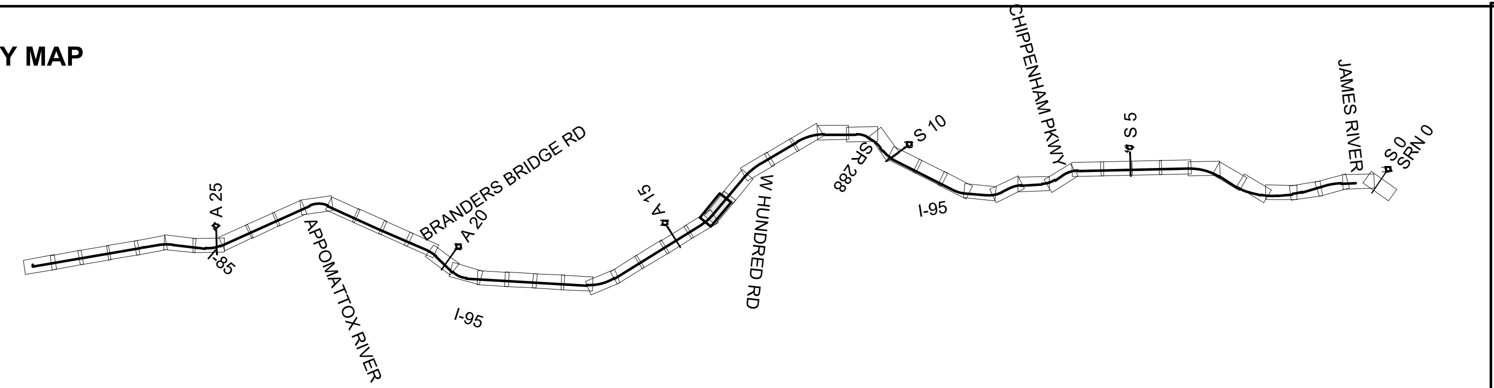


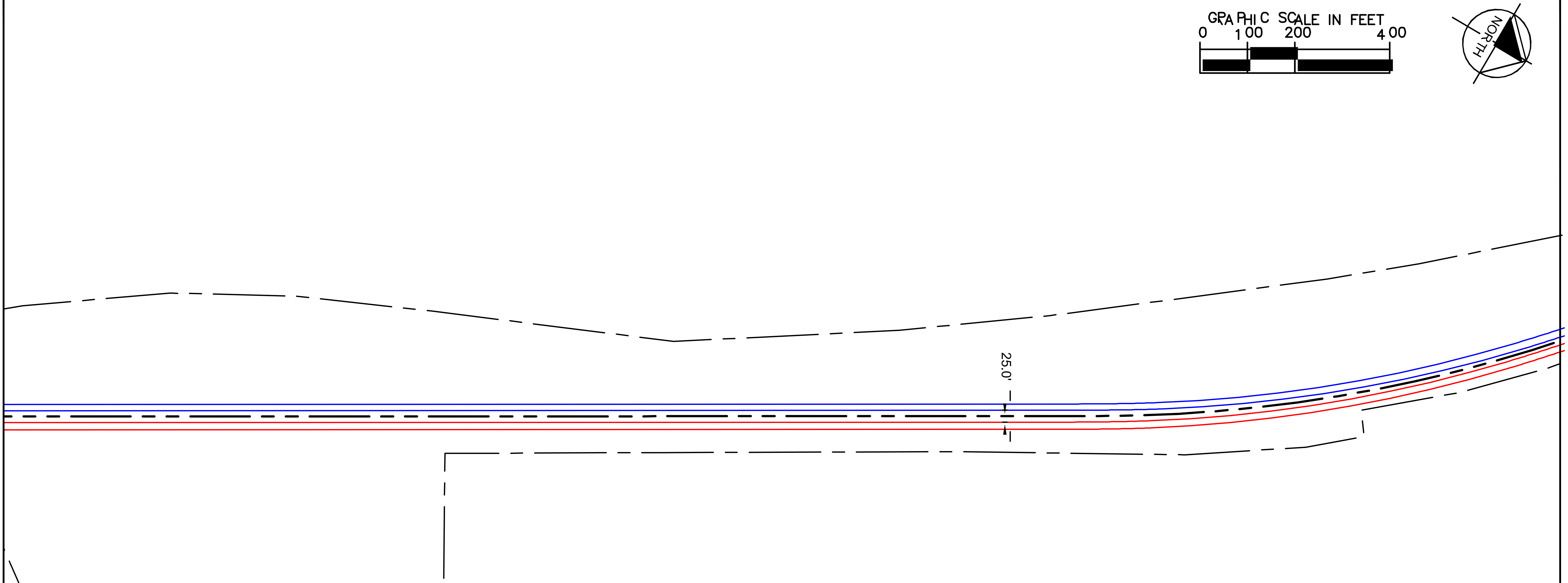
—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	▨	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025
DATE: 3/19/2021

SHEET
EV-257
OF
EV-283



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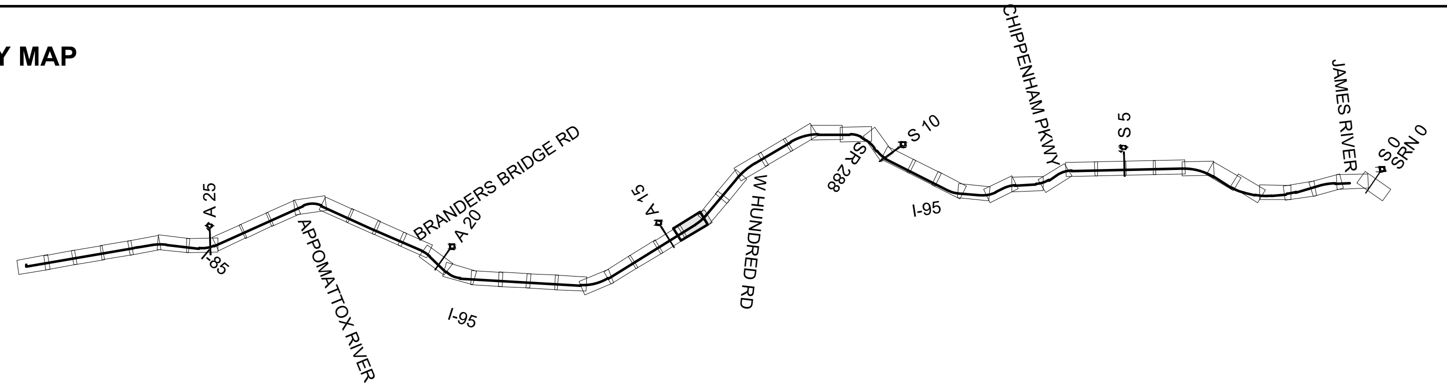

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
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S1A - JAMES RIVER CONNECTION

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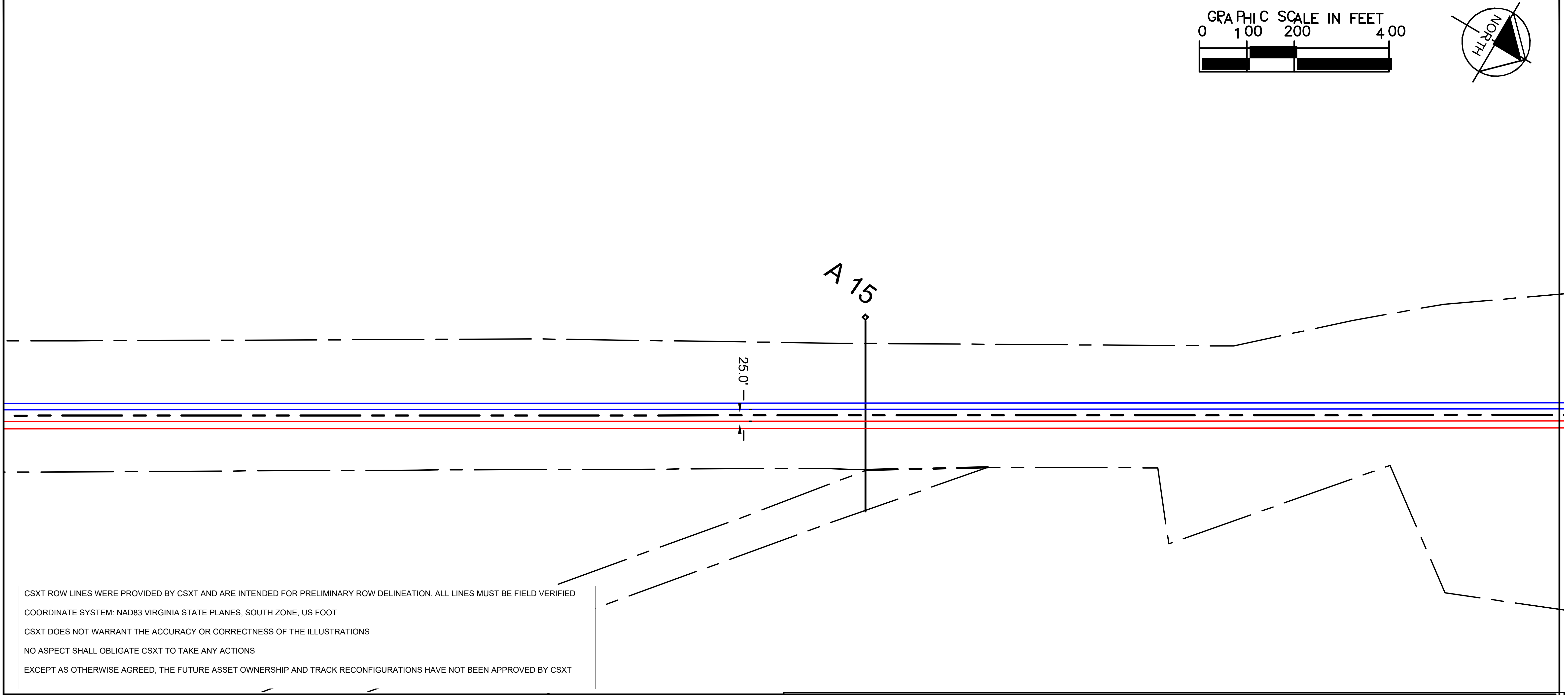
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-258
OF
EV-283

Exhibit B



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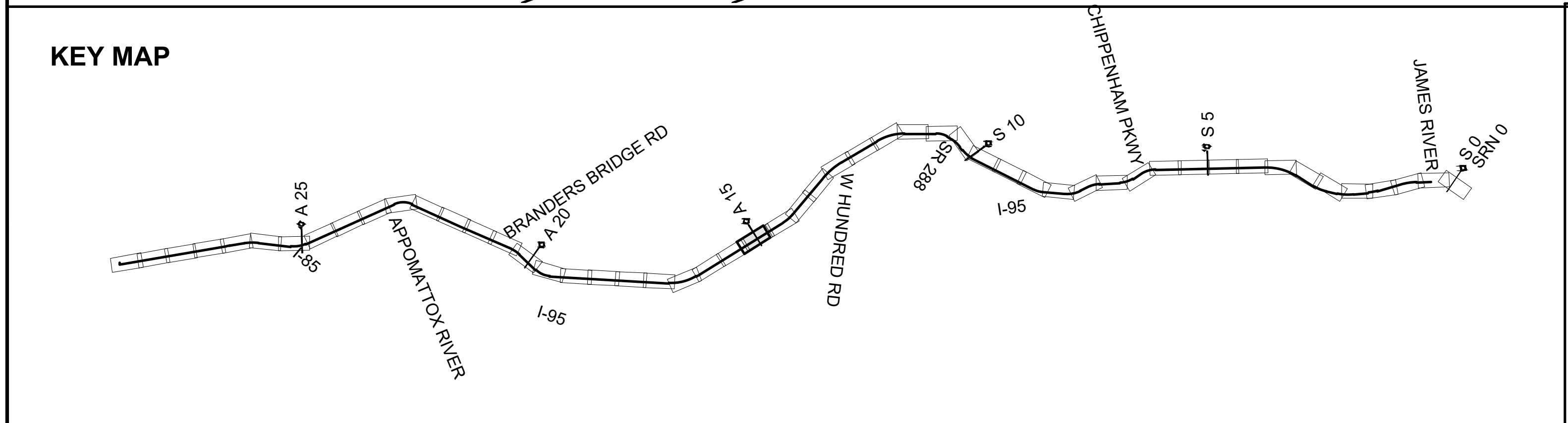

🟥 line	DRPT TRACK	🟥	DRPT BRIDGE
🟦 line	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
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S1A - JAMES RIVER CONNECTION

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SHEET
EV-259
OF
EV-283

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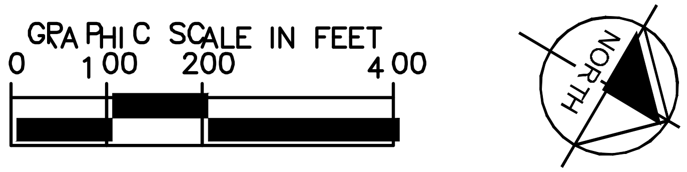
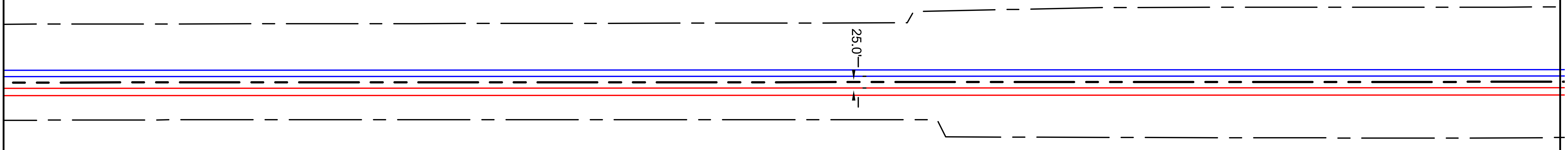
Exhibit B





CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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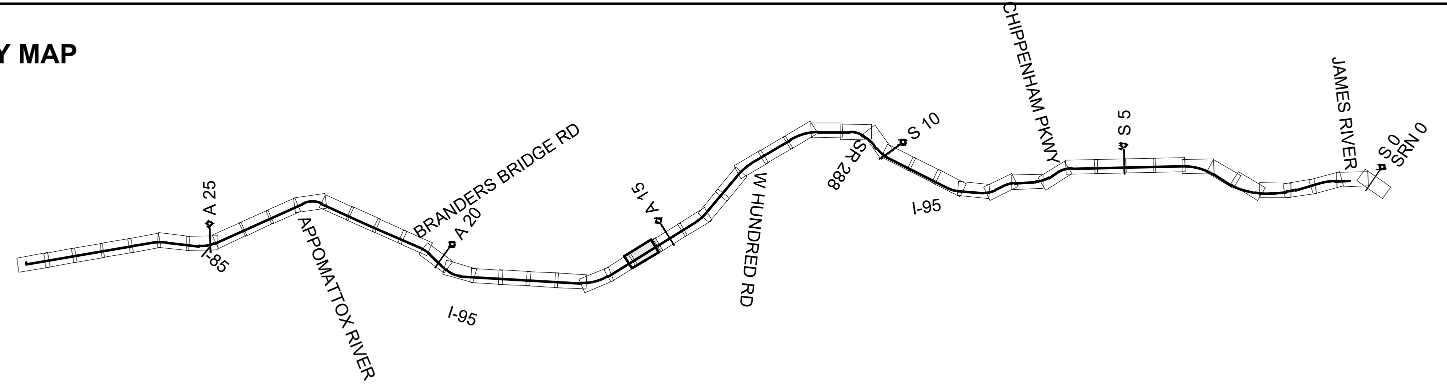
KEY MAP



— (red)	DRPT TRACK	🟥	DRPT BRIDGE
— (blue)	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00025

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-260
OF
EV-283

Mar, 19 2021 11:59 am K:\VA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\OLD\Sheets\PS1A_x5-Ownership-Layout.dwg By: Sydney.Gravitt

FD 36544

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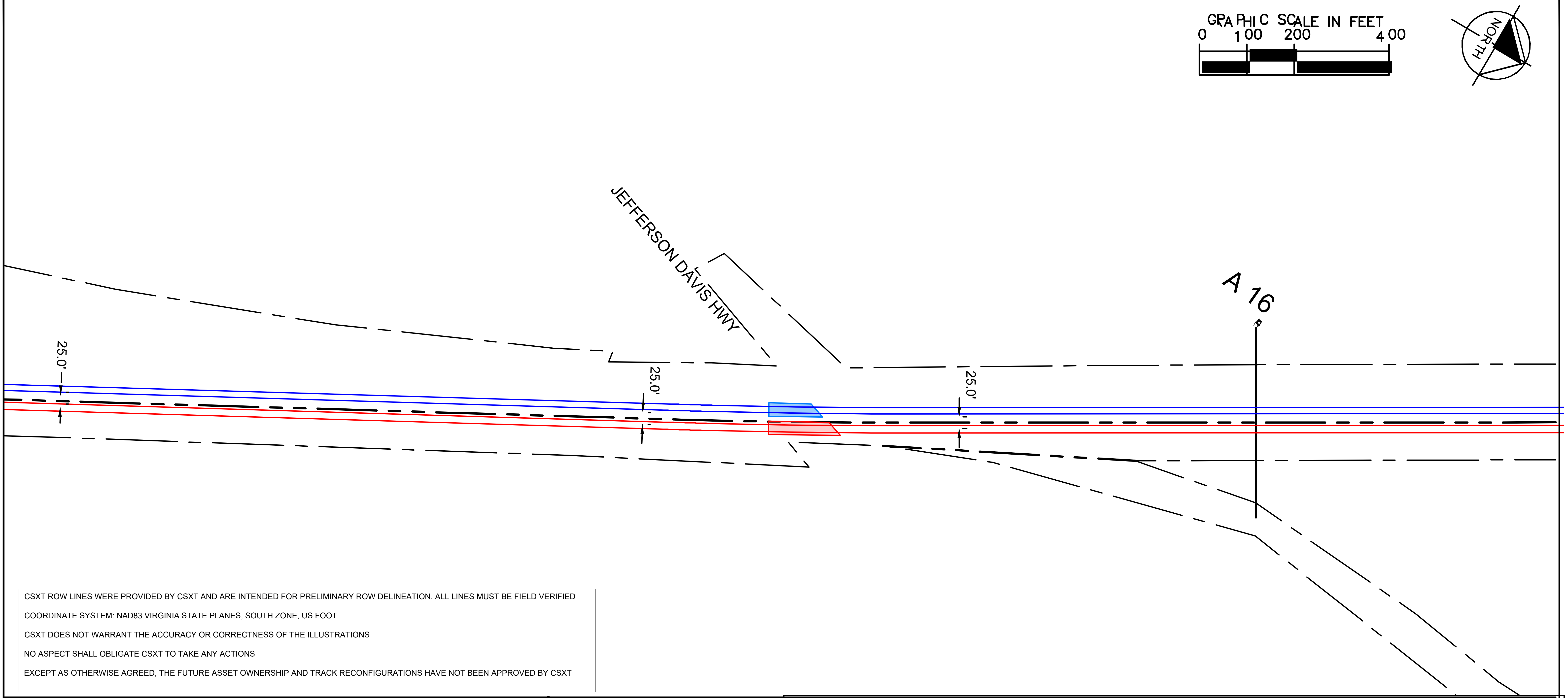
Exhibit B



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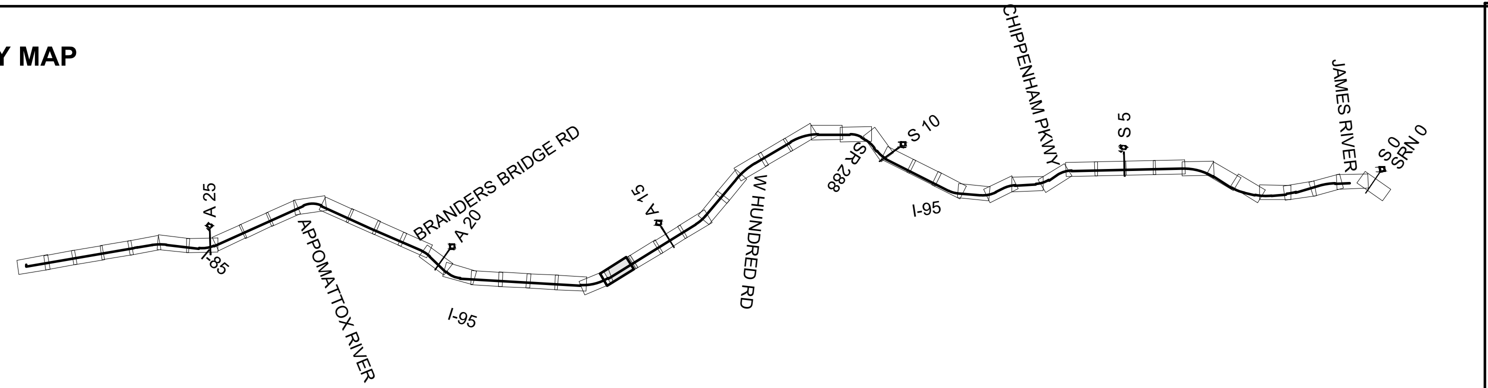


━ (red)	DRPT TRACK	🟥	DRPT BRIDGE
━ (blue)	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

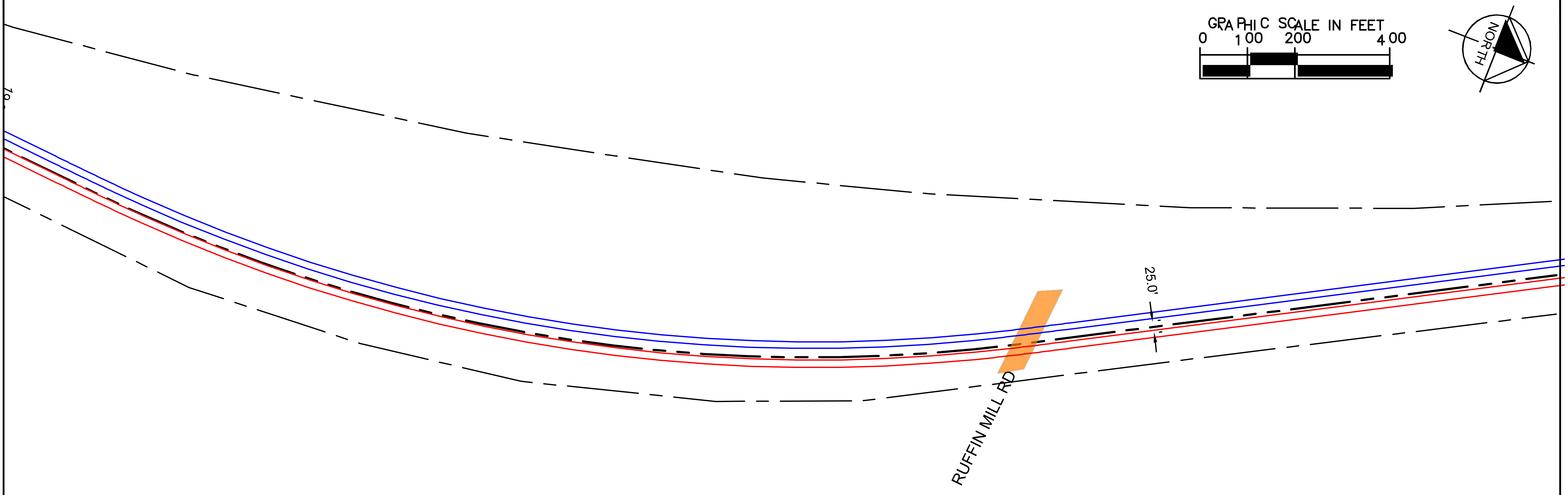
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-261
OF
EV-283

Mar, 19 2021 11:59 am K:\VVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\OLD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Gratt



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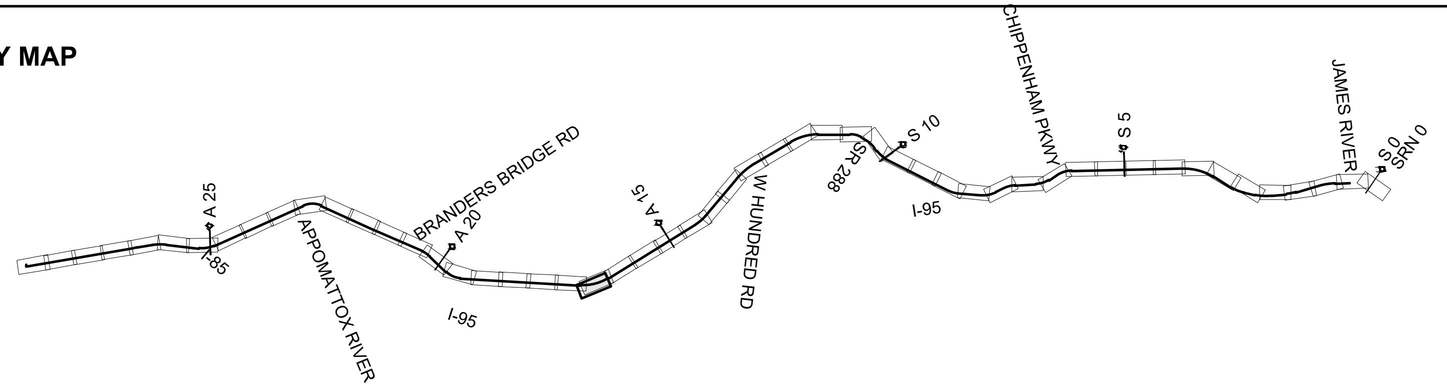

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

DATE: 3/19/2021

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SHEET
EV-262
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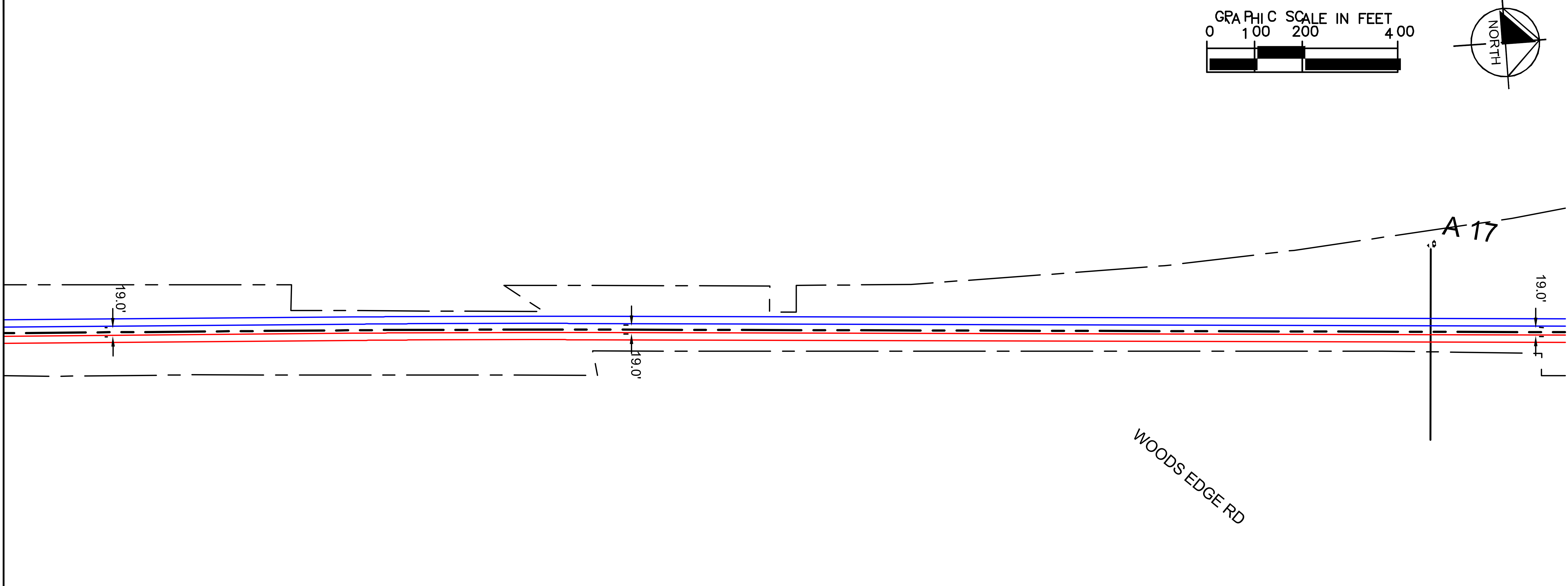
EV-283



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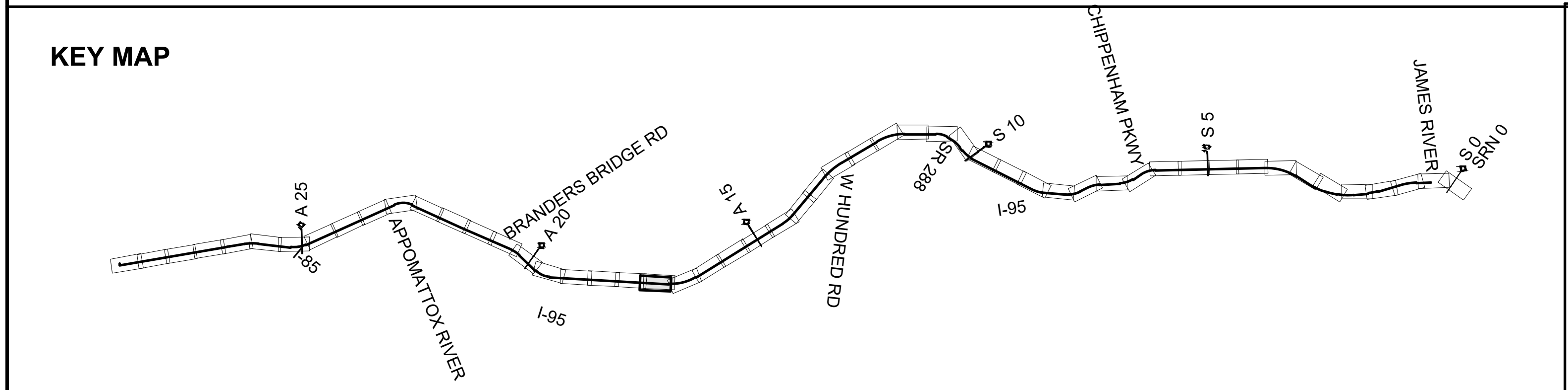

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

DATE: 3/19/2021

SHEET
EV-263
OF
EV-283

FD 36544

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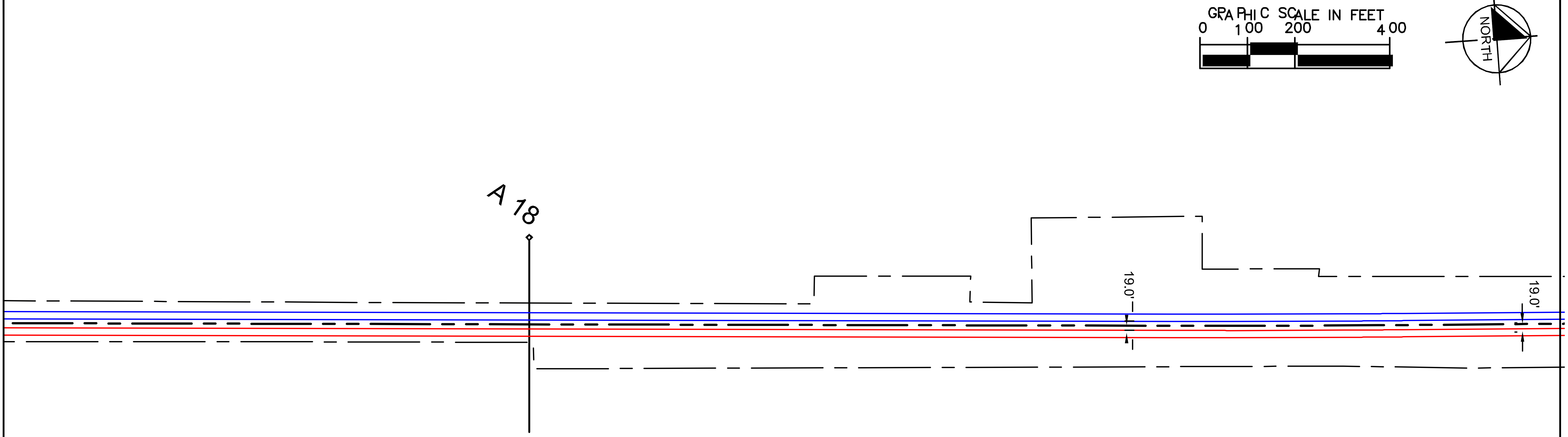
Exhibit B



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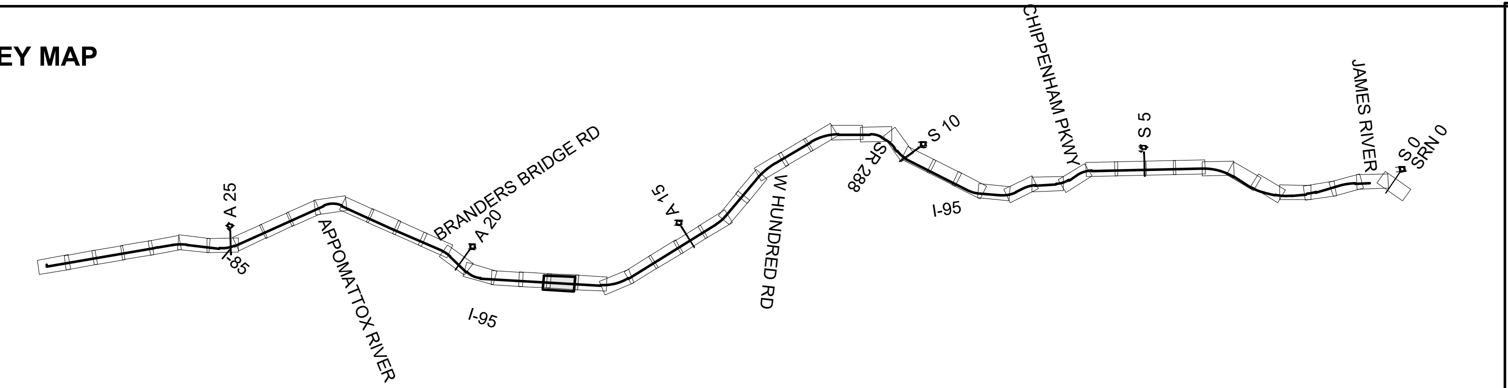

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

DATE: 3/19/2021

SHEET
EV-264
OF
EV-283

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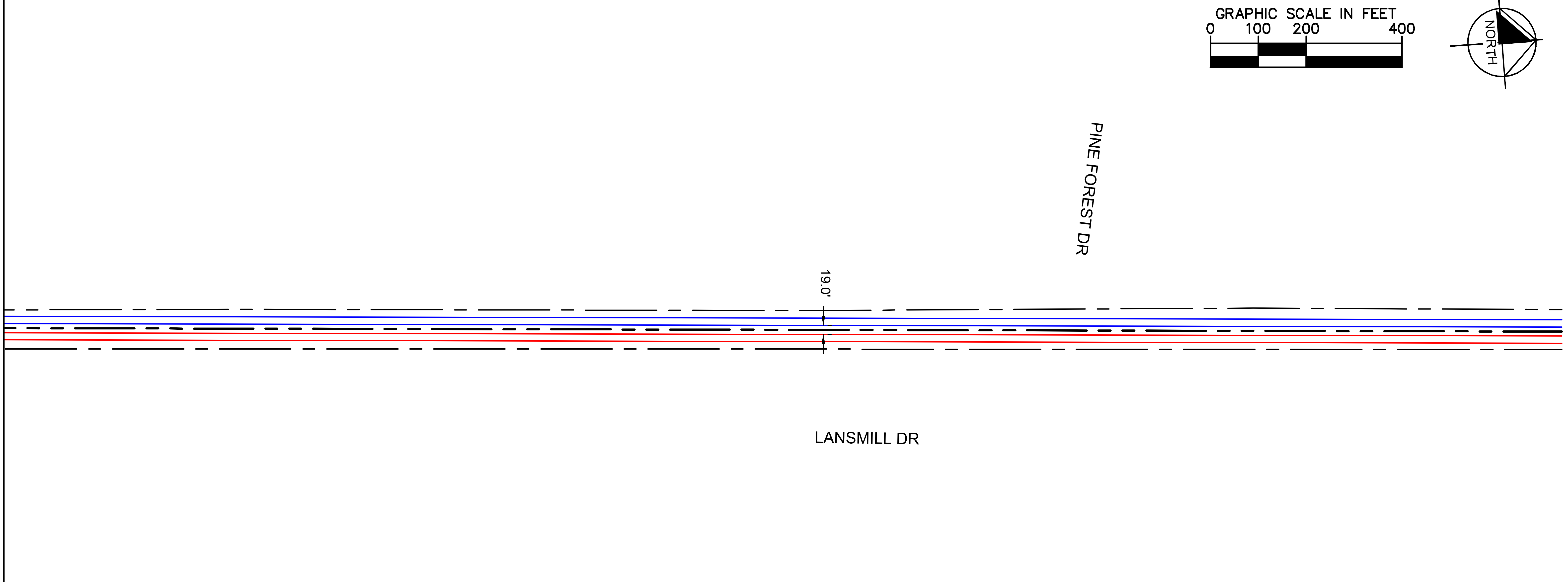

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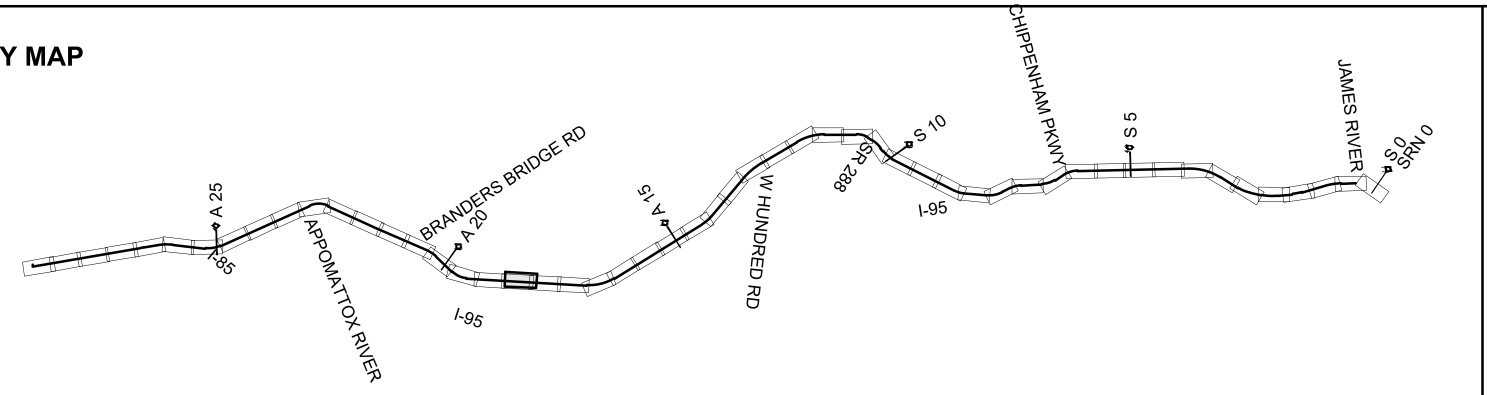

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00027

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-265
OF
EV-283

Mar, 19 2021 11:59 am K:\VIVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\RS1A_xS-Ownership-Layout.dwg By: Sydney.Gravitt

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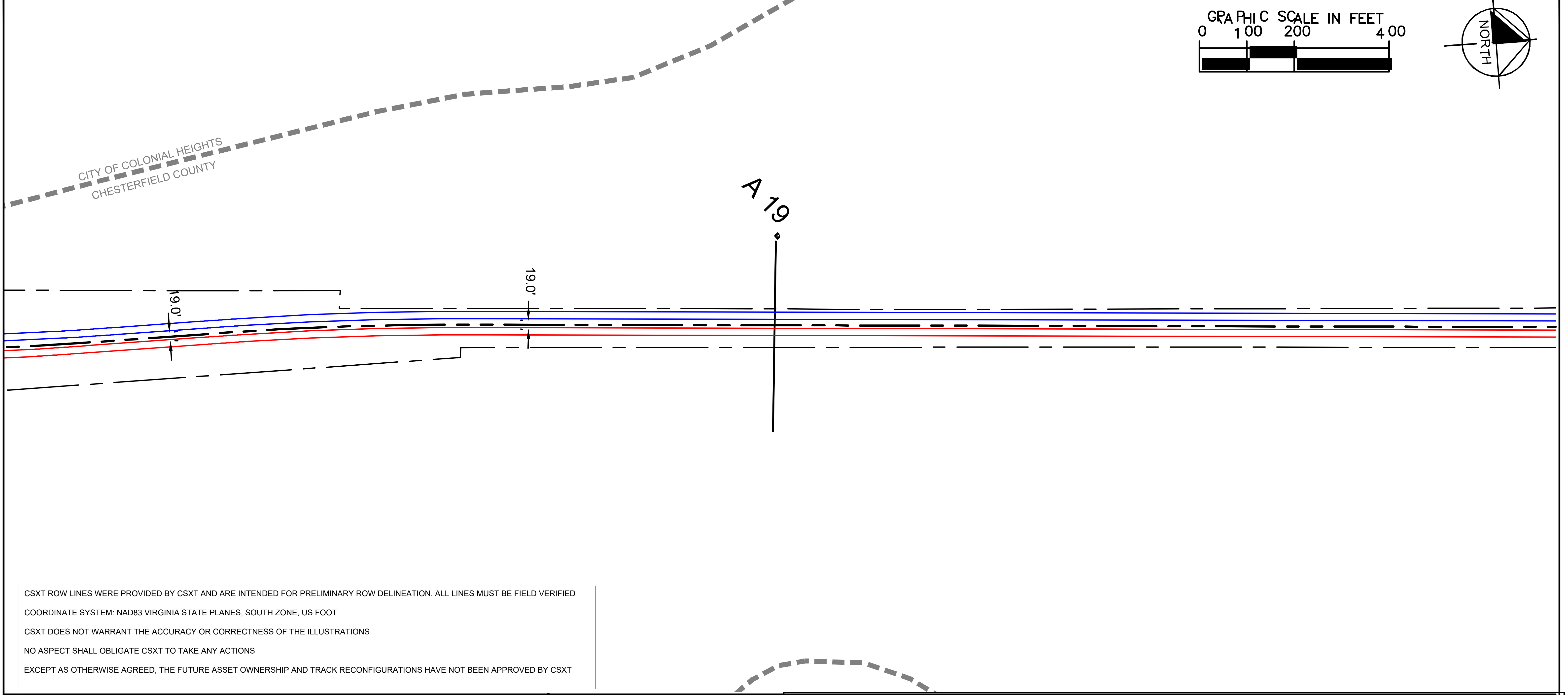

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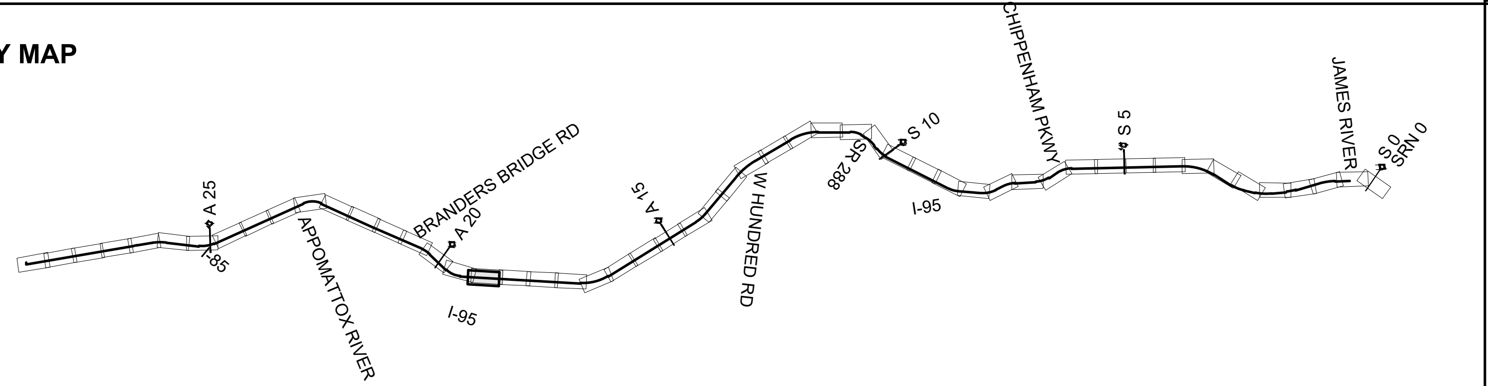

━	DRPT TRACK	🟥	DRPT BRIDGE
━	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
━	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00028
DATE: 3/19/2021

SHEET
EV-266
OF
EV-283

Mar, 19 2021 12:00 pm K:\NVA_Transit\113282000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\FS1A_xS-Ownership-Layout.dwg By: Sybrey, Scott

FD 36544

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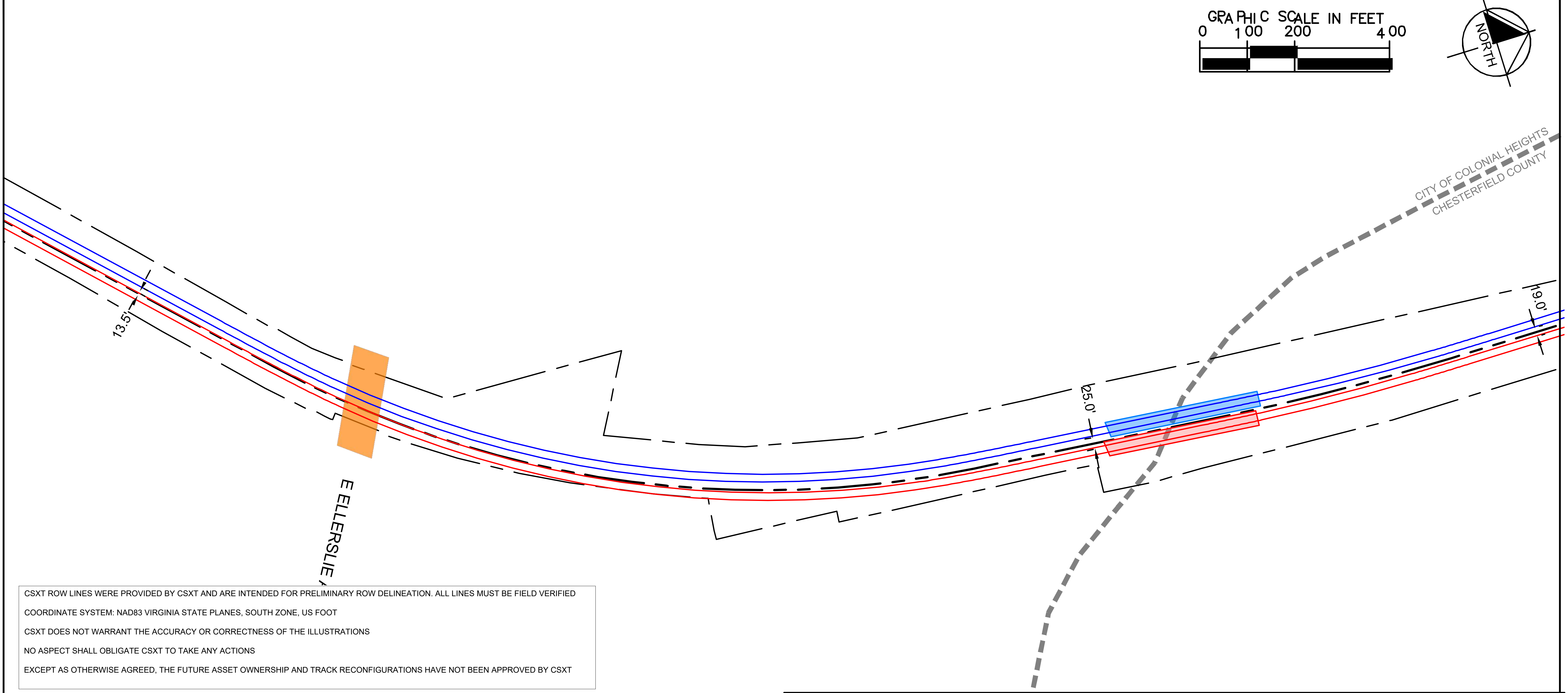
Exhibit B



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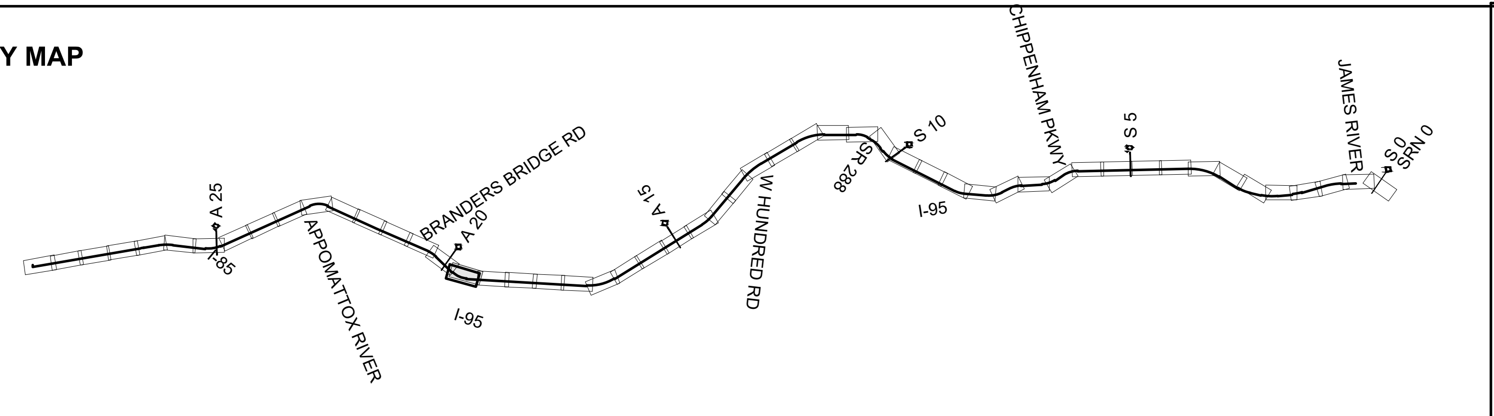

🟥	DRPT TRACK	▨	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
▬ ▪ ▬	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00028
DATE: 3/19/2021

SHEET
EV-267
OF
EV-283

Mar. 19 2021 12:00 pm K:\NVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Gravitt

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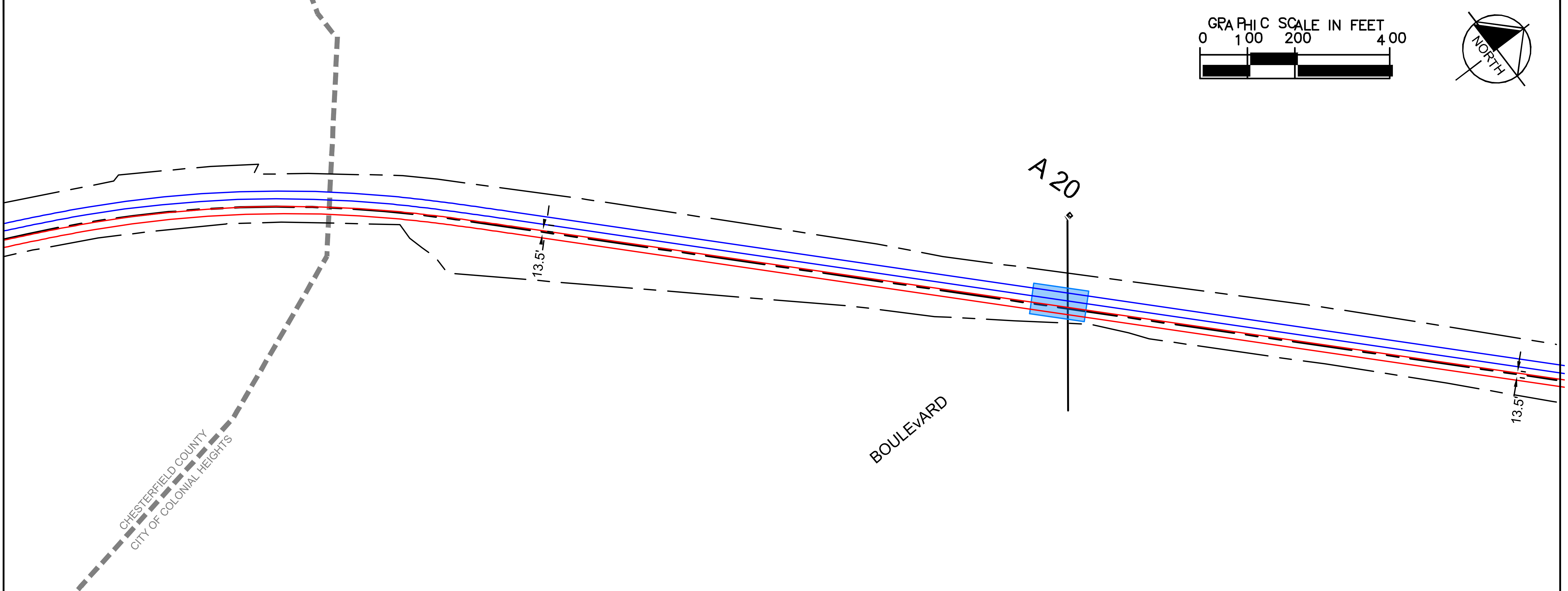

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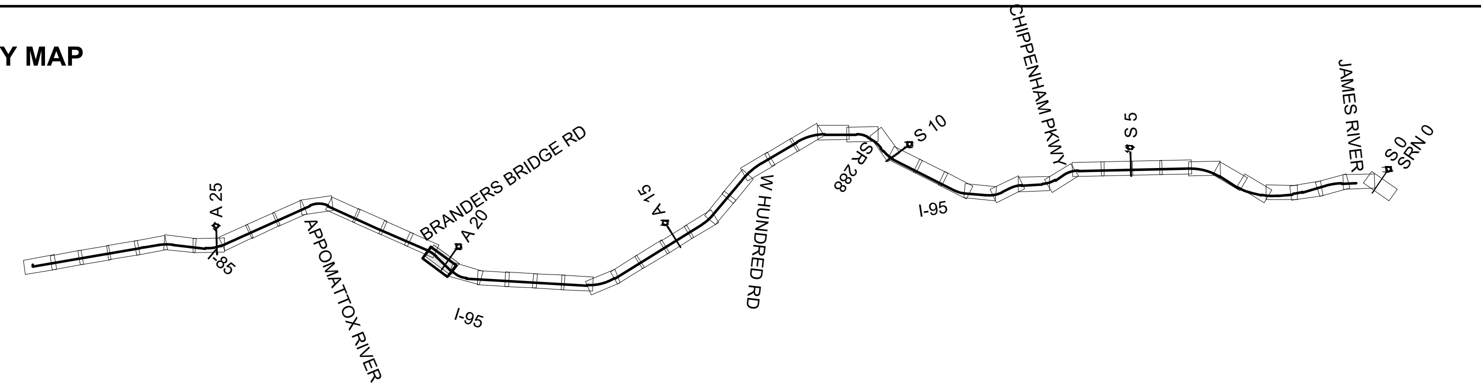

—	DRPT TRACK
—	CSXT TRACK
— — · — —	CSXT-DRPT DELINEATION
— - —	CSXT ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
—	RETAINING WALL
🟥	DRPT BRIDGE
🟦	CSXT BRIDGE
🟥	STATION PLATFORM
🟧	VDOT BRIDGE
🟩	POTENTIAL ROW IMPACT

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00064

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-268
OF
EV-283

Mar, 19 2021 12:00 pm K:\VIA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Groft

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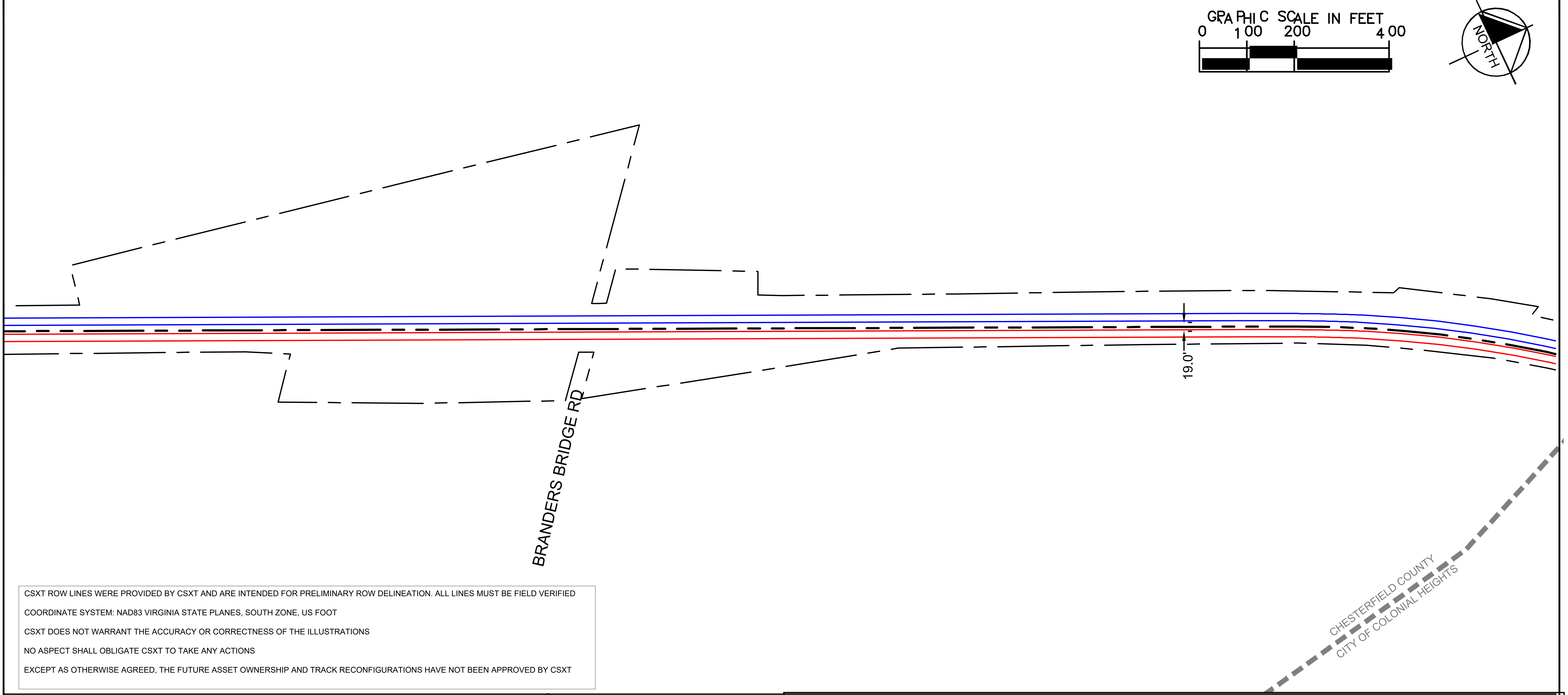

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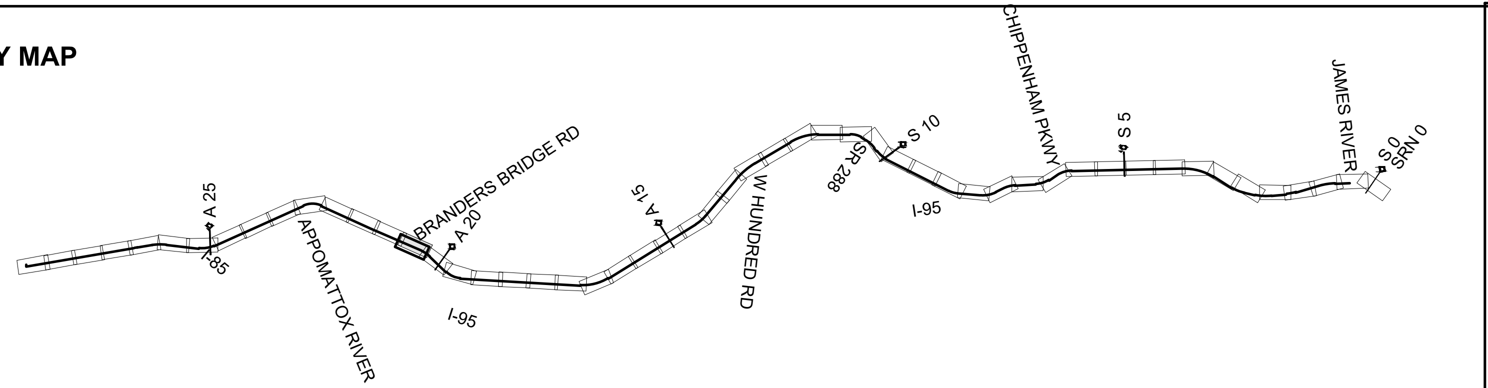

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

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S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00064
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-269
OF
EV-283

Mar, 19 2021 12:00 pm K:\NVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Grafft

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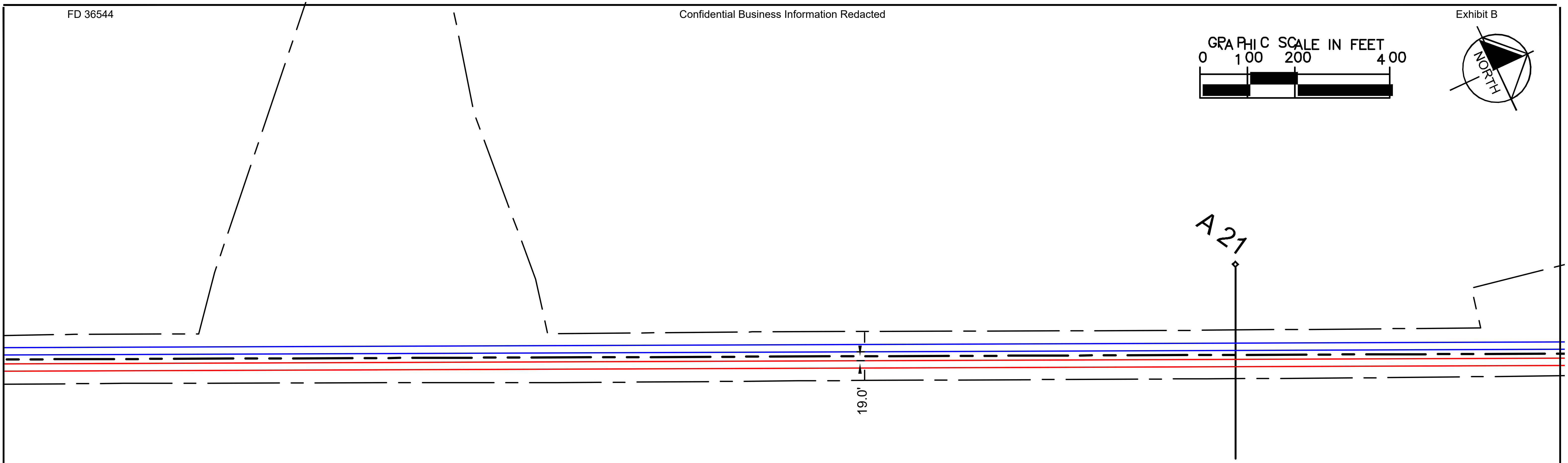

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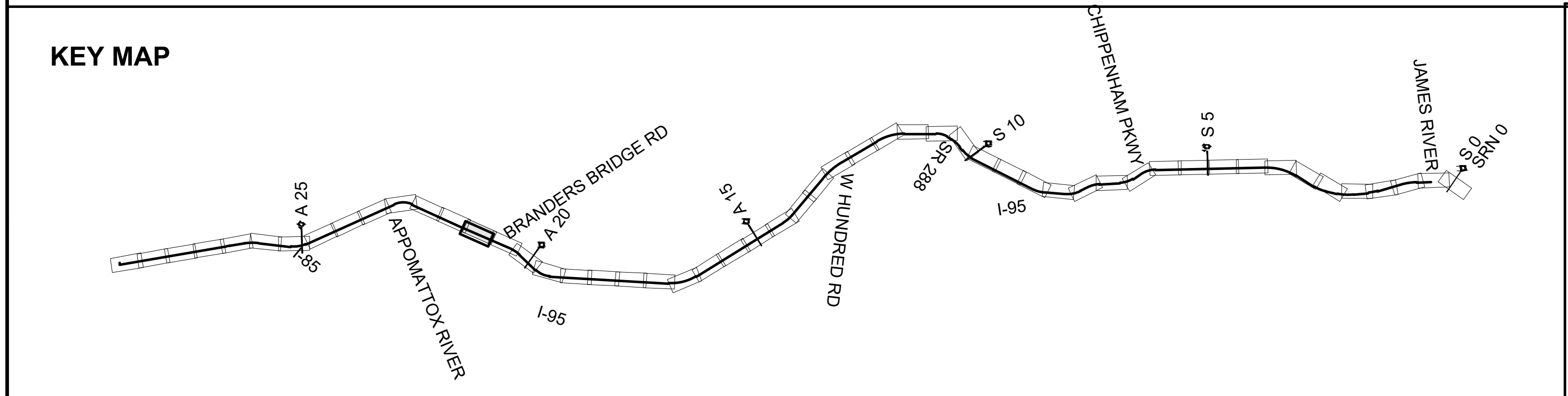

— DRPT TRACK
— CSXT TRACK
— - — CSXT-DRPT DELINEATION
— - — CSXT ROW
▬ ▬ ▬ JURISDICTION LINE (FROM GIS)
— RETAINING WALL
🟥 DRPT BRIDGE
🟦 CSXT BRIDGE
🟥 STATION PLATFORM
🟧 VDOT BRIDGE
🟩 POTENTIAL ROW IMPACT

JURISDICTION: City of Colonial Heights/Chesterfield County

CSX How tomorrow moves

DRPT

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S1A - JAMES RIVER CONNECTION

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Kimley»Horn

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EV-270
OF
EV-283

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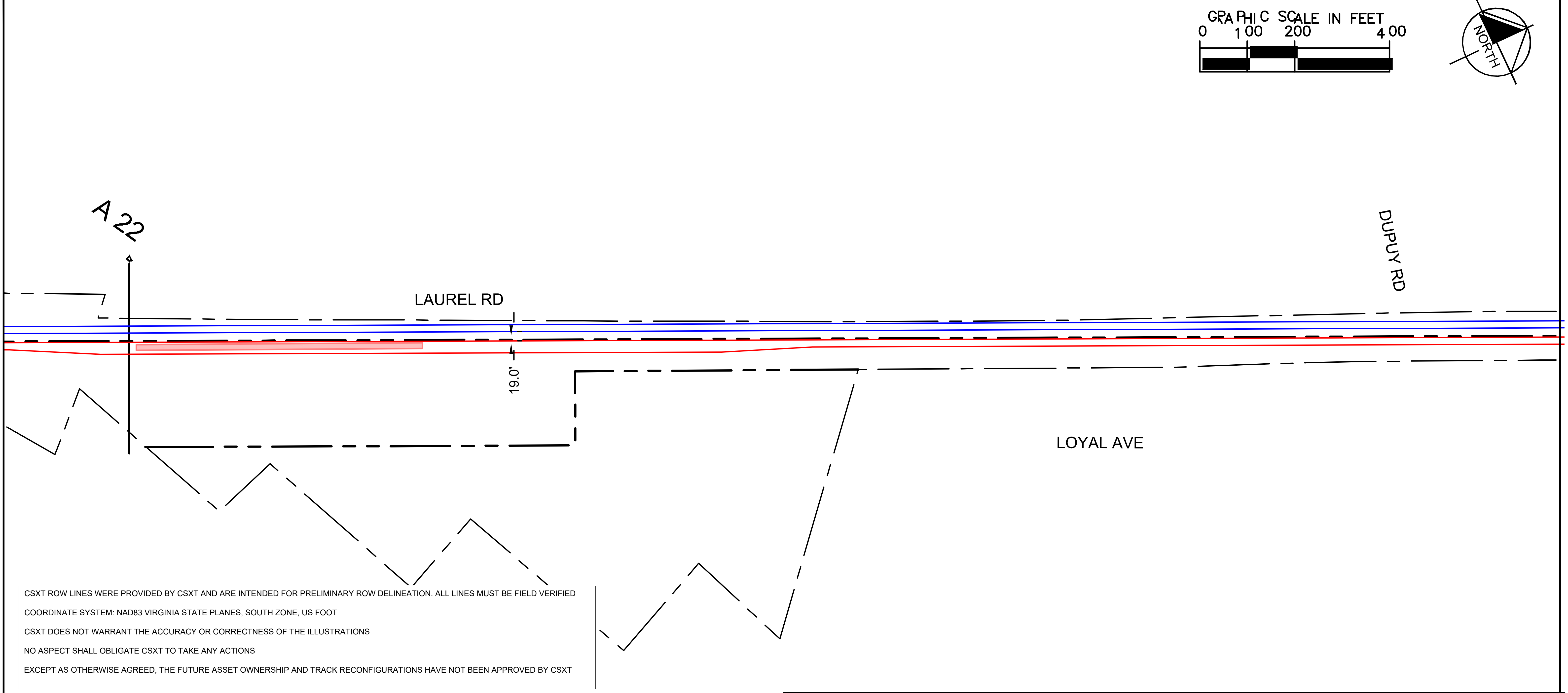

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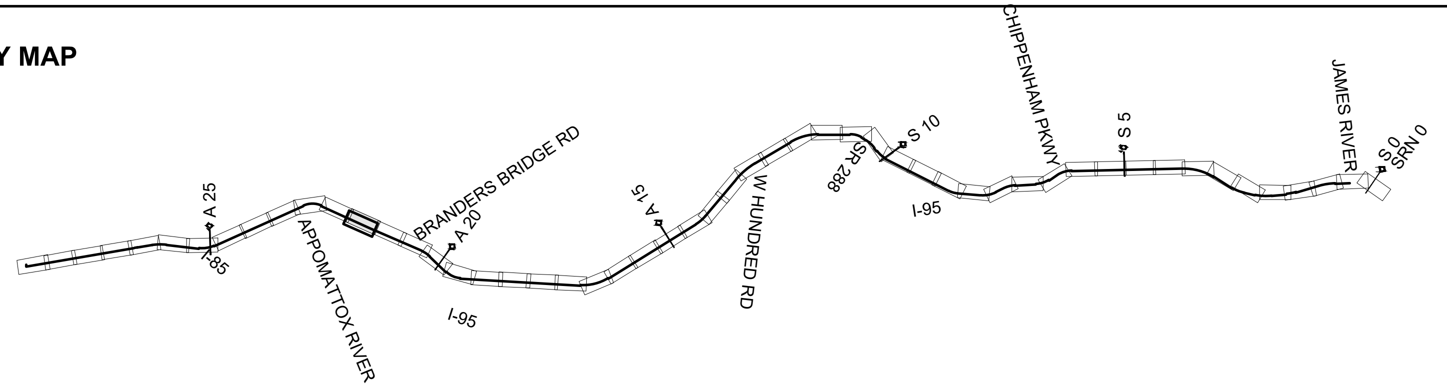

—	DRPT TRACK	🟥	DRPT BRIDGE
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— — - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
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▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

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CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00065

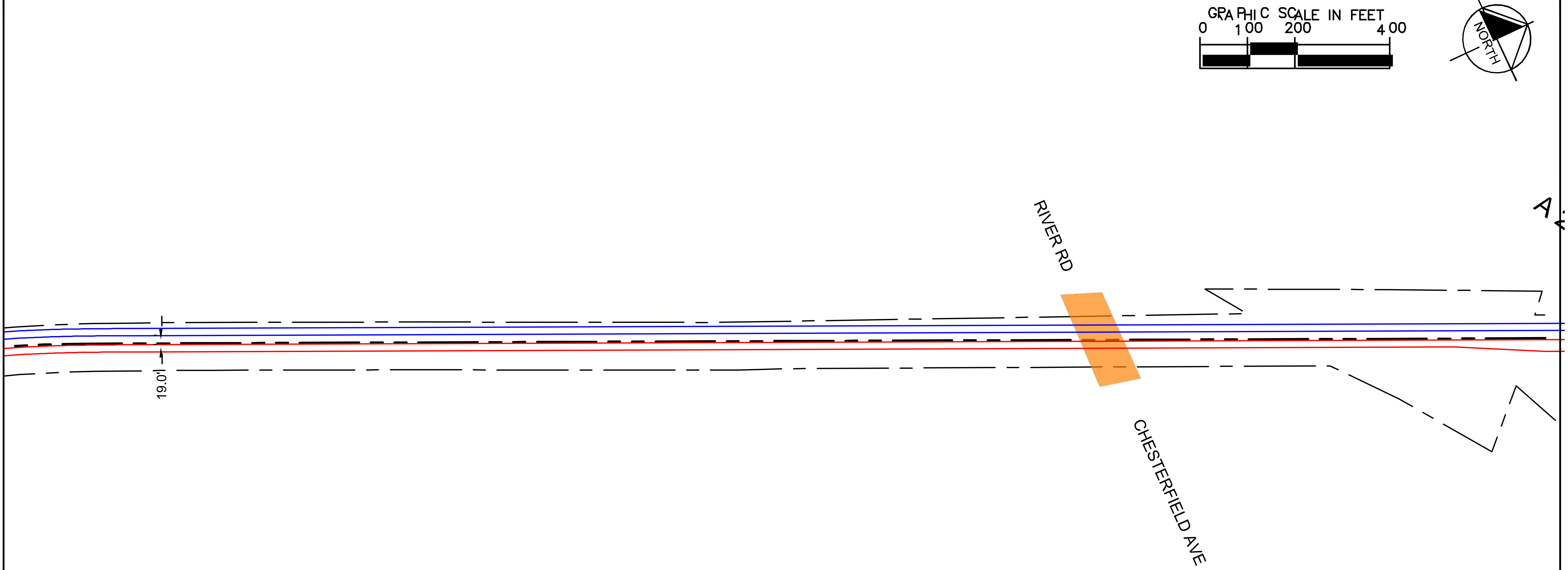
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-271
OF
EV-283

Mar, 19 2021 12:00 pm K:\VVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Grafft

Exhibit B



CSXT ROW LINES WERE PROVIDED BY CSXT AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED

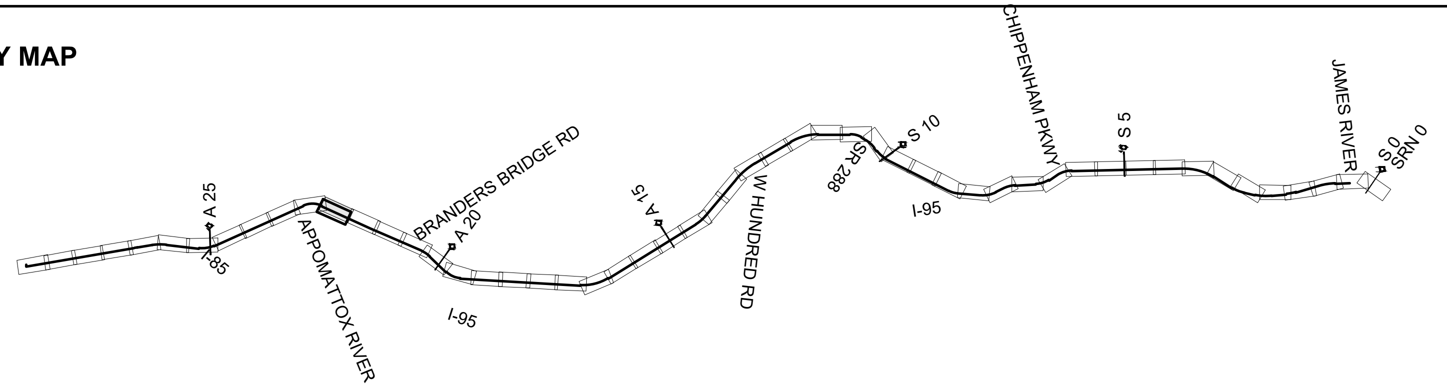
COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

CSXT DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE ILLUSTRATIONS

NO ASPECT SHALL OBLIGATE CSXT TO TAKE ANY ACTIONS

EXCEPT AS OTHERWISE AGREED, THE FUTURE ASSET OWNERSHIP AND TRACK RECONFIGURATIONS HAVE NOT BEEN APPROVED BY CSXT

KEY MAP



🟥 line	DRPT TRACK	🟥	DRPT BRIDGE
🟦 line	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County/City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00065

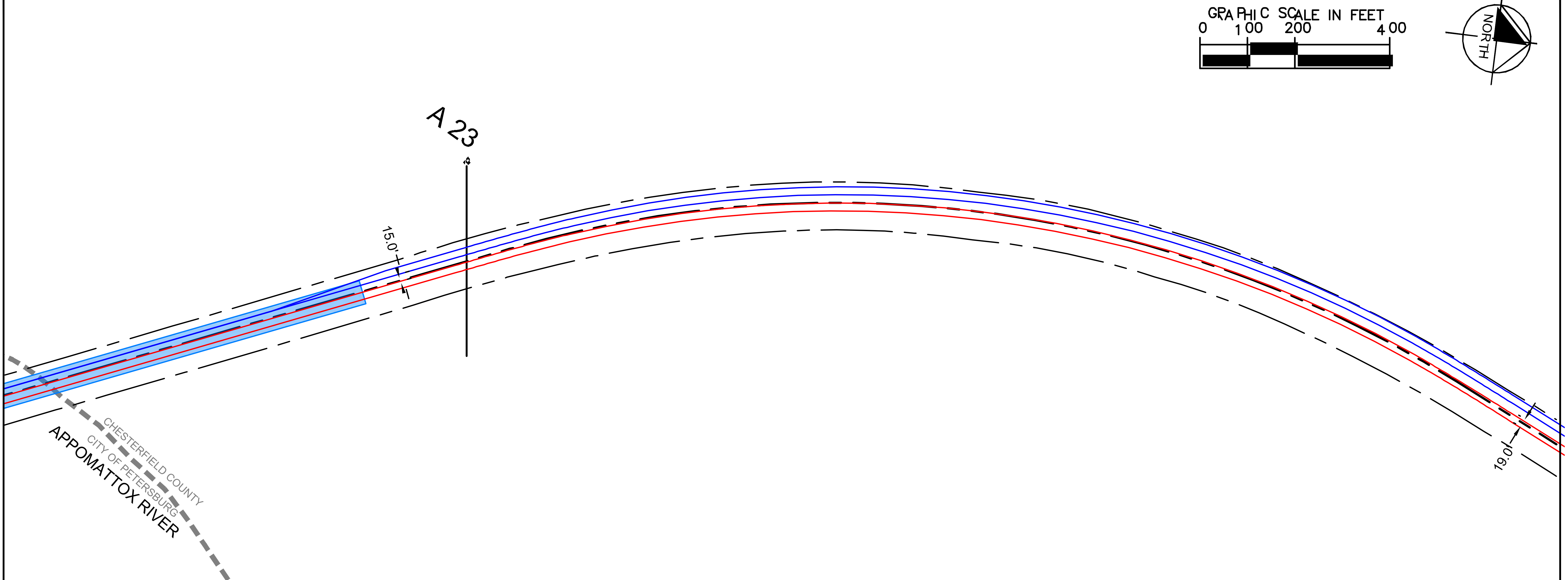
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-272
OF
EV-283

Mar. 19 2021 12:00 pm K:\VVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sybray, Graitt

Exhibit B



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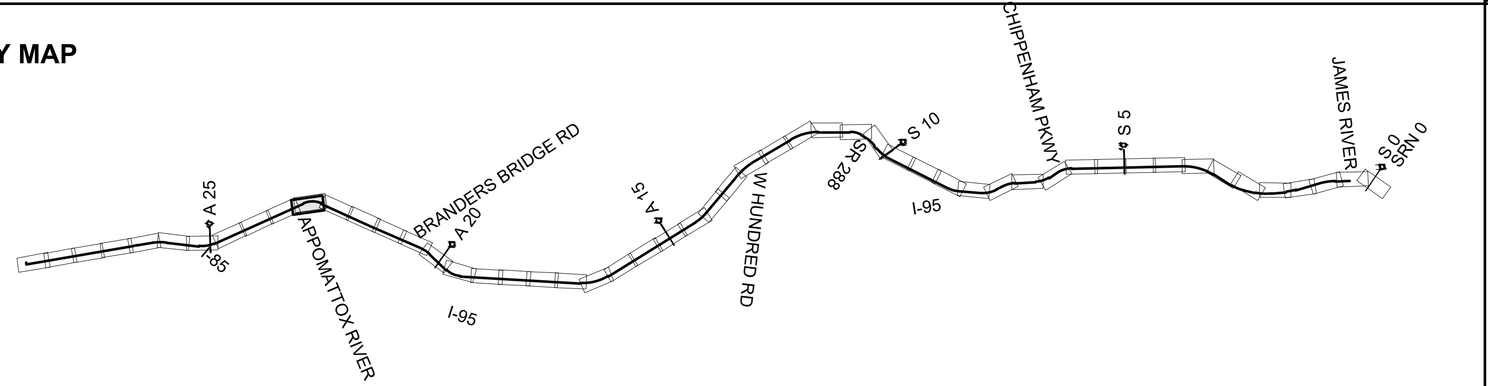

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Chesterfield County/City of Petersburg

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00065

DATE: 3/19/2021

SHEET
EV-273
OF
EV-283

Mar. 19 2021 12:00 pm K:\VWA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\OLD\Sheets\PSA_x3-Ownership-Layout.dwg By: Sydney.Graft

FD 36544

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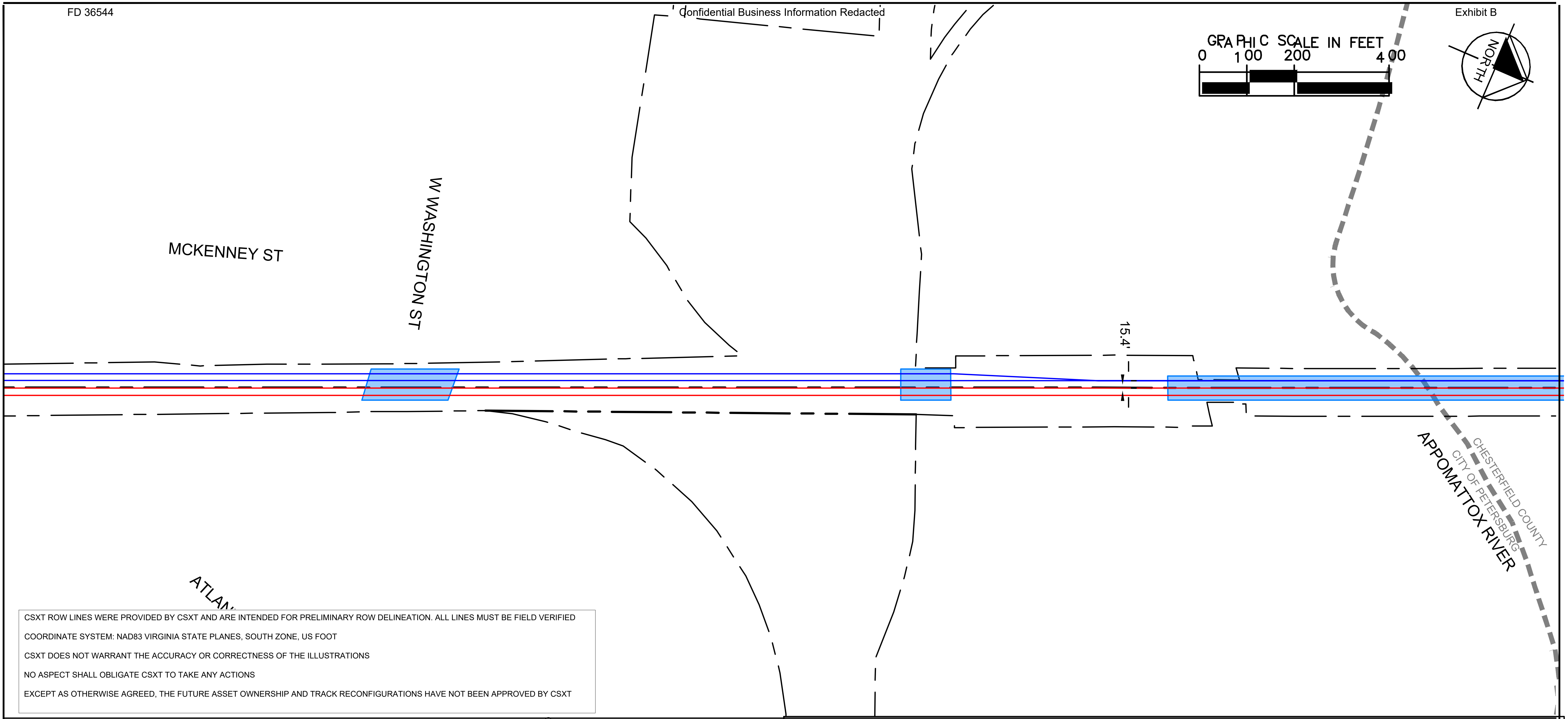
Exhibit B



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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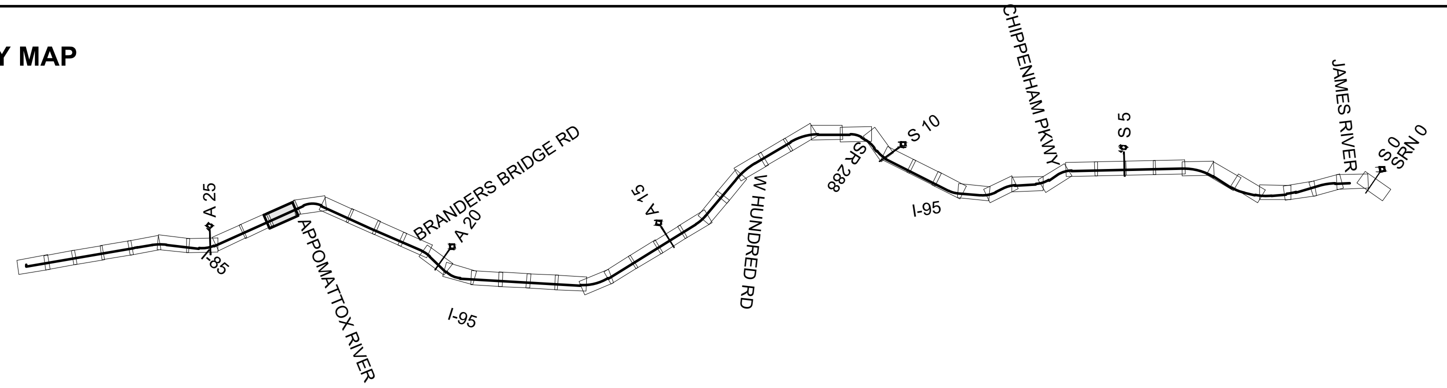


──	DRPT TRACK	🟥	DRPT BRIDGE
──	CSXT TRACK	🟦	CSXT BRIDGE
─·─	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
─ - ─	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
──	RETAINING WALL		

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

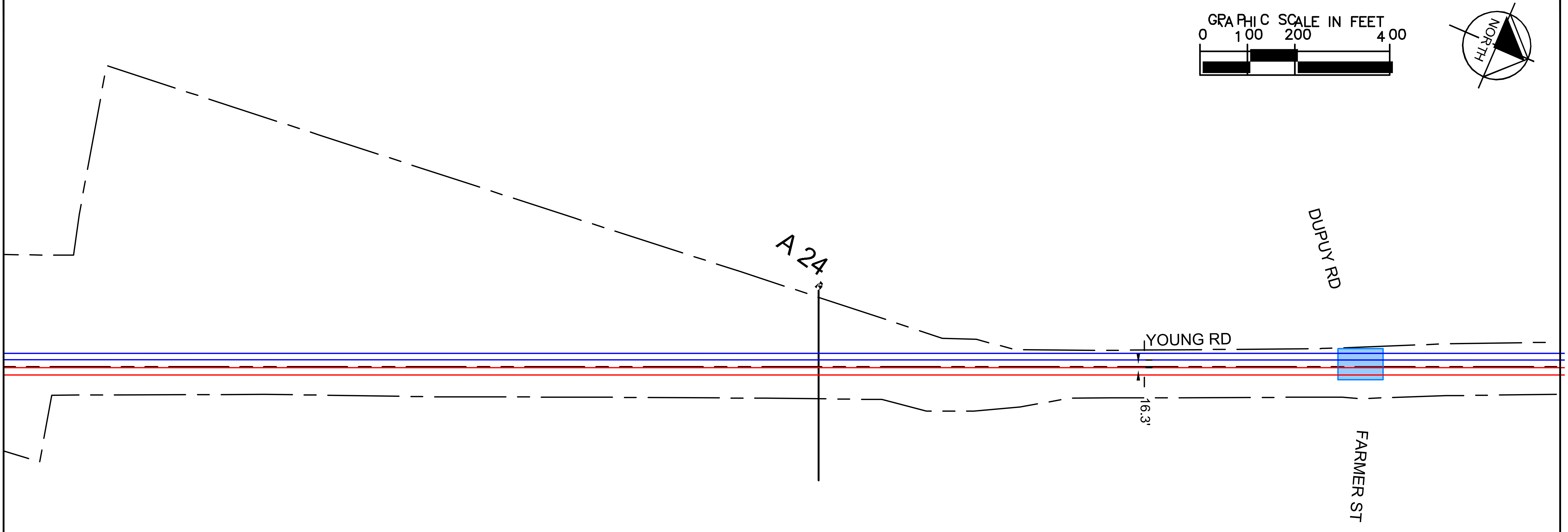
CSXT VAL MAP:V04689

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-274
OF
EV-283

Exhibit B



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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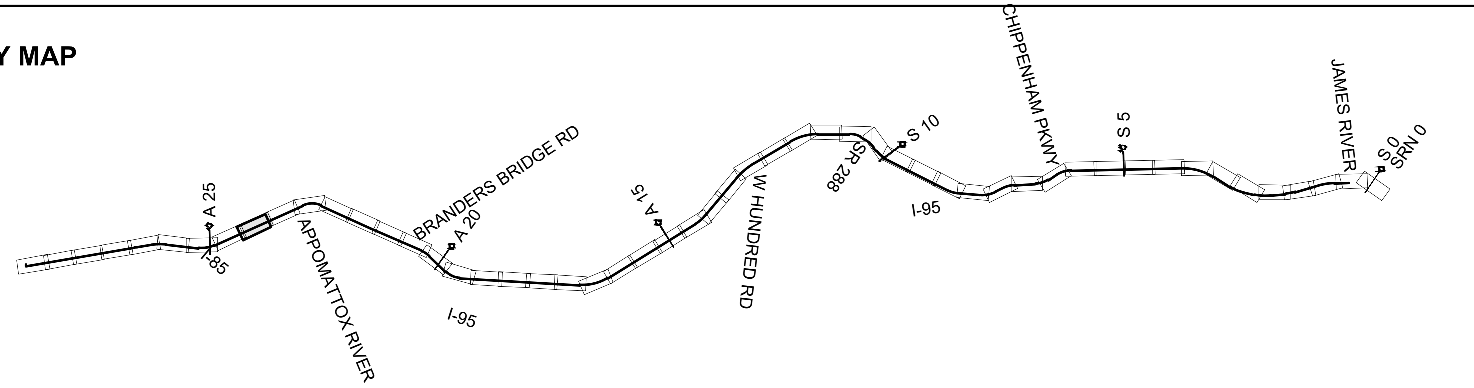
KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
- - - -	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Petersburg

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00066

DATE: 3/19/2021

SHEET
EV-275
OF
EV-283

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FD 36544

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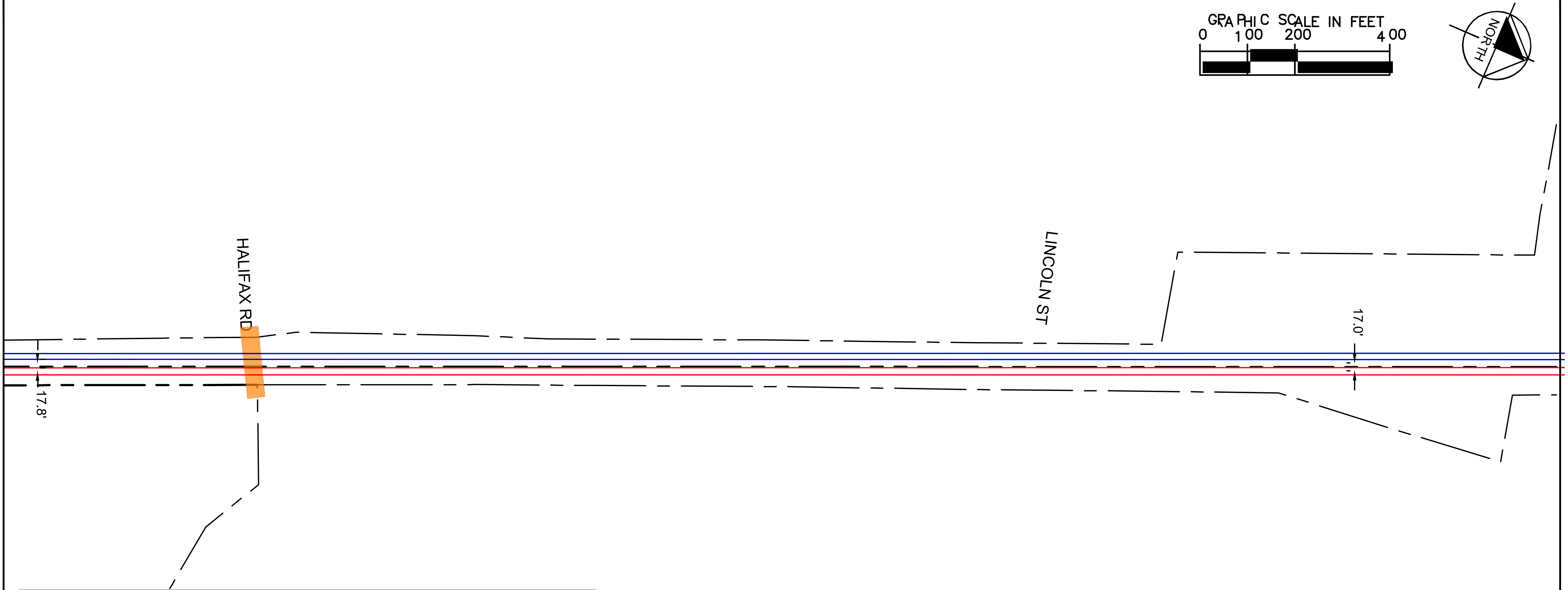
Exhibit B



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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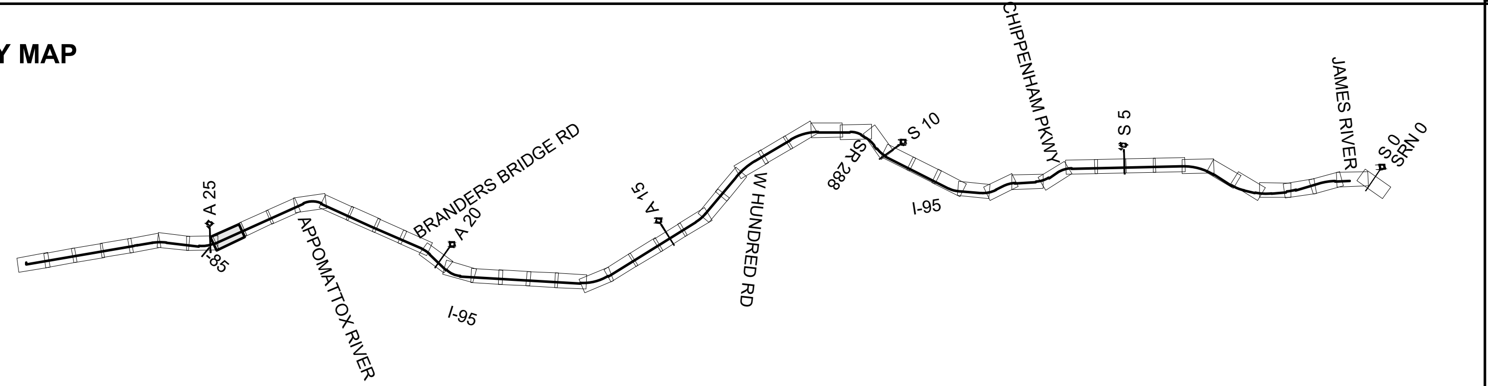
KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00066

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-276
OF
EV-283

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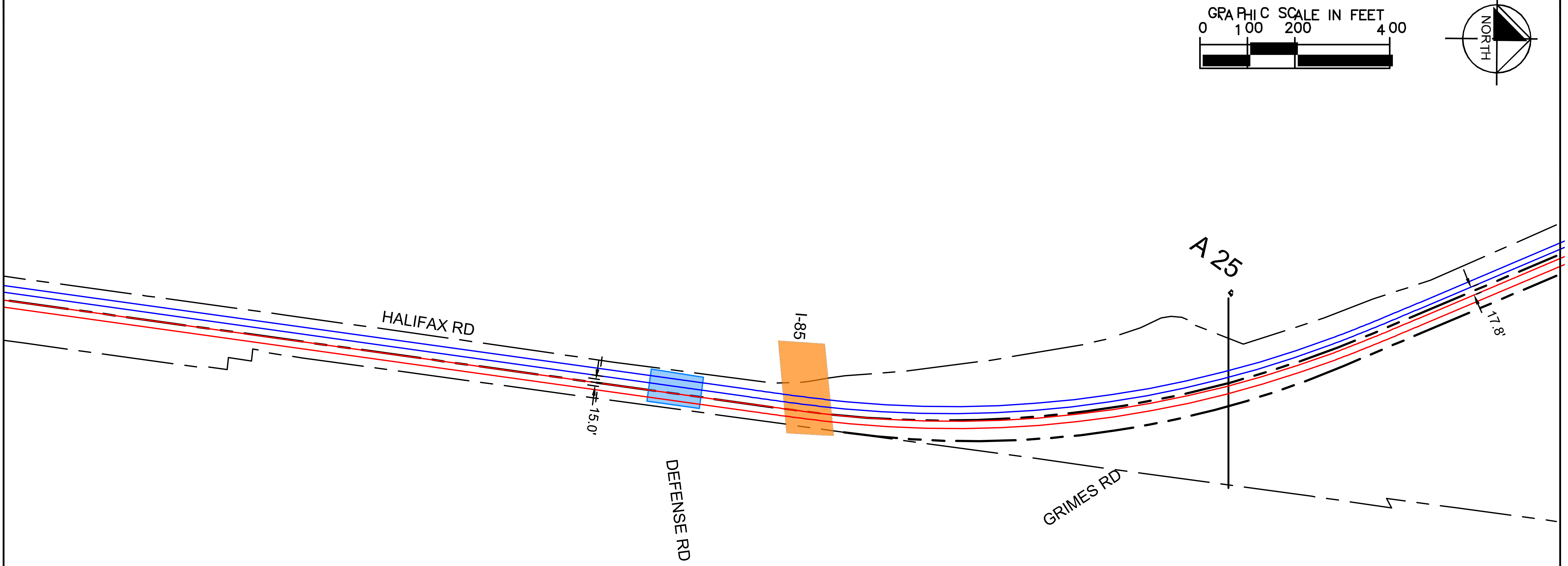
Exhibit B



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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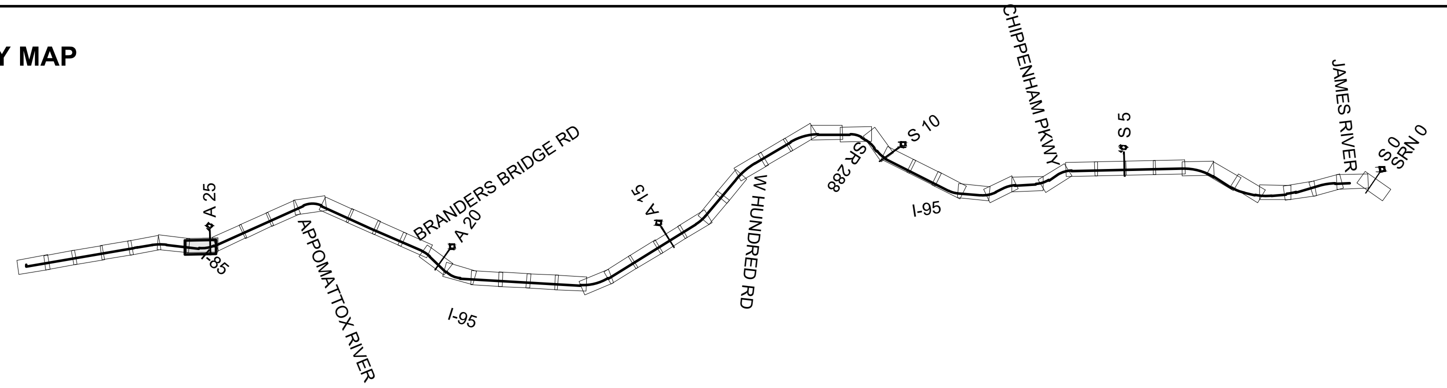
KEY MAP



🟥	DRPT TRACK	🟥	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— — - — —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
—— - ——	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
——	RETAINING WALL		

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

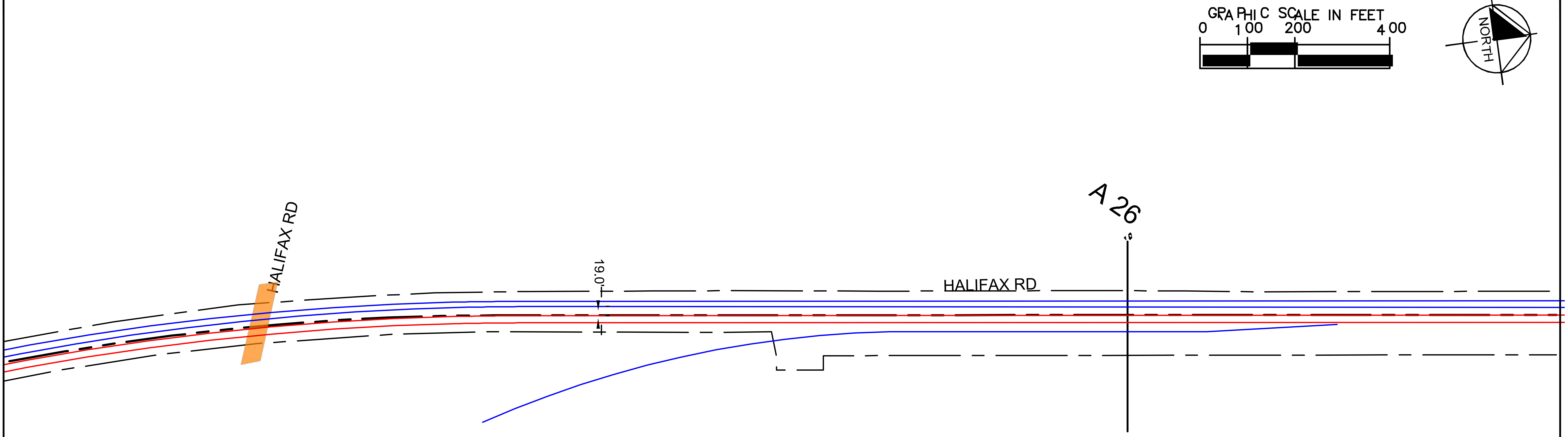
ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00036

DATE: 3/19/2021

Kimley»Horn

SHEET
EV-277
OF
EV-283



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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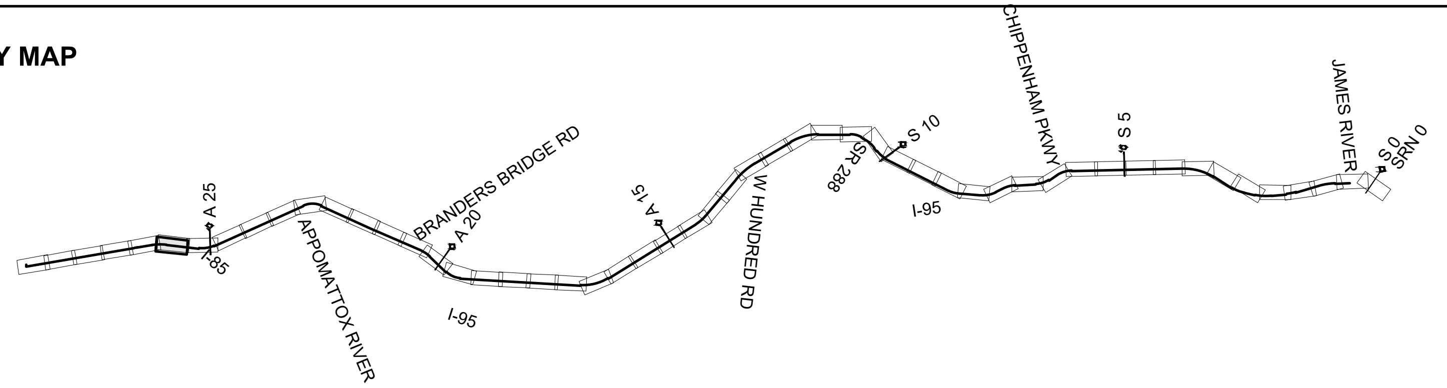
KEY MAP



🟥	DRPT TRACK	▨	DRPT BRIDGE
🟦	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Petersburg

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00037

DATE: 3/19/2021

SHEET
EV-278
OF
EV-283

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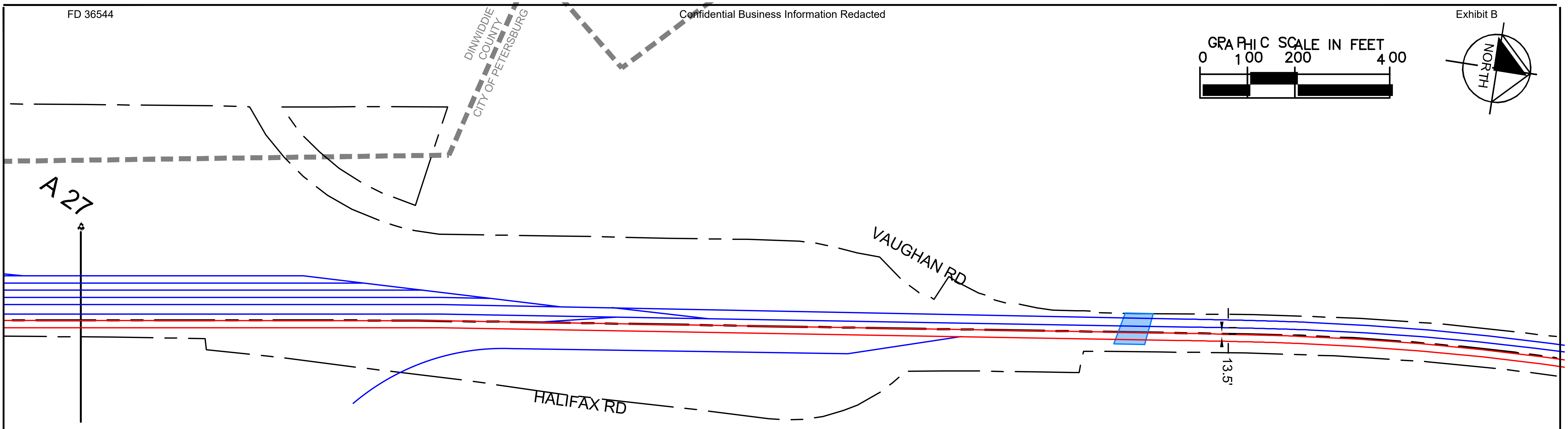
Exhibit B



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COORDINATE SYSTEM: NAD83 VIRGINIA STATE PLANES, SOUTH ZONE, US FOOT

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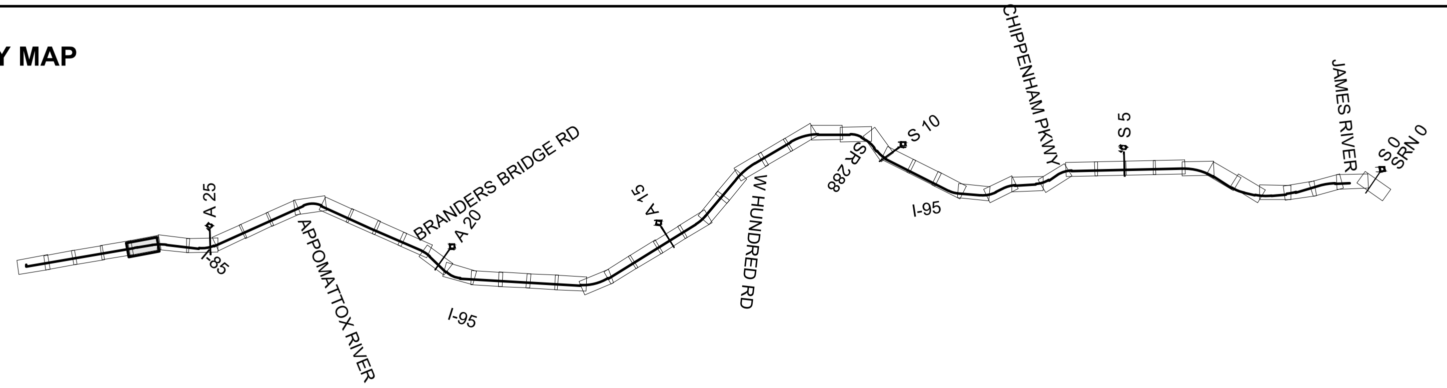

—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Petersburg

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00041

DATE: 3/19/2021

SHEET
EV-279
OF
EV-283

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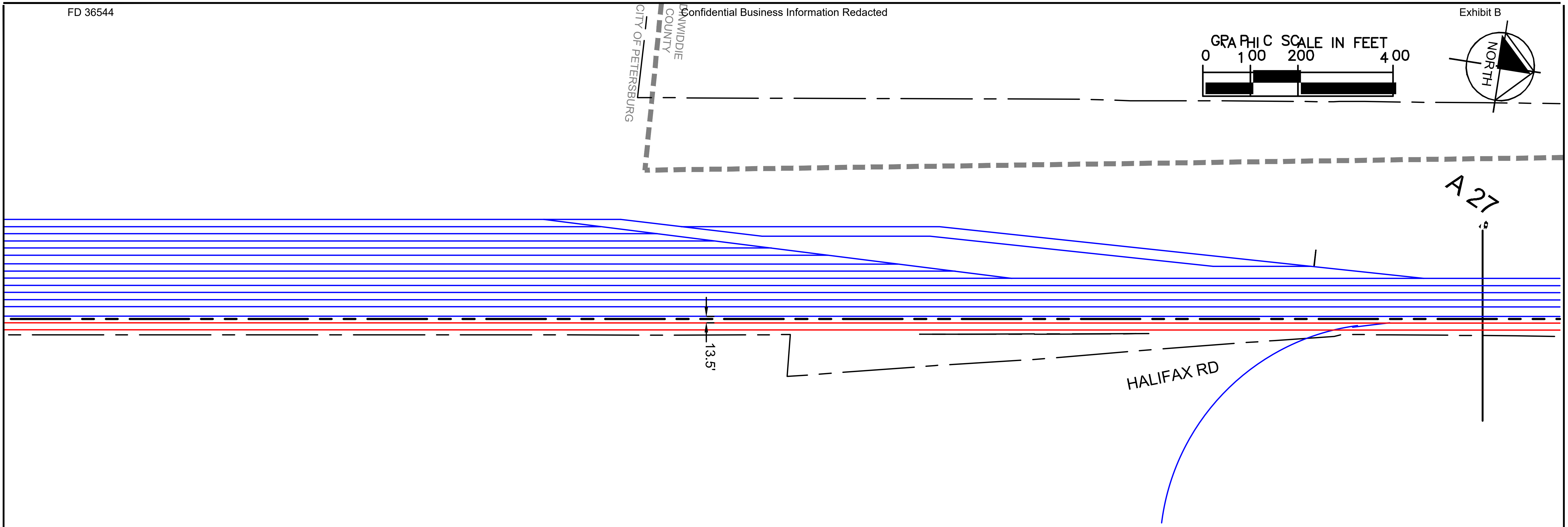

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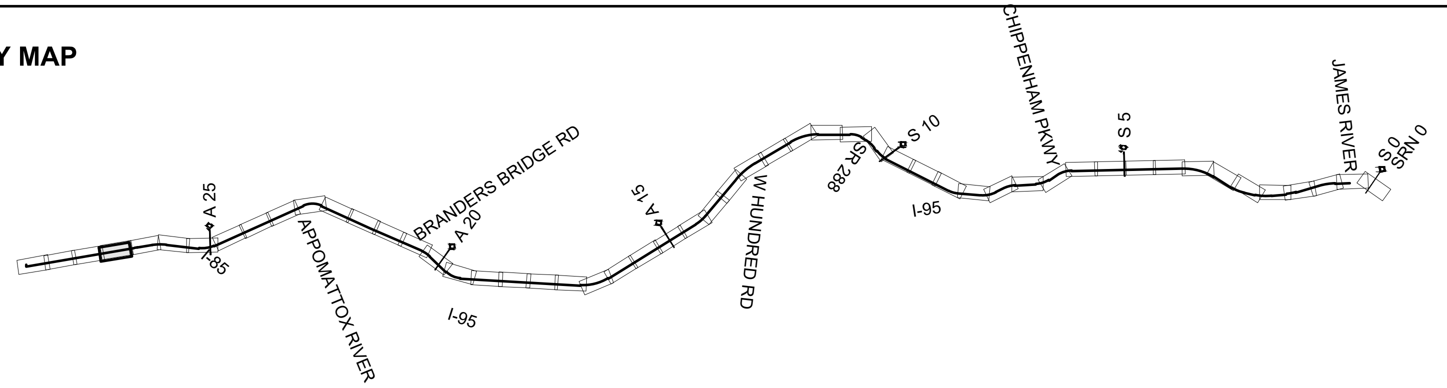


🟥 line	DRPT TRACK	🟥	DRPT BRIDGE
🟦 line	CSXT TRACK	🟦	CSXT BRIDGE
▬ - ▬	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Petersburg

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

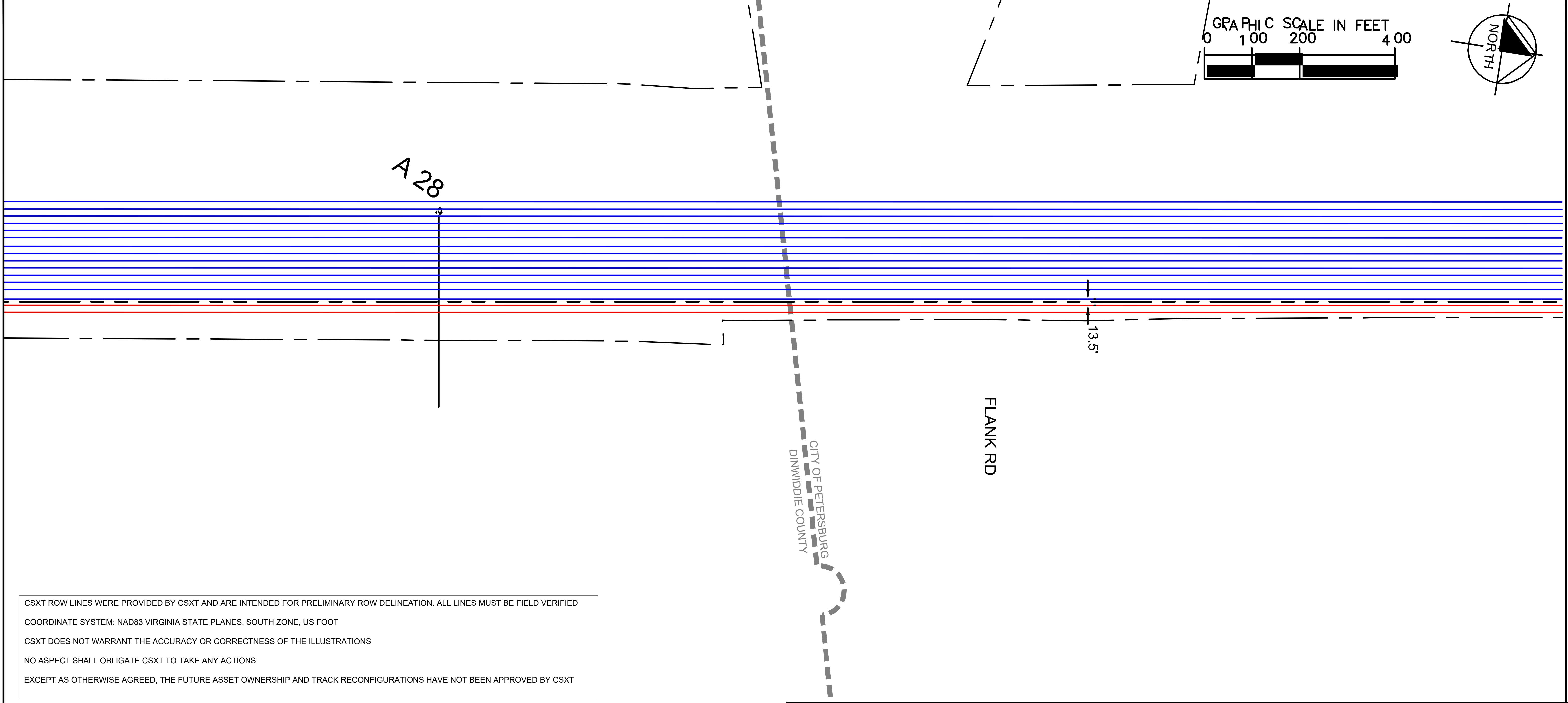
CSXT VAL MAP:V00041
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-280
OF
EV-283

Mar, 19 2021 12:00 pm K:\VVA_Transit\113262000 – Atlantic Gateway Program\Production\AWP\Task 10 – Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sybrey.Gratt

Exhibit B



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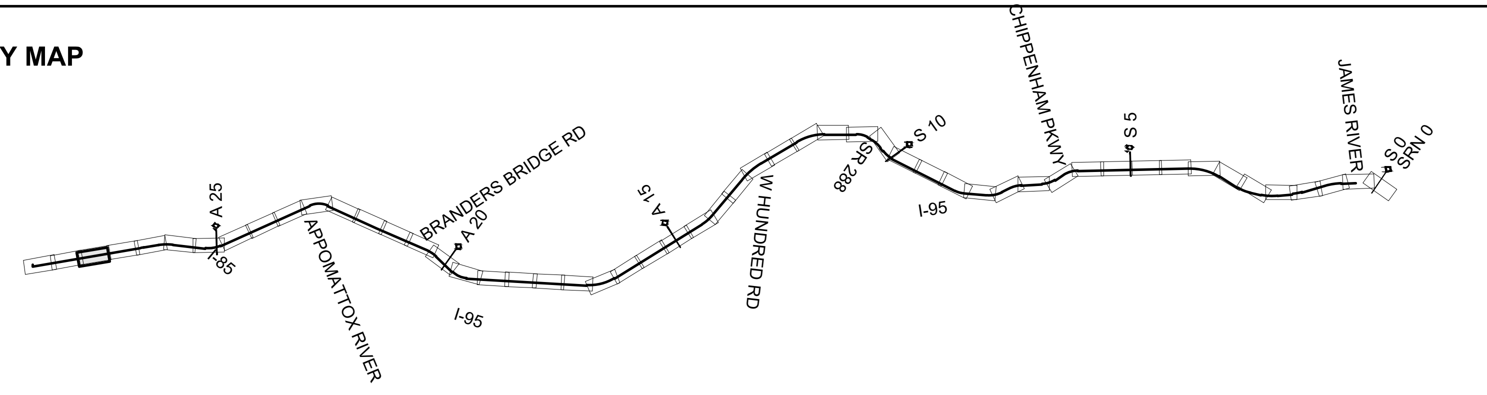

—	DRPT TRACK	▨	DRPT BRIDGE
—	CSXT TRACK	▨	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	▨	STATION PLATFORM
— - —	CSXT ROW	▨	VDOT BRIDGE
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Petersburg/Dinwiddie County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00039
DATE: 3/19/2021

SHEET
EV-281
OF
EV-283

Mar, 19 2021 12:00 pm K:\VVA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS1A_xS-Ownership-Layout.dwg By: Sydney.Grault

FD 36544

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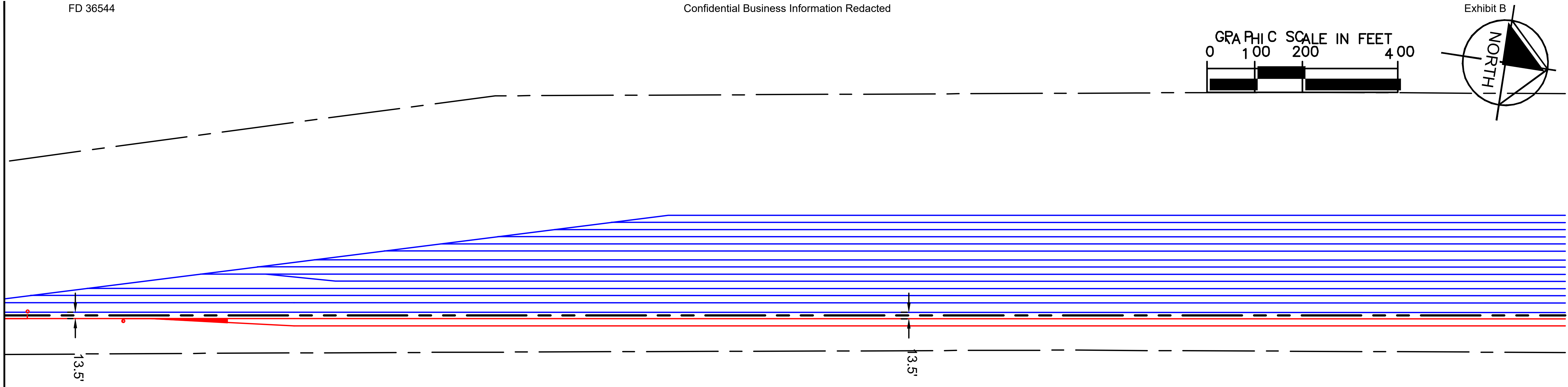

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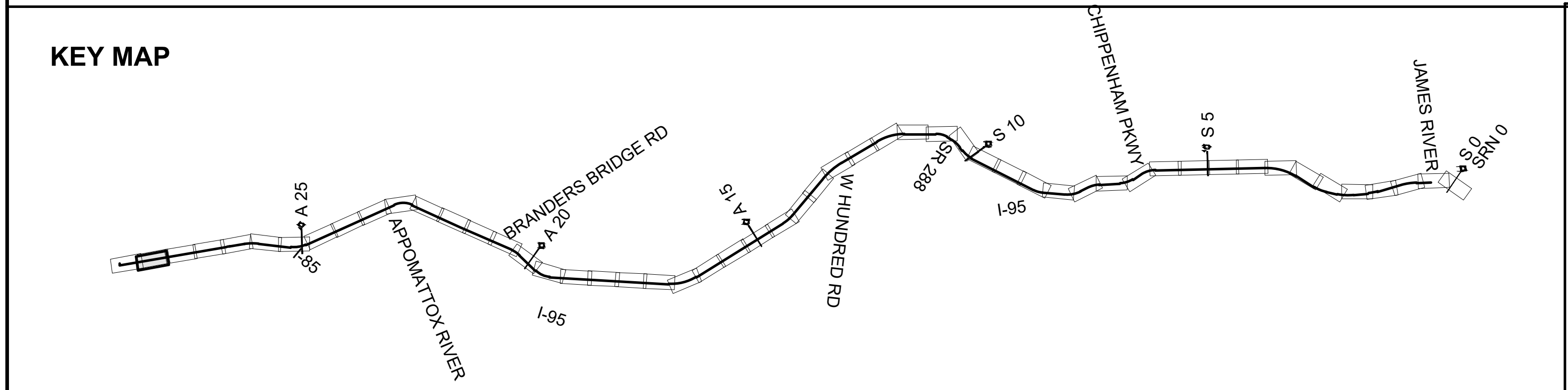


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: City of Petersburg/Dinwiddie County

CSX How tomorrow moves

DRPT

ENHANCED VALUATION MAPS

(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)

S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00039

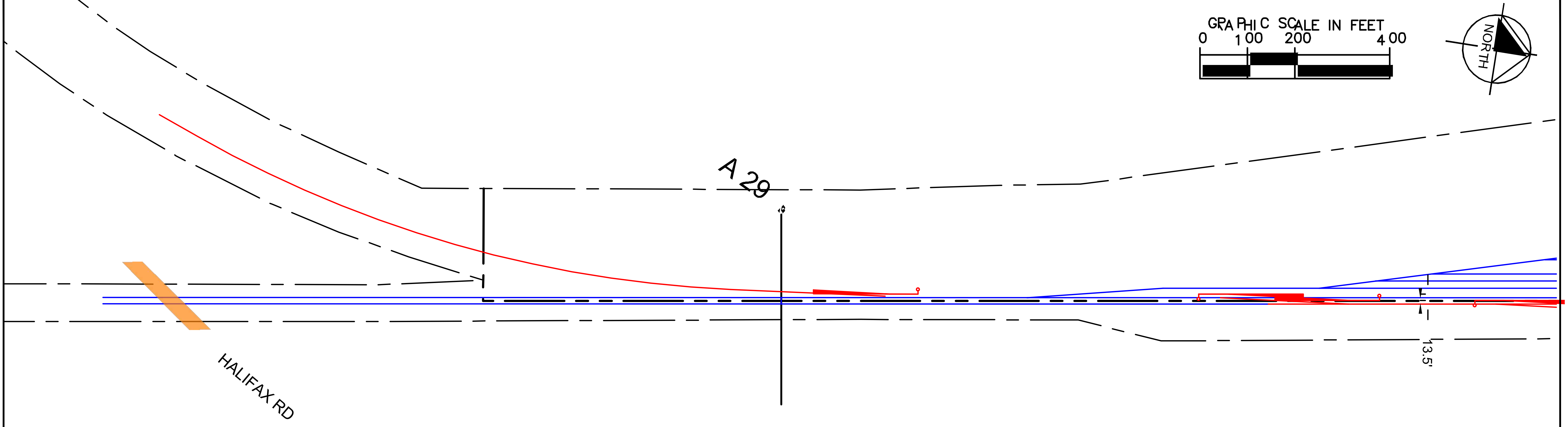
DATE: 3/19/2021

Kimley»Horn

SHEET
EV-282
OF
EV-283

Mar. 19 2021 12:00 pm K:\VWA_Transit\113282000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\FS1A_xS-Ownership-Layout.dwg By: Sydney.Croft

Exhibit B



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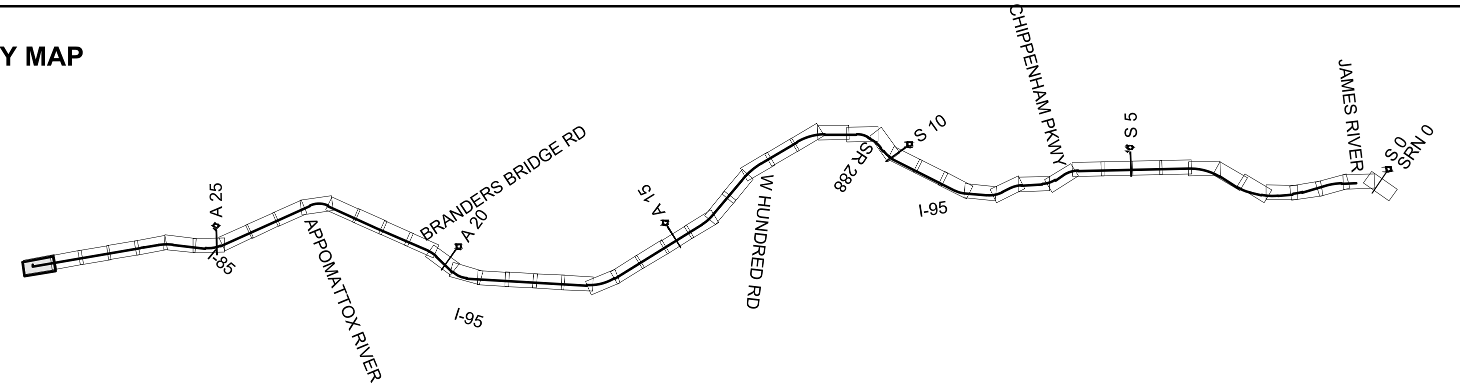


—	DRPT TRACK	🟥	DRPT BRIDGE
—	CSXT TRACK	🟦	CSXT BRIDGE
— - - —	CSXT-DRPT DELINEATION	🟥	STATION PLATFORM
— - —	CSXT ROW	🟧	VDOT BRIDGE
▬ ▬ ▬ ▬	JURISDICTION LINE (FROM GIS)	🟩	POTENTIAL ROW IMPACT
—	RETAINING WALL		

JURISDICTION: Dinwiddie County

ENHANCED VALUATION MAPS
(NON-BINDING ILLUSTRATIONS OF DRPT'S VIEW OF FUTURE OWNERSHIP)
S1A - JAMES RIVER CONNECTION

CSXT VAL MAP:V00038
DATE: 3/19/2021

SHEET
EV-283
OF
EV-283

Mar. 19 2021 12:00 pm K:\VVA_Transit\113262000 - Atlantic Gateway Program\Production\AWP\Task 10 - Technical Assistance_S1A_James River Connection\CAD\Sheets\PS\A_x5-Ownership-Layout.dwg By: Sydney.Grafft

EXHIBIT B-2

GIS Map #	State	County	Intelligent #
04779-001	NC	Warren	V1NC/L1/S3A
04776-001	NC	Warren	V1NC/L1/1
04777-001	NC	Warren	V1NC/L1/2
04780-001	NC	Warren	V1NC/L1/S3B
04778-001	NC	Warren	V1NC/L1/3
04701-001	VA	Brunswick	V1VA/L3/15
04702-001	VA	Brunswick	V1VA/L3/16
04703-001	VA	Brunswick	V1VA/L3/17
04704-001	VA	Brunswick	V1VA/L3/18
04705-001	VA	Brunswick	V1VA/L3/19
04700-002	VA	Brunswick	V1VA/L3/14
04695-001	VA	Dinwiddie	V1VA/L3/9
04696-001	VA	Dinwiddie	V1VA/L3/10
04697-001	VA	Dinwiddie	V1VA/L3/11
33354-001	VA	Dinwiddie	V1VA/L3/8C
04693-001	VA	Dinwiddie	V1VA/L3/8B
00040-001	VA	Dinwiddie	V2VA/7A
04698-001	VA	Dinwiddie	V1VA/L3/12
04699-001	VA	Dinwiddie	V1VA/L3/13
04705-002	VA	Mecklenburg	V1VA/L3/19
04706-001	VA	Mecklenburg	V1VA/L3/20
04707-001	VA	Mecklenburg	V1VA/L3/21
04708-001	VA	Mecklenburg	V1VA/L3/22
04709-001	VA	Mecklenburg	V1VA/L3/23
04710-001	VA	Mecklenburg	V1VA/L3/24

EXHIBIT B-3

GIS Map #	State	County	Intelligent #
13150-001	VA	Albemarle	V2/102
13168-001	VA	Albemarle	V2/117
13169-001	VA	Albemarle	V2/118
13162-001	VA	Albemarle	V2/111
13149-001	VA	Albemarle	V2/101
13148-001	VA	Albemarle	V2/100
13461-002	VA	Albemarle	V3B/15
13146-001	VA	Albemarle	V2/98
13147-001	VA	Albemarle	V2/99
13153-001	VA	Albemarle	V2/105
13151-001	VA	Albemarle	V2/103
13152-001	VA	Albemarle	V2/104
13163-001	VA	Albemarle	V2/112
13164-001	VA	Albemarle	V2/113
13165-001	VA	Albemarle	V2/114
13166-001	VA	Albemarle	V2/115
13167-001	VA	Albemarle	V2/116
13170-001	VA	Albemarle	V2/119
13145-002	VA	Albemarle	V2/97
13161-001	VA	Albemarle	V2/110
13154-001	VA	Albemarle	V2/106
13158-002	VA	Albemarle	V2/108
13160-002	VA	Albemarle	V2/109
13210-001	VA	Alleghany	V2/157
13211-001	VA	Alleghany	V2/158
13212-001	VA	Alleghany	V2/159
13208-002	VA	Alleghany	V2/156
13175-001	VA	Augusta	V2/125
13187-001	VA	Augusta	V2/136
13191-001	VA	Augusta	V2/140
13188-001	VA	Augusta	V2/137
13183-002	VA	Augusta	V2/132
13178-001	VA	Augusta	V2/128
13184-001	VA	Augusta	V2/133
13172-001	VA	Augusta	V2/121
13174-001	VA	Augusta	V2/124
13185-001	VA	Augusta	V2/134
13190-001	VA	Augusta	V2/139
13186-001	VA	Augusta	V2/135
13192-001	VA	Augusta	V2/141
13189-001	VA	Augusta	V2/138
13193-001	VA	Augusta	V2/142
13194-001	VA	Augusta	V2/143
13195-001	VA	Augusta	V2/144
13177-001	VA	Augusta	V2/127
13176-001	VA	Augusta	V2/126
13171-002	VA	Augusta	V2/120
13202-001	VA	Bath	V2/150
13201-001	VA	Bath	V2/149
13203-001	VA	Bath	V2/151
13204-001	VA	Bath	V2/152
13205-001	VA	Bath	V2/153
13206-001	VA	Bath	V2/154
13207-001	VA	Bath	V2/155

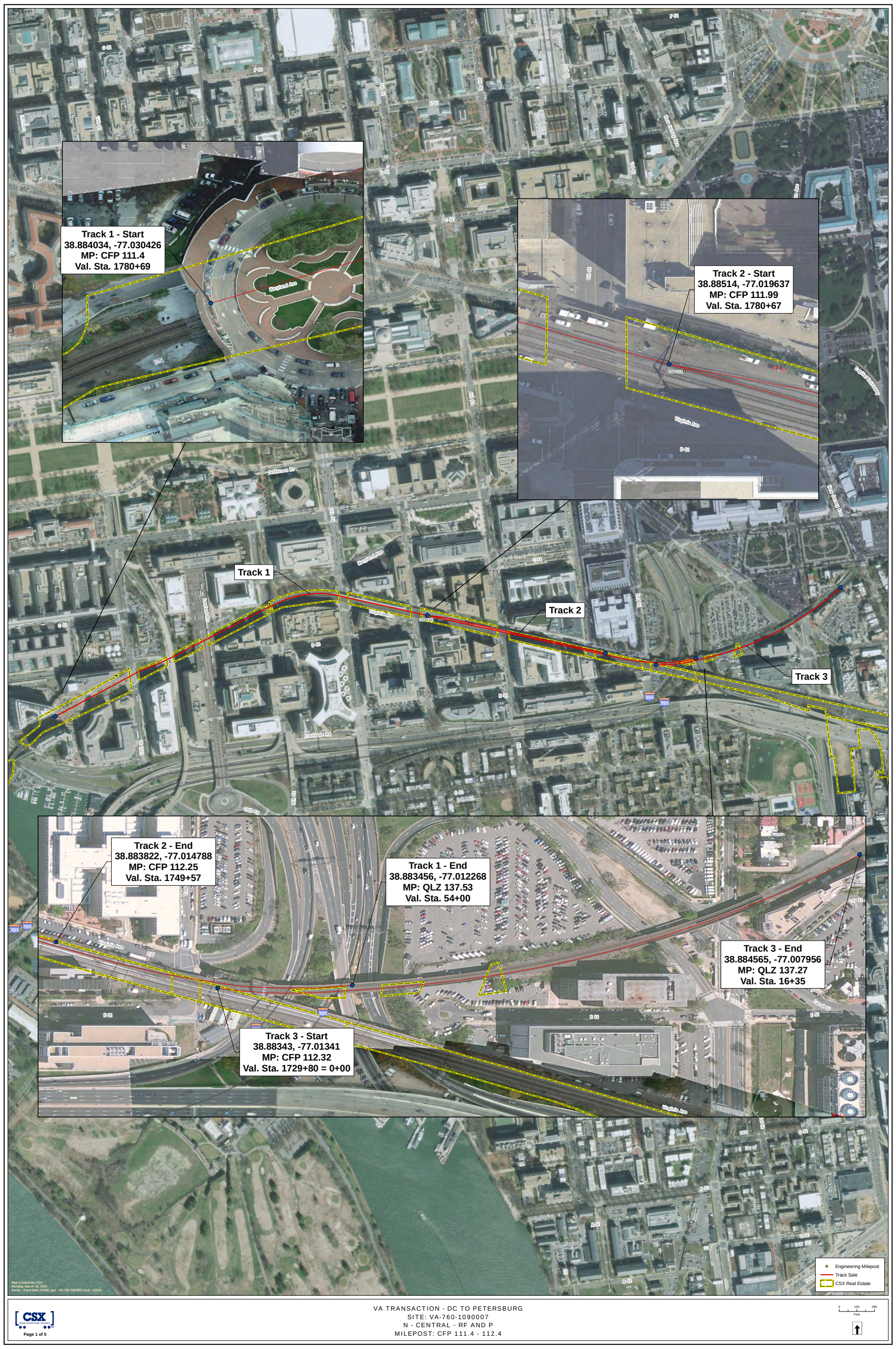
13208-001	VA	Bath	V2/156
13200-002	VA	Bath	V2/148
13126-001	VA	Hanover	V2/78
13127-001	VA	Hanover	V2/79
13124-001	VA	Hanover	V2/76
13125-001	VA	Hanover	V2/77
13121-001	VA	Hanover	V2/74
13122-001	VA	Hanover	V2/75
13118-001	VA	Hanover	V2/71
13119-001	VA	Hanover	V2/72
13120-001	VA	Hanover	V2/73
13135-001	VA	Louisa	V2/87
13136-001	VA	Louisa	V2/88
13128-001	VA	Louisa	V2/80
13129-001	VA	Louisa	V2/81
13130-001	VA	Louisa	V2/82
13131-001	VA	Louisa	V2/83
13132-001	VA	Louisa	V2/84
13133-001	VA	Louisa	V2/85
13134-001	VA	Louisa	V2/86
13137-001	VA	Louisa	V2/89
13138-001	VA	Louisa	V2/90
13139-001	VA	Louisa	V2/91
13140-001	VA	Louisa	V2/92
13141-001	VA	Louisa	V2/93
13142-001	VA	Louisa	V2/94
13143-001	VA	Louisa	V2/95
13144-001	VA	Louisa	V2/96
13145-001	VA	Louisa	V2/97
13127-002	VA	Louisa	V2/79
13171-001	VA	Nelson	V2/120
13170-002	VA	Nelson	V2/119
13143-002	VA	Orange	V2/95
13198-001	VA	Rockbridge	V2/147
13196-001	VA	Rockbridge	V2/145
13197-001	VA	Rockbridge	V2/146
13199-001	VA	Rockbridge	V2/147A
13200-001	VA	Rockbridge	V2/148
13195-002	VA	Rockbridge	V2/144
13155-001	VA	Charlottesville	V2/107SL
13154-002	VA	Charlottesville	V2/106
13158-001	VA	Charlottesville	V2/108
13161-002	VA	Charlottesville	V2/110
13160-001	VA	Charlottesville	V2/109
13181-001	VA	Staunton City	V2/S130B
13183-001	VA	Staunton City	V2/132
13179-001	VA	Staunton City	V2/129
13180-001	VA	Staunton City	V2/S130A
13182-001	VA	Staunton City	V2/131
13178-002	VA	Staunton City	V2/128
13172-002	VA	Waynesboro City	V2/121
09040-001	VA	Waynesboro City	V2/122
13173-001	VA	Waynesboro City	V2/123
13174-002	VA	Waynesboro City	V2/124

EXHIBIT B-4

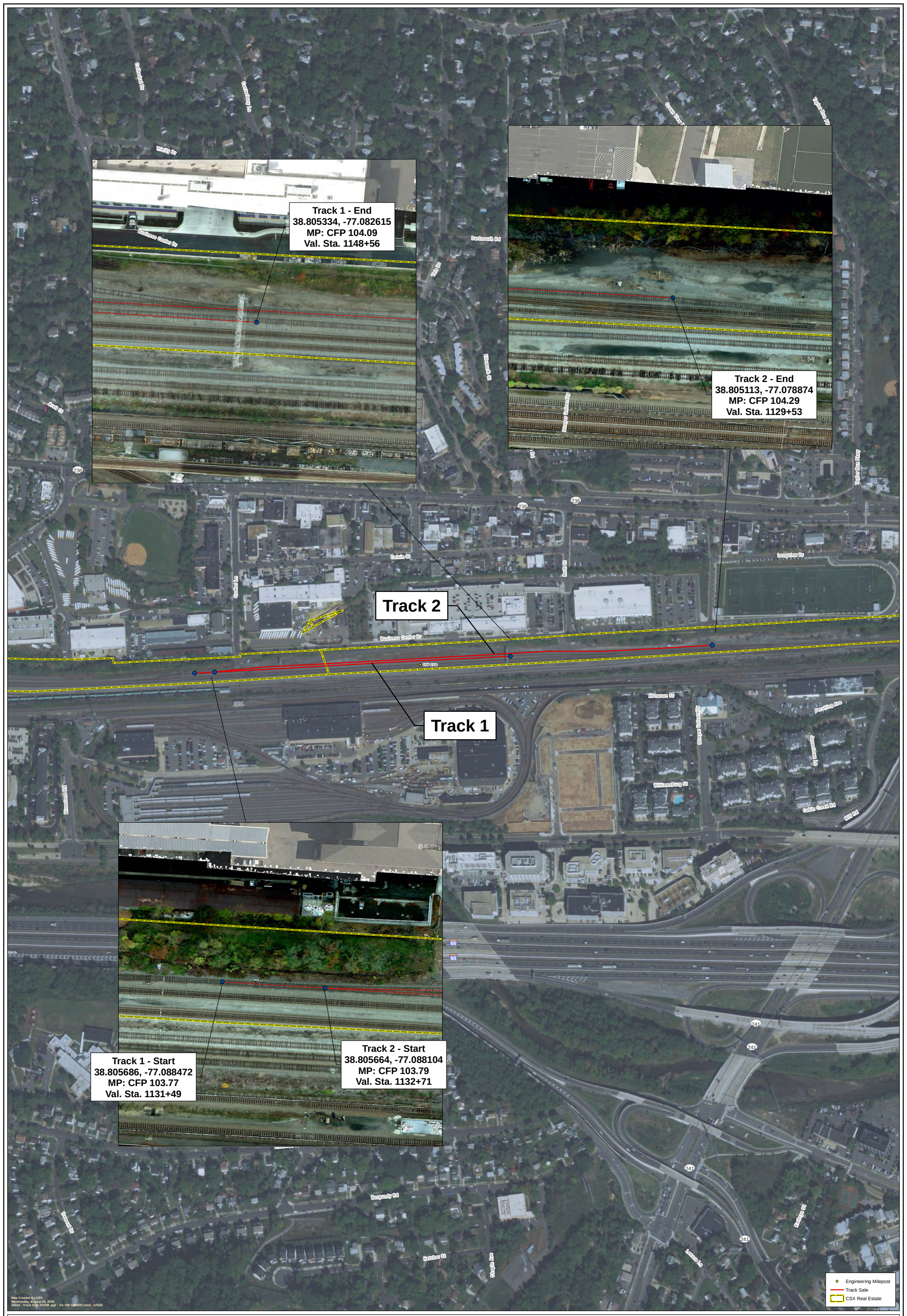
APPURTENANT PROPERTY

Subject to the applicable deed, the tracks identified in red on the aerial photographs that follow, together with associated rails, ties and ballast and together with the structures required to support the foregoing assets (but in any event excluding all signals), such tracks being located and identified on such aerial photographs as follows:

D.C.



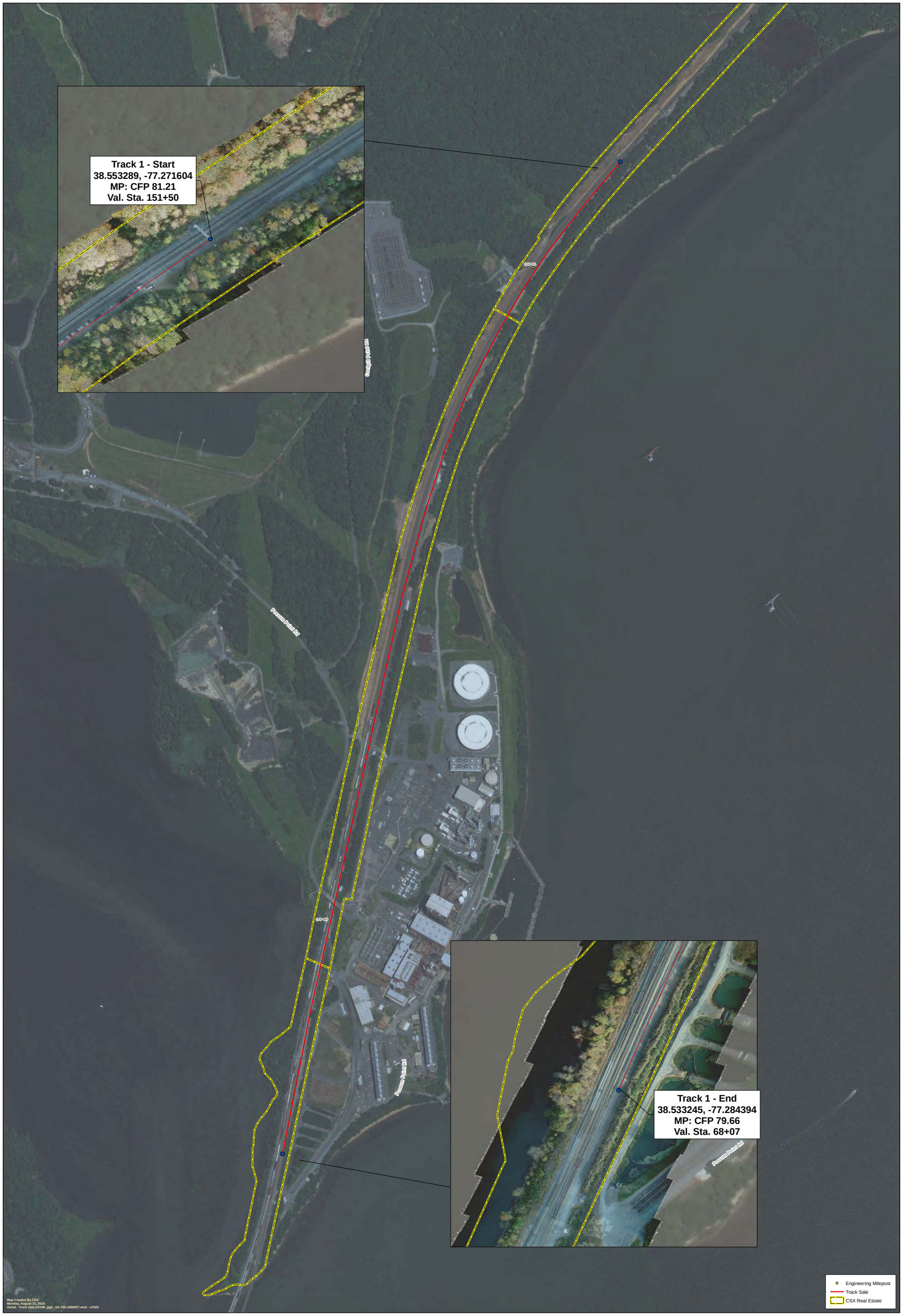
VIRGINIA



VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 103.8 - 104.3

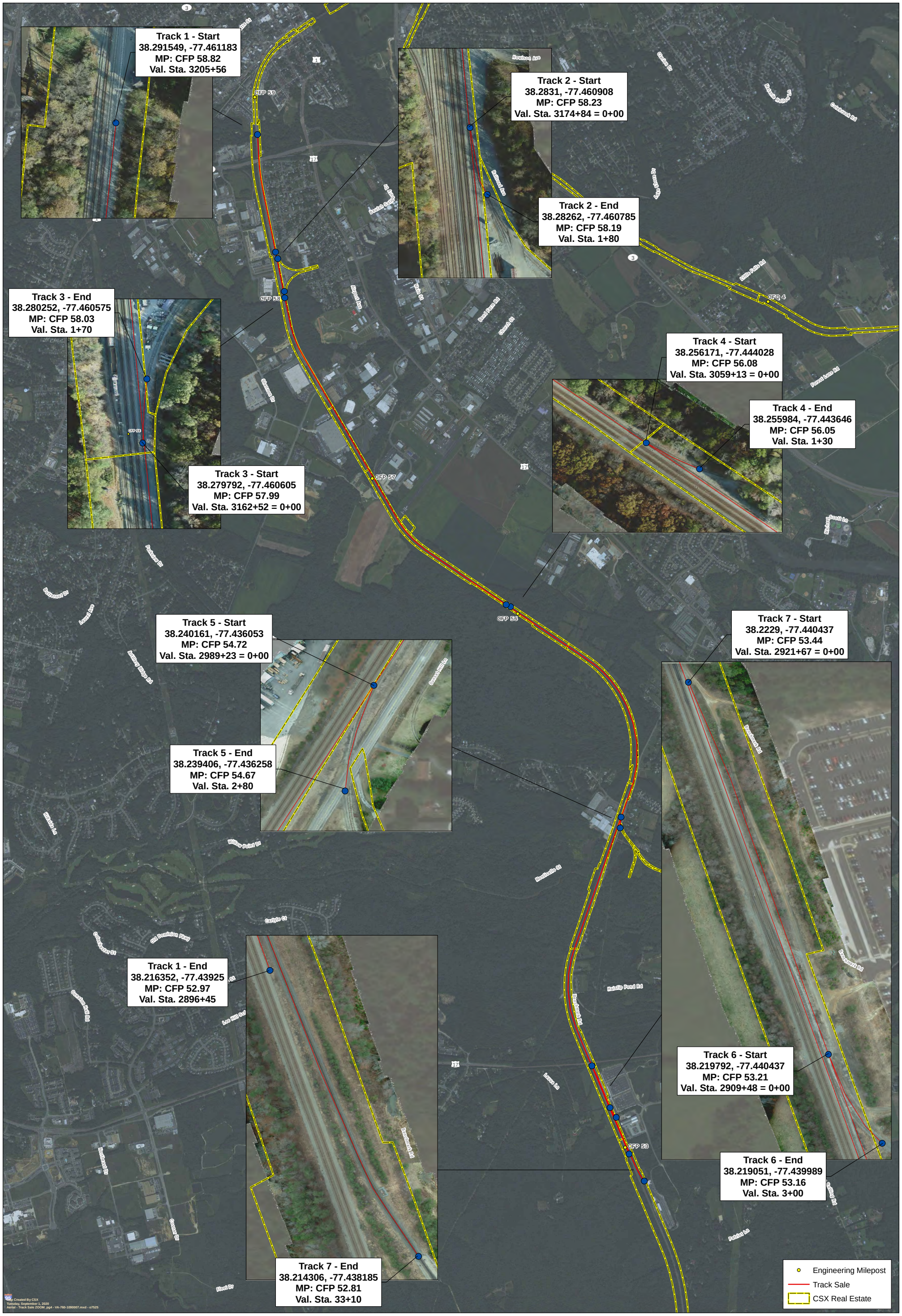
CSX How tomorrow moves

Page 2 of 5



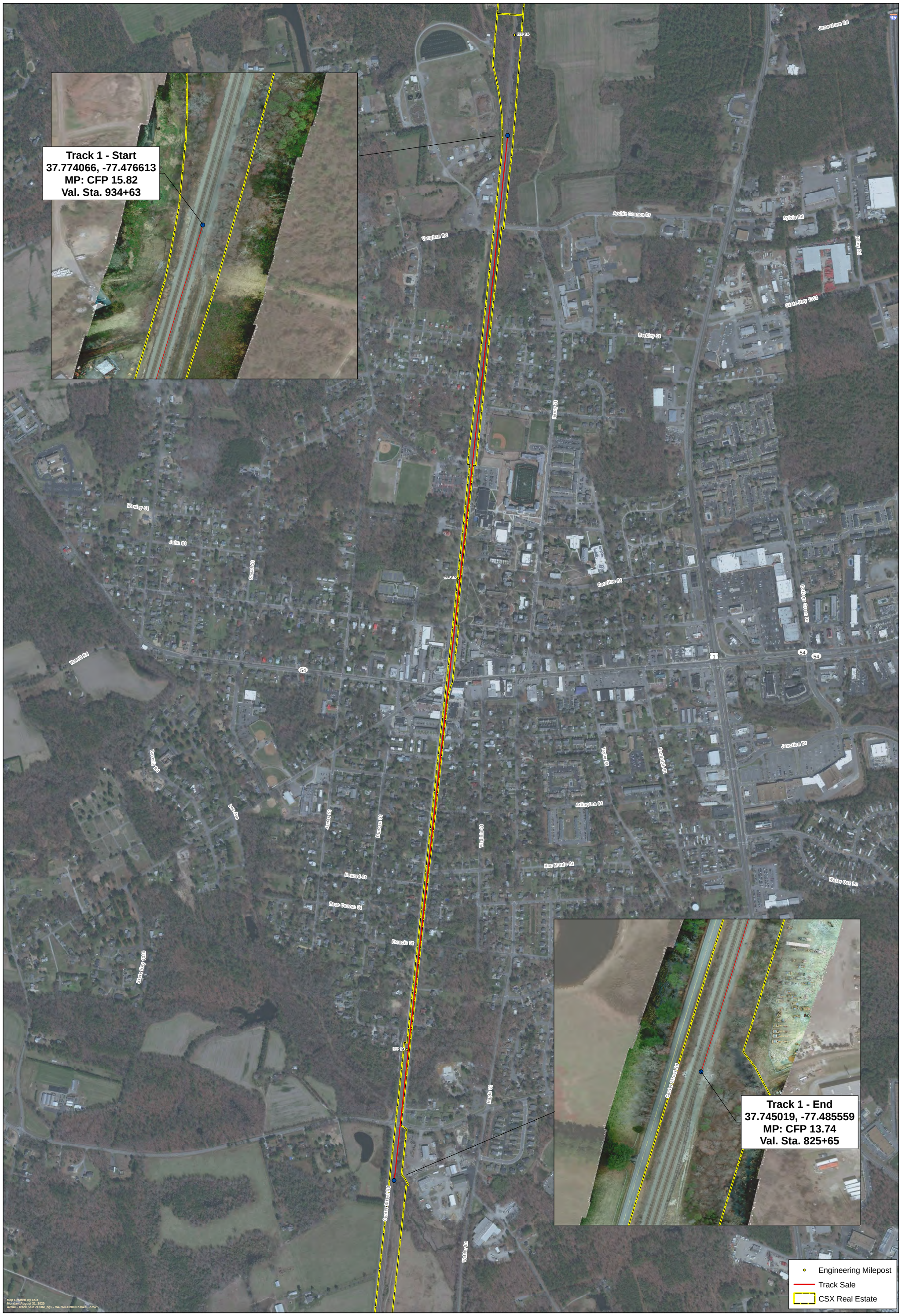
Page 3 of 5

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 79.7 - 81.2



CSX How tomorrow moves
Page 4 of 5

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 52.8 - 58.8



●	Engineering Milepost
🟥	Track Sale
▭	CSX Real Estate

CSX How tomorrow moves

Page 5 of 5

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 13.7 - 15.8

EXHIBIT B-5

SURPLUS PROPERTY

SEGMENT 1

None

SEGMENT 2

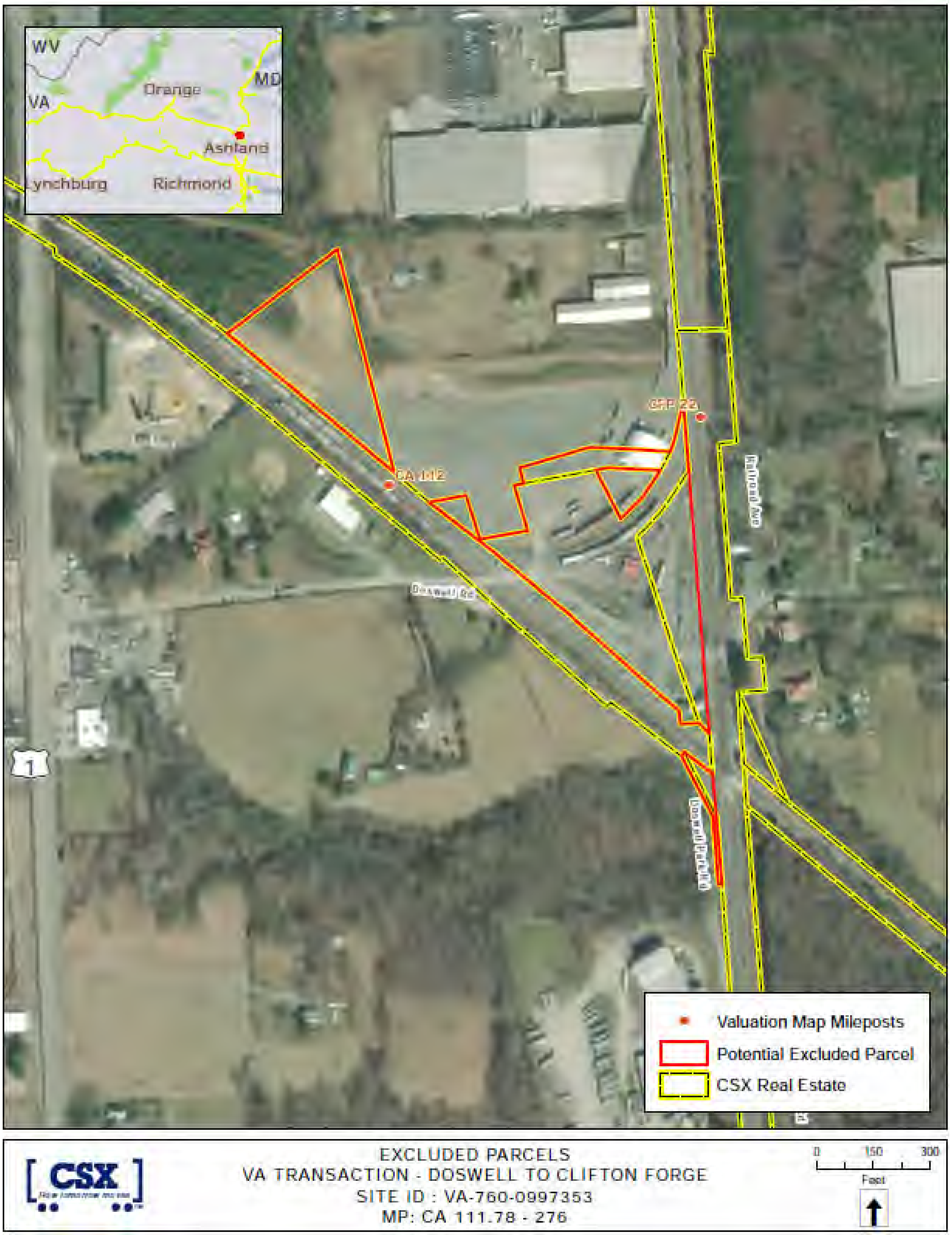
None

SEGMENT 3

Subject to the Segment 3 Deed, the parcels that begin on the following page:

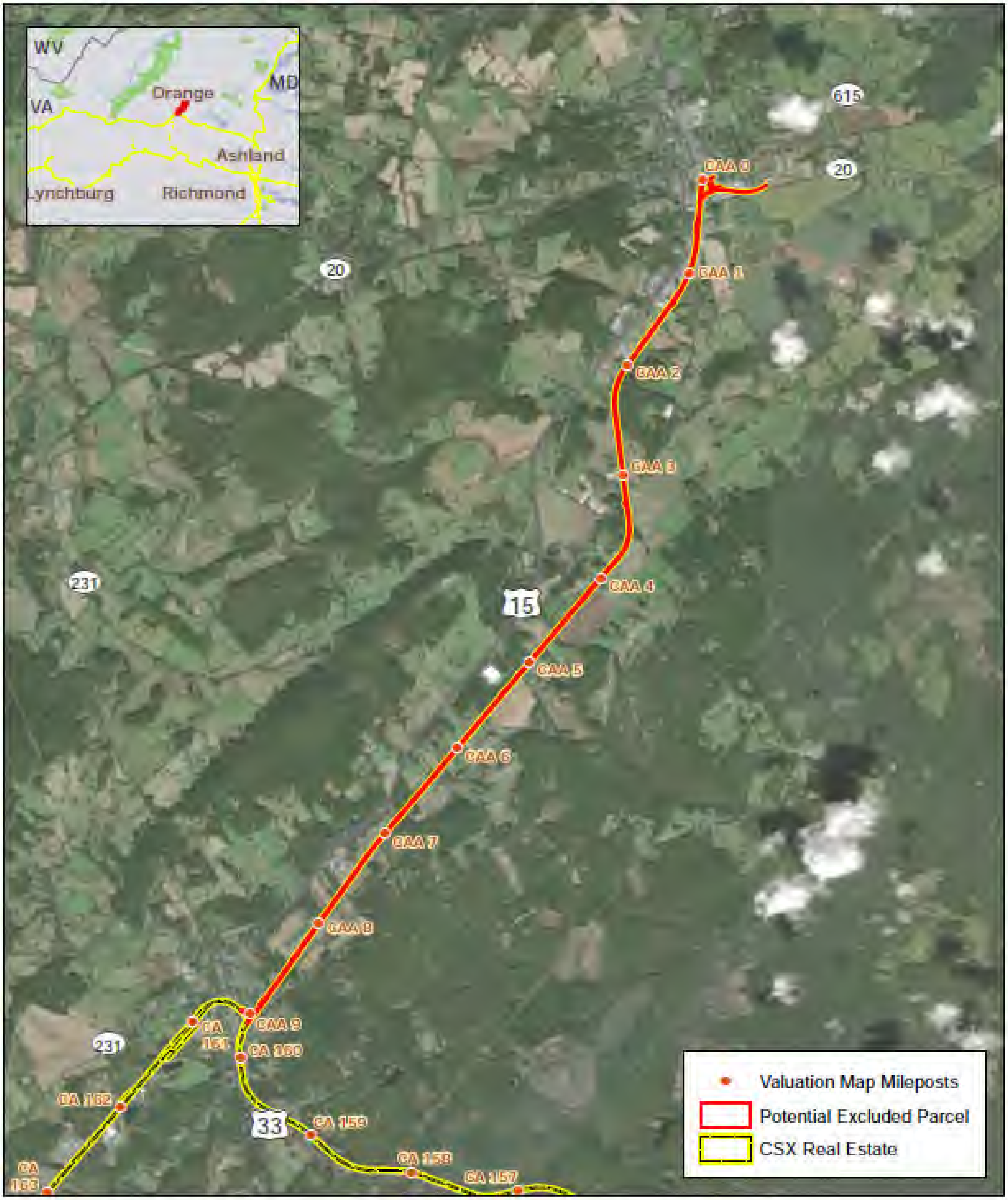
PARCEL A

Those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located at Doswell in Hanover County, Virginia, shown as outlined in red on the map below.



PARCEL B

Those certain parcels of land, together with all improvements thereon, located in Orange County, Virginia, being the railroad right of way extending from Milepost CAA 0.00 in the Town of Orange to Milepost CAA 9.02 in the Town of Gordonsville, shown as outlined in red on the map below.



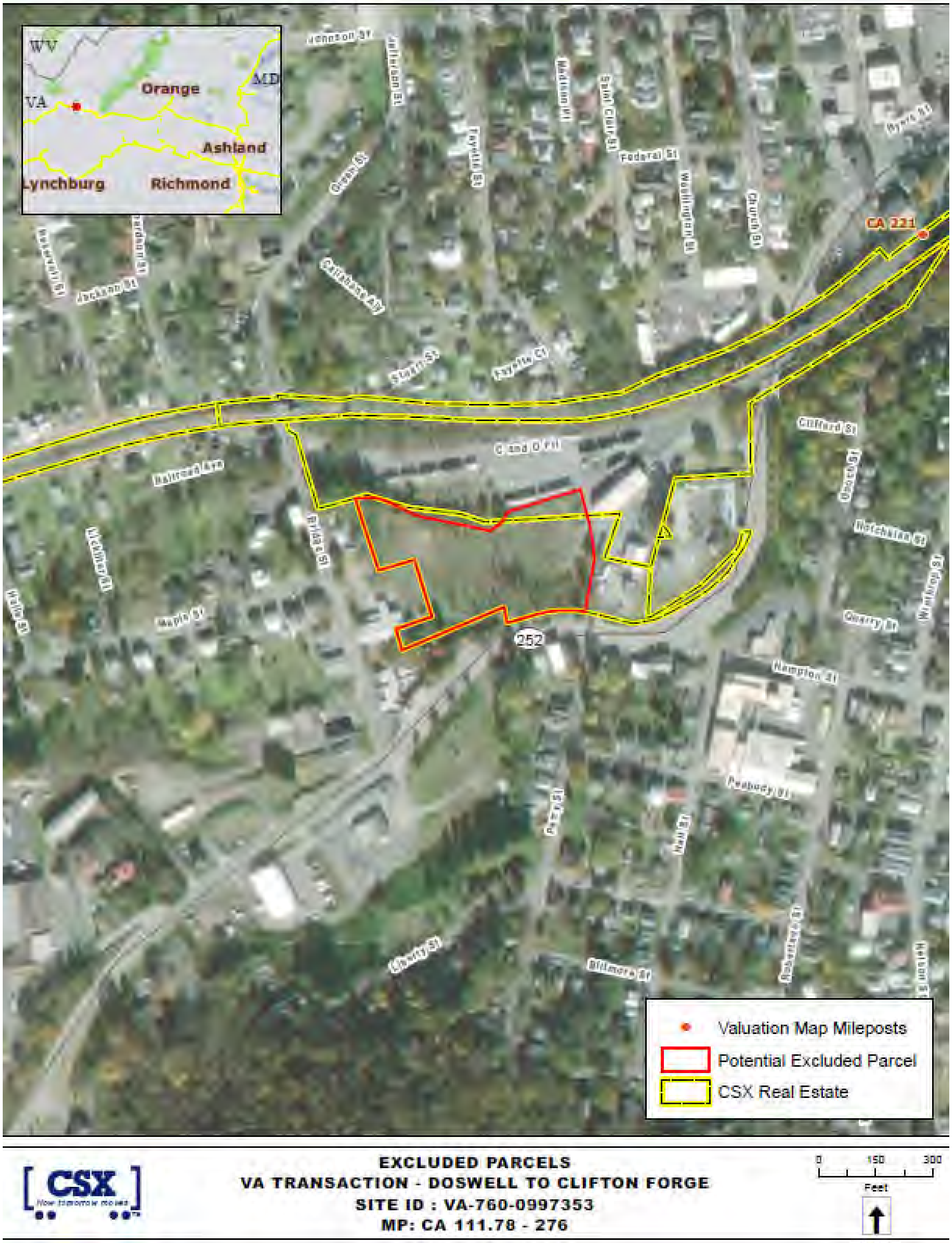
CSX

EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276

0 2,750 5,500
Feet

PARCEL C

That certain parcel of land, together with all improvements thereon, located in the City of Staunton, Virginia, shown as outlined in red on the map below.



EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276

EXHIBIT C-1

Form of Deed for Segment 1 (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.

Consideration: $_________ (see note below)
Value: $___________ (see note below

NOTE TO CLERK:

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

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

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

DEED

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

> (Wherever used herein, the term "Grantors" shall mean either or both of CSXT and RF&P Railway, as applicable, and the terms "Grantors" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations or state agencies.)

WITNESSETH:

WHEREAS, Grantors have interests in all or a portion of approximately 144.6 miles of the real property and right-of-way, as well as associated property, (i) beginning approximately at CSXT milepost QLZ 137.49/ Amtrak milepost 136.49 between Washington Avenue SW and Second Street in Washington, D.C. and extending to CSXT milepost CFP 110.1 near the southern terminus of Long Bridge in Arlington County, Virginia, (ii) thence extending from CSXT milepost CFP 110.1 to CSXT milepost CFP 1.0/ SRN 4.0 in the City of Richmond, Virginia, (iii) thence extending from CSXT milepost CFP 1.0/ SRN 4.0 to CSXT milepost SRN 0.0/S 0.0 at Main Street Station in the City of Richmond, Virginia, (iv) thence extending from CSXT milepost SRN 0.0/ S 0.0 to CSXT milepost S 10.9 A/ A 10.7 at Centralia in Chesterfield County, Virginia and (v) thence extending from CSXT mile post S 10.9/ A 10.7 to CSXT milepost A 29.04in Dinwiddie County, Virginia, all as generally shown on the map attached as Exhibit B (the "Rail Corridor");

WHEREAS, Grantors intend to convey to Grantee an easement in certain portions of the Rail Corridor in Virginia, as well as certain other interests, and that thereafter, subject to the satisfaction of certain conditions but without payment of any additional consideration, such easement shall convert to all of Grantors' interest in such portions of the Rail Corridor, all as more particularly set forth below.

NOW THEREFORE, Grantors, in consideration of the sum of [redacted] Dollars ($[redacted]) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby, effective as of 00:01 A.M. EST on ___________, 2021 (the "Effective Date"), convey by QUIT-CLAIM unto Grantee, its successors and assigns, subject to the exclusions, reservations, covenants, terms and conditions set forth in this Deed, all of Grantors' right, title and interest, if any, in and to the following (the "Property"):

(a) as of the date of recordation of this Deed:

(1) a permanent easement (the "Passenger Rail Easement") for Passenger Rail Operations (as hereinafter defined) over, across and upon those portions of the Rail Corridor described in Exhibit C attached hereto and incorporated herein (such portions of the Rail Corridor being referred to herein as the "Passenger Rail Corridor," it being understood that the Passenger Rail Corridor is described in Exhibit C without the benefit of current plats of survey establishing definitively the boundary lines thereof). For purposes of this Deed, "Passenger Rail Operations" shall mean the operation of the Passenger Rail Corridor for Commuter Rail Service, for Inter-City Passenger Rail Service - Commonwealth-Supported, and for Inter-City Passenger Rail Service – Long Distance, as such terms are defined in the Comprehensive Rail Agreement (hereinafter defined), including the right to operate as provided in Section 16.1 of the Joint Operating and Maintenance Agreement (as hereinafter defined);

(2) all of the passenger rail stations, passenger rail platforms, passenger rail parking areas and other passenger rail facilities described in Exhibit C-2A, but in each case only if Grantors' right to convey such stations, platforms, parking areas and facilities is not restricted by contract or law (collectively, the "Initial Passenger Facilities");

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

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

(4) a non-exclusive present, absolute, unconditional and irrevocable grant of an easement for Passenger Rail Operations over, across and upon the land of the Freight Rail Corridor between milepost CFP 53.2 and milepost CFP 110.1 and the tracks from time to time located on such portion of the Freight Rail Corridor (to the extent such tracks are needed for Passenger Rail Operations) (the "Subordinate Passenger Rail Easement") for a term that shall automatically expire upon the earlier of (A) the completion of at least two (2) tracks for Passenger Rail Operations on the entire portion of the Passenger Rail Corridor then subject to the Subordinate Passenger Rail Easement or (B) the one hundredth (100th) anniversary of the Effective Date, subject to the following restrictions, limitations and conditions:

(i) Grantee's use of the Subordinate Passenger Rail Easement shall be suspended unless and until, due to reasons beyond the reasonable control of Grantee, the Joint Operating and Maintenance Agreement (as hereinafter defined) or any successor agreement thereto, has been terminated, rejected in bankruptcy or otherwise is unenforceable in accordance with its terms (a "Use Event");

(ii) upon the occurrence of a Use Event, then either (A) CSXT and Grantee shall enter into a new operating agreement for the use and operation of the Subordinate Passenger Rail Easement upon terms and conditions mutually agreeable to them, including terms relating to the capacity of the Freight Rail Corridor, appropriate safety requirements, adequate compensation for the use of the Subordinate Passenger Rail Easement and indemnification of CSXT for liabilities and claims arising from Grantee's use of the Subordinate Passenger Rail Easement or (B) if CSXT is precluded from entering into a new operating agreement on account of a voluntary or involuntary bankruptcy filing, Grantee agrees to use the Subordinate Passenger Rail Easement strictly in accordance with the terms and conditions of the Joint Operating and Maintenance Agreement as if it were deemed in effect; provided, that, in the case of either (A) or (B) above, Grantee' s use of the Subordinate Passenger Rail Easement shall be undertaken in accordance with and subject to all applicable laws;

(iii) the Subordinate Passenger Rail Easement is and shall be subject and subordinate in all respects to, and shall not interfere with, any and all uses by Grantors of the Freight Rail Corridor in Grantors' sole discretion, and any and all uses by Grantors of the Freight Rail Corridor shall not be deemed to interfere with Grantee's rights with respect to the Subordinate Passenger Rail Easement;

(iv) the Subordinate Passenger Rail Easement is and shall be subject and subordinate in all respects to any and all leases, occupancies, licenses, uses and other rights and interests heretofore or hereafter granted with respect to the Freight Rail Corridor by Grantors or by statute to the National Railroad Passenger Corporation ("Amtrak"), the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission (collectively, the "Commissions") and any and all other third parties (collectively, "Third Party Rights");

(v) Grantee shall have no right to consent to the granting by Grantors of any Third Party Rights or to grant any consents or approvals that may be required or provided for under any Third Party Rights;

(vi) Grantee shall have no right to improve or construct any improvements on the Freight Rail Corridor, including (without limitation) any buildings, improvements, tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, earthworks, retaining walls, buildings, signals, crossing protection devices, communication lines or poles;

(vii) the boundaries of the Subordinate Passenger Rail Easement on the Freight Rail Corridor shall not extend further than ten (10) feet from the centerline of each mainline track in the Freight Rail Corridor or closer than nine (9) feet from the center line of each siding, if any, in the Freight Rail Corridor. For the avoidance of doubt, the Subordinate Passenger Rail Easement shall not include or relate to any industrial spurs or yard tracks;

(viii) the airspace included in the Subordinate Passenger Rail Easement shall not exceed a horizontal plane, the elevation of which is twenty-three feet (23') above the tracks as they exist from time to time or, in the absence of tracks, the surface elevation of the land in the Freight Rail Corridor;

(ix) upon the portion of the Passenger Rail Corridor between Alexandria-Fredericksburg Interlocking at CSXT Milepost CFP 104.3 and Rosslyn Interlocking at CSXT Milepost 109.9 (the "AF/RO Segment") becoming fully operational for Passenger Rail Operations upon completion of all projects through the Phase 2 Projects (as defined and described in Exhibit E of the Comprehensive Rail Agreement) with passenger rail connectivity from L'Enfant Station in Washington, D.C. to the AF/RO Segment, the portion of the Subordinate Passenger Rail Easement located opposite the AF/RO Segment shall expire and be released automatically, without affecting the remaining portions of the Subordinate Passenger Rail Easement that have not theretofore expired;

(x) if Grantee fails to make any payments when due of the "Purchase Price" under the Comprehensive Rail Agreement, Grantor's rights with respect to the Subordinate Passenger Rail Easement shall be suspended until such payments are made; and

(xi) upon the expiration or termination of the Subordinate Passenger Rail Easement, Grantee shall execute such documents in recordable form as Grantors may reasonably require to confirm such expiration or termination and the release of the Subordinate Passenger Rail Easement.

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

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

(ii) Grantee shall not use the Richmond Corridor Easement for Passenger Rail Operations by the Commissions (as defined by the Comprehensive Rail Agreement) or by a New Operator (as defined by the Comprehensive Rail Agreement), or to accommodate passenger rail service by Amtrak other than as currently stated in the Operating Agreement (CSXT/Amtrak) until:

a. CSXT and the Commissions enter into an amendment to the Operating Agreement (CSXT/Commissions) (as defined in the Comprehensive Rail Agreement), CSXT and Amtrak enter into an amendment to the Operating Agreement (CSXT/Amtrak), or CSXT and the New Operator enter into an amendment to any then existing New Operator Agreement (as defined in the Comprehensive Rail Agreement) (each of the Operating Agreement (CSXT/Commissions), the amended Operating Agreement (CSXT/Amtrak) and any such then existing New Operator Agreement being referred to herein as a "Companion Agreement"), as applicable, in each case (1) authorizing and governing Passenger Rail Operations over the Richmond Corridor Easement, (2) not altering, modifying or diminishing the terms and conditions of any such Companion Agreement with respect to safety, capacity, liability or compensation and (3) allowing for the use of all or the applicable part of the Richmond Corridor Easement to be governed by the Joint Operating and Maintenance Agreement, subject to the applicable Companion Agreement; or

b. CSXT and Grantee enter into (1) an amendment to the Joint Operating and Maintenance Agreement governing the use and operation of all or the applicable part of the Richmond Corridor Easement on mutually agreeable terms consistent with a New Operator Agreement or (2) a new operating agreement upon terms and conditions mutually agreeable to them, including terms relating to the capacity of the Freight Rail Corridor, appropriate safety requirements, adequate compensation for the use of all or such part of the Richmond Corridor Easement and indemnification of CSXT for liabilities and claims arising from the operator's use thereof consistent with a New Operator Agreement, subject, in each case, if required by applicable law, to approval by the Surface Transportation Board of the use and operation of all or such part of the Richmond Corridor Easement pursuant to the amended Joint Operating and Maintenance Agreement as described in clause (i)(b)(1) or the new operating agreement described in clause(i)(b)(2).

(iii) Grantee's use of the Richmond Corridor Easement shall be governed by and exercised in accordance with and subject to the terms and conditions of the current Operating Agreement (CSXT/Amtrak) and the Joint Operating and Maintenance Agreement (with respect to clause (i)), or the applicable Companion Agreement as amended as described in clause (i)(a) above or the Joint Operating and Maintenance Agreement, as amended, or the new operator agreement as described in clause (i)(b) above, as applicable, in each case as the same may be further amended, supplemented or extended from time to time and including any successor agreement thereto, and in accordance with all applicable law;

(iv) the Richmond Corridor Easement is and shall be subject and subordinate in all respects to, and shall not interfere with, any and all uses by Grantors of the Freight Rail Corridor in Grantors' sole discretion, and any and all uses by Grantors of the Freight Rail Corridor shall not be deemed to interfere with Grantee's rights with respect to the Richmond Corridor Easement;

(v) the Richmond Corridor Easement is and shall be subject and subordinate in all respects to any and all Third Party Rights;

(vi) Grantee shall have no right to consent to the granting by Grantors of any Third Party Rights or to grant any consents or approvals that may be required or provided for under any Third Party Rights;

(vii) Grantee shall have no right to improve or construct any improvements on the Freight Rail Corridor, including (without limitation) any buildings, improvements, tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, earthworks, retaining walls, buildings, signals, crossing protection devices, communication lines or poles;

(viii) the boundaries of the Richmond Corridor Easement on the Freight Rail Corridor shall not extend further than ten (10) feet from the centerline of each mainline track in the Freight Rail Corridor or closer than nine (9) feet from the center line of each siding, if any, in the Freight Rail Corridor. For the avoidance of doubt, the Richmond Corridor Easement shall not include or relate to any industrial spurs or yard tracks;

(ix) the airspace included in the Richmond Corridor Easement shall not exceed a horizontal plane, the elevation of which is twenty-three feet (23') above the tracks as they exist from time to time or, in the absence of tracks, the surface elevation of the land in the Freight Rail Corridor; and

(x) if Grantee fails to make any payments when due of the "Purchase Price" under the Comprehensive Rail Agreement, Grantor's rights with respect to the Richmond Corridor Easement shall be suspended until such payments are made.

(b) upon recordation in the applicable land records of a deed of confirmation between Grantors and Grantee (each, a "Deed of Confirmation") confirming, establishing or modifying, as necessary, the boundary lines of any portion of the Passenger Rail Corridor as described in Exhibit C hereto to conform to the boundary lines of such portion of the Passenger Rail Corridor as set forth on a plat or plats of survey to be attached to and referenced in such Deed of Confirmation:

(1) all of the right, title and interest of Grantors, if any, in and to such portion of the Passenger Rail Corridor (excluding the Springfield Flyover Easement) as described on such plat or plats of survey, thereby converting Grantee's interest in such portion of the Passenger Rail Corridor from the Passenger Rail Easement into whatever interest (fee simple or otherwise) Grantors may own in such portion of the Passenger Rail Corridor, subject to any and all reservations, restrictions, terms and conditions set forth herein (to the extent applicable);

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

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

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

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

EXCLUDED PROPERTY

Excluding from the conveyance of the Property and excepting unto Grantors the following (collectively, the "Excluded Property"):

(i) all buildings, improvements, tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, earthworks, retaining walls, signals, crossing protection devices, communication lines, poles and auxiliary tracks (to the extent of Grantors' ownership interest) that are affixed to or located on the Rail Corridor, other than (A) the Passenger Facilities and (B) those tracks, rails, ties, ballast and supporting structures described in Exhibit C-3 attached hereto;

(ii) all rights, if any, to the airspace above the Passenger Rail Corridor, which airspace lies above a horizontal plane, the elevation of which is twenty-three feet (23') above the top of tracks as they exist from time to time or in the absence of tracks, the surface elevation of the land, but subject to the rights expressly granted in this Deed to Grantee to use certain portions of such airspace for the Springfield Flyover Easement and as set forth within the section of this Deed entitled "RESTRICTIVE COVENANTS"; and

(iii) mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Passenger Rail Corridor; and RESERVING the right for Grantors, their successors and assigns, to remove the same; provided, however that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations (as hereinafter defined) and provided, further, that Grantors will not drill or permit drilling on the surface of the Passenger Rail Corridor for mineral extraction without the prior written consent of Grantee, which consent may be withheld in its sole discretion. As used in this Deed, the phrase "Unreasonably Interfere with Passenger Rail Operations" shall mean the exercise of a proposed right that would or would reasonably be expected to impair Grantee's present or future ability to construct, maintain or operate any planned rail lines for the purpose of providing Passenger Rail Operations within the applicable portion of the Passenger Rail Corridor. Any such proposed right will not be construed to Unreasonably Interfere with Passenger Rail Operations if Grantors can reasonably demonstrate that the conditions, location, track setback and configuration of such proposed rights would meet Grantors' then-current occupancy standards for its own operating rights of way in the Commonwealth of Virginia as applied to Grantee's present or future ability to construct, maintain or operate its planned rail lines within the applicable portion of the Passenger Rail Corridor.

RESERVATION OF CSXT EASEMENT

Reserving unto Grantors, their successors and assigns, an easement (the "CSXT Easement") in Perpetuity (as hereinafter defined) for Railroad Purposes (as hereinafter defined) in, over or on the Passenger Rail Corridor, including, but not limited to, the use of all Trackage (as hereinafter defined) within the Passenger Rail Corridor, subject to the following terms and conditions:

a. Amtrak. Grantee acknowledges the existence of the Amtrak Agreement (hereinafter defined) and that Grantors have reserved the right to continue to satisfy Grantors' obligations and to continue to exercise Grantors' rights under the Amtrak Agreement on the Passenger Rail Corridor for the term of the Amtrak Agreement or as provided by law. Grantee reserves the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Passenger Rail Corridor; provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantors towards one another under the agreement dated June 1, 1999 between CSXT and Amtrak, as same has been or may hereafter be amended, restated and supplemented from time to time (the "Amtrak Agreement"), (iii) not cause Grantors to be in violation of Grantors' obligations under the Amtrak Agreement as it applies to the Rail Corridor and (iv) be subject to the CSXT Easement and Grantors' rights under the Joint Operating and Maintenance Agreement, including, without limitation, the windows of operation, maintenance and access.

b. Existing Freight Service Agreements. There is hereby reserved to Grantors as part of the CSXT Easement (i) the exclusive right to continue to operate or perform and to continue to exercise its rights under any and all Existing Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Existing Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Existing Freight Service Agreement.

c. Future Freight Service Agreements. There is hereby reserved to Grantors as part of the CSXT Easement (i) the exclusive right from time to time to enter into and to operate and perform its obligations and exercise its rights under Future Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Future Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Future Freight Service Agreement.

d. Definitions of CSXT Easement Terms. The following terms shall have the respective meanings set forth below when used in this Deed with respect to the CSXT Easement, except that the term "Trackage" as defined below shall have such meaning wherever it appears in this Deed:

i. Perpetuity: Until the CSXT Easement is abandoned or terminated, as provided in the Joint Operating and Maintenance Agreement. In the event of abandonment or termination of any portion of the CSXT Easement as provided in the Joint Operating and Maintenance Agreement, such portion thereof shall automatically be extinguished.

ii. Trackage: The railway tracks now or hereafter located in the Passenger Rail Corridor (whether on the surface, elevated, or underground) and all supporting materials, facilities and structures appurtenant thereto (all rails, ties, tie plates, ballast, drainage structures), together with existing or future control devices, signals, switches, communication lines and poles necessary for the safe rail operations, whether main, spur, siding or sidetrack(s);

iii. Railroad Purposes: The exclusive right to construct, maintain, repair, operate and use Trackage on the Passenger Rail Corridor for the provision of Rail Freight Service, together with the right of ingress and egress over the Passenger Rail Corridor and any adjacent property owned by Grantee to and from said Trackage and facilities located within the Passenger Rail Corridor, provided, however, Grantee may use said Trackage for Passenger Rail Operations and for its own freight needs, being the transport of railroad materials, equipment, ballast, rails and the like owned by Grantee (to the extent such transport does not interfere with Grantors' use of the Passenger Rail Corridor for Rail Freight Service or for passenger operations), but not common or contract carriage of freight. Except as expressly stated herein, Grantee shall not be entitled to use, or to grant to any third party the right to use, any portion of the Rail Corridor for any type of Rail Freight Service.

iv. Rail Freight Service: The transportation by rail of property and movable articles of every kind, character and description over the Passenger Rail Corridor, including but not limited to rail freight contract and common carrier transportation service to current and future industries, customers and facilities located along the Passenger Rail Corridor, including transloading activities and supporting activities, over the Passenger Rail Corridor, but excluding detour movements of other railroads permitted by Grantee pursuant to the Joint Operating and Maintenance Agreement.

v. Existing Freight Service Agreements: (i) The right, title and interest of Grantors in and to those agreements identified in Appendix A-2 to the Assignment and Assumption Agreement (hereinafter defined), to the extent such right, title and interest is not assigned to Grantee by the Assignment and Assumption Agreement, as such agreements may have been and may hereafter be amended, supplemented, restated or extended from time to time, and (ii) any and all easements, leases, licenses, occupancies and agreements identified in Appendix A-3 to the Assignment and Assumption Agreement, including (without limitation) all rights of CSXT under the Lease dated January 7, 1997 between CSXT and Bulk Intermodal Distribution Services, Inc, related to certain premises at Acca Yard, Richmond, Virginia, as the same may have been and may hereafter be amended, supplemented, restated or extended from time to time.

vi. Future Freight Service Agreements: Any and all easements, leases, licenses, occupancies and agreements hereafter entered into by Grantors with affiliates of Grantors or unaffiliated parties, for transloading and storage activities and for other uses related to the Rail Freight Service provided from time to time by Grantors, as the same may have been and may hereafter be amended, supplemented, restated or extended from time to time.

RESERVATION OF RESERVED CORRIDOR RIGHTS

Reserving unto Grantors, their successors and assigns the following (collectively, the "Reserved Corridor Rights"):

(i) Existing Utility Easement. A perpetual exclusive easement, hereinafter the "Existing Utility Easement," in, over, under and along those portions of the Passenger Rail Corridor encumbered by existing occupancies of every type and nature, whether recorded or not, including such occupancies for the construction, maintenance, operation, use, replacement, relocation, renewal and removal of water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems, and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Passenger Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Passenger Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, (b) the right from time to time to assign the Existing Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, (c) the right to lease, license or permit third parties to use the Existing Utility Easement and/or the rights reserved pursuant thereto, and (d) access over the Passenger Rail Corridor to reach the Existing Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for utilities shall remain with and be exclusive unto Grantors;

(ii) Future Utility Easement. An exclusive perpetual utility easement, hereinafter the "Future Utility

Easement," for the entire width and length of the Passenger Rail Corridor for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems; and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Passenger Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Passenger Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) access over the Passenger Rail Corridor to reach the Future Utility Easement, (b) the right from time to time to assign the Future Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and (c) the right to lease, license or to permit third parties to use the Future Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for utilities shall remain with and be exclusive unto Grantors;

(iii) Existing Signboard Easement. An exclusive perpetual signboard easement, hereinafter the "Existing Signboard Easement" for the entire width and length of the Passenger Rail Corridor for existing signboards whether recorded or not, together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Existing Signboard Easement and the right to protect reasonable view corridors with respect to signboards installed within the Existing Signboard Easement and with the further right from time to time to assign the Existing Signboard Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Existing Signboard Easement and/or the rights reserved pursuant thereto provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for signboards shall remain with and be exclusive unto Grantors, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantors for the right to do so, subject to the other terms and conditions of this Deed as applicable;

(iv) Future Signboard Easement. An exclusive perpetual signboard easement, hereinafter the "Future Signboard Easement" for the entire width and length of the Passenger Rail Corridor for future signboards together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Future Signboard Easement and the right to protect reasonable view corridors with respect to signboards installed within the Future Signboard Easement from and after such installation, and with the further right from time to time to assign the Future Signboard Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Future Signboard Easement and/or the rights reserved pursuant thereto, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for signboards shall remain with and be exclusive unto Grantors, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing on-premises signs advertising Passenger Rail Operations without compensating Grantors for the right to do so, subject to the other terms and conditions of this Deed as applicable, and Grantee shall have the right to protect reasonable view corridors with respect to Grantee's signboards installed hereafter;

(v) Existing Cell Tower Easement. An exclusive perpetual easement for towers and antennae for data, communications and power transmission including without limitation cellular communication systems, hereinafter the "Existing Cell Tower Easement" for the entire width and length of the Passenger Rail Corridor for existing towers and antennae whether recorded or not, together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Existing Cell Tower Easement and to provide it with power and with the further right from time to time to assign the Existing Cell Tower Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Existing Cell Tower Easement and/or the rights reserved pursuant thereto provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for cell towers shall remain with and be exclusive unto Grantors, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing communications facilities and equipment related to Passenger Rail Operations, without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable;

(vi) Future Cell Tower Easement. An exclusive perpetual easement for towers and antennae for data, communications and power transmission including without limitation cellular communication systems, hereinafter the "Future Cell Tower Easement" for the entire width and length of the Passenger Rail Corridor for future towers and antennae together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Future Cell Tower Easement and to provide it with power and with the further right from time to time to assign the Future Cell Tower Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Future Cell Tower Easement and/or the rights reserved pursuant thereto, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for cell towers shall remain with and be exclusive unto Grantors, provided such exclusivity shall not prohibit or restrict Grantee from installing, maintaining and replacing communications facilities and equipment related to Passenger Rail Operations, without compensating Grantor for the right to do so, subject to the other terms and conditions of this Deed as applicable;

(vii) Road Crossings. An indefinite number of road crossings, together with the right to maintain, operate, use, replace, upgrade, relocate, renew, and remove such crossings, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations.

In the event that Grantors exercise any of the Reserved Corridor Rights, Grantee agrees as follows:

(a) all administrative fees charged by Grantee, including but not limited to right of entry fees, engineering review fees, processing and handling fees, etc., shall be capped at [redacted] U.S. DOLLARS ($[redacted]) per occupancy (the "Cap on Administrative Fees"). The Cap on Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed. Notwithstanding the foregoing, the cap on administrative fees for a longitudinal occupancy shall be [redacted] U.S. DOLLARS ($[redacted]) (the "Cap on Longitudinal Administrative Fees"). The Cap on Longitudinal Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed.

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

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

RESERVATION OF VRE/AMTRAK AGREEMENTS

Further reserving unto Grantors, their successors and assigns all of Grantors' right, title and interest in and to the following (collectively, the "VRE/Amtrak Agreements"): (i) the Amended and Restated Operating Access Agreement dated July 1, 2011 between CSXT and the Commissions, as amended and supplemented from time to time, (ii) the Master Lease Agreement dated May 6, 2013 between CSXT and the Commissions, as amended and supplemented from time to time, and (iii) the Master Property Lease dated June 19, 2010 between Amtrak and CSXT, as amended and supplemented from time to time (the "Amtrak Lease").

CONVEYANCE SUBJECT TO CERTAIN RIGHTS, ENCUMBRANCES AND OTHER MATTERS

The Property is hereby and shall be conveyed subject to the following rights, encumbrances and other matters (collectively, the "Rail Corridor Encumbrances"): (i) the rights of Amtrak under the Amtrak Agreement; (ii) the CSXT Easement; (iii) the rights of the Commissions and Amtrak under the VRE/Amtrak Agreements, (iv) all existing agreements, contracts, leases, licenses, encroachments, claims, easements, occupancies, grants, reservations, deed obligations and similar covenants, rights, title defects and other impediments, whether or not recorded and whether or not this Deed provides actual notice thereof, including any rights of Amtrak by operation of law or otherwise; (v) all existing telecommunications facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record; (vi) legally applicable building, zoning, subdivision and other federal, state, county, municipal or local laws, ordinances and regulations; (vii) property taxes and assessments, both general and special, which may become due or payable on or after the date hereof, and which, subject to the terms of the Comprehensive Rail Agreement, Grantee assumes and agrees to pay; (viii) any and all encroachments and other matters which might be revealed by a survey meeting applicable State minimum technical requirements or by an inspection or proper survey of the Passenger Rail Corridor; (ix) any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways; (x) reservations or exceptions whether or not of record, including, without limitation: reservations or exceptions of minerals or mineral rights; public utility and other easements; and easements, crossings, occupancies, and rights-of-way, howsoever created; (xi) mortgages and deeds of trust pertaining to the Property which mortgages and deeds of trust, if any and if recorded, Grantors shall cause to be released, at no cost or expense to Grantee, within sixty (60) days of the recording date of this Deed; and (xii) all other matters recorded in the land records in which this Deed is recorded.

NO WARRANTY AS TO TITLE, ETC.

GRANTEE HEREBY ACKNOWLEDGES THAT (a) THE PROPERTY IS HEREBY AND SHALL BE TRANSFERRED WITHOUT WARRANTY AS TO TITLE, (b) THE PROPERTY IS HEREBY AND SHALL BE CONVEYED AS IS, WHERE IS AND WITH ALL FAULTS, DEFECTS AND CONDITIONS OF ANY KIND, NATURE OR DESCRIPTION AS OF THE DATE HEREOF, AND (c) EXCEPT AS OTHERWISE PROVIDED IN THE TRANSACTION DOCUMENTS (HEREINAFTER DEFINED), THERE HAVE BEEN AND WILL BE NO REPRESENTATIONS, WARRANTIES, GUARANTEES, STATEMENTS OR INFORMATION, EXPRESSED OR IMPLIED, PERTAINING TO THE PASSENGER RAIL CORRIDOR, THE PHYSICAL, ENVIRONMENTAL OR

OTHER CONDITION THEREOF, ITS MERCHANTABILITY OR SUITABILITY FOR ANY USE OR PURPOSE OR ANY OTHER MATTER WHATSOEVER, MADE TO OR FURNISHED TO GRANTEE BY GRANTORS OR ANY OF THEIR OFFICERS, AGENTS OR EMPLOYEES.

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

RESTRICTIVE COVENANTS

The following restrictive covenants (collectively, the "Restrictive Covenants") are hereby imposed upon and shall run with title to the Property, and shall be binding upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through Grantee:

(i) Restrictions on Use of Passenger Rail Corridor. Grantee acknowledges that the Passenger Rail Corridor has been historically used for railroad industrial operations and is being conveyed for use only for Passenger Rail Operations. Grantee, by acceptance of this Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Passenger Rail Corridor for any purpose other than Passenger Rail Operations and that the Passenger Rail Corridor will not be used for the following (collectively, the "Use Restrictions"): (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Passenger Rail Corridor by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the Passenger Rail Corridor (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human), (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits, (f) any longitudinal transportation purpose other than Passenger Rail Operations, (h) any hospital, nursing home, elder care facility, assisted living facility, or other facility offering medical care or (i) any commercial or industrial use (it being understood that the uses described in clauses (a) through (h) above shall not be considered "commercial or industrial" uses for this purpose); provided, however, that, upon securing all necessary governmental and other third party approvals, permits and licenses and assuming all environmental risks and all costs associated therewith, Grantee shall have the right (i) to use the airspace above any existing and future passenger rail stations within the Passenger Rail Corridor for residential, commercial and office purposes, (ii) to use airspace in the Railroad Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they exist from time to time in the Railroad Corridor, to provide access to passenger rail stations, platforms and parking lots intended for the exclusive use of rail passengers and (iii) to use airspace in the Passenger Rail Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they exist from time to time in the Passenger Rail Corridor, to construct new passenger rail stations and platforms, provided, further, that any such use and any such new passenger stations and platforms shall not unreasonably interfere with freight operations and will be designed consistent with applicable law. By acceptance of this Deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Passenger Rail Corridor for human consumption or irrigation.

Notwithstanding the foregoing, in the event that Grantee desires to sell any portion of the Passenger Rail Corridor (a "Sale Parcel") to a third party intending to develop or use the Sale Parcel for any purpose that would be prohibited by the Use Restrictions, other than the Use Restriction described in clause (d) in the immediately preceding paragraph (each, a "Proposed Use"), Grantee shall provide to Grantors, at least six (6) months in advance of the closing of such sale, written notice of the sale setting forth the Proposed Use for the Sale Parcel and requesting the removal of the Use Restrictions on the Sale Parcel as to the Proposed Use only. Grantors and Grantee agree that, upon receipt by Grantors of such notice, the parties shall negotiate in good faith and attempt to agree upon a contract for the terms of releasing the Use Restrictions from the Sale Parcel as to the Proposed Use. Such contract shall include, among other provisions, (i) additional compensation to be paid to Grantors equal to sixty percent (60%) of the gross sales proceeds to be paid to Grantee by such third party and (ii) in the case of a Proposed Use described in clauses (a), (b), (c) or (h) of the immediately preceding paragraph, a requirement that, upon and to the extent of Grantors' requirement made in response to a request to release such Use Restrictions, Grantee (A) enroll the Sale Parcel in the Virginia Voluntary Remediation Program ("VRP"), (B) complete such investigations and remediation required by the Virginia Department of Environmental Quality ("VDEQ") under the VRP to allow such Proposed Use, (C) obtain a Certification of Satisfactory Completion of Remediation (the "Certificate") from VDEQ that expressly allows such Proposed Use with the implementation of any necessary institutional controls, and (D) record in the applicable land records the Certificate and a Declaration of Restrictive Covenants as required by the Certificate. If Grantors and Grantee agree to a contract for removal of the Use Restrictions from the Sale Parcel as to the Proposed Use, upon the satisfaction of the terms of such contract Grantors shall execute and deliver in recordable form an instrument releasing the Use Restrictions from the Sale Parcel as to the Proposed Use. Any such release instrument expressly shall provide that the other Use Restrictions remain in full force and effect as to the Sale Parcel and that all of the Use Restrictions remain in effect as to the remainder of the Passenger Rail Corridor (except as the same may have been released or may thereafter be released in accordance with this paragraph). In no event shall Grantors be obligated to consider any request to release the Use Restriction applicable to agricultural uses described in clause (d) of the immediately preceding paragraph.

(ii) Freight Restriction. Grantee, by acceptance of this Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Passenger Rail Corridor, or any portion thereof, for railroad freight service, but such restriction shall not impair Grantors' right to use the CSXT Easement for such purpose.

(iii) Noise, Light, Fume, Vibration Abatement. Grantors, their successors and assigns, by conveyance of this Deed, and Grantee, its successors and assigns, by acceptance of this Deed, each hereby covenants and agrees with the other Party that neither Party shall be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Passenger Rail Corridor and the Freight Rail Corridor or any other adjacent land(s) of Grantors or Grantee or any other company affiliated with Grantors or Grantee; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Each Party covenants not to sue the other Party, its successors or assigns for existence of the noise, light, fumes and vibrations from such Party's operations. Each Party acknowledges that the other Party's adjacent railroad operation is (or may be) a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

RESERVATIONS BY RF&P RAILWAY

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

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

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

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

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

TRANSACTION DOCUMENTS

Transaction Documents Not Superseded. The provisions of the following documents (collectively, the "Transaction Documents") shall continue in effect after the Effective Date to the extent applicable: (i) the Comprehensive Rail Agreement dated as of _______, 2021 between CSXT and Grantee, as amended, restated or supplemented from time to time (the "Comprehensive Rail Agreement"), (ii) the Joint Operating and Maintenance Agreement dated as of the date hereof between CSXT and Grantee, as amended, restated or supplemented from time to time (the "Joint Operating and Maintenance Agreement"), (iii) the Engineering Agreement (CSXT) dated as of the date hereof between CSXT and Grantee and the Engineering Agreement (DRPT) dated as of the date hereof between CSXT and Grantee, as each may be amended, restated or supplemented from time to time (collectively, the "Engineering

Agreements"), (iv) the Master Development and Construction Agreement (CSXT) dated as of the date hereof between CSXT and Grantee and the Master Development and Construction Agreement (DRPT) dated as of the date hereof between CSXT and Grantee, as each may be amended, restated or supplemented from time to time (collectively, the "Construction Agreements"), and (v) the Assignment and Assumption Agreement dated as of the date hereof between CSXT and Grantee, as amended, restated or supplemented from time to time (the "Assignment and Assumption Agreement"). By acceptance of this Deed, Grantee covenants that it, its successors, heirs, legal representatives and assigns shall abide by and shall be governed by the Comprehensive Rail Agreement and the other Transaction Documents. If there is any conflict, ambiguity or inconsistency between the provisions of this Deed and any of the Transaction Documents or among the Transaction Documents, the order of precedence shall be as stated in the Comprehensive Rail Agreement. Copies of the Joint Operating and Maintenance Agreement, the Engineering Agreements, the Construction Agreements, the Assignment and Assumption Agreement and the Comprehensive Rail Agreement are retained at the offices of Grantors and Grantee.

Joint Operating and Maintenance Agreement to Run with the Property. The Joint Operating and Maintenance Agreement is integral to the transactions contemplated by the Comprehensive Rail Agreement and the conveyance of the Property. The Joint Operating and Maintenance Agreement shall bind and be imposed upon and shall run with title to the Property, both against Grantee and Grantee's successors and assigns. While all or portions of the Joint Operating and Maintenance Agreement may not be placed of public record, any party acquiring all or any portion of the Property hereby shall take title to the Property or a portion of the Property in all respects subject to all terms and conditions of the Joint Operating and Maintenance Agreement.

MISCELLANEOUS

Power of Eminent Domain Not Affected Hereby, Nothing in this Deed shall be construed to affect, or be a waiver, in whole or in part, of any power of eminent domain provided by law, nor shall anything in this Deed be construed to affect, or be a waiver, in whole or in part, of the right to assert that eminent domain is preempted by the jurisdictional authority of the Surface Transportation Board.

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

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

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

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IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and RICHMOND, FREDERICKSBURG & POTOMAC RAILWAY COMPANY, pursuant to due corporate authority, have caused their names to be signed hereto by their respective officers hereunto duly authorized and duly attested, and the VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION, pursuant to due authority, has caused its name to be signed hereto by its officers hereunto duly authorized.

ATTEST: ______________________________
Secretary

CSX TRANSPORTATION, INC., a Virginia corporation

By:____________________________________
Print Name: Christina W. Bottomley
Print Title: Head of Real Estate

ATTEST: ______________________________
Secretary

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

By:____________________________________
Print Name: Christina W. Bottomley
Print Title: Head of Real Estate

STATE OF _______________
CITY/COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2021, by Christina W. Bottomley, as Head of Real Estate of CSX Transportation, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires:________________________

[SEAL]

____
Notary Public

STATE OF _______________
CITY/COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2021, by Christina W. Bottomley, as Head of Real Estate of Richmond, Fredericksburg & Potomac Railway Company, a Virginia and Delaware corporation (also known as Richmond, Fredericksburg and Potomac Railway Company), on behalf of the corporation.

My commission expires:________________________

____

[SEAL] Notary Public

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION, an agency of the Commonwealth of Virginia

By:___________________________________
Print Name:____________________________
Print Title: _____________________________

STATE OF _______________
CITY/COUNTY OF _________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2021, by _____________________, as ________________ of the Virginia Department of Rail and Public Transportation, an agency of the Commonwealth of Virginia, on behalf of the Department.

My commission expires:________________________

____
[SEAL] Notary Public

Exhibit A	Tax Parcels
Exhibit B	Map of Rail Corridor
Exhibit C	Description of Passenger Rail Corridor
Exhibit C-1	List of Enhanced Valuation Maps
Exhibit C-2A	Initial Passenger Facilities
Exhibit C-2B	Additional Passenger Facilities
Exhibit C-3	Tracks Conveyed to Grantee
Exhibit C-4	Copies of Enhanced Valuation Maps
Exhibit D	RF&P Rwy to CSXT Deeds

EXHIBIT A

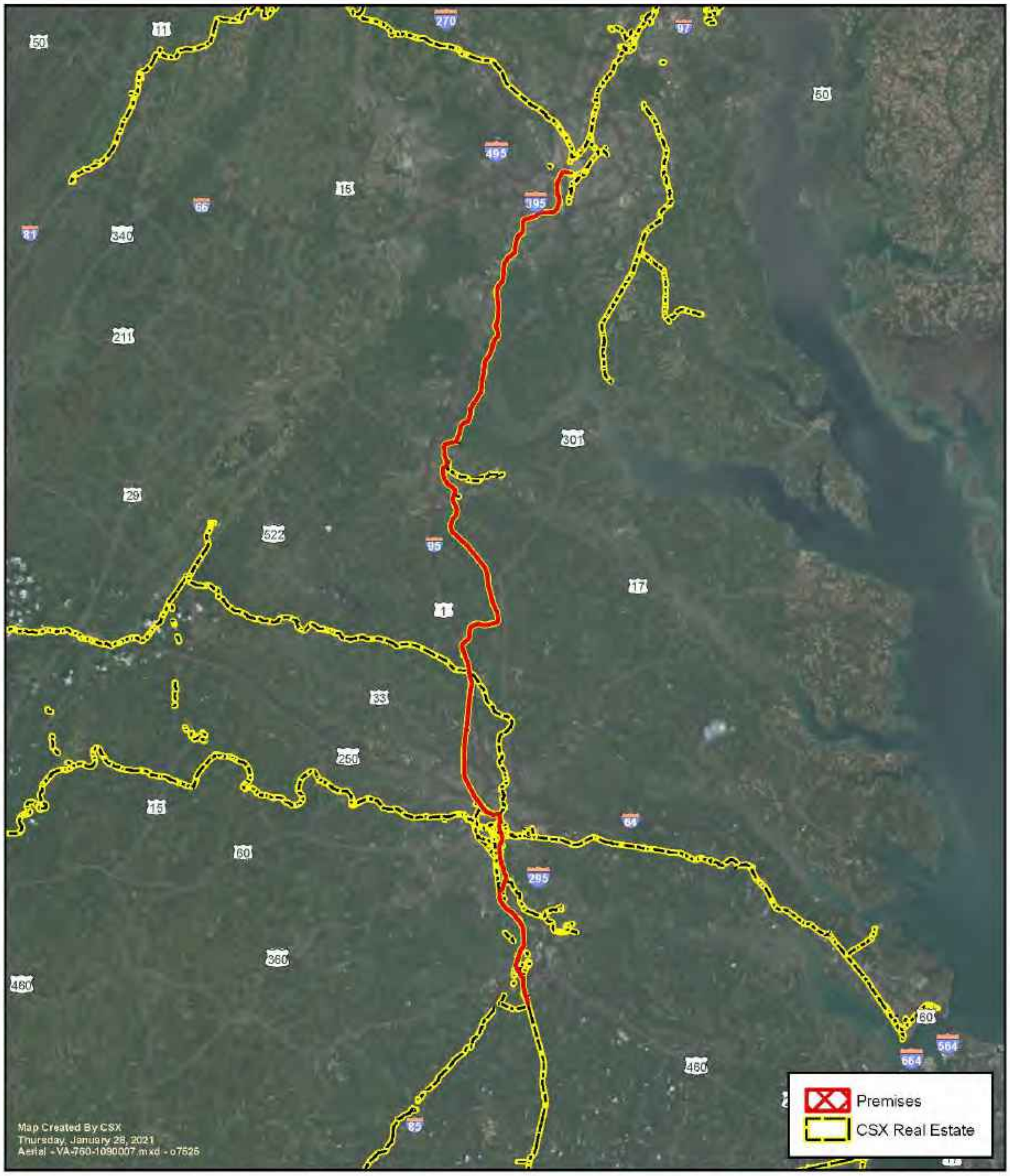
Tax Parcels

Jurisdiction	Tax Parcel Numbers
Arlington County	34-020-240; 34-020-241; 34-020-242; 34-020-244; 34-020-246; 34-020-261; 34-020-262; 34-020-263; 34-020-264; 34-024-348; 34-027-019; 34-027-021; 34-027-024; 34-027-029; 34-027-030; 34-027-031; 34-027-032; 34-027-036; 34-027-049
City of Alexandria	025.04-01-05; 063.02-13-01; 069.02-02-07; 071.01-03-01; 073.01-03-03;
Fairfax County	081-1-01-0026; 081-1-01-0028; 081-1-01-0029; 081-l-01-0025A; 081-1-01-0025B; 081-2-01-0026; 081-2-01-0022; 082-1-01-0005; 090-4-01-0024; 090-4-0l-0026A; 091-1-01-0047B; 091-1-01-0098; 099-2-01-0056; 099-2-01-0056A; 099-3-01-0037; 099-4-01-0001C; 107-2-01-0040; 107-2-01-0040A; 107-2-01-0040B; 107-2-0l-0040C; 107-4-01-0015A; 113-2-01-0077; 113-2-01-0078; 113-3-01-0038; 113-3-01-0038A
Prince William County	None.
Stafford County	23 6
City of Fredericksburg	7789-13-8023; 7789-13-9179; 7789-13-9179-SC1; 7789-13-9179-SC2;
Spotsylvania County	None.
Caroline County	None.
Hanover County	7871-91-6034; 7779-65-1844; 7779-54-8239; 7883-38-4695; 7883-38-2748; 7883-38-3586; 7883-38-5249
Henrico County	770-765-7745; 771-755-6340; 772-777-0898; 774-746-8868; 777-740-5380; 777-741-0172; 779-737-2070; 780-736-7836
City of Richmond	N0000192002; N0000195001; N0000196001; N0000222017; N0000225004; N0000226027; N0000228019; N0000233020; N0000251007; N0000279001; N0000313003; N0000315005; N0000472014B; N0000475030; N0000620025; N0000740020; N0000942075; N0001006006; N0001100015; N0001292028; N0001605030; N0170437015; N0170518010; N0170518012; N0170599017; N0170599018; S0000100021; S0000100022; S0000100023; S0000100025; S0000101010; S0000133001; S0000134001; S0000173001; S0000385030; S0000385020; S0070191025; S0070940056; S0080211020; S0080601045; S0080851025T; S0090310015;

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

EXHIBIT B

MAP OF RAIL CORRIDOR



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

CSX How tomorrow moves

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
RICHMOND CITY COUNTY - RICHMOND, VA
N - CENTRAL - RF AND P
MILEPOST: CFP: 0-112.35, SRN 0-3. S 0-10.8, A 10.59-29.06, QLZ 137.49 - 137.54

0 10 20
Miles

EXHIBIT C

DESCRIPTION OF PASSENGER RAIL CORRIDOR

All those certain parcels of land situated in Arlington County, City of Alexandria, Fairfax County, Prince William County, Stafford County, the City of Fredericksburg, Spotsylvania County, Caroline County, Hanover County, Henrico County, the City of Richmond, Chesterfield County, the City of Colonial Heights, the City of Petersburg and Dinwiddie County, in the Commonwealth of Virginia, which parcels of land are shown as the shaded areas identified as "Passenger Rail Corridor to be Conveyed to DRPT" on certain of the enhanced valuation maps listed in Exhibit C-1 attached hereto (the "Enhanced Valuation Maps").

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

EXHIBIT C-1

LIST OF ENHANCED VALUATION MAPS
SEGMENT 1 - VIRGINIA

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

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

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

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

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

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

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

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

*EV-286 through EV-311 are delineation alignment charts for the Enhanced Valuation Maps.
**The column labeled "CSXT or its predecessors' Valuation Map Numbers" may be over-inclusive, under-inclusive or otherwise incorrect and shall have no bearing on the title transferred by this Deed.
***References in this column to "north" or "south" refer to the overall orientation of the Rail Corridor running from Arlington County in the north to Dinwiddie County in the south, although the orientation of any particular portion of the Rail Corridor may vary.

EXHIBIT C-2A

INITIAL PASSENGER FACILITIES

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

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

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

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

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

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

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

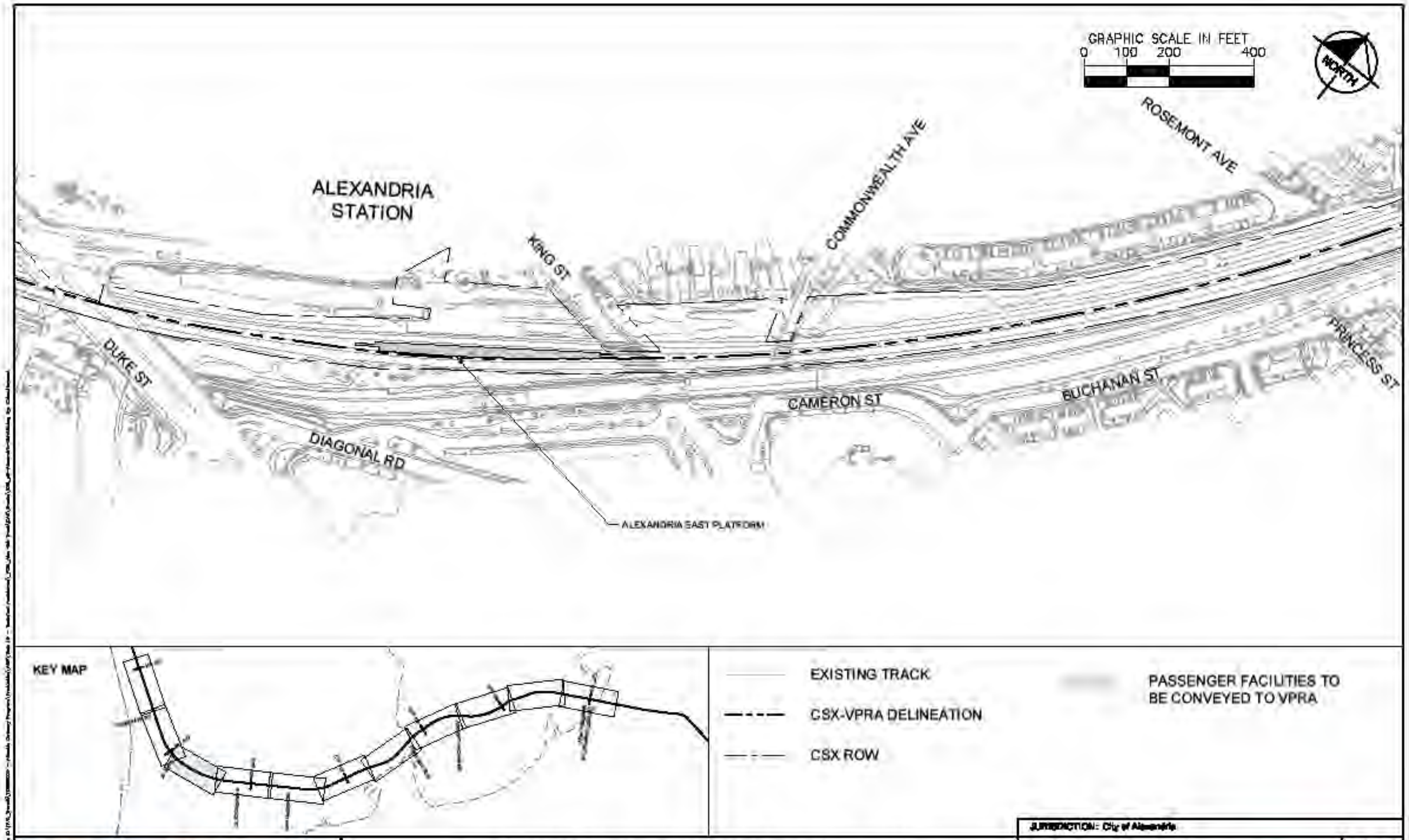
Quantico: the improvements located on the shaded area shown on Sheet S-10 attached hereto and identified thereon as “QUANTICO WEST PLATFORM” and QUANTICO STATION AND EAST PLATFORM.”

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

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

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

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



JURISDICTION: City of Alexandria

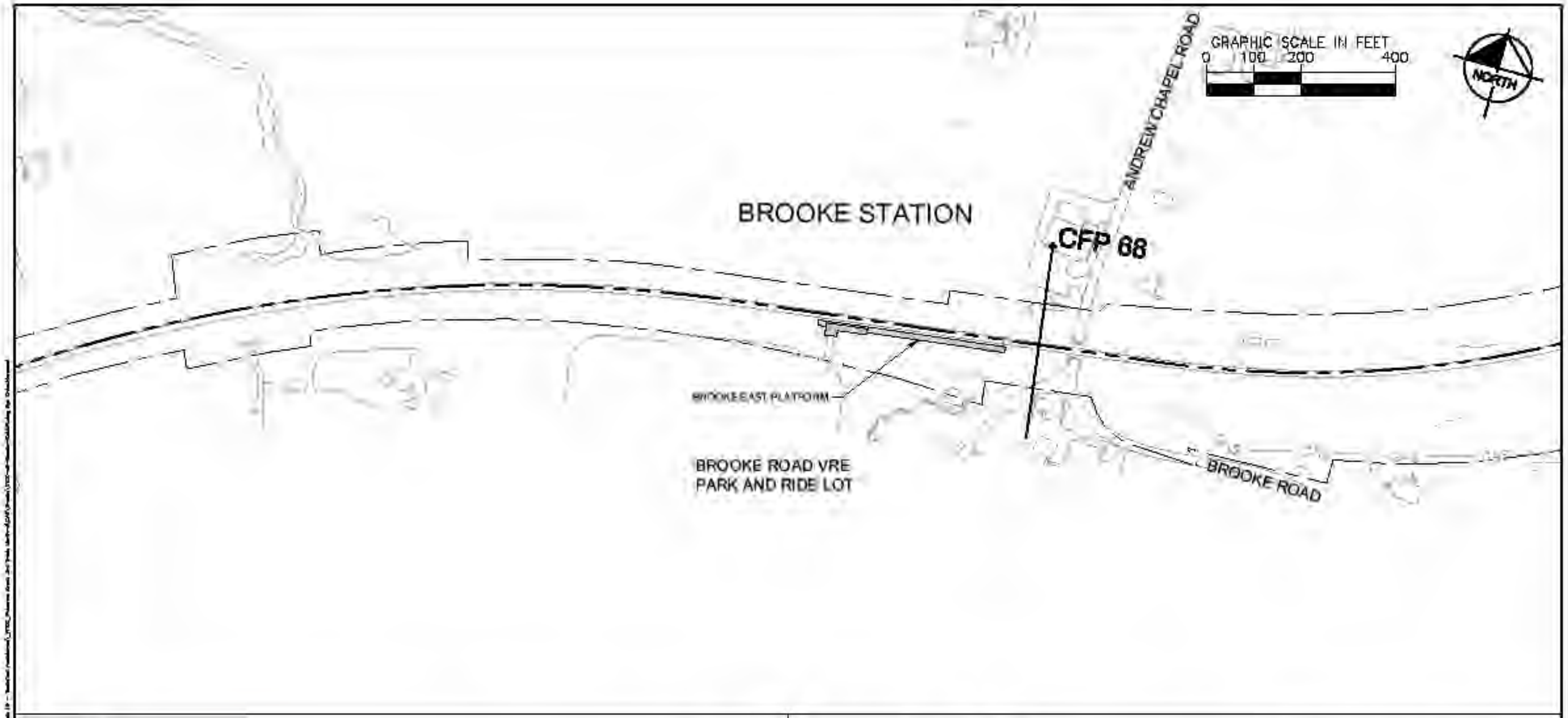
ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

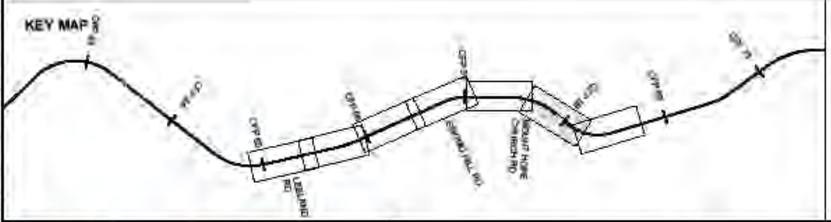
ALEXANDRIA STATION

CSX VAL MAP: V26594

DATE: 2/19/2021

SHEET S-1 OF S-14





—	EXISTING TRACK
– – –	CSX-VPRA DELINEATION
— - —	CSX ROW
▨	PASSENGER FACILITIES TO BE CONVEYED TO VPRA

JURISDICTION: Stafford County

CSX DRPT

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

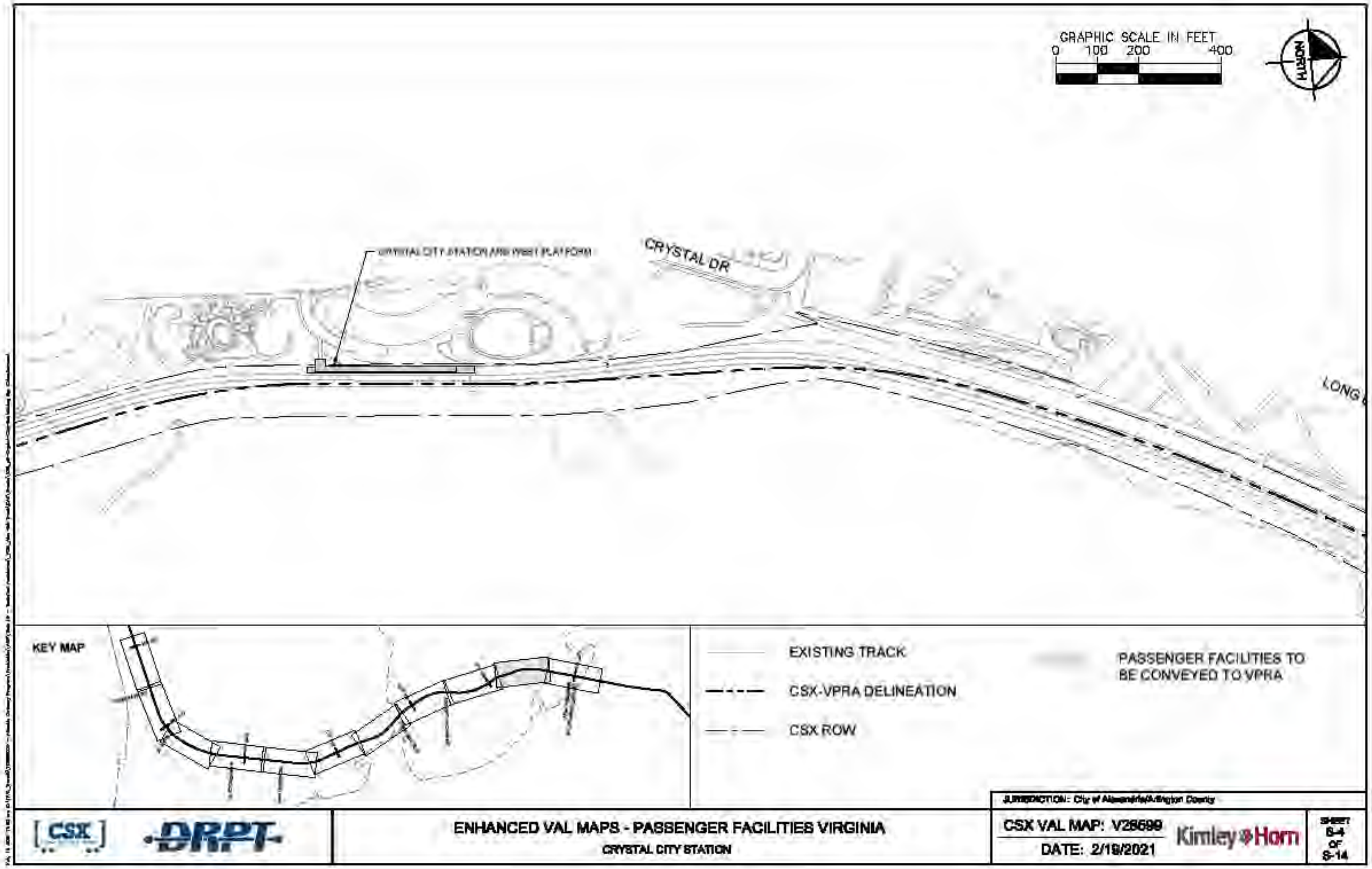
BROOKE STATION

CSX VAL MAP: V25883

DATE: 2/19/2021

Kimley»Horn

SHEET S-3 OF S-14



ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

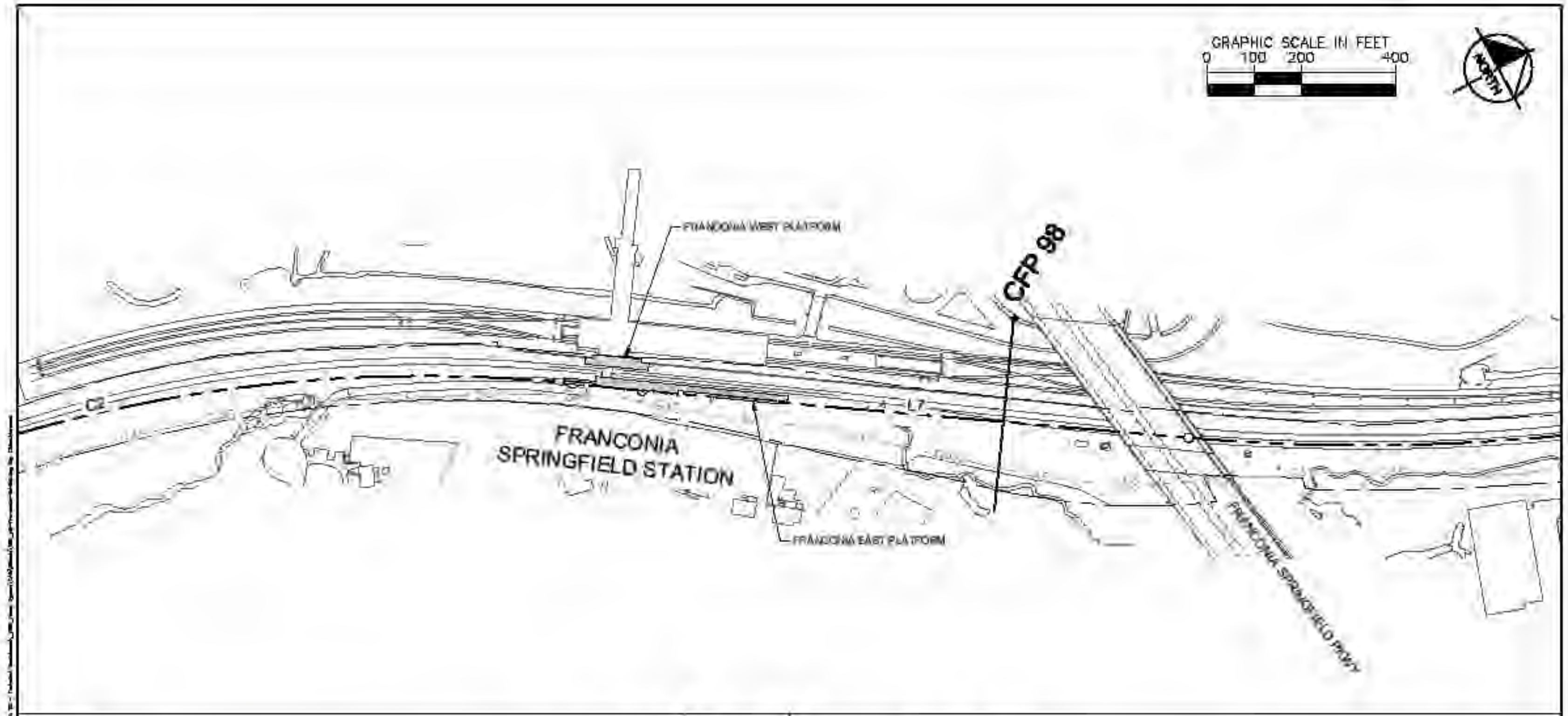
CRYSTAL CITY STATION

JURISDICTION: City of Alexandria/Arlington County

CSX VAL MAP: V25699

DATE: 2/19/2021

SHEET S-4 OF S-14



EXISTING TRACK

PASSENGER FACILITIES TO BE CONVEYED TO VPRA

— · — CSX-VPRA DELINEATION

— - — CSX ROW

JURISDICTION : Fairfax County

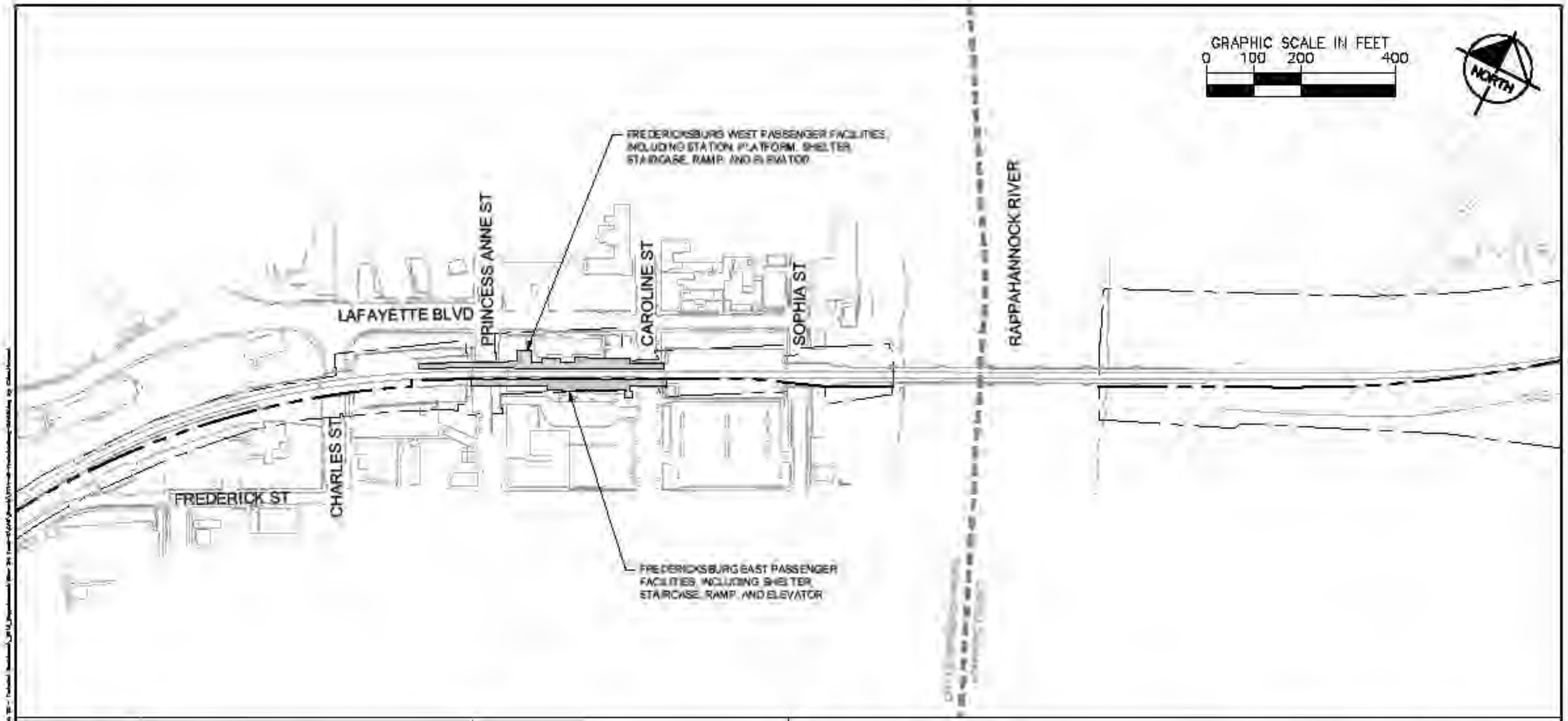
ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

FRANCONIA-SPRINGFIELD STATION

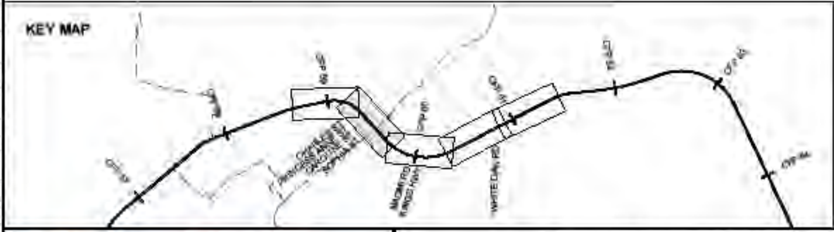
CSX VAL MAP: V25699

DATE: 2/19/2021

SHEET S-5 OF S-14


GRAPHIC SCALE IN FEET
0
100
200
400
NORTH
FREDERICKSBURG WEST PASSENGER FACILITIES, INCLUDING STATION, PLATFORM, SHELTER STAIRCASE, RAMP, AND ELEVATOR
PRINCESS ANNE ST
CAROLINE ST
SOPHIA ST
RAPPAHANNOCK RIVER
LAFAYETTE BLVD
CHARLES ST
FREDERICK ST
FREDERICKSBURG EAST PASSENGER FACILITIES, INCLUDING SHELTER, STAIRCASE, RAMP, AND ELEVATOR

KEY MAP



—	EXISTING TRACK
— - —	CSX-VPRA DELINEATION
— · —	CSX ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
▨	PASSENGER FACILITIES TO BE CONVEYED TO VPRA

JURISDICTION: Stafford County/City of Fredericksburg

CSX DRPT

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

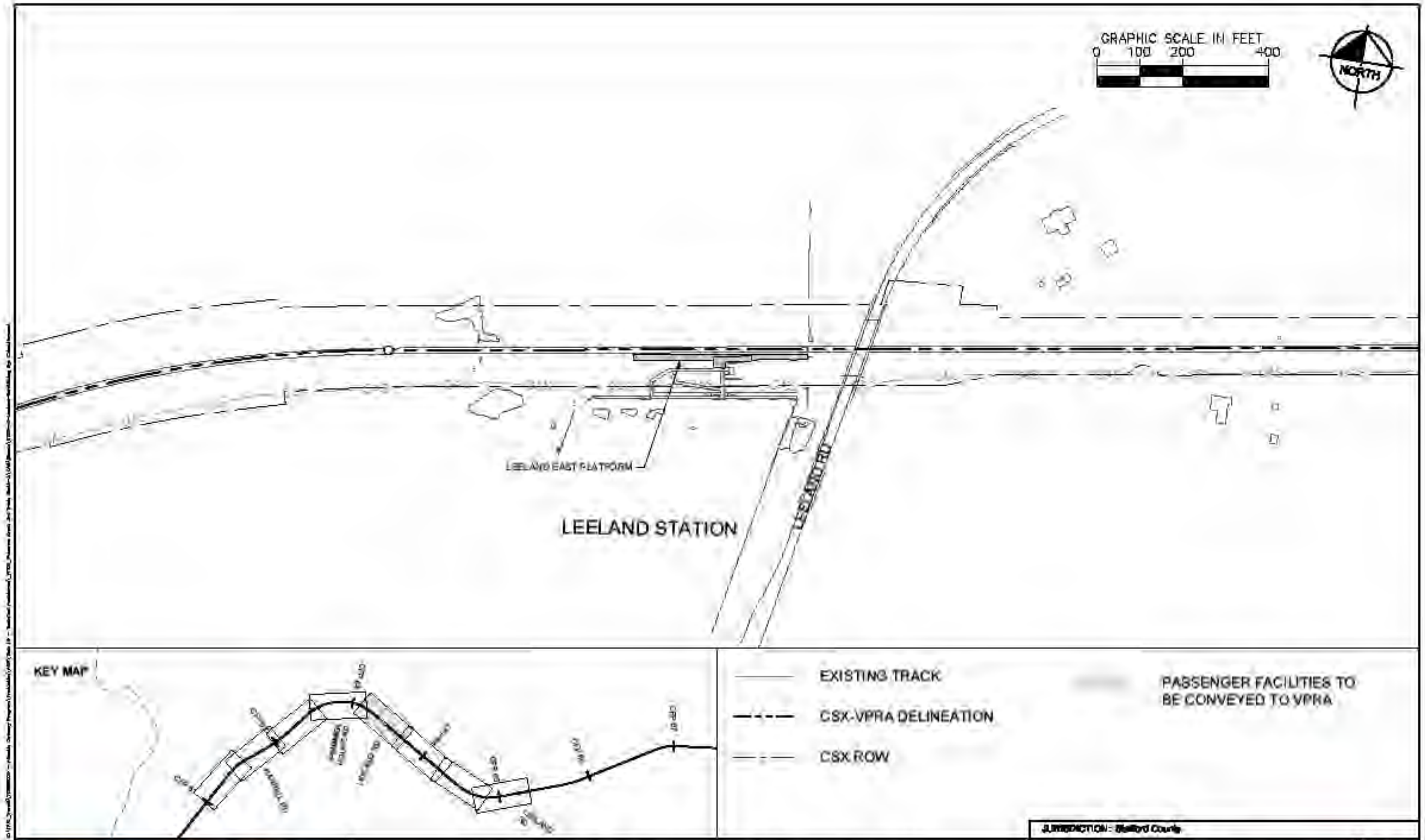
FREDERICKSBURG STATION

CSX VAL MAP: V26538

DATE: 2/19/2021

Kimley»Horn

SHEET S-5 OF S-14

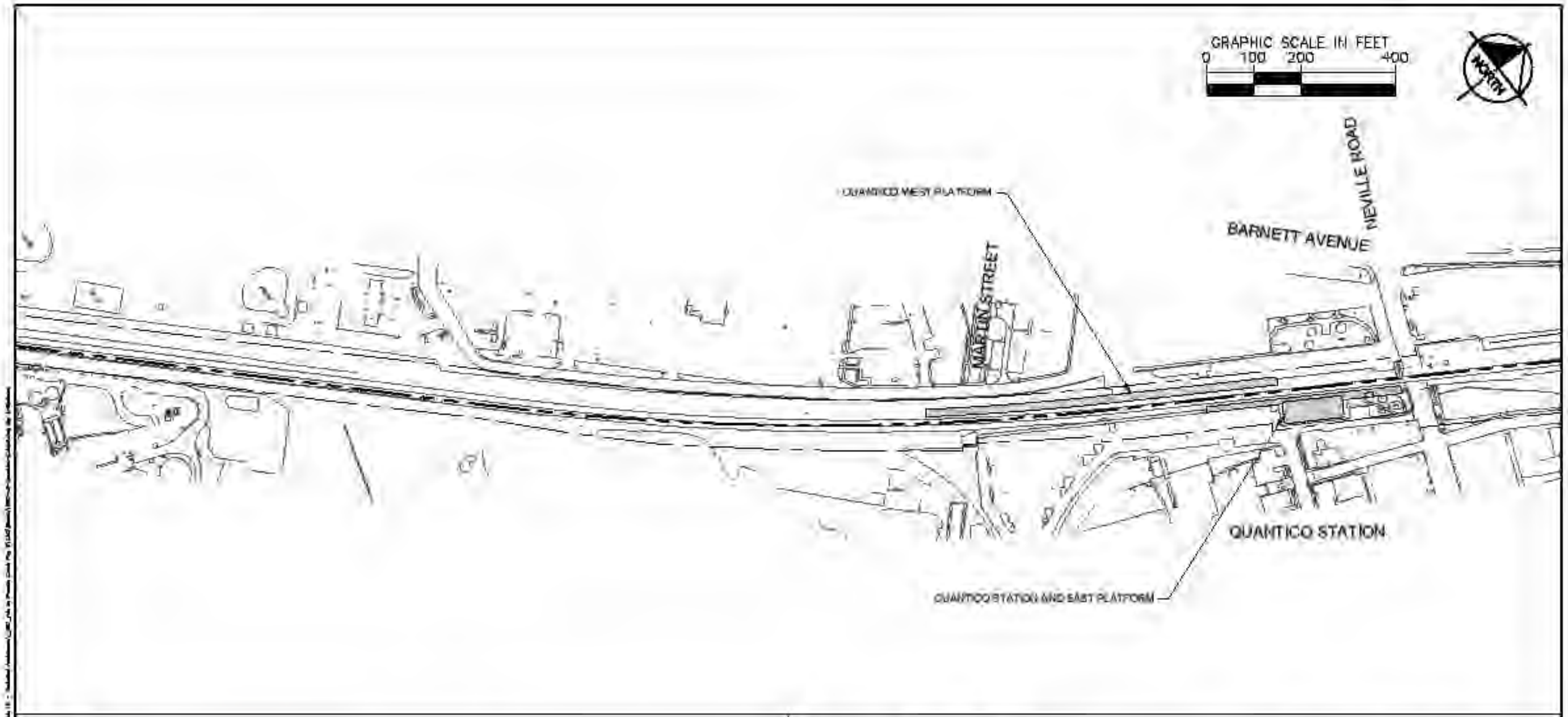


JURISDICTION : Stafford County

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA
LEELAND STATION

CSX VAL MAP: V28881
DATE: 2/19/2021

SHEET
S-7
OF
S-14



KEY MAP

───	EXISTING TRACK
─·─·─	CSX-VPRA DELINEATION
— - —	CSX ROW
▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
▨	PASSENGER FACILITIES TO BE CONVEYED TO VPRA

JURISDICTION: Prince William County/Stafford County

CSX

DRPT

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

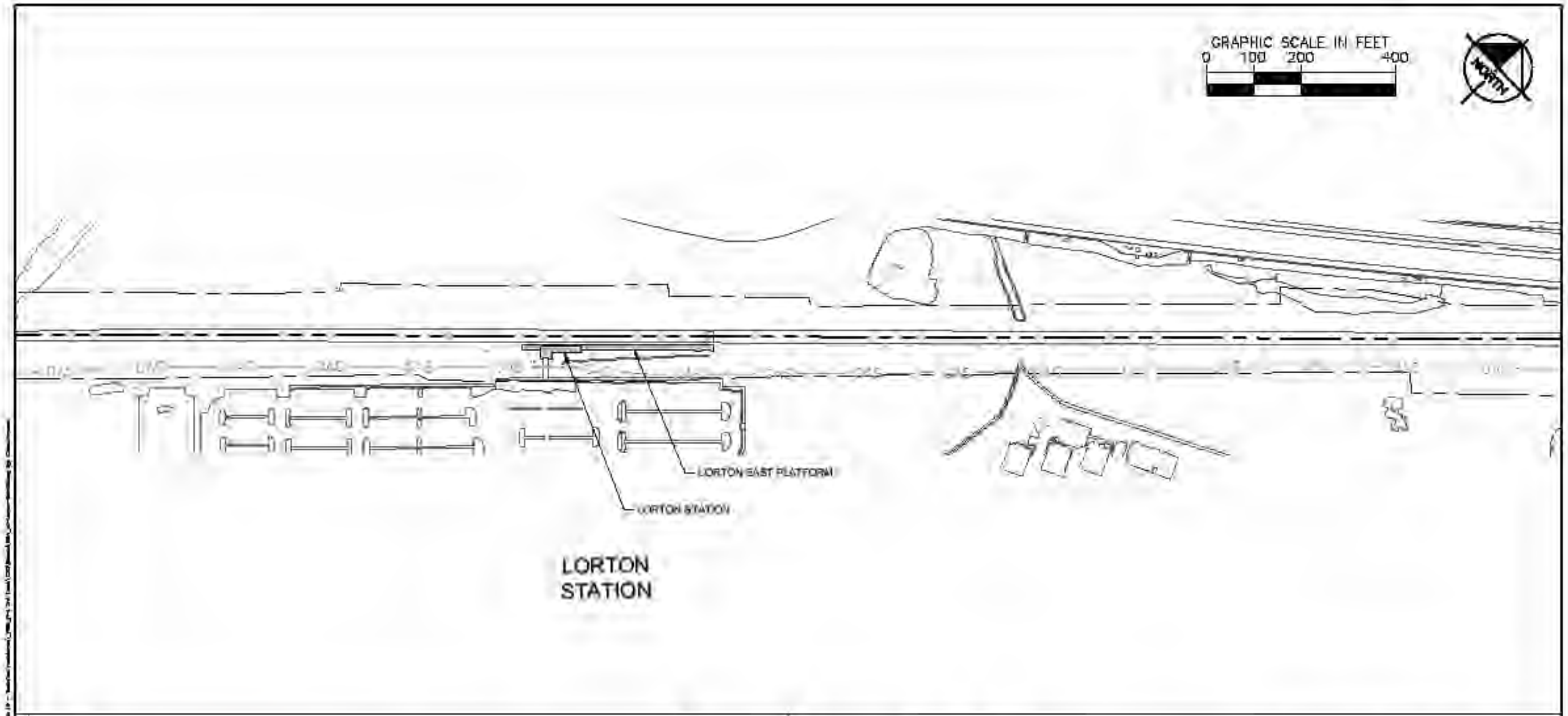
QUANTICO STATION

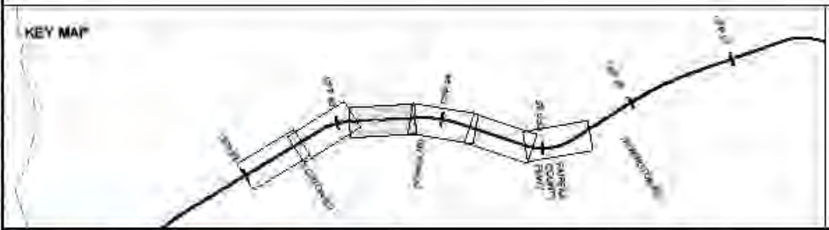
CSX VAL MAP: V26662

DATE: 2/19/2021

Kimley»Horn

SHEET S-10 OF S-14





EXISTING TRACK

CSX-VPRA DELINEATION

CSX ROW

PASSENGER FACILITIES TO BE CONVEYED TO VPRA

JURISDICTION: Fairfax County

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

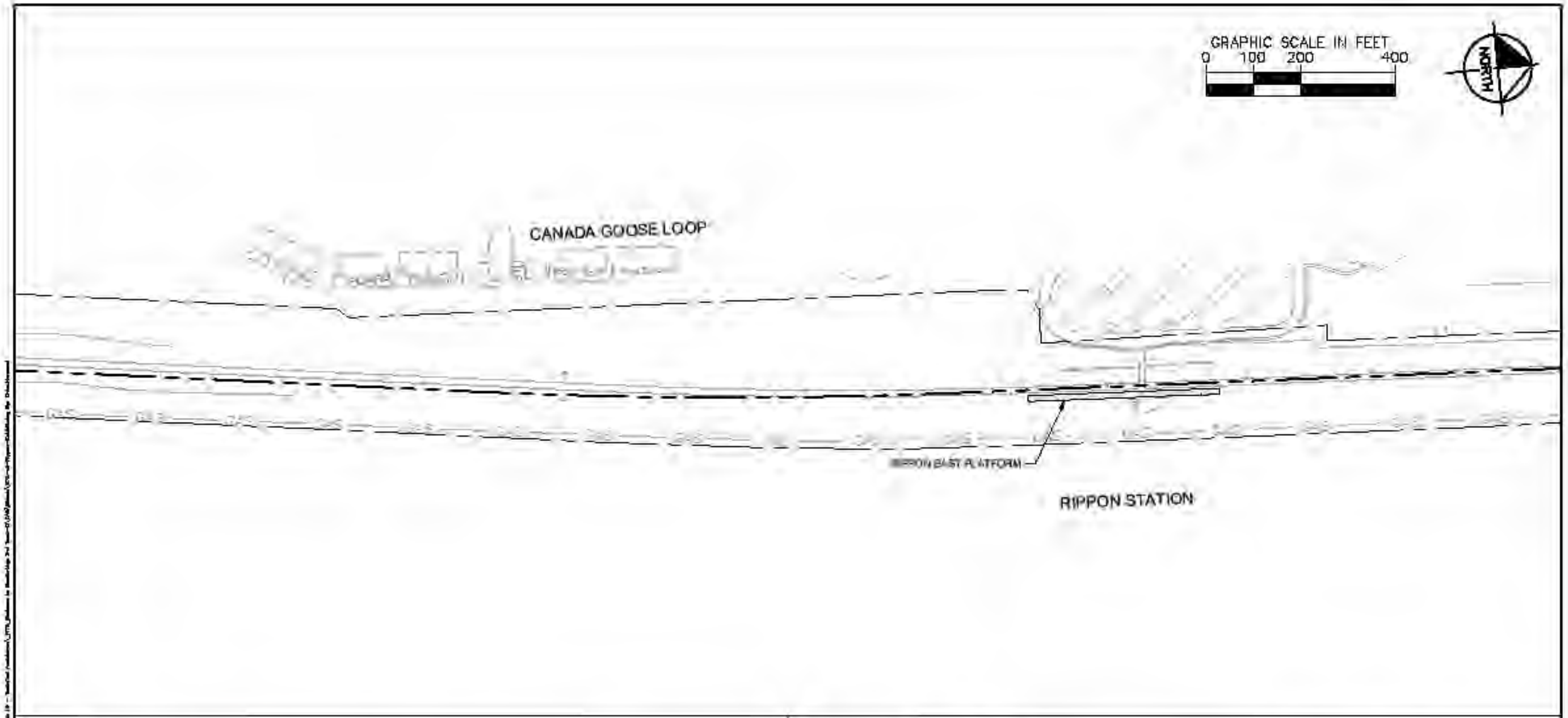
LORTON STATION

CSX VAL MAP: V25696

DATE: 2/19/2021

Kimley»Horn

SHEET
S-8
OF
S-14



KEY MAP

— EXISTING TRACK

-·- CSX-VPRA DELINEATION

-- CSX ROW

PASSENGER FACILITIES TO BE CONVEYED TO VPRA

JURISDICTION: Prince William County

CSX DRPT

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

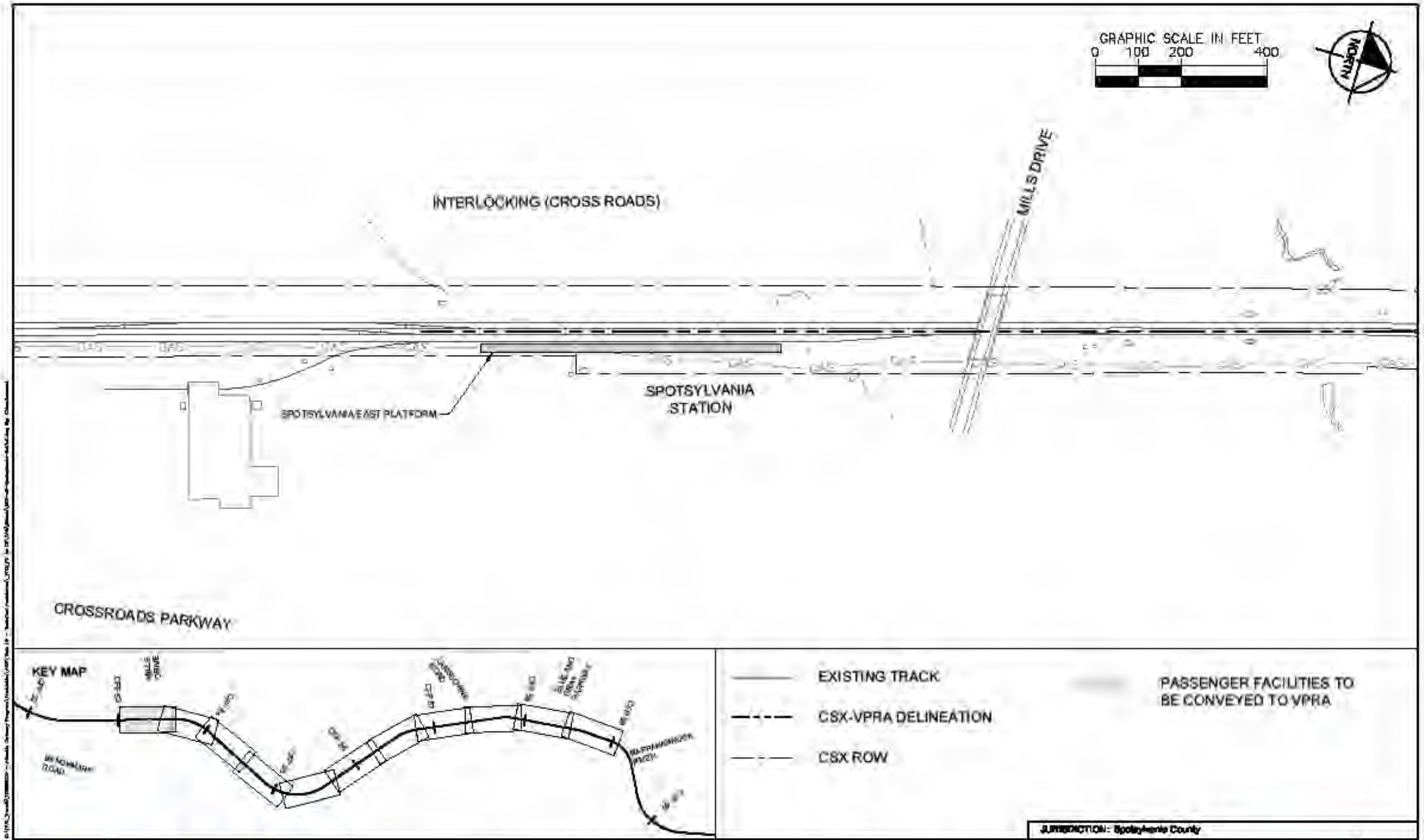
RIPPON STATION

CSX VAL MAP: V26692

DATE: 2/19/2021

Kimley-Horn

SHEET S-12 OF S-14



ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

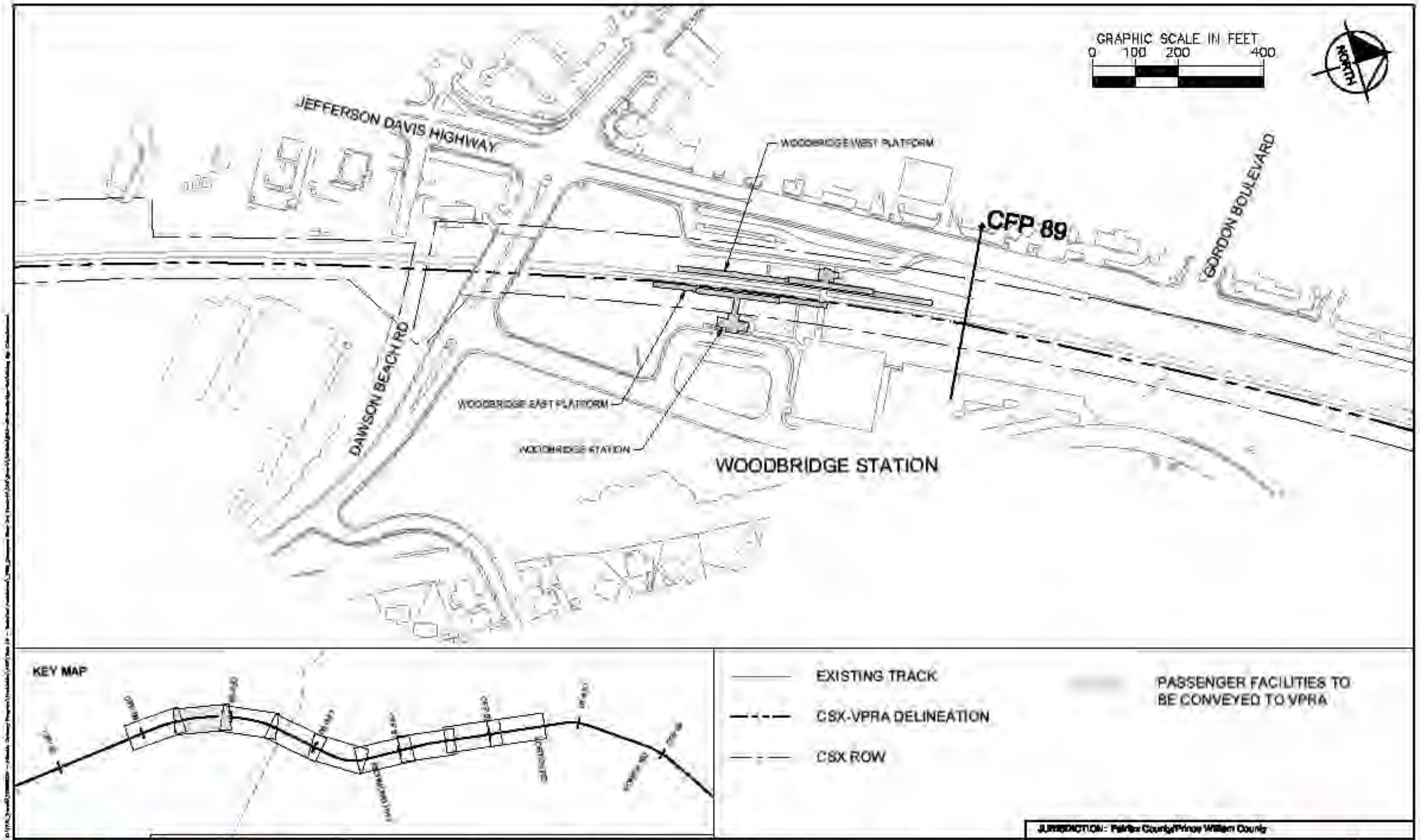
SPOTSYLVANIA STATION

JURISDICTION: Spotsylvania County

CSX VAL MAP: V28664

DATE: 2/19/2021

SHEET
S-13
OF
S-14



JURISDICTION: Fairfax County/Prince William County

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA
WOODBRIDGE STATION

CSX VAL MAP: V28694
DATE: 2/19/2021

SHEET
S-14
OF
S-14

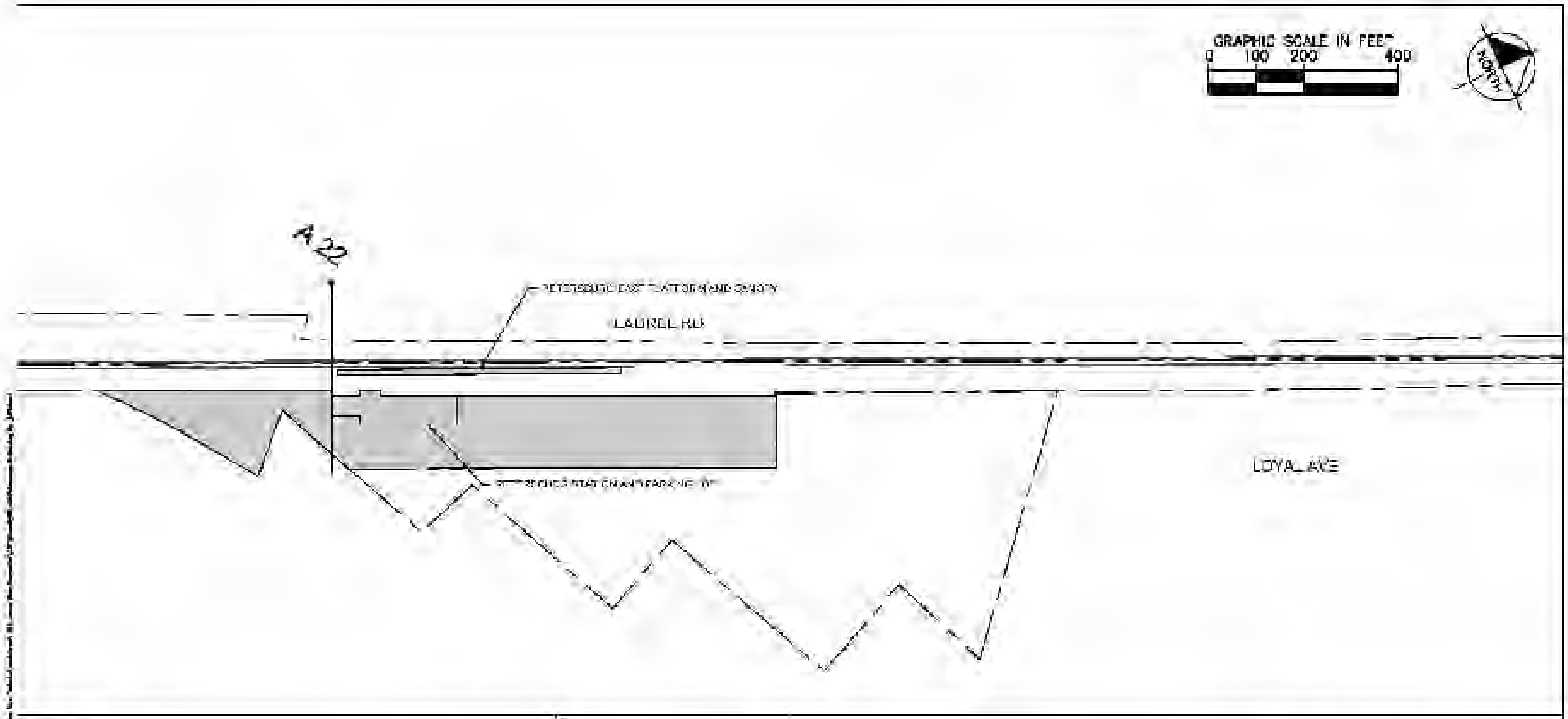
EXHIBIT C-2B

ADDITIONAL PASSENGER FACILITIES

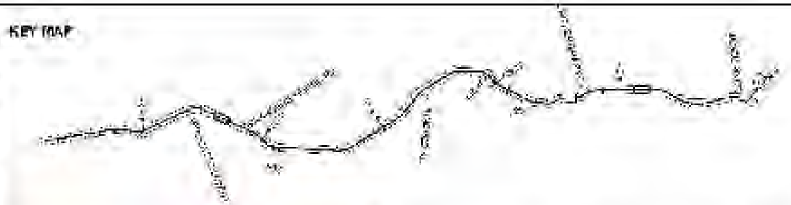
Petersburg: the improvements located on the shaded area shown on Sheet S-9 attached hereto and identified thereon as "PETERSBURG EAST PLATFORM AND CANOPY" and "PETERSBURG STATION AND PARKING LOT."

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

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


GRAPHIC SCALE IN FEET
0
100
200
400
NORTH
A22
PETERSBURG EAST PLATFORM AND CANOPY
LAUREL RD
PETERSBURG STATION AND PARKING LOT
LOYAL AVE

KEY MAP



EXISTING TRACK

CSX-VPRA DELINEATION

CSX ROW

PASSENGER FACILITIES TO BE CONVEYED TO VPRA

JURISDICTION: [illegible]

CSX

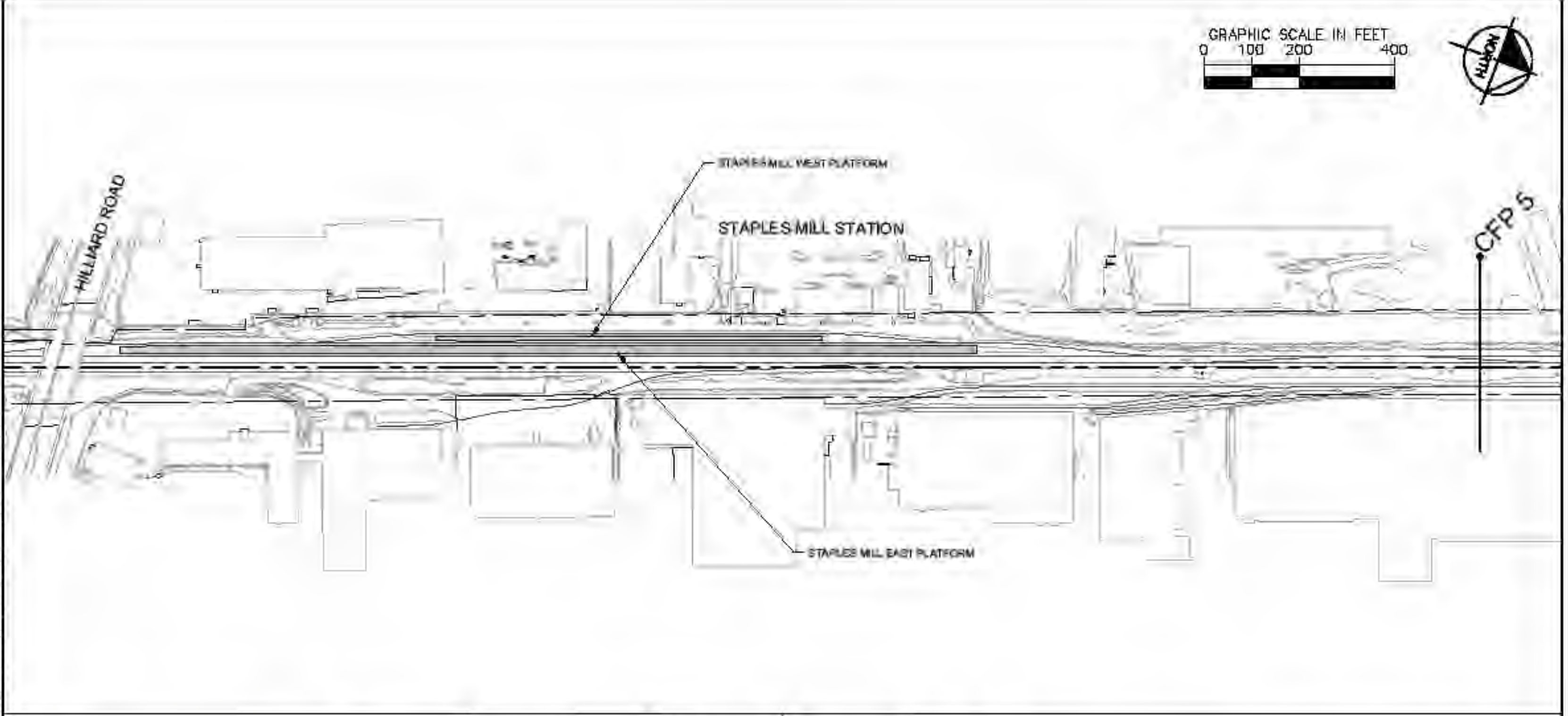
DRPT

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA
PETERSBURG STATION

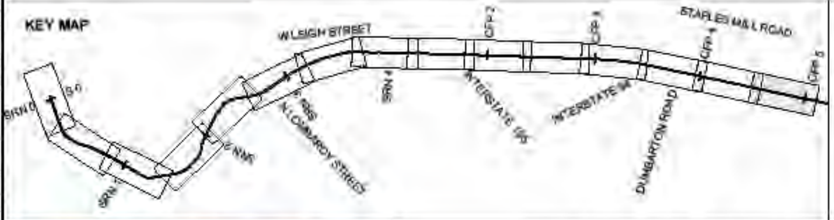
CSXT VAL MAPV00J66
DATE: 3/29/2021

Kimley»Horn

SHEET 8-5 OF 8-14



KEY MAP



——— EXISTING TRACK

—·—·— CSX-DRPT DELINEATION

—·—·— CSX ROW

▨ PASSENGER FACILITIES TO BE CONVEYED TO VPRA

JURISDICTION: Henrico County

CSX DRPT

ENHANCED VAL MAPS - PASSENGER FACILITIES VIRGINIA

STAPLES MILL STATON

CSX VAL MAP: V25666

DATE: 2/19/2021

Kimley»Horn

SHEET S-11 OF S-14

EXHIBIT C-3

TRACKS CONVEYED TO GRANTEE

The tracks identified in red on the aerial photographs attached hereto and recorded herewith, together with associated rails, ties and ballast and together with the structures required to support the foregoing assets (but in any event excluding all signals), such tracks being located and identified on such aerial photographs as follows:

Between Mile Post CFP 103.8 and Mile Post CFP 104.3:

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

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

Between Mile Post CFP 79.7 and Mile Post 81.2

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

Between Mile Post CFP 52.8 and Mile Post 58.8:

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

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

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

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

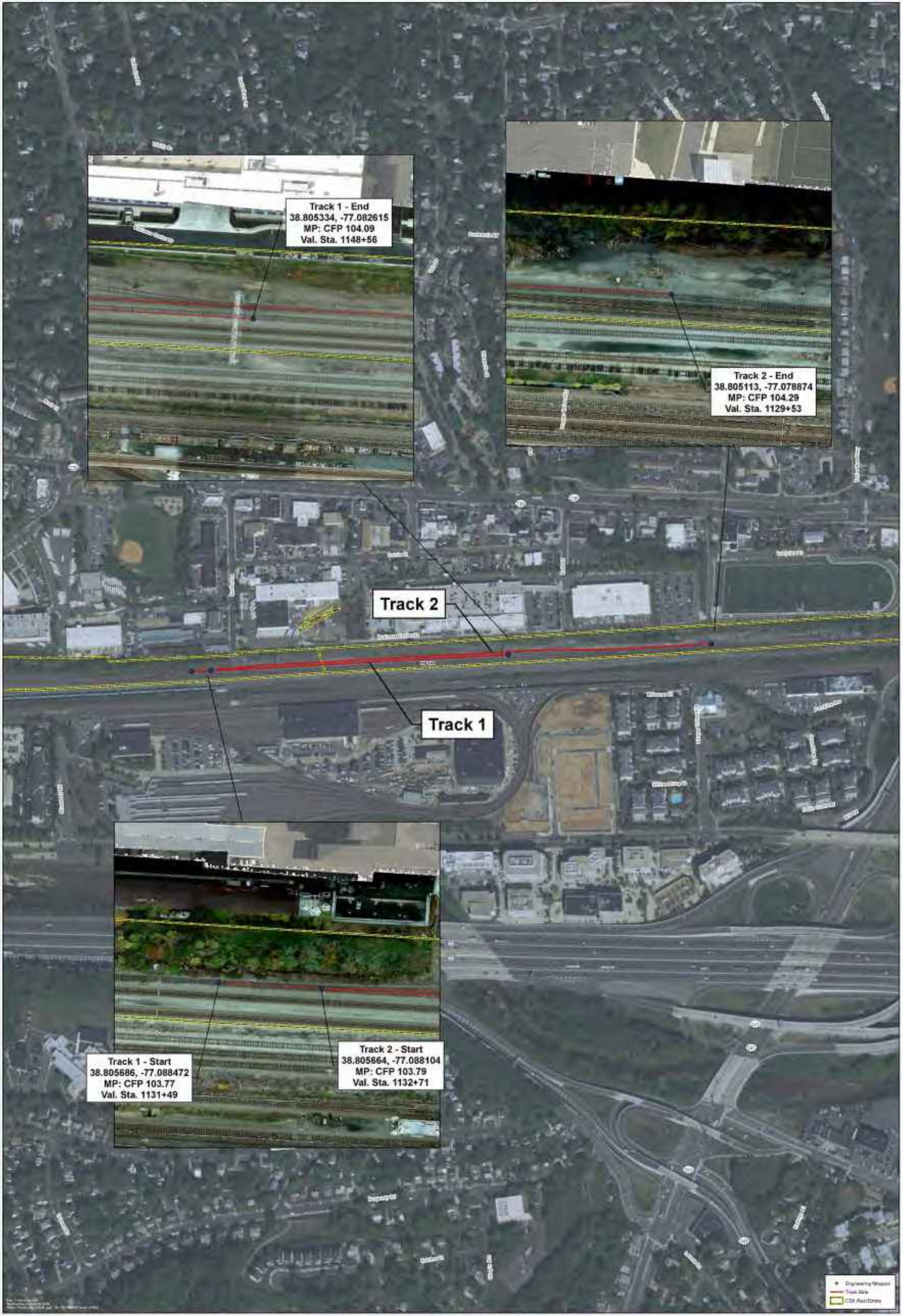
Track 5 - Start 38.240161, -77.436053 MP: CFP 54.72 Val. Sta. 2989 +23 = 0 + 00
End 38.239406, -77.436258 MP: CFP 54.67 Val. Sta. 2 + 80

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

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

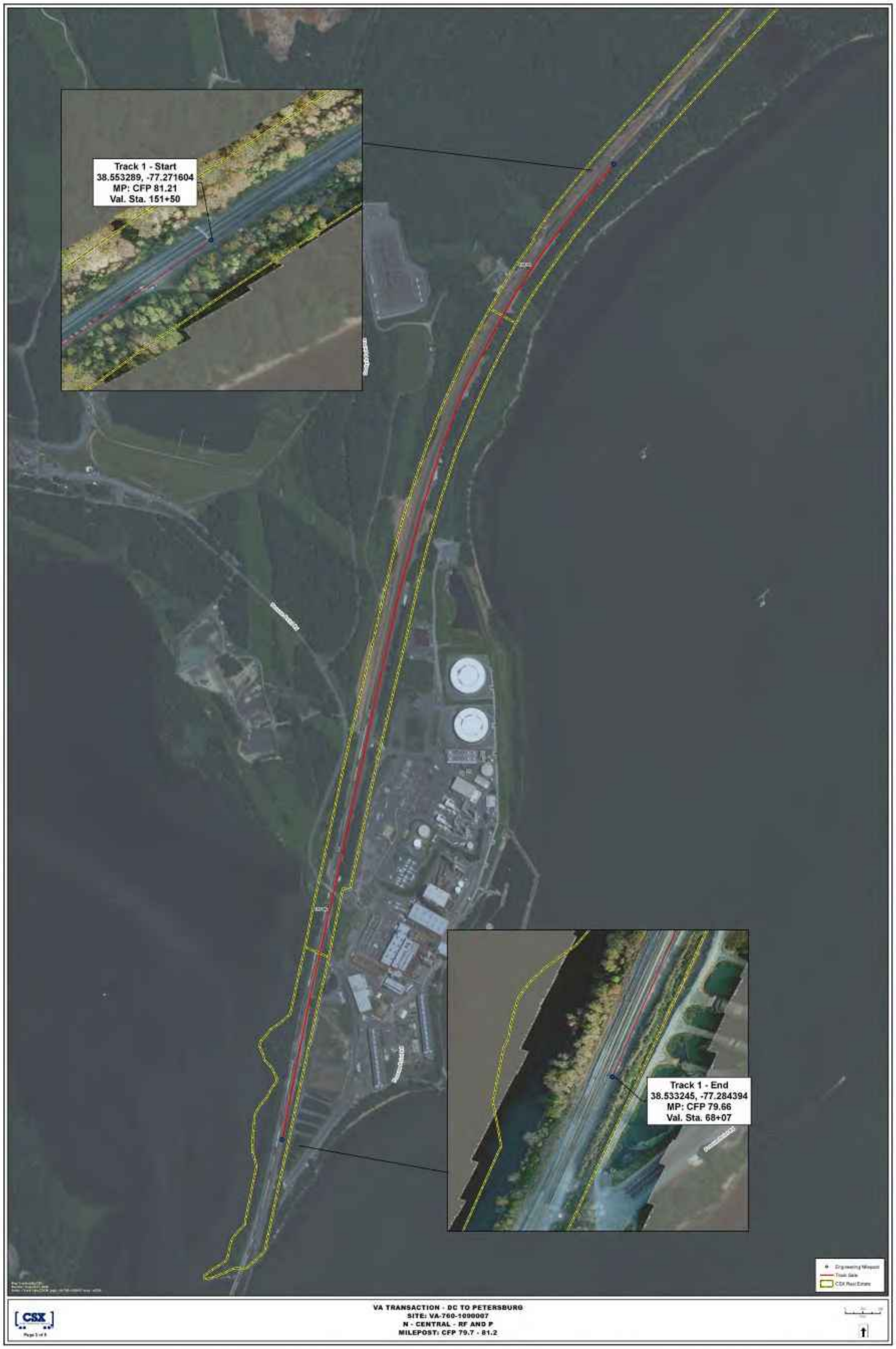
Between Mile Post CFP 13.7 and Mile Post CFP 15.8

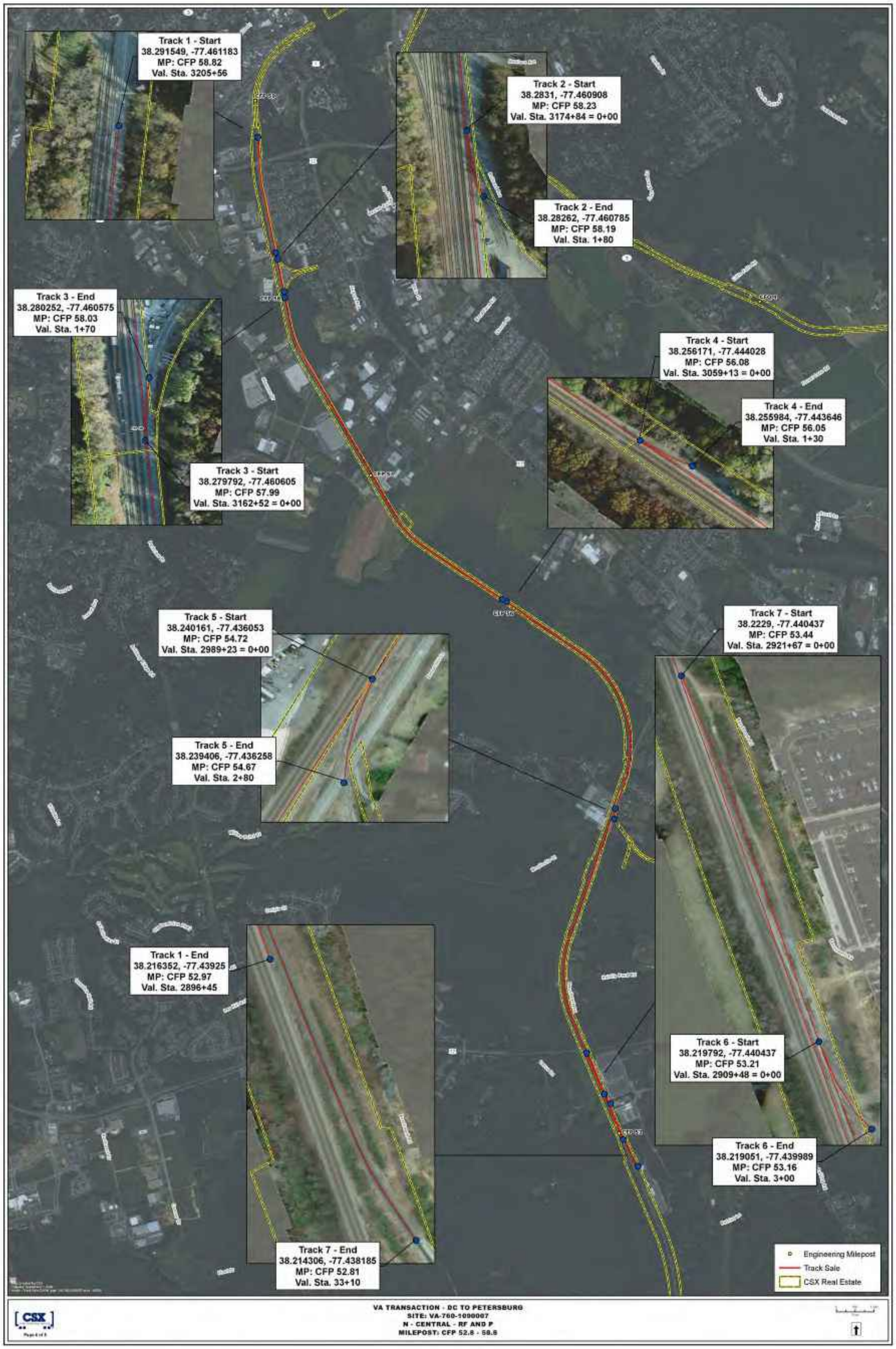
Track 1 - Start 37.774066, -77.476613 MP: CFP 15.82 Val. Sta. 934 + 63
End 37.745019, -77.485559 MP: CFP 13.74 Val. Sta. 825 + 65



CSX
Page 2 of 9

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 103.8 - 104.3


Track 1 - Start
38.553289, -77.271604
MP: CFP 81.21
Val. Sta. 151+50
Track 1 - End
38.533245, -77.284394
MP: CFP 79.66
Val. Sta. 68+07
Engineering Milepost
Track Sale
CSX Real Estate
CSX
VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1000007
N - CENTRAL - RF AND P
MILEPOST: CFP 79.7 - 81.2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Val. Sta. 3205+56
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Track 2 - End
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MP: CFP 58.19
Val. Sta. 1+80
Track 3 - End
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Track 3 - Start
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Track 5 - End
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Track 7 - Start
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Track 6 - Start
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MP: CFP 53.21
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Track 6 - End
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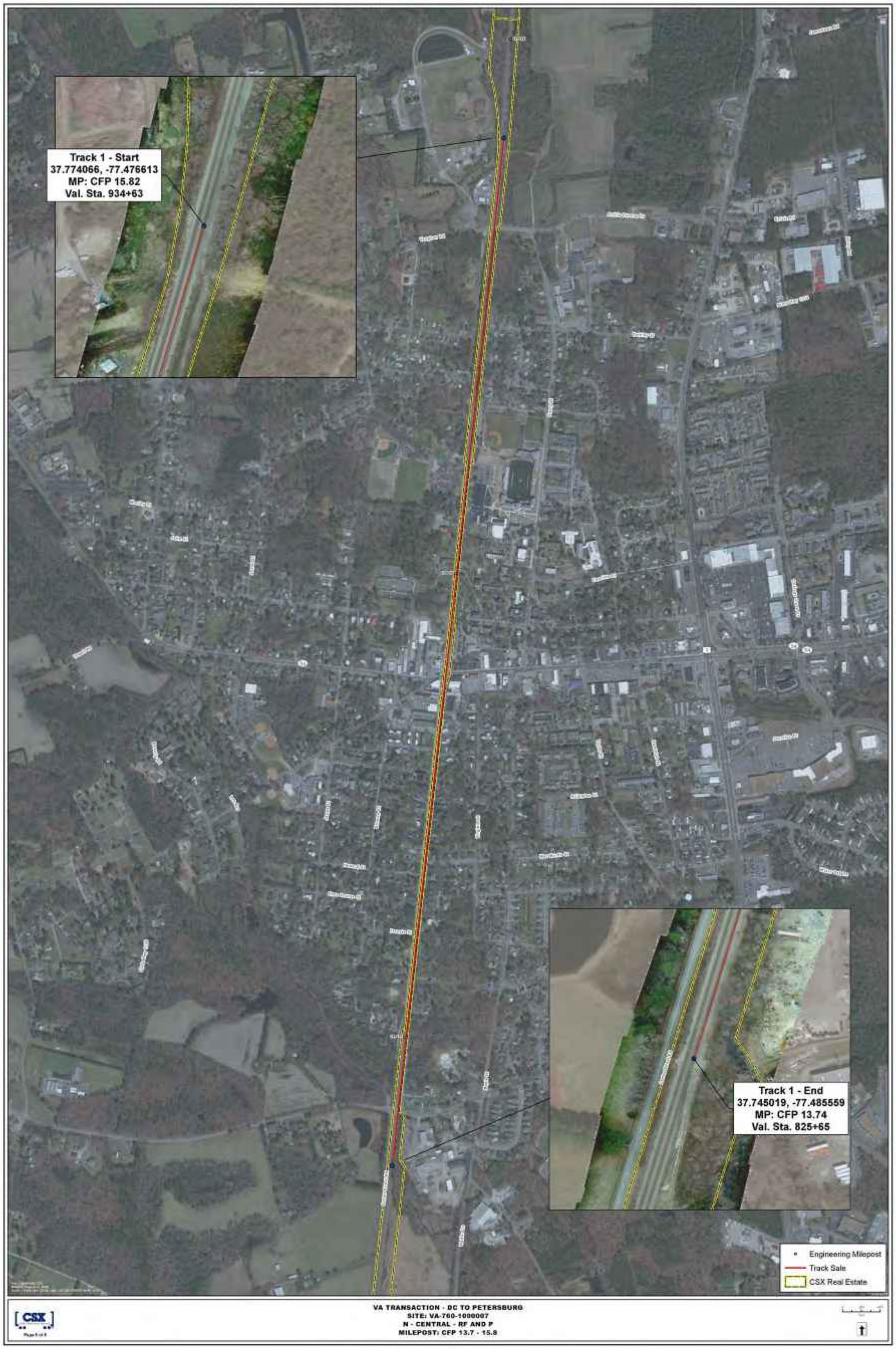
MP: CFP 53.16
Val. Sta. 3+00
Track 7 - End
38.214306, -77.438185
MP: CFP 52.81
Val. Sta. 33+10
Engineering Milepost
Track Sale
CSX Real Estate
CSX
VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1000007
N - CENTRAL - RF AND P
MILEPOST: CFP 52.8 - 58.8



VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1000007
N - CENTRAL - RF AND P
MILEPOST: CFP 13.7 - 15.8

EXHIBIT C-4

COPIES OF ENHANCED VALUATION MAPS

EXHIBIT D

RF&P RWY TO CSXT DEEDS

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

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

EXHIBIT C-1A

Form of Deed for Segment 1 (D.C.)

Upon recordation return to:

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

Tax Parcel No(s): ______________________________

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 DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**, an agency of the Commonwealth of Virginia, whose mailing address is ____________________, hereinafter called "Grantee," to be indexed as Grantee. 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 all or a portion of approximately 144.6 miles of the real property and right-of-way, as well as associated property, (i) beginning approximately at CSXT milepost QLZ 137.49/ Amtrak milepost 136.49 between Washington Avenue SW and Second Street in Washington, D.C. and extending to CSXT milepost CFP 110.1 near the southern terminus of Long Bridge in Arlington County, Virginia, (ii) thence extending from CSXT milepost CFP 110.1 to CSXT milepost CFP 1.0/ SRN 4.0 in the City of Richmond, Virginia, (iii) thence extending from CSXT milepost CFP 1.0/ SRN 4.0 to CSXT milepost SRN 0.0/ S 0.0 at Main Street Station in the City of Richmond, Virginia, (iv) thence extending from CSXT milepost SRN 0.0/ S 0.0 to CSXT milepost S 10.9/ A 10.7 at Centralia in Chesterfield County, Virginia and (v) thence extending from CSXT mile post S 10.9/ A 10.7 to CSXT milepost A 29.04 in the Dinwiddie County, Virginia, all as generally shown on the map attached as Exhibit A (the "Rail Corridor");

WHEREAS, Grantor intends to convey to Grantee an easement in certain portions of the Rail Corridor in the District of Columbia, as well as certain other interests, and that thereafter, subject to the satisfaction of certain conditions but without payment of any additional consideration, such easement shall convert to all of Grantor's interest in such portions of the Rail Corridor, all as more particularly set forth below.

NOW THEREFORE, Grantor, in consideration of the sum of [redacted] Dollars ($[redacted]) 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 ___________, 2021 (the "Effective Date"), convey by QUIT-CLAIM unto Grantee, its successors and assigns, subject to the exclusions, reservations, covenants, terms and conditions set forth in this Deed, all of Grantor's right, title and interest, if any, in and to the following as located in the District of Columbia (the "Property"):

(a) as of the date of recordation of this Deed:

(1) a permanent easement (the "Passenger Rail Easement") for Passenger Rail Operations (as hereinafter defined) over, across and upon those portions of the Rail Corridor described in Exhibit B attached hereto and incorporated herein (such portions of the Rail Corridor being referred to herein as the "Passenger Rail Corridor," it being understood that the Passenger Rail Corridor is described in Exhibit B without the benefit of current plats of survey establishing definitively the boundary lines thereof). For purposes of this Deed, "Passenger Rail Operations" shall mean the operation of the Passenger Rail Corridor for Commuter Rail Service, for Inter-City Passenger Rail Service - Commonwealth-Supported, and for Inter-City Passenger Rail Service – Long Distance, as such terms are defined in the Comprehensive Rail Agreement (hereinafter defined), including the right to operate as provided in Section 16.1 of the Joint Operating and Maintenance Agreement (as hereinafter defined);

(2) the passenger rail platform described on Exhibit C attached hereto, but only if Grantor's right to convey such platform is not restricted by contract or law (the "Passenger Facilities")

(3) with respect to the portion of the Rail Corridor located in the District of Columbia and not included within the Passenger Rail Corridor (the "Freight Rail Corridor"), a non-exclusive, present, absolute, unconditional and irrevocable easement for Passenger Rail Operations over, across and upon the land of the Freight Rail Corridor and the tracks from time to time located on the Freight Rail Corridor (to the extent such tracks are needed for Passenger Rail Operations) for a term that shall automatically expire upon the earlier of (A) the completion of at least two (2) tracks for Passenger Rail Operations on the entire portion of the Passenger Rail Corridor then subject to the Subordinate Passenger Rail Easement or (B) the one hundredth (100th) anniversary of the Effective Date (the "Subordinate Passenger Rail Easement"), subject to the following restrictions, limitations and conditions:

(i) Grantee's use of the Subordinate Passenger Rail Easement shall be suspended unless and until, due to reasons beyond the reasonable control of Grantee, the Joint Operating and Maintenance Agreement (as hereinafter defined) or any successor agreement thereto, has been terminated, rejected in bankruptcy or otherwise is unenforceable in accordance with its terms (a "Use Event");

(ii) upon the occurrence of a Use Event, then either (A) Grantor and Grantee shall enter into a new operating agreement for the use and operation of the Subordinate Passenger Rail Easement upon terms and conditions mutually agreeable to them, including terms relating to the capacity of the Freight Rail Corridor, appropriate safety requirements, adequate compensation for the use of the Subordinate Passenger Rail Easement and indemnification of Grantor for liabilities and claims arising from Grantee's use of the Subordinate Passenger Rail Easement or (B) if Grantor is precluded from entering into a new operating agreement on account of a voluntary or involuntary bankruptcy filing, Grantee agrees to use the Subordinate Passenger Rail Easement strictly in accordance with the terms and conditions of the Joint Operating and Maintenance Agreement as if it were deemed in effect; provided, that, in the case of either (A) or (B) above, Grantee's use of the Subordinate Passenger Rail Easement shall be undertaken in accordance with and subject to all applicable laws;

(iii) the Subordinate Passenger Rail Easement is and shall be subject and subordinate in all respects to, and shall not interfere with, any and all uses by Grantor of the Freight Rail Corridor in Grantor's sole discretion, and any and all uses by Grantor of the Freight Rail Corridor shall not be deemed to interfere with Grantee's rights with respect to the Subordinate Passenger Rail Easement;

(iv) the Subordinate Passenger Rail Easement is and shall be subject and subordinate in all respects to any and all leases, occupancies, licenses, uses and other rights and interests heretofore or hereafter granted with respect to the Freight Rail Corridor by Grantor or by statute to the National Railroad Passenger Corporation ("Amtrak"), the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission (collectively, the "Commissions") and any and all other third parties (collectively, "Third Party Rights");

(v) Grantee shall have no right to consent to the granting by Grantor of any Third Party Rights or to grant any consents or approvals that may be required or provided for under any Third Party Rights;

(vi) Grantee shall have no right to improve or construct any improvements on the Freight Rail Corridor, including (without limitation) any buildings, improvements, tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, earthworks, retaining walls, buildings, signals, crossing protection devices, communication lines or poles;

(vii) the boundaries of the Subordinate Passenger Rail Easement on the Freight Rail Corridor shall not extend further than ten (10) feet from the centerline of each mainline track in the Freight Rail Corridor or closer than nine (9) feet from the center line of each siding, if any, in the Freight Rail Corridor. For the avoidance of doubt, the Subordinate Passenger Rail Easement shall not include or relate to any industrial spurs or yard tracks;

(viii) the airspace included in the Subordinate Passenger Rail Easement shall not exceed a horizontal plane, the elevation of which is twenty-three feet (23') above the tracks as they exist from time to time or, in the absence of tracks, the surface elevation of the land in the Freight Rail Corridor;

(ix) upon the Passenger Rail Corridor becoming fully operational for Passenger Rail Operations upon completion of all projects through the Phase 2 Projects (as defined and described in Exhibit E of the Comprehensive Rail Agreement) with passenger rail connectivity from L'Enfant Station in Washington, D.C. to Rosslyn Interlocking at CSXT Milepost 109.9 in Arlington County, Virginia, the Subordinate Passenger Rail Easement shall expire and be released automatically;

(x) if Grantee fails to make any payments when due of the "Purchase Price" under the Comprehensive Rail Agreement, Grantee's rights with respect to the Subordinate Passenger Rail Easement shall be suspended until such payments are made; and

(xi) upon the expiration or termination of the Subordinate Passenger Rail Easement, Grantee shall execute such documents in recordable form as Grantor may reasonably require to confirm such expiration or termination and the release of the Subordinate Passenger Rail Easement.[1]

(b) upon recordation in the applicable land records of a deed of confirmation between Grantor and Grantee (each, a "Deed of Confirmation") confirming, establishing or modifying, as necessary, the boundary lines of any portion of the Passenger Rail Corridor as described in Exhibit B hereto to conform to the boundary lines of such portion of the Passenger Rail Corridor, as applicable, as set forth on a plat or plats of survey to be attached to and referenced in such Deed of Confirmation, all of the right, title and interest of Grantor, if any, in and to such portion of the Passenger Rail Corridor as described on such plat or plats of survey, thereby converting Grantee's interest in such portion of the Passenger Rail Corridor from the Passenger Rail Easement into whatever interest (fee simple or otherwise) Grantor may own in such portion of the Passenger Rail Corridor, subject to any and all reservations, restrictions, terms and conditions set forth herein (to the extent applicable).

The Property is hereby and shall be 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 (collectively, the "Excluded Property"):

(i) all buildings, improvements, tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, earthworks, retaining walls, signals, crossing protection devices, communication lines, poles and auxiliary tracks (to the extent of Grantor's ownership interest) that are affixed to or located on the Rail Corridor, other than (A) the Passenger Facilities and (B) those tracks, rails, ties, ballast and supporting structures described in Exhibit B-2 attached hereto;

(ii) all rights, if any, to the airspace above the Passenger Rail Corridor, which airspace lies above a horizontal plane, the elevation of which is twenty-three feet (23') above the top of tracks as they exist from time to time or in the absence of tracks, the surface elevation of the land, but subject to the rights expressly granted in this Deed to Grantee to use certain portions of such airspace as set forth within the section of this Deed entitled "RESTRICTIVE COVENANTS"; and

(iii) mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Passenger Rail Corridor; and RESERVING the right for 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 Passenger Rail Corridor for mineral extraction without the prior written consent of Grantee, which consent may be withheld in its sole discretion. As used in this Deed, the phrase "Unreasonably Interfere with Passenger Rail Operations" shall mean the exercise of a proposed right that would or would reasonably be expected to impair Grantee's present or future ability to construct, maintain or operate any planned rail lines for the purpose of providing Passenger Rail Operations within the applicable portion of the Passenger Rail Corridor. Any such proposed right will not be construed to Unreasonably Interfere with Passenger Rail Operations if 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 District of

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[1] Note to DRPT: In lieu of a "Bridge Easement" as proposed, see clause (i) under "Excluded Property" and Exhibit B-2 for description of certain tracks conveyed to Grantee together with "the structures required to support" the tracks.

Columbia as applied to Grantee's present or future ability to construct, maintain or operate its planned rail lines within the applicable portion of the Passenger Rail Corridor.

RESERVATION OF CSXT EASEMENT

Reserving unto Grantor, its successors and assigns, an easement (the "CSXT Easement") in Perpetuity (as hereinafter defined) for Railroad Purposes (as hereinafter defined) in, over or on the Passenger Rail Corridor, including, but not limited to, the use of all Trackage (as hereinafter defined) within the Passenger Rail Corridor, subject to the following terms and conditions:

a. Amtrak. Grantee acknowledges the existence of the Amtrak Agreement (hereinafter defined) and that Grantor has reserved the right to continue to satisfy Grantor's obligations and to continue to exercise Grantor's rights under the Amtrak Agreement on the Passenger Rail Corridor for the term of the Amtrak Agreement or as provided by law. Grantee reserves the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Passenger Rail Corridor; provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantor towards one another under the agreement dated June 1, 1999 between Grantor and Amtrak, as same has been or may hereafter be amended, restated and supplemented from time to time (the "Amtrak Agreement"), (iii) not cause Grantor to be in violation of Grantor's obligations under the Amtrak Agreement as it applies to the Rail Corridor and (iv) be subject to the CSXT Easement and Grantor's rights under the Joint Operating and Maintenance Agreement, including, without limitation, the windows of operation, maintenance and access.

b. Existing Freight Service Agreements. There is hereby reserved to Grantor as part of the CSXT Easement (i) the exclusive right to continue to operate or perform and to continue to exercise its rights under any and all Existing Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Existing Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Existing Freight Service Agreement.

c. Future Freight Service Agreements. There is hereby reserved to Grantor as part of the CSXT Easement (i) the exclusive right from time to time to enter into and to operate and perform its obligations and exercise its rights under Future Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Future Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Future Freight Service Agreement.

d. Definitions of CSXT Easement Terms. The following terms shall have the respective meanings set forth below when used in this Deed with respect to the CSXT Easement, except that the term "Trackage" as defined below shall have such meaning wherever it appears in this Deed:

i. Perpetuity: Until the CSXT Easement is abandoned or terminated, as provided in the Joint Operating and Maintenance Agreement. In the event of abandonment or termination of any portion of the CSXT Easement as provided in the Joint Operating and Maintenance Agreement, such portion thereof shall automatically be extinguished.

ii. Trackage: The railway tracks now or hereafter located in the Passenger Rail Corridor (whether on the surface, elevated, or underground) and all supporting materials, facilities and structures appurtenant thereto (all rails, ties, tie plates, ballast, drainage structures), together with existing or future control devices, signals, switches, communication lines and poles necessary for the safe rail operations, whether main, spur, siding or sidetrack(s);

iii. Railroad Purposes: The exclusive right to construct, maintain, repair, operate and use Trackage on the Passenger Rail Corridor for the provision of Rail Freight Service, together with the right of ingress and egress over the Passenger Rail Corridor and any adjacent property owned by Grantee to and from said Trackage and facilities located within the Passenger Rail Corridor, provided, however, Grantee may use said Trackage for Passenger Rail Operations and for its own freight needs, being the transport of railroad materials, equipment, ballast, rails and the like owned by Grantee (to the extent such transport does not interfere with Grantor's use of the Passenger Rail Corridor for Rail Freight Service or for passenger operations), but not common or contract carriage of freight. Except as expressly stated herein, Grantee shall not be entitled to use, or to grant to any third party the right to use, any portion of the Rail Corridor for any type of Rail Freight Service.

iv. Rail Freight Service: The transportation by rail of property and movable articles of every kind, character and description over the Passenger Rail Corridor, including but not limited to rail freight contract and common carrier transportation service to current and future industries, customers and facilities located along the Passenger Rail Corridor, including transloading activities and supporting activities, over the Passenger Rail Corridor, but excluding detour movements of other railroads permitted by Grantee pursuant to the Joint Operating and Maintenance Agreement.

v. Existing Freight Service Agreements: (i) The right, title and interest of Grantor in and to those agreements identified in Exhibit E-3 to the Assignment and Assumption Agreement (hereinafter defined), to the extent such right, title and interest is not assigned to Grantee by the Assignment and Assumption Agreement, as such agreements may have been and may hereafter be amended, supplemented, restated or extended from time to time, and (ii) any and all easements, leases, licenses, occupancies and agreements identified in Exhibit [__]-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.

vi. Future Freight Service Agreements. Any and all easements, leases, licenses, occupancies and agreements hereafter entered into by Grantor with affiliates of Grantor or unaffiliated parties, for transloading and storage activities and for other uses related to the Rail Freight Service provided from time to time by Grantor, as the same may have been and may hereafter be amended, supplemented, restated or extended from time to time.

RESERVATION OF RESERVED CORRIDOR RIGHTS

Reserving unto Grantor, its successors and assigns the following (collectively, the "Reserved Corridor Rights"):

(i) Existing Utility Easement. A perpetual exclusive easement, hereinafter the "Existing Utility Easement," in, over, under and along those portions of the Passenger Rail Corridor encumbered by existing occupancies of every type and nature, whether recorded or not, including such occupancies for the construction, maintenance, operation, use, replacement, relocation, renewal and removal of water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems, and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Passenger Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Passenger Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, (b) the right from time to time to assign the Existing Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, (c) the right to lease, license or permit third parties to use the Existing Utility

Easement and/or the rights reserved pursuant thereto, and (d) access over the Passenger Rail Corridor to reach the Existing Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for utilities shall remain with and be exclusive unto Grantor;

(ii) Future Utility Easement. An exclusive perpetual utility easement, hereinafter the "Future Utility Easement," for the entire width and length of the Passenger Rail Corridor for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems; and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Passenger Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Passenger Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) access over the Passenger Rail Corridor to reach the Future Utility Easement, (b) the right from time to time to assign the Future Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and (c) the right to lease, license or to permit third parties to use the Future Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for utilities shall remain with and be exclusive unto Grantor;

(iii) Existing Signboard Easement. An exclusive perpetual signboard easement, hereinafter the "Existing Signboard Easement" for the entire width and length of the Passenger Rail Corridor for existing signboards whether recorded or not, together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Existing Signboard Easement and the right to protect reasonable view corridors with respect to signboards installed within the Existing Signboard Easement and with the further right from time to time to assign the Existing Signboard Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Existing Signboard Easement and/or the rights reserved pursuant thereto provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for signboards shall remain with and be exclusive unto 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 Passenger Rail Corridor for future signboards together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Future Signboard Easement and the right to protect reasonable view corridors with respect to signboards installed within the Future Signboard Easement from and after such installation, and with the further right from time to time to assign the Future Signboard Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Future Signboard Easement and/or the rights reserved pursuant thereto, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for signboards shall remain with and be exclusive unto 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 Passenger Rail Corridor for existing towers and antennae whether recorded or not, together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Existing Cell Tower Easement and to provide it with power and with the further right from time to time to assign the Existing Cell Tower Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Existing Cell Tower Easement and/or the rights reserved pursuant thereto provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for cell towers shall remain with and be exclusive unto 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;

(vi) Future Cell Tower Easement. An exclusive perpetual easement for towers and antennae for data, communications and power transmission including without limitation cellular communication systems, hereinafter the "Future Cell Tower Easement" for the entire width and length of the Passenger Rail Corridor for future towers and antennae together with the right to maintain, operate, use, replace, upgrade, relocate, renew and remove such occupancies, together with access over the Passenger Rail Corridor to reach the Future Cell Tower Easement and to provide it with power and with the further right from time to time to assign the Future Cell Tower Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Future Cell Tower Easement and/or the rights reserved pursuant thereto, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations. The right to use the Passenger Rail Corridor for cell towers shall remain with and be exclusive unto 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

(vii) Road Crossings. An indefinite number of road crossings, together with the right to maintain, operate, use, replace, upgrade, relocate, renew, and remove such crossings, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations.

In the event that Grantor exercises any of the Reserved Corridor Rights, Grantee agrees as follows:

(a) all administrative fees charged by Grantee, including but not limited to right of entry fees, engineering review fees, processing and handling fees, etc., shall be capped at [redacted] U.S. DOLLARS ($[redacted]) per occupancy (the "Cap on Administrative Fees"). The Cap on Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed. Notwithstanding the foregoing, the cap on administrative fees for a longitudinal occupancy shall be [redacted] U.S. DOLLARS ($[redacted]) (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 providing the 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.

RESERVATION OF VRE/AMTRAK AGREEMENTS

Further reserving unto Grantor, their successors and assigns all of Grantor's right, title and interest in and to the following (collectively, the "VRE/Amtrak Agreements"): (i) the Amended and Restated Operating Access Agreement dated July 1, 2011 between Grantor and the Commissions, as amended and supplemented from time to time, (ii) the Master Lease Agreement dated May 6, 2013 between Grantor and the Commissions, as amended and supplemented from time to time, and (iii) the Master Property Lease dated June 19, 2010 between Amtrak and Grantor, as amended and supplemented from time to time.

CONVEYANCE SUBJECT TO CERTAIN RIGHTS, ENCUMBRANCES AND OTHER MATTERS

The Property is hereby and shall be conveyed subject to the following rights, encumbrances and other matters (collectively, the "Rail Corridor Encumbrances"): (i) the rights of Amtrak under the Amtrak Agreement; (ii) the CSXT Easement; (iii) the rights of the Commissions and Amtrak under the VRE/Amtrak Agreements, (iv) all existing agreements, contracts, leases, licenses, encroachments, claims, easements, occupancies, grants, reservations, deed obligations and similar covenants, rights, title defects and other impediments, whether or not recorded and whether or not this Deed provides actual notice thereof, including any rights of Amtrak by operation of law or otherwise; (v) all existing telecommunications facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record; (vi) legally applicable building, zoning, subdivision and other federal, state, county, municipal or local laws, ordinances and regulations; (vii) property taxes and assessments, both general and special, which may become due or payable on or after the date hereof, and which, subject to the terms of the Comprehensive Rail Agreement, Grantee assumes and agrees to pay; (viii) any and all encroachments and other matters which might be revealed by a survey meeting applicable State minimum technical requirements or by an inspection or proper survey of the Passenger Rail Corridor; (ix) any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways; (x) reservations or exceptions whether or not of record, including, without limitation: reservations or exceptions of minerals or mineral rights; public utility and other easements; and easements, crossings, occupancies, and rights-of-way, howsoever created; (xi) mortgages and deeds of trust pertaining to the Property which mortgages and deeds of trust, if any and if recorded, 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 (xii) all other matters recorded in the land records in which this Deed is recorded.

NO WARRANTY AS TO TITLE, ETC.

GRANTEE HEREBY ACKNOWLEDGES THAT (a) THE PROPERTY IS HEREBY AND SHALL BE TRANSFERRED WITHOUT WARRANTY AS TO TITLE, (b) THE PROPERTY IS HEREBY AND SHALL BE CONVEYED AS IS, WHERE IS AND WITH ALL FAULTS, DEFECTS AND CONDITIONS OF ANY KIND, NATURE OR DESCRIPTION AS OF THE DATE HEREOF, AND (c) EXCEPT AS OTHERWISE PROVIDED IN THE TRANSACTION DOCUMENTS (HEREINAFTER DEFINED), THERE HAVE BEEN AND WILL BE NO REPRESENTATIONS, WARRANTIES, GUARANTEES, STATEMENTS OR INFORMATION, EXPRESSED OR IMPLIED, PERTAINING TO THE PASSENGER RAIL CORRIDOR, THE PHYSICAL, ENVIRONMENTAL OR OTHER CONDITION THEREOF, ITS MERCHANTABILITY OR SUITABILITY FOR ANY USE OR PURPOSE OR ANY OTHER MATTER WHATSOEVER, MADE TO OR FURNISHED TO GRANTEE BY 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 (collectively, the "Restrictive Covenants") are hereby imposed upon and shall run with title to the Property, and shall be binding upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through Grantee:

(i) Restrictions on Use of Passenger Rail Corridor. Grantee acknowledges that the Passenger Rail Corridor has been historically used for railroad industrial operations and is being conveyed for use only for Passenger Rail Operations. Grantee, by acceptance of this Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Passenger Rail Corridor for any purpose other than Passenger Rail Operations and that the Passenger Rail Corridor will not be used for the following (collectively, the "Use Restrictions"): (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Passenger Rail Corridor by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the Passenger Rail Corridor (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human), (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits, (f) any longitudinal transportation purpose other than Passenger Rail Operations, (h) any hospital, nursing home, elder care facility, assisted living facility, or other facility offering medical care or (i) any commercial or industrial use (it being understood that the uses described in clauses (a) through (h) above shall not be considered "commercial or industrial" uses for this purpose); provided, however, that, upon securing all necessary governmental and other third party approvals, permits and licenses and assuming all environmental risks and all costs associated therewith, Grantee shall have the right (i) to use the airspace above any existing and future passenger rail stations within the Passenger Rail Corridor for residential, commercial and office purposes, (ii) to use airspace in the Railroad Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they exist from time to time in the

Railroad Corridor, to provide access to passenger rail stations, platforms and parking lots intended for the exclusive use of rail passengers and (iii) to use airspace in the Passenger Rail Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they exist from time to time in the Passenger Rail Corridor, to construct new passenger rail stations and platforms, provided, further, that any such use and any such new passenger stations and platforms shall not unreasonably interfere with freight operations and will be designed consistent with applicable law. By acceptance of this Deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Passenger Rail Corridor for human consumption or irrigation.

Notwithstanding the foregoing, in the event that Grantee desires to sell any portion of the Passenger Rail Corridor (a "Sale Parcel") to a third party intending to develop or use the Sale Parcel for any purpose that would be prohibited by the Use Restrictions, other than the Use Restriction described in clause (d) in the immediately preceding paragraph (each, a "Proposed Use"), Grantee shall provide to 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 Voluntary Cleanup Program ("VCP") of the District of Columbia Department of Energy and the Environment ("DCDEE"), as set forth in DC Code §8-633.01 et seq., (B) complete such investigations and remediation required by the DCDEE under the VCP to allow such Proposed Use, (C) obtain a Certificate of Completion (the "Certificate") from DCDEE 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 Passenger Rail Corridor (except as the same may have been released or may thereafter be released in accordance with this paragraph). In no event shall 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. Grantee, by acceptance of this Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Passenger Rail Corridor, or any portion thereof, for railroad freight service, but such restriction shall not impair Grantor's right to use the CSXT Easement for such purpose.

(iii) Noise, Light, Fume, Vibration Abatement. Grantor, its successors and assigns, by conveyance of this Deed, and Grantee, its successors and assigns, by acceptance of this Deed, each hereby covenants and agrees with the other Party that neither Party shall be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Passenger Rail Corridor and the Freight Rail Corridor or any other adjacent land(s) of Grantor or Grantee or any other company affiliated with Grantor or Grantee; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Each Party covenants not to sue the other Party, its successors or assigns for existence of the noise, light, fumes and vibrations from such Party's operations. Each Party acknowledges that the other Party's adjacent railroad operation is (or may be) a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

TRANSACTION DOCUMENTS

Transaction Documents Not Superseded. The provisions of the following documents (collectively, the "Transaction Documents") shall continue in effect after the Effective Date to the extent applicable: (i) the Comprehensive Rail Agreement dated as of _______, 2021 between Grantor and Grantee, as amended, restated or supplemented from time to time (the "Comprehensive Rail Agreement"), (ii) the Joint Operating and Maintenance Agreement dated as of the date hereof between Grantor and Grantee, as amended, restated or supplemented from time to time (the "Joint Operating and Maintenance Agreement"), (iii) the Engineering Agreement (CSXT) dated as of the date hereof between Grantor and Grantee and the Engineering Agreement (DRPT) dated as of the date hereof between Grantor and Grantee, as each may be amended, restated or supplemented from time to time (collectively, the "Engineering Agreements"), (iv) the Master Development and Construction Agreement (CSXT) dated as of the date hereof between Grantor and Grantee and the Master Development and Construction Agreement (DRPT) dated as of the date hereof between Grantor and Grantee, as each may be amended, restated or supplemented from time to time (collectively, the "Construction Agreements"), and (v) the Assignment and Assumption Agreement dated as of the date hereof between Grantor and Grantee, as amended, restated or supplemented from time to time (the "Assignment and Assumption Agreement"). By acceptance of this Deed, Grantee covenants that it, its successors, heirs, legal representatives and assigns shall abide by and shall be governed by the Comprehensive Rail Agreement and the other Transaction Documents. If there is any conflict, ambiguity or inconsistency between the provisions of this Deed and any of the Transaction Documents or among the Transaction Documents, the order of precedence shall be as stated in the Comprehensive Rail Agreement. Copies of the Joint Operating and Maintenance Agreement, the Engineering Agreements, the Construction Agreements, the Assignment and Assumption Agreement and the Comprehensive Rail Agreement are retained at the offices of Grantor and Grantee.

Joint Operating and Maintenance Agreement to Run with the Property. The Joint Operating and Maintenance Agreement is integral to the transactions contemplated by the Comprehensive Rail Agreement and the conveyance of the Property. The Joint Operating and Maintenance Agreement shall bind and be imposed upon and shall run with title to the Property, both against Grantee and Grantee's successors and assigns. While all or portions of the Joint Operating and Maintenance Agreement may not be placed of public record, any party acquiring all or any portion of the Property hereby shall take title to the Property or a portion of the Property in all respects subject to all terms and conditions of the Joint Operating and Maintenance Agreement.

MISCELLANEOUS

Power of Eminent Domain Not Affected Hereby. Nothing in this Deed shall be construed to affect, or be a waiver, in whole or in part, of any power of eminent domain provided by law, nor shall anything in this Deed be construed to affect, or be a waiver, in whole or in part, of the right to assert that eminent domain is preempted by the jurisdictional authority of the Surface Transportation Board.

Covenants and Easements in Gross. Grantee and 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 the Freight 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 the Freight 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, have caused their names to be signed hereto by their respective officers hereunto duly authorized and duly attested, and the VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION, pursuant to due authority, has caused its name to be signed hereto by its officers hereunto duly authorized.

ATTEST:_________________________
Secretary

CSX TRANSPORTATION, INC., a Virginia corporation

By:__________________________________
Print Name: Christina W. Bottomley
Print Title: Head of Real Estate

STATE OF _______________
CITY/COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2021, by Christina W. Bottomley, as Head of Real Estate of CSX Transportation, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires:________________________

[SEAL]

____
Notary Public

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION, an agency of the Commonwealth of Virginia

By:________________________________
Print Name:_________________________
Print Title: _________________________

STATE OF ______________
CITY/COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2021, by ____________________, as ________________ of Virginia Department of Rail and Public Transportation, an agency of the Commonwealth of Virginia, on behalf of the Department.

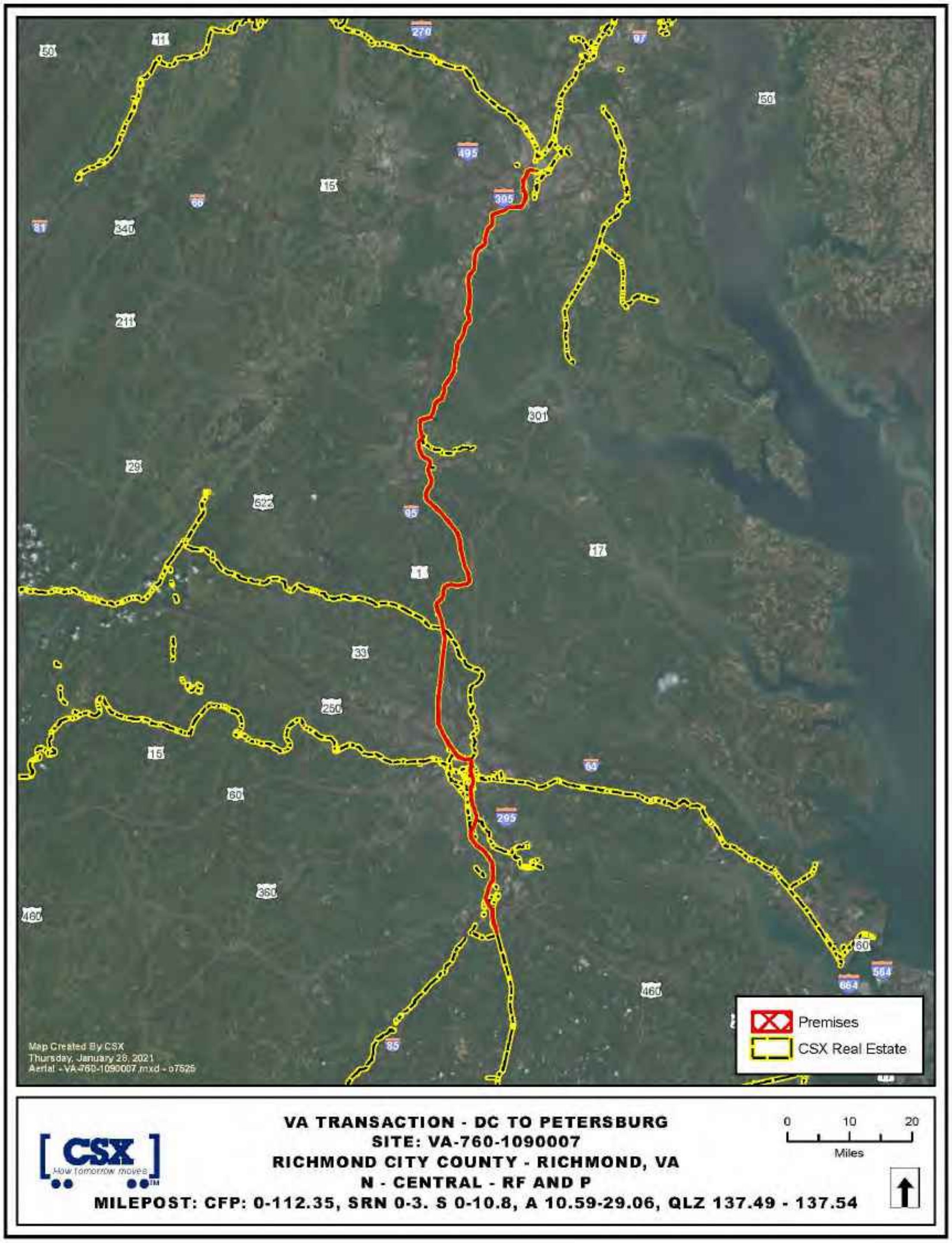
My commission expires:________________________

[SEAL] ______________________________
Notary Public

Exhibit A	Map of Rail Corridor
Exhibit B	Description of Passenger Rail Corridor
Exhibit B-1	List of Enhanced Valuation Maps
Exhibit B-2	Tracks Conveyed to Grantee
Exhibit B-3	Copies of Enhanced Valuation Maps
Exhibit C	Passenger Facilities

EXHIBIT A

MAP OF RAIL CORRIDOR



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

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
RICHMOND CITY COUNTY - RICHMOND, VA
N - CENTRAL - RF AND P
MILEPOST: CFP: 0-112.35, SRN 0-3. S 0-10.8, A 10.59-29.06, QLZ 137.49 - 137.54

EXHIBIT B

DESCRIPTION OF PASSENGER RAIL CORRIDOR

All those certain parcels of land situated in the District of Columbia, which parcels of land are shown as the shaded areas identified as "Passenger Rail Corridor to be Conveyed to DRPT" on certain of the enhanced valuation maps listed in Exhibit B-1 attached hereto (the "Enhanced Valuation Maps").

Copies of the Enhanced Valuation Maps are attached to this Deed and recorded herewith as Exhibit B-3. In addition, copies of the Enhanced Valuation Maps have been signed for identification by Grantor and Grantee and are available at their respective offices. Nothing shown on the Enhanced Valuation Maps is intended to bind Grantor with respect to the boundary lines of, or other matters related to, the Freight Rail Corridor.

EXHIBIT B-1

LIST OF ENHANCED VALUATION MAPS[2]
SEGMENT 1 – D.C.

Jurisdiction	**Enhanced Valuation Maps (Property)***	**CSXT or its predecessors' Valuation Map Numbers****	**Direction from Milepost*** (or comments in parenthesis)**
District of Columbia	EV-1 EV-2 EV-3 EV-4 EV-5 EV-284 EV-285	V47173, V47169 V47173 V47163 V47163, V47164 V28600, V47164 n/a n/a	South of QLZ 137.49 North and south of CFP 112 South of CFP 111.7 North and south of CFP 111 Between City line and CFP 111 (delineation alignment) (delineation alignment)

*EV-284 and EV-285 are delineation alignment charts for the Enhanced Valuation Maps in D.C.
**The column labeled "CSXT or its predecessors' Valuation Map Numbers" may be over-inclusive, under-inclusive or otherwise incorrect and shall have no bearing on the title transferred by this Deed.
*** References in this column to "north" or "south" refer to the overall orientation of the Rail Corridor running from its northernmost point in the District of Columbia to the state line of the Commonwealth of Virginia in the south, although the orientation of any particular portion of the Rail Corridor may vary.

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[2] Under review by CSXT.

EXHIBIT B-2

TRACKS CONVEYED TO GRANTEE

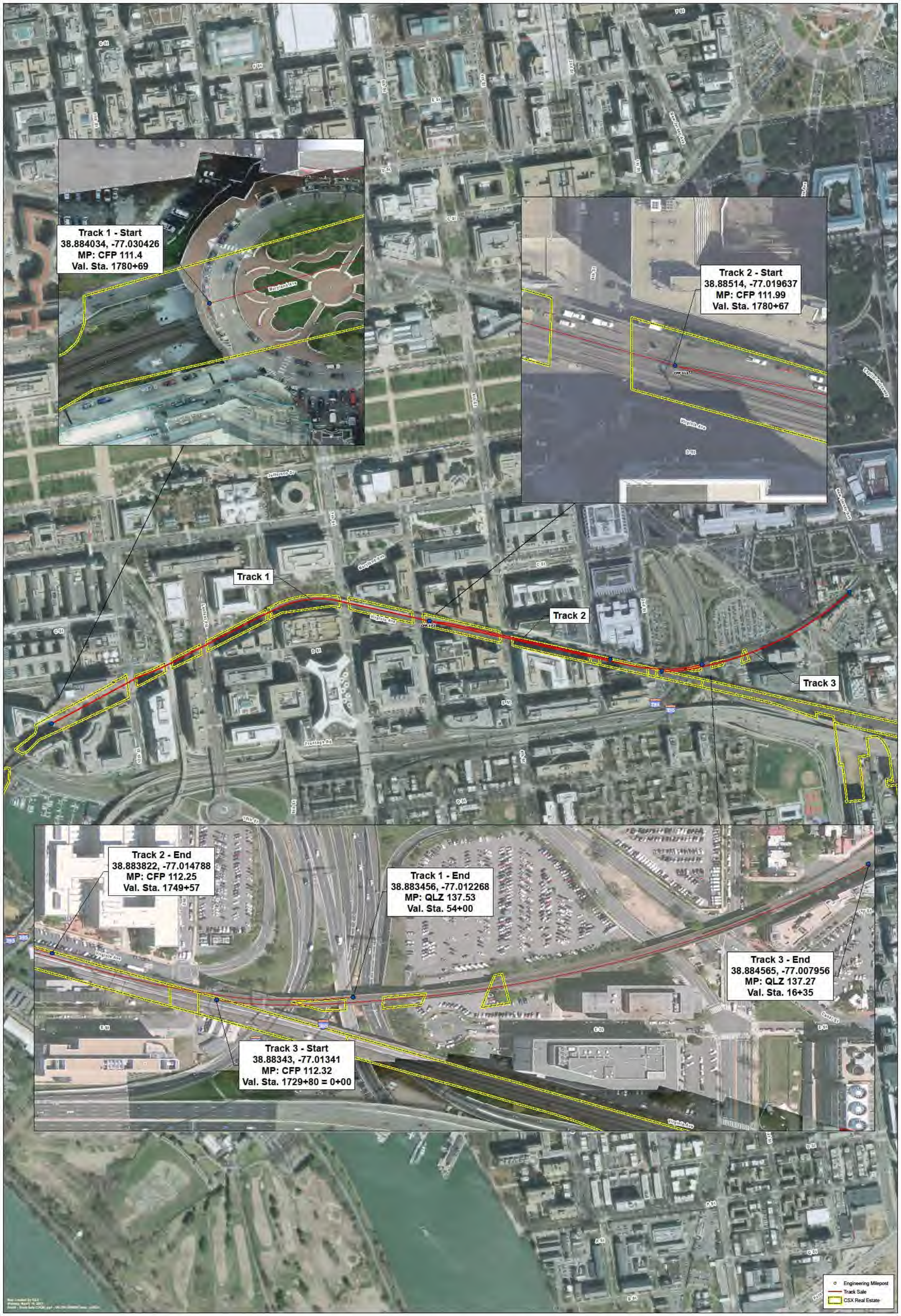
The tracks identified in red on the aerial photographs attached hereto and recorded herewith, together with associated rails, ties and ballast and together with the structures required to support the foregoing assets (but in any event excluding all signals), such tracks being located and identified on such aerial photographs as follows:

Between Mile Post CFP 111.4 and Mile Post CFP 112.4:

Track 1 – Start 38.884034, -77.030426 MP: CFP111.4 Val. Sta. 1780+69 and End 38.883456, -77.012268 MP: QLZ 137.53 Val. Sta. 54+00.

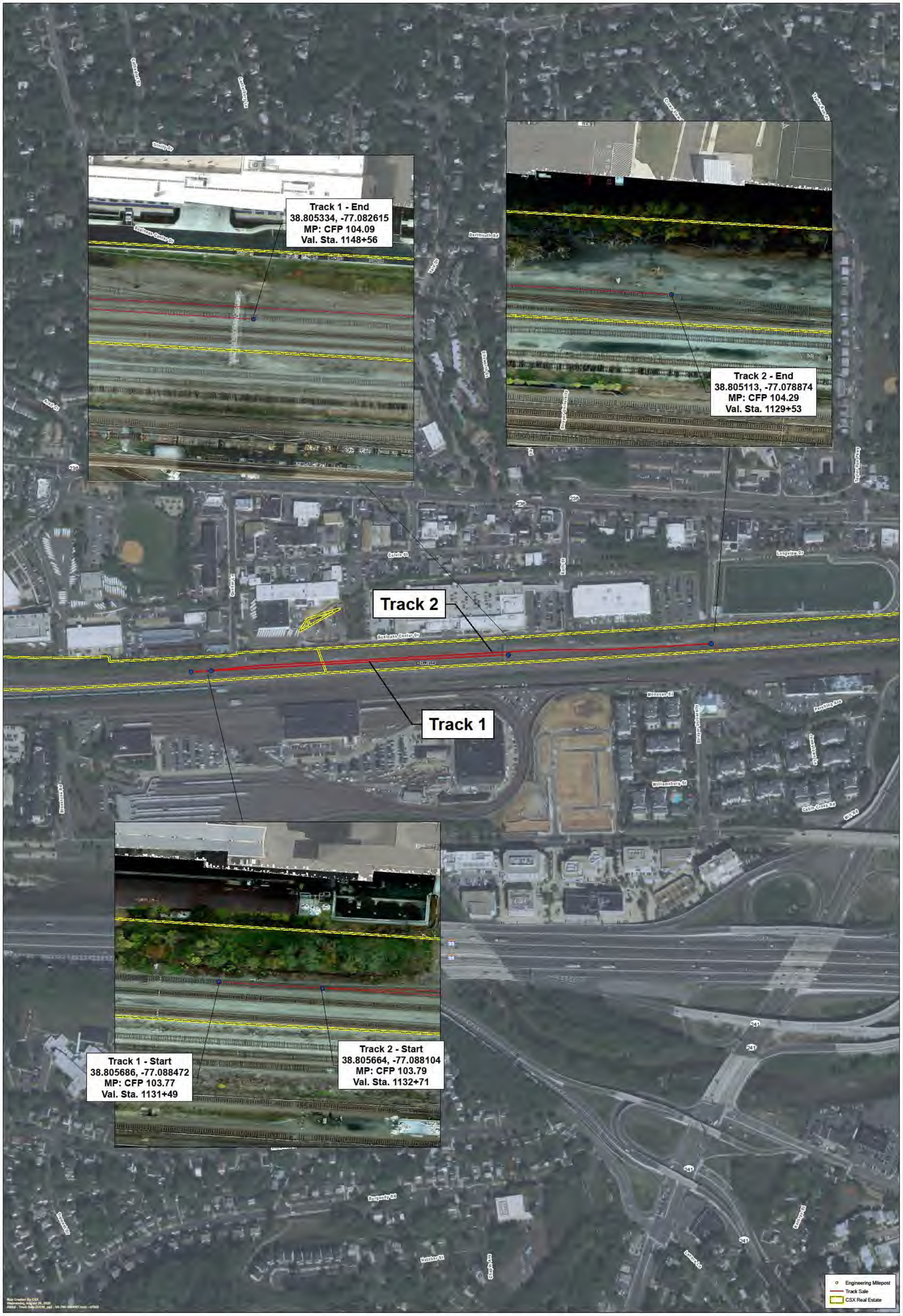
Track 2 – Start 38.88514, -77.019637 MP: CFP111.99 Val. Sta. 1780+67 and End 38.883822, -77.014788 MP: CFP 112.25 Val. Sta. 1749+57.

Track 3 – Start 38.88343, -77.01341 MP: CFP 112.32 Val. Sta. 1729+80 = 0+00 and End 38.884565, -77.007956 MP: QLZ 137.27 Val. Sta. 16+35.



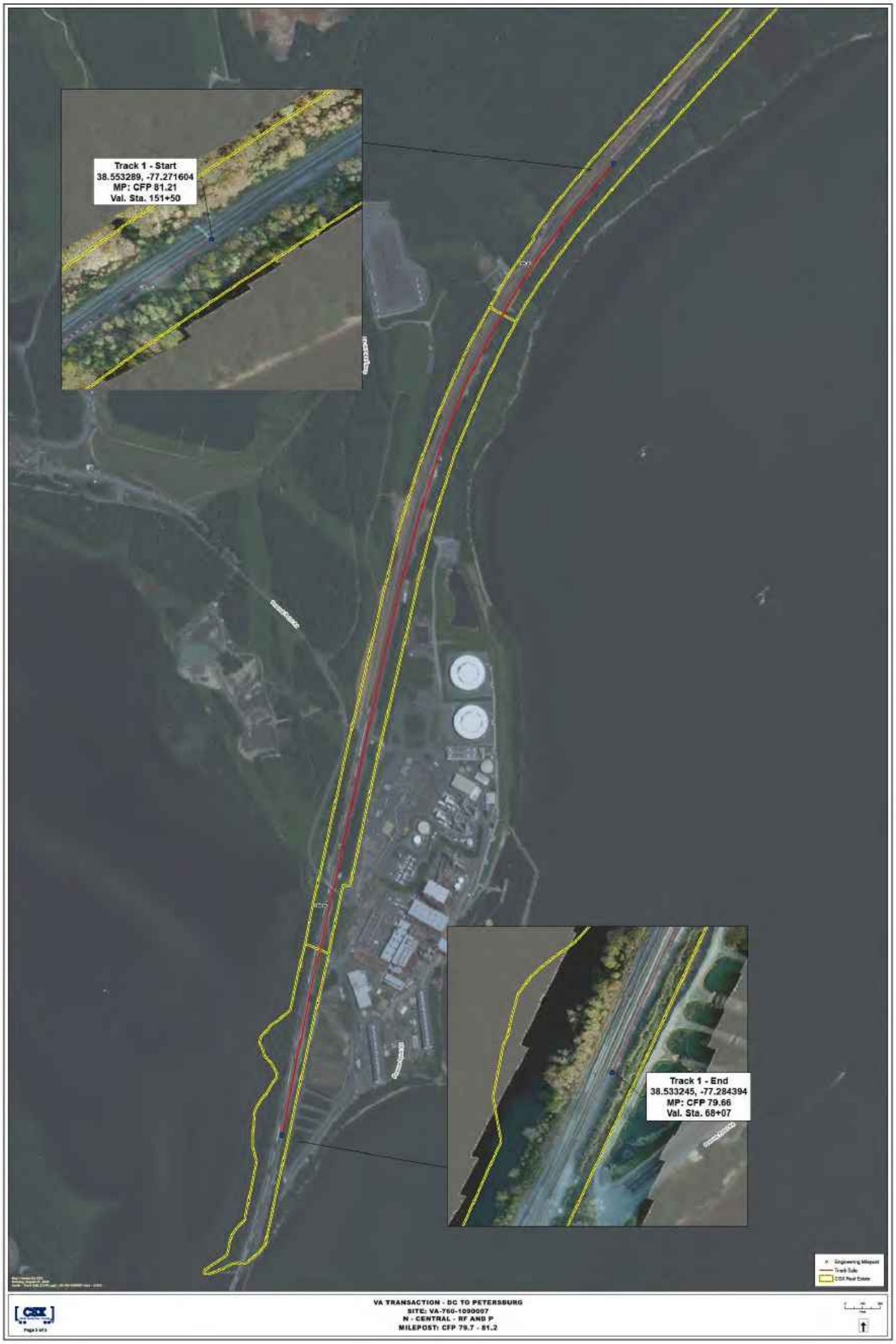
CSX
Page 1 of 5

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 111.4 - 112.4

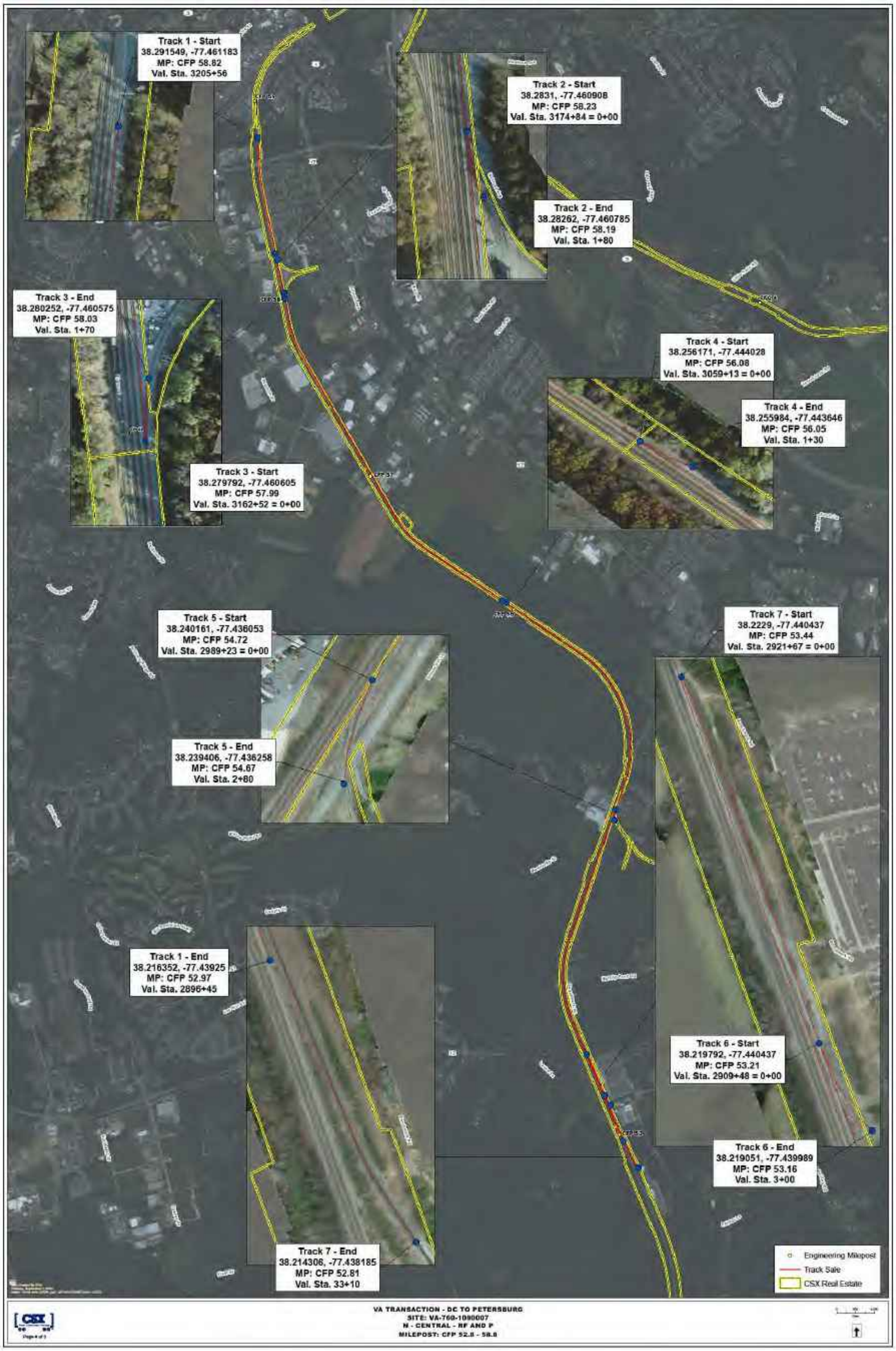


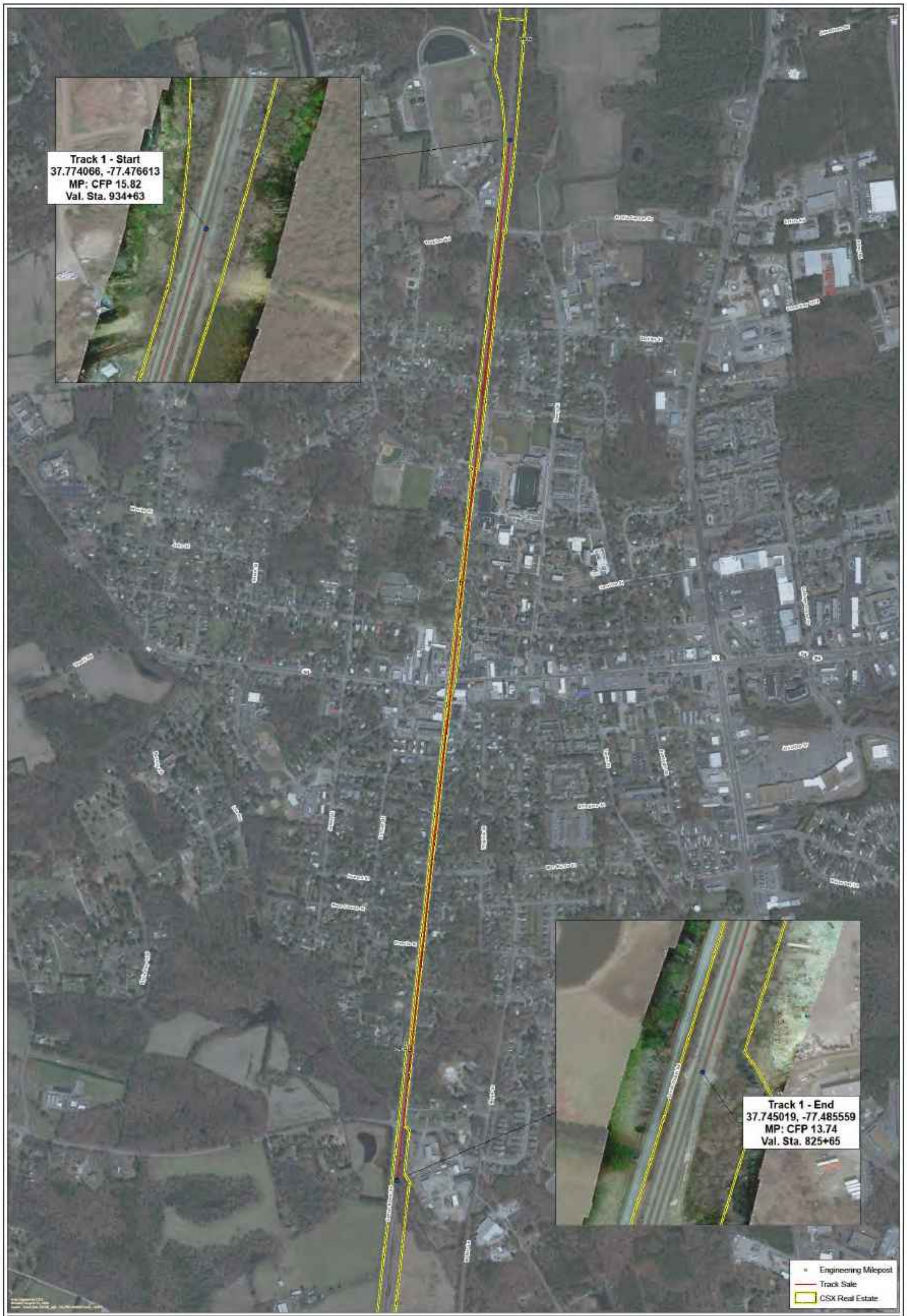
CSX How tomorrow moves
Page 2 of 5

VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 103.8 - 104.3



VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 79.7 - 81.2


Track 1 - Start
38.291549, -77.461183
MP: CFP 58.82
Val. Sta. 3205+56
Track 2 - Start
38.2831, -77.460908
MP: CFP 58.23
Val. Sta. 3174+84 = 0+00
Track 2 - End
38.28262, -77.460785
MP: CFP 58.19
Val. Sta. 1+80
Track 3 - End
38.280252, -77.460575
MP: CFP 58.03
Val. Sta. 1+70
Track 3 - Start
38.279792, -77.460605
MP: CFP 57.99
Val. Sta. 3162+52 = 0+00
Track 4 - Start
38.256171, -77.444028
MP: CFP 56.08
Val. Sta. 3059+13 = 0+00
Track 4 - End
38.255984, -77.443646
MP: CFP 56.05
Val. Sta. 1+30
Track 5 - Start
38.240161, -77.436053
MP: CFP 54.72
Val. Sta. 2989+23 = 0+00
Track 5 - End
38.239406, -77.436258
MP: CFP 54.67
Val. Sta. 2+80
Track 7 - Start
38.2229, -77.440437
MP: CFP 53.44
Val. Sta. 2921+67 = 0+00
Track 1 - End
38.216352, -77.43925
MP: CFP 52.97
Val. Sta. 2896+45
Track 6 - Start
38.219792, -77.440437
MP: CFP 53.21
Val. Sta. 2909+48 = 0+00
Track 6 - End
38.219051, -77.439989
MP: CFP 53.16
Val. Sta. 3+00
Track 7 - End
38.214306, -77.438185
MP: CFP 52.81
Val. Sta. 33+10
Engineering Milepost
Track Sale
CSX Real Estate
CSX
VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 52.8 - 58.8



VA TRANSACTION - DC TO PETERSBURG
SITE: VA-760-1090007
N - CENTRAL - RF AND P
MILEPOST: CFP 13.7 - 15.8

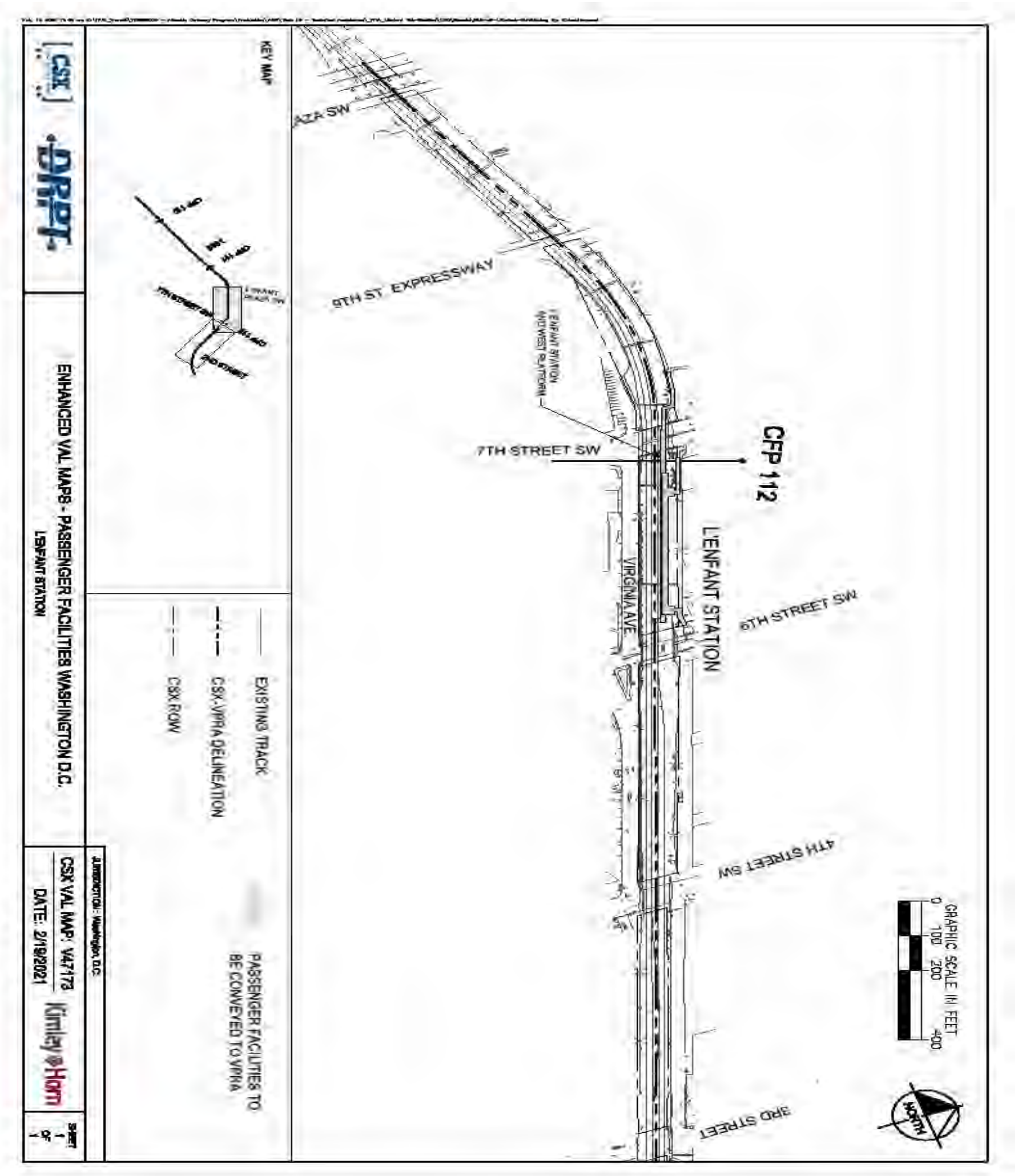
EXHIBIT B-3

COPIES OF ENHANCED VALUATION MAPS

EXHIBIT C

PASSENGER FACILITIES[3]

District of Columbia: the improvements located on the shaded area shown on Sheet S-1 attached hereto and identified thereon as "L'Enfant Station and West Platform."



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[3] Under review by CSXT.

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 [redacted] Dollars ($[redacted]) 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_, conveys 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 [redacted] U.S. DOLLARS ($[redacted]) per occupancy (the "Cap on Administrative Fees"). The Cap on Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed. Notwithstanding the foregoing, the cap on administrative fees for a longitudinal occupancy shall be [redacted] U.S. DOLLARS ($[redacted]) (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 SUBECT 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 A[1]

Tax Parcels

Jurisdiction	Tax Parcel Numbers
Dinwiddie County	
Brunswick County	
Mecklenburg County	

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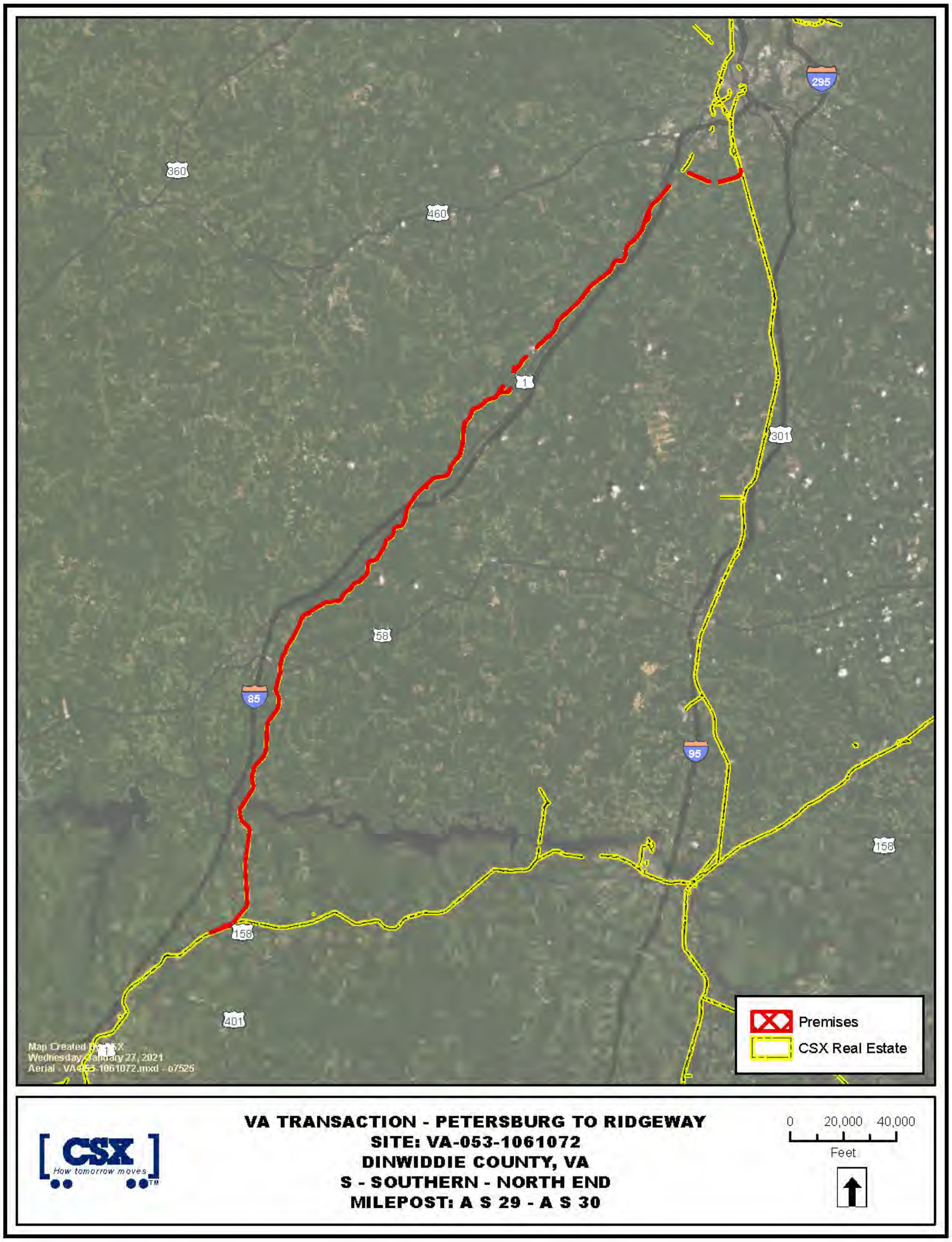
[1] If any jurisdiction does not assign tax parcel numbers to railroad rights of way, an explanatory note to the clerk will be added.

EXHIBIT B

MAP OF RAIL CORRIDOR



Map Created by CSX
Wednesday, January 27, 2021
Aerial - VA053-1061072.mxd - o7525

VA TRANSACTION - PETERSBURG TO RIDGEWAY
SITE: VA-053-1061072
DINWIDDIE COUNTY, VA
S - SOUTHERN - NORTH END
MILEPOST: A S 29 - A S 30

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]

EXHIBIT C-2A (NC)

Form of Deed for Segment 2 (NC)

DEED

Excise Tax:	
Tax Parcel ID No(s):	
Verified by _______________________ on the ___ day of ______________________, 2021	
Prepared by: McGuireWoods LLP 800 East Canal Street Richmond, Virginia 23219 Upon recordation mail/box to: Office of the Attorney General 102 North 9th Street Richmond, VA 23219 Attn: Chief, Transportation Section	
Brief description for the index:____	

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"; and **VIRGINIA PASSENGER RAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia, whose mailing address is ______________________, hereinafter called "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, Warren County, North Carolina, all as generally shown on the maps attached as Exhibit A.

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, by this Deed and in consideration of the sum of [redacted] Dollars ($[redacted]) and for other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby, effective as of 00:01 A.M. EST on ___________, 202_, conveys 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"), TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple, subject to the terms and conditions herein.

All or a portion of the Property ☐ includes or ☐ does not include the primary residence of a Grantor.

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 State of North Carolina 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 [redacted] U.S. DOLLARS ($[redacted]) per occupancy (the "Cap on Administrative Fees"). The Cap on Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed. Notwithstanding the foregoing, the cap on administrative fees for a longitudinal occupancy shall be [redacted] U.S. DOLLARS ($[redacted]) (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 SUBECT 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 North Carolina Brownfields Program ("NCBP") pursuant to the North Carolina Brownfields Property Reuse Act §130A-310.30 et seq, (B) complete such investigations and remediation required by the North Carolina Department of Environmental Quality ("NCDEQ") under the NCBP to allow such Proposed Use, (C) enter into a Brownfields Agreement (the "BFA") with NCDEQ that expressly allows such Proposed Use with the implementation of any necessary institutional controls, and (D) record in the applicable land records the Notice of Brownfields Property and a Declaration of Restrictive Covenants as required by the BFA. 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:________________________

____
Notary Public/Official Signature

[AFFIX SEAL/STAMP]

[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].

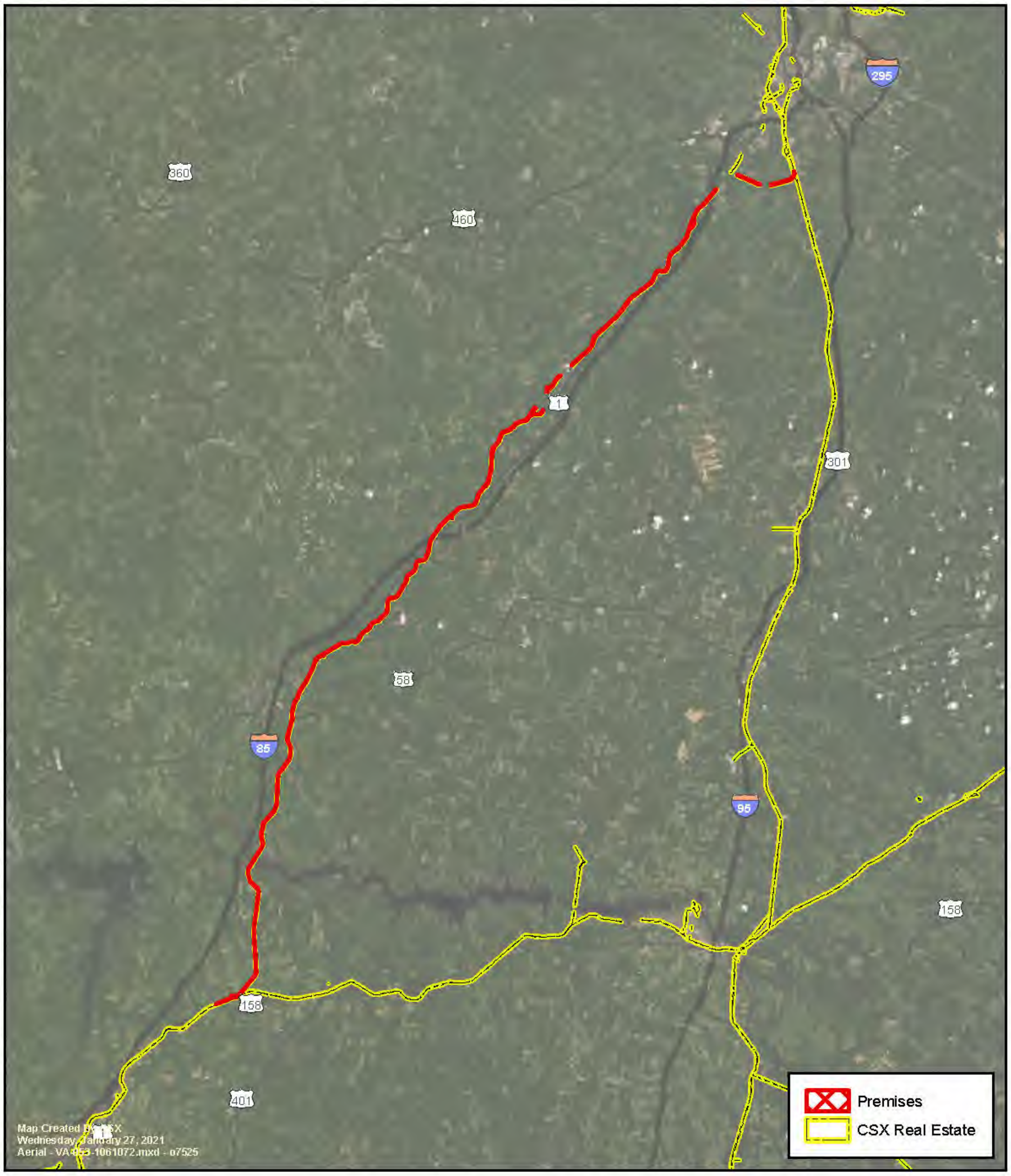
My commission expires:________________________

____
[AFFIX SEAL/STAMP] Notary Public/Official Signature

Exhibit A	Map of Rail Corridor
Exhibit B	Description of Rail Corridor

EXHIBIT A

MAP OF RAIL CORRIDOR



CSX How tomorrow moves

VA TRANSACTION - PETERSBURG TO RIDGEWAY
SITE: VA-053-1061072
DINWIDDIE COUNTY, VA
S - SOUTHERN - NORTH END
MILEPOST: A S 29 - A S 30

0 20,000 40,000
Feet

EXHIBIT B

DESCRIPTION OF RAIL CORRIDOR

All those portions of Grantor's former operating rail lines lying and being situate in Warren County, in the State of North Carolina, 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]

EXHIBIT C-3

Form of Deed for Segment 3

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. 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 __________, 202_ 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 164.22 miles of the real property and right-of-way, as well as associated property, beginning at CSXT milepost CA 111.78 at Doswell in Hanover County, Virginia and extending to CSXT milepost CA 276.0 in the Town of Clifton Forge in Allegheny County, Virginia, all as generally shown on the maps 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 [redacted] Dollars ($[redacted]) 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 ___________, 20__, conveys 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"), together with the passenger rail stations, passenger rail platforms and other passenger facilities, if any, located in the Rail Corridor and listed on Exhibit C-2 attached hereto and incorporated herein, but in each case only if Grantor's right to convey such passenger rail stations, passenger rail platforms and other passenger rail facilities is not restricted by contract or law (collectively with the Rail Corridor, 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) those parcels, rights and interests, if any, listed or shown on Exhibit D attached hereto and incorporated herein, as well as all privileges, hereditaments and appurtenances appertaining to any such parcels, rights and interests and the right to access same over, across and through the Rail Corridor, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations (as hereinafter defined);

(ii) 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

(iii) 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 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 hereinafter defined).

AMTRAK AGREEMENTS

The Property is conveyed to Grantee subject to, and there is hereby reserved unto Grantor, its successors and assigns, (a) all of Grantor's right, title, interest and obligations under or pursuant to, or otherwise arising under or by operation of law with respect to, the agreement dated June 1, 1999 between Grantor and National Railroad Passenger Corporation ("Amtrak"), as amended, restated and supplemented from time to time (the "CSXT/Amtrak Agreement"), and the Agreement for Amtrak Use of Trackage Leased from CSXT to Buckingham Branch dated December 21, 2004 by and among Buckingham Branch Railroad Company, a Virginia corporation ("BBRC"), Grantor and Amtrak, as the same may be amended, supplemented or extended from time to time (the "BBRC/Amtrak Agreement"), including (without limitation) the exclusive rights to (i) amend, supplement, extend, assign and terminate the CSXT/Amtrak Agreement and the Existing BBRC/Amtrak Agreement and to waive any provision thereof, (ii) enforce the other parties' obligations and Grantor's rights thereunder, (iii) receive all payments due to Grantor thereunder, (iv) grant any consents or approvals thereunder and (v) otherwise act thereunder to the full extent as if Grantor continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed, (b) upon and after the expiration or termination of the CSXT/Amtrak Agreement or the BBRC/Amtrak Agreement, the exclusive right to enter into an agreement with Amtrak with respect to the Rail Corridor (each, a "Future Amtrak Agreement"; the CSXT/Amtrak Agreement, BBRC/Amtrak Agreement and each Future Amtrak Agreement are referred to herein, collectively, as the "Amtrak Agreements" and each, individually, as an "Amtrak Agreement") on such terms and conditions as Grantor shall determine in its sole discretion, and (c) all of Grantor's right, title, interest and obligations under or pursuant to, or otherwise arising under or by operation of law with respect to, each Future Amtrak Agreement, including (without limitation) the exclusive rights to (i) amend, supplement, extend, assign and terminate any Future Amtrak Agreement and to waive any provision thereof, (ii) enforce the other parties' obligations and Grantor's rights thereunder, (iii) receive all payments due to Grantor thereunder, (iv) grant any consents or approvals thereunder and (v) otherwise act thereunder to the full extent as if Grantor continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed; the foregoing reservations in each case being subject to the following terms and conditions:

(i) Grantor shall comply with any and all covenants, duties and obligations of Grantor under each Amtrak Agreement, provided, however, that the foregoing shall not preclude Grantor from contesting in good faith any claim by the other parties thereunder or any other party that Grantor has not complied with the same;

(ii) No Amtrak Agreement shall impose any obligation upon Grantee, it being the intention of the parties that Grantor shall be solely responsible for all of its obligations under such Amtrak Agreement as if it continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed;

(iii) Grantee shall have no obligation to comply with any of Grantor's covenants, duties and obligations under any Amtrak Agreement, provided, however, that Grantee shall not take any action that will violate or constitute a default by Grantor under, or cause Grantor to violate or otherwise be in default under, any Amtrak Agreement;

(iv) In the event that Grantee enters into a separate agreement with Amtrak after the recording of this Deed pursuant to which Grantee provides to Amtrak substantially the same service as BBRC provides to Amtrak under the BBRC/Amtrak Agreement or as Grantor is now providing to Amtrak under the CSXT/Amtrak Agreement in connection with the railroad lines located on the Rail Corridor, then with Amtrak's consent, Grantor shall no longer have any rights or obligations (except as may be required by law) to provide services to Amtrak. Grantee reserves the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Rail Corridor; provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantor towards one another under the CSXT/Amtrak Agreement or the BBRC/Amtrak Agreement, (iii) not cause Grantor to be in violation of Grantor's obligations under the CSXT/Amtrak Agreement or the BBRC/Amtrak Agreement and (iv) be subject to Grantor's rights under the Joint Operating and Maintenance Agreement, including, without limitation, the windows of operation, maintenance and access; and

(v) For purposes of this paragraph entitled "Amtrak Agreements," except to the extent the context indicates otherwise, the term "Grantor" shall include BBRC with respect to BBRC's rights and obligations under the BBRC/Amtrak Agreement and with respect to any Future Amtrak Agreement that BBRC enters into with Amtrak.

TRACKAGE RIGHTS AGREEMENT

The Property is conveyed to Grantee subject to, and there is hereby reserved unto Grantor, its successors and assigns, all of Grantor's right, title and interest under or pursuant to, or otherwise arising under, the Trackage Rights Agreement contained in EXHIBIT "F" to the Lease Agreement of December 20, 2004 between Grantor and BBRC, as amended, restated and supplemented from time to time.

[CSXT EASEMENT

Placeholder for relocating the CSXT Easement paragraphs at the end of this deed if the BBRC Easement and BBRC Operating Agreement are not in effect on the effective date.]

[RESERVATION OF BBRC LEASE AND FUTURE FREIGHT RAIL SERVICE LEASES

Placeholder for relocating the BBRC Lease paragraphs at the end of this deed (in addition to the CSXT Easement paragraphs) if the BBRC Easement and BBRC Operating Agreement are not in effect as of the effective date and if the BBRC Lease is then in effect as to Segment 3.

OTHER RESERVATIONS BY GRANTOR

Reserving unto Grantor, its successors and assigns the following:

(i) Existing Utility Easement. A perpetual easement, hereinafter the "Existing Utility Easement," in, over, under and along those portions of the Rail Corridor encumbered by existing occupancies of every type and nature, whether recorded or not, including such occupancies for the construction, maintenance, operation, use, replacement, relocation, renewal and removal of water lines, sewer lines, natural gas lines, electric, telephone, fiber optic and other communications and data systems, and petroleum products pipelines consisting of cables, lines, pipes or facilities in, over and under the Rail Corridor and all ancillary equipment or facilities (both underground and surface), and including the right to attach same to existing bridges and other structures on the Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, (b) the right from time to time to assign the Existing Utility Easement or any interest therein and/or the rights reserved pursuant thereto, in whole or in part, (c) the right to lease, license or permit third parties to use the Existing Utility Easement and/or the rights reserved pursuant thereto, and (d) access over the 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.

(ii) Future Utility Easement. A perpetual 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 including the right to attach same to existing bridges and other structures on the Rail Corridor, and such surface rights as may be necessary to accomplish the same, together with (a) access over the Rail Corridor to reach the Future Utility Easement, (b) the right from time to time to assign the Future Utility Easement or any interest therein, and/or the rights reserved pursuant thereto, in whole or in part, and (c) the right to lease, license or to permit third parties to use the Future Utility Easement, provided that the exercise of such rights does not Unreasonably Interfere with Passenger Rail Operations;

(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 [redacted] U.S. DOLLARS ($[redacted]) per occupancy (the "Cap on Administrative Fees"). The Cap on Administrative Fees shall increase by ten percent (10%) every five (5) years following the date of this Deed. Notwithstanding the foregoing, the cap on administrative fees for a longitudinal occupancy shall be [redacted] U.S. DOLLARS ($[redacted]) (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 providing the 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.

CONVEYANCE SUBJECT TO CERTAIN RIGHTS, ENCUMBRANCES AND OTHER MATTERS

The Property is hereby conveyed subject to the following rights, encumbrances and other matters: (i) the permanent easement agreement dated as of ________ between Grantor and BBRC, recorded in the recording offices where this Deed is recorded, and the Operating Agreement dated as of ___________ between Grantor and BBRC, each as the same may be amended, supplemented or extended from time to time;[1] (ii) all other existing agreements, contracts, leases, licenses, encroachments, claims, easements, occupancies, grants, reservations, deed obligations and similar covenants, rights, title defects and other impediments, whether or not recorded and whether or not this Deed provides actual notice thereof, including any rights of Amtrak by operation of law or otherwise; (iii) all existing telecommunications facilities, public and private utilities, reservations, exceptions and restrictions whether or not of record; (iv) legally applicable building, zoning, subdivision and other federal, state, county, municipal or local laws, ordinances and regulations; (v) 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; (vi) 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; (vii) any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways; (viii) 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; (ix) 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 (x) all other matters recorded in the land records in which this Deed is recorded.

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[1] If the BBRC Easement and the BBRC Operating Agreement have been terminated or are otherwise no longer in effect as of the date of this Deed, this clause (i) will be omitted from this Deed and replaced with the following: "(i) the CSXT Easement;".

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, (ii) to use airspace in the Railroad Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they may exist from time to time in the Railroad Corridor, to provide access to passenger rail stations, platforms and parking lots intended for the exclusive use of rail passengers, (iii) to use airspace in the Rail Corridor above a horizontal plane, the elevation of which is twenty-three (23) feet above the tracks as they may exist from time to time 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 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. Grantee, by acceptance of this Deed, hereby covenants that for so long as the [BBRC Easement], by whomsoever held, continues in force and effect and until such time as it is lawfully abandoned or discontinued, Grantee, its successors, heirs, legal representatives or assigns, shall not use the Rail Corridor, or any portion thereof, for railroad freight service, but such restriction shall not impair Grantor's right to use the [BBRC Easement][2] for such purpose.

(iii) Noise, Light, Fume, Vibration Abatement. To the extent that Grantor, its successors and assigns own other land or facilities adjacent to the Rail Corridor, Grantor, its successors and assigns, by conveyance of this Deed, and Grantee, its successors and assigns, by acceptance of this Deed, each hereby covenants and agrees with the other Party that neither Party shall be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Rail Corridor and any other adjacent land(s) of Grantor or Grantee or any other company affiliated with Grantor or Grantee; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Each Party covenants not to sue the other Party, its successors or assigns for existence of the noise, light, fumes and vibrations from such Party's operations. Each Party acknowledges that the other Party's adjacent railroad operation is (or may be) a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

TRANSACTION DOCUMENTS

Transaction Documents Not Superseded. The provisions of the following documents (collectively, the "Transaction Documents") shall continue in effect after the Effective Date to the extent applicable: (i) the Comprehensive Rail Agreement dated as of _______, 2021 between Grantor and the Virginia Department of Rail and Public Transportation ("DRPT"), as amended, restated or supplemented from time to time (the "Comprehensive Rail Agreement"), (ii) the Joint Operating and Maintenance Agreement dated as of _________, 2021 between Grantor and DRPT, as amended, restated or supplemented from time to time (the "Joint Operating and Maintenance Agreement"), and (iii) the Assignment and Assumption Agreement dated as of __________, 2021 between Grantor and DRPT, as amended, restated or supplemented from time to time (the "Assignment and Assumption Agreement"). By acceptance of this Deed, Grantee covenants that it, its successors, heirs, legal representatives and assigns shall abide by and shall be governed by the Comprehensive Rail Agreement and the other Transaction Documents. If there is any conflict, ambiguity or inconsistency between the provisions of this Deed and the Transaction Documents or among the Transaction Documents, the order of precedence shall be as stated in the Comprehensive Rail Agreement. Copies of the Joint Operating and Maintenance Agreement, the Assignment and Assumption Agreement and the Comprehensive Rail Agreement are retained at the offices of Grantor and Grantee.

Joint Operating and Maintenance Agreement to Run with the Property. The Joint Operating and Maintenance Agreement is integral to the transactions contemplated by the Comprehensive Rail Agreement and the conveyance of the Property. The Joint Operating and Maintenance Agreement shall bind and be imposed upon and shall run with title to the Property, both against Grantee and Grantee's successors and assigns. While all or portions of the Joint Operating and Maintenance Agreement may not be placed of public record, any party acquiring all or any portion of the Property hereby shall take title to the Property or a portion of the Property in all respects subject to all terms and conditions of the Joint Operating and Maintenance Agreement.

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[2] Or CSXT Easement, as applicable.

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: [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 Parcels
Exhibit B	Map of Rail Corridor
Exhibit C	Description of Rail Corridor
Exhibit C-1	Passenger Rail Facilities
Exhibit D	Excluded Property
[Exhibit E	BBRC Lease][3]

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[3] Insert if the paragraphs reserving the BBRC Lease and Future Rail Service Leases are added to this Deed.

EXHIBIT A

Tax Parcels[4]

Jurisdiction[5]	Tax Parcel Numbers
Hanover County	
Louisa County	
Orange County	
Albemarle County	
City of Charlottesville	
Nelson County	
Augusta County	
City of Waynesboro	
City of Staunton	
Rockbridge County	
Bath County	
Allegheny County	

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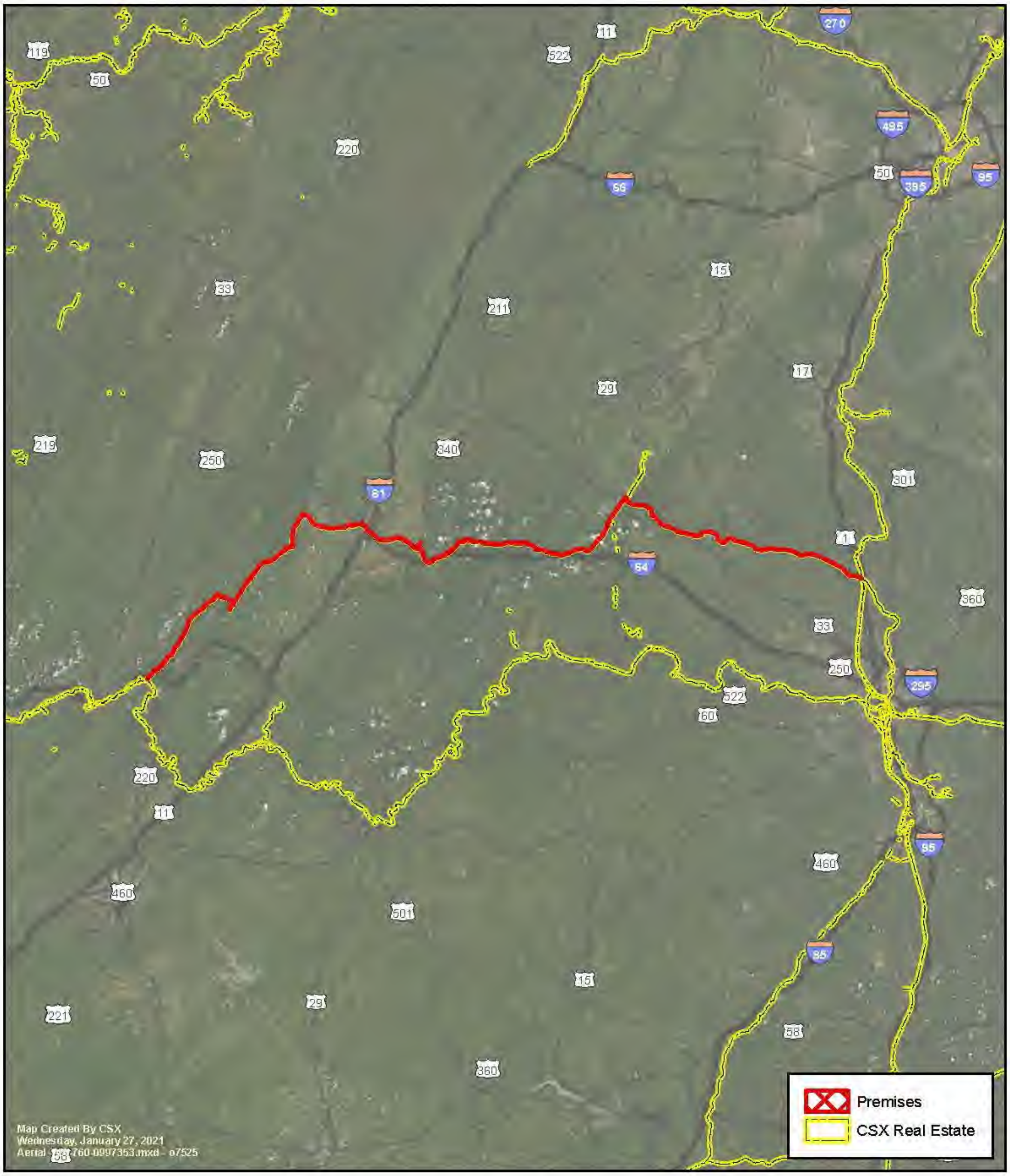
[4] If any jurisdiction does not assign tax parcel numbers to railroad rights of way, an explanatory note to the clerk will be added.

[5] Applicable jurisdictions to be confirmed.

EXHIBIT B
MAP OF RAIL CORRIDOR



VA TRANSACTION-DOSWELL TO CLIFTON FORGE
SITE: VA-760-0997353
ALBEMARLE COUNTY - RICHMOND, VA
O - OFFLINE - FOREIGN NETWORK
MILEPOST: CA 111.78 - CA 276

0 52,500 105,000
Feet

EXHIBIT C

DESCRIPTION OF RAIL CORRIDOR

All those portions of Grantor’s operating rail lines lying and being situate in Hanover County, Louisa County, Orange County, Albemarle County, the City of Charlottesville, Nelson County, Augusta County, the City of Waynesboro, the City of Staunton, Rockbridge County, Bath County and Allegheny 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]

LESS AND EXCEPT the Excluded Parcels described on Exhibit D attached hereto.

EXHIBIT C-1

PASSENGER RAIL FACILITIES

Station Location / Name	Facility	Lessee
Staunton	West Platform (partial ownership)	Amtrak

EXHIBIT D

EXCLUDED PROPERTY

PARCEL A

Those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located at Doswell in Hanover County, Virginia, shown as outlined in red on the map attached hereto as Exhibit D-1.

PARCEL B

Those certain parcels of land, together with all improvements thereon, located in Orange County, Virginia, being the railroad right of way extending from Milepost CAA 0.00 in the Town of Orange to Milepost CAA 9.02 in the Town of Gordonsville, shown as outlined in red on the map attached hereto as Exhibit D-2.

PARCEL C

That certain parcel of land, together with all improvements thereon, located in the City of Staunton, Virginia, shown as outlined in red on the map attached hereto as Exhibit D-3.

PARCEL D

The north passenger platform in the City of Charlottesville, Virginia, shown as outlined in red on the map attached hereto as Exhibit D-4.

EXHIBIT D-1

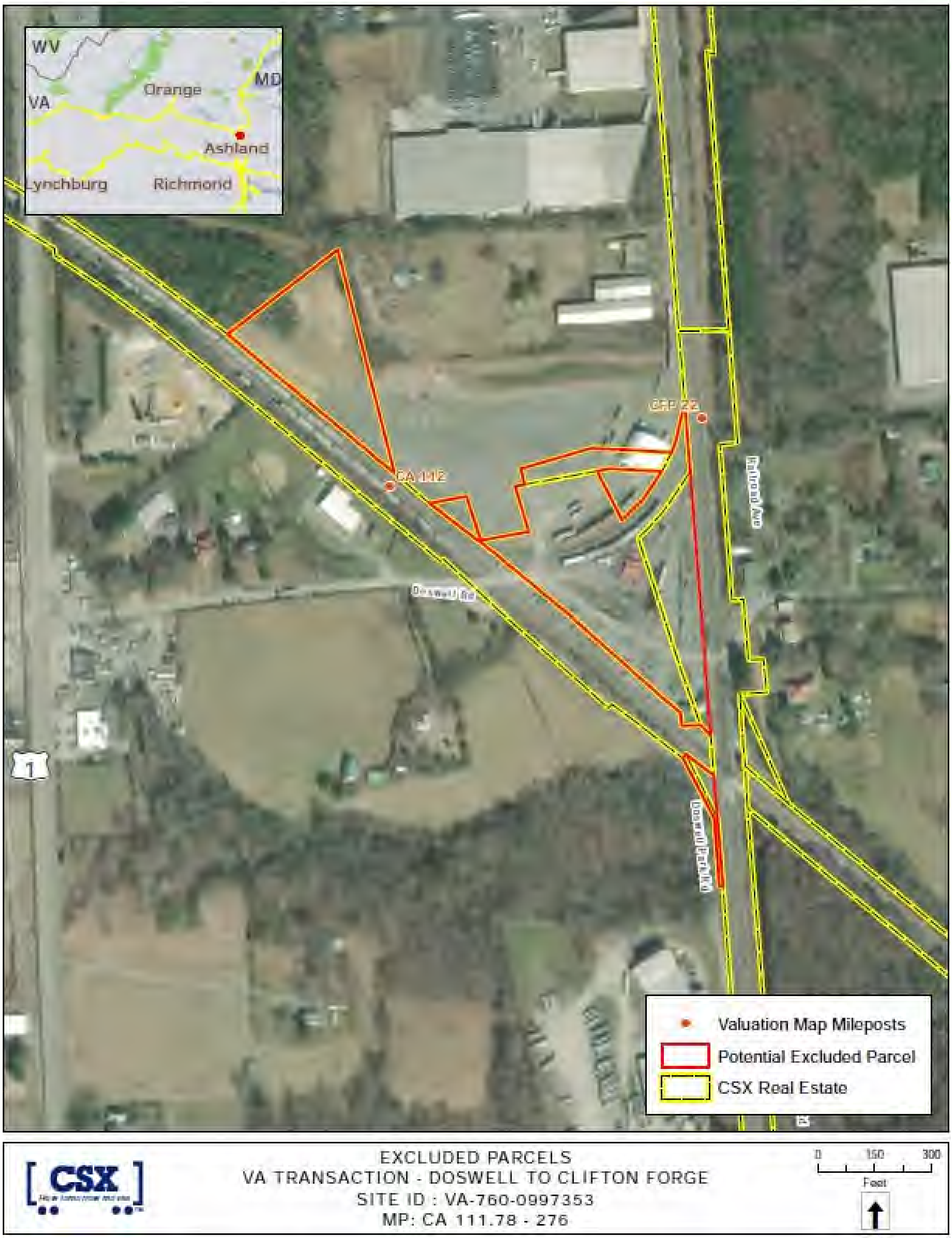
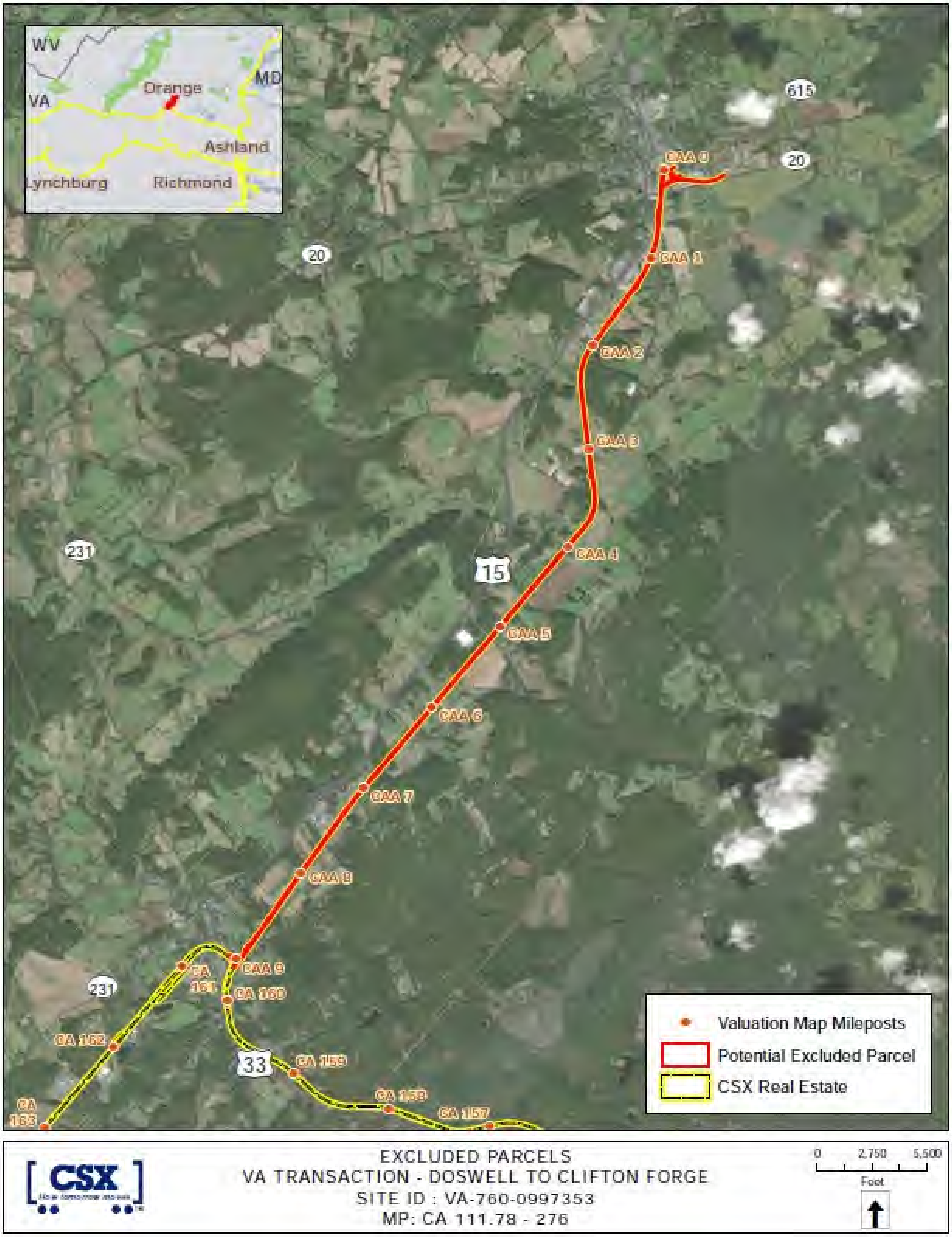
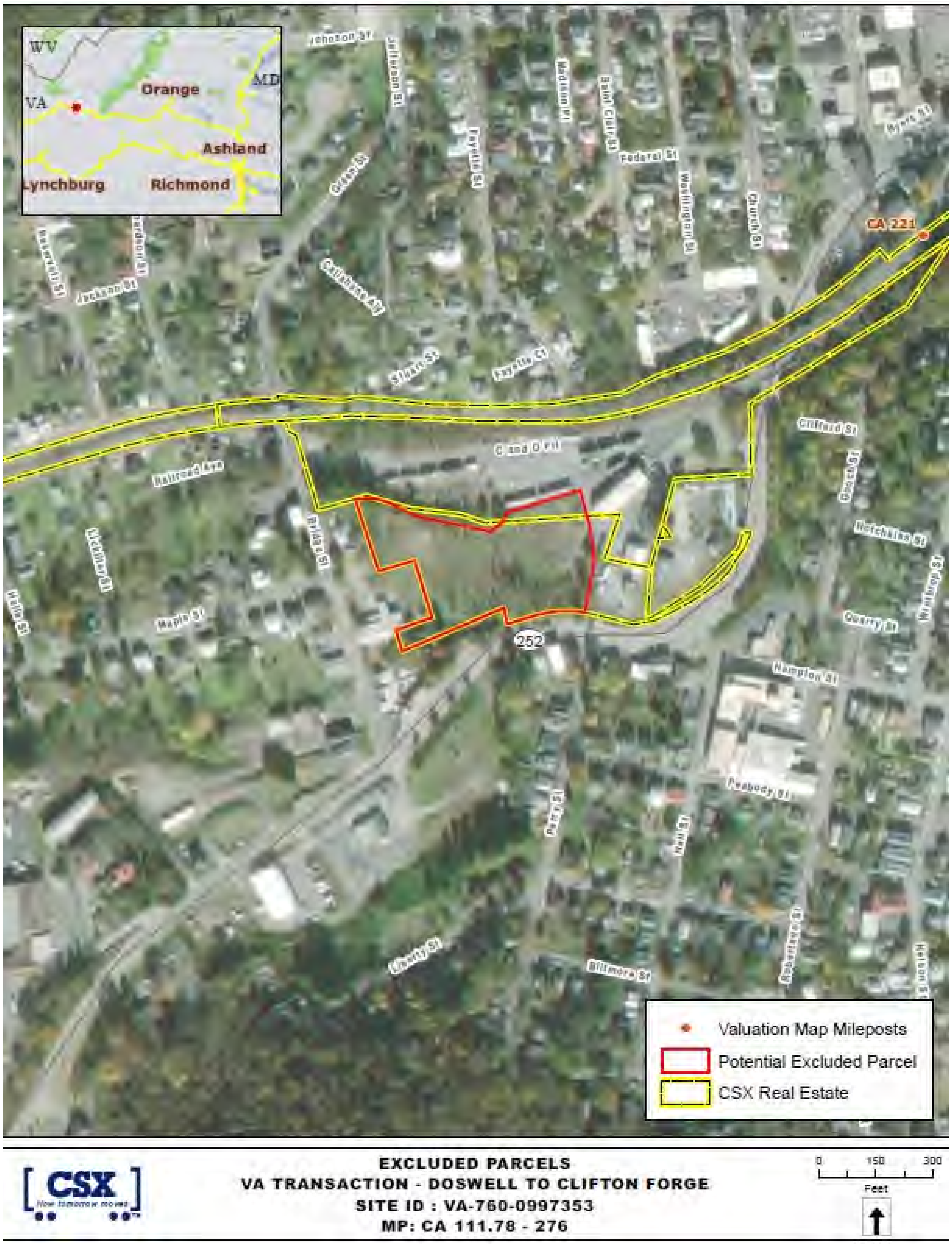

WV
MD
VA
Orange
Ashland
Lynchburg
Richmond
CFP 22
CA 112
Railroad Ave
Doswell Rd
Doswell Park Rd
1
● Valuation Map Mileposts
Potential Excluded Parcel
CSX Real Estate
CSX
EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276
0
150
300
Feet

EXHIBIT D-2



EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276

EXHIBIT D-3



EXCLUDED PARCELS
VA TRANSACTION - DOSWELL TO CLIFTON FORGE
SITE ID : VA-760-0997353
MP: CA 111.78 - 276

EXHIBIT D-4

[Aerial Map of Charlottesville North Platform]

INSERT IN LIEU OF CONVEYANCE SUBJECT TO BBRC EASEMENT AND BBRC OPERATING AGREEMENT[6]

RESERVATION OF CSXT EASEMENT

Reserving unto Grantor, its successors and assigns, an easement (the "CSXT Easement") in Perpetuity (as hereinafter defined) for Railroad Purposes (as hereinafter defined) in, over or on the Rail Corridor, including, but not limited to, the use of all Trackage (as hereinafter defined) within the Rail Corridor, subject to the following terms and conditions:

a. Amtrak. In the event that Grantee enters into a separate agreement with the National Railroad Passenger Corporation ("Amtrak") after the recording of this Deed pursuant to which Grantee provides to Amtrak substantially the same service as Grantor is now providing to Amtrak under the agreement dated June 1, 1999 between Grantor and Amtrak, as amended, restated and supplemented from time to time (the "Amtrak Agreement") in connection with the railroad lines located on the Rail Corridor, Grantor shall no longer have any rights or obligations (except as may be required by law) to use the CSXT Easement to provide any services to Amtrak. Grantee reserves the right to negotiate an agreement with Amtrak for all purposes for which Amtrak is authorized to operate in connection with the Rail Corridor; provided, however, that such agreement shall: (i) comply with all applicable laws; (ii) not alter, amend or modify the liability or indemnity obligations of Amtrak and Grantor towards one another under the Amtrak Agreement, (iii) not cause Grantor to be in violation of Grantor's obligations under the Amtrak Agreement as it applies to the Rail Corridor and (iv) be subject to the CSXT Easement and Grantor's rights under the Joint Operating and Maintenance Agreement (as hereinafter defined), including, without limitation, the windows of operation, maintenance and access.

b. Existing Freight Service Agreements. There is hereby reserved to Grantor as part of the CSXT Easement (i) the exclusive right to continue to operate or perform and to continue to exercise its rights under any and all Existing Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Existing Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Existing Freight Service Agreement.

c. Future Freight Service Agreements. There is hereby reserved to Grantor as part of the CSXT Easement (i) the exclusive right from time to time to enter into and to operate and perform its obligations and exercise its rights under Future Freight Service Agreements (as hereinafter defined) and (ii) the exclusive right from time to time to amend, supplement, extend, restate, replace and terminate any and all Future Freight Service Agreements and to relocate all activities relating thereto, it being understood that Grantee shall have no interest in or rights under any Future Freight Service Agreement.

d. Definitions of CSXT Easement Terms. The following terms shall have the respective meanings set forth below when used in this Deed with respect to the CSXT Easement, except that the term "Trackage" as defined below shall have such meaning wherever it appears in this Deed:

i. Perpetuity: Until the CSXT Easement is abandoned or terminated, as provided in the Joint Operating and Maintenance Agreement. In the event of abandonment or termination of any portion of the CSXT Easement as provided in the Joint Operating and Maintenance Agreement, such portion thereof shall automatically be extinguished.

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[6] If the BBRC Easement and the BBRC Operating Agreement are not in effect as of the date of this Deed, this provision will be inserted in the Deed in lieu of conveying the Property subject to the BBRC Easement and the BBRC Operating Agreements.

ii. Trackage: The railway tracks now or hereafter located on, in or below the Rail Corridor, and all supporting materials, facilities and structures appurtenant thereto (all rails, ties, tie plates, ballast, drainage structures), together with existing or future control devices, signals, switches, communication lines and poles necessary for the safe rail operations, whether main, spur, siding or sidetrack(s);

iii. Railroad Purposes: The exclusive right to construct and use Trackage on the Rail Corridor for the provision of Rail Freight Service, together with the right of ingress and egress over the Rail Corridor and any adjacent property owned by Grantee to and from said Trackage and facilities located within the Rail Corridor, provided, however, Grantee may use said Trackage for Passenger Rail Operations and for its own freight needs, being the transport of railroad materials, equipment, ballast, rails and the like owned by Grantee (to the extent such transport does not interfere with Grantor's use of the Rail Corridor for Rail Freight Service or for passenger operations), but not common or contract carriage of freight.

iv. Rail Freight Service: The transportation by rail of property and movable articles of every kind, character and description over the Rail Corridor, including but not limited to rail freight contract and common carrier transportation service to current and future industries, customers and facilities located along the Rail Corridor, including transloading activities and supporting activities, over the Rail Corridor, but excluding detour movements of other railroads permitted by Grantee pursuant to the Joint Operating and Maintenance Agreement.

v. Existing Freight Service Agreements: (i) The right, title and interest of Grantor in and to those agreements identified in Exhibit [__]-2 to that certain Assignment and Assumption Agreement between Grantor and Grantee dated as of as [the date of this Deed] [_______, 20__] (the "Assignment and Assumption Agreement"), to the extent such right, title and interest is not assigned to Grantee by the Assignment and Assumption Agreement, as such agreements may have been and may hereafter be amended, supplemented, restated or extended from time to time, and (ii) any and all easements, leases, licenses, occupancies and agreements identified in Exhibit 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.

vi. Future Freight Service Agreements. Any and all easements, leases, licenses, occupancies and agreements between Grantor and affiliates of Grantor or unaffiliated parties, for transloading and storage activities and for other uses related to the Rail Freight Service provided from time to time by Grantor, as the same may have been and may hereafter be amended, supplemented, restated or extended from time to time.

INSERT IN LIEU OF CONVEYANCE SUBJECT TO BBRC EASEMENT AND BBRC OPERATING AGREEMENT[7]

RESERVATION OF BBRC LEASE AND FUTURE FREIGHT RAIL SERVICE LEASES

Reserving unto Grantor, its successors and assigns (a) all of Grantor's right, title, interest and obligations as lessor or in any other capacity under or pursuant to, or otherwise arising under or by operation of law with respect to, the lease agreement with Buckingham Branch Railroad Company, a Virginia corporation ("BBRC"), and the other agreements with BBRC described in Exhibit E attached hereto and incorporated herein, as the same may be amended, supplemented or extended from time to time (collectively, the "BBRC Lease"), including (without limitation) the exclusive rights to (i) amend, supplement, extend, assign and terminate the BBRC Lease and to waive any provision thereof, provided however, that (A) such amendment, supplement, extension expiring after 2034 or assignment of the BBRC Lease shall not Unreasonably Interfere with Passenger Rail Operations, (B) such amendment, supplement or assignment of the BBRC Lease shall not grant BBRC any approval rights over passenger rail trains and (C) as specifically provided in the Joint Operating and Maintenance Agreement, and as a covenant imposed upon the Property by this Deed, (x) any additional passenger trains on the Property shall be conditioned upon Grantee's analysis of safety and necessary infrastructure, if any, (y) any infrastructure that is determined to be necessary by Grantee, acting reasonably, shall be implemented prior to such additional service, and (z) increased passenger operations on the Property shall be subject to and not unreasonably interfere with Grantor's or another party's right to satisfy their applicable common carrier obligation, (ii) enforce the lessee's obligations and the lessor's rights thereunder, (iii) receive all rents and other payments due to the lessor, (iv) grant any consents or approvals thereunder and (v) otherwise act as the lessor thereunder to the full extent as if Grantor continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed, (b) upon and after the expiration or termination of the BBRC Lease, the exclusive right, as lessor, from time to time to grant leasehold interests in the Rail Corridor and to enter into leases of the Rail Corridor, in each case for Rail Freight Service (each, a "Future Freight Rail Service Lease"; the BBRC Lease and each Future Freight Rail Service Lease are referred to herein, collectively, as the "Freight Rail Service Leases" and each, individually, as a "Freight Rail Service Lease") on such terms and conditions as Grantor shall determine in its sole discretion, provided such Freight Rail Service Lease shall be subordinate to the CSXT Easement and the terms of such Freight Rail Service Lease shall not grant to any lessee rights that are not enjoyed by Grantor under the CSXT Easement, and further provided that the terms of such Freight Rail Service Lease shall not Unreasonably Interfere with Passenger Rail Operations, and (c) all of Grantor's right, title, interest and obligations as lessor or in any other capacity under or pursuant to, or otherwise arising under or by operation of law with respect to, each Future Freight Rail Service Lease, including (without limitation) the exclusive rights to (i) amend, supplement, extend, assign and terminate any Future Freight Rail Service Lease and to waive any provision thereof, (ii) enforce the lessee's obligation and the lessor's rights thereunder, (iii) receive all rents and other payments due to the lessor, (iv) grant any consents or approvals thereunder and (v) otherwise act as the lessor thereunder to the full extent as if Grantor continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed; subject to the following terms and conditions:

(i) Grantor shall comply with any and all covenants, duties and obligations of the lessor under each Freight Rail Service Lease, provided, however, that the foregoing shall not preclude Grantor from contesting in good faith any claim by the lessee thereunder or any other party that Grantor has not complied with the same;

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[7] If the BBRC Easement and the BBRC Operating Agreement are not in effect as of the date of this Deed and the BBRC lease is then in effect, this provision (in addition to the CSXT Easement provisions) will be inserted in the Deed in lieu of conveying the Property subject to the BBRC Easement and the BBRC Operating Agreements.

(ii) No Future Freight Rail Service Lease shall impose any obligation upon Grantee as lessor or otherwise, it being the intention of the parties that Grantor shall be solely responsible for all obligations under such Future Freight Rail Service Lease as lessor or as if it continued to own the interest in the Rail Corridor that it has conveyed to Grantee by this Deed;

Grantee shall have no obligation to comply with any of Grantor's covenants, duties and obligations under any Freight Rail Service Lease. Grantor and not Grantee shall be liable for any damages, claims, or other liabilities which may be initiated by third parties, provided, however, that Grantor shall not be compelled to take any action that will violate or constitute a default by Grantor under, or cause Grantor to violate or otherwise be in default under, any Freight Rail Service Lease.

EXHIBIT C-4

Survey Requirements

1. A boundary line survey of Segment 1 with the delineation between Segment 1 and the Retained RF&P Corridor, shown as a distance from nearest track.

2. All existing tracks improvements on Segment 1 and on the Retained RF&P Corridor should be shown on the survey. Setback between tracks should also be shown.

3. All passenger facilities (stations, platforms, walkways, etc.) on Segment 1 or on the Retained RF&P Corridor should be shown on the survey. Setback from nearest track for each improvement should be shown.

4. All property owned by DRPT and located on Segment 1 or on the Retained RF&P Corridor should be shown.

5. All monuments referenced on the survey should be set with disks in concrete with rebar.

6. Monument references on the survey should be in state plane coordinates to 0.001' with the requirement tied to the centerline or baseline by right angle with coordinates on the survey control 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, DRPT 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 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 in provided in manageable survey parcels.

EXHIBIT C-5

Form of Deed of Confirmation for Rail Corridor Easement (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: 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],[1] 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 ______________________, 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,"][2] as such terms are defined in the Original Deed (all capitalized terms used in this Deed of Confirmation and not otherwise defined herein shall have the respective meanings set forth in the Original Deed);

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[1] If DRPT to VPRA assignment hasn't taken place, appropriate changes will be made to reflect conveyance to DRPT.

[2] This clause and all other 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

[**WHEREAS**, DRPT conveyed the Passenger Rail Easement and the Passenger Facilities to Grantee, among other real property interests, by Deed dated ____________________, 202__, 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 B attached hereto relating to the portion of the Passenger Rail Corridor shown thereon (the "Original Deed Valuation Maps"),[3] 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 C (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

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Facilities are 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.

[3] 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.

hereby substituted for the Original Deed Valuation Maps referenced in and recorded with the Original Deed;

(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], 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]

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 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 C-5A

Form of Deed of Confirmation for Springfield Flyover Easement

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: 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],[1] 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 ______________________, 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 "Springfield Flyover Easement" as described and defined in the Original Deed (all capitalized terms used in this Deed of

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[1] If DRPT to VPRA assignment hasn't taken place, appropriate changes will be made to reflect conveyance to DRPT.

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 ________________________, 202____, recorded in the aforesaid recording offices;]

WHEREAS, the Original Deed described the Springfield Flyover Easement by reference to the Enhanced Valuation Map described in Exhibit C attached hereto (the "Original Deed Valuation Map")[2] rather than by a current plat of survey, it being contemplated that a deed of confirmation would be executed and recorded thereafter to confirm, establish or modify the boundary lines of the Springfield Flyover Easement when the Grantee obtained a current plat 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 Springfield Flyover Easement shown on the Original Deed Valuation Map so as to conform to the boundary lines thereof shown on the plat of survey attached hereto as Exhibit D (the "Survey"), subject to all of the reservations, restrictions, terms and conditions applicable to the Springfield Flyover Easement as 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 Springfield Flyover Easement are hereby confirmed, established and (if applicable) modified to be the boundary lines thereof set forth on the Survey, which Survey is hereby substituted for the Original Deed Valuation Map referenced in and recorded with the Original Deed;

(2) to the extent that any portion of the Springfield Flyover Easement shown on the Survey lies outside the boundaries of the Springfield Flyover Easement as shown on the Original Deed Valuation Map (and therefore was not conveyed by the Original Deed), Grantors hereby convey by quitclaim unto Grantee, its successors and assigns, all of Grantors' right, title and interest, if any, in and to each such portion of the Springfield Flyover Easement shown on the Survey;

(3) to the extent that any portion of the Springfield Flyover Easement shown on the Original Deed Valuation Map is not situated within the boundaries of the Springfield Flyover Easement shown 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 Springfield Flyover Easement not shown on the Survey;

(4) this Deed of Confirmation and the foregoing provisions hereof shall not affect the conveyance by the Grantors to the Grantee of the Grantors' interest in stations, platforms and other passenger facilities or the grant by the Grantors to the Grantee of the Passenger Rail

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

Easement or the Subordinate Passenger Easement, in each case pursuant to the Original Deed; and

(5) the Grantee's right, title and interest in the Springfield Flyover Easement, 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]

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

The current business or residence address of Grantee is:

____
Address_______________________
City________________ State_______________
Zip Code ___________

(signature page to Deed of Confirmation)

Exhibit A	Tax Parcel(s)
Exhibit B	Recording Offices for Original Deed
Exhibit C	Original Deed Valuation Map
Exhibit D	Survey

EXHIBIT A

TAX PARCEL(S)

Jurisdiction	Tax Parcel(s)
Fairfax County	

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

ORIGINAL DEED VALUATION MAP

EXHIBIT D

SURVEY

EXHIBIT C-5B

Form of Deed of Confirmation for Rail Corridor Easement (DC)

Upon recordation return to:

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

DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION (this "Deed of Confirmation") 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],[1] 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, by Deed dated _________________, 2021, recorded in the District of Columbia Recorder of Deeds in Book __, Page ___ (the "Original Deed"), Grantor conveyed unto Virginia Department of Rail and Public Transportation ("DRPT") all of the Grantor's 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," as such terms are defined in the Original Deed (all capitalized terms used in this Deed of Confirmation and not otherwise defined herein shall have the respective meanings set forth in the Original Deed);

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 A 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

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[1] If DRPT to VPRA assignment hasn't taken place, appropriate changes will be made to reflect conveyance to DRPT.

[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.

Passenger Rail Easement to whatever interest (fee simple or otherwise) Grantor 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**, DRPT conveyed the Passenger Rail Easement and the Passenger Facilities to Grantee, among other real property interests, by Deed dated ______________________, 202__, recorded in the aforesaid Recorder of Deeds office;]

WHEREAS, the Original Deed described the Passenger Facilities by reference to a map attached to Exhibit C to the Original Deed, on which the Passenger Facilities were identified as "_________________" (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 B (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) Grantor 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.

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;

(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 Grantor hereby conveys by quitclaim unto Grantee, its successors and assigns, all of Grantor's 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 Rail Facilities shown on the Survey, 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 by on the Survey, Grantee hereby conveys by quitclaim unto Grantor, its 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 Grantor, its successors and assigns, all of Grantee's right, title and interest, if any, in and to each such portion of the Passenger Facilities;

(6) Grantor 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) Grantor 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 Grantor to the Grantee of the Subordinate Passenger Rail Easement 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 Rail 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 and the Restrictive Covenants.

[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: [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	List of Original Deed Valuation Maps
Exhibit B	Survey

EXHIBIT A

LIST OF ORIGINAL DEED VALUATION MAPS

EXHIBIT B

SURVEY

EXHIBIT D

Service Plan

Important Notes:

1. Certain trains have not been listed regarding future stations, run times, future service changes, etc. Please consult all notes when reviewing timetables.

2. Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume REG runtimes.

3. Long Distance train runtimes based on published Amtrak schedules.

4. Runtimes for VRE trains are based on current runtimes as outlined in the public timetables.

5. All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committee feedback.

6. Prior to and after completion of construction projects, the Performance Committee will readjust the schedules to reflect changes to infrastructure, the Performance Committee's readjustments being made in accordance with and subject to the provisions Article 12 of the Joint Operating and Maintenance Agreement.

7. The Parties will work in good faith to finalize a plan that would allow for the elimination of Phase 1 and Phase 2 deadhead movements by allowing the trains serving Main Street Station to run to Newport News in Phase 1 and building layover tracks, at DRPT's expense, in the CSXT Fulton Yard to accommodate 3 trains before Phase 2.

8. NEC slots are connected to all trains at the Acquisition Phase. As NEC schedules are developed for future phases, the Performance Committee will be responsible for ensuring train connectivity between Virginia and the NEC, the Performance Committee's actions relating to train connectivity being made in accordance with and subject to the provisions Article 12 of the Joint Operating and Maintenance Agreement.

Exhibit D - Service Plan v 6.0

Acquisition Phase Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change				AQ		AQ												
Slot Number	DH	1	3	5	6	6A	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	C	AQ	C	AQ	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	67	151	89	183	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN	NFK	NPN	LD	RNK	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM	7:20 AM	8:50 AM	10:00 AM	11:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT		|	|	|	|	|	|	|	1:08 PM	1:23 PM	2:34 PM	2:48 PM	|	3:28 PM	3:36 PM	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY		|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM	7:39 AM	9:09 AM	10:18 AM	11:19 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD			|	|	|		|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON			|	|	|		|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE			7:59 AM	9:28 AM	|		|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON			|	|	|		|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES			|	|	|		|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO			8:11 AM	9:40 AM	|		11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE			|	|	|		|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD			|	|	|		|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG			8:36 AM	10:05 AM	|		12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA			|	|	|		|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND			9:19 AM	10:48 AM	|		|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:41 AM		9:47 AM	11:08 AM	12:19 PM		1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM			11:40 AM											6:35 PM			
WILLIAMSBURG				12:33 PM									|		7:27 PM			
NEWPORT NEWS				1:08 PM									|		7:58 PM			
PETERSBURG			10:23 AM		12:54 PM		2:13 PM				5:30 PM		5:56 PM					
NORFOLK			12:01 PM		|		|				7:08 PM		|					
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Existing Train- At Acquisition train will switch from NPN to NFK- See notes 1 & 3	Activate at Acquisition- See notes 1 & 3	Existing Train	Activate at Acquisition- See notes 1 & 9	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change							AQ			AQ					
Slot Number	23	24	27	28	29	30	32	33	34	35	36	37	38	39	40
Train Type	VRE	REG	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT
Slot Activation	C	C	C	C	C	C	AQ	C	C	AQ	C	C	C	C	C
Train Number	309	171	331	311	333	93	NEW	335	313	NEW	19	315	337	85	97
Final Destination	SPY	RNK	BRN	SPY	BRN	NFK	SPY	BRN	SPY	BRN	LD	SPY	BRN	RVM	LD
UNION STATION	4:40 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM
L'ENFANT	4:48 PM	|	5:18 PM	5:28 PM	5:38 PM	|	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|
CRYSTAL CITY	4:55 PM	|	5:25 PM	5:35 PM	5:45 PM	|	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|
ALEXANDRIA	5:03 PM	5:11 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM
FRANCONIA-SPRINGFIELD	5:14 PM			5:54 PM		|	6:24 PM		6:44 PM			7:24 PM		|	|
LORTON	5:21 PM			6:01 PM		|	6:31 PM		6:51 PM			7:31 PM		|	|
WOODBRIDGE	5:29 PM			6:09 PM		6:18 PM	6:39 PM		6:59 PM			7:39 PM		7:50 PM	|
RIPPON	5:33 PM			6:13 PM		|	6:43 PM		7:03 PM			7:43 PM		|	|
POTOMAC SHORES	*5:35 PM*			*6:15 PM*		|	*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|
QUANTICO	5:45 PM			6:25 PM		6:31 PM	6:55 PM		7:15 PM			7:55 PM		8:02 PM	|
BROOKE	5:59 PM			6:39 PM		|	7:09 PM		7:29 PM			8:09 PM		|	|
LEELAND ROAD	6:08 PM			6:48 PM		|	7:18 PM		7:38 PM			8:18 PM		|	|
FREDERICKSBURG	6:16 PM			6:56 PM		7:01 PM	7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM
SPOTSYLVANIA	6:27 PM			7:07 PM		|	7:37 PM		7:57 PM			8:37 PM		|	|
ASHLAND						7:41 PM								9:10 PM	|
STAPLES MILL ROAD						8:12 PM								9:32 PM	9:44 PM
MAIN STREET														9:56 PM	
WILLIAMSBURG														10:52 PM	
NEWPORT NEWS														11:23 PM	
PETERSBURG						8:49 PM									10:18 PM
NORFOLK						10:27 PM									|
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1,2, & 7	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change											AQ								
Slot Number	46	47	48	49	51	52	53	54	55	57	59	60	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	C	C	AQ	C	C	C	C	C	C	C	C
Train number	322	300	324	302	304	98	326	306	328	308	NEW	310	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	SPY	LD	BRN	SPY	BRN	SPY	BRN	SPY	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																			
PETERSBURG						3:33 AM													
NEWPORT NEWS																			5:35 AM
WILLIAMSBURG																			5:57 AM
MAIN STREET													5:40 AM						6:50 AM
STAPLES MILL ROAD						4:32 AM							6:05 AM						7:25 AM
ASHLAND						|							6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM	5:21 AM	|		5:41 AM		6:01 AM		6:26 AM	|		7:06 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM	5:32 AM	5:29 AM		5:52 AM		6:12 AM		6:38 AM	7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM	5:39 AM	|		5:59 AM		6:19 AM		6:44 AM	|		7:24 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM	5:45 AM	|		6:05 AM		6:25 AM		6:50 AM	|		7:30 AM		8:20 AM		|
QUANTICO		|		5:43 AM	5:58 AM	|		6:18 AM		6:38 AM		7:03 AM	7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*	*6:04 AM*	|		*6:24 AM*		*6:44 AM*		*7:09 AM*	|		*7:49 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM	6:07 AM	|		6:27 AM		6:47 AM		7:12 AM	|		7:52 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM	6:13 AM	|		6:33 AM		6:53 AM		7:18 AM	7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM	6:20 AM	|		6:40 AM		7:00 AM		7:25 AM	|		8:05 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM	6:28 AM	|		6:48 AM		7:08 AM		7:33 AM	|		8:13 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:35 AM	7:45 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:29 AM	7:44 AM	7:54 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:37 AM	7:52 AM	8:02 AM	8:11 AM	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	|
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:45 AM	8:00 AM	8:10 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1

Northbound (continued)

Timing of Slot Change	AQ						AQ		AQ					
Slot Number	71	73	74	77	78	79	79A	80	82	83	84	86	88	DH
Train type	VRE	REG	REG	REG	AMT	REG	REG	VRE	REG	AMT	VRE	AMT	REG	REG
Slot Activation	AQ	C	C	C	C	C	AQ	C	AQ	C	C	C	C	AQ
Train number	NEW	84	176	94	92	80	178	336	138	50	338	90	66	85-DH
Origin	SPY	NFK	RNK	NFK	LD	LD	RNK	BRN	NFK	LD	BRN	LD	NPN	
NORFOLK		6:15 AM		9:30 AM	|				1:30 PM					
PETERSBURG		7:42 AM		10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM		
NEWPORT NEWS													4:50 PM	
WILLIAMSBURG													5:11 PM	
MAIN STREET													6:01 PM	11:05 PM
STAPLES MILL ROAD		8:25 AM		11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM	6:31 PM	11:25 PM
ASHLAND		8:39 AM		11:54 AM	|	|			3:54 PM			|	6:45 PM	
SPOTSYLVANIA	8:26 AM	|		|	|	|			|			|	|	
FREDERICKSBURG	8:37 AM	9:26 AM		12:40 PM	|	3:07 PM			4:41 PM			|	7:30 PM	
LEELAND ROAD	8:44 AM	|		|	|	|			|			|	|	
BROOKE	8:50 AM	|		|	|	|			|			|	|	
QUANTICO	9:03 AM	9:48 AM		1:01 PM	|	3:29 PM			5:03 PM			|	7:56 PM	
POTOMAC SHORES	*9:09 AM*	|		|	|				|			|	|	
RIPPON	9:12 AM	|		|	|	|			|			|	|	
WOODBRIDGE	9:18 AM	10:01 AM		1:14 PM	|	|			5:16 PM			|	8:11 PM	
LORTON	9:25 AM	|		|	|	|			|			|	|	
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|			|			|	|	
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	1:41 PM	2:04 PM	4:03 PM	4:10 PM	4:32 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	8:34 PM	
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	10:10 AM	10:51 AM	11:23 AM	2:04 PM	2:38 PM	4:29 PM	4:30 PM	4:57 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	9:03 PM	
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train- See note 1	Activate at Acquisition- See note 1	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Main Street-Staples Mill Deadhead from slot 39- See notes 2 & 8

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Saturday

FD 36544

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Exhibit B

Southbound

Timing of Slot Change						AQ	AQ							
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	145	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|			|		|
CRYSTAL CITY		|	|	|	|	|	|		|			|		|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|		|		|	|
LORTON		|	|	|				|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|		|		|	|
LEELAND ROAD		|	|	|				|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM			7:46 PM			
WILLIAMSBURG							5:48 PM		|		8:39 PM			
NEWPORT NEWS							6:18 PM		|		9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at Acquisition- See note 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10, & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1

Northbound

Timing of Slot Change									AQ		AQ				
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH	88	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ	C	C
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH	66	1078-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD		NPN	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Fr
NORFOLK				6:15 AM			|				1:46 PM				11:15 PM
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS					8:30 AM									5:05 PM	
WILLIAMSBURG					8:52 AM									5:26 PM	
MAIN STREET		6:10 AM			9:42 AM								5:59 PM	6:21 PM	
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM	6:51 PM	1:16 AM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|			4:09 PM	|		7:05 PM	
SPOTSYLVANIA	|	|		|	|		|	|			|	|		|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM			4:56 PM	|		7:50 PM	
LEELAND ROAD	|	|		|	|		|	|			|	|		|	
BROOKE	|	|		|	|		|	|			|	|		|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM			5:18 PM	|		8:16 PM	
POTOMAC SHORES	|	|		|	|		|				|	|		|	
RIPPON	|	|		|	|		|	|			|	|		|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|			5:31 PM	|		8:31 PM	
LORTON	|	|		|	|		|	|			|	|		|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|			|	|		|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|		|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|		|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Sunday

FD 36544

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Exhibit B

Southbound

Timing of Slot Change						AQ	AQ								
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	16W	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	157	147	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	NFK	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	Su	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:00 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|	|	|		|	|	|
CRYSTAL CITY		|	|	|	|	|	|		|	|	|		|	|	|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:17 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|	|		|		|	|
LORTON		|	|	|				|	|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|	4:36 PM		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|	4:50 PM		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|	|		|		|	|
LEELAND ROAD		|	|	|				|	|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|	5:12 PM		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|	5:55 PM		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM	6:25 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM				7:46 PM			
WILLIAMSBURG							5:48 PM		|			8:39 PM			
NEWPORT NEWS							6:18 PM		|			9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM	7:01 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|	8:39 PM				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train	Existing Train- See note 1	Existing Train	Activate at Acquisition- See notes 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10 & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train

Northbound

Timing of Slot Change									AQ		AQ		
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu
NORFOLK				6:15 AM			|				1:46 PM		
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM	
NEWPORT NEWS					8:30 AM								
WILLIAMSBURG					8:52 AM								
MAIN STREET		6:10 AM			9:42 AM								5:59 PM
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|		4:09 PM	|	
SPOTSYLVANIA	|	|		|	|		|	|		|	|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM		4:56 PM	|	
LEELAND ROAD	|	|		|	|		|	|		|	|	
BROOKE	|	|		|	|		|	|		|	|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM		5:18 PM	|	
POTOMAC SHORES	|	|		|	|		|				|	|	
RIPPON	|	|		|	|		|	|		|	|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|		5:31 PM	|	
LORTON	|	|		|	|		|	|		|	|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|		|	|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change				P1		AQ	AQ													
Slot Number	DH	1	DH	2	3	4	5	6	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	REG	REG	REG	AMT	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	P1	P1	C	AQ	AQ	C	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	NEW-DH	NEW	67	NEW	151	89	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN		NFK	NPN	RNK	NPN	LD	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM		6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT		|		|	|	|	|	|	|	|	1:08 PM	1:23 PM	|	2:48 PM	|	3:28 PM	|	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY		|		|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM		7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD				|	|		|	|	|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON				|	|		|	|	|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE				7:26 AM	7:56 AM		9:28 AM	|	|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON				|	|		|	|	|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES				|	|		|	|	|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO				7:38 AM	8:08 AM		9:40 AM	|	11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE				|	|		|	|	|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD				|	|		|	|	|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG				8:02 AM	8:30 AM		10:05 AM	|	12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA				|	|		|	|	|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND				8:45 AM	9:13 AM		10:48 AM	|	|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:41 AM		8:11 AM	9:07 AM	9:39 AM		11:08 AM	12:19 PM	1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM		8:31 AM		10:08 AM		11:37 AM										6:35 PM			
WILLIAMSBURG				|	11:00 AM		12:29 PM								|		7:27 PM			
NEWPORT NEWS				|	11:31 AM		1:00 PM								|		7:58 PM			
PETERSBURG				9:49 AM				12:54 PM	2:13 PM				5:30 PM		5:56 PM					
NORFOLK				11:33 AM				|	|				7:08 PM		|					
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Staples Mill-Main Street Deadhead for slot 75	Activate at Phase 1- See notes 1 & 6	At completion of Phase 1 train will return to NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At completion of Phase 2, train terminates at RVM- See notes 1 & 3	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1					P1	AQ			AQ						P1	P1	P1	P1
Slot Number	22	23	24	25	27	28	29	30	31	32	33	34	35	36	37	38	39	40	*41*	42	43	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	VRE
Slot Activation	P1	C	C	P1	C	C	C	C	P1	AQ	C	C	AQ	C	C	C	C	C	*P1*	P1	P1	P1
Train Number	NEW	309	171	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	*NEW*	129	NEW	NEW
Final Destination	SPY	SPY	RNK	BRN	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:18 PM	5:28 PM	5:38 PM	|	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|	*8:08 PM*	|	9:58 PM	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:25 PM	5:35 PM	5:45 PM	|	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|	*8:15 PM*	|	10:05 PM	10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM				5:54 PM		|		6:24 PM		6:44 PM			7:24 PM		|	|	*8:34 PM*	|		10:54 PM
LORTON	5:01 PM	5:21 PM				6:01 PM		|		6:31 PM		6:51 PM			7:31 PM		|	|	*8:41 PM*	|		11:01 PM
WOODBRIDGE	5:09 PM	5:29 PM				6:09 PM		6:18 PM		6:39 PM		6:59 PM			7:39 PM		7:50 PM	|	*8:49 PM*	9:27 PM		11:09 PM
RIPPON	5:13 PM	5:33 PM				6:13 PM		|		6:43 PM		7:03 PM			7:43 PM		|	|	*8:53 PM*	|		11:13 PM
POTOMAC SHORES	*5:15 PM*	*5:35 PM*				*6:15 PM*		|		*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|	*8:55 PM*	|		*11:15 PM*
QUANTICO	5:25 PM	5:45 PM				6:25 PM		6:31 PM		6:55 PM		7:15 PM			7:55 PM		8:02 PM	|	*9:05 PM*	9:39 PM		11:25 PM
BROOKE	5:39 PM	5:59 PM				6:39 PM		|		7:09 PM		7:29 PM			8:09 PM		|	|	*9:19 PM*	|		11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM				6:48 PM		|		7:18 PM		7:38 PM			8:18 PM		|	|	*9:28 PM*	|		11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM				6:56 PM		7:01 PM		7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:56 PM
SPOTSYLVANIA	6:07 PM	6:27 PM				7:07 PM		|		7:37 PM		7:57 PM			8:37 PM		|	|	*9:47 PM*	|		12:07 AM
ASHLAND								7:41 PM									9:10 PM	|		10:47 PM		
STAPLES MILL ROAD								8:12 PM									9:32 PM	9:44 PM		11:07 PM		
MAIN STREET																	9:56 PM			11:36 PM		
WILLIAMSBURG																	10:52 PM					
NEWPORT NEWS																	11:23 PM					
PETERSBURG								8:49 PM										10:18 PM				
NORFOLK								10:27 PM										|			
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Exhibit B

Northbound

Timing of Slot Change					P1						P1		P1	AQ		P1							
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	C	C	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																							
PETERSBURG							3:33 AM																
NEWPORT NEWS																							5:35 AM
WILLIAMSBURG																							5:57 AM
MAIN STREET																	5:40 AM						6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM						7:25 AM
ASHLAND							|										6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|		7:06 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|		7:24 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|		7:30 AM		8:20 AM		
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|		*7:49 AM*		*8:39 AM*		
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|		7:52 AM		8:42 AM		
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|		8:05 AM		8:55 AM		
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|		8:13 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:05 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:14 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:22 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See Note 1

Northbound (continued)

Timing of Slot Change	AQ			P1	P1					P1	AQ				P1		AQ	
Slot Number	71	73	74	75	76	77	78	79	80	81	82	83	84	86	*87*	88	89	DH
Train type	VRE	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	AMT	*VRE*	REG	REG	REG
Slot Activation	AQ	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	C	*P1*	C	AQ	P1
Train number	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	90	*NEW*	66	NEW	129-DH
Origin	SPY	NFK	RNK	NPN	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	LD	*BRN*	NPN	RNK	
NORFOLK		6:15 AM				9:30 AM	|				1:30 PM							
PETERSBURG		7:42 AM				10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM				
NEWPORT NEWS				7:50 AM	8:15 AM											4:50 PM		
WILLIAMSBURG				8:12 AM	8:37 AM											5:11 PM		
MAIN STREET				9:02 AM	9:30 AM											6:01 PM		12:05 AM
STAPLES MILL ROAD		8:25 AM		9:26 AM	10:05 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM		6:31 PM		12:25 AM
ASHLAND		8:39 AM		9:40 AM	10:18 AM	11:54 AM	|	|			3:54 PM			|		6:45 PM		
SPOTSYLVANIA	8:26 AM	|		|	|	|	|	|		4:06 PM	|			|		|		
FREDERICKSBURG	8:37 AM	9:26 AM		10:23 AM	11:05 AM	12:40 PM	|	3:07 PM		4:17 PM	4:41 PM			|		7:30 PM		
LEELAND ROAD	8:44 AM	|		|	|	|	|	|		4:24 PM	|			|		|		
BROOKE	8:50 AM	|		|	|	|	|	|		4:30 PM	|			|		|		
QUANTICO	9:03 AM	9:48 AM		10:43 AM	11:27 AM	1:01 PM	|	3:29 PM		4:43 PM	5:03 PM			|		7:56 PM		
POTOMAC SHORES	*9:09 AM*	|		|	|	|	|			|	|			|		|		
RIPPON	9:12 AM	|		|	|	|	|	|		|	|			|		|		
WOODBRIDGE	9:18 AM	10:01 AM		10:57 AM	11:41 AM	1:14 PM	|	|		4:58 PM	5:16 PM			|		8:11 PM		
LORTON	9:25 AM	|		|	|	|	|	|		|	|			|		|		
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|	|	|		5:13 PM	|			|		|		
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	11:21 AM	12:07 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM	
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	5:34 PM	|	|	|	|	7:54 PM	|	|	
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	|	8:02 PM	|	|	
UNION STATION	10:10 AM	10:51 AM	11:23 AM	11:44 AM	12:39 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM	
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Activate at completion of Phase 1- See notes 1,3, & 6	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Activate at Acquisition- See note 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See notes 1 & 4	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 42

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
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General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
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General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekends

Southbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change		AQ		AQ								P1	P1			P1	P1	P1	P1				P1	P1
Slot Number	DH	2	3W	4	DH	6	8	9	11W	16	17W	21	22	23W	24W	27	28	33	34	36	37W	40	41W	42W
Train Type	REG	REG	REG	REG	REG	AMT	AMT	AMT	REG	AMT	REG	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG
Slot Activation	AQ	AQ	C	AQ	P1	C	C	C	C	C	C	P1	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1
Train Number	164-DH	NEW	65	NEW	126/146-DH	89	79	51	195	91	157	329	NEW	145-147	99	331	311	335	313	19	87	97	163/189	149/159
Final Destination		NFK	NPN	RNK		LD	NC	LD	NPN	LD	NFK	BRN	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM
Days of Operation	SaSu	Daily	SaSu	Daily	SaSu	Daily	Daily	Daily	SaSu	Daily	Su	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu
UNION STATION		6:50 AM	7:00 AM	8:40 AM		10:00 AM	11:08 AM	11:15 AM	2:50 PM	3:10 PM	4:00 PM	4:10 PM	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM
L'ENFANT		|	|	|		|	|	|		|		4:18 PM	4:28 PM			5:18 PM	5:28 PM	6:08 PM	6:18 PM	|		|		
CRYSTAL CITY		|	|	|		|	|	|		|		4:25 PM	4:35 PM			5:25 PM	5:35 PM	6:15 PM	6:25 PM	|		|		
ALEXANDRIA		7:08 AM	7:19 AM	8:59 AM		10:18 AM	11:26 AM	11:31 AM	3:07 PM	3:28 PM	4:17 PM	4:33 PM	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM
FRANCONIA-SPRINGFIELD		|	|			|	|		|	|	|		4:54 PM		|		5:54 PM		6:44 PM		|	|		
LORTON		|	|			|	|		|	|	|		5:01 PM		|		6:01 PM		6:51 PM		|	|		
WOODBRIDGE		7:26 AM	7:39 AM			|	|		3:25 PM	|	4:36 PM		5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM	|	8:30 PM	9:37 PM
RIPPON		|	|			|	|		|	|	|		5:13 PM		|		6:13 PM		7:03 PM		|	|		
POTOMAC SHORES		|				|	|		|	|	|		*5:15 PM*		|		*6:15 PM*		*7:05 PM*		|	|		
QUANTICO		7:38 AM	7:51 AM			|	11:56 AM		3:38 PM	|	4:50 PM		5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM	|	8:42 PM	9:49 PM
BROOKE		|	|			|	|		|	|	|		5:39 PM		|		6:39 PM		7:29 PM		|	|		
LEELAND ROAD		|				|	|		|	|	|		5:48 PM		|		6:48 PM		7:38 PM		|	|		
FREDERICKSBURG		8:02 AM	8:16 AM			|	12:19 PM		4:03 PM	|	5:12 PM		5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM
SPOTSYLVANIA		|	|			|	|		|	|	|		6:07 PM		|		7:07 PM		7:57 PM		|	|		
ASHLAND		8:45 AM	8:59 AM			|	|		4:46 PM	|	5:55 PM				6:56 PM						8:56 PM	|	9:50 PM	10:57 PM
STAPLES MILL ROAD	5:30 AM	9:07 AM	9:27 AM		11:57 AM	12:19 PM	1:36 PM		5:08 PM	5:22 PM	6:25 PM				7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM
MAIN STREET	5:50 AM		9:59 AM		12:17 PM				5:39 PM						7:46 PM								10:41 PM	11:46 PM
WILLIAMSBURG		|	10:52 AM						6:31 PM	|					8:39 PM								11:33 PM	
NEWPORT NEWS		|	11:27 AM						7:02 PM	|					9:12 PM								12:04 AM	
PETERSBURG		9:49 AM				12:54 PM	2:13 PM			5:56 PM	7:01 PM										10:00 PM	10:18 PM		
NORFOLK		11:33 AM				|	|			|	8:39 PM										11:38 PM	|		
Notes	Staples Mill-Main Street Deadhead for slot 66W	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See note 1 & 6	Staples Mill-Main Street Deadhead for slot 79W	Existing Train	Existing Train- See note 1	Existing Train	Extend to NPN upon completion of Phase 1- See note 1	Existing Train	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1			AQ				AQ		
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W	79	83	84W	86	DH	88	89	DH	DH
Train Type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1	C	C	AQ	C	AQ	C	AQ	C	P1
Train Number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194/96	156	92	126/146	80	50	124	90	195-DH	66	NEW	1078-DH	149/159-DH
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM	LD	LD	NFK	LD		NPN	RNK		
Days of Operation	Daily	Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	SaSu	Sa	Daily	Fr	SaSu
NORFOLK											6:15 AM				|				1:46 PM					11:15 PM	
PETERSBURG	3:33 AM										7:42 AM				11:28 AM		1:11 PM		3:13 PM	4:20 PM				12:40 AM	
NEWPORT NEWS												7:50 AM	8:30 AM									5:05 PM			
WILLIAMSBURG												8:12 AM	8:52 AM									5:26 PM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM					5:59 PM	6:21 PM			12:06 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM	2:11 PM		3:54 PM	5:14 PM	6:19 PM	6:51 PM		1:16 AM	12:26 PM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM		|	1:26 PM	|		4:09 PM	|		7:05 PM			
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|	|	|		|		|		|	|		|			
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM		|	2:13 PM	3:07 PM		4:56 PM	|		7:50 PM			
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|	|	|		|		|		|	|		|			
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|	|	|		|		|		|	|		|			
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM		|	2:35 PM	3:29 PM		5:18 PM	|		8:16 PM			
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|	|	|		|				|	|		|			
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|	|	|		|		|		|	|		|			
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM		|	2:49 PM	|		5:31 PM	|		8:31 PM			
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|	|	|		|		|		|	|		|			
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|	|	|		|		|		|	|		|			
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM	4:03 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	9:29 PM		
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|		|	|	|	|	|	|	|	|		|			
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|		|	|	|	|	|	|	|	|		|			
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:51 AM	11:44 AM	12:42 PM	1:37 PM	2:38 PM	3:40 PM	4:29 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	10:00 PM		
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Existing Train	Main Street-Staples Mill Deadhead from slot 42W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change					P1		AQ	AQ		P2						P2	P2								
Slot Number	DH	DH	1	DH	2	3	4	5	6	7	8	9	10	11	DH	12	13	14	15	16	17	18	19	20	21
Train Type	REG	REG	VRE	REG	REG	REG	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	REG	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	P2	C	P1	P1	C	AQ	AQ	C	P2	C	C	C	C	P2	P2	P2	C	C	C	C	C	C	C	C
Train Number	86-DH	174-DH	321	NEW-DH	NEW	67	NEW	151	89	111	79	51	301	325	186-DH	141	NEW	95	303	91	327	125	305	307	329
Final Destination			BRN		NFK	NPN	RNK	RVM	LD	RVM	LD	LD	SPY	BRN		RVM	SPY	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION			6:35 AM		6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM		1:50 PM	2:05 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT			|		|	|	|	|	|	|	|	|	1:08 PM	1:23 PM		|	2:13 PM	|	2:48 PM		3:28 PM		3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY			|		|	|	|	|	|	|	|	|	1:15 PM	1:30 PM		|	2:20 PM	|	2:55 PM		3:35 PM		3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA			6:52 AM		7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM		2:09 PM	2:28 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD					|	|		|	|	|	|		1:34 PM			|	2:39 PM	|	3:14 PM				4:14 PM	4:34 PM	
LORTON					|	|		|	|	|	|		1:41 PM			|	2:46 PM	|	3:21 PM				4:21 PM	4:41 PM	
WOODBRIDGE					7:26 AM	7:56 AM		9:28 AM	|	11:01 AM	|		1:49 PM			2:27 PM	2:54 PM	3:07 PM	3:29 PM			4:08 PM	4:29 PM	4:49 PM	
RIPPON					|	|		|	|	|	|		1:53 PM			|	3:00 PM	|	3:33 PM				4:33 PM	4:53 PM	
POTOMAC SHORES					|	|		|	|	|	|		*1:55 PM*			|		|	*3:35 PM*				*4:35 PM*	*4:55 PM*	
QUANTICO					7:38 AM	8:08 AM		9:40 AM	|	11:13 AM	11:56 AM		2:05 PM			2:39 PM	3:10 PM	3:19 PM	3:45 PM			4:22 PM	4:45 PM	5:05 PM	
BROOKE					|	|		|	|	|	|		2:19 PM			|	3:24 PM	|	3:59 PM				4:59 PM	5:19 PM	
LEELAND ROAD					|	|		|	|	|	|		2:28 PM			|	3:33 PM	|	4:08 PM				5:08 PM	5:28 PM	
FREDERICKSBURG					8:02 AM	8:30 AM		10:05 AM	|	11:38 AM	12:19 PM		2:36 PM			3:04 PM	3:41 PM	3:43 PM	4:16 PM			4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA					|	|		|	|	|	|		2:47 PM			|	3:52 PM	|	4:27 PM				5:27 PM	5:47 PM	
ASHLAND					8:45 AM	9:13 AM		10:48 AM	|	12:21 PM	|					3:46 PM		4:26 PM				5:32 PM			
STAPLES MILL ROAD	4:41 AM	6:11 AM		8:11 AM	9:07 AM	9:39 AM		11:08 AM	12:19 PM	12:41 PM	1:36 PM				3:22 PM	4:06 PM		4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM	6:31 AM		8:31 AM		10:08 AM		11:37 AM		1:10 PM					3:42 PM	4:35 PM						6:35 PM			
WILLIAMSBURG					|	11:00 AM																7:27 PM			
NEWPORT NEWS					|	11:31 AM																7:58 PM			
PETERSBURG					9:49 AM				12:54 PM		2:13 PM							5:30 PM		5:56 PM					
NORFOLK					11:33 AM				|		|							7:08 PM							
Notes	Staples Mill-Main Street Deadhead for slot 62	Staples Mill-Main Street Deadhead for slot 70	Existing Train	Staples Mill-Main Street Deadhead for slot 75	Activate at Phase 1- See notes 1 & 6	At Acquisition train will switch to NFK from NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At Phase 2 train terminates at RVM- See notes 1 & 3	Existing Train	Activate at completion of Phase 2- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Staples Mill-Main Street Deadhead for slot 85	Activate at completion of Phase 2- See note 1	Activate at completion of Phase 2	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1	P2						P1	AQ			AQ						P1	P1	P1	P2	P1
Slot Number	22	23	24	25	26	27	28	29	DH	30	31	32	33	34	35	36	37	38	39	40	*41*	42	43	44	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	REG	VRE
Slot Activation	P1	C	C	P1	P2	C	C	C	P2	C	P1	AQ	C	C	AQ	C	C	C	C	C	*P1*	P1	P1	P2	P1
Train Number	NEW	309	171	NEW	NEW	331	311	333	NEW-DH	93	NEW	NEW	335	313	NEW	19	315	337	85	97	*NEW*	129	NEW	193	NEW
Final Destination	SPY	SPY	RNK	BRN	SPY	BRN	SPY	BRN		NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	RVM	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 PM		5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:00 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:08 PM	5:18 PM	5:28 PM	5:38 PM		|	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM			*8:08 PM*		9:58 PM		10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:15 PM	5:25 PM	5:35 PM	5:45 PM		|	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM			*8:15 PM*		10:05 PM		10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:23 PM	5:33 PM	5:43 PM	5:53 PM		5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:19 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM			5:34 PM		5:54 PM			|		6:24 PM		6:44 PM			7:24 PM				*8:34 PM*				10:54 PM
LORTON	5:01 PM	5:21 PM			5:41 PM		6:01 PM			|		6:31 PM		6:51 PM			7:31 PM				*8:41 PM*				11:01 PM
WOODBRIDGE	5:09 PM	5:29 PM			5:49 PM		6:09 PM			6:18 PM		6:39 PM		6:59 PM			7:39 PM		7:50 PM		*8:49 PM*	9:27 PM		10:37 PM	11:09 PM
RIPPON	5:13 PM	5:33 PM			5:53 PM		6:13 PM			|		6:43 PM		7:03 PM			7:43 PM				*8:53 PM*				11:13 PM
POTOMAC SHORES	*5:15 PM*	*5:35 PM*			*5:55 PM*		*6:15 PM*			|		*6:45 PM*		*7:05 PM*			*7:45 PM*				*8:55 PM*				*11:15 PM*
QUANTICO	5:25 PM	5:45 PM			6:05 PM		6:25 PM			6:31 PM		6:55 PM		7:15 PM			7:55 PM		8:02 PM		*9:05 PM*	9:39 PM		10:49 PM	11:25 PM
BROOKE	5:39 PM	5:59 PM			6:19 PM		6:39 PM			|		7:09 PM		7:29 PM			8:09 PM				*9:19 PM*				11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM			6:28 PM		6:48 PM			|		7:18 PM		7:38 PM			8:18 PM				*9:28 PM*				11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM			6:36 PM		6:56 PM			7:01 PM		7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:14 PM	11:56 PM
SPOTSYLVANIA	6:07 PM	6:27 PM			6:47 PM		7:07 PM			|		7:37 PM		7:57 PM			8:37 PM				*9:47 PM*				12:07 AM
ASHLAND										7:41 PM									9:10 PM			10:47 PM		11:57 PM	
STAPLES MILL ROAD									7:11 PM	8:12 PM									9:32 PM	9:44 PM		11:07 PM		12:17 AM	
MAIN STREET									7:31 PM										9:56 PM			11:36 PM		12:46 AM	
WILLIAMSBURG																			10:52 PM						
NEWPORT NEWS																			11:23 PM						
PETERSBURG										8:49 PM										10:18 PM					
NORFOLK										10:27 PM															
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	Staples Mill-Main Street Deadhead for slot 90	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2- See note 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change					P1						P1		P1	AQ		P1		P2			P2				
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	P2	C	C	P2	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	NEW	330	312	NEW	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	SPY	BRN	SPY	SPY	BRN	SPY	LD	RVM
NORFOLK																									
PETERSBURG							3:33 AM																		
NEWPORT NEWS																									
WILLIAMSBURG																									
MAIN STREET																	5:40 AM								6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM								7:25 AM
ASHLAND							|										6:19 AM								7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|	6:51 AM		7:06 AM	7:26 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM	7:02 AM		7:17 AM	7:37 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|	7:09 AM		7:24 AM	7:44 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|	7:15 AM		7:30 AM	7:50 AM		8:20 AM		
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM	7:28 AM		7:43 AM	8:03 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|	*7:34 AM*		*7:49 AM*	*8:09 AM*		*8:39 AM*		
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|	7:37 AM		7:52 AM	8:12 AM		8:42 AM		
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM	7:43 AM		7:58 AM	8:18 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|	7:50 AM		8:05 AM	8:25 AM		8:55 AM		
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|	7:58 AM		8:13 AM	8:33 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:15 AM	8:25 AM	8:45 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:19 AM	8:24 AM	8:34 AM	8:54 AM	9:04 AM	9:24 AM		
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:27 AM	8:32 AM	8:42 AM	9:02 AM	9:12 AM	9:32 AM		9:38 AM
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:35 AM	8:40 AM	8:50 AM	9:10 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Activate at completion of Phase 2	Existing Train	Existing Train	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	At completion of Phase 2 train will originate from RVM- See note 1

Northbound (continued)

Timing of Slot Change	AQ	P2			P1	P1							P1	AQ			P2		P1			AQ	P2		
Slot Number	71	72	73	74	75	76	DH	77	78	DH	79	80	81	82	83	84	85	86	*87*	DH	88	89	90	DH	DH
Train type	VRE	REG	REG	REG	REG	REG	REG	REG	AMT	REG	REG	VRE	VRE	REG	AMT	VRE	REG	AMT	*VRE*	REG	REG	REG	REG	REG	REG
Slot Activation	AQ	P2	C	C	P1	P1	P1	C	C	P2	C	C	P1	AQ	C	C	P2	C	*P1*	P2	C	AQ	P2	P1	P2
Train number	NEW	NEW	84	176	NEW	184	151-DH	94	92	111-DH	80	336	NEW	138	50	338	186	90	*NEW*	141-DH	66	NEW	NEW	129-DH	193-DH
Origin	SPY	NPN	NFK	RNK	RVM	NPN		NFK	LD		LD	BRN	SPY	NFK	LD	BRN	RVM	LD	*BRN*		NPN	RNK	RVM		
NORFOLK			6:15 AM					9:30 AM	|					1:30 PM											
PETERSBURG			7:42 AM					10:57AM	11:28 AM		1:11 PM			2:57 PM				4:20 PM							
NEWPORT NEWS		6:22 AM				8:52 AM															4:50 PM				
WILLIAMSBURG		6:44 AM				9:13 AM															5:11 PM				
MAIN STREET		7:37 AM			9:02 AM	10:02 AM	11:57 AM			1:30 PM							4:02 PM			5:05 PM	6:01 PM		8:02 PM	11:56 PM	1:06 AM
STAPLES MILL ROAD		8:12 AM	8:25 AM		9:27 AM	10:27 AM	12:07 PM	11:38 AM	12:16 PM	1:50 PM	2:11 PM			3:38 PM			4:26 PM	5:14 PM		5:25 PM	6:31 PM		8:26 PM	12:16 AM	1:26 AM
ASHLAND		8:26 AM	8:39 AM		9:44 AM	10:44 AM		11:54 AM	|		|			3:54 PM			4:40 PM	|			6:45 PM		8:39 PM		
SPOTSYLVANIA	8:26 AM	|	|		|	|		|	|		|		4:06 PM	|			|	|			|				
FREDERICKSBURG	8:37 AM	9:13 AM	9:26 AM		10:33 AM	11:33 AM		12:40 PM	|		3:07 PM		4:17 PM	4:41 PM			5:23 PM	|			7:30 PM		9:22 PM		
LEELAND ROAD	8:44 AM	|	|		|	|		|	|		|		4:24 PM	|			|	|			|				
BROOKE	8:50 AM	|	|		|	|		|	|		|		4:30 PM	|			|	|			|				
QUANTICO	9:03 AM	9:35 AM	9:48 AM		10:56 AM	11:56 AM		1:01 PM	|		3:29 PM		4:43 PM	5:03 PM			5:43 PM	|			7:56 PM		9:42 PM		
POTOMAC SHORES	*9:09 AM*	|	|		|	|		|	|				|	|				|			|				
RIPPON	9:12 AM	|	|		|	|		|	|		|		|	|			|	|			|				
WOODBRIDGE	9:18 AM	9:49 AM	10:01 AM		11:11 AM	12:11 PM		1:14 PM	|		|		4:58 PM	5:16 PM			5:56 PM	|			8:11 PM		9:54 PM		
LORTON	9:25 AM	|	|		|	|		|	|		|		|	|			|	|			|				
FRANCONIA-SPRINGFIELD	9:33 AM	|	|		|	|		|	|		|		5:13 PM	|			|	|			|				
ALEXANDRIA	9:45 AM	10:15 AM	10:32 AM	11:08 AM	11:33 AM	12:33 PM		1:41 PM	2:04 PM		4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	6:23 PM	7:07 PM	7:45 PM		8:34 PM	9:29 PM	10:18 PM		
CRYSTAL CITY	9:54 AM	10:24 AM	|	|	11:39 AM	12:39 PM		|	|		|	|	5:34 PM	|	|	|	|	|	7:54 PM		|	|			
L'ENFANT	10:02 AM	10:32 AM	10:41 AM	11:17 AM	11:45 AM	12:45 PM		|	|		|	|	|	|	|	|	|	|	8:02 PM		8:47 PM	|			
UNION STATION	10:10 AM	10:40 AM	10:51 AM	11:23 AM	11:50 AM	12:50 PM		2:04 PM	2:38 PM		4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	6:48 PM	7:42 PM	8:10 PM		9:03 PM	10:00 PM	10:41 PM		
Notes	Activate at Acquisition	Activate at completion of Phase 2- See notes 1 & 6	Existing Train- See note 1	Existing Train- See note 1	At completion of Phase 2 train will terminate at RVM- See notes 1, 3, & 6	Activate at completion of Phase 1- See note 1	Main Street-Staples Mill Deadhead from slot 5	Existing Train- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 7	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- At Acquisition train will originate from NFK- See note 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 2- See note 1	Existing Train	Activate at completion of Phase 1- See note 1 & 4	Main Street-Staples Mill Deadhead from slot 12	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 42	Main Street-Staples Mill Deadhead from slot 44

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1, corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Southbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change		AQ		AQ			P2				P2					P1
Slot Number	DH	2	3W	4	DH	6	7	DH-NEW	8	9	10W	DH	11W	16	17W	21
Train Type	REG	REG	REG	REG	REG	AMT	REG	REG	AMT	AMT	REG	REG	REG	AMT	REG	VRE
Slot Activation	AQ	AQ	C	AQ	P1	C	P2	P2	C	C	P2	P2	C	C	C	P1
Train Number	164-DH	NEW	65	NEW	126/146-DH	89	111	NEW-DH	79	51	143	NEW-DH	195	91	157	329
Final Destination		NFK	NPN	RNK		LD	RVM		NC	LD	RVM		RVM	LD	NFK	BRN
Days of Operation	SaSu	Daily	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	Daily	SaSu	SaSu	SaSu	SaSu	Su	Daily
UNION STATION		6:50 AM	7:00 AM	8:40 AM		10:00 AM	10:24 AM		11:08 AM	11:15 AM	1:50 PM		2:50 PM	3:10 PM	4:00 PM	4:10 PM
L'ENFANT		|	|	|		|	|		|	|	|			|		4:18 PM
CRYSTAL CITY		|	|	|		|	|		|	|	|			|		4:25 PM
ALEXANDRIA		7:08 AM	7:19 AM	8:59 AM		10:18 AM	10:43 AM		11:26 AM	11:31 AM	2:09 PM		3:07 PM	3:28 PM	4:17 PM	4:33 PM
FRANCONIA-SPRINGFIELD		|	|			|	|		|		|		|	|	|	
LORTON		|	|			|	|		|		|		|	|	|	
WOODBRIDGE		7:26 AM	7:39 AM			|	11:01 AM		|		2:27 PM		3:25 PM	|	4:36 PM	
RIPPON		|	|			|	|		|		|		|	|	|	
POTOMAC SHORES		|				|	|		|		|		|	|	|	
QUANTICO		7:38 AM	7:51 AM			|	11:13 AM		11:56 AM		2:39 PM		3:38 PM	|	4:50 PM	
BROOKE		|	|			|	|		|		|		|	|	|	
LEELAND ROAD		|	|			|	|		|		|		|	|	|	
FREDERICKSBURG		8:02 AM	8:16 AM			|	11:38 AM		12:19 PM		3:04 PM		4:03 PM	|	5:12 PM	
SPOTSYLVANIA		|	|			|	|		|		|		|	|	|	
ASHLAND		8:45 AM	8:59 AM			|	12:21 PM		|		3:46 PM		4:46 PM	|	5:55 PM	
STAPLES MILL ROAD	5:30 AM	9:07 AM	9:27 AM		11:57 AM	12:19 PM	12:41 PM	1:26 PM	1:36 PM		4:06 PM	4:26 PM	5:08 PM	5:22 PM	6:25 PM	
MAIN STREET	5:50 AM		9:59 AM		12:17 PM		1:10 PM	1:46 PM			4:35 PM	4:46 PM	5:39 PM			
WILLIAMSBURG		|	10:52 AM											|		
NEWPORT NEWS		|	11:27 AM											|		
PETERSBURG		9:49 AM				12:54 PM			2:13 PM					5:56 PM	7:01 PM	
NORFOLK		11:33 AM				|			|					|	8:39 PM	
Notes	Staples Mill-Main Street Deadhead for slot 62W	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See notes 1 & 6	Staples Mill-Main Street Deadhead for slot 78W	Existing Train	Activate at completion of Phase 2- See note 1	Staples Mill-Main Street Deadhead for slot 81W	Existing Train- See note 1	Existing Train	Reactivate at completion of Phase 2- See note 1	Staples Mill-Main Street Deadhead for slot 84W	Existing Train-Train will terminate at RVM at completion of Phase 2	Existing Train	Existing Train- See note 1	Activate slot at completion of Phase 1

Southbound (continued)

Timing of Slot Change	P1				P1	P1	P1	P1					P1	P1	P2
Slot Number	22	23W	24W	DH	27	28	33	34	DH	36	37W	40	41W	42W	43W
Train Type	VRE	REG	REG	REG	VRE	VRE	VRE	VRE	REG	AMT	AMT	AMT	REG	REG	REG
Slot Activation	P1	C	C	P2	P1	P1	P1	P1	P2	C	C	C	P1	P1	P2
Train Number	307	145-147	99	NEW-DH	331	311	335	313	NEW-DH	19	87	97	163/189	149/159	135
Final Destination	SPY	RNK	NPN		BRN	SPY	BRN	SPY		LD	NFK	LD	NPN	RVM	RVM
Days of Operation	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	SaSu	SaSu
UNION STATION	4:20 PM	4:35 PM	5:00 PM		5:10 PM	5:20 PM	6:00 PM	6:10 PM		6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM	10:00 PM
L'ENFANT	4:28 PM	|	|		5:18 PM	5:28 PM	6:08 PM	6:18 PM		|	|	|	|	|	|
CRYSTAL CITY	4:35 PM	|	|		5:25 PM	5:35 PM	6:15 PM	6:25 PM		|	|	|	|	|	|
ALEXANDRIA	4:43 PM	5:07 PM	5:18 PM		5:33 PM	5:43 PM	6:23 PM	6:33 PM		7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM	10:19 PM
FRANCONIA-SPRINGFIELD	4:54 PM		|			5:54 PM		6:44 PM			|	|	|	|	|
LORTON	5:01 PM		|			6:01 PM		6:51 PM			|	|	|	|	|
WOODBRIDGE	5:09 PM		5:36 PM			6:09 PM		6:59 PM			7:36 PM	|	8:30 PM	9:37 PM	10:37 PM
RIPPON	5:13 PM		|			6:13 PM		7:03 PM			|	|	|	|	|
POTOMAC SHORES	*5:15 PM*		|			*6:15 PM*		*7:05 PM*			|	|	|	|	|
QUANTICO	5:25 PM		5:49 PM			6:25 PM		7:15 PM			7:48 PM	|	8:42 PM	9:49 PM	10:49 PM
BROOKE	5:39 PM		|			6:39 PM		7:29 PM			|	|	|	|	|
LEELAND ROAD	5:48 PM		|			6:48 PM		7:38 PM			|	|	|	|	|
FREDERICKSBURG	5:56 PM		6:13 PM			6:56 PM		7:46 PM			8:13 PM	8:33 PM	9:07 PM	10:14 PM	11:14 PM
SPOTSYLVANIA	6:07 PM		|			7:07 PM		7:57 PM			|	|	|	|	|
ASHLAND			6:56 PM								8:56 PM	|	9:50 PM	10:57 PM	11:57 PM
STAPLES MILL ROAD			7:19 PM	11:57 AM					7:22 PM		9:24 PM	9:44 PM	10:12 PM	11:17 PM	12:17 AM
MAIN STREET			7:46 PM	12:17 PM					7:42 PM				10:41 PM	11:46 PM	12:46 AM
WILLIAMSBURG			8:39 PM										11:33 PM		
NEWPORT NEWS			9:12 PM										12:04 AM		
PETERSBURG											10:00 PM	10:18 PM			
NORFOLK											11:38 PM	|			
Notes	Activate slot at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Staples Mill-Main Street Deadhead for slot 79W	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Staples Mill-Main Street Deadhead for slot 90W	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 2- See note 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Exhibit B

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W
Train type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1
Train number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194-96	156	92	126/146
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM
Days of Operation		Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu
NORFOLK											6:15 AM				|	
PETERSBURG	3:33 AM										7:42 AM				11:28 AM	
NEWPORT NEWS												7:22 AM	8:30 AM			
WILLIAMSBURG												6:44 AM	8:52 AM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM		|	1:26 PM
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|	|	|		|	
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM		|	2:13 PM
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|	|	|		|	
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|	|	|		|	
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM		|	2:35 PM
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|	|	|		|	
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|	|	|		|	
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM		|	2:49 PM
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|	|	|		|	
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|	|	|		|	
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|	|	|	|	|	|
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|	|	|	|	|	|
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:49 AM	11:44 AM	12:20 PM	1:37 PM	2:38 PM	3:40 PM
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	At completion of Phase 1 originate from NPN- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1

Northbound (continued)

Timing of Slot Change			P2		AQ			P2			AQ	P2			
Slot Number	79	DH	81W	83	84W	86	DH	85W	DH	88	89	90	DH	DH	DH
Train type	REG	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG	REG	REG	REG	REG
Slot Activation	C	P2	P2	C	AQ	C	P2	P2	AQ	C	AQ	P2	P1	C	P2
Train number	80	111-DH	NEW	50	124	90	143-DH	NEW	195-DH	66	NEW	NEW	149/159-DH	1078-DH	135-DH
Origin	LD		RVM	LD	NFK	LD		RVM		NPN	RNK	RVM			
Days of Operation	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Sa	Daily	Daily	SaSu	Fr	SaSu
NORFOLK	|				1:46 PM	|								11:15 PM	
PETERSBURG	1:11 PM				3:13 PM	4:20 PM								12:40 AM	
NEWPORT NEWS										5:05 PM					
WILLIAMSBURG										5:26 PM					
MAIN STREET		1:30 PM	2:06 PM				4:55 PM	5:06 PM	5:59 PM	6:21 PM		8:02 PM	12:06 PM		1:06 AM
STAPLES MILL ROAD	2:11 PM	1:50 PM	2:36 PM		3:54 PM	5:14 PM	5:15 PM	5:36 PM	6:19 PM	6:51 PM		8:26 PM	12:26 PM	1:16 AM	1:26 AM
ASHLAND	|		2:50 PM		4:09 PM	|		5:50 PM		7:05 PM		8:39 PM			
SPOTSYLVANIA	|				|	|				|		|			
FREDERICKSBURG	3:07 PM		3:35 PM		4:56 PM	|		6:35 PM		7:50 PM		9:22 PM			
LEELAND ROAD	|				|	|				|		|			
BROOKE	|				|	|				|		|			
QUANTICO	3:29 PM		4:01 PM		5:18 PM	|		7:01 PM		8:16 PM		9:42 PM			
POTOMAC SHORES					|	|			|		|			
RIPPON	|				|	|			|		|			
WOODBRIDGE	|		4:16 PM		5:31 PM	|		7:16 PM		8:31 PM		9:54 PM			
LORTON	|				|	|			|		|			
FRANCONIA-SPRINGFIELD	|				|	|			|		|			
ALEXANDRIA	4:03 PM		4:39 PM	6:02 PM	6:02 PM	7:07 PM		7:39 PM		8:54 PM	9:29 PM	10:18 PM			
CRYSTAL CITY	|			|	|	|				|	|	|			
L'ENFANT	|			|	|	|				|	|	|			
UNION STATION	4:29 PM		5:08 PM	6:19 PM	6:22 PM	7:42 PM		8:08 PM		9:23 PM	10:00 PM	10:41 PM			
Notes	Existing Train	Main Street-Staples Mill Deadhead from slot 7	Activate at Phase 2- See notes 1 & 6	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 10W	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 42W- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 43W- See note 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News, upon completion of phase 2 Slot 5 (Train 151) will terminate at RVM, Slot 75 (NEW Train) will originate from RVM
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Exhibit D-1 - Service Plan v 6.1

Acquisition Phase Base Schedule - Weekdays

Southbound

FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change				AQ		AQ												
Slot Number	DH	1	3	5	6	6A	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	C	AQ	C	AQ	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	67	151	89	183	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN	NFK	NPN	LD	RNK	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM	7:20 AM	8:50 AM	10:00 AM	11:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT		|	|	|	|	|	|	|	1:08 PM	1:23 PM	2:34 PM	2:48 PM	|	3:28 PM	3:36 PM	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY		|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM	7:39 AM	9:09 AM	10:18 AM	11:19 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD			|	|	|		|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON			|	|	|		|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE			7:59 AM	9:28 AM	|		|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON			|	|	|		|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES			|	|	|		|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO			8:11 AM	9:40 AM	|		11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE			|	|	|		|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD			|	|	|		|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG			8:36 AM	10:05 AM	|		12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA			|	|	|		|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND			9:19 AM	10:48 AM	|		|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:41 AM		9:47 AM	11:08 AM	12:19 PM		1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM			11:40 AM											6:35 PM			
WILLIAMSBURG				12:33 PM									|		7:27 PM			
NEWPORT NEWS				1:08 PM									|		7:58 PM			
PETERSBURG			10:23 AM		12:54 PM		2:13 PM				5:30 PM		5:56 PM					
NORFOLK			12:01 PM		|		|				7:08 PM		|				
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Existing Train- At Acquisition train will switch from NPN to NFK- See notes 1 & 3	Activate at Acquisition- See notes 1 & 3	Existing Train	Activate at Acquisition- See notes 1 & 9	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change							AQ			AQ					
Slot Number	23	24	27	28	29	30	32	33	34	35	36	37	38	39	40
Train Type	VRE	REG	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT
Slot Activation	C	C	C	C	C	C	AQ	C	C	AQ	C	C	C	C	C
Train Number	309	171	331	311	333	93	NEW	335	313	NEW	19	315	337	85	97
Final Destination	SPY	RNK	BRN	SPY	BRN	NFK	SPY	BRN	SPY	BRN	LD	SPY	BRN	RVM	LD
UNION STATION	4:40 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM
L'ENFANT	4:48 PM	|	5:18 PM	5:28 PM	5:38 PM	|	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|
CRYSTAL CITY	4:55 PM	|	5:25 PM	5:35 PM	5:45 PM	|	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|
ALEXANDRIA	5:03 PM	5:11 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM
FRANCONIA-SPRINGFIELD	5:14 PM			5:54 PM		|	6:24 PM		6:44 PM			7:24 PM		|	|
LORTON	5:21 PM			6:01 PM		|	6:31 PM		6:51 PM			7:31 PM		|	|
WOODBRIDGE	5:29 PM			6:09 PM		6:18 PM	6:39 PM		6:59 PM			7:39 PM		7:50 PM	|
RIPPON	5:33 PM			6:13 PM		|	6:43 PM		7:03 PM			7:43 PM		|	|
POTOMAC SHORES	*5:35 PM*			*6:15 PM*		|	*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|
QUANTICO	5:45 PM			6:25 PM		6:31 PM	6:55 PM		7:15 PM			7:55 PM		8:02 PM	|
BROOKE	5:59 PM			6:39 PM		|	7:09 PM		7:29 PM			8:09 PM		|	|
LEELAND ROAD	6:08 PM			6:48 PM		|	7:18 PM		7:38 PM			8:18 PM		|	|
FREDERICKSBURG	6:16 PM			6:56 PM		7:01 PM	7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM
SPOTSYLVANIA	6:27 PM			7:07 PM		|	7:37 PM		7:57 PM			8:37 PM		|	|
ASHLAND						7:41 PM								9:10 PM	|
STAPLES MILL ROAD						8:12 PM								9:32 PM	9:44 PM
MAIN STREET														9:56 PM	
WILLIAMSBURG														10:52 PM	
NEWPORT NEWS														11:23 PM	
PETERSBURG						8:49 PM									10:18 PM
NORFOLK						10:27 PM									|
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1,2, & 7	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change											AQ								
Slot Number	46	47	48	49	51	52	53	54	55	57	59	60	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	C	C	AQ	C	C	C	C	C	C	C	C
Train number	322	300	324	302	304	98	326	306	328	308	NEW	310	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	SPY	LD	BRN	SPY	BRN	SPY	BRN	SPY	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																			
PETERSBURG						3:33 AM													
NEWPORT NEWS																			5:35 AM
WILLIAMSBURG																			5:57 AM
MAIN STREET													5:40 AM						6:50 AM
STAPLES MILL ROAD						4:32 AM							6:05 AM						7:25 AM
ASHLAND						|							6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM	5:21 AM	|		5:41 AM		6:01 AM		6:26 AM	|		7:06 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM	5:32 AM	5:29 AM		5:52 AM		6:12 AM		6:38 AM	7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM	5:39 AM	|		5:59 AM		6:19 AM		6:44 AM	|		7:24 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM	5:45 AM	|		6:05 AM		6:25 AM		6:50 AM	|		7:30 AM		8:20 AM		|
QUANTICO		|		5:43 AM	5:58 AM	|		6:18 AM		6:38 AM		7:03 AM	7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*	*6:04 AM*	|		*6:24 AM*		*6:44 AM*		*7:09 AM*	|		*7:49 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM	6:07 AM	|		6:27 AM		6:47 AM		7:12 AM	|		7:52 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM	6:13 AM	|		6:33 AM		6:53 AM		7:18 AM	7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM	6:20 AM	|		6:40 AM		7:00 AM		7:25 AM	|		8:05 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM	6:28 AM	|		6:48 AM		7:08 AM		7:33 AM	|		8:13 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:35 AM	7:45 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:29 AM	7:44 AM	7:54 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:37 AM	7:52 AM	8:02 AM	8:11 AM	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	|
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:45 AM	8:00 AM	8:10 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1

Northbound (continued)

Timing of Slot Change	AQ						AQ		AQ					
Slot Number	71	73	74	77	78	79	79A	80	82	83	84	86	88	DH
Train type	VRE	REG	REG	REG	AMT	REG	REG	VRE	REG	AMT	VRE	AMT	REG	REG
Slot Activation	AQ	C	C	C	C	C	AQ	C	AQ	C	C	C	C	AQ
Train number	NEW	84	176	94	92	80	178	336	138	50	338	90	66	85-DH
Origin	SPY	NFK	RNK	NFK	LD	LD	RNK	BRN	NFK	LD	BRN	LD	NPN	
NORFOLK		6:15 AM		9:30 AM	|				1:30 PM					
PETERSBURG		7:42 AM		10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM		
NEWPORT NEWS													4:50 PM	
WILLIAMSBURG													5:11 PM	
MAIN STREET													6:01 PM	11:05 PM
STAPLES MILL ROAD		8:25 AM		11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM	6:31 PM	11:25 PM
ASHLAND		8:39 AM		11:54 AM	|	|			3:54 PM			|	6:45 PM	
SPOTSYLVANIA	8:26 AM	|		|	|	|			|			|	|	
FREDERICKSBURG	8:37 AM	9:26 AM		12:40 PM	|	3:07 PM			4:41 PM			|	7:30 PM	
LEELAND ROAD	8:44 AM	|		|	|	|			|			|	|	
BROOKE	8:50 AM	|		|	|	|			|			|	|	
QUANTICO	9:03 AM	9:48 AM		1:01 PM	|	3:29 PM			5:03 PM			|	7:56 PM	
POTOMAC SHORES	*9:09 AM*	|		|	|				|			|	|	
RIPPON	9:12 AM	|		|	|	|			|			|	|	
WOODBRIDGE	9:18 AM	10:01 AM		1:14 PM	|	|			5:16 PM			|	8:11 PM	
LORTON	9:25 AM	|		|	|	|			|			|	|	
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|			|			|	|	
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	1:41 PM	2:04 PM	4:03 PM	4:10 PM	4:32 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	8:34 PM	
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	10:10 AM	10:51 AM	11:23 AM	2:04 PM	2:38 PM	4:29 PM	4:30 PM	4:57 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	9:03 PM	
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train- See note 1	Activate at Acquisition- See note 1	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Main Street-Staples Mill Deadhead from slot 39- See notes 2 & 8

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Saturday

FD 36544

Confidential Business Information Redacted

Exhibit B

Southbound

Timing of Slot Change						AQ	AQ							
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	145	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|			|		|
CRYSTAL CITY		|	|	|	|	|	|		|			|		|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|		|		|	|
LORTON		|	|	|				|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|		|		|	|
LEELAND ROAD		|	|	|				|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM			7:46 PM			
WILLIAMSBURG							5:48 PM		|		8:39 PM			
NEWPORT NEWS							6:18 PM		|		9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at Acquisition- See note 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10, & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1

Northbound

Timing of Slot Change									AQ		AQ				
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH	88	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ	C	C
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH	66	1078-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD		NPN	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Fr
NORFOLK				6:15 AM			|				1:46 PM				11:15 PM
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS					8:30 AM									5:05 PM	
WILLIAMSBURG					8:52 AM									5:26 PM	
MAIN STREET		6:10 AM			9:42 AM								5:59 PM	6:21 PM	
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM	6:51 PM	1:16 AM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|			4:09 PM	|		7:05 PM	
SPOTSYLVANIA	|	|		|	|		|	|			|	|		|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM			4:56 PM	|		7:50 PM	
LEELAND ROAD	|	|		|	|		|	|			|	|		|	
BROOKE	|	|		|	|		|	|			|	|		|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM			5:18 PM	|		8:16 PM	
POTOMAC SHORES	|	|		|	|		|				|	|		|	
RIPPON	|	|		|	|		|	|			|	|		|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|			5:31 PM	|		8:31 PM	
LORTON	|	|		|	|		|	|			|	|		|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|			|	|		|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|		|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|		|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Sunday

FD 36544

Confidential Business Information Redacted

Exhibit B

Southbound

Timing of Slot Change						AQ	AQ								
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	16W	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	157	147	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	NFK	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	Su	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:00 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|	|	|		|	|	|
CRYSTAL CITY		|	|	|	|	|	|		|	|	|		|	|	|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:17 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|	|		|		|	|
LORTON		|	|	|				|	|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|	4:36 PM		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|	4:50 PM		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|	|		|		|	|
LEELAND ROAD		|	|	|				|	|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|	5:12 PM		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|	5:55 PM		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM	6:25 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM				7:46 PM			
WILLIAMSBURG							5:48 PM		|			8:39 PM			
NEWPORT NEWS							6:18 PM		|			9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM	7:01 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|	8:39 PM				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train	Existing Train- See note 1	Existing Train	Activate at Acquisition- See notes 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10 & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train

Northbound

Timing of Slot Change									AQ		AQ		
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu
NORFOLK				6:15 AM			|				1:46 PM		
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM	
NEWPORT NEWS					8:30 AM								
WILLIAMSBURG					8:52 AM								
MAIN STREET		6:10 AM			9:42 AM								5:59 PM
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|			4:09 PM	|	
SPOTSYLVANIA	|	|		|	|		|	|			|	|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM			4:56 PM	|	
LEELAND ROAD	|	|		|	|		|	|			|	|	
BROOKE	|	|		|	|		|	|			|	|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM			5:18 PM	|	
POTOMAC SHORES	|	|		|	|		|				|	|	
RIPPON	|	|		|	|		|	|			|	|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|			5:31 PM	|	
LORTON	|	|		|	|		|	|			|	|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|			|	|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Southbound

FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change		P1		AQ	AQ													
Slot Number	1	2	3	4	5	6	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	VRE	REG	REG	REG	REG	AMT	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	C	P1	C	AQ	AQ	C	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	321	NEW	67	NEW	151	89	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination	BRN	NFK	NPN	RNK	NPN	LD	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION	6:35 AM	6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT	|	|	|	|	|	|	|	|	1:08 PM	1:23 PM	|	2:48 PM	|	3:28 PM	|	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY	|	|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA	6:52 AM	7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD		|	|		|	|	|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON		|	|		|	|	|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE		7:26 AM	7:56 AM		9:28 AM	|	|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON		|	|		|	|	|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES		|	|		|	|	|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO		7:38 AM	8:08 AM		9:40 AM	|	11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE		|	|		|	|	|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD		|	|		|	|	|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG		8:02 AM	8:30 AM		10:05 AM	|	12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA		|	|		|	|	|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND		8:45 AM	9:13 AM		10:48 AM	|	|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD		9:07 AM	9:39 AM		11:08 AM	12:19 PM	1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET			10:08 AM		11:37 AM										6:35 PM			
WILLIAMSBURG		|	11:00 AM		12:29 PM								|		7:27 PM			
NEWPORT NEWS		|	11:31 AM		1:00 PM								|		7:58 PM			
PETERSBURG		9:49 AM				12:54 PM	2:13 PM				5:30 PM		5:56 PM					
NORFOLK		11:33 AM				|	|				7:08 PM		|					
Notes	Existing Train	Activate at Phase 1- See notes 1 & 6	At completion of Phase 1 train will return to NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At completion of Phase 2, train terminates at RVM- See notes 1 & 3	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1					P1	AQ			AQ						P1	P1	P1	P1
Slot Number	22	23	24	25	27	28	29	30	31	32	33	34	35	36	37	38	39	40	*41*	42	43	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	VRE
Slot Activation	P1	C	C	P1	C	C	C	C	P1	AQ	C	C	AQ	C	C	C	C	C	*P1*	P1	P1	P1
Train Number	NEW	309	171	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	*NEW*	129	NEW	NEW
Final Destination	SPY	SPY	RNK	BRN	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:18 PM	5:28 PM	5:38 PM	|	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|	*8:08 PM*	|	9:58 PM	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:25 PM	5:35 PM	5:45 PM	|	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|	*8:15 PM*	|	10:05 PM	10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM				5:54 PM		|		6:24 PM		6:44 PM			7:24 PM		|	|	*8:34 PM*	|		10:54 PM
LORTON	5:01 PM	5:21 PM				6:01 PM		|		6:31 PM		6:51 PM			7:31 PM		|	|	*8:41 PM*	|		11:01 PM
WOODBRIDGE	5:09 PM	5:29 PM				6:09 PM		6:18 PM		6:39 PM		6:59 PM			7:39 PM		7:50 PM	|	*8:49 PM*	9:27 PM		11:09 PM
RIPPON	5:13 PM	5:33 PM				6:13 PM		|		6:43 PM		7:03 PM			7:43 PM		|	|	*8:53 PM*	|		11:13 PM
POTOMAC SHORES	*5:15 PM*	*5:35 PM*				*6:15 PM*		|		*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|	*8:55 PM*	|		*11:15 PM*
QUANTICO	5:25 PM	5:45 PM				6:25 PM		6:31 PM		6:55 PM		7:15 PM			7:55 PM		8:02 PM	|	*9:05 PM*	9:39 PM		11:25 PM
BROOKE	5:39 PM	5:59 PM				6:39 PM		|		7:09 PM		7:29 PM			8:09 PM		|	|	*9:19 PM*	|		11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM				6:48 PM		|		7:18 PM		7:38 PM			8:18 PM		|	|	*9:28 PM*	|		11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM				6:56 PM		7:01 PM		7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:56 PM
SPOTSYLVANIA	6:07 PM	6:27 PM				7:07 PM		|		7:37 PM		7:57 PM			8:37 PM		|	|	*9:47 PM*	|		12:07 AM
ASHLAND								7:41 PM									9:10 PM	|		10:47 PM		
STAPLES MILL ROAD								8:12 PM									9:32 PM	9:44 PM		11:07 PM		
MAIN STREET																	9:56 PM			11:36 PM		
WILLIAMSBURG																	10:52 PM					
NEWPORT NEWS																	11:23 PM					
PETERSBURG								8:49 PM										10:18 PM				
NORFOLK								10:27 PM										|				
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change					P1						P1		P1	AQ		P1							
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	C	C	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																							
PETERSBURG							3:33 AM																
NEWPORT NEWS																							5:35 AM
WILLIAMSBURG																							5:57 AM
MAIN STREET																	5:40 AM						6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM						7:25 AM
ASHLAND							|										6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|		7:06 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|		7:24 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|		7:30 AM		8:20 AM		
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|		*7:49 AM*		*8:39 AM*		
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|		7:52 AM		8:42 AM		
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|		8:05 AM		8:55 AM		
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|		8:13 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:05 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:14 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:22 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See Note 1

Northbound (continued)

Timing of Slot Change	AQ			P1	P1					P1	AQ				P1		AQ
Slot Number	71	73	74	75	76	77	78	79	80	81	82	83	84	86	*87*	88	89
Train type	VRE	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	AMT	*VRE*	REG	REG
Slot Activation	AQ	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	C	*P1*	C	AQ
Train number	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	90	*NEW*	66	NEW
Origin	SPY	NFK	RNK	NPN	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	LD	*BRN*	NPN	RNK
NORFOLK		6:15 AM				9:30 AM	|				1:30 PM						
PETERSBURG		7:42 AM				10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM			
NEWPORT NEWS				7:50 AM	8:15 AM											4:50 PM	
WILLIAMSBURG				8:12 AM	8:37 AM											5:11 PM	
MAIN STREET				9:02 AM	9:30 AM											6:01 PM	
STAPLES MILL ROAD		8:25 AM		9:26 AM	10:05 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM		6:31 PM	
ASHLAND		8:39 AM		9:40 AM	10:18 AM	11:54 AM	|	|			3:54 PM			|		6:45 PM	
SPOTSYLVANIA	8:26 AM	|		|	|	|	|	|		4:06 PM	|			|		|	
FREDERICKSBURG	8:37 AM	9:26 AM		10:23 AM	11:05 AM	12:40 PM	|	3:07 PM		4:17 PM	4:41 PM			|		7:30 PM	
LEELAND ROAD	8:44 AM	|		|	|	|	|	|		4:24 PM	|			|		|	
BROOKE	8:50 AM	|		|	|	|	|	|		4:30 PM	|			|		|	
QUANTICO	9:03 AM	9:48 AM		10:43 AM	11:27 AM	1:01 PM	|	3:29 PM		4:43 PM	5:03 PM			|		7:56 PM	
POTOMAC SHORES	*9:09 AM*	|		|	|	|	|			|	|			|		|	
RIPPON	9:12 AM	|		|	|	|	|	|		|	|			|		|	
WOODBRIDGE	9:18 AM	10:01 AM		10:57 AM	11:41 AM	1:14 PM	|	|		4:58 PM	5:16 PM			|		8:11 PM	
LORTON	9:25 AM	|		|	|	|	|	|		|	|			|		|	
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|	|	|		5:13 PM	|			|		|	
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	11:21 AM	12:07 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	5:34 PM	|	|	|	|	7:54 PM	|	|
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	|	8:02 PM	|	|
UNION STATION	10:10 AM	10:51 AM	11:23 AM	11:44 AM	12:39 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Activate at completion of Phase 1- See notes 1,3, & 6	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Activate at Acquisition- See note 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See notes 1 & 4	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekends

FD 36544

Confidential Business Information Redacted

Exhibit B

Southbound

Timing of Slot Change	AQ		AQ							P1	P1
Slot Number	2	3W	4	6	8	9	11W	16	17W	21	22
Train Type	REG	REG	REG	AMT	AMT	AMT	REG	AMT	REG	VRE	VRE
Slot Activation	AQ	C	AQ	C	C	C	C	C	C	P1	P1
Train Number	NEW	65	NEW	89	79	51	195	91	157	329	NEW
Final Destination	NFK	NPN	RNK	LD	NC	LD	NPN	LD	NFK	BRN	SPY
Days of Operation	Daily	SaSu	Daily	Daily	Daily	Daily	SaSu	Daily	Su	Daily	SaSu
UNION STATION	6:50 AM	7:00 AM	8:40 AM	10:00 AM	11:08 AM	11:15 AM	2:50 PM	3:10 PM	4:00 PM	4:10 PM	4:20 PM
L'ENFANT	|	|	|	|	|	|		|		4:18 PM	4:28 PM
CRYSTAL CITY	|	|	|	|	|	|		|		4:25 PM	4:35 PM
ALEXANDRIA	7:08 AM	7:19 AM	8:59 AM	10:18 AM	11:26 AM	11:31 AM	3:07 PM	3:28 PM	4:17 PM	4:33 PM	4:43 PM
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|	|		4:54 PM
LORTON	|	|		|	|		|	|	|		5:01 PM
WOODBRIDGE	7:26 AM	7:39 AM		|	|		3:25 PM	|	4:36 PM		5:09 PM
RIPPON	|	|		|	|		|	|	|		5:13 PM
POTOMAC SHORES	|			|	|		|	|	|		*5:15 PM*
QUANTICO	7:38 AM	7:51 AM		|	11:56 AM		3:38 PM	|	4:50 PM		5:25 PM
BROOKE	|	|		|	|		|	|	|		5:39 PM
LEELAND ROAD	|			|	|		|	|	|		5:48 PM
FREDERICKSBURG	8:02 AM	8:16 AM		|	12:19 PM		4:03 PM	|	5:12 PM		5:56 PM
SPOTSYLVANIA	|	|		|	|		|	|	|		6:07 PM
ASHLAND	8:45 AM	8:59 AM		|	|		4:46 PM	|	5:55 PM		
STAPLES MILL ROAD	9:07 AM	9:27 AM		12:19 PM	1:36 PM		5:08 PM	5:22 PM	6:25 PM		
MAIN STREET		9:59 AM					5:39 PM				
WILLIAMSBURG	|	10:52 AM					6:31 PM	|			
NEWPORT NEWS	|	11:27 AM					7:02 PM	|			
PETERSBURG	9:49 AM			12:54 PM	2:13 PM			5:56 PM	7:01 PM		
NORFOLK	11:33 AM			|	|			|	8:39 PM		
Notes	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See note 1 & 6	Existing Train	Existing Train- See note 1	Existing Train	Extend to NPN upon completion of Phase 1- See note 1	Existing Train	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1

Timing of Slot Change			P1	P1	P1	P1				P1	P1
Slot Number	23W	24W	27	28	33	34	36	37W	40	41W	42W
Train Type	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG
Slot Activation	C	C	P1	P1	P1	P1	C	C	C	P1	P1
Train Number	145-147	99	331	311	335	313	19	87	97	163/189	149/159
Final Destination	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu
UNION STATION	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM
L'ENFANT			5:18 PM	5:28 PM	6:08 PM	6:18 PM	|		|	|	|
CRYSTAL CITY			5:25 PM	5:35 PM	6:15 PM	6:25 PM	|		|	|	|
ALEXANDRIA	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM
FRANCONIA-SPRINGFIELD		|		5:54 PM		6:44 PM		|	|	|	|
LORTON		|		6:01 PM		6:51 PM		|	|	|	|
WOODBRIDGE		5:36 PM		6:09 PM		6:59 PM		7:36 PM	|	8:30 PM	9:37 PM
RIPPON		|		6:13 PM		7:03 PM		|	|	|	|
POTOMAC SHORES		|		*6:15 PM*		*7:05 PM*		|	|	|	|
QUANTICO		5:49 PM		6:25 PM		7:15 PM		7:48 PM	|	8:42 PM	9:49 PM
BROOKE		|		6:39 PM		7:29 PM		|	|	|	|
LEELAND ROAD		|		6:48 PM		7:38 PM		|	|	|	|
FREDERICKSBURG		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM
SPOTSYLVANIA		|		7:07 PM		7:57 PM		|	|	|	|
ASHLAND		6:56 PM						8:56 PM	|	9:50 PM	10:57 PM
STAPLES MILL ROAD		7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM
MAIN STREET		7:46 PM								10:41 PM	11:46 PM
WILLIAMSBURG		8:39 PM								11:33 PM	
NEWPORT NEWS		9:12 PM								12:04 AM	
PETERSBURG								10:00 PM	10:18 PM		
NORFOLK								11:38 PM	|		
Notes	Existing Train- See note 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1	
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W
Train Type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C
Train Number	98	330	312	164	332	82	20	NEW	NEW	NEW	88
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK
Days of Operation	Daily	Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu
NORFOLK											6:15 AM
PETERSBURG	3:33 AM										7:42 AM
NEWPORT NEWS											
WILLIAMSBURG											
MAIN STREET				6:10 AM		7:15 AM					
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:51 AM
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1

Timing of Slot Change	P1				P1			AQ			AQ	
Slot Number	74W	75W	76W	78	79W	79	83	84W	86	88	89	DH
Train Type	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	P1	C	C	C	P1	C	C	AQ	C	C	AQ	C
Train Number	140	194/96	156	92	126/146	80	50	124	90	66	NEW	1078-DH
Origin	NPN	NPN	RNK	LD	RVM	LD	LD	NFK	LD	NPN	RNK	
Days of Operation	SaSu	SaSu	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	Sa	Daily	Fr
NORFOLK				|				1:46 PM				11:15 PM
PETERSBURG				11:28 AM		1:11 PM		3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS	7:50 AM	8:30 AM								5:05 PM		
WILLIAMSBURG	8:12 AM	8:52 AM								5:26 PM		
MAIN STREET	9:02 AM	9:42 AM			12:37 PM					6:21 PM		
STAPLES MILL ROAD	9:26 AM	10:19 AM		12:16 PM	1:12 PM	2:11 PM		3:54 PM	5:14 PM	6:51 PM		1:16 AM
ASHLAND	9:40 AM	10:33 AM		|	1:26 PM	|		4:09 PM	|	7:05 PM		
SPOTSYLVANIA	|	|		|		|		|	|	|		
FREDERICKSBURG	10:23 AM	11:18 AM		|	2:13 PM	3:07 PM		4:56 PM	|	7:50 PM		
LEELAND ROAD	|	|		|		|		|	|	|		
BROOKE	|	|		|		|		|	|	|		
QUANTICO	10:43 AM	11:39 AM		|	2:35 PM	3:29 PM		5:18 PM	|	8:16 PM		
POTOMAC SHORES	|	|		|				|	|	|		
RIPPON	|	|		|		|		|	|	|		
WOODBRIDGE	10:57 AM	11:54 AM		|	2:49 PM	|		5:31 PM	|	8:31 PM		
LORTON	|	|		|		|		|	|	|		
FRANCONIA-SPRINGFIELD	|	|		|		|		|	|	|		
ALEXANDRIA	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM	4:03 PM	6:02 PM	6:02 PM	7:07 PM	8:54 PM	9:29 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	11:44 AM	12:42 PM	1:37 PM	2:38 PM	3:40 PM	4:29 PM	6:19 PM	6:22 PM	7:42 PM	9:23 PM	10:00 PM	
Notes	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Exhibit B

Phase 2 Base Schedule - Weekdays

Southbound FD 36544

Timing of Slot Change		P1		AQ	AQ		P2					P2	P2								
Slot Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Train Type	VRE	REG	REG	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	C	P1	C	AQ	AQ	C	P2	C	C	C	C	P2	P2	C	C	C	C	C	C	C	C
Train Number	321	NEW	67	NEW	151	89	111	79	51	301	325	141	NEW	95	303	91	327	125	305	307	329
Final Destination	BRN	NFK	NPN	RNK	RVM	LD	RVM	LD	LD	SPY	BRN	RVM	SPY	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION	6:35 AM	6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	1:50 PM	2:05 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT	|	|	|	|	|	|	|	|	|	1:08 PM	1:23 PM	|	2:13 PM	|	2:48 PM	|	3:28 PM	|	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:20 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA	6:52 AM	7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:09 PM	2:28 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD		|	|		|	|	|	|		1:34 PM		|	2:39 PM	|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON		|	|		|	|	|	|		1:41 PM		|	2:46 PM	|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE		7:26 AM	7:56 AM		9:28 AM	|	11:01 AM	|		1:49 PM		2:27 PM	2:54 PM	3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON		|	|		|	|	|	|		1:53 PM		|	3:00 PM	|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES		|	|		|	|	|	|		*1:55 PM*		|		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO		7:38 AM	8:08 AM		9:40 AM	|	11:13 AM	11:56 AM		2:05 PM		2:39 PM	3:10 PM	3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE		|	|		|	|	|	|		2:19 PM		|	3:24 PM	|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD		|	|		|	|	|	|		2:28 PM		|	3:33 PM	|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG		8:02 AM	8:30 AM		10:05 AM	|	11:38 AM	12:19 PM		2:36 PM		3:04 PM	3:41 PM	3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA		|	|		|	|	|	|		2:47 PM		|	3:52 PM	|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND		8:45 AM	9:13 AM		10:48 AM	|	12:21 PM	|				3:46 PM		4:26 PM		|		5:32 PM			
STAPLES MILL ROAD		9:07 AM	9:39 AM		11:08 AM	12:19 PM	12:41 PM	1:36 PM				4:06 PM		4:53 PM		5:22 PM		6:06PM			
MAIN STREET			10:08 AM		11:37 AM		1:10 PM					4:35 PM						6:35 PM			
WILLIAMSBURG		|	11:00 AM													|		7:27 PM			
NEWPORT NEWS		|	11:31 AM													|		7:58 PM			
PETERSBURG		9:49 AM				12:54 PM		2:13 PM						5:30 PM		5:56 PM					
NORFOLK		11:33 AM				|		|						7:08 PM		|					
Notes	Existing Train	Activate at Phase 1- See notes 1 & 6	At Acquisition train will switch to NFK from NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At Phase 2 train terminates at RVM- See notes 1,3 & 7	Existing Train	Activate at completion of Phase 2- See note 1 & 7	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 2- See note 1 & 7	Activate at completion of Phase 2	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1	P2					P1	AQ			AQ						P1	P1	P1	P2	P1
Slot Number	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	*41*	42	43	44	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	REG	VRE
Slot Activation	P1	C	C	P1	P2	C	C	C	C	P1	AQ	C	C	AQ	C	C	C	C	C	*P1*	P1	P1	P2	P1
Train Number	NEW	309	171	NEW	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	*NEW*	129	NEW	193	NEW
Final Destination	SPY	SPY	RNK	BRN	SPY	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	RVM	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:00 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:08 PM	5:18 PM	5:28 PM	5:38 PM	|	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|	*8:08 PM*	|	9:58 PM		10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:15 PM	5:25 PM	5:35 PM	5:45 PM	|	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|	*8:15 PM*	|	10:05 PM		10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:23 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:19 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM			5:34 PM		5:54 PM		|		6:24 PM		6:44 PM			7:24 PM		|	|	*8:34 PM*	|			10:54 PM
LORTON	5:01 PM	5:21 PM			5:41 PM		6:01 PM		|		6:31 PM		6:51 PM			7:31 PM		|	|	*8:41 PM*	|			11:01 PM
WOODBRIDGE	5:09 PM	5:29 PM			5:49 PM		6:09 PM		6:18 PM		6:39 PM		6:59 PM			7:39 PM		7:50 PM	|	*8:49 PM*	9:27 PM		10:37 PM	11:09 PM
RIPPON	5:13 PM	5:33 PM			5:53 PM		6:13 PM		|		6:43 PM		7:03 PM			7:43 PM		|	|	*8:53 PM*	|			11:13 PM
POTOMAC SHORES	*5:15 PM*	*5:35 PM*			*5:55 PM*		*6:15 PM*		|		*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|	*8:55 PM*	|			*11:15 PM*
QUANTICO	5:25 PM	5:45 PM			6:05 PM		6:25 PM		6:31 PM		6:55 PM		7:15 PM			7:55 PM		8:02 PM	|	*9:05 PM*	9:39 PM		10:49 PM	11:25 PM
BROOKE	5:39 PM	5:59 PM			6:19 PM		6:39 PM		|		7:09 PM		7:29 PM			8:09 PM		|	|	*9:19 PM*	|			11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM			6:28 PM		6:48 PM		|		7:18 PM		7:38 PM			8:18 PM		|	|	*9:28 PM*	|			11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM			6:36 PM		6:56 PM		7:01 PM		7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:14 PM	11:56 PM
SPOTSYLVANIA	6:07 PM	6:27 PM			6:47 PM		7:07 PM		|		7:37 PM		7:57 PM			8:37 PM		|	|	*9:47 PM*	|			12:07 AM
ASHLAND									7:41 PM									9:10 PM	|		10:47 PM		11:57 PM	
STAPLES MILL ROAD									8:12 PM									9:32 PM	9:44 PM		11:07 PM		12:17 AM	
MAIN STREET																		9:56 PM			11:36 PM		12:46 AM	
WILLIAMSBURG																		10:52 PM						
NEWPORT NEWS																		11:23 PM						
PETERSBURG									8:49 PM										10:18 PM					
NORFOLK									10:27 PM										|					
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1 & 7	Activate at completion of Phase 1	Activate at completion of Phase 2- See note 1 & 7	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Northbound

FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change					P1						P1		P1	AQ		P1		P2			P2				
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	P2	C	C	P2	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	NEW	330	312	NEW	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	SPY	BRN	SPY	SPY	BRN	SPY	LD	RVM
NORFOLK																									
PETERSBURG							3:33 AM																		
NEWPORT NEWS																									
WILLIAMSBURG																									
MAIN STREET																	5:40 AM								6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM								7:25 AM
ASHLAND							|										6:19 AM								7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|	6:51 AM		7:06 AM	7:26 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM	7:02 AM		7:17 AM	7:37 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|	7:09 AM		7:24 AM	7:44 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|	7:15 AM		7:30 AM	7:50 AM		8:20 AM		
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM	7:28 AM		7:43 AM	8:03 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|	*7:34 AM*		*7:49 AM*	*8:09 AM*		*8:39 AM*		
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|	7:37 AM		7:52 AM	8:12 AM		8:42 AM		
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM	7:43 AM		7:58 AM	8:18 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|	7:50 AM		8:05 AM	8:25 AM		8:55 AM		
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|	7:58 AM		8:13 AM	8:33 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:15 AM	8:25 AM	8:45 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:19 AM	8:24 AM	8:34 AM	8:54 AM	9:04 AM	9:24 AM		
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:27 AM	8:32 AM	8:42 AM	9:02 AM	9:12 AM	9:32 AM		9:38 AM
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:35 AM	8:40 AM	8:50 AM	9:10 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1 & 7	Activate at completion of Phase 2	Existing Train	Existing Train	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	At completion of Phase 2 train will originate from RVM- See note 1 & 7

Northbound (continued)

Timing of Slot Change	AQ	P2			P1	P1					P1	AQ			P2		P1		AQ	P2
Slot Number	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	*87*	88	89	90
Train type	VRE	REG	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	REG	AMT	*VRE*	REG	REG	REG
Slot Activation	AQ	P2	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	P2	C	*P1*	C	AQ	P2
Train number	NEW	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	186	90	*NEW*	66	NEW	NEW
Origin	SPY	NPN	NFK	RNK	RVM	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	RVM	LD	*BRN*	NPN	RNK	RVM
NORFOLK			6:15 AM				9:30 AM	|				1:30 PM								
PETERSBURG			7:42 AM				10:57AM	11:28 AM	1:11 PM			2:57 PM				4:20 PM				
NEWPORT NEWS		6:22 AM				8:52 AM												4:50 PM		
WILLIAMSBURG		6:44 AM				9:13 AM												5:11 PM		
MAIN STREET		7:37 AM			9:02 AM	10:02 AM									4:02 PM			6:01 PM		8:02 PM
STAPLES MILL ROAD		8:12 AM	8:25 AM		9:27 AM	10:27 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			4:26 PM	5:14 PM		6:31 PM		8:26 PM
ASHLAND		8:26 AM	8:39 AM		9:44 AM	10:44 AM	11:54 AM	|	|			3:54 PM			4:40 PM	|		6:45 PM		8:39 PM
SPOTSYLVANIA	8:26 AM	|	|		|	|	|	|	|		4:06 PM	|			|	|		|		
FREDERICKSBURG	8:37 AM	9:13 AM	9:26 AM		10:33 AM	11:33 AM	12:40 PM	|	3:07 PM		4:17 PM	4:41 PM			5:23 PM	|		7:30 PM		9:22 PM
LEELAND ROAD	8:44 AM	|	|		|	|	|	|	|		4:24 PM	|			|	|		|		
BROOKE	8:50 AM	|	|		|	|	|	|	|		4:30 PM	|			|	|		|		
QUANTICO	9:03 AM	9:35 AM	9:48 AM		10:56 AM	11:56 AM	1:01 PM	|	3:29 PM		4:43 PM	5:03 PM			5:43 PM	|		7:56 PM		9:42 PM
POTOMAC SHORES	*9:09 AM*	|	|		|	|	|	|			|	|				|		|		
RIPPON	9:12 AM	|	|		|	|	|	|	|		|	|			|	|		|		
WOODBRIDGE	9:18 AM	9:49 AM	10:01 AM		11:11 AM	12:11 PM	1:14 PM	|	|		4:58 PM	5:16 PM			5:56 PM	|		8:11 PM		9:54 PM
LORTON	9:25 AM	|	|		|	|	|	|	|		|	|			|	|		|		
FRANCONIA-SPRINGFIELD	9:33 AM	|	|		|	|	|	|	|		5:13 PM	|			|	|		|		
ALEXANDRIA	9:45 AM	10:15 AM	10:32 AM	11:08 AM	11:33 AM	12:33 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	6:23 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM	10:18 PM
CRYSTAL CITY	9:54 AM	10:24 AM	|	|	11:39 AM	12:39 PM	|	|	|	|	5:34 PM	|	|	|	|	|	7:54 PM	|		
L'ENFANT	10:02 AM	10:32 AM	10:41 AM	11:17 AM	11:45 AM	12:45 PM	|	|	|	|	|	|	|	|	|	|	8:02 PM	8:47 PM		
UNION STATION	10:10 AM	10:40 AM	10:51 AM	11:23 AM	11:50 AM	12:50 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	6:48 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM	10:41 PM
Notes	Activate at Acquisition	Activate at completion of Phase 2- See notes 1 & 6	Existing Train- See note 1	Existing Train- See note 1	At completion of Phase 2 train will terminate at RVM- See notes 1,3,6, & 7	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- At Acquisition train will originate from NFK- See note 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 2- See note 1 & 7	Existing Train	Activate at completion of Phase 1- See note 1 & 4	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1, 6, & 7

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1, corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Confidential Business Information Redacted

Exhibit B

Phase 2 Base Schedule - Weekends

Southbound FD 36544

Timing of Slot Change	AQ		AQ		P2			P2				P1
Slot Number	2	3W	4	6	7	8	9	10W	11W	16	17W	21
Train Type	REG	REG	REG	AMT	REG	AMT	AMT	REG	REG	AMT	REG	VRE
Slot Activation	AQ	C	AQ	C	P2	C	C	P2	C	C	C	P1
Train Number	NEW	65	NEW	89	111	79	51	143	195	91	157	329
Final Destination	NFK	NPN	RNK	LD	RVM	NC	LD	RVM	RVM	LD	NFK	BRN
Days of Operation	Daily	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	SaSu	SaSu	Su	Daily
UNION STATION	6:50 AM	7:00 AM	8:40 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:50 PM	2:50 PM	3:10 PM	4:00 PM	4:10 PM
L'ENFANT	|	|	|	|	|	|	|	|		|		4:18 PM
CRYSTAL CITY	|	|	|	|	|	|	|	|		|		4:25 PM
ALEXANDRIA	7:08 AM	7:19 AM	8:59 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	2:09 PM	3:07 PM	3:28 PM	4:17 PM	4:33 PM
FRANCONIA-SPRINGFIELD	|	|		|	|	|		|	|	|	|	
LORTON	|	|		|	|	|		|	|	|	|	
WOODBRIDGE	7:26 AM	7:39 AM		|	11:01 AM	|		2:27 PM	3:25 PM	|	4:36 PM	
RIPPON	|	|		|	|	|		|	|	|	|	
POTOMAC SHORES	|			|	|	|		|	|	|	|	
QUANTICO	7:38 AM	7:51 AM		|	11:13 AM	11:56 AM		2:39 PM	3:38 PM	|	4:50 PM	
BROOKE	|	|		|	|	|		|	|	|	|	
LEELAND ROAD	|	|		|	|	|		|	|	|	|	
FREDERICKSBURG	8:02 AM	8:16 AM		|	11:38 AM	12:19 PM		3:04 PM	4:03 PM	|	5:12 PM	
SPOTSYLVANIA	|	|		|	|	|		|	|	|	|	
ASHLAND	8:45 AM	8:59 AM		|	12:21 PM	|		3:46 PM	4:46 PM	|	5:55 PM	
STAPLES MILL ROAD	9:07 AM	9:27 AM		12:19 PM	12:41 PM	1:36 PM		4:06 PM	5:08 PM	5:22 PM	6:25 PM	
MAIN STREET		9:59 AM			1:10 PM			4:35 PM	5:39 PM			
WILLIAMSBURG	|	10:52 AM								|		
NEWPORT NEWS	|	11:27 AM								|		
PETERSBURG	9:49 AM			12:54 PM		2:13 PM				5:56 PM	7:01 PM	
NORFOLK	11:33 AM			|		|				|	8:39 PM	
Notes	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See notes 1 & 6	Existing Train	Activate at completion of Phase 2- See notes 1 & 7	Existing Train- See note 1	Existing Train	Reactivate at completion of Phase 2- See note 1 & 7	Existing Train-Train will terminate at RVM at completion of Phase 2- See note 7	Existing Train	Existing Train- See note 1	Activate slot at completion of Phase 1

Southbound (continued)

Timing of Slot Change	P1			P1	P1	P1	P1				P1	P1	P2
Slot Number	22	23W	24W	27	28	33	34	36	37W	40	41W	42W	43W
Train Type	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG	REG
Slot Activation	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1	P2
Train Number	307	145-147	99	331	311	335	313	19	87	97	163/189	149/159	135
Final Destination	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM	RVM
Days of Operation	Daily	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu	SaSu
UNION STATION	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM	10:00 PM
L'ENFANT	4:28 PM	|	|	5:18 PM	5:28 PM	6:08 PM	6:18 PM	|	|	|	|	|	|
CRYSTAL CITY	4:35 PM	|	|	5:25 PM	5:35 PM	6:15 PM	6:25 PM	|	|	|	|	|	|
ALEXANDRIA	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM	10:19 PM
FRANCONIA-SPRINGFIELD	4:54 PM		|		5:54 PM		6:44 PM		|	|	|	|	|
LORTON	5:01 PM		|		6:01 PM		6:51 PM		|	|	|	|	|
WOODBRIDGE	5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM	|	8:30 PM	9:37 PM	10:37 PM
RIPPON	5:13 PM		|		6:13 PM		7:03 PM		|	|	|	|	|
POTOMAC SHORES	*5:15 PM*		|		*6:15 PM*		*7:05 PM*		|	|	|	|	|
QUANTICO	5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM	|	8:42 PM	9:49 PM	10:49 PM
BROOKE	5:39 PM		|		6:39 PM		7:29 PM		|	|	|	|	|
LEELAND ROAD	5:48 PM		|		6:48 PM		7:38 PM		|	|	|	|	|
FREDERICKSBURG	5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM	11:14 PM
SPOTSYLVANIA	6:07 PM		|		7:07 PM		7:57 PM		|	|	|	|	|
ASHLAND			6:56 PM						8:56 PM	|	9:50 PM	10:57 PM	11:57 PM
STAPLES MILL ROAD			7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM	12:17 AM
MAIN STREET			7:46 PM								10:41 PM	11:46 PM	12:46 AM
WILLIAMSBURG			8:39 PM								11:33 PM		
NEWPORT NEWS			9:12 PM								12:04 AM		
PETERSBURG									10:00 PM	10:18 PM			
NORFOLK									11:38 PM	|			
Notes	Activate slot at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See notes 1 & 7	Activate at completion of Phase 2- See notes 1 & 7

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Northbound FD 36544

Confidential Business Information Redacted

Exhibit B

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W
Train type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1
Train number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194-96	156	92	126/146
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM
Days of Operation		Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu
NORFOLK											6:15 AM				|	
PETERSBURG	3:33 AM										7:42 AM				11:28 AM	
NEWPORT NEWS												7:22 AM	8:30 AM			
WILLIAMSBURG												6:44 AM	8:52 AM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM		|	1:26 PM
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|	|	|		|	
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM		|	2:13 PM
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|	|	|		|	
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|	|	|		|	
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM		|	2:35 PM
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|	|	|		|	
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|	|	|		|	
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM		|	2:49 PM
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|	|	|		|	
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|	|	|		|	
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|	|	|	|	|	|
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|	|	|	|	|	|
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:49 AM	11:44 AM	12:20 PM	1:37 PM	2:38 PM	3:40 PM
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See notes 1 & 7	Activate slot on weekends at completion of Phase 1	Existing Train- See notes 1 & 7	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	At completion of Phase 1 originate from NPN- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1

Northbound (continued)

Timing of Slot Change		P2		AQ		P2		AQ	P2	
Slot Number	79	81W	83	84W	86	85W	88	89	90	DH
Train type	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG
Slot Activation	C	P2	C	AQ	C	P2	C	AQ	P2	C
Train number	80	NEW	50	124	90	NEW	66	NEW	NEW	1078-DH
Origin	LD	RVM	LD	NFK	LD	RVM	NPN	RNK	RVM	
Days of Operation	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Daily	Daily	Fr
NORFOLK	|			1:46 PM	|					11:15 PM
PETERSBURG	1:11 PM			3:13 PM	4:20 PM					12:40 AM
NEWPORT NEWS							5:05 PM			
WILLIAMSBURG							5:26 PM			
MAIN STREET		2:06 PM				5:06 PM	6:21 PM		8:02 PM	
STAPLES MILL ROAD	2:11 PM	2:36 PM		3:54 PM	5:14 PM	5:36 PM	6:51 PM		8:26 PM	1:16 AM
ASHLAND	|	2:50 PM		4:09 PM	|	5:50 PM	7:05 PM		8:39 PM	
SPOTSYLVANIA	|			|	|		|		|	
FREDERICKSBURG	3:07 PM	3:35 PM		4:56 PM	|	6:35 PM	7:50 PM		9:22 PM	
LEELAND ROAD	|			|	|		|		|	
BROOKE	|			|	|		|		|	
QUANTICO	3:29 PM	4:01 PM		5:18 PM	|	7:01 PM	8:16 PM		9:42 PM	
POTOMAC SHORES				|	|		|		|	
RIPPON	|			|	|		|		|	
WOODBRIDGE	|	4:16 PM		5:31 PM	|	7:16 PM	8:31 PM		9:54 PM	
LORTON	|			|	|		|		|	
FRANCONIA-SPRINGFIELD	|			|	|		|		|	
ALEXANDRIA	4:03 PM	4:39 PM	6:02 PM	6:02 PM	7:07 PM	7:39 PM	8:54 PM	9:29 PM	10:18 PM	
CRYSTAL CITY	|		|	|	|		|	|	|	
L'ENFANT	|		|	|	|		|	|	|	
UNION STATION	4:29 PM	5:08 PM	6:19 PM	6:22 PM	7:42 PM	8:08 PM	9:23 PM	10:00 PM	10:41 PM	
Notes	Existing Train	Activate at Phase 2- See notes 1, 6, & 7	Existing Train	Activate at Acquisition- See note 1	Existing Train	Activate at completion of Phase 2- See notes 1, 6, & 7	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1,6, & 7	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News, upon completion of phase 2 Slot 5 (Train 151) will terminate at RVM, Slot 75 (NEW Train) will originate from RVM
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

POST-ACQUISITION - ESTIMATED TIMEFRAME 2021

Acquisition Of Right-Of-Way

- ~ Half of RF&P Corridor (Washington, DC to Petersburg, VA)
- S-Line Corridor (Petersburg, VA to Ridgeway, NC)
- Buckingham Branch Corridor (Doswell, VA to Clifton Forge, VA)

RF&P SUBDIVISON

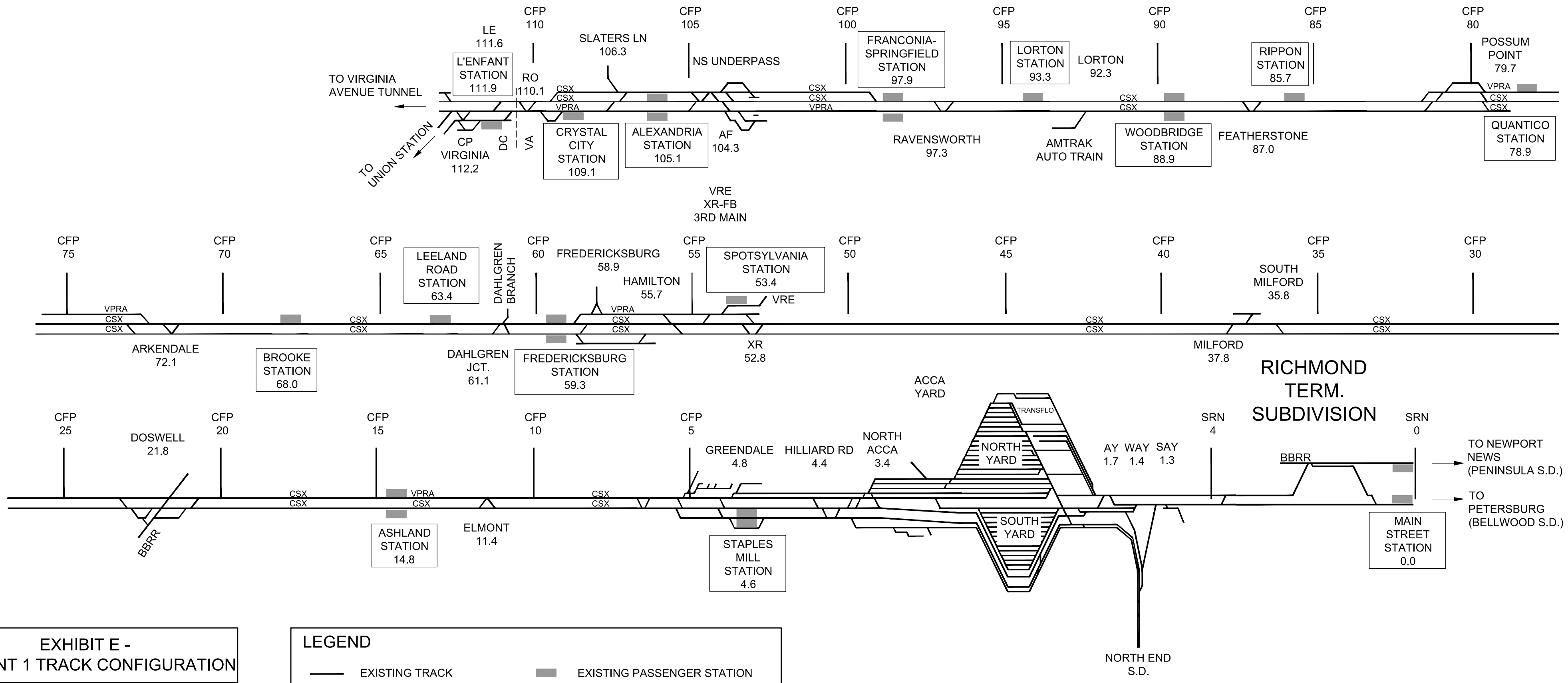


EXHIBIT E -
SEGMENT 1 TRACK CONFIGURATION

3/24/21

Sheet 1 of 5

LEGEND

—	EXISTING TRACK	▬	EXISTING PASSENGER STATION
—	PHASE 1	▨	EXISTING PASSENGER STATION TO BE REMOVED
—	PHASE 2	🟩	UPGRADED PASSENGER STATION
—	PHASE 3	🟩	PROPOSED PASSENGER STATION
—	PHASE 4	▭	TRACK FLYOVER BRIDGE
— —	SHIFTED TRACK	⟋	TURNOUT

SCHEMATIC NOT DRAWN TO SCALE

PHASE 1 - ESTIMATED TIMEFRAME 2026

Phase 1 Infrastructure Improvements

- Long Bridge AF-CP Virginia (In Progress)
  - Alexandria Fourth Track AF-RO (Complete)
- Franconia-Springfield Bypass (Complete)
- Franconia to Lorton Third Track (Complete)
- Potomac Creek Third Track South (Siding A) (Complete)
- Woodford to Milford Third Track (Siding B) (Complete)
- Hanover Third Track (Siding C) (Complete)

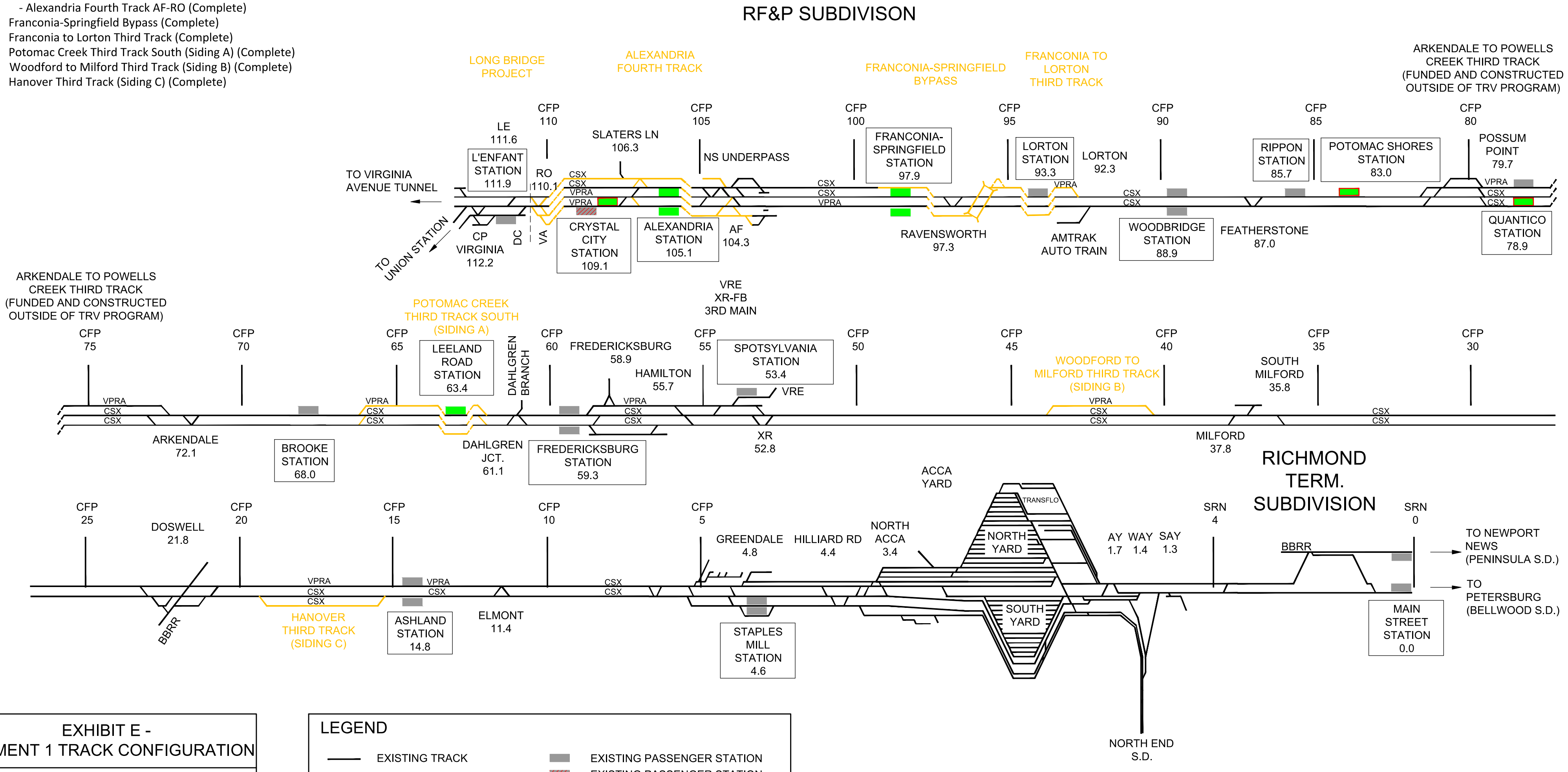


EXHIBIT E -
SEGMENT 1 TRACK CONFIGURATION

3/24/21

Sheet 2 of 5

LEGEND

- EXISTING TRACK
- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- SHIFTED TRACK
- EXISTING PASSENGER STATION
- EXISTING PASSENGER STATION TO BE REMOVED
- UPGRADED PASSENGER STATION
- PROPOSED PASSENGER STATION
- TRACK FLYOVER BRIDGE
- TURNOUT

SCHEMATIC NOT DRAWN TO SCALE

PHASE 2 - ESTIMATED TIMEFRAME 2030

Phase 1 Infrastructure Improvements

- Long Bridge AF-CP Virginia (Complete)
  - Long Bridge RO-LE (Complete)
  - L'Enfant Fourth Track LE-CP Virginia (Complete)

Phase 2 Infrastructure Improvements

- Neabsco Creek to Woodbridge Third Track (Siding D) (Complete)
- Aquia Creek Third Track South (Siding E) (Complete)
- Crossroads Third Track (Siding F) (Complete)

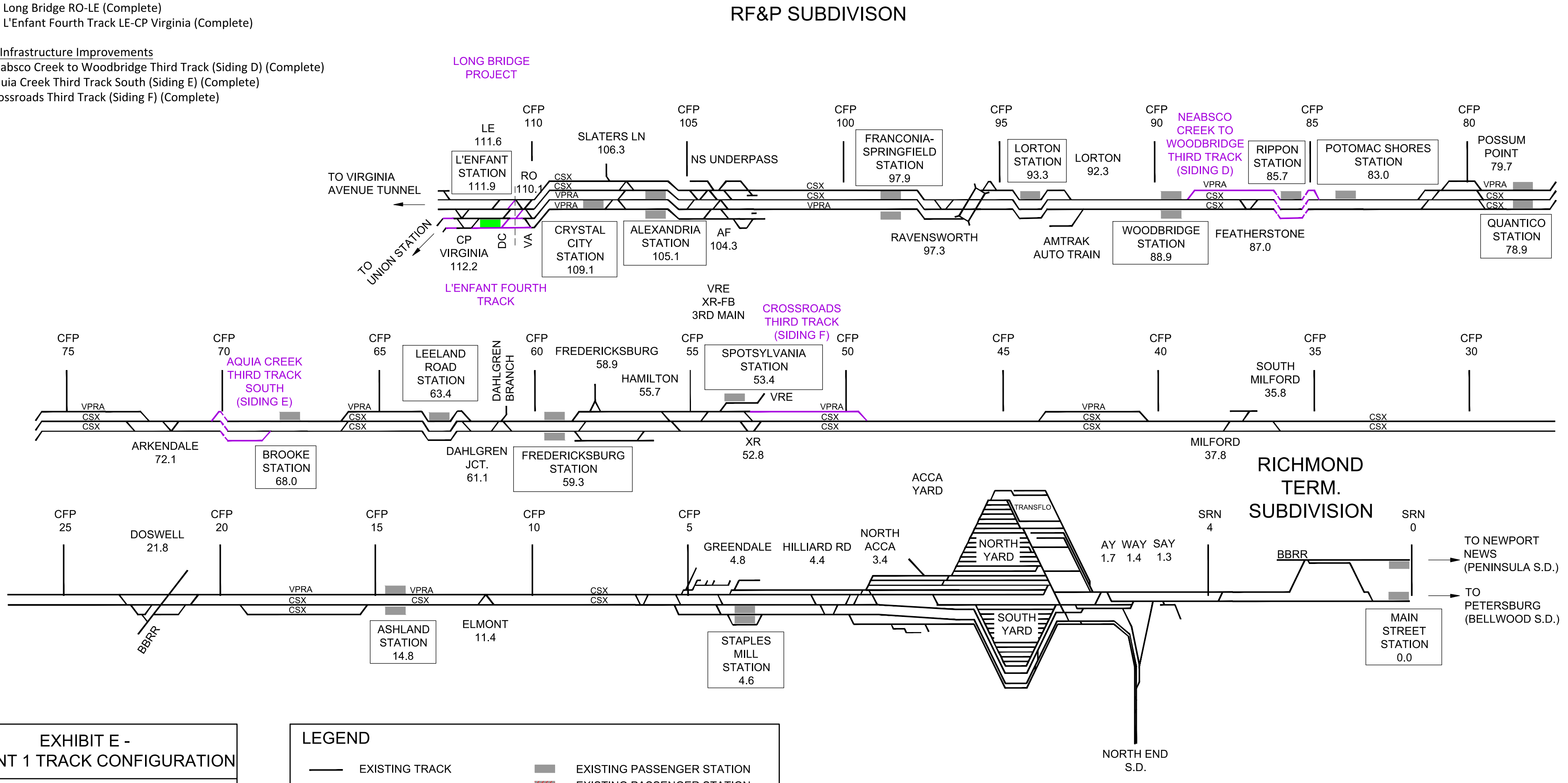


EXHIBIT E - SEGMENT 1 TRACK CONFIGURATION

3/24/21

Sheet 3 of 5

LEGEND

—	EXISTING TRACK	▬	EXISTING PASSENGER STATION
—	PHASE 1	▨	EXISTING PASSENGER STATION TO BE REMOVED
—	PHASE 2	🟩	UPGRADED PASSENGER STATION
—	PHASE 3	🟩	PROPOSED PASSENGER STATION
—	PHASE 4	▭	TRACK FLYOVER BRIDGE
— —	SHIFTED TRACK	⟋	TURNOUT

SCHEMATIC NOT DRAWN TO SCALE

PHASE 3 - ESTIMATED TIMEFRAME TBD

Phase 3 Infrastructure Improvements

- Powells Creek to Neabsco Creek Third Track (Complete)
- Occoquan River Third Track(Complete)

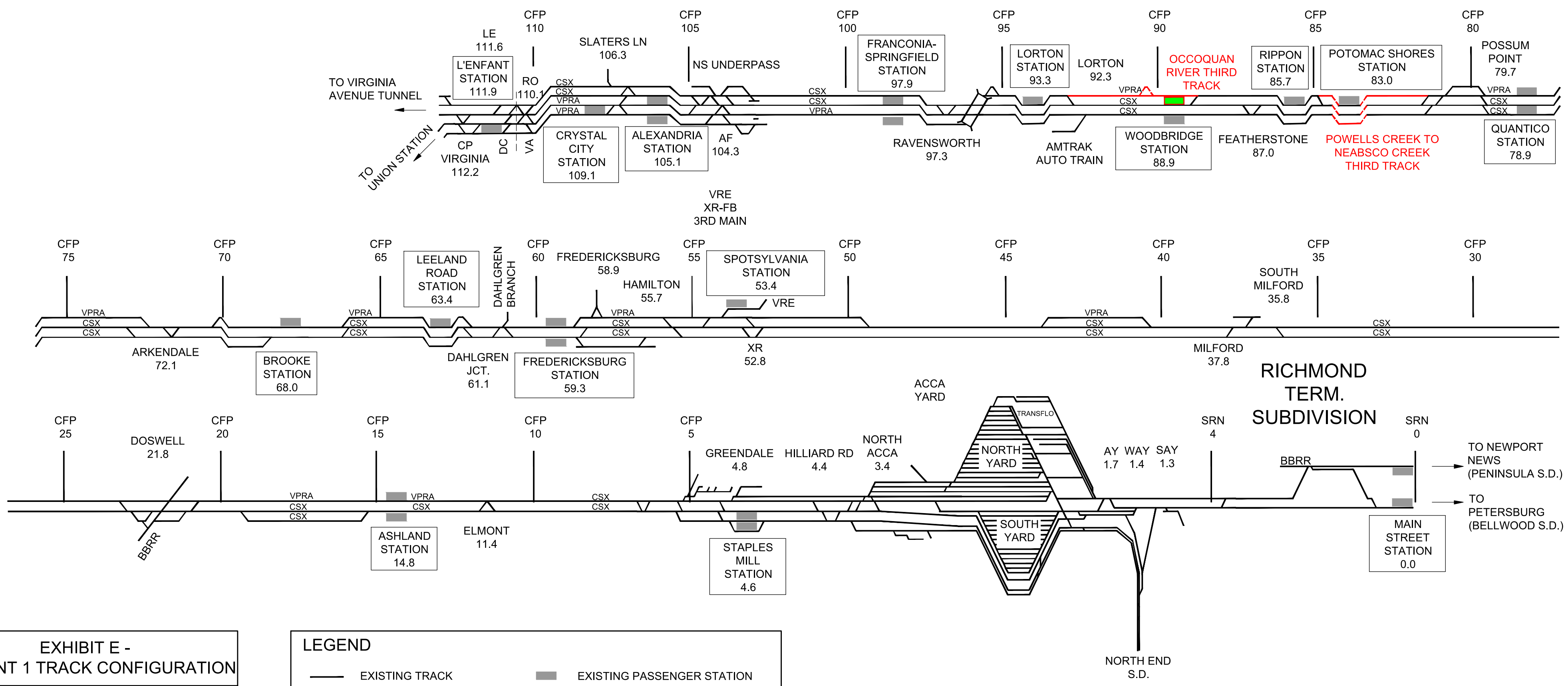


EXHIBIT E -
SEGMENT 1 TRACK CONFIGURATION

3/24/21

Sheet 4 of 5

LEGEND

—	EXISTING TRACK	▬	EXISTING PASSENGER STATION
—	PHASE 1	▨	EXISTING PASSENGER STATION TO BE REMOVED
—	PHASE 2	🟩	UPGRADED PASSENGER STATION
—	PHASE 3	🟩	PROPOSED PASSENGER STATION
—	PHASE 4	▭	TRACK FLYOVER BRIDGE
— —	SHIFTED TRACK	⟋	TURNOUT

SCHEMATIC NOT DRAWN TO SCALE

PHASE 4 - ESTIMATED TIMEFRAME TBD

Phase 4 Infrastructure Improvements
- Aquia Creek Third Track North (Complete)
- Potomac Creek Third Track North (Complete)
- Rappahannock River Third Track (Complete)

RF&P SUBDIVISON

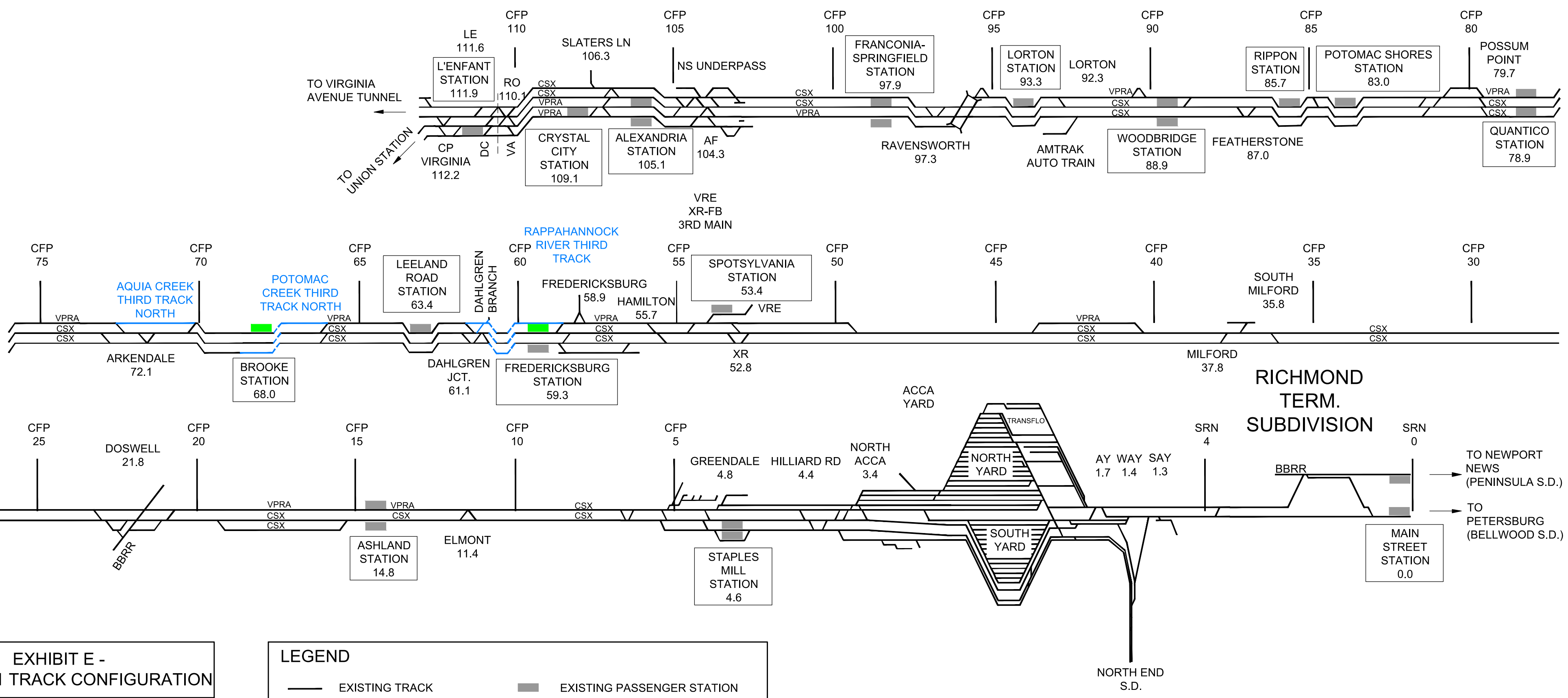


EXHIBIT E -
SEGMENT 1 TRACK CONFIGURATION

3/24/21

Sheet 5 of 5

LEGEND

──	EXISTING TRACK	▬	EXISTING PASSENGER STATION
──	PHASE 1	▨	EXISTING PASSENGER STATION TO BE REMOVED
──	PHASE 2	🟩	UPGRADED PASSENGER STATION
──	PHASE 3	🟩	PROPOSED PASSENGER STATION
──	PHASE 4	▭	TRACK FLYOVER BRIDGE
— —	SHIFTED TRACK	⟋	TURNOUT

SCHEMATIC NOT DRAWN TO SCALE

Exhibit E-1

Design, Procurement and Construction Responsibility Matrix

Project ID	Project Name	Beg. MP	End MP	Phase	Design Responsibility*	Construction Responsibility*
R01A	L'Enfant Fourth Track and Station Improvements	111.5	112.4	2	VRE	VRE
R02A	Long Bridge Project	110.1	111.5	2	DRPT	DRPT
R03A	Alexandria Fourth Track	104.1	110.1	1	CSXT	CSXT
R03A	Alexandria Fourth Track - Early Works			1	DRPT	VDOT
R05A	Franconia to Lorton Third Track	92.3	99.0	1	CSXT	CSXT
R05B	Franconia-Springfield Bypass	96.4	97.3	1	DRPT	DRPT
R05C	Railroad Bridges Over Newington Road	95.3	96.2	1	CSXT	CSXT
R06B	Railroad Bridges Over Route 1**	90.1	91.1	1/2**	CSXT	CSXT
R10B	Potomac Creek Third Track - South (Siding A)	61.3	65.2	1	CSXT	CSXT
R13C	Woodford to Milford Third Track (Siding B)	40.4	43.5	1	CSXT	CSXT
R13D	Hanover Third Track (Siding C)	15.8	18.7	1	CSXT	CSXT
R7A	Neabsco Creek to Woodbridge Third Track (Siding D)	84.9	88.0	2	CSXT	CSXT
R9A	Aquia Creek Third Track - South (Siding E)	68.5	70.8	2	CSXT	CSXT
R13B	Crossroads Third Track (Siding F)	48.7	53.0	2	CSXT	CSXT

* Responsibility is subject to modification as projects are developed and progressed into design and construction

**Project R06B "Railroad Bridges Over Route 1" was originally planned for Phase 3 but will be delivered by DRPT prior to the end of Phase 2. The delivery of this project is not tied to the increases in service associated with the completion of the Phase 1 and 2 projects.

Exhibit E-2

Transforming Rail in Virginia Financial Plan

Project Name	**Estimated Total Project Cost (YOE $s)**
Phase 1	
Alexandria Fourth Track	$[redacted]
Franconia to Lorton Third Track	$[redacted]
Franconia-Springfield Bypass	$297,991,000
Railroad Bridges Over Newington Road	$[redacted]
Potomac Creek Third Track - South (Siding A)	$[redacted]
Woodford to Milford Third Track (Siding B)	$[redacted]
Hanover Third Track (Siding C)	$[redacted]
Subtotal	**$**[redacted]
Phase 2	
L'Enfant Fourth Track and Station Improvements*	$22,406,000
Long Bridge Project	$2,039,258,000
Neabsco Creek to Woodbridge Third Track (Siding D)	$[redacted]
Aquia Creek Third Track - South (Siding E)	$[redacted]
Crossroads Third Track (Siding F)	$[redacted]
Subtotal	**$**[redacted]
Total	**$**[redacted]

*L'Enfant Fourth Track and Station Improvements is a VRE project. Estimated cost shown represents the TRV-funded portion of the total project cost. Total estimated project cost is $84,590,000.

Exhibit E-3

Project Funding for Unconfirmed Track Separation Distances (Phases 1 and 2)

Project Name	Construction Cost Estimate (YOE $s)*	CSXT Construction Contingency Reserve (10%) (YOE $s)	Total Estimated Design Cost (YOE $s)**	Estimated DRPT PM and DRPT Contingency (YOE $s)***	Estimated Total Project Cost (YOE $s)
Phase 1					
Potomac Creek Third Track - South (Siding A)	$[redacted]	$[redacted]	$[redacted]	$20,164,200	$[redacted]
Hanover Third Track (Siding C)	$[redacted]	$[redacted]	$[redacted]	$11,262,900	$[redacted]
Subtotal	**$[redacted]**	**$[redacted]**	**$[redacted]**	**$31,427,100**	**$[redacted]**
Phase 2					
Neabsco Creek to Woodbridge Third Track (Siding D)	$[redacted]	$[redacted]	$[redacted]	$17,463,200	$[redacted]
Aquia Creek Third Track - South (Siding E)	$[redacted]	$[redacted]	$[redacted]	$10,199,400	$[redacted]
Crossroads Third Track (Siding F)	$[redacted]	$[redacted]	$[redacted]	$17,940,700	$[redacted]
Subtotal	**$[redacted]**	**$[redacted]**	**$[redacted]**	**$45,603,300**	**$[redacted]**
Total	**$[redacted]**	**$[redacted]**	**$[redacted]**	**$77,030,400**	**$[redacted]**

* Includes the cost of ROW acquisition.

** CSXT design costs are a sub-set of the estimated design cost shown in column #4 above, and will be established pursuant to the Authorization Notice as an addendum to the Master Engineering Agreement for each Project.

*** DRPT PM and DRPT Contingency funds are controlled by DRPT and are not available to pay for costs to achieve greater track separation.

Exhibit E-4

Confirmed Track Separation Distances Less Than 15 Feet (Phases 1 and 2)

I. L'Enfant Fourth Track and Station Improvements

The existing three track corridor, between CSXT Mileposts CFP 111.7 – CFP 112.35, includes mainline track centers spaced approximately 13 feet measured from centerline of track to centerline of track and the existing bridges associated with this project are four-track bridges located above 2nd Street, 3rd Street, 4th Street, and 6th Street. The existing raised structures are designed to accommodate a four-track corridor at substandard (13'-0") track center spacing. The existing track infrastructure including the siding track currently being used for VRE midday train storage is being conveyed from CSXT to DRPT as-is and the construction of the fourth track is proposed to tie into the existing siding track spaced approximately 13 feet from the centerline of the nearest mainline track. As a result of the existing infrastructure constraints, the proposed track centers do not meet the CSX Standard of 15 feet measured from centerline of track to centerline of track.

II. Long Bridge Project

The existing corridor under the Maryland Avenue Overbuild, between CSXT Mileposts 111.2 – CFP 111.7, consists of two (2) CSXT mainline tracks spaced approximately 13 feet measured from centerline of track to centerline of track in one portal under the Maryland Avenue overbuild, and one stub track in a parallel portal north of the CSXT mainline portal, which is separated by a series of structural columns. Adding the proposed third track in the existing mainline portal requires shifting the two existing tracks. The proposed fourth track will tie into the existing stub track in the northern portal which is not wide enough to accommodate more than one track. As a result of the existing infrastructure constraints, the proposed track centers do not meet the CSX Standard of 15 feet measured from centerline of track to centerline of track and the horizontal clearances do not meet the CSX Standard of 9 feet from the centerline of track to an obstruction. The Long Bridge Project proposes to increase the existing spacing of tracks to approximately 14 feet between track centers while maintaining a minimum clearance of 7.5 feet from the existing horizontal obstruction.

Conditions to Approval Of Deviations Required By The Proposed Long Bridge and L'Enfant 4th Track Project

Between CFP - 111.2 and CFP - 112.35 (the "Exhibit E-4 Locations")

1. The three tracks in the east bay of the tunnel underlying Maryland Avenue SW must be constructed with a minimum 14-foot track centers and 7.5-foot lateral clearance.

2. DRPT will design and construct crash walls as required by the Applicable Project Standards (as defined in the Master Engineering Agreements).

3. If required by the Applicable Project Standards, DRPT will construct a crash wall to protect the Mandarin Hotel and any other occupied or bridge structure along the entire area in which a railroad track will be operated within 25-feet.

4. DRPT will install automatic railroad clearance detectors based on the updated horizontal clearances identified in the PE design phase. Further, existing CSXT automatic railroad clearance detector locations will be identified and assessed to determine their feasibility and suitability for continued use.

5. DRPT will work with CSXT to determine where additional safety and security lighting is appropriate.

6. DRPT will work with CSXT to assess lighted and prominent close clearance signs at and approaching the substandard lateral clearance areas. DRPT will implement such signage as required by the Applicable Project Standards.

7. DRPT will work with CSXT to assess the need for enhanced security fencing and will implement such fencing as required as part of the ROD commitments and ongoing mitigation efforts.

8. DRPT will install railroad rail "friction modifiers" as required through the ROD commitments and ongoing mitigation efforts, to help mitigate rail wear, noise, and vibration. CSXT and DRPT will each maintain the friction modifiers on their respective tracks.

9. Agreement by DRPT that the configuration permitted by this Exhibit E-4 will not set a precedent for other Long Bridge Project areas or other projects.

10. The parties affirmatively acknowledge that CSXT's approval of the proposed design exception is not intended to shift responsibility to CSXT for incidents or damages to the Maryland Avenue overhead structures, DDOT structures, the existing and proposed Portals V structures, or any other structures resulting from CSXT's approval.

11. DRPT will obtain and maintain insurance in the types and amounts required by Section 13.3 of the Joint Operating and Maintenance Agreement. Specifically, the liability insurance obtained and maintained by DRPT will cover specific tortious injuries to third parties, including injuries and damage to adjacent property owners caused by noise and vibration issues arising from shifting the existing tracks closer to the Mandarin Hotel and other buildings.

12. Agreement by DRPT that at such time in the future when the existing Maryland Avenue SW overhead bridge structures are proposed to be reconstructed, that it will support, or cause DDOT to support, CSXT's efforts to ensure a minimum 15-foot track centers and 9-foot lateral clearances for the tracks underlying the newly-reconstructed structures.

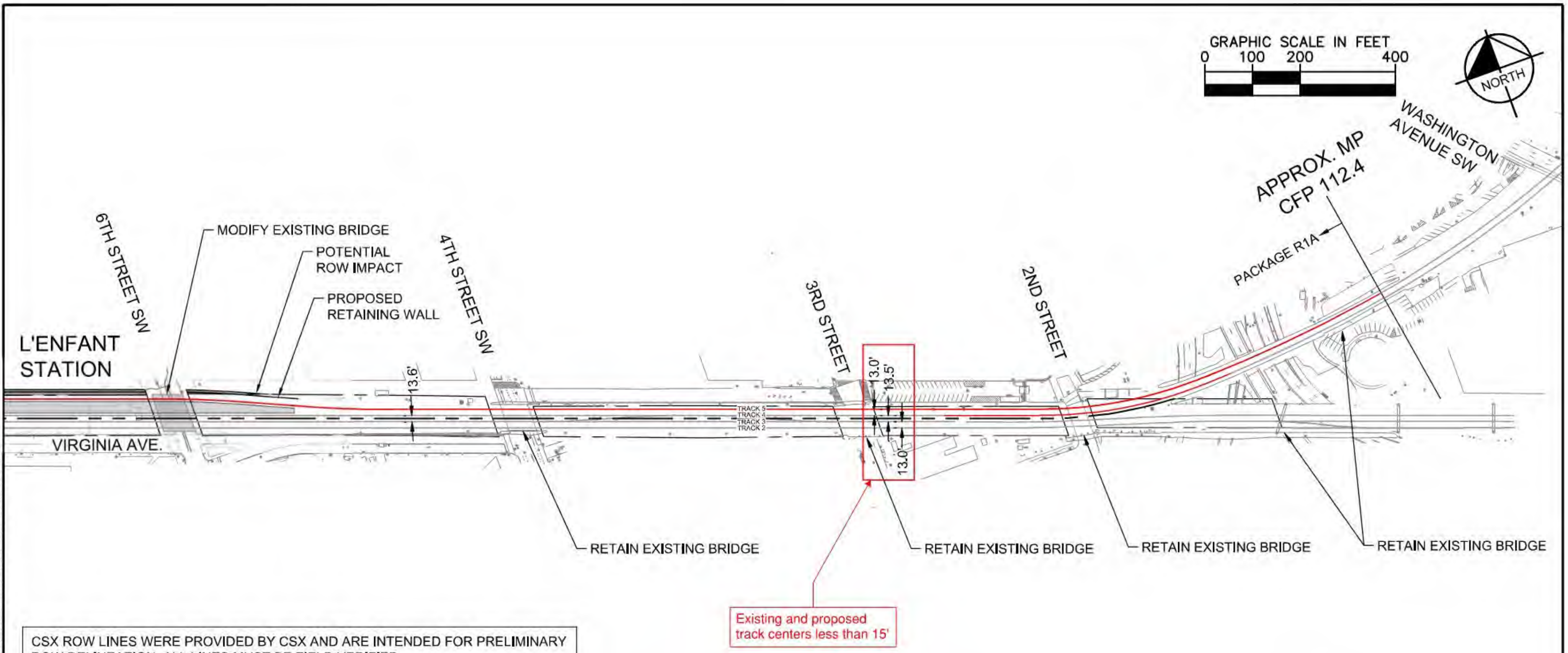
13. Agreement by DRPT that during final design of the Long Bridge Project, best efforts will be made to maximize the lateral clearance in this area to the extent possible without compromising track centers. In other words, increasing lateral clearance to greater than 7.5-feet would be prioritized, but only to the extent that the 14-foot track centers would not be reduced in any area.

14. Due to the significant existing constraints between CFP 111.3 and CFP 112.35, CSXT will approve a reduction in the track centers of newly constructed track so long as the final design will seek to maximize the track centers through this area, but in no case may the 4th Track be

constructed with track centers less than current track centers between the current Track 3 and VRE Siding. DRPT shall not reduce any existing track centers as a result of this new track.

The CSXT approvals and conditions outlined above do not relieve DRPT of securing any necessary approvals from any other impacted parties or regulatory agencies. CSXT reserves the right to review and approve the new Long Bridge and L'Enfant Fourth Track designs in accordance with the applicable Master Engineering Agreements and/or Master Construction Agreements for safety and operational needs to support CSXT's ability to use the existing and future rail assets.
In the event there is a conflict between the terms of this Exhibit E-4 and the Agreement, or any Ancillary Agreement, the terms of this Exhibit E-4 will govern with respect to the Exhibit E-4 Locations.

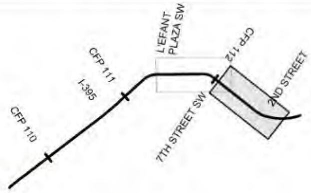
L’Enfant Fourth Track and Station Improvements



CSX ROW LINES WERE PROVIDED BY CSX AND ARE INTENDED FOR PRELIMINARY ROW DELINEATION. ALL LINES MUST BE FIELD VERIFIED.

COORDINATE SYSTEM: NAD83 MARYLAND STATE PLANE, NORTH ZONE, US FOOT

KEY MAP



——	EXISTING TRACK	— - - —	CSX-VPRA DELINEATION
——	PROPOSED TRACK	▬ ▬ ▬	JURISDICTION LINE (FROM GIS)
- - - -	SHIFTED TRACK		
— - —	CSX ROW		

JURISDICTION: Washington, D.C.

ENHANCED VAL MAPS - DESIGN

R1A - L'ENFANT FOURTH TRACK AND STATION IMPROVEMENTS

CSX VAL MAP: V47173

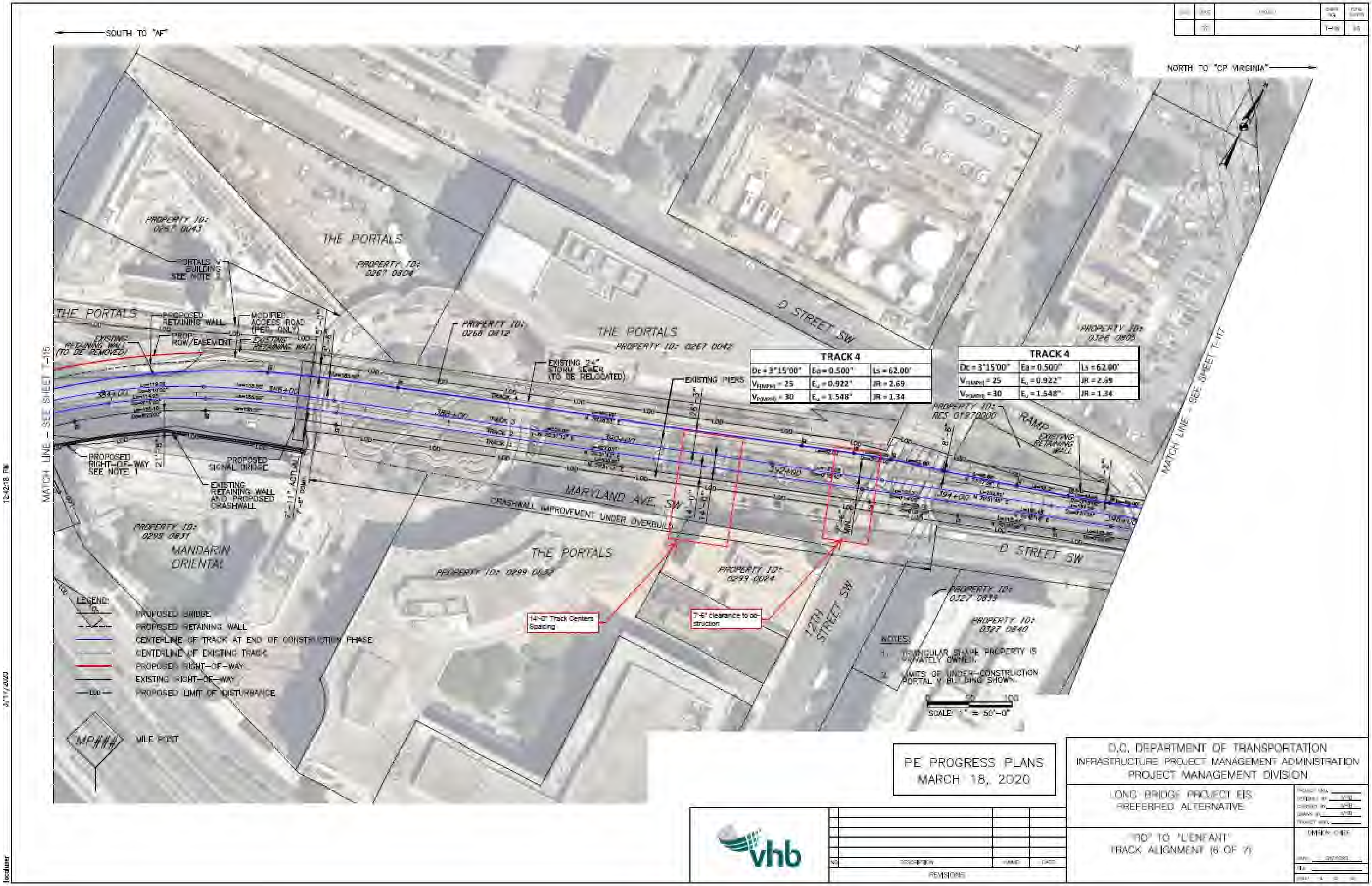
DATE: 1/25/2021

Kimley»Horn

SHEET
EV-001
OF
EV-283

Exhibit B

Long Bridge Project



TRACK 4

Dc = 3°15'00"	Ea = 0.500"	Ls = 62.00'
$V_{T(MPH)}$ = 25	E_u = 0.922"	JR = 2.69
$V_{P(MPH)}$ = 30	E_u = 1.548"	JR = 1.34

TRACK 4

Dc = 3°15'00"	Ea = 0.500"	Ls = 62.00'
$V_{T(MPH)}$ = 25	E_u = 0.922"	JR = 2.69
$V_{P(MPH)}$ = 30	E_u = 1.548"	JR = 1.34

LEGEND:

―	PROPOSED BRIDGE
- - -	PROPOSED RETAINING WALL
―	CENTERLINE OF TRACK AT END OF CONSTRUCTION PHASE
―	CENTERLINE OF EXISTING TRACK
―	PROPOSED RIGHT-OF-WAY
―	EXISTING RIGHT-OF-WAY
—LOD—	PROPOSED LIMIT OF DISTURBANCE
MP###	MILE POST

NOTES:

1. TRIANGULAR SHAPE PROPERTY IS PRIVATELY OWNED.
2. LIMITS OF UNDER-CONSTRUCTION PORTAL V BUILDING SHOWN.

PE PROGRESS PLANS
MARCH 18, 2020

D.C. DEPARTMENT OF TRANSPORTATION
INFRASTRUCTURE PROJECT MANAGEMENT ADMINISTRATION
PROJECT MANAGEMENT DIVISION

LONG BRIDGE PROJECT EIS
PREFERRED ALTERNATIVE

"RO" TO "L'ENFANT"
TRACK ALIGNMENT (6 OF 7)

NO.	DESCRIPTION	NAME	DATE

REVISIONS

DESIGNED BY: VHB
CHECKED BY: VHB
DRAWN BY: VHB
DIVISION CHIEF

EXHIBIT F

THIRD PARTY ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, this [●] day of [●], 202[●] (the "Effective Date"), in connection with that certain Comprehensive Rail Agreement dated as of [●] by and between CSX Transportation, Inc., ("Assignor") and Virginia Department of Rail and Public Transportation, (the "Conveyance Agreement"), Assignor and Virginia Passenger Rail Authority ("Assignee") have entered into this Third Party Assignment and Assumption Agreement (the "Assignment").

1. Fully-Assigned Agreements. Assignor does hereby fully assign unto Assignee all right, title and interest of Assignor in contract(s), agreement(s), lease(s), license(s), occupancy agreement(s), permit(s) or easement(s), indicated on Appendix A-1, attached hereto and made a part hereof (the "Fully-Assigned Agreements").

2. Partially-Assigned Agreements. Assignor does hereby partially assign unto Assignee the right, title, and interest of Assignor in those agreements, leases, licenses and ordinances indicated on Appendix A-2, attached hereto and made a part hereof (the "Partially-Assigned Agreements," and together with the Fully Assigned Agreements, the "Assigned Agreements"). With respect to such partial assignment, Assignor's intent is to assign only so much of the agreements indicated on Appendix A-2 as affects Segment [●] as defined in the Conveyance Agreement. This Assignment is not intended to assign or transfer and shall not be construed as assigning or transferring any of Assignor's rights and interests in (i) those portions of any agreement that do not pertain to Segment [●] or (ii) the Retained Agreements listed in Appendix A-3, attached ("Retained Agreements").

3. No Freight Transportation Contracts Assigned. For the avoidance of doubt, Assigned Agreements shall not include freight transportation contracts with rail customers.

4. Acceptance of Assignment. Effective upon Sale Date [●], as defined in the Conveyance Agreement, to the fullest legal extent, (i) Assignee hereby accepts the assignment and transfer by Assignor and assumes all of Assignor's obligations and

liabilities arising under or connected with the Assigned Agreements and which occur on or after Sale Date [●], and (ii) agrees to perform all of the Assignor's responsibilities and obligations under the Assigned Agreements occurring on or after Sale Date [●]. All rights and obligations under the Assigned Agreements arising prior to Sale Date [●] shall remain the rights and obligations of Assignor and not Assignee. All rights and obligations under the Assigned Agreements arising after Sale Date [●] shall be the rights and obligations of Assignee and not Assignor.

5. Assignor's Continuing Responsibilities. Assignor shall assume responsibility for any and all claims, liabilities, and costs (including reasonable attorneys' fees) arising out of or relating to Assignor's failure to perform any duty or obligation under the Assigned Agreements which was to have been complied with or performed before Sale Date [●].

6. Assignee's Responsibilities. Assignee shall assume responsibility for any and all claims, liabilities, and costs (including reasonable attorneys' fees) arising out of or relating to Assignee's failure to perform any duty or obligation assumed by Assignee under the Assigned Agreements, which occurs on or after Sale Date [●].

7. Joint Notice to Counterparties. Within thirty (30) days after Sale Date [●], Assignor and Assignee shall deliver a joint written notice of this Assignment to each lessee, licensee, or grantee to the current address of each.

8. Review by Assignee. Assignor makes no representations or warranties of any kind regarding the quality, content, or duration of the Assigned Agreements. Assignee has reviewed the Assigned Agreements and is relying on such review for all purposes whatsoever, including, without limitation, the determination of the scope, duration, character, condition, and suitability of the Assigned Agreements.

9. Future Work and Actions. For certain of the Assigned Agreements, there may be work or actions required thereunder not fully completed or taken as of the date of this Assignment. Assignee shall be responsible for any work or actions under such agreements not performed or taken as of the date of this Assignment, and shall look

solely to the counterparty under the Assigned Agreements for compensation, if any, in connection therewith. Any and all prepaid fees, charges, rent or income under any of the Assigned Agreements due or payable prior to the date of this Assignment and received by Assignor shall be retained by Assignor.

10. **DISCLAIMER. THE ASSIGNED AGREEMENTS ARE ASSIGNED AND TRANSFERRED AS IS, WHERE IS AND WITH ALL FAULTS, DEFECTS, AND CONDITIONS OF ANY KIND, NATURE OR DESCRIPTION AS OF THE APPLICABLE SALE DATE. THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTEES, STATEMENTS OR INFORMATION, EXPRESSED OR IMPLIED, PERTAINING TO SUCH ASSIGNED AGREEMENTS, THE VALUE THEREOF, OR ANY OTHER MATTER WHATSOEVER, MADE TO OR FURNISHED TO ASSIGNEE BY ASSIGNOR OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.**

11. Binding on Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

12. Other Actions Needed to Effect Purpose. In addition to the activities and agreements contemplated to be performed, executed, and/or delivered by either Assignor or Assignee hereunder, Assignor and Assignee agree to perform, execute and deliver, but without any obligation to incur any additional liability or expense, after the date hereof, any further deliveries and assurances and take such other action(s) as may be reasonably necessary to effect the purposes of this Assignment. Should Assignor discover or otherwise learn of any contract(s), agreement(s), lease(s), license(s), occupancy agreement(s), permit(s) or easement(s) pertaining to the assets conveyed to Assignee on Sale Date [●] that were omitted from this Assignment, as applicable and unless otherwise prohibited by law, Assignor and Assignee shall amend the Exhibits hereto to incorporate any such documents and Assignee shall accept assignment thereof in the manner designated for Assigned Agreements and subject to the Retained

Agreements as set forth above, with Assignor and Assignee being placed in the same legal position as if said transfer had taken place on the date hereof.

13. Non-Recordation. This Assignment shall not be recorded.

[*Signature Page Follows*]

ATTEST:
____
Title:

CSX Transportation, Inc. (Assignor)
By:
Name: ___________________
Title: _____________________

ATTEST:
____
Title:

Virginia Passenger Rail Authority (Assignee)
By:
Name: _____________________
Title: ______________________

(Signature Page to Third Party Assignment and Assumption Agreement)

Appendix A-1

Fully Assigned Agreements

None

Appendix A-2

Partially Assigned Agreements

None

CONTRACT_I	NAME	ASSIGNMENT	FACILITY_DESC	DESCRIPTION	CMS_MP	FROM_CITY	FROM_STATE	CONTRACT_DATE	GEOM
CSX046522	U S SILICA CO	RESERVE	Track	BILL OF SALE	CA 123.87	BEAVERDAM	VA	2/1/2004	LINE
CO L33157	MOORE BROS. CO., INC.	RESERVE	Miscellaneous	BRIDGES & OTHER STRUCTURES	CA 218.29	STAUNTON1	VA	2/16/1967	LINE
DOT224689E	VA DOT	RESERVE	Road Crossing	CROSSING - GENERAL	CA 189.58	CROZET	VA	3/25/2003	LINE
DOT224732H	WAYNESBORO CITY OF	RESERVE	Road Crossing	CROSSING - OVERHEAD BRIDGE	CA 209.38	WAYNESBORO	VA	11/23/1959	LINE
CO 002418	VIRGINIA PORTLAND CEMENT CO	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 243.08	CRAIGSVILLE	VA	8/31/1903	LINE
CO 009823	AUGUSTA COUNTY OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 228.31	SWOOPE	VA	11/25/1924	LINE
CO 023608	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 182.00	CHARLOTTESVILLE	VA	5/26/1941	LINE
CO 051624	MOORE BROTHERS CO INC	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 218.70	STAUNTON	VA	2/16/1967	LINE
CO 061379	CITY OF STAUNTON ET AL	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 222.03	STAUNTON	VA	5/31/1978	LINE
CO 063663	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 275.90	IRON GATE1	VA	9/26/1983	LINE
CSX026347	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 193.49	CROZET	VA	11/9/1995	LINE
CSX040454	VA DOT	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 167.33	KESWICK	VA	12/14/2000	LINE
CSX051606	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 223.30	STAUNTON1	VA	1/14/2002	LINE
DOT224664J	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 181.36	CHARLOTTESVILLE	VA	2/29/1904	LINE
DOT224670M	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 181.85	CHARLOTTESVILLE	VA	1/15/1992	LINE
DOT224675W	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 182.63	CHARLOTTESVILLE	VA	2/4/1892	LINE
DOT224677K	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 183.16	CHARLOTTESVILLE	VA	8/14/1923	LINE
DOT224716Y	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 201.34	GREENWOOD	VA	10/25/1968	LINE
DOT224718M	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 203.86	AFTON	VA	4/17/1939	LINE
DOT224734W	WAYNESBORO CITY OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 209.54	WAYNESBORO	VA	6/7/1967	LINE
DOT224737S	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 211.30	FISHERVILLE	VA	12/3/1991	LINE
DOT224740A	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 213.67	FISHERSVILLE	VA	2/15/1983	LINE
DOT224750F	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 218.29	STAUNTON1	VA	9/14/1966	LINE
DOT224751M	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 218.60	STAUNTON	VA	6/1/1993	LINE
DOT224752U	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 219.52	STAUNTON	VA	4/2/1999	LINE
DOT224768R	COMMOMWEALTH OF VIRGINIA	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 224.58	LAGRANGE	VA	1/7/1955	LINE
DOT224776H	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 228.31	SWOOPE	VA	1/18/1996	LINE
DOT224828X	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 271.74	GRIFFITH	VA	9/23/1955	LINE
DOT225095J	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 160.52	GORDONSVILLE	VA	7/12/1994	LINE
DOT225200H	VIRGINIA STATE HIGHWAY COMMISSIOCA	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 167.33	COBHAM	VA	1/29/1935	LINE
DOT225210N	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 176.05	SHADWELL	VA	5/31/1967	LINE
DOT225211V	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 176.32	SHADWELL	VA	5/8/1939	LINE
DOT225213J	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - OVERPASS	CA 179.61	CHARLOTTESVILLE1	VA	5/31/1967	LINE
CO 036735	SUPERIOR STONE CO	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 161.70	GORDONSVILLE1	VA	7/15/1954	LINE
CO 047654	CHARLOTTESVILLE STONE CORP	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 176.98	SHADWELL	VA	8/31/1963	LINE
CO 052819	MOORE BROTHERS CO INC	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 176.05	SHADWELL	VA	5/17/1968	LINE
CO L25402	SUPERIOR STONE CO	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 162.36	GORDONSVILLE1	VA	7/15/1954	LINE
CO L25928	C R BUTLER OF VIRGINIA INC	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CAA 0.22	ORANGE	VA	1/21/1955	LINE
CO L35266	BURKE PARSONS BOWLBY CORP	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 252.98	GOSHEN	VA	5/26/1971	LINE
CO L36975	AMERICAN AGGREGATES CORP	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 115.13	VERDON	VA	9/25/1975	LINE
CSX032625	CLEM VIRGINIA C	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 159.45	GORDONSVILLE1	VA	1/20/1999	LINE
DOT224766C	THE CROSSING HOMEOWNERS ASSOCIATION	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 223.84	FISHERSVILLE	VA	9/20/1853	LINE
DOT224817K	PERSINGER GEORGE	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 257.53	MILLBORO	VA	3/8/1946	LINE
DOT225075X	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 147.71	LOUISA	VA	1/1/1900	LINE
DOT225091G	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 159.45	GORDONSVILLE1	VA	1/1/1900	LINE
DOT225212C	LUCK STONE CORP	RESERVE	Road Crossing	CROSSING - PRIVATE ROADWAY	CA 176.98	SHADWELL	VA	1/1/1982	LINE
CO L26116	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 271.74	GRIFFITH	VA	9/23/1955	LINE
DOT224669T	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 181.62	CHARLOTTESVILLE	VA	2/21/1918	LINE
DOT224693U	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 191.43	IVY	VA	8/10/1995	LINE
DOT224733P	WAYNESBORO CITY OF	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 208.99	WAYNESBORO	VA	9/14/1993	LINE
DOT224805R	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 251.78	GOSHEN	VA	7/10/2000	LINE
DOT225024M	VA DOT	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 120.44	BEAVERDAM	VA	2/26/2003	LINE
DOT225045F	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 134.27	FREDERICK HALL	VA	2/3/1977	LINE
DOT225092N	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 160.02	GORDONSVILLE	VA	9/9/1992	LINE
DOT915120V	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - PUBLIC ROADWAY	CA 182.40	CHARLOTTESVILLE	VA	12/5/1996	LINE

DOT224707A	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 197.77	GREENWOOD	VA	10/11/1938	LINE
DOT224746R	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 216.57	STAUNTON1	VA	5/20/2003	LINE
DOT224782L	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 230.81	STAUNTON1	VA	12/31/1900	LINE
DOT225032E	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 124.44	BEAVERDAM	VA	8/8/2003	LINE
DOT225035A	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 127.21	TYLER	VA	1/30/1961	LINE
DOT225038V	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 129.35	BUMPASS	VA	5/8/1956	LINE
DOT225046M	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 134.62	MINERAL	VA	6/29/1939	LINE
DOT225070N	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 146.55	LOUISA	VA	12/31/1900	LINE
DOT225071V	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 146.67	LOUISA	VA	12/31/1900	LINE
DOT225072C	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 146.79	LOUISA	VA	10/1/2003	LINE
DOT225080U	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 149.32	TREVILIANS	VA	2/2/1982	LINE
DOT225085D	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CA 154.18	GREEN SPRINGS	VA	5/31/1983	LINE
DOT225185H	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS I	CAA .61	ORANGE	VA	12/31/1900	LINE
DOT224794F	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS II	CA 243.93	CRAIGSVILLE	VA	7/17/2001	LINE
DOT225061P	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS II	CA 140.37	MINERAL	VA	12/31/1900	LINE
DOT225207F	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS II	CA 174.64	KESWICK	VA	4/16/2001	LINE
DOT224667E	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 181.67	CHARLOTTESVILLE	VA	2/21/1918	LINE
DOT224671U	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 181.99	CHARLOTTESVILLE1	VA	8/21/1940	LINE
DOT224672B	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 182.10	CHARLOTTESVILLE	VA	1/1/1986	LINE
DOT224764N	STAUNTON CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 222.00	STAUNTON	VA	7/26/1983	LINE
DOT224796U	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 244.33	CRAIGSVILLE	VA	5/6/1975	LINE
DOT224832M	VIRGINIA DEPT OF TRANSPORTATIO	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 274.10	IRON GATE	VA	12/31/1900	LINE
DOT225003U	VIRGINIA DEPT OF TRANSPORTATIO	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 111.93	DOSWELL	VA	2/16/1959	LINE
DOT225017C	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 117.64	DOSWELL	VA	1/17/1978	LINE
DOT225030R	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 124.10	BEAVERDAM	VA	8/8/2003	LINE
DOT225062W	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 140.71	MINERAL	VA	3/7/1975	LINE
DOT225069U	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 146.44	LOUISA	VA	12/31/1900	LINE
DOT225074R	VIRGINIA DEPT OF TRANSPORTATIO	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 147.29	LOUISA	VA	6/13/1958	LINE
DOT225093V	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 160.24	GORDONSVILLE	VA	9/17/1924	LINE
DOT225094C	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 160.33	GORDONSVILLE	VA	6/22/2000	LINE
DOT225096R	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 160.71	GORDONSVILLE	VA	3/2/1972	LINE
DOT225103Y	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE - CLASS IV	CA 165.24	LINDSAY	VA	6/26/1980	LINE
DOT224662V	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 180.82	CHARLOTTESVILLE	VA	10/2/2003	LINE
DOT224673H	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 182.35	CHARLOTTESVILLE	VA	1/1/1986	LINE
DOT224674P	CHARLOTTESVILLE CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 182.47	CHARLOTTESVILLE	VA	9/29/1964	LINE
DOT224686J	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 187.96	IVY	VA	2/7/2001	LINE
DOT224704E	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 195.85	CROZET	VA	5/6/1975	LINE
DOT224730U	WAYNESBORO CITY OF	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 208.46	WAYNESBORO	VA	2/18/2003	LINE
DOT224741G	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 214.40	FISHERSVILLE	VA	4/24/1978	LINE
DOT224778W	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 228.33	SWOOPE	VA	3/6/1980	LINE
DOT224780X	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 229.67	SWOOPE	VA	1/28/1976	LINE
DOT224787V	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 239.51	CRAIGSVILLE	VA	9/12/2000	LINE
DOT224797B	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 246.52	CRAIGSVILLE	VA	6/2/1977	LINE
DOT224800G	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 248.94	BELLS VALLEY	VA	1/28/1976	LINE
DOT224816D	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 252.91	GOSHEN	VA	3/7/1975	LINE
DOT224829E	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 272.05	CLIFTON FORGE	VA	11/25/1996	LINE
DOT225013A	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 115.95	NORTH ANNA	VA	5/31/1951	LINE
DOT225022Y	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 119.76	BEAVERDAM	VA	2/22/1977	LINE
DOT225028P	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 122.82	BEAVERDAM	VA	8/8/2003	LINE
DOT225041D	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 131.30	BUMPASS	VA	12/31/1900	LINE
DOT225056T	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 138.85	PENDLETON	VA	1/30/1961	LINE
DOT225064K	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 142.17	MINERAL	VA	5/6/1975	LINE
DOT225067F	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 143.89	LOUISA	VA	6/15/1977	LINE
DOT225081B	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 150.46	TREVILIANS	VA	1/28/1976	LINE
DOT225086K	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 155.50	GREEN SPRINGS	VA	12/28/1977	LINE
DOT225090A	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 159.01	GORDONSVILLE1	VA	6/15/1977	LINE

DOT225098E	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 162.36	GORDONSVILLE1	VA	8/7/1979	LINE
DOT225172G	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CAA 8.09	GORDONSVILLE	VA	12/31/1900	LINE
DOT225176J	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CAA 5.14	ORANGE	VA	5/29/1974	LINE
DOT225178X	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CAA 4.08	ORANGE	VA	5/6/1975	LINE
DOT225182M	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CAA 3.13	ORANGE	VA	12/31/1900	LINE
DOT225202W	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 170.30	CAMPBELL	VA	5/6/1975	LINE
DOT225206Y	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 174.39	KESWICK	VA	6/15/1977	LINE
DOT228400C	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNAL MAINTENANCE -CLASS III	CA 114.58	VERDON	VA	5/11/1990	LINE
CO 063648	SOUTHERN RWY CO	RESERVE	Road Crossing	CROSSING - SIGNALS	CA 182.34	CHARLOTTESVILLE	VA	7/2/1985	LINE
CSX051242	VA DOT	RESERVE	Road Crossing	CROSSING - SIGNALS	CA 174.64	KESWICK	VA	4/16/2001	LINE
DOT224683N	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNALS	CA 185.55	CHARLOTTESVILLE1	VA	3/12/1990	Point
DOT224795M	VA DOT	RESERVE	Road Crossing	CROSSING - SIGNALS	CA 244.09	CRAIGSVILLE	VA	7/17/2001	LINE
DOT224822G	VA DOT	RESERVE	Road Crossing	CROSSING - SIGNALS	CA 259.92	MILLBORO	VA	5/12/1999	LINE
DOT225009K	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - SIGNALS	CA 114.20	VERDON	VA	1/30/1961	Point
DOT225010E	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNALS	CA 114.77	DOSWELL	VA	5/6/1975	Point
DOT225171A	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - SIGNALS	CAA 8.76	GORDONSVILLE	VA	3/25/1998	Point
CO 022234	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 202.95	GREENWOOD	VA	9/28/1939	LINE
CO 043235	STAUNTON CITY OF; COMMONWEALTH OF VIRGIN	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 220.69	STAUNTON	VA	10/8/1957	LINE
DOT224678S	VIRGINIA STATE HIGHWAY COMMISSION	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 183.39	CHARLOTTESVILLE	VA	3/10/1934	LINE
DOT224687R	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 188.86	IVY	VA	2/20/1936	LINE
DOT224719U	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 205.97	AFTON1	VA	12/10/1938	LINE
DOT224720N	WAYNESBORO CITY OF	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 207.76	WAYNESBORO	VA	4/15/1930	LINE
DOT224722C	WAYNESBORO CITY OF	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 208.09	WAYNESBORO	VA	4/15/1930	LINE
DOT224835H	VIRGINIA COMMONWEALTH OF	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 274.85	LONGDALE	VA	5/12/1922	LINE
DOT225189K	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CAA .26	ORANGE	VA	9/20/1954	LINE
DOT231408K	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Road Crossing	CROSSING - UNDERPASS/VIADUCT	CA 221.11	STAUNTON	VA	6/27/1990	LINE
CO 005585	PEYTON A N	RESERVE	Land	DRAINAGE DITCH	CA 182.85	CHARLOTTESVILLE	VA	8/20/1915	Polygon
CO 005680	ROTHWELL & CO	RESERVE	Land	DRAINAGE DITCH	CA 220.50	STAUNTON	VA	8/4/1915	LINE
CO 006150	STAUNTON MANUFACTURING CO INC	RESERVE	Land	DRAINAGE DITCH	CA 220.50	STAUNTON	VA	11/3/1916	LINE
CO 051890	VA DOT	RESERVE	Land	DRAINAGE DITCH	CA 148.10	LOUISA	VA	9/20/1966	Polygon
CSX851010	THE RECTOR AND VISITORS OF THE UNIVERSIT	RESERVE	Utility	DUCT BANK	CA 184.36		VA	11/13/2017	LINE
CSX039383	A T AND T CORP	RESERVE	Utility	EMPTY CONDUIT	CA 124.79	BEAVERDAM	VA	9/11/2000	LINE
CSX042371	VERIZON VIRGINIA INC	RESERVE	Utility	EMPTY CONDUIT	CA 155.51	GORDONSVILLE1	VA	10/1/2001	LINE
CSX047777	VIRGINIA UNIVERSITY OF THE RECTOR AND VI	RESERVE	Utility	EMPTY CONDUIT	CA 182.47	CHARLOTTESVILLE	VA	11/9/2004	LINE
CSX058871	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	EMPTY CONDUIT	CA 182.47	CHARLOTTESVILLE	VA	4/30/2008	LINE
CSX774267	VIRGINIA ELECTRIC AND POWER COMPANY DBA	RESERVE	Utility	EMPTY CONDUIT	CAA 0.23	ORANGE	VA	9/8/2014	LINE
CSX802484	VIRGINIA ELECTRIC AND POWER COMPANY DBA	RESERVE	Utility	EMPTY CONDUIT	CA 181.62	CHARLOTTESVILLE	VA	12/9/2015	LINE
SCL002464114	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	EMPTY CONDUIT	CA 207.72	WAYNESBORO	VA	2/19/1999	LINE
CSX671005	EEE CONSULTING INC	RESERVE	Land	ENVIRONMENTAL RIGHT-OF-ENTRY	CAA 9.01	GORDONSVILLE	VA	12/14/2010	Point
CSX023977	COMCAST CORPORATION	RESERVE	Utility	FIBER OPTIC - CABLE TV - CROSSING	CAA 4.08	ORANGE	VA	3/27/1995	LINE
CSX039320	COMCAST CORPORATION	RESERVE	Utility	FIBER OPTIC - CABLE TV - CROSSING	CA 217.86	BRAND	VA	8/11/2000	LINE
CSX044536	COMCAST CORPORATION	RESERVE	Utility	FIBER OPTIC - CABLE TV - CROSSING	CA 207.72	WAYNESBORO	VA	1/2/2003	LINE
CSX045863	COMCAST CORPORATION	RESERVE	Utility	FIBER OPTIC - CABLE TV - CROSSING	CA 160.70	GORDONSVILLE	VA	8/1/2003	LINE
CSX047126	COMCAST OF MASSACHUSETTS VIRGINIA INC	RESERVE	Utility	FIBER OPTIC - CABLE TV - CROSSING	CA 112.25	DOSWELL	VA	5/19/2004	LINE
CSX814669575	ADELPHIA CABLE COMMUNICATIONS	RESERVE	Utility	FIBER OPTIC - CABLE TV - CROSSING	CA 186.64	FARMINGTON	VA	12/9/1997	LINE
CO 012269153	VERIZON VIRGINIA INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 214.88	FISHERSVILLE	VA	11/4/1941	LINE
CO 012269858	VERIZON VIRGINIA INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 165.24	KESWICK	VA	11/4/1941	LINE
CO L10910254	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 212.38	FISHERSVILLE	VA	5/27/2005	LINE
CO L13879	BARC Electric Cooperative	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 249.31	BELLS VALLEY	VA	9/30/1939	LINE
CO L14621016	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	000 172	HENDERSONVILLE	TN	8/10/1948	LINE
CO L31615	BARC Electric Cooperative	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 256.99	MILLBORO	VA	2/6/1964	LINE
CO L37356	LUMOS NETWORKS	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 271.07	CLIFTON FORGE	VA	5/20/1977	LINE
CO L37484	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 213.00	FISHERSVILLE	VA	10/25/1977	LINE
CO L38086	UNIFY, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 183.00	CHARLOTTESVILLE	VA	4/23/1981	LINE
CO L40554	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 271.73	CLIFTON FORGE	VA	3/11/1985	LINE
CO L40561	MCI NETWORK SERVICES OF VIRGINIA INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 176.27	SHADWELL	VA	3/21/1985	LINE

CO L40685	A T AND T COMMUNICATIONS OF VIRGINIA LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 124.79	BEAVERDAM	VA	5/2/1986	LINE
CO L40716	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 203.31	GREENWOOD	VA	5/29/1986	LINE
CSX020007	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 274.93	CLIFTON FORGE	VA	8/4/1993	LINE
CSX020008	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 208.97	WAYNESBORO	VA	8/26/1993	LINE
CSX020165	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 176.79	SHADWELL	VA	11/12/1993	LINE
CSX021525	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 251.61	GOSHEN	VA	1/24/1994	LINE
CSX021526	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 249.31	GOSHEN	VA	1/25/1994	LINE
CSX024537	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 182.82	CHARLOTTESVILLE	VA	9/13/1995	LINE
CSX024798	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 181.93	CHARLOTTESVILLE	VA	10/9/1995	LINE
CSX025742	UNIFY, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 183.50	CHARLOTTESVILLE	VA	3/5/1996	LINE
CSX028283	CENTRAL TELEPHONE CO OF VIRGINIA INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 180.80	CHARLOTTESVILLE	VA	10/8/1996	LINE
CSX032121	VERIZON VIRGINIA INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CAA .67	ORANGE	VA	4/1/1998	LINE
CSX033092	VERIZON VIRGINIA INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 129.40	BUMPASS	VA	8/3/1998	LINE
CSX034126	SIEMENS INFORMATION AND COMMUNICATIONS N	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 184.19	CHARLOTTESVILLE1	VA	1/25/1999	LINE
CSX034153	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 144.41	LOUISA	VA	1/27/1999	LINE
CSX034154	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 203.85	AFTON	VA	1/27/1999	LINE
CSX037910	VERIZON VIRGINIA INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 156.22	GORDONSVILLE1	VA	2/24/2000	LINE
CSX040984	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 181.99	CHARLOTTESVILLE	VA	2/21/2001	LINE
CSX041166	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 184.41	CHARLOTTESVILLE1	VA	3/22/2001	LINE
CSX042273	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 187.39	CROZET	VA	9/13/2001	LINE
CSX043918038	EMBARQ COMMUNICATIONS INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 189.03	IVY	VA	1/11/2007	LINE
CSX043918113	EMBARQ COMMUNICATIONS INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 124.73	BEAVERDAM	VA	1/11/2007	LINE
CSX044308	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 181.09	CHARLOTTESVILLE	VA	10/11/2002	LINE
CSX045308	UNIFY, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 183.50	CHARLOTTESVILLE	VA	5/5/2003	LINE
CSX048673	UNIFY, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 184.75	CHARLOTTESVILLE1	VA	4/11/2005	LINE
CSX048695	SIEMENS COMMUNICATIONS INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 181.93	CHARLOTTESVILLE	VA	5/10/2005	LINE
CSX056187	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 220.92	STAUNTON	VA	9/15/2006	LINE
CSX057923	CITYNET OF VIRGINIA LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 182.10	CHARLOTTESVILLE1	VA	10/23/2007	LINE
CSX058893	CITYNET VIRGINIA LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 182.01	CHARLOTTESVILLE	VA	10/23/2007	LINE
CSX587903	CITYNET OF VA LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 182.63	CHARLOTTESVILLE	VA	6/2/2008	LINE
CSX657247	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 174.64	KESWICK	VA	7/15/2010	LINE
CSX660318	VERIZON VIRGINIA, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 201.48	GREENWOOD	VA	1/10/2011	LINE
CSX671237	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 220.68	STAUNTON	VA	3/15/2011	LINE
CSX673980	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 272.03	CLIFTON FORGE	VA	1/28/2011	LINE
CSX675452	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 273.14	CLIFTON FORGE	VA	2/22/2011	LINE
CSX675463	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 270.38	CLIFTON FORGE	VA	2/22/2011	LINE
CSX675469	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 269.28	MILLBORO	VA	2/28/2011	LINE
CSX692228	CENTRAL TELEPHONE COMPANY OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 122.82	BEAVERDAM	VA	1/27/2012	LINE
CSX747648	LUMOS NETWORKS, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 217.85	FISHERSVILLE	VA	7/26/2013	LINE
CSX752108	LUMOS NETWORKS, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 176.34	SHADWELL	VA	10/29/2013	LINE
CSX763944	CENTRAL TELEPHONE COMPANY OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 186.45	IVY	VA	5/20/2014	LINE
CSX766200	CONTERRA BROADBAND SERVICES, L.L.C.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 186.99	IVY	VA	4/29/2014	LINE
CSX766208	CONTERRA BROADBAND SERVICES, L.L.C.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 189.03	IVY	VA	4/30/2014	LINE
CSX772744	LUMOS NETWORKS, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 200.50	CROZET	VA	8/25/2014	LINE
CSX782988	COMCAST CABLE COMMUNICATIONS, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 174.81	KESWICK	VA	6/12/2015	LINE
CSX785942238	COMCAST OF VIRGINIA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 193.58	CROZET	VA	7/7/2015	LINE
CSX812028363	LEVEL 3 COMMUNICATIONS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 181.99	CHARLOTTESVILLE	VA	11/11/1999	LINE
CSX812028364	LEVEL 3 COMMUNICATIONS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 181.99	CHARLOTTESVILLE	VA	11/11/1999	LINE
CSX812028496	LEVEL 3 COMMUNICATIONS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 157.82	MELTON	VA	11/11/1999	LINE
CSX812028615	LEVEL 3 COMMUNICATIONS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 185.55	WESTMORELAND	VA	11/11/1999	LINE
CSX813815	SHENTEL COMMUNICATIONS, LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 218.29	VERONA	VA	4/1/2016	LINE
CSX814560056	LIGHTOWER FIBER NETWORKS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 191.98	IVY	VA	11/27/2013	LINE
CSX814560059	LIGHTOWER FIBER NETWORKS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 185.44	CROZET	VA	11/27/2013	LINE
CSX814560074	LIGHTOWER FIBER NETWORKS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 185.67	CROZET	VA	11/27/2013	LINE
CSX814669631	ADELPHIA CABLE COMMUNICATIONS	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 203.85	AFTON	VA	12/9/1997	LINE
CSX857475	SHENTEL COMMUNICATIONS, LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 183.84	CHARLOTTESVILLE	VA	2/13/2018	LINE

CSX872814	TING FIBER INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 183.41	Charlottesvle	VA	9/11/2018	LINE
CSX888075	CENTRAL VIRGINIA ELECTRIC COOPERATIVE	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 173.19	KEENE	VA	5/24/2019	LINE
CSX892046	Central Virginia Electric Cooperative	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 165.24	COBHAM	VA	8/16/2019	LINE
CSX892050	CENTRAL VIRGINIA ELECTRIC COOPERATIVE	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 165.75	COBHAM	VA	8/16/2019	LINE
CSX892178	SHENTEL COMMUNICATIONS	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 215.14	FISHERSVILLE	VA	8/19/2019	LINE
CSX905215	CENTRAL VIRGINIA ELECTRIC COOPERATIVE	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 153.65	LOUISA	VA	3/4/2020	LINE
CSX906660	Central Virginia Electric Cooperative	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	N/A 154	LOUISA	VA	3/19/2020	LINE
CSX906665	Central Virginia Electric Cooperative	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 154.23	TREVILIANS	VA	3/19/2020	LINE
CSX906667	Central Virginia Electric Cooperative	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	N/A 152	LOUISA	VA	3/19/2020	LINE
CSX906668	Central Virginia Electric Cooperative	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	N/A 155	LOUISA	VA	3/19/2020	LINE
SCL002464100	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 131.85	BUCKNER	VA	2/19/1999	LINE
SCL002464102	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 162.47	GORDONSVILLE1	VA	2/19/1999	LINE
SCL002464103	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA CROSSING	CA 142.02	MINERAL	VA	2/19/1999	LINE
CO L30111	LUMOS TELEPHONE INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 208.61	WAYNESBORO	VA	2/5/2010	LINE
CSX024158	MCI TELECOMMUNICATIONS CORP	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 180.84	CHARLOTTESVILLE	VA	5/11/1995	LINE
CSX024538	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 183.00	CHARLOTTESVILLE	VA	8/14/1995	LINE
CSX034743	LUMOS NETWORKS INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 221.91	STAUNTON	VA	3/26/1999	LINE
CSX037885	UNIFY, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 182.48	CHARLOTTESVILLE	VA	2/29/2000	LINE
CSX042299	VERIZON SOUTH INC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 112.22	DOSWELL	VA	9/20/2001	LINE
CSX048901	CENTURYLINK	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 176.32	SHADWELL	VA	6/2/2005	LINE
CSX049765380	VERIZON VIRGINIA LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 162.36	GORDONSVILLE	VA	5/6/2019	LINE
CSX634147	BLUE RIDGE WEBSOFT D/B/A BLUE RIDGE INTE	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 181.62	CHARLOTTESVILLE	VA	7/17/2009	LINE
CSX672305	VERIZON VIRGINIA, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 142.17	MINERAL	VA	3/29/2011	LINE
CSX675199	WINDSTREAM KDL, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 181.99	CHARLOTTESVILLE	VA	3/9/2011	LINE
CSX740640	SIDERA NETWORKS, LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 188.99	IVY	VA	6/26/2013	LINE
CSX766295	LUMOS NETWORKS, INC.	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 190.35	IVY	VA	5/5/2014	LINE
CSX771747	CONTERRA BROADBAND SERVICES	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 207.82	WAYNESBORO	VA	8/25/2014	LINE
CSX814560073	LIGHTOWER FIBER NETWORKS LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 183.39	CHARLOTTESVILLE	VA	11/27/2013	LINE
CSX823461021	SHENTEL COMMUNICATIONS, LLC	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 220.69	STAUNTON	VA	8/16/2016	LINE
CSX887077	SHENTEL COMMUNICATIONS	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 183.13	CHARLOTTESVILLE	VA	5/6/2019	LINE
CSX891283	LUMOS NETWORKS, INC. DBA SEGRA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 180.82	CHARLOTTESVILLE	VA	7/30/2019	LINE
CSX892761	BARC ELECTRIC COOPERATIVE	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 259.92	MILLBORO	VA	11/15/2019	LINE
CSX901277	ORANGE COUNTY OF	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CAA 4.08	ORANGE	VA	1/16/2020	LINE
CSX906513	ALBEMARLE COUNTY SCHOOLS	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 184.52	CROZET	VA	3/31/2020	LINE
CSX906951	ALBEMARLE COUNTY PUBLIC SCHOOLS	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 194.8	CROZET	VA	3/31/2020	LINE
CO L07366	SOUTHERN RAILWAY	RESERVE	Utility	GENERAL UTILITY AGREEMENT	CA 182.31	CHARLOTTESVILLE	VA	1/1/1800	LINE
CSX048222019	STELLA JONES CORP	RESERVE	Land	LAND AND TRACK SALE TO SHORT LINE	CA 146.55	LOUISA	VA	12/20/2004	LINE
CO L08039	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 149.00	LOUISA	VA	4/20/1931	Point
CO L08515	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 208.00	WAYNESBORO	VA	3/4/1932	Point
CO L10910020	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 222.00	STAUNTON	VA	5/27/2005	Point
CO L10910085	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 253.23	GOSHEN	VA	5/27/2005	Point
CO L10910210	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 221.00	STAUNTON	VA	5/27/2005	Point
CO L10910373	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 149.00	LOUISA	VA	5/27/2005	LINE
CO L10910427	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 143.88	LOUISA	VA	5/27/2005	LINE
CO L12576	VERIZON VIRGINIA INC	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 243.00	FORDWICK	VA	5/31/1957	LINE
CO L12741	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 180.00	CHARLOTTESVILLE	VA	9/2/1938	Point
CO L15220	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 139.52	PENDLETONS	VA	10/14/1941	Point
CO L19499	SOUTHERN RAILWAY CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CAA 0.01	ORANGE	VA	4/18/1946	LINE
CO L26509	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 111.93	DOSWELL	VA	6/6/1955	LINE
CO L26971	BARC Electric Cooperative	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 250.6	GOSHEN	VA	4/17/1956	LINE
CO L28068	VERIZON VIRGINIA INC	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 241.00	CRAIGSVILLE	VA	4/9/1957	LINE
CO L28239	VERIZON VIRGINIA INC	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CAB 200.52	CROZET	VA	10/3/1957	LINE
CO L29438001	WESTERN UNION TELEGRAPH CO	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 180.00	CHARLOTTESVILLE	VA	11/17/1959	Point
CO L33426	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 194.14	CROZET	VA	9/18/1967	LINE
CO L40089	VERIZON SOUTH INC	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 112.27	DOSWELL	VA	10/21/1981	LINE
CSX013325	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 189.00	IVY	VA	12/10/1990	LINE

CSX029895	LUMOS TELEPHONE INC.	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 209.00	WAYNESBORO	VA	3/26/1943	Point
CSX751589	CENTRAL TELEPHONE COMPANY OF VIRGINIA	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CA 173.66	KESWICK	VA	10/4/2013	LINE
CSX850393	VIRGINIA ELECTRIC AND POWER COMPANY DBA	RESERVE	Utility	MISC ENCROACHMENT - POLE/ANCHOR/GUY	CAA .01	ORANGE	VA	11/27/2017	LINE
CO L10910507	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	OPTICAL GROUND WIRE	CAA .63	ORANGE	VA	5/27/2005	LINE
CO 017911	ANDERSON REALTY CORP	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 183.00	CHARLOTTESVILLE	VA	10/29/1934	LINE
CO L14740	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 209.05	WAYNESBORO	VA	5/28/1941	LINE
CO L14741	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 208.24	WAYNESBORO	VA	5/28/1941	LINE
CO L14742	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 209.02	WAYNESBORO	VA	5/28/1941	LINE
CO L14743	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 208.99	WAYNESBORO	VA	5/28/1941	LINE
CO L14744	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 208.98	WAYNESBORO	VA	5/28/1941	LINE
CO L14747	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 208.93	WAYNESBORO	VA	5/28/1941	LINE
CO L22242	WILSON JONES CO	RESERVE	Utility	PIPE - DRAINAGE - CROSSING	CA 193.00	CROZET	VA	6/27/1950	LINE
CO 005464	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 181.99	CHARLOTTESVILLE	VA	3/25/1915	LINE
CO 005643	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 182.35	CHARLOTTESVILLE	VA	9/25/1915	LINE
CO 006174	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 182.10	CHARLOTTESVILLE	VA	12/15/1916	LINE
CO 007834	BRUCE A C	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 199.00	GREENWOOD	VA	4/5/1921	LINE
CO 015372	VIRGINIA GAS DISTRIBUTION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 276.00	CLIFTON FORGE	VA	8/15/1931	LINE
CO 042923	CHARLOTTESVILLE VA	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	5/3/1957	LINE
CO 043064	VIRGINIA GAS DISTRIBUTION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 219.98	STAUNTON	VA	7/10/1957	LINE
CO 061015	ITT CONTINENTAL BAKING CO INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 194.00	CROZET	VA	9/14/1977	LINE
CO L05758	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 183.00	CHARLOTTESVILLE	VA	4/19/1928	LINE
CO L05934	CONSUMERS UTILITIES CO	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 222.00	STAUNTON	VA	9/17/1928	LINE
CO L06282	CONSUMERS ULTILITES CO	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 213.00	FISHERSVILLE	VA	2/11/1929	LINE
CO L06287	CONSUMERS UTILTIES CO	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 219.00	STAUNTON	VA	2/11/1929	LINE
CO L07748	COLUMBIA GAS TRANSMISSION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 210.00	WAYNESBORO	VA	2/26/1931	LINE
CO L08066	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 275.72	CLIFTON FORGE	VA	8/15/1931	LINE
CO L11620	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 180.82	CHARLOTTESVILLE	VA	4/15/1937	LINE
CO L14739	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 209.15	WAYNESBORO	VA	5/28/1941	LINE
CO L15964	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 213.60	FISHERSVILLE	VA	12/14/1942	LINE
CO L21987	TRANSCONTINENTAL GAS PIPE LINE CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 158.19	LOUISA	VA	4/10/1950	LINE
CO L22180	COLUMBIA GAS TRANSMISSION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 163.96	LINDSAY	VA	7/1/1950	LINE
CO L22968	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 181.00	CHARLOTTESVILLE	VA	5/22/1951	LINE
CO L27759	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	5/3/1957	LINE
CO L28480	TRANSCONTINENTAL GAS PIPE LINE	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 158.19	LOUISA	VA	6/25/1958	LINE
CO L28536	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 209.00	WAYNESBORO	VA	10/17/1958	LINE
CO L29347	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 213.00	FISHERSVILLE	VA	3/8/1960	LINE
CO L31393	VIRGINIA PIPE LINE CO	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 161.00	GORDONSVILLE	VA	10/23/1963	LINE
CO L31534	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 184.33	IVY	VA	1/31/1964	LINE
CO L31603	COLUMBIA GAS TRANSMISSION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CAB 163.96	COBHAM	VA	3/30/1964	LINE
CO L32097	ATLANTIC SEABOARD CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	N/A 210.00	WAYNESBORO	VA	2/26/1965	LINE
CO L32235	VIRGINIA GAS DISTRIBUTION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 221.11	STAUNTON	VA	5/26/1965	LINE
CO L32279	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 160.58	GORDONSVILLE	VA	7/8/1965	LINE
CO L32973	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 180.82	CHARLOTTESVILLE	VA	12/13/1966	LINE
CO L33390	TRANSCONTINENTAL GAS PIPE LINE	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 158.19	LOUISA	VA	10/12/1967	LINE
CO L36145	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 219.86	STAUNTON	VA	8/14/1973	LINE
CO L37997	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 219.12	STAUNTON	VA	11/12/1980	LINE
CO L40126	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 185.55	CHARLOTTESVILLE1	VA	2/3/1982	LINE
CSX011493002	COLUMBIA GAS TRANSMISSION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 164.03	LINDSAY	VA	9/10/1991	LINE
CSX011493019	COLUMBIA GAS TRANSMISSION CORP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 164.00	LINDSAY	VA	9/10/1991	LINE
CSX016167	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 174.71	KESWICK	VA	3/3/1992	LINE
CSX016516	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 214.57	FISHERVILLE	VA	7/20/1992	LINE
CSX020056	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 161.82	GREEN SPRINGS	VA	10/15/1993	LINE
CSX020057	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 163.12	BUMPASS	VA	10/14/1993	LINE
CSX032865	CHARLOTTESVILLE CITY OF PUBLIC WORKS DEP	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 185.67	FARMINGTON	VA	7/14/1998	LINE
CSX032993	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 161.15	GORDONSVILLE	VA	7/10/1998	LINE
CSX042979	COLUMBIA GAS OF VIRGINIA INC	RESERVE	Utility	PIPELINE - GAS - CROSSING	CA 163.10	GORDONSVILLE1	VA	3/11/2002	LINE

CO 002728	GUINN J F	RESERVE	Utility	PIPELINE - MISC - CROSSING	CA 253.68	GOSHEN	VA	11/1/1905	LINE
CO 019583	VIRGINIA SCHOOL FOR THE DEAF AND BLIND	RESERVE	Utility	PIPELINE - MISC - CROSSING	CA 220.55	STAUNTON	VA	9/19/1936	LINE
CO 029525	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - MISC - CROSSING	CA 221.84	STAUNTON	VA	5/16/1947	LINE
CO L06638	CHARLETTESVILLE WOOLEN MILLS	RESERVE	Utility	PIPELINE - MISC - CROSSING	CA 180.00	CHARLOTTESVILLE1	VA	9/3/1929	LINE
CO L11285	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPELINE - MISC - CROSSING	CA 208.21	WAYNESBORO	VA	9/30/1936	LINE
CO L14876	SOUTHERN WELDING AND MACHINE CO	RESERVE	Utility	PIPELINE - MISC - CROSSING	CA 182.47	CHARLOTTESVILLE	VA	8/18/1941	LINE
CO L32718	CONTINENTAL BAKING CO	RESERVE	Utility	PIPELINE - MISC - CROSSING	CA 194.00	CROZET	VA	11/23/1965	LINE
CO 003478	STANDARD OIL CO OF NEW JERSEY	RESERVE	Utility	PIPELINE - OIL - CROSSING	CA 160.38	GORDONSVILLE	VA	6/18/1909	LINE
CO 003851	AUGUSTA OIL CO	RESERVE	Utility	PIPELINE - OIL - CROSSING	CA 219.93	STAUNTON	VA	3/7/1910	LINE
CO 008149	CAPITOL OIL CO	RESERVE	Utility	PIPELINE - OIL - CROSSING	CA 140.00	MINERAL	VA	10/29/1921	LINE
CO 046843	COLONIAL PIPELINE CO	RESERVE	Utility	PIPELINE - OIL - CROSSING	CA 147.42	LOUISA	VA	12/3/1962	LINE
CO L05357	STANDARD OIL CO INC	RESERVE	Utility	PIPELINE - OIL - CROSSING	CA 181.00	CHARLOTTESVILLE	VA	5/31/1927	LINE
CO L30916	COLONIAL PIPELINE CO	RESERVE	Utility	PIPELINE - OIL - CROSSING	CA 147.42	LOUISA	VA	12/3/1962	LINE
CO L37841	COLONIAL PIPELINE CO	RESERVE	Utility	PIPELINE - OIL - CROSSING	CA 147.45	LOUISA	VA	1/23/1980	LINE
CO 003922	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 181.06	CHARLOTTESVILLE	VA	6/3/1910	LINE
CO 007746	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 182.38	CHARLOTTESVILLE	VA	12/7/1920	LINE
CO 010747001	SENSABAUGH C G	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 244.00	CRAIGSVILLE	VA	5/28/1926	LINE
CO 016487	FRY WESLEY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CAA 9.00	GORDONSVILLE	VA	12/31/1932	LINE
CO 017228	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 221.11	STAUNTON	VA	3/3/1934	LINE
CO 018052	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 220.60	STAUNTON	VA	2/23/1935	LINE
CO 020212	CROMPTON SHANANDOAH CO INC	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 208.48	WAYNESBORO	VA	6/21/1937	LINE
CO 024944	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 182.47	CHARLOTTESVILLE	VA	8/20/1942	LINE
CO 034436	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CAA 9.00	GORDONSVILLE	VA	11/5/1951	LINE
CO 037360	STAUNTON VA	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 219.95	STAUNTON	VA	5/1/1955	LINE
CO 053504	CONTINENTAL BAKING CO	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 193.00	CROZET	VA	11/27/1968	LINE
CO 063215	ALBEMARLE COUNTY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 194.76	CROZET	VA	2/8/1984	LINE
CO L06675	WAYNESBORO TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 208.38	WAYNESBORO	VA	10/25/1929	LINE
CO L06676	WAYNESBORO TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 209.00	WAYNESBORO	VA	10/25/1929	LINE
CO L06996	WAYNESBORO TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 208.00	WAYNESBORO	VA	5/23/1930	LINE
CO L07564	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 183.00	CHARLOTTESVILLE	VA	1/7/1930	LINE
CO L09928	ANDERSON REALTY CORP	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 182.78	CHARLOTTESVILLE	VA	10/29/1934	LINE
CO L10071	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 221.00	STAUNTON	VA	2/23/1935	LINE
CO L11618	BOARD OF SUPERVISORS ALLEGHANY COUNTY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 275.73	CLIFTON FORGE	VA	11/19/1936	LINE
CO L14745	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 208.67	WAYNESBORO	VA	5/28/1941	LINE
CO L14746	HOPEMAN BROTHERS INC	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 208.67	WAYNESBORO	VA	5/28/1941	LINE
CO L19531	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 221.00	STAUNTON	VA	2/5/1957	LINE
CO L23516	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CAA 0.38	ORANGE	VA	9/26/1951	LINE
CO L23536	RAPIDAN SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 160.00	GORDONSVILLE	VA	11/5/1951	LINE
CO L23537	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 160.00	GORDONSVILLE	VA	11/5/1951	LINE
CO L23538	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 160.01	GORDONSVILLE	VA	11/5/1951	LINE
CO L23829	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CAA 0.63	ORANGE	VA	5/14/1952	LINE
CO L24595	ROUTE 240 LLC	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 194.01	CROZET	VA	6/22/1953	LINE
CO L25898	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 219.98	STAUNTON	VA	5/1/1955	LINE
CO L27685	ROUTE 240 LLC	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CAB 194.01	CROZET	VA	8/8/1957	LINE
CO L28054	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 209.00	WAYNESBORO	VA	10/30/1957	LINE
CO L31188	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 220.79	STAUNTON	VA	3/8/1963	LINE
CO L32631	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 183.99	CHARLOTTESVILLE1	VA	3/23/1966	LINE
CO L35132	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 213.19	BRAND	VA	12/15/1973	LINE
CO L35836	LOUISA COUNTY WATER AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 140.93	MINERAL	VA	8/31/1972	LINE
CO L36562	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 210.00	WAYNESBORO	VA	9/26/1974	LINE
CO L37152	RIVANNA WATER AND SEWER AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 185.09	FARMINGTON	VA	12/18/1975	LINE
CO L37197	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 217.00	BRAND	VA	7/15/1976	LINE
CO L37323	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 216.00	BRAND	VA	2/17/1977	LINE
CO L37478	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 209.43	WAYNESBORO	VA	2/23/1978	LINE
CO L37674	RAPIDAN SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CAA 8.30	GORDONSVILLE	VA	3/7/1979	LINE
CO L40414	ALBEMARLE COUNTY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 194.76	CROZET	VA	2/8/1984	LINE

CO L40490	RIVANNA WATER AND SEWER AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 191.00	CROZET	VA	9/24/1984	LINE
CO L45539	ALBEMARLE COUNTY SERVICE AUTH	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 194.11	CROZET	VA	2/11/1986	LINE
CSX012627	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 192.60	CHARLOTTESVILLE1	VA	10/25/1989	LINE
CSX015353	BATH COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 259.55	MILLBORO	VA	10/23/1991	LINE
CSX017704	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 220.60	STAUNTON	VA	10/29/1992	LINE
CSX020058	ROUTE 240 LLC	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 193.04	CROZET	VA	1/8/1993	LINE
CSX020752	COOPER RICHARD A	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 191.74	CHARLOTTESVILLE1	VA	9/27/1993	LINE
CSX025500	HUNTER E CRAIG CO	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 193.36	CROZET	VA	1/25/1996	LINE
CSX027186	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 193.36	CROZET	VA	1/25/1996	LINE
CSX035015	LOUISA TOWN OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 146.81	LOUISA	VA	7/14/1999	LINE
CSX038157	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 217.84	BRAND	VA	3/29/2000	LINE
CSX038899	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 216.64	BRAND	VA	7/6/2000	LINE
CSX048175	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 210.17	WAYNESBORO	VA	7/13/2005	LINE
CSX656490	ALLEGHANY COUNTY OF VIRGINIA	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 275.73	CLIFTON FORGE	VA	5/27/2010	LINE
CSX732601	RIVANNA WATER AND SEWER AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 180.06	Charlottesville	VA	11/1/2013	LINE
CSX754814	RIVANNA WATER AND SEWER AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 180.06	CHARLOTTESVILLE	VA	10/31/2013	LINE
CSX786581	CRESCENT DEVELOPMENT GROUP L.L.C.	RESERVE	Utility	PIPELINE - SEWER - CROSSING	CA 215.55	FISHERSVILLE	VA	4/24/2015	LINE
CO 010320	WOODWARD ROSA	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 146.65	LOUISA	VA	9/8/1925	LINE
CO 017203	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 222.00	STAUNTON	VA	2/1/1934	LINE
CO 024446	WAYNESBORO TOWN OF	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 207.63	Waynesboro	VA	3/10/1942	LINE
CO L09260	WAYNESBORO TOWN OF	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 208.79	WAYNESBORO	VA	7/22/1933	LINE
CO L29060	LOUISA TOWN OF	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 146.55	LOUISA	VA	10/14/1958	LINE
CO L39080	CRAIGSVILLE TOWN OF	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 244.00	CRAIGSVILLE	VA	10/15/1980	LINE
CO L45468	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 218.55	STAUNTON	VA	1/1/1987	LINE
CSX015530	BATH COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CA 259.94	MILLBORO	VA	10/25/1991	LINE
CSX029201	ORANGE COUNTY OF	RESERVE	Utility	PIPELINE - SEWER - LONGITUDINAL	CAA 3.71	ORANGE	VA	6/13/1997	LINE
CO L09424	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CA 222.00	STAUNTON	VA	2/1/1934	LINE
CO L23514	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CAA 0.38	ORANGE	VA	9/26/1951	LINE
CO L23515	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CAA 1.00	ORANGE	VA	9/26/1951	LINE
CO L26135	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CAA 0.38	ORANGE	VA	4/20/1955	LINE
CO L34323	MINERAL TOWN OF	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CA 140.27	MINERAL	VA	6/5/1969	LINE
CO L34324	MINERAL TOWN OF	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CA 140.71	MINERAL	VA	6/5/1969	LINE
CSX042666	LOUISA GENERATION LLC	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CA 162.36	GORDONSVILLE1	VA	12/6/2001	LINE
CSX865456	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - SEWER PUBLIC R/W - CROSSING	CA 179.91	CROZET	VA	7/25/2018	LINE
CSX748616	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - STORM WATER PUBLIC R/W - CROSSING	CA 221.34	STAUNTON	VA	1/20/2014	LINE
CO 002451	WALTER FRANK	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 222.14	STAUNTON	VA	5/10/1904	LINE
CO 003221	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 181.36	CHARLOTTESVILLE	VA	10/30/1907	LINE
CO 003912	LANDERS J W	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 259.92	MILLBORO	VA	6/3/1910	LINE
CO 004127	KELSEY H C	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 197.00	CROZET	VA	7/1/1911	LINE
CO 004217	WAYLAND ROBERT E	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 196.00	CROZET	VA	5/26/1911	LINE
CO 005484	LANDIS J W	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 260.02	MILLBORO	VA	4/5/1915	LINE
CO 005625	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 181.67	CHARLOTTESVILLE	VA	10/20/1915	LINE
CO 008761	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 221.50	STAUNTON	VA	9/8/1922	LINE
CO 009447	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 188.00	IVY	VA	4/29/1924	LINE
CO 009661	J L WITZ AND BOYD STOMBOCK	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 220.12	STAUNTON	VA	7/28/1924	LINE
CO 009911	COLEMAN R D	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 198.3	GREENWOOD	VA	1/3/1925	LINE
CO 009939	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 208.45	WAYNESBORO	VA	1/3/1925	LINE
CO 010099	TUTTLE J B DR	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 243.91	CRAIGSVILLE	VA	5/26/1925	LINE
CO 010150	LIN LOCKWOOD,INC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 194.61	CROZET	VA	6/27/1925	LINE
CO 010747	SENSABAUGH C G	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 244.00	CRAIGSVILLE	VA	5/28/1926	LINE
CO 010982	LOUISA TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 146.44	LOUISA	VA	9/10/1926	LINE
CO 011539	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 220.20	STAUNTON	VA	6/14/1927	LINE
CO 020211	CROMPTON SHANANDOAH CO INC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 208.48	WAYNESBORO	VA	6/21/1937	LINE
CO 024978	WALTER LUMBER CO	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 139.43	PENDLETON	VA	8/4/1942	LINE
CO 025273001	UNITED STATES OF AMERICA	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 220.45	STAUNTON	VA	12/29/1942	LINE
CO 025274	UNITED STATES OF AMERICA	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 214.00	STAUNTON	VA	12/29/1942	LINE

CO 027890	VIRGINIA UNIVERSITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 182.84	CHARLOTTESVILLE	VA	12/4/1945	LINE
CO 042185	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 161.00	GORDONSVILLE	VA	6/10/1956	LINE
CO 055622	LOUISA VA	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 146.17	LOUISA	VA	11/10/1970	LINE
CO 061016	ITT CONTINENTAL BAKING CO INC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 195.10	CROZET	VA	9/14/1977	LINE
CO L05320	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 220.20	STAUNTON	VA	6/14/1927	LINE
CO L05371	GRAHAM C W	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 253.01	GOSHEN	VA	8/29/1927	LINE
CO L05458	GROGG H W	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 253.00	GOSHEN	VA	10/28/1927	LINE
CO L05490	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 181.99	CHARLOTTESVILLE	VA	10/25/1927	LINE
CO L05513	GOODLOE S P AND WALKER GEORGE E TRUSTEES	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 204.00	AFTON	VA	8/24/1921	LINE
CO L05658	FARMINGTON INC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 184.00	IVY	VA	3/19/1928	LINE
CO L05870	CHARLOTTESVILLE WOOTEN MILLS	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 180.00	CHARLOTTESVILLE	VA	7/6/1928	LINE
CO L06726	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 208.00	WAYNESBORO	VA	11/25/1929	LINE
CO L07742	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CAA 1.00	ORANGE	VA	3/26/1931	LINE
CO L08439	WAYNESBORO TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 207.00	WAYNESBORO	VA	3/29/1932	LINE
CO L10721	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 253.34	GOSHEN	VA	11/12/1935	LINE
CO L10722	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 252.00	GOSHEN	VA	11/12/1935	LINE
CO L10723	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 252.90	GOSHEN	VA	11/12/1935	LINE
CO L10775	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 252.00	GOSHEN	VA	11/12/1935	LINE
CO L10776	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 252.00	GOSHEN	VA	11/12/1935	LINE
CO L10777	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 255.11	GOSHEN	VA	11/12/1935	LINE
CO L10845	SUPERVISORS BOARD OF AUGUSTA COUNTY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 244.97	CRAIGSVILLE	VA	2/21/1936	LINE
CO L10846	AUGUSTA COUNTY BOARD OF SUPERVISORS	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 243.37	CRAIGSVILLE	VA	2/21/1936	LINE
CO L11129	MINERAL TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 140.00	MINERAL	VA	7/15/1936	LINE
CO L11235	VIRGINIA SCHOOL FOR THE DEAF AND BLIND	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 220.54	STAUNTON	VA	9/19/1936	LINE
CO L11248	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CAA 1.00	ORANGE	VA	9/22/1936	LINE
CO L13202	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CAA 0.38	ORANGE	VA	5/1/1939	LINE
CO L19810	CHARLOTTESVILLE WOOLEN MILLS	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 179.91	MILLER SCHOOL	VA	12/24/1921	LINE
CO L22215	VIRGINIA COMMONWEALTH OF STATE HOSPITAL	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 218.89	STAUNTON	VA	6/23/1950	LINE
CO L23206	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 209.00	WAYNESBORO	VA	7/17/1951	LINE
CO L23540	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 220.00	STAUNTON	VA	8/13/1951	LINE
CO L23830	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CAA 1.00	ORANGE	VA	4/14/1952	LINE
CO L23990	ROUTE 240 LLC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 194.99	CROZET	VA	9/29/1952	LINE
CO L26908	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 160.78	GORDONSVILLE	VA	6/10/1956	LINE
CO L27172	WRIGHT'S WRECKING YARD	RESERVE	Utility	PIPELINE - WATER - CROSSING	N/A	CHARLOTTESVILLE	VA	3/10/1966	LINE
CO L29888	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 209.00	WAYNESBORO	VA	2/1/1961	LINE
CO L30229	ALLEGHANY COUNTY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 276.00	CLIFTON FORGE	VA	8/9/1961	LINE
CO L31253	ALBEMARLE COUNTY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 194.17	CROZET	VA	7/10/1963	LINE
CO L31628	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 184.43	FARMINGTON	VA	3/16/1964	LINE
CO L32632	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 183.99	CROZET	VA	3/23/1966	LINE
CO L33495	MILLBORO WATER ASSOCIATION INC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 260.02	MILLBORO	VA	1/30/1968	LINE
CO L33515	MILLBORO WATER ASSOCIATION INC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 259.92	MILLBORO	VA	1/30/1968	LINE
CO L35035	LOUISA TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 146.19	LOUISA	VA	11/10/1970	LINE
CO L35534	ALBERMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CO 188.00	IVY	VA	12/22/1971	LINE
CO L36365	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 219.85	STAUNTON	VA	2/6/1974	LINE
CO L36954	ORANGE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CAA 2.25	ORANGE	VA	9/15/1975	LINE
CO L37195	RIVANNA WATER AND SEWER AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 194.16	CROZET	VA	5/13/1976	LINE
CO L37196	RIVANNA WATER AND SEWER AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 196.00	CROZET	VA	5/13/1976	LINE
CO L37324	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 218.55	STAUNTON	VA	2/28/1977	LINE
CO L37428	ROUTE 240 LLC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 195.00	CROZET	VA	9/14/1977	Polygon
CO L37985	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 160.23	GORDONSVILLE	VA	10/7/1980	LINE
CO L37986	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CAA 8.36	GORDONSVILLE	VA	10/7/1980	LINE
CO L40127	ROUTE 240 LLC	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 194.00	CROZET	VA	10/7/1981	LINE
CO L40651	DODGE MAKEN A	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 217.87	BRAND	VA	12/5/1985	LINE
CO L45301	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 221.50	STAUNTON	VA	1/1/1800	LINE
CSX005065	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 224.00	LAGRANGE	VA	3/2/1988	LINE
CSX006497	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 253.00	GOSHEN	VA	6/28/1988	LINE

CSX015297001	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 176.00	CHARLOTTESVILLE1	VA	9/17/1991	LINE
CSX015354	AUGUSTA COUNTY SERVICE	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 221.39	FISHERVILLE	VA	10/21/1991	LINE
CSX016542	ALLEGHANY COUNTY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 272.46	CLIFTON FORGE	VA	6/17/1992	LINE
CSX017658	LOUISA TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 147.33	LOUISA	VA	9/15/1992	LINE
CSX018407	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 161.00	GORDONSVILLE	VA	2/24/1992	LINE
CSX018408	GORDONSVILLE VA TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 160.00	GORDONSVILLE	VA	2/25/1992	LINE
CSX018409	GORDONSVILLE VA TOWN OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CAA 8.93	GORDONSVILLE	VA	2/26/1992	LINE
CSX023236	VESS MITCHELL LEE	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 273.10	CLIFTON FORGE	VA	11/17/1994	LINE
CSX023237	ALLEGHANY COUNTY BOARD OF SUPERVISORS	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 273.10	CLIFTON FORGE	VA	11/18/1994	LINE
CSX024999	HUNTER E CRAIG CO	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 193.36	CROZET	VA	1/25/1996	LINE
CSX027182	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 193.36	CROZET	VA	1/25/1996	LINE
CSX034277	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 218.90	STAUNTON	VA	4/13/1999	LINE
CSX037930	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 186.02	FARMINGTON	VA	2/16/2000	LINE
CSX038156	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 217.85	BRAND	VA	3/29/2000	LINE
CSX042333	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 239.50	CRAIGSVILLE	VA	10/2/2001	LINE
CSX044065	WAYNESBORO CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 210.04	WAYNESBORO	VA	9/5/2002	LINE
CSX643221	UNIVERSITY OF VIRGINIA FOUNDATION	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 182.47	CHARLOTTESVILLE	VA	1/28/2010	LINE
CSX661919	HANOVER COUNTY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 112.08	DOSWELL	VA	10/25/2010	LINE
CSX732472	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 180.38	Charlottesville	VA	3/19/2013	LINE
CSX770652	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 186.64	IVY	VA	9/4/2014	LINE
CSX773888	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 213.59	FISHERSVILLE	VA	9/11/2015	LINE
CSX804609	STELLA JONES CORPORATION	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 253.06	GOSHEN	VA	2/4/2016	LINE
CSX822692	CITY OF CHARLOTTESVILLE	RESERVE	Utility	PIPELINE - WATER - CROSSING	CA 182.74	CHARLOTTESVILLE	VA	8/3/2016	LINE
CO 010286	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 182.22	CHARLOTTESVILLE	VA	9/5/1925	LINE
CO 015073	WAYNESBORO TOWN OF	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 207.67	WAYNESBORO	VA	3/17/1931	LINE
CO 050040	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 195.00	CROZET	VA	12/15/1965	LINE
CO L31764	GORDONSVILLE TOWN OF	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 160.71	GORDONSVILLE	VA	4/24/1964	LINE
CO L32504	ALBEMARLE COUNTY SERVICE AUTH	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 195.87	CROZET	VA	12/15/1965	LINE
CO L33449	MILLBORO WATER ASSOCIATION INC	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 260.35	MILLBORO	VA	11/10/1967	LINE
CSX016541	ALLEGHANY COUNTY OF	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 272.29	CLIFTON FORGE	VA	6/15/1992	LINE
CSX036082	AUGUSTA COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 216.56	STAUNTON1	VA	7/7/1999	LINE
CSX042645	LOUISA COUNTY WATER AUTHORITY	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 162.36	GORDONSVILLE1	VA	11/16/2001	LINE
CSX045171	MINERAL TOWN OF	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 139.63	MINERAL	VA	3/25/2003	LINE
CSX047669	ALBEMARLE COUNTY SERVICE AUTHORITY	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 194.80	CROZET	VA	10/13/2004	LINE
CSX637338	GOSHEN TOWN OF	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 252.91	GOSHEN	VA	8/21/2009	LINE
CSX828000	CITY OF CHARLOTTESVILLE	RESERVE	Utility	PIPELINE - WATER PUBLIC R/W - CROSSING	CA 182.4	Charlottesville	VA	1/6/2017	LINE
CO 005230	CHANCELLOR S C	RESERVE	Utility	PIPELINE-STORMWATER-CROSSING	CA 182.86	CHARLOTTESVILLE	VA	8/15/1914	LINE
CO 006458	STANDARD OIL CO	RESERVE	Utility	PIPELINE-STORMWATER-CROSSING	CA 180.82	CHARLOTTESVILLE	VA	7/23/1917	LINE
CO 009596	CHARLOTTESVILLE CITY OF	RESERVE	Utility	PIPELINE-STORMWATER-CROSSING	CA 183.13	CHARLOTTESVILLE1	VA	6/30/1924	LINE
CO 011210	WRIGHT R H AND EVELYN PROSSER	RESERVE	Land	QUIT CLAIM LAND	CA 112.00	DOSWELL	VA	1/24/1927	LINE
CO 048920	MADDOS FEED STORE	RESERVE	Land	REAL ESTATE - BUILDINGS, PLATFORM, ETC	CA 146.51	LOUISA	VA	11/30/1964	Polygon
CSX048222002	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 90.66	ELLERSON	VA	12/20/2004	Polygon
CSX048222003	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 127.61	BUMPASS	VA	12/20/2004	Polygon
CSX048222004	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 159.91	GORDONSVILLE	VA	12/20/2004	Polygon
CSX048222005	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 163.82	COBHAM	VA	12/20/2004	Polygon
CSX048222006	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 180.06	CHARLOTTESVILLE	VA	12/20/2004	Polygon
CSX048222007	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 203.37	AFTON	VA	12/20/2004	Polygon
CSX048222008	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 204.96	AFTON1	VA	12/20/2004	Polygon
CSX048222009	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 206.20	WAYNESBORO	VA	12/20/2004	Polygon
CSX048222010	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 218.30	STAUNTON	VA	12/20/2004	Polygon
CSX048222011	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 246.77	BELLS VALLEY	VA	12/20/2004	Polygon
CSX048222012	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 255.39	MILLBORO	VA	12/20/2004	Polygon
CSX048222013	BUCKINGHAM BRANCH RAILROAD CO	RESERVE	Land	REAL ESTATE - LAND & TRACK - SHORTLINE	CA 269.98	GRIFFITH	VA	12/20/2004	Polygon
CO 009421	CHARLOTTESVILLE CITY OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 181.49	CHARLOTTESVILLE	VA	7/12/1906	Polygon
CO 024335	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 124.46	BEAVERDAM	VA	2/25/1942	LINE
CO 030554	HOLLADAY BROTHERS	RESERVE	Land	REAL ESTATE - LAND ONLY	N/A	GORDONSVILLE	VA	5/11/1948	Polygon

CO 034497	C R BUTLER OF VIRGINIA INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CAA 0..22	ORANGE	VA	2/27/1952	Polygon
CO 036355	C R BUTLER OF VIRGINIA INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CAA 0.22	ORANGE	VA	1/22/1954	Polygon
CO 042238	MINERAL TOWN OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 140.63	MINERAL	VA	7/2/1956	Polygon
CO 044106	BOTTLED GAS CORP OF VIRGINIA	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 174.00	KESWICK	VA	10/1/1958	Polygon
CO 046156	CAROLINA VIRGINIA CO INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 140.00	MINERAL	VA	12/6/1961	Polygon
CO 047894	STANFORD AND INGE INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 189.00	IVY	VA	2/7/1964	Polygon
CO 049741	DEANE HELEN GAW	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 208.39	WAYNESBORO	VA	11/13/1964	Polygon
CO 049741001	JOHNSTON NANCY MCCLUNG	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 208.39	WAYNESBORO	VA	11/13/1964	Polygon
CO 053468	STAUNTON CITY OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 221.00	STAUNTON	VA	1/6/1969	Polygon
CO 057123	ROYHANEY MOTOR CO INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 182.01	CHARLOTTESVILLE	VA	6/1/1970	Polygon
CO 057819	FAULCONER R D JR CONSTRUCTION CORP	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 160.00	GORDONSVILLE	VA	12/18/1972	LINE
CO 058013	FAULCONER JR R D CONSTRUCTION CORP	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 160.36	GORDONSVILLE	VA	4/1/1973	Polygon
CO L05754	CHARLOTTESVILLE CITY OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 182.00	CHARLOTTESVILLE	VA	5/26/1928	LINE
CO L08862	WAYNESBORO CITY OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 208.55	WAYNESBORO	VA	12/1/1932	Polygon
CO L14351	STANDARD OIL CO OF NEW JERSEY	RESERVE	Land	REAL ESTATE - LAND ONLY	181	CHARLOTTESVILLE	VA	1/14/1941	Polygon
CO L21373	WHEELER ROY	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 184.00	CHARLOTTESVILLE	VA	7/6/1949	Polygon
CO L23543	C R BUTLER OF VIRGINIA INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CAA 0.38	ORANGE	VA	1/1/1984	Polygon
CO L25052	BUTLER, C R	RESERVE	Land	REAL ESTATE - LAND ONLY	CAA 0.38	ORANGE	VA	1/22/1954	Polygon
CO L25259	HENSON S B	RESERVE	Land	REAL ESTATE - LAND ONLY	N/A	TREVILIAN	VA	1/1/1800	Polygon
CO L25918	D W WINKLEMAN CAROLINA CO	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 126.67	DOSWELL	VA	1/1/1800	Polygon
CO L27418	AVR INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 193.73	CROZET	VA	5/2/1957	Polygon
CO L30625	WOODWARD FUNERAL HOME	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 146.44	LOUISA	VA	6/11/1962	Polygon
CO L30798	VIA PAVING CO	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 140.44	MINERAL	VA	10/19/1962	Polygon
CO L34046	MASSIE THOMAS	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 208.69	WAYNESBORO	VA	4/1/1968	Polygon
CO L35317	STELLA JONES CORPORATION	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 253.00	GOSHEN	VA	7/16/1971	Polygon
CO L35825	H L C CORP	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 184.00	CHARLOTTESVILLE	VA	10/1/1972	Polygon
CO L35975	R D FAULCONER JR CONSTRUCTION CORP	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 160.32	GORDONSVILLE	VA	12/18/1972	Polygon
CO L36306	JOHN W CLAYTON AND SON	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 191.95	CROZET	VA	3/1/1974	Polygon
CO L36672	AMERICAN AGGREGATES CORP	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 114.58	DOSWELL	VA	10/1/1974	Polygon
CO L36754	JEFFCO INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 181.38	CHARLOTTESVILLE	VA	1/1/1800	Polygon
CO L38181	PERSINGER GEORGE	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 257.61	MILLBORO	VA	6/1/1976	Polygon
CO L38645	IVY SQUARE PARTNERSHIP	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 181.00	CHARLOTTESVILLE	VA	10/1/1978	Polygon
CO L39428	GRUBBS JAMES A AND A L	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 270.34	GRIFFITH	VA	6/15/1982	Polygon
CO L45228	LOUISA TOWN OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 146.55	LOUISA	VA	1/1/1985	Polygon
CSX007888	KOPPERS INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CAA 1.00	ORANGE	VA	2/20/1989	Polygon
CSX008448	SANSONE PHILLIP A	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 221.00	STAUNTON	VA	7/7/1987	Polygon
CSX016833	BROWN RONALD W	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 207.00	WAYNESBORO	VA	3/20/1992	Polygon
CSX016844	ROUTE 240 LLC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 194.00	CROZET	VA	2/1/1991	Polygon
CSX022222	U S SILICA CO	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 123.88	BEAVERDAM	VA	2/1/1994	Polygon
CSX052007	GREENWOOD HOLLOW LLC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 199.00	GREENWOOD	VA	8/1/2002	Polygon
CSX655512	CITY OF CHARLOTTESVILLE	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 182.72	CHARLOTTESVILLE	VA	4/23/2012	Polygon
CSX658669001	NATIONAL RAILROAD PASSENGER CORPORATION	RESERVE	Land	REAL ESTATE - LAND ONLY	A 881.76	TAMPA	FL	6/19/2010	Polygon
CSX772879	NELSON COUNTY OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 205.54	LYNDHURST	VA	9/25/2014	Polygon
CSX794523	ORANGE TOWN OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CAA 0.56	ORANGE	VA	1/1/2016	Polygon
CSX798688	ORANGE TOWN OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CAA 0.80	ORANGE	VA	1/1/2016	Polygon
DOT224681A	VIRGINIA COMMONWEALTH OF	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 184.53	CHARLOTTESVILLE1	VA	12/8/1958	LINE
DOT224806X	VIRGINIA DEPT OF TRANSPORTATION	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 252.71	GOSHEN	VA	4/6/1935	LINE
DOT231409S	AVR INC	RESERVE	Land	REAL ESTATE - LAND ONLY	CA 194.10	CROZET	VA	8/18/1954	Polygon
CSX048222020	CHARLOTTESVILLE CITY OF	RESERVE	Land	REAL ESTATE - LAND-SHORT LINE	CA 181.67	CHARLOTTESVILLE	VA	12/20/2004	Polygon
CSX048222023	UNIVERSITY OF VIRGINIA	RESERVE	Land	REAL ESTATE - LAND-SHORT LINE	N/A 182.47	CHARLOTTESVILLE	VA	2/23/2016	Polygon
CSX048222024	CITY OF CHARLOTTESVILLE	RESERVE	Land	REAL ESTATE - LAND-SHORT LINE	CA 182.10	CHARLOTTESVILLE	VA	9/29/2014	Polygon
CSX048222025	CITY OF WAYNESBORO	RESERVE	Land	REAL ESTATE - LAND-SHORT LINE	N/A 208.39	WAYNESBORO	VA	9/18/2015	Polygon
CO 037426	OLD IVY INN INC	RESERVE	Land	REAL ESTATE - SIGNBOARD	CA 183.9	CHARLOTTESVILLE	VA	6/20/1955	Point
CO 050031	PETERSON ADVERTISING CO	RESERVE	Land	REAL ESTATE - SIGNBOARD	CA 221.00	STAUNTON	VA	12/13/1965	Point
CO L24721	OUTFRONT MEDIA LLC	RESERVE	Land	REAL ESTATE - SIGNBOARD	CA 205.97	AFTON1	VA	9/17/1953	Point
CSX040351	LAMAR ADVERTISING CO	RESERVE	Land	REAL ESTATE - SIGNBOARD	CA 188.89	IVY	VA	3/5/2001	Point

CO 000182	LOUISA FEED SERVICE INC	RESERVE	Track	SIDETRACK	CA 144.52	LOUISA	VA	9/9/1976	LINE
CO 000256	AMERICAN AGGREGATES CORP	RESERVE	Track	SIDETRACK	CA 114.39	VERDON	VA	3/6/1977	LINE
CO 000507	RECTOR AND VISITORS OF THE UNIVERSITY OF	RESERVE	Track	SIDETRACK	CA 182.71	CHARLOTTESVILLE1	VA	12/10/1985	LINE
CO 000539	ORANGE MADISON COOP FARM SERVICE INC	RESERVE	Track	SIDETRACK	CAA 1.95	ORANGE	VA	11/1/1986	LINE
CO 000944	STANDARD OIL CO	RESERVE	Track	SIDETRACK	CA 180.00	CHARLOTTESVILLE	VA	2/1/1896	LINE
CO 005623	STAUNTON CITY OF	RESERVE	Track	SIDETRACK	CA 220.50	STAUNTON	VA	10/14/1915	LINE
CO 006146	J R COVER AND SONS	RESERVE	Track	SIDETRACK	CA 239.78	AUGUSTA SPRINGS	VA	2/1/1917	LINE
CO 020794	VIRGINIA UNIVERSITY OF	RESERVE	Track	SIDETRACK	CA 182.71	CHARLOTTESVILLE1	VA	1/28/1938	LINE
CO 021182	CROZET ICE AND COLD STORAGE CO	RESERVE	Track	SIDETRACK	CA 194.01	CROZET	VA	1/20/1917	LINE
CO 028754	BURKE PARSONS BOWLBY CORP	RESERVE	Track	SIDETRACK	CA 253.00	GOSHEN	VA	8/10/1946	LINE
CO 033502	AUGUSTA COOP BUREAU INC	RESERVE	Track	SIDETRACK	CA 218.75	STAUNTON	VA	2/27/1951	LINE
CO 037363	AMERICAN AGGREGATES CORP	RESERVE	Track	SIDETRACK	CA 115.07	VERDON	VA	5/11/1955	LINE
CO 043789	ORANGE MADISON COOP FARM SERVICE INC	RESERVE	Track	SIDETRACK	CAA 0.22	ORANGE	VA	6/6/1958	LINE
CO 055208	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Track	SIDETRACK	CA 137.00	FREDERICK HALL	VA	7/16/1970	LINE
CO 055396	OWENS ILLINOIS INC	RESERVE	Track	SIDETRACK	CA 252.99	GOSHEN	VA	8/18/1970	LINE
CO 055837	MEADWESTVACO CONSUMER PACKAGING GROUP LL	RESERVE	Track	SIDETRACK	CA 248.78	BELLS VALLEY	VA	1/18/1971	LINE
CO 063009	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Track	SIDETRACK	CA 137.24	MINERAL	VA	3/10/1983	LINE
CO 064013	VIRGINIA UNIVERSITY OF	RESERVE	Track	SIDETRACK	CA 182.71	CHARLOTTESVILLE1	VA	1/28/1938	LINE
CO L07814	TEXAS CO	RESERVE	Track	SIDETRACK	CA 221.12	STAUNTON	VA	3/21/1931	LINE
CO L10201	CONSUMERS SUPPLY CO INC	RESERVE	Track	SIDETRACK	CA 181.97	CHARLOTTESVILLE	VA	4/15/1935	LINE
CO L13443	VIRGINIA COMMONWEALTH OF	RESERVE	Track	SIDETRACK	CA 220.49	STAUNTON	VA	7/29/1939	LINE
CO L18902	APPALACHIAN WOOD PRESERVING CO	RESERVE	Track	SIDETRACK	CA 252.98	GOSHEN	VA	8/10/1946	LINE
CO L22754	AUGUSTA COOP FARM BUREAU INC	RESERVE	Track	SIDETRACK	CA 218.75	STAUNTON	VA	2/27/1951	LINE
CO L25662	B P OIL CORP	RESERVE	Track	SIDETRACK	CH 218.53	STAUNTON	VA	1/12/1955	LINE
CSX007401	KLOCKNER PENTAPLAST OF AMERICA INC	RESERVE	Track	SIDETRACK	CA 162.02	GORDONSVILLE1	VA	6/6/1988	LINE
CSX023725001	WEYERHAEUSER COMPANY	RESERVE	Track	SIDETRACK	CA 161.00	GORDONSVILLE	VA	2/3/1995	LINE
CSX046565	U S SILICA CO	RESERVE	Track	SIDETRACK	BC 123.83	BEAVERDAM	VA	2/2/2004	LINE
CSX048222021	STELLA JONES CORP	RESERVE	Track	SIDETRACK	CA 253.06	GOSHEN	VA	12/20/2004	LINE
CSX023159	LIVIA PROPERTIES II	RESERVE	Track	SIDETRACK - TRAFFIC GUARANTEE	CA 222.30	STAUNTON	VA	9/23/1994	LINE
CO L38619	VIRGINIA VERMICULITE LTD	RESERVE	Track Lease	TRACK LEASE - LOADING/UNLOADING	CA 146.30	LOUISA	VA	11/1/1978	Polygon
CO L39100	LUCK STONE CORP	RESERVE	Track Lease	TRACK LEASE - LOADING/UNLOADING	CA 176.39	SHADWELL	VA	3/1/1981	LINE
CO 050028	JEFFERSON CABLE CORP	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 181.00	CHARLOTTESVILLE	VA	12/9/1965	LINE
CO L28820	LOCHER SILICA CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 253.54	GOSHEN	VA	3/4/1959	LINE
CO L34889	MADISON CABLEVISION INC	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CAA 0.08	ORANGE	VA	7/29/1970	LINE
CO L40546	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 146.44	LOUISA	VA	1/28/1985	LINE
CO L40579	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 140.00	MINERAL	VA	5/21/1985	LINE
CO L40652	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 220.90	STAUNTON	VA	10/1/1985	LINE
CSX010549	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 150.20	LOUISA	VA	8/8/1989	LINE
CSX012114	MULTI CHANNEL TV CABLE CO INC	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 176.62	SHADWELL	VA	11/21/1989	LINE
CSX013292	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 218.63	STAUNTON	VA	10/23/1990	LINE
CSX014665	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CAA 1.00	ORANGE	VA	5/17/1991	LINE
CSX015645	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 191.44	CHARLOTTESVILLE1	VA	12/2/1991	LINE
CSX019227	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 195.00	CHARLOTTESVILLE1	VA	5/7/1993	LINE
CSX022876	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 186.11	FARMINGTON	VA	7/11/1994	LINE
CSX026964	COMCAST CORPORATION	RESERVE	Utility	WIRELINE - CABLE TV - CROSSING	CA 176.33	SHADWELL	VA	8/28/1995	LINE
CO 055317	MADISON CABLEVISION INC	RESERVE	Utility	WIRELINE - CABLE TV PUBLIC R/W - CROSSING	CAA 1	ORANGE	VA	7/29/1970	LINE
CO L31617	COMCAST	RESERVE	Utility	WIRELINE - CABLE TV PUBLIC R/W - CROSSING	CA 208.61	WAYNESBORO	VA	3/31/1964	LINE
CO L38418	MADISON CABLEVISION INC	RESERVE	Utility	WIRELINE - CABLE TV PUBLIC R/W - CROSSING	CAA 0.04	ORANGE	VA	12/16/1977	LINE
CO L38602	RIVANNA WATER AND SEWER AUTHORITY	RESERVE	Utility	WIRELINE - CABLE TV PUBLIC R/W - CROSSING	CA 180.07	CHARLOTTESVILLE	VA	10/25/1978	LINE
CO 004553	STAUNTON LIGHTING CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 221.29	STAUNTON	VA	7/18/1912	LINE
CO 004850	CROZET AMUSEMENT CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 194.82	CROZET	VA	4/12/1913	LINE
CO 006228	RIVERSIDE LIGHT & POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 207.24		VA	3/30/1917	LINE
CO 008414	CARTER CORP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 194.62	CROZET	VA	10/11/1921	LINE
CO 010910223	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.03	GORDONSVILLE	VA	9/20/1993	LINE
CO 010910227	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 162.00	GORDONSVILLE1	VA	9/20/1993	LINE
CO 020424	RAPPAHANOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 120.00	TEMAN	VA	6/22/1937	LINE

CO 022948	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 116.00	VERDON	VA	6/12/1940	LINE
CO 023132	BARC ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 272.03	SELMA	VA	8/30/1940	LINE
CO 024485	B A R C ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 258.90		VA	1/2/1942	LINE
CO 024788	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 204.00	AFTON	VA	2/26/1942	LINE
CO 029494	NORFOLK SOUTHERN RAILWAY CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.00	ORANGE	VA	4/18/1946	LINE
CO 042885	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 131.00	BUMPASS	VA	2/7/1957	LINE
CO 044556	LOCHER SILICA CORP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 253.00	GOSHEN	VA	3/4/1959	LINE
CO 045494	BARC ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 269.73	MILLBORO	VA	10/11/1960	LINE
CO L05114	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 160.10	GORDONSVILLE	VA	1/31/1927	LINE
CO L05808	VIRGINIA ELECTIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	N/A	RICHMOND	VA	8/23/1927	LINE
CO L06058	CRAWFORD S A	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 220.28	STAUNTON	VA	11/13/1928	LINE
CO L06244	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 225.00	SWOOPE	VA	12/12/1928	LINE
CO L06279	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 229.00	SWOOPE	VA	2/21/1929	LINE
CO L06283	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 210.00	WAYNESBORO	VA	3/5/1929	LINE
CO L06297	VIRGINIA PUBLIC SERVICE CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 222.00	STAUNTON	VA	3/18/1929	LINE
CO L06682	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 160.22	GORDONSVILLE	VA	7/12/1929	LINE
CO L06905	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 198.00	GREENWOOD	VA	3/7/1930	LINE
CO L07645	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 208.00	WAYNESBORO	VA	12/5/1930	LINE
CO L07652	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 224.00	LAGRANGE	VA	1/3/1931	LINE
CO L07666	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 243.00	CRAIGSVILLE	VA	1/26/1931	LINE
CO L07975	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 223.00	STAUNTON	VA	5/29/1931	LINE
CO L08301	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 160.00	GORDONSVILLE	VA	11/19/1931	LINE
CO L08362	VIRGINIA ELECTRIC AAND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 146.44	LOUISA	VA	11/5/1931	LINE
CO L08727	LOWMAN LIGHT AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 260.00	MILLBORO	VA	4/25/1932	LINE
CO L08747	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 187.42	IVY	VA	8/17/1932	LINE
CO L08820	Virginia Electric and power Company dba	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 166.98	COBHAM	VA	9/12/1932	LINE
CO L10910025	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 201.00	GREENWOOD	VA	5/27/2005	LINE
CO L10910029	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.47	ORANGE	VA	5/27/2005	LINE
CO L10910034	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 220.90	STAUNTON	VA	5/27/2005	LINE
CO L10910035	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 221.68	STAUNTON	VA	5/27/2005	LINE
CO L10910040	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.32	ORANGE	VA	5/27/2005	LINE
CO L10910056	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 227.00	LAGRANGE	VA	5/27/2005	LINE
CO L10910059	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 174.84	KESWICK	VA	5/27/2005	LINE
CO L10910060	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 151.00	TREVILIAN	VA	5/27/2005	LINE
CO L10910063	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	5/27/2005	LINE
CO L10910067	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 252.34	GOSHEN	VA	5/27/2005	LINE
CO L10910069	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 150.00	TREVILIAN	VA	5/27/2005	LINE
CO L10910083	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 196.00	CROZET	VA	5/27/2005	LINE
CO L10910086	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 243.35	CRAIGSVILLE	VA	5/27/2005	LINE
CO L10910095	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.39	ORANGE	VA	5/27/2005	LINE
CO L10910105	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 254.00	GOSHEN	VA	5/27/2005	LINE
CO L10910161	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 253.00	GOSHEN	VA	5/27/2005	LINE
CO L10910169	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 176.00	SHADWELL	VA	5/27/2005	LINE
CO L10910173	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 241.00	AUGUSTA SPRINGS	VA	5/27/2005	LINE
CO L10910183	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 239.00	AUGUSTA SPRINGS	VA	5/27/2005	LINE
CO L10910186	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 253.00	GOSHEN	VA	5/27/2005	LINE
CO L10910191	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 207.00	WAYNESBORO	VA	5/27/2005	LINE
CO L10910194	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 225.00	SWOOPE	VA	5/27/2005	LINE
CO L10910196	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 224.36	LAGRANGE	VA	5/27/2005	LINE
CO L10910205	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	5/27/2005	LINE
CO L10910211	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 148.00	LOUISA	VA	5/27/2005	LINE
CO L10910218	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 181.79	CHARLOTTESVILLE	VA	5/27/2005	LINE
CO L10910221	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 161.90	GORDONSVILLE1	VA	5/27/2005	LINE
CO L10910222	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 161.93	GORDONSVILLE1	VA	5/27/2005	LINE
CO L10910223	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 162.47	GORDONSVILLE1	VA	5/27/2005	LINE
CO L10910227	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 161.00	GORDONSVILLE1	VA	5/27/2005	LINE

CO L10910236	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 203.00	AFTON	VA	5/27/2005	LINE
CO L10910237	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 198.00	GREENWOOD	VA	5/27/2005	LINE
CO L10910238	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 199.00	GREENWOOD	VA	5/27/2005	LINE
CO L10910239	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 198.46	CROZET	VA	5/27/2005	LINE
CO L10910242	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 242.00	FORDWICK	VA	5/27/2005	LINE
CO L10910246	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 162.00	LOUISA	VA	5/27/2005	LINE
CO L10910247	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 176.34	SHADWELL	VA	5/27/2005	LINE
CO L10910250	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 162.48	LOUISA	VA	5/27/2005	LINE
CO L10910253	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 210.00	WAYNESBORO	VA	5/27/2005	LINE
CO L10910257	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.38	ORANGE	VA	5/27/2005	LINE
CO L10910260	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.26	ORANGE	VA	5/27/2005	LINE
CO L10910265	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 162.00	LOUISA	VA	5/27/2005	LINE
CO L10910267	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 206.68	WAYNESBORO	VA	5/27/2005	LINE
CO L10910268	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 185.00	FARMINGTON	VA	5/27/2005	LINE
CO L10910269	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 204.95	AFTON	VA	5/27/2005	LINE
CO L10910285	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 2.00	GORDONSVILLE	VA	5/27/2005	LINE
CO L10910289	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 185.59	FARMINGTON	VA	5/27/2005	LINE
CO L10910291	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 184.00	FARMINGTON	VA	5/27/2005	LINE
CO L10910303	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 180.00	CHARLOTTESVILLE1	VA	5/27/2005	LINE
CO L10910324	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 178.00	SHADWELL	VA	5/27/2005	LINE
CO L10910337	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 219.85	STAUNTON	VA	5/27/2005	LINE
CO L10910338	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 221.28	STAUNTON	VA	5/27/2005	LINE
CO L10910340	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 253.00	GOSHEN	VA	5/27/2005	LINE
CO L10910345	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 140.00	MINERAL	VA	5/27/2005	LINE
CO L10910346	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 140.00	MINERAL	VA	5/27/2005	LINE
CO L10910347	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 140.00	MINERAL	VA	5/27/2005	LINE
CO L10910348	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 142.02	MINERAL	VA	5/27/2005	LINE
CO L10910356	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 143.00	LOUISA	VA	5/27/2005	LINE
CO L10910358	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 142.00	LOUISA	VA	5/27/2005	LINE
CO L10910366	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 275.00	ALLEGHANY	VA	5/27/2005	LINE
CO L10910372	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 148.00	LOUISA	VA	5/27/2005	LINE
CO L10910382	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 274.00	CLIFTON FORGE	VA	5/27/2005	LINE
CO L10910390	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 185.35	FARMINGTON	VA	5/27/2005	LINE
CO L10910395	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 180.00	CHARLOTTESVILLE	VA	5/27/2005	LINE
CO L10910397	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 187.00	CHARLOTTESVILLE1	VA	5/27/2005	LINE
CO L10910399	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 161.00	GORDONSVILLE	VA	5/27/2005	LINE
CO L10910402	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 190.00	IVY	VA	5/27/2005	LINE
CO L10910404	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 194.10	CROZET	VA	5/27/2005	LINE
CO L10910405	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 188.00	IVY	VA	5/27/2005	LINE
CO L10910411	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 214.00	FISHERSVILLE	VA	5/27/2005	LINE
CO L10910419	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 132.00	BUCKNER	VA	5/27/2005	LINE
CO L10910471	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 214.00	FISHERSVILLE	VA	5/27/2005	LINE
CO L10910474	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 213.00	FISHERSVILLE	VA	5/27/2005	LINE
CO L10910479	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 221.00	STAUNTON	VA	5/27/2005	LINE
CO L10910513	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 220.00	STAUNTON	VA	5/27/2005	LINE
CO L10910515	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 220.12	STAUNTON	VA	5/27/2005	LINE
CO L10910528	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 211.00	FISHERSVILLE	VA	5/27/2005	LINE
CO L10910530	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 242.00	FORDWICK	VA	5/27/2005	LINE
CO L10910531	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 224.94	FISHERSVILLE	VA	5/27/2005	LINE
CO L10910534	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 222.00	STAUNTON	VA	5/27/2005	LINE
CO L10910535	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 117.00	NORTH ANNA	VA	5/27/2005	LINE
CO L10910539	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 184.00	CHARLOTTESVILLE	VA	5/27/2005	LINE
CO L10910546	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 182.00	CHARLOTTESVILLE1	VA	5/27/2005	LINE
CO L10910549	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 194.15	CROZET	VA	5/27/2005	LINE
CO L10910552	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 181.00	CHARLOTTESVILLE	VA	5/27/2005	LINE
CO L10910553	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 186.65	IVY	VA	5/27/2005	LINE

CO L10910573	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 274.00	LONGDALE	VA	5/27/2005	LINE
CO L10910588	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 273.00	CLIFTON FORGE	VA	5/27/2005	LINE
CO L10910600	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 160.00	GORDONSVILLE	VA	5/27/2005	LINE
CO L10910610	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 187.40	CHARLOTTESVILLE1	VA	5/27/2005	LINE
CO L10910611	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 193.34	CROZET	VA	5/27/2005	LINE
CO L10910634	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 5.00	GORDONSVILLE	VA	5/27/2005	LINE
CO L10910662	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 187.36	IVY	VA	5/27/2005	LINE
CO L11560	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	N/A 182.00	CHARLOTTESVILLE	VA	11/24/1936	LINE
CO L11791	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 112.23	DOSWELL	VA	9/25/1936	LINE
CO L11956	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 174.00	KESWICK	VA	9/27/1937	LINE
CO L12763	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 230.93	SWOOPE	VA	11/1/1938	LINE
CO L13093	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 216.83	FISHERSVILLE	VA	3/6/1939	LINE
CO L13220	VIRGINIA PUBLIC SERVICE CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 140.71	MINERAL	VA	5/24/1938	LINE
CO L13245	B A R C ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 253.67	GOSHEN	VA	5/10/1939	LINE
CO L13478	BARC Electric Cooperative	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 258.89	MILLBORO	VA	8/8/1939	LINE
CO L13619	BARC Electric Cooperative	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 255.17	GOSHEN	VA	12/18/1939	LINE
CO L13702	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 139.00	PENDLETON	VA	11/8/1939	LINE
CO L13743	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 229.02	SWOOPE	VA	10/2/1939	LINE
CO L13959	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 170.00	CAMPBELL	VA	2/20/1940	LINE
CO L14071	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 116.68	DOSWELL	VA	6/12/1940	LINE
CO L14271	B A R C ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 270.00	LONGDALE	VA	8/30/1940	LINE
CO L14272	B A R C ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 273.00	LONGDALE	VA	9/18/1940	LINE
CO L14273	B A R C ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 272.00	LONGDALE	VA	8/30/1940	LINE
CO L14281	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 149.00	LOUISA	VA	8/22/1940	LINE
CO L14400	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 208.55	WAYNESBORO	VA	10/28/1940	LINE
CO L14621001	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 165.36	COBHAM	VA	8/10/1948	LINE
CO L14621002	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 156.43	LOUISA	VA	8/10/1948	LINE
CO L14621004	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 153.66	LOUISA	VA	8/10/1948	LINE
CO L14621005	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 154.41	LOUISA	VA	8/10/1948	LINE
CO L14621006	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 191.68	CROZET	VA	8/10/1948	LINE
CO L14621008	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 152.56	LOUISA	VA	8/10/1948	LINE
CO L14621011	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAB 165.92	KESWICK	VA	8/10/1948	LINE
CO L14621012	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 3	ORANGE	VA	8/10/1948	LINE
CO L14621015	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 156	GORDONSVILLE1	VA	8/10/1948	LINE
CO L14621017	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 151.75	GORDONSVILLE1	VA	8/10/1948	LINE
CO L14621018	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 160	GORDONSVILLE1	VA	8/10/1948	LINE
CO L14621020	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 154.00	TREVILIANS	VA	8/10/1948	LINE
CO L14621021	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 4.00	ORANGE	VA	8/10/1948	LINE
CO L14621022	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 3.00	ORANGE	VA	8/10/1948	LINE
CO L14621024	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 155	GORDONSVILLE1	VA	8/10/1948	LINE
CO L14621025	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 157.00	GORDONSVILLE	VA	8/10/1948	LINE
CO L14621027	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 157.05	LOUISA	VA	8/10/1948	LINE
CO L14621030	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 158.70	LOUISA	VA	8/10/1948	LINE
CO L14621031	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 155.50	LOUISA	VA	8/10/1948	LINE
CO L14621040	CENTRAL VIRGINIA ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 166.48	COBHAM	VA	8/10/1948	LINE
CO L14777	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 210.00	WAYNESBORO	VA	5/1/1941	LINE
CO L14816	CHARLOTTESVILLE WOOLEN MILLS	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 180.00	CHARLOTTESVILLE1	VA	3/13/1941	LINE
CO L15049	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 219.00	STAUNTON	VA	10/14/1941	LINE
CO L16834	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 138.49	PENDLETONS	VA	11/16/1943	LINE
CO L17436	STAUNTON CITY OF	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 220.51	STAUNTON	VA	9/1/1943	LINE
CO L19021	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 231.61	SWOOPE	VA	9/23/1946	LINE
CO L19046	BARC Electric Cooperative	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 247.37	BELLS VALLEY	VA	5/30/1946	LINE
CO L20906	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 216.96	FISHERSVILLE	VA	6/25/1948	LINE
CO L21503	B A R C ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 260.00	MILLBORO	VA	5/27/1949	LINE
CO L21512	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 125.60	BEAVERDAM	VA	11/30/1948	LINE
CO L22115	B A R C ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 256.80	MILLBORO	VA	9/9/1949	LINE

CO L22690	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 233.65	SWOOPE	VA	10/10/1950	LINE
CO L22840	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 130.78	MINERAL	VA	10/17/1949	LINE
CO L23154	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 117.34	NOEL	VA	4/25/1951	LINE
CO L24381	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 117.9	NOEL	VA	11/18/1952	LINE
CO L26618	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 120.44	BEAVERDAM	VA	11/7/1955	LINE
CO L26635	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 127.21	TYLER	VA	11/7/1955	LINE
CO L27043	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 136.77	PENDLETONS	VA	6/5/1956	LINE
CO L27275	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 215.00	BRAND	VA	9/24/1956	LINE
CO L27364	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 127.21	TYLER	VA	1/30/1957	LINE
CO L27481	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 135.80	MINERAL	VA	1/3/1957	LINE
CO L28005	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	N/A 131.00	BUMPASS	VA	2/7/1957	LINE
CO L29793	B A R C ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 270.00	MILLBORO	VA	9/12/1960	LINE
CO L29848	ROUTE 240 LLC	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 194.00	CROZET	VA	11/22/1960	LINE
CO L33257	SHENANDOAH VALLEY ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 215.10	FISHERSVILLE	VA	11/13/2013	LINE
CO L33258	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	N/A 216.00	BRAND	VA	7/18/1967	LINE
CO L33812	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 145.41	LOUISA	VA	8/22/1968	LINE
CO L34545	ORANGE MADISON COOP FARM SERVICE	RESERVE	Utility	WIRELINE - POWER - CROSSING	CAA 0.22	ORANGE	VA	10/31/1969	LINE
CO L40232	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 111.95	DOSWELL	VA	10/20/1982	LINE
CO L40615	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 259.11	MILLBORO	VA	6/29/1985	LINE
CO L40631	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 133.78	MINERAL	VA	10/14/1985	LINE
CO L45516	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 182.48	CHARLOTTESVILLE	VA	3/12/1987	LINE
CSX023359	BARC Electric Cooperative	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 246.09	CRAIGSVILLE	VA	8/23/2019	LINE
CSX028620	BARC Electric Cooperative	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 247.90	BELLS VALLEY	VA	2/10/1997	LINE
CSX033091	RAPPAHANNOCK ELECTRIC CO OP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 131.21	BUCKNER	VA	7/27/1998	LINE
CSX033099	RAPPAHANNOCK ELECTRIC CO OP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 131.21	BUCKNER	VA	7/28/1998	LINE
CSX042392	SHENANDOAH VALLEY ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 214.57	STAUNTON1	VA	10/4/2001	LINE
CSX042467	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 115.68	DOSWELL	VA	10/19/2001	LINE
CSX046705	VIRGINIA UNIVERSITY OF THE RECTOR AND VI	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 182.46	CHARLOTTESVILLE	VA	8/16/2004	LINE
CSX058832	COMCAST CABLE COMMUNICATION	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 112.18	DOSWELL	VA	10/1/2007	LINE
CSX058979	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - CROSSING	CA 194.99	CROZET	VA	4/30/2008	LINE
RFP0C1224012	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - CROSSING	CFP 46.83	WOODFORD	VA	11/1/1936	LINE
CO 006808	RIVERSIDE LIGHT AND POWER CO	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 209.00	WAYNESBORO	VA	7/24/1918	LINE
CO 012786	CRAWFORD S A	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 220.28	STAUNTON	VA	11/13/1928	LINE
CO 023095	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 149.00	LOUISA	VA	8/22/1940	LINE
CO 024870	SOUTHERN WELDING AMD MACHINE CO	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	11/4/1941	LINE
CO 025668	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	1/30/1943	LINE
CO L13219	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 120.44	BEAVERDAM	VA	4/26/1939	LINE
CO L14066	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 115.00	VERDON	VA	6/12/1940	LINE
CO L14352	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 208.62	WAYNESBORO	VA	10/31/1940	LINE
CO L15831	LEHIGH PORTLAND CEMENT CO	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 243.00	CRAIGSVILLE	VA	8/14/1942	LINE
CO L20351	RAPPAHANNOCK ELECTRIC COOPERATIVE	RESERVE	Utility	WIRELINE - POWER PUBLIC R/W - CROSSING	CA 127.20	TYLER	VA	7/31/1948	LINE
CO 005291	CAMPBELL TERRELL TELEGRAPH AND TELEPHONE	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 112.00	DOSWELL	VA	10/24/1914	LINE
CO 006159	JARMAN GAP ORCHARD ASSOCIATION INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 198.00	GREENWOOD	VA	5/1/1916	LINE
CO 006720	DUNDAS F DESALES	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 224.91	SWOOPE	VA	4/5/1918	LINE
CO 006790	MUNN HENRY F	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 198.00	CROZET	VA	12/6/1918	LINE
CO 012269010	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 221.89	STAUNTON	VA	11/4/1941	LINE
CO 012269024	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 130.00	BUMPASS	VA	11/4/1941	LINE
CO 012269027	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 134.00	FREDERICK HALL	VA	11/4/1941	LINE
CO 012269028	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 142.00	MINERAL	VA	11/4/1941	LINE
CO 012269030	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 7.00	ORANGE	VA	11/4/1941	LINE
CO 012269034	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 153.00	GREEN SPRINGS	VA	11/4/1941	LINE
CO 012269036	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 200.00	GREENWOOD	VA	11/4/1941	LINE
CO 012269041	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 5.00	ORANGE	VA	11/4/1941	LINE
CO 012269042	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 157.00	MELTON	VA	11/4/1941	LINE
CO 012269043	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 227.19	SWOOPE	VA	11/4/1941	LINE
CO 012269044	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 222.63	STAUNTON	VA	11/4/1941	LINE

CO 012269047	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 154.00	GREEN SPRINGS	VA	11/4/1941	LINE
CO 012269050	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 157.00	MELTON	VA	11/4/1941	LINE
CO 012269051	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 250.00	BELLS VALLEY	VA	11/4/1941	LINE
CO 012269052	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 151.00	GORDONSVILLE1	VA	11/4/1941	LINE
CO 012269053	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 159.00	GORDONSVILLE1	VA	11/4/1941	LINE
CO 012269060	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 134.00	FREDERICK HALL	VA	11/4/1941	LINE
CO 012269061	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 131.00	BUCKNER	VA	11/4/1941	LINE
CO 012269062	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 135.00	FREDERICK HALL	VA	11/4/1941	LINE
CO 012269064	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 134.00	FREDERICK HALL	VA	11/4/1941	LINE
CO 012269068	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 247.00	GOSHEN	VA	11/4/1941	LINE
CO 012269073	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 142.00	MINERAL	VA	11/4/1941	LINE
CO 012269077	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 149.32	LOUISA	VA	11/4/1941	LINE
CO 012269078	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 159.00	GORDONSVILLE1	VA	11/4/1941	LINE
CO 012269081	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 146.63	LOUISA	VA	11/4/1941	LINE
CO 012269082	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 1.00	ORANGE	VA	11/4/1941	LINE
CO 012269088	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 244.00	CRAIGSVILLE	VA	11/4/1941	LINE
CO 012269091	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 154.00	GREEN SPRINGS	VA	11/4/1941	LINE
CO 012269100	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 9.00	GORDONSVILLE	VA	11/4/1941	LINE
CO 012269101	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 219.00	STAUNTON	VA	11/4/1941	LINE
CO 012269105	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 165.00	LINDSAY	VA	11/4/1941	LINE
CO 012269106	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 250.00	GOSHEN	VA	11/4/1941	LINE
CO 012269107	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 250.00	BELLS VALLEY	VA	11/4/1941	LINE
CO 012269108	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 137.00	PENDLETON	VA	11/4/1941	LINE
CO 012269111	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 253.00	GOSHEN	VA	11/4/1941	LINE
CO 012269112	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 251.00	GOSHEN	VA	11/4/1941	LINE
CO 012269114	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 162.00	GORDONSVILLE1	VA	11/4/1941	LINE
CO 012269115	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 143.00	LOUISA	VA	11/4/1941	LINE
CO 012269120	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 143.00	MINERAL	VA	11/4/1941	LINE
CO 012269125	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 138.00	PENDLETON	VA	11/4/1941	LINE
CO 012269126	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 0.07	ORANGE	VA	11/4/1941	LINE
CO 012269127	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 137.00	MINERAL	VA	11/4/1941	LINE
CO 012269129	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 153.00	GREEN SPRINGS	VA	11/4/1941	LINE
CO 012269130	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 140.00	MINERAL	VA	11/4/1941	LINE
CO 012269134	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 145.50	LOUISA	VA	11/4/1941	LINE
CO 012269137	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 258.00	MILLBORO	VA	11/4/1941	LINE
CO 012269138	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 249.00	BELLS VALLEY	VA	11/4/1941	LINE
CO 012269139	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 159.00	GORDONSVILLE1	VA	11/4/1941	LINE
CO 012269144	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 199.00	GREENWOOD	VA	11/4/1941	LINE
CO 012269145	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 226.17	LAGRANGE	VA	11/4/1941	LINE
CO 012269150	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 218	FISHERSVILLE	VA	11/4/1941	LINE
CO 012269151	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 218.00	FISHERSVILLE	VA	11/4/1941	LINE
CO 012269152	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 218.42	STAUNTON	VA	11/4/1941	LINE
CO 012269155	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 144.00	LOUISA	VA	11/4/1941	LINE
CO 012269157	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 161.00	GORDONSVILLE	VA	11/4/1941	LINE
CO 012269163	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 198.00	GREENWOOD	VA	11/4/1941	LINE
CO 012269211	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	N/A 204	AFTON	VA	11/4/1941	LINE
CO 012269219	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 146.78	LOUISA	VA	11/4/1941	LINE
CO 012269220	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 159.00	LOUISA	VA	11/4/1941	LINE
CO 012269221	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 149.00	LOUISA	VA	11/4/1941	LINE
CO 012269222	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 152.00	TREVILIANS	VA	11/4/1941	LINE
CO 012269226	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 247.00	BELLS VALLEY	VA	11/4/1941	LINE
CO 012269227	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 244.00	CRAIGSVILLE	VA	11/4/1941	LINE
CO 012269228	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 252.91	GOSHEN	VA	11/4/1941	LINE
CO 012269229	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 225.00	SWOOPE	VA	11/4/1941	LINE
CO 012269230	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 146.65	LOUISA	VA	11/4/1941	LINE
CO 012269231	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 146.55	LOUISA	VA	11/4/1941	LINE

CO 012269232	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 249.00	BELLS VALLEY	VA	11/4/1941	LINE
CO 012269233	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 253.00	GOSHEN	VA	11/4/1941	LINE
CO 012269234	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 252.00	GOSHEN	VA	11/4/1941	LINE
CO 012269235	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 251.00	BELLS VALLEY	VA	11/4/1941	LINE
CO 012269236	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 247.00	BELLS VALLEY	VA	11/4/1941	LINE
CO 012269249	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 9.00	GORDONSVILLE	VA	11/4/1941	LINE
CO 012269255	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 221.89	STAUNTON	VA	11/4/1941	LINE
CO 012269263	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 140.71	MINERAL	VA	11/4/1941	LINE
CO 012269264	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 140.00	MINERAL	VA	11/4/1941	LINE
CO 012269267	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 253.00	GOSHEN	VA	11/4/1941	LINE
CO 012269269	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 134.00	FREDERICK HALL	VA	11/4/1941	LINE
CO 012269288	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 156.00	GORDONSVILLE1	VA	11/4/1941	LINE
CO 012269289	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 156.00	GREEN SPRINGS	VA	11/4/1941	LINE
CO 012269290	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 204.00	AFTON	VA	11/4/1941	LINE
CO 012269722	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 3.13	ORANGE	VA	11/4/1941	LINE
CO 012269777	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 131.77	LOUISA	VA	11/4/1941	LINE
CO 012269803	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 0.94	ORANGE	VA	11/4/1941	LINE
CO 012269809	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	N/A 260	MILLBORO	VA	11/4/1941	LINE
CO 012269810	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	N/A 240	AUGUSTA SPRINGS	VA	11/4/1941	LINE
CO 012269812	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 153.55	LOUISA	VA	11/4/1941	LINE
CO 012269813	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 148.72	LOUISA	VA	11/4/1941	LINE
CO 012269814	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 146.78	LOUISA	VA	11/4/1941	LINE
CO 012269816	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 138.47	MINERAL	VA	11/4/1941	LINE
CO 012269817	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 135.88	MINERAL	VA	11/4/1941	LINE
CO 012269818	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 131.44	MINERAL	VA	11/4/1941	LINE
CO 020769	UNITED STATES OF DEPT OF AGRICULTURE FOR	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 270.00	CLIFTON FORGE	VA	9/2/1937	LINE
CO 041905	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 121.08	VERDON	VA	11/7/1955	LINE
CO L05881	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 216.00	FISHERVILLE	VA	7/9/1928	LINE
CO L06256	SOUTH EAST PUBLIC SERVICE CORP OF VIRGIN	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 194.8	CROZET	VA	1/19/1929	LINE
CO L06576	BEASLEY J W	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 112.00	DOSWELL	VA	7/1/1929	LINE
CO L07642	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 244.00	CRAIGSVILLE	VA	1/23/1930	LINE
CO L07650	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 146.65	LOUISA	VA	2/13/1930	LINE
CO L07660	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 146.55	LOUISA	VA	2/17/1930	LINE
CO L08372	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 171.00	CAMPBELL	VA	12/23/1931	LINE
CO L09033	U S DEPT OF AGRICULTURE	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 251.00	GOSHEN	VA	3/14/1933	LINE
CO L09207	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 123.00	TEMAN	VA	5/11/1933	LINE
CO L09499	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 160.39	GORDONSVILLE	VA	3/1/1933	LINE
CO L09626	STAUNTON CITY OF	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 221.69	STAUNTON	VA	1/19/1933	LINE
CO L10108	LANDES J H	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 222.92	STAUNTON	VA	12/28/1934	LINE
CO L10782	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 181.00	CHARLOTTESVILLE	VA	12/3/1935	LINE
CO L11548	DUNDAS F DESALES	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 224.91	STAUNTON1	VA	4/5/1918	LINE
CO L12174	U S DEPT OF AGRICULTURE FOREST SERVICES	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 270.26	GRIFFITH	VA	9/2/1937	LINE
CO L12545001	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 180.00	CHARLOTTESVILLE1	VA	5/6/1938	LINE
CO L13441	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAB 176.27	SHADWELL	VA	6/29/1939	LINE
CO L15871	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 170.34	CAMPBELL	VA	8/28/1942	LINE
CO L16644	LUMOS NETWORKS INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 218.60	STAUNTON	VA	4/27/1943	LINE
CO L16646	COINER NOAH W	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 210.00	WAYNESBORO	VA	7/30/1943	LINE
CO L18054	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 154.06	LOUISA	VA	6/22/1945	LINE
CO L18210	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CAA 8.89	GORDONSVILLE	VA	7/24/1945	LINE
CO L19447	LIPSCOMB L D	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 204.00	AFTON	VA	8/28/1946	LINE
CO L20109	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 193.36	CROZET	VA	2/28/1947	LINE
CO L21235	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	N/A 129.00	BUCKNER	VA	9/1/1948	LINE
CO L21250	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 148.05	LOUISA	VA	12/12/1947	LINE
CO L22772	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 223.89	LAGRANGE	VA	1/24/1950	LINE
CO L24776	CAMPBELL TERRELL TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 113.27	DOSWELL	VA	12/13/1951	LINE
CO L25994	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 122.82	TEMAN	VA	5/12/1953	LINE

CO L26440	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 218.00	BRAND	VA	10/5/1954	LINE
CO L26536	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 253.00	GOSHEN	VA	1/6/1953	LINE
CO L26589	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 216.65	FISHERSVILLE	VA	7/9/1951	LINE
CO L26617	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 115.00	VERDON	VA	11/7/1955	LINE
CO L26633	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 119.80	BEAVERDAM	VA	11/7/1955	LINE
CO L26634	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 125.00	TYLER	VA	11/7/1955	LINE
CO L26638	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 123.00	TEMAN	VA	11/7/1955	LINE
CO L26785	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 217.00	STAUNTON1	VA	11/5/1951	LINE
CO L26821	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 156.22	LOUISA	VA	11/29/1951	LINE
CO L28447	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 196.19	CROZET	VA	7/30/1958	LINE
CO L28904	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 221.34	STAUNTON	VA	3/30/1959	LINE
CO L28949	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 228.66	SWOOPE	VA	5/8/1959	LINE
CO L29158	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 259.99	MILLBORO	VA	9/1/1959	LINE
CO L29307	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 160.00	GORDONSVILLE	VA	2/5/1960	LINE
CO L29315	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 160.00	GORDONSVILLE	VA	2/5/1960	LINE
CO L29438	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 180.07	CHARLOTTESVILLE	VA	11/17/1959	LINE
CO L29515	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 173.68	KESWICK	VA	4/26/1960	LINE
CO L30453	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 197.87	CHARLOTTESVILLE1	VA	10/10/1961	LINE
CO L30453001	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 198.00	CROZET	VA	10/10/1961	LINE
CO L30803	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 197.00	CHARLOTTESVILLE1	VA	7/16/1962	LINE
CO L31029	COMCAST CORPORATION	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 181.00	CHARLOTTESVILLE	VA	1/21/1963	LINE
CO L31250	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 237.69	NORTH MOUNTAIN	VA	7/2/1963	LINE
CO L31269	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 183.39	CHARLOTTESVILLE	VA	7/17/1963	LINE
CO L32495	JEFFERSON CABLE CORP	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 181.00	CHARLOTTESVILLE	VA	12/9/1965	LINE
CO L32605	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 233.67	SWOOPE	VA	1/25/1966	LINE
CO L33101	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 148.53	LOUISA	VA	5/26/1967	LINE
CO L35168	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 170.41	KESWICK	VA	3/3/1971	LINE
CO L35621	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 197.76	GREENWOOD	VA	3/10/1972	LINE
CO L35661	MERCHANTS AND FARMERS TELEPHONE CO	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 115.88	DOSWELL	VA	5/8/1972	LINE
CO L37940	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 167.31	COBHAM	VA	7/3/1980	LINE
CO L37942	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 176.00	SHADWELL	VA	7/3/1980	LINE
CO L38108	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 184.00	CHARLOTTESVILLE1	VA	6/9/1981	LINE
CO L38907	VIRGINIA TELEPHONE AND TELEGRAPH CO INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 187.40	IVY	VA	3/21/1980	LINE
CO L40005	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 231.00	CHRISTIAN	VA	11/4/1941	LINE
CO L40008	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 229.00	SWOOPE	VA	11/4/1941	LINE
CO L40027	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 197.21	GREENWOOD	VA	6/30/1981	LINE
CO L40225	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	### 148	LOUISA	VA	12/12/1947	LINE
CO L40409	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 123.00	TEMAN	VA	1/24/1984	LINE
CO L40566	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 195.78	CROZET	VA	4/29/1985	LINE
CO L40626	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 171.34	COBHAM	VA	9/20/1985	LINE
CSX005457	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 170.30	CISMONT	VA	4/8/1988	LINE
CSX012177	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 189.15	IVY	VA	4/30/1990	LINE
CSX015683	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 115.88	BEAVERDAM	VA	1/28/1992	LINE
CSX029841	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 247.90	BELLS VALLEY	VA	8/26/1997	LINE
CSX034127	SIEMENS INFORMATION AND COMMUNICATIONS N	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 184.19	CHARLOTTESVILLE1	VA	1/26/1999	LINE
CSX039212	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 150.20	TREVILIAN	VA	8/3/2000	LINE
CSX041185	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 143.88	LOUISA	VA	3/28/2001	LINE
CSX041612	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 185.76	IVY	VA	6/4/2001	LINE
CSX044090	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 207.72	WAYNESBORO	VA	9/23/2002	LINE
CSX675417	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 274.93	CLIFTON FORGE	VA	2/25/2011	LINE
CSX785942276	COMCAST OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA CROSSING	CA 189.02	IVY	VA	7/7/2015	LINE
CO 024237	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 188.00	IVY	VA	10/30/1941	LINE
CO 024442	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 194.80	CROZET	VA	11/26/1941	LINE
CO 025697	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	4/14/1943	LINE
CO 031844	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	4/7/1949	LINE
CO 031946	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 131.00	BUCKNER	VA	9/1/1948	LINE

CO L08374	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 182.00	CHARLOTTESVILLE	VA	12/23/1931	LINE
CO L11362	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 167.00	COBHAM	VA	10/19/1936	LINE
CO L16428	CAMPBELL TERRELL TELEPHONE CO INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 111.93	DOSWELL	VA	5/6/1943	LINE
CO L19914	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 182.10	CHARLOTTESVILLE	VA	3/8/1947	LINE
CO L30273	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 208.44	WAYNESBORO	VA	8/15/1958	LINE
CO L30475	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 208.97	WAYNESBORO	VA	11/20/1961	LINE
CO L30620	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 208.10	WAYNESBORO	VA	4/3/1962	LINE
CO L30867	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CAB 187.96	CHARLOTTESVILLE1	VA	9/12/1962	LINE
CO L31602	JEFFERSON CABLE CORP	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 207.76	WAYNESBORO	VA	3/30/1964	LINE
CO L32005	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	N/A 211.00	WAYNESBORO	VA	12/2/1964	LINE
CO L34991	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CAB 187.98	IVY	VA	10/15/1970	LINE
CO L34992	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 181.99	CHARLOTTESVILLE	VA	10/9/1970	LINE
CO L35061	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 184.68	FARMINGTON	VA	9/22/1970	LINE
CO L35651	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 191.72	IVY	VA	4/20/1972	LINE
CO L35709	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 173.68	KESWICK	VA	6/5/1972	LINE
CO L35953	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 208.10	WAYNESBORO	VA	11/16/1972	LINE
CO L39564	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 121.08	DOSWELL	VA	2/25/1983	LINE
CO L45517	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 183.44	CHARLOTTESVILLE	VA	4/30/1987	LINE
CSX029887	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	N/A 204.00	AFTON	VA	5/1/1942	LINE
CSX034283	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CAA 8.79	GORDONSVILLE	VA	2/9/1999	LINE
CSX675471	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATA PUBLIC R/W - CROSSING	CA 274.09	CLIFTON FORGE	VA	2/25/2011	LINE
CSX885057	VIRGINIA ELECTRIC AND POWER COMPANY DBA	RESERVE	Utility	FIBER OPTIC-TELE/COMM/DATA LONGITUDINAL	CA 143.88	LOUISA	VA	3/28/2019	LINE
CO L07211	LUMOS TELEPHONE INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATE LONGITUDINAL	CA 275.72	CLIFTON FORGE	VA	5/1/1930	LINE
CO L25020	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATE LONGITUDINAL	CA 238.63	AUGUSTA SPRINGS	VA	8/26/1947	LINE
CO L39118	UNIFY, INC.	RESERVE	Utility	WIRELINE-TELE/COMM/DATE LONGITUDINAL	CA 182.72	CHARLOTTESVILLE	VA	2/1/1981	LINE
CSX030291077	VERIZON VIRGINIA INC	RESERVE	Utility	WIRELINE-TELE/COMM/DATE LONGITUDINAL	CA 146.44	LOUISA	VA	3/1/1967	LINE
CSX030406003	CENTRAL TELEPHONE CO OF VIRGINIA	RESERVE	Utility	WIRELINE-TELE/COMM/DATE LONGITUDINAL	CA 186.99	IVY	VA	11/1/1981	LINE
CO 023929	SOUTHERN WELDING AND MACHINE CO	RESERVE	Utility	PIPE LINES	CA 182.47	CHARLOTTESVILLE	VA	8/18/1941	LINE
CO L39779	RIVANNA WATER & SEWER AUTH	RESERVE	Utility	PIPE LINES	CA 186.24	IVY	VA	12/15/1983	LINE
CO L40611	UNIVERSITY OF VIRGINIA	RESERVE	Utility	PIPE LINES	CA 184.	IVY	VA	5/20/1985	LINE
CO L40681	RAPIDAN SERVICE AUTHORITY	RESERVE	Utility	PIPE LINES	CA 161.00	GORDONSVILLE	VA	2/24/1986	LINE
CO L40692	CRAIGSVILLE TOWN OF	RESERVE	Utility	PIPE LINES	CA 244.21	CRAIGSVILLE	VA	5/15/1986	LINE
CO 019952	GRAY J D	RESERVE	Utility	PIPELINE - WATER - LONGITUDINAL	CA 240.00	AUGUSTA SPRINGS	VA	3/10/1937	LINE
CO L08207	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - LONGITUDINAL	CA 220.00	STAUNTON	VA	10/21/1931	LINE
CO L37830	STAUNTON CITY OF	RESERVE	Utility	PIPELINE - WATER - LONGITUDINAL	CA 219.38	STAUNTON	VA	1/2/1980	LINE
CSX753340	RIVANNA WATER & SEWER AUTHORITY	RESERVE	Utility	PIPELINE - WATER - LONGITUDINAL	CA 194.16	CROZET	VA	3/12/2014	LINE
CO 008093	CHARLOTTESVILLE & ALBEMARLE RWY CO	RESERVE	Utility	WIRELINE - POWER - LONGITUDINAL	CA 179.77	KESWICK	VA	9/22/1921	LINE
CO L10910021	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - LONGITUDINAL	CAB 174.18	GLASGOW	VA	5/27/2005	LINE
CO L10910248	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - LONGITUDINAL	CA 161.45	LOUISA	VA	5/27/2005	LINE
CO L10910367	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - LONGITUDINAL	CA 275.00	CLIFTON FORGE	VA	5/27/2005	LINE
CO L10910529	VIRGINIA ELECTRIC AND POWER CO	RESERVE	Utility	WIRELINE - POWER - LONGITUDINAL	CA 237.50	AUGUSTA SPRINGS	VA	5/27/2005	LINE
CSX046943	RAPPAHANNOCK ELECTRIC COOP	RESERVE	Utility	WIRELINE - POWER - LONGITUDINAL	CA 134.27	FREDERICK HALL	VA	3/18/2004	LINE
CSX621656	WIGHT AND COMPANY	RESERVE	Utility	WIRELINE - POWER - LONGITUDINAL	CA 274.00	SELMA	VA	3/1/1920	LINE
RFP0C3275	VIRGINIA NATURAL GAS INC	RESERVE	Utility	PIPELINE - GAS - LONGITUDINAL	CA 119.65	BEAVERDAM	VA	1/24/1991	LINE
Joint Facilities	All Freight Agreements on Exhibit K to the Comprehensive Rail Agreement	RESERVE							
Passenger Operations	All Passenger Agreements on Exhibit K to the Comprehensive Rail Agreement	RESERVE							
Transflo Lease	CSXT/Bulk Intermodal Distribution Services, Inc. dated January 7, 1997	RESERVE							

EXHIBIT G

OWNER'S AGREEMENT

THIS OWNER'S AGREEMENT (this "Agreement") is made as of this _____ day of ____________________, 2021 (the "Effective Date") by **CSX TRANSPORTATION, INC.**, a Virginia corporation ("CSXT"), in favor of **FIDELITY NATIONAL TITLE COMPANY** (the "Title Company"; collectively with CSXT, the "Parties" and each, individually, a "Party").

RECITALS

A. CSXT and the Virginia Department of Rail and Public Transportation, a political subdivision of the Commonwealth of Virginia ("DRPT"), have entered into a Comprehensive Rail Agreement dated as of ________, 2021 (as amended, the "Comprehensive Rail Agreement"), pursuant to which CSXT has agreed to sell and DRPT has agreed to purchase certain interests in railroad rights of way located principally in the Commonwealth of Virginia but also in the District of Columbia and the State of North Carolina, more particularly described therein ("CSXT's ROW"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Comprehensive Rail Agreement.

B. The Title Company has agreed to issue its owner's policy of title insurance in favor of DRPT with respect to the portion of CSXT's ROW identified in the Comprehensive Rail Agreement as "Segment 1" and more particularly described as the "Property" in a deed from CSXT and Richmond, Fredericksburg & Potomac Railway Company to DRPT, to be recorded in various local jurisdictions in Virginia, and in a deed from CSXT to DRPT, to be recorded in the District of Columbia (collectively, the "Segment 1 Deeds" and each, individually, a "Segment 1 Deed").[1]

D. In order to facilitate the closing for Segment 1 and to provide certain assurances to the Title Company to induce the Title Company to insure the gap between Sale Date 1 and recordation of the Segment 1 Deeds and otherwise to issue its owner's policy for Segment 1 in favor of DRPT, CSXT has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the sum of [redacted] ($[redacted]) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSXT hereby agrees as follows:

1. Liens. If any judgment liens, other liens for the payment of money or lis pendens encumber the Property on or before the end of the Post-Closing Period (as hereinafter defined), other than mortgages, deeds of trust, mechanics' and materialmen's liens, and any lien relating to amounts owed by or claims against DRPT, CSXT shall, at its option, cause such lien or lis pendens to be released, provide a corporate surety bond with respect to such lien or lis pendens or execute

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[1] If an Owner's Agreement will be provided for Segment 2 and/or Segment 3, references to Segment 1 and other relevant provisions will be modified as appropriate.

and deliver to the Title Company an indemnity agreement, in form and substance reasonably satisfactory to both Parties, with respect to such liens or lis pendens.

2. Representations and Warranties. All of the representations and warranties of CSXT set forth in Section 10.1 of the Comprehensive Rail Agreement, to the extent they relate to the Property or the conveyance thereof by CSXT to DRPT, are true and correct in all material respects on and as of Sale Date 1 as if made on and as of such date[, except as amended, supplemented or modified by an Amendment Notice pursuant to Section 10.3 of the Comprehensive Rail Agreement].[2]

3. Further Encumbrances. CSXT does hereby represent and warrant that from and after March [15], 2021 to the date and time of Sale Date 1 CSXT has not, and CSXT does hereby covenant and agree that during the period from the date and time of Sale Date 1 to the earlier of (a) the date and time on which the last Segment 1 Deed is recorded in the applicable recording office or (b) fifteen (15) days after Sale Date 1 (the "Post-Closing Period") CSXT shall not, in each case without prior written consent of DRPT, convey any portion of the Property or any rights therein, nor enter into any conveyance or other agreement or amendment to agreement granting to any Person or entity any rights with respect thereto or any part thereof, or any interest whatsoever therein, or any option thereto, unless such conveyance, right or other interest is: (i) an exercise by CSXT of any right reserved by it under the Comprehensive Rail Agreement, (ii) in the ordinary course of CSXT's business with respect to licenses, wirelines and other similar third party occupancies that would not materially adversely affect the ability of DRPT to construct, maintain, or operate any planned rail lines within the Property as set forth in Comprehensive Rail Agreement, or (iii) subordinate to the rights of DRPT under the Comprehensive Rail Agreement. CSXT further represents and warrants that from and after the Effective Date to the date and time of Sale Date 1 CSXT has not, and CSXT does hereby covenant and agree that during the Post-Closing Period CSXT shall not, fail to make any payments due to any Person or entity who, as a result of such failure, would have the right to claim any lien rights with respect to the Property or any interest of CSXT therein. CSXT shall have the right to contest any such payment so long as CSXT bonds off any liens filed with respect thereto or provides the Title Company with reasonably adequate security with respect thereto.

4. Mechanics Liens. If any mechanics or materialmen's lien has been filed prior to the Effective Date or is filed after the Effective Date against the Property for amounts owing with respect to work performed or materials supplied before the end of the Post-Closing Period by or at the request of CSXT (a "Mechanics Lien"), CSXT shall, at its option, cause such Mechanics Lien to be released, provide a corporate surety bond with respect to such Mechanics Lien or execute and deliver to the Title Company an indemnity agreement, in form and substances reasonably satisfactory to both Parties, with respect to such Mechanics Lien. CSXT shall have the right to contest any claim represented by a Mechanics Lien so long as CSXT bonds off the Mechanics Lien or provides the Title Company with reasonably adequate security with respect thereto. For the avoidance of doubt, a "Mechanics Lien" shall not include any mechanics' or materialmen's liens for amounts owing with respect to work performed or materials supplied by or at the request of DRPT, including any such work or materials contemplated or authorized by the Comprehensive Rail Agreement.

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[2] Bracketed clause to be omitted if not applicable.

5. Entire Agreement. This Agreement, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of hereof and supersedes all prior negotiations, understandings, agreements, arrangements and understandings, both oral and written, among the Parties with respect to such subject matter.

6. Amendment. This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the Parties.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without applying conflict of law principles.

9. Counterparts; Electronic Transmission. This Agreement may be executed in two or more counterparts which taken together shall constitute one and the same agreement, even though no one counterpart bears the signature of every Party to the Agreement. A signature transmitted by facsimile or other electronic transmission shall have the same force and effect as an original signature.

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.

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 ____________, 2021, by _____________________, as ____________________ of CSX Transportation, Inc., a Virginia corporation, on behalf of the corporation.

My commission expires:________________________

[SEAL]

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EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

INSPECTION RIGHT-OF-ENTRY AGREEMENT

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

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

RECITALS:

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

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

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

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

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

1. **COST:**

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

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

2. SCHEDULE; DURATION; SCOPE:

a. The portions of the Work requiring DRPT or an Entering Contractor to enter the Corridor may only begin when:

(i) this Agreement has been executed by both Parties;

(ii) DRPT has performed all notifications required in the Agreement, and/or documentation/correspondence for the Agreement and has received authorization from Railroad to enter the Corridor; and

(iii) Any contractors entering the Corridor for or on behalf of DRPT who need to enter the Corridor to perform any portion of the Work (each an "**Entering Contractor**"), shall, before entering the Corridor, execute and provide Railroad with an Indemnification Agreement in the form attached hereto as Exhibit A and incorporated herein by this reference, including evidence of insurance as required under Section 2 thereunder. The Parties expressly acknowledge and agree that DRPT is not, and shall not be, a party to such Indemnification Agreement, and that such Indemnification Agreement is not and shall not be binding upon DRPT. The Parties further agree that any Entering Contractor shall be responsible for the acts, omissions and obligations of its subcontractors under the Indemnification Agreement it signs.

b. Prior to entering the Corridor to conduct any Work, DRPT shall provide CSXT's designee in Section 4, below, with a description of the intended Work in reasonable detail. CSXT shall have thirty (30) business days to approve or provide comment on the intended Work.

c. DRPT shall maintain in its possession a copy of this Agreement, including all attachments and exhibits, as well as copies of the Indemnification Agreements signed by the Entering Contractors, while DRPT or an Entering Contractor is on the Corridor and have the Agreement and any Indemnification Agreements available for review upon request by Railroad's employees or agents.

d. DRPT shall not engage in the following activities without first obtaining separate written consent of Railroad:

(i) enter upon any property (other than the Corridor or property owned by the Commonwealth of Virginia) in which Railroad has an ownership or leasehold interest, regardless of the proximity of such property to the Corridor; or

(ii) perform any work, or engage in any activity other than the Work, while on the Corridor, regardless of the closeness in nature of such work or activity to the Work.

e. This Agreement and the license granted herein do not constitute a grant of any permanent easement. If not terminated earlier, this Agreement and the permission conferred shall terminate upon the following: (i) with respect to Segment 2, Sale Date 2, (ii) with respect to Segment 3, Sale Date 3, and (iii) with respect to Segment 1, sixty (60) days after the Survey Deadline, provided, however that if a Survey has not been approved or has been rescinded pursuant to Section 4.9 of the Comprehensive Rail Agreement, the duration of this Agreement with respect to the area covered by the unapproved or rescinded Survey shall be extended until such Survey is approved in accordance with Section 4.9 of the Comprehensive Rail Agreement.

f. Notwithstanding the foregoing, access to the Retained RF&P Corridor shall be limited to circumstances where access is necessary to accomplish a purpose of the Comprehensive Rail Agreement with respect to Segment 1.

3. PERFORMANCE STANDARDS:

a. Neither the approval by Railroad of any Work, nor the failure of Railroad to object to any Work improperly done, shall be construed as an admission of responsibility by Railroad or as a waiver of any of DRPT's obligations under this Agreement.

b. The Work shall be performed in a good and workmanlike manner consistent with the highest standard of care and practice of environmental professionals; in compliance with all federal, state and local laws, ordinances, rules and regulations, and administrative or judicial decisions and orders; in a manner so as not to disturb the occupancy, business, or quiet enjoyment of any tenants or other licensees of Railroad; and in a manner so as to avoid harm to person(s) or property or delays to or interference with Railroad's operations.

c. DRPT shall not, nor allow any Entering Contractor to, block any sight view area of any Railroad crossing on the Corridor, by parking or allowing parking of motor vehicles or any other means, or erect any permanent structure(s) thereon nor allow any landscaping/vegetation to block the sight view.

d. Precautions must be taken by DRPT and its Entering Contractors to avoid interference with or damage to Railroad's real and personal property, including but not limited to signal and communication facilities. DRPT shall be financially responsible for any damage proximately caused by the fault of DRPT to CSXT property on the Corridor.

e. Drilling and all other equipment shall be moved across Railroad track(s) ONLY at a public crossing, unless DRPT, or its Entering Contractor(s), have entered into Railroad's standard Private Road Crossing Agreement or have obtained special advance permission from Railroad. DRPT agrees not to enter upon or foul track until given signal to do so by a flagman.

f. DRPT's equipment, and the equipment of its Entering Contractor, must stay clear of all wire lines at, over or near the Corridor, as well as any other utility or structure located thereon, including fiber optic lines.

g. DRPT expressly agrees, and shall require its Entering Contractors, to comply with the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" - "Call Before You Dig" requirements. DRPT will be financially responsible for damages to underground facilities of any entity or person caused by the performance of the Work under this Agreement.

h. No equipment or improvements of DRPT or its Entering Contractors, including without limitation any drill rigs, booms, cranes, pulleys or any other portion or part of any equipment of DRPT or any Entering Contractor, shall be placed or operated, no personnel shall be located, and no Work shall be performed at a distance closer than fifty (50) feet from the centerline of any active railroad track, without the express, prior approval of Railroad. Railroad shall furnish personnel, flagmen or watchmen which, in Railroad's sole opinion, may be necessary to protect Railroad's facilities and traffic during the performance of the Work by DRPT or its Entering Contractor. DRPT shall reimburse Railroad for the actual cost of said service, including all applicable surcharges, promptly upon receipt of bill(s) therefor.

4. SCHEDULING:

a. Scheduling Access: DRPT shall schedule each phase of the Work as follows:

(i) Flag Protection Determination and Scheduling: Log into the CSXT Portal (after creating a user ID) to schedule Work and determine whether flag protection will be required, at:

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

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

(ii) Five (5) Day Notification: Once a schedule has been confirmed through the OP Request, DRPT will notify Railroad, as specified in this section, at least five (5) business days before proceeding with any Work on the Corridor.

b. All notices, consents and approvals required or permitted pursuant to this Agreement shall be in writing and shall be deemed delivered upon personal delivery, the expiration of three (3) business days following mailing by first class U.S. mail, upon confirmed receipt of e-mail communications, or the next business day following mailing by a nationally recognized overnight carrier, to the representatives of the Parties at the addresses indicated in this section below, which representative may be modified upon written notice by a Party:

Railroad - Designee:

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

With Electronic Copy to:

[●]

DRPT's Designee:

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

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

5. RESERVED

6. RESERVED

7. OCCUPANTS:

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

8. RESERVED.

9. INSURANCE:

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

10. SAFETY:

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

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

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

b. Working On Or Around Tracks

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

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

11. RESERVED

12. RESERVED

13. PERMITS & LICENSES:

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

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

14. NO ASSIGNMENT; MODIFICATION, SURVIVAL:

a. This Agreement and the license granted herein shall not be assigned by any licensee without Railroad's separate written consent, except that DRPT may assign this Agreement to a Virginia passenger rail authority created by the Virginia General Assembly.

b. Except as otherwise provided herein, this Agreement may be modified or amended only in a separate writing executed by both Railroad and DRPT.

c. The provisions of this Agreement that by their terms or context are to survive this Agreement shall survive the expiration or earlier termination of this Agreement for as long as the term or context provides.

15. GENERAL PROVISIONS:

a. If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Railroad's standard late charge and will also accrue interest at one percent (1%) per month, unless limited by local law, and then at the highest rate so permitted.

b. DRPT agrees to reimburse Railroad for all reasonable costs (including attorney's fees) incurred by Railroad for collecting any undisputed amounts due under this Agreement.

c. Either Party may freely subcontract its duties under this Agreement to a "**Subcontractor**" (which term includes any sub-subcontractor of any tier for the purposes of this Agreement), without the approval of the other Party, provided, however, in the case of DRPT, any Subcontractor shall also be required to execute and deliver an Indemnification Agreement prior to entering upon or performing any Work on the Corridor.

[*SIGNATURE PAGE TO FOLLOW*]

CSX TRANSPORTATION, INC.

By:____

Print/Type Name:______________________________

Print/Type Title:_______________________________

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By:____

Print/Type Name:______________________________

Print/Type Title:_______________________________

[*SIGNATURE PAGE TO INSPECTION RIGHT OF ENTRY AGREEMENT*]

EXHIBIT A

ENTERING CONTRACTOR INDEMNITY AGREEMENT

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

WITNESSETH:

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

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

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

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

1. INDEMNIFICATION

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

(i) loss of or damage to any real or personal property whatsoever and by whomsoever owned, including Railroad, Contractor and any other person, and the loss or interference with any use or service thereof;

(ii) injury to or death of any person whomsoever, including employees and invitees of the parties hereto and their agent(s) and contractor(s) and all other persons;

(iii) fines, penalties, costs, charges, expenses, or fees levied by any governmental agency against Railroad that arise as a result of the portion of the Work performed by Contractor;

(iv) costs and expenses incurred by Railroad with respect to (i), (ii), and (iii) above, including reasonable attorney and consultant fees;

(v) any breach of this Indemnification Agreement, and;

(vi) the enforcement of this Indemnification Agreement;

which are caused by or arise from the portion of the Work performed by Contractor or from the presence of Contractor on any part or all of the Corridor or from the presence of any physical facility installed, used, maintained or removed as a part of the performance of the Work performed by the Contractor, regardless of any fault, failure or negligence on the part of any other person including Railroad; provided, however, the foregoing indemnification shall not extend to any loss, cost or damage arising: (i) solely from the willful misconduct or gross negligence of Railroad[1], (ii) from fines or penalties assessed because of the mere discovery of any environmental condition on the Corridor as a result of or related to the Work other than those environmental conditions for which Contractor is deemed a "generator" under applicable laws and regulations, or (iii) from costs to remediate because of the mere discovery of any environmental condition on the Corridor as a result of or related to the Work other than those environmental conditions for which Contractor is deemed a "generator" under applicable laws and regulations.

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

---

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

2. INSURANCE

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

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

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

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

[signatures on following page]

Witness for Railroad: **CSX TRANSPORTATION, INC.**

____

By:_______________________________

Name:_____________________________

Title:_____________________________

Witness for Contractor: **[NAME OF CONTRACTOR]**

____

By:_______________________________

Name:_____________________________

Title:_____________________________

[*SIGNATURE PAGE TO ENTERING CONTRACTOR INDEMNIFICATION AGREEMENT*]

EXHIBIT J

ABANDONMENTS

Disclosure under Section 10.1.10

None.

EXHIBIT K

TRACKAGE RIGHTS

Disclosure under Section 10.1.11

Segment	***CSXT File No.***	***Foreign RR Org***	***From MP Prefix***	***From MP Num***	***To MP Prefix***	***To MP Num***
DC to Petersburg	NS383	NS	CFP	103.8	CFP	110.09
DC to Petersburg	NS874	NS	CFP	103.9	CFP	104.3
DC to Petersburg	NS520	NS	CFP	109.9	QL	128.8
DC to Petersburg	CPRS246	CPRS	QL	128.8	QL	138.7
Doswell to Clifton Forge	BB203	BB	CA	85.5	CA	276
Doswell to Clifton Forge	NS463	NS	CA	208.28		
Doswell to Clifton Forge	CSX048222	BB	CA	111.78	CA	276
Doswell to Clifton Forge	BB206	BB	CA	276	CA	280.8
Doswell to Clifton Forge	BB207	BB	CA	111.95	CA	111.95
Petersburg to Ridgeway	NS461	NS	S	.07	S	2.45
DC to Petersburg	NS474	NS	S	1.56		
RF&P Corridor and Doswell to Clifton Forge	CSXT/Amtrak Agreement dated June 1, 1999	Amtrak				
RF&P Corridor	CSXT/Commissions Amended and Restated Operating/Access Agreement, dated July 1, 2011	Commissions				

EXHIBIT L

ENVIRONMENTAL LIABILITIES

Disclosure under Section 10.1.13

None.

EXHIBIT M

JOINT OPERATING AND MAINTENANCE AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

and

THE VIRGINIA DEPARTMENT OF RAIL

AND PUBLIC TRANSPORTATION

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EXHIBIT M

JOINT OPERATING AND MAINTENANCE AGREEMENT

THIS JOINT OPERATING AND MAINTENANCE AGREEMENT (as may be amended, modified or supplemented from time to time, this **"Agreement")** is by and between the **VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION ("DRPT")** and **CSX TRANSPORTATION, INC. ("CSXT")** and is dated and effective as of March __, 2021. CSXT and DRPT hereinafter sometimes may be referred to collectively as the "**Parties**" or individually as a "**Party**."

RECITALS:

WHEREAS, DRPT desires to provide (i) improved intercity and commuter passenger service in eastern Virginia primarily between Washington, D.C. and Richmond through the separation of freight and passenger operations over railroad rights of way currently owned by, or under the primary control of, CSXT and (ii) improved intercity, commuter passenger, and freight rail services in other areas of Virginia, over specified railroad rights of way also currently owned by, or under the primary control of, CSXT (collectively, "**CSXT's ROW**");

WHEREAS, DRPT has negotiated with CSXT to purchase a portion of CSXT's ROW and other rights to specified railroad assets, to design and construct certain improvements within the hereinafter defined RF&P Corridor for the benefit of one or both Parties, to increase intercity and commuter passenger trains operating in the RF&P Corridor before and after completion of those improvements and to address operational matters (the "**Transaction**");

WHEREAS, on December 16, 2019, the Parties executed a binding term sheet, subsequently amended on June 29, 2020 and August 31, 2020 (together, the "**Term Sheet**");

WHEREAS, DRPT also has negotiated with CSXT to purchase that portion of CSXT's ROW hereinafter defined as Segment 2, and the Parties have agreed that, except where Segment 2 is expressly referenced herein, Segment 2 is not governed by this Agreement;

WHEREAS, DRPT also has negotiated with CSXT to purchase that portion of CSXT's ROW hereinafter defined as Segment 3;

WHEREAS, to implement the Transaction, the Parties have executed a Comprehensive Rail Agreement;

WHEREAS, the Comprehensive Rail Agreement provides that the Parties enter into a Joint Operating and Maintenance Agreement to define the roles and responsibilities of each Party for the operation of its trains on the RF&P Corridor and Segment 3 and provide for maintenance of the RF&P Corridor and Segment 3; and

WHEREAS, the principles set forth in Section 1.2.2 (*Purpose and Objectives*) of the Comprehensive Rail Agreement apply to this Agreement.

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

ARTICLE 1. Definitions

When used in this Agreement, the following capitalized terms shall have the following meanings. Additionally, terms capitalized but not defined herein (if any) will have the meaning ascribed to them in the Definitive Agreements.

"**AF Interlocking**" means the Alexandria-Fredericksburg Interlocking at CSXT Milepost CFP 104.3.

"**Agreement**" shall have the meaning ascribed in the Preamble.

"Amtrak" means the National Railroad Passenger Corporation and its successors or assigns.

"**Amtrak Fee**" shall have the meaning given to it in the definition of Maintenance and Dispatch Fee.

"**Amtrak Long Distance Trains**" means any intercity passenger rail route or service operated by Amtrak in the Commonwealth of Virginia other than Amtrak Commonwealth-Supported Trains.

"**Amtrak Commonwealth-Supported Trains**" means any intercity passenger rail route or service of not more than 750 miles operated by Amtrak in the Commonwealth of Virginia and funded in part by the Commonwealth pursuant to Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 Stat. 4848.

"Ancillary Agreements" means, collectively, the Assignment and Assumption Agreement, VPRA Assignment Agreement, the Inspection Right of Entry Agreement, the Environmental Right of Entry Agreement, this Joint Operating and Maintenance Agreement, and the Engineering and Construction Agreements, as each Ancillary Agreement may be modified, amended or supplemented from time to time.

"**AREMA Recommended Practices**" means American Railway Engineering and Maintenance-of-Way Association recommended practices for the design of Capital Improvements.

"**BBRC**" means the Buckingham Branch Railroad Company.

"**BBRC Lease Agreement**" shall have the meaning ascribed in Exhibit A (*Definitions*) of the Comprehensive Rail Agreement.

"Business Day(s)" means that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the Commonwealth of Virginia or the United States Government.

"Capital Improvement" or "Capital Improvements" means design, construction, renewal, replacement, or material modification or rehabilitation of track, and any structures or things necessary for the support or use thereof, including signals and communications systems, but excluding aesthetic improvements or maintenance work conducted in the ordinary course of business.

"**Commissions**" means the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission.

"**Complete Separation**" shall have the meaning ascribed in Section **3.6.1**.

"**Comprehensive Rail Agreement**" shall have the meaning ascribed in the Recitals.

"Corridor" shall mean, collectively, the RF&P Corridor, Segment 2 and Segment 3.

"**CSXT**" shall have the meaning ascribed in the Preamble.

"**CSXT Engineering Standards**" means the CSXT design and construction standards that CSXT uses when undertaking design and construction projects at its own cost, including the CSXT standards with respect to grades, degree of curvature, clearances or braking distances in effect as of the original execution date of the Term Sheet; *provided*, that CSXT may modify the CSXT Design and Construction Standards from time to time, and *provided*, *further*, that if the CSXT Design and Construction Standards included in a DRPT Assets Project that has reached thirty percent (30%) design are the then-applicable CSXT Design and Construction Standards, CSXT shall not be entitled to alter, amend or modify the CSXT Design and Construction Standards other than as required by Law, without DRPT's approval, which shall not be unreasonably withheld, conditioned or delayed. The CSXT Engineering Standards have been separately provided with access as noted in Exhibit A (*Access to CSXT Engineering Standards*).

"**CSXT Operating Rules**" shall mean the rules contained in the then current publication entitled "CSXT Employee Operating Manual."

"**CSXT-Retained Portion of the RF&P Corridor"** means that portion of the RF&P Corridor not included in Segment 1.

"**CSXT's ROW**" shall have the meaning ascribed in the Recitals.

"Definitive Agreements" shall mean the Comprehensive Rail Agreement and the Ancillary Agreements.

"Description of Work" shall have the meaning ascribed in Section **8.2**.

"**Dispute**" means any claim, dispute, disagreement or controversy between CSXT and DRPT concerning their respective rights and obligations under this Agreement, including any alleged breach or failure to perform any remedy under this Agreement.

"**DRPT**" shall have the meaning ascribed in the Preamble.

"**DRPT Operating Rules**" shall mean the operating rules adopted pursuant to Section **11.1**, as thereafter amended.

"**Effective Date**" shall have the meaning ascribed in the Preamble.

"**Emergency**" means a train collision, grade crossing accident, derailment, track washout, broken rail or switch, structure failure, signal system failure or outage, disabled train or any other condition of track, signal system or rolling equipment that renders a Party's railroad system inoperable, for the reasonable duration of such inoperability.

"Force Majeure Events" means the occurrence of any of the following events that materially and adversely affects the performance of either CSXT or DRPT, provided that such events (or effects of such events) could not have been avoided by the exercise of reasonable caution, due diligence, or efforts by the affected Party: (a) war (including civil war and revolution), invasion, armed conflict, violent acts of a foreign enemy, military or armed blockage, or military or armed takeover of the RF&P Corridor or Segment 3, in each case occurring within the Commonwealth; (b) any act of terrorism or sabotage that causes direct physical damage to or otherwise directly causes interruption to operation of the RF&P Corridor or Segment 3; (c) nuclear explosion or contamination, in each case causing direct physical damage to the RF&P Corridor or Segment 3 or radioactive contamination of the RF&P Corridor or Segment 3; (d) riot and civil commotion on or in the immediate vicinity of the RF&P Corridor or Segment 3; (e) flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes directly physical damage to the RF&P Corridor or Segment 3; and (f) fire or explosion that directly impacts the RF&P Corridor or Segment 3.

"**FRA**" means the Federal Railroad Administration.

"**Labor Protection Costs**" means any and all costs and payments, including, but not limited to, awards of benefits, back pay, penalty pay, allowances and awards of damages of any kind, however they may be denominated, and all arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of employees of a Party, or its corporate affiliates, in connection with the implementation, operation, or termination of this Agreement, whether pursuant to employee protective conditions imposed by a governmental agency as conditions for that agency's approval for any element related to this Agreement, or pursuant to a collective bargaining agreement.

"**Law**" means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the Parties, the Transaction, trackage, infrastructure, other facilities, and the Corridor or any portion thereof, including, without limitation, hazardous materials laws, whether or not in the present contemplation of the Parties, including without limitation, all consents or approvals (including regulatory approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws or, all federal, state, and local governments, authorities, courts, and any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the Corridor or any part thereof and of the trackage, infrastructure, and other facilities thereon.

"**Maintenance and Dispatch Fee**" shall mean an annual fee payable to CSXT by DRPT during the Transition Period as compensation for dispatching and maintenance services performed by CSXT on DRPT-owned tracks and assets. The fee shall be calculated as follows:

(a) the VRE Fee for the applicable period, which VRE Fee shall be deemed satisfied by payment of the Contract Fee by the Commissions pursuant to the Operating Agreement (CSXT/Commissions); *plus*

(b) any per-train mile compensation received by DRPT from Amtrak during the applicable period for DRPT's incremental costs to maintain the DRPT-owned tracks and assets (the "**Amtrak Fee**"),

and in each case, only as applied to DRPT-owned tracks for which CSXT provides dispatching and maintenance services under this Agreement at the time; *plus*

(c) any cost of maintenance for which DRPT is responsible arising out of the provisions of Section 4.2.3 of the Comprehensive Rail Agreement or similar provisions concerning specific items of maintenance to be assumed by DRPT.

"**Maximum Feasible Separation**" shall have the meaning ascribed in Section **3.6.1**.

"**New Operator**" means a governmental entity other than the Commissions, providing Commuter Rail Service, operated by a contractor selected by, and under a contract with, such governmental entity subject to the terms of a New Operator Agreement between CSXT and the governmental entity with respect to the relevant commuter train(s).

"**New Operator Agreement**" means a contract between CSXT and a New Operator with respect to the commuter train(s) to be operated by the New Operator's contractor on the Corridor, the terms of which must be generally consistent with the terms set forth in the Operating Agreement (CSXT/Commissions) and address at a minimum: (i) safety, (ii) operations, (iii) capacity, (iv) compensation and other payments, and (v) liability, including indemnification, as those terms are addressed in the Operating Agreement (CSXT/Commissions) including (if required by applicable Law), the authorization by the Virginia General Assembly, of the indemnity provisions on substantially identical terms as the Operating Agreement (CSXT/Commissions).

"**Operating Agreement (CSXT/Amtrak)**" means the agreement between CSXT and Amtrak dated June 1, 1999.

"**Operating Agreement (CSXT/Commissions)**" means that certain Second Amended and Restated Operating/Access Agreement, by and among CSXT and the Commissions concerning the operation of Commuter Rail Service by the Commissions under the Virginia Railway Express name.

"**Operating Agreement (DRPT/Amtrak)**" shall mean the agreement between DRPT and Amtrak dated the date of its execution.

"**Operating Agreement (DRPT/Commissions)**" shall mean the agreement between DRPT and the Commissions dated the date of its execution**.**

"**Party**" or "**Parties**" shall have the meaning ascribed thereto in the Preamble.

"Passenger Scheduled Operations" shall have the meaning ascribed in Section **3.5.1**.

"**Performance Managers Committee**" shall have the meaning ascribed in **Article 12**.

"**Permitted Assignment**" shall have the meaning ascribed in **Article 18**.

"**Phase 1 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 1.

"**Phase 2 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 2.

"**Phase 3 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 3.

"**Phase 4 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 4.

"PTC" means a Positive Train Control System, as prescribed in 49 CFR Part 236, Subpart I, as amended.

"Railroad Construction Agreement" means the agreements between CSXT and DRPT attached to the Comprehensive Rail Agreement Exhibit O-1 (*Form of Master Construction Agreement (CSXT)*) and Exhibit O-2 (*Form of Master Construction Agreement (DRPT*)).

"RF&P Corridor" means the RF&P Corridor (as defined in the Comprehensive Rail Agreement), including Segment 1 (as defined herein) and the CSXT-Retained Portion of the RF&P Corridor (as defined herein).

"**Sale Date**" means collectively and individually, Sale Date 1 and Sale Date 3.

"**Sale Date 1**" means the effective date of the permanent easement for rail passenger purposes on Segment 1 (excluding the New Long Bridge Improvements and the Franconia-Springfield Bypass) that CSXT shall convey to DRPT by the Deed of Easement and Conditional Conversion to Full Interest in the form attached to the Comprehensive Rail Agreement as Exhibit C-1 (*Form of Deed for Segment 1 (VA)*).

"**Sale Date 3**" means the effective date of the quitclaim deed that CSXT shall convey to DRPT all of its right, title and interest in Segment 3 attached to the Comprehensive Rail Agreement as Exhibit C-3 (*Form of Deed for Segment 3*).

"**Segment 1**" means with respect to this Agreement only, Segment 1 (as defined in the Comprehensive Rail Agreement), together with the Long Bridge Improvements and the Franconia-Springfield Bypass, once each are ready for operations.

"**Segment 2**" means Segment 2 (as defined in the Comprehensive Rail Agreement).

"**Segment 3**" means Segment 3 (as defined in the Comprehensive Rail Agreement).

"**Service Optimization and Implementation Plan**" shall mean the document attached hereto as Exhibit C.

"**STB**" means the Surface Transportation Board.

“**Suspension Period”** shall have the meaning ascribed in Section **16.3**.

“**Term Sheet**” shall have the meaning ascribed in the Recitals.

“Transaction” shall have the meaning ascribed in the Recitals.

“**Transition Period**” means the period beginning on Sale Date 1 and ending on the date determined by the Parties under Section **3.6**.

“**VRE**” means Virginia Railway Express.

“**VRE Fee**” shall mean that portion of the Contract Fee payable by the Commissions to CSXT under the Operating Agreement (CSXT/Commissions) related to VRE trains on DRPT-owned tracks, which tracks are dispatched and maintained by CSXT.

“**VRE Segment**” shall have the meaning ascribed in Section 5.3.

ARTICLE 2. Scope of Agreement

From and after each applicable Sale Date, this Agreement applies to the RF&P Corridor and Segment 3, but does not apply to Segment 2, except where Segment 2 is expressly referenced herein.

ARTICLE 3. Operations on the RF&P Corridor

3.1 All passenger operations on tracks owned or dispatched by CSXT on the RF&P Corridor shall be subject to (i) the CSXT Operating Rules, and (ii) the Operating Agreement (CSXT/Amtrak) and the Operating Agreement (CSXT/Commissions), respectively, as either may be amended and applicable at any time, and nothing herein shall be interpreted to displace, alter or modify the rights and obligations of Amtrak, the Commissions or CSXT under those agreements with respect to passenger operations on the RF&P Corridor on tracks owned or dispatched by CSXT. Any conflict between this Agreement and the Operating Agreement (CSXT/Amtrak) or the Operating Agreement (CSXT/Commissions) with respect to the rights of Amtrak or the Commissions, respectively, and CSXT, under those agreements with respect to passenger operations on tracks owned or dispatched by CSXT on the RF&P Corridor shall be resolved in favor of the Operating Agreement (CSXT/Amtrak) or the Operating Agreement (CSXT/Commissions). Any amendments to the Operating Agreement (CSXT/Amtrak) or the Operating Agreement (CSXT/Commissions) applicable to passenger operations on the RF&P Corridor shall not unreasonably interfere with the operation of passenger trains thereon. Any issues related to this Section **3.1** may be raised for discussion at the Performance Management Committee in accordance with **Article 12** of this Agreement.

3.2 All passenger operations on tracks dispatched by an entity other than CSXT on the RF&P Corridor shall be subject to (i) the DRPT Operating Rules, and (ii) the Operating Agreement (DRPT/Amtrak) and the Operating Agreement (DRPT/Commissions), respectively, as either may be amended and applicable at any time, and nothing herein shall be interpreted to displace, alter or modify the rights and obligations of Amtrak, the Commissions or DRPT under those agreements with respect to such tracks. Any conflict between this Agreement and the Operating Agreement (DRPT/Amtrak) or the Operating Agreement (DRPT/Commissions) with respect to the rights of Amtrak or the Commissions, respectively, and DRPT, under those agreements with respect to tracks dispatched by an entity other than CSXT on the RF&P Corridor shall be resolved in favor of the Operating Agreement (DRPT/Amtrak) or the Operating Agreement (DRPT/Commissions). Any amendments to the Operating Agreement (DRPT/Amtrak) or the Operating Agreement (DRPT/Commissions) shall not unreasonably interfere with the operation of freight trains thereon. Any issues related to this Section **3.2** may be raised for discussion at the Performance Management Committee in accordance with **Article 12** of this Agreement.

3.3 CSXT will continue to have the right to operate on the RF&P Corridor other than as expressly set forth in this Section **3.3** or in **Article 4**. Nothing in this Agreement shall alter, modify or diminish CSXT's right to fulfill CSXT's common carrier obligation to serve current and future freight customers on the RF&P Corridor, nor alter, modify or diminish BBRC's common carrier obligation or CSXT's residual common carrier obligation to serve current and future freight customers on Segment 3.

3.4 With respect to the Long Bridge Improvements or the Franconia-Springfield Bypass (once each are ready for operations), prior to Complete Separation or Maximum Feasible Separation, CSXT only shall have the right to operate: (1) during an Emergency; (2) during construction, repairs, or maintenance of CSXT-Retained Portion of the RF&P Corridor; or (3) when necessary for CSXT to reach a shipper. After Complete Separation or Maximum Feasible Separation, CSXT's right to operate on the Long Bridge Improvements or the Franconia-Springfield Bypass will be governed by **Article 4**.

3.5 On Sale Date 1, DRPT shall have the right to conduct passenger operations on the RF&P Corridor through the Commissions, Amtrak, or a New Operator, commensurate with the Passenger Scheduled Operations and subject to DRPT fulfilling its obligations with respect to (a) all required payments from DRPT to CSXT contemplated under the terms of the Comprehensive Rail Agreement, and (b) the completion of the Infrastructure Improvements identified in Exhibit E (*Infrastructure Improvements*) of the Comprehensive Rail Agreement related to the level of passenger operations to be conducted on the RF&P Corridor.

3.5.1 Subject to the Consent of the Commissions and Amtrak, the then-current schedule for Commuter Rail Service and Amtrak intercity service ("**Passenger Scheduled Operations**") will be amended effective on Sale Date 1, to include the additional specified Passenger Scheduled Operations on the RF&P Corridor set forth in Exhibit B (*Passenger Schedules*). Notwithstanding anything to the contrary contained in any notes in Exhibit B (*Passenger Schedules*), the Passenger Scheduled Operations and Exhibit B (*Passenger Schedules*) shall remain subject to this Agreement. Any conflict between the content of Exhibit B (*Passenger Schedules*) and this Agreement, shall be governed by this Agreement.

3.5.2 On completion of the Phase 1 Projects, the additional specified Passenger Scheduled Operations on the RF&P Corridor set forth in Exhibit B (*Passenger Schedules*) shall be permitted.

3.5.3 The Passenger Scheduled Operations permitted on Sale Date 1 and on completion of the Phase 1 projects shall continue provided that DRPT proceeds in good faith and with reasonable diligence in pursuing the design, development, construction, and completion of the Phase 2 Projects, failing which CSXT may elect to suspend new train starts in accordance with Section 12.2.1 (*Service Plan*) of the Comprehensive Rail Agreement until such time as DRPT cures such failure to proceed in good faith and with reasonable diligence in pursuing the design, development, construction, and completion of the Phase 2 Projects. On completion of the Phase 2 Projects, the Passenger Scheduled

Operations permitted on Sale Date 1 and on completion of the Phase 1 projects shall become permanent other than as expressly provided in **Article 16**.

3.5.4 On completion of the Phase 2 Projects, the additional specified Passenger Scheduled Operations on the RF&P Corridor set forth in EXHIBIT B (*Passenger Schedules*) shall be permitted and shall be permanent other than as expressly provided in **Article 16**.

3.5.5 If and when DRPT undertakes and completes the Phase 3 Projects, DRPT shall have the right to add up to fifteen (15) additional permanent VRE roundtrips to Passenger Scheduled Operations on the RF&P Corridor other than as expressly provided in **Article 16**.

3.5.6 If and when DRPT undertakes and completes the Phase 4 Projects, DRPT shall have the right to add unlimited permanent VRE roundtrips to Passenger Scheduled Operations on DRPT owned tracks on Segment 1 in its sole discretion other than as expressly provided in **Article 16**.

3.6 The Parties shall use the following process to establish the end date of the Transition Period.

3.6.1 After completion of the Phase 4 Projects, either Party may provide written notice to the other Party when it reasonably believes the Parties can commence (1) the separation of passenger trains and freight trains ("**Complete Separation**") or (2) the maximum feasible separation of such passenger trains and freight trains ("**Maximum Feasible Separation**").

3.6.2 No later than ten (10) Business Days after such notice, the receiving Party shall provide (1) its written notice of concurrence or (2) its written notice of non-concurrence, together with a detailed technical and operational explanation of what additional steps it believes are necessary to commence either Complete Separation or Maximum Feasible Separation. For avoidance of any doubt, neither Party shall be required to make additional Capital Improvements (beyond DRPT's completion of the Phase 4 Projects) in order to achieve either Complete Separation or Maximum Feasible Separation.

3.6.3 If the responsive notice is concurrence, the end date of the Transition Period shall be the first day of the next month at least ten (10) Business Days after such notice.

3.6.4 If the responsive notice is non-concurrence, within ten (10) Business Days after the responsive notice, the Parties shall meet and confer to (1) review the technical and operational explanation supplied with the responsive notice, (2) negotiate in good faith to establish a complete list of additional technical and operational steps to achieve either Complete Separation or Maximum Feasible Separation and (3) agree on the end date of the Transition Period. If the Parties are not able to agree within thirty (30) days, the matter is subject to Dispute Resolution under **Article 17**.

ARTICLE 4. Non-Owner Operations on RF&P Corridor After Separation

4.1 Subject to this **Article 4**, following Complete Separation or Maximum Feasible Separation, DRPT will only have the right to operate on CSXT owned tracks on the CSXT-Retained Portion of the RF&P Corridor, and CSXT will only have the right to operate on DRPT owned tracks on Segment 1: (1) to the extent Complete Separation was not achieved; (2) during an Emergency, (3) during construction, repairs, or maintenance of the using Party's owned portion of the RF&P Corridor or connected or adjacent track or facilities, (4) when necessary for CSXT to reach a shipper or (5) when necessary for DRPT to reach passenger facilities existing as of the Effective Date or built as part of the improvements described in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) (collectively the **"Post Separation Operations"**).

4.2 The Post Separation Operations described in Section **4.1** shall be subject to the conditions in Sections 3.1, and 3.2 and the Service Optimization and Implementation Plan.

4.3 Access during Emergencies under Section **4.1**(2) shall be permitted and treated the same as other access on tracks owned or dispatched by the other Party under this Agreement. The Parties will work together in good faith to create a plan that accommodates the Party seeking access, while minimizing the duration and impact on the other Party's operations, and in any event is designed to not unreasonably interfere with the other Party's operations.

4.4 Operations during construction, repairs, or maintenance under Section **4.1**(3) shall be permitted, provided that the Party seeking access to the property of the other Party must give reasonable advance notice to the other Party, along with the desired dates and times of access. The Parties will work together in good faith to create a plan that accommodates the Party seeking access, while minimizing the duration and impact on the other Party's operations, and in any event is designed to not unreasonably interfere with the other Party's operations.

ARTICLE 5. Dispatch

5.1 Except as provided in this Article, CSXT shall continue to dispatch all trains on the RF&P Corridor during the Transition Period. If either Party reasonably determines that the CSXT performance of dispatching is not facilitating optimized use of freight and passenger network capacity in the RF&P Corridor, the Parties shall discuss in good faith through the Performance Managers Committee the efficacy of a modification of CSXT dispatching practices and procedures. Neither Party shall be obliged to accept a modification to the CSXT dispatching practices and procedures other than upon mutual agreement of the Parties. DRPT shall pay to CSXT the Maintenance and Dispatch Fee, which compensates CSXT for, among other things, dispatching services provided by CSXT with respect to DRPT-owned tracks.

5.2 On completion of the Phase 1 and Phase 2 Projects, DRPT shall have the right, should it so elect, to dispatch all trains on tracks owned by DRPT on Segment 1 north of AF Interlocking, provided, the assumption of dispatch as provided in this Section **5.2** shall require DRPT to assume maintenance of all DRPT owned property on Segment 1 north of AF Interlocking. Such dispatching shall be subject to the Service Optimization and Implementation Plan.

5.3 If DRPT assumes dispatch of DRPT owned tracks on Segment 1 in accordance with this Agreement, the Service Optimization and Implementation Plan will be amended as provided therein, or CSXT and DRPT will, subject to mutual agreement, establish protocols to allow the dispatchers of DRPT and CSXT to permit trains to enter safely and efficiently onto the trackage and other infrastructure and facilities of CSXT and DRPT on Segment 1 and to allow for optimization of passenger service and freight service on Segment 1.

5.4 Within 180 days after completion of the operating plan for passenger trains on Segment 1 contemplated by the Service Optimization and Implementation Plan, the Parties agree to work, together with Amtrak and the Commissions, to amend the Service Optimization and Implementation Plan to provide for two dispatch trial periods implementing a dispatching strategy by which, during peak-direction peak-period operations on the VRE-used portion of Segment 1 (the "**VRE Segment**"), late Amtrak trains would not be immediately deployed into the VRE Segment if the result of doing so would cause other passenger trains operating on-time in the VRE Segment to become late, with DRPT assuming responsibility for any and all costs on CSXT by Amtrak or lost incentive opportunities for CSXT from Amtrak, in both cases arising as a consequence of CSXT's participation in the trial periods. The first trial period will be implemented within twelve (12) months after the Service Optimization and Implementation Plan is amended to provide for the trial periods. The second trial period will be implemented after completion of the Phase 1 and Phase 2 improvements.

5.5 To facilitate a smooth transition of dispatching from CSXT to DRPT, CSXT, DRPT and Amtrak or another designated contractor of DRPT shall commence a ninety (90) day dispatch transition period not later than the completion of the Phase 2 Projects, during which CSXT dispatchers and Amtrak's or another designated contractor's dispatcher designees will sit side-by-side at CSXT's dispatching facilities and both Parties shall use reasonable commercial efforts to ensure a smooth transition of dispatching operation. At either Party's option the transition period shall be extended for additional 30-day periods provided that if the Parties have been unable to achieve a smooth transition of dispatching operations within the ninety (90) days of the dispatch transition period, the Parties shall discuss in good faith through the Performance Managers Committee to determine how to achieve that transition. If Amtrak has assumed dispatching during the dispatch transition period, under no circumstance shall the transition period last more than ninety (90) days other than upon mutual agreement of the Parties. CSXT shall be reimbursed by DRPT for CSXT's additional fully loaded costs (if any) of providing the foregoing side-by-side training described above, as well as any physical changes (such as to signal equipment) that may be necessary to facilitate the change in dispatch responsibility. CSXT will provide DRPT with a written cost estimate in advance of the commencement of the dispatch transition period.

5.6 After the Transition Period, DRPT shall have the right to dispatch all trains on tracks owned by DRPT on Segment 1. Such dispatching shall be subject to the Service Optimization and Implementation Plan.

5.7 BBRC presently dispatches Segment 3, pursuant to the BBRC Lease Agreement. It is intended that until and after Sale Date 3, BBRC will continue to do so pursuant to the BBRC Lease Agreement or the Segment 3 Easement and Segment 3 Operating Agreement, as applicable. Upon any cessation of dispatch of Segment 3 by BBRC, then, prior to Sale Date 3, CSXT shall have the right and obligation to do so, and, after Sale Date 3, at the request of DRPT, CSXT will assume dispatch for a transition period not to exceed two (2) years on terms and conditions mutually agreed by the Parties, acting reasonably.

ARTICLE 6. Schedules

6.1 If either Party reasonably determines that the Passenger Schedules are not permitting the Parties to meet the principles set forth in Section 1.2.2 (*Purpose and Objectives*) of the Comprehensive Rail Agreement, the Parties shall negotiate in good faith to modify the Passenger Schedules through the Performance Managers Committee. Except as otherwise provided in this Section **6.1**, neither Party shall be obliged to accept a modification to the Passenger Schedules other than upon mutual agreement of the Parties; provided, however, that (1) at the completion of Phase 2, if DRPT assumes maintenance and dispatch as provided in Section **5.2**, DRPT shall thereafter have the sole right, as between CSXT and DRPT, to modify Passenger Schedules on tracks owned by DRPT on Segment 1 north of AF Interlocking, provided any such unilateral modifications to the Passenger Schedules shall not include the use of CSXT owned tracks north of AF Interlocking under this Agreement, whether or not otherwise permitted under this Agreement, and (2) at the end of the Transition Period, and declaration of Complete Separation or Maximum Feasible Separation as provided in Section **3.6**, if DRPT assumes maintenance and dispatch as provided in Section **5.4**, DRPT thereafter shall have the sole right, as between CSXT and DRPT, to modify Passenger Schedules on tracks owned by DRPT on Segment 1, provided any such unilateral modifications to the Passenger Schedules shall not include the use of CSXT owned tracks on Segment 1, whether or not otherwise permitted under this Agreement, and provided further that CSXT shall not be compelled to accept a change in the Passenger Schedules that would violate any then applicable Companion Agreement between CSXT and the Commissions, Amtrak or a new Operator; and subject in each case to CSXT's then current and future common carrier obligation as it relates to serving customers on Segment 1 impacted by such modifications to Passenger Schedules.

6.2 DRPT shall have the right to operate (through Amtrak, the Commissions, or a New Operator) passenger trains in either direction on Segment 1, Segment 2, and/or Segment 3, in any combination; provided that when any such trains operate on a Segment, they are subject to all terms of this Agreement applicable to the applicable Segment, including the Operating Agreement (CSXT/Amtrak), Operating Agreement (CSXT/Commissions), Companion Agreement (CSXT/BBRC) respectively, and the Passenger Schedules.

6.2.1 Any such additional passenger trains on Segment 3 are conditioned upon an analysis of safety and necessary infrastructure, if any, and that any infrastructure that is determined to be necessary by DRPT, acting reasonably, is implemented prior to such additional service.

(i) Increased passenger operations on Segment 3 shall be subject to and not unreasonably interfere with BBRC's and CSXT's right to satisfy any applicable common carrier obligation.

(ii) Additional passenger operations on Segment 3 shall be subject to the BBRC Lease Agreement, Segment 3 Easement, or Segment 3 Operating Agreement, as may be applicable, provided, however, that the Parties further agree that no extension of the BBRC Lease Agreement beyond 2034, or new lease agreement, that is applicable to Segment 3, shall be permitted unless the provisions granting BBRC, or any applicable assignee, an approval right over implementation of passenger trains have been removed, subject to the conditions imposed by this Section 6.2.3.

6.2.2 The Parties will bear their own costs for any analysis undertaken pursuant to Section **6.2.1**.

6.2.3 No analysis or agreement of the Parties shall be required in the cases of passenger trains on Segment 2.

ARTICLE 7. Maintenance

7.1 CSXT shall maintain Segment 1 during the Transition Period, provided that DRPT shall (1) maintain the Long Bridge Improvements; (2) maintain the Franconia-Springfield Bypass; and

(3) maintain DRPT owned property on Segment 1 north of AF Interlocking if DRPT has elected to dispatch tracks owned by DRPT on Segment 1 north of AF Interlocking pursuant to Section **5.2**.

7.2 DRPT shall bear financial responsibility for all maintenance conducted by CSXT on Segment 1 during the Transition Period. That responsibility shall be deemed satisfied by the payment of the Contract Fee by the Commissions to CSXT and the Amtrak Fee to CSXT.

7.3 After the Transition Period, DRPT will assume responsibility, directly or through a contractor, for all maintenance on all DRPT owned property on Segment 1; provided that CSXT will continue to maintain the entire length of all cross-overs that cross shared property lines on Segment 1, subject to reimbursement by DRPT for fifty percent (50%) of the cost of such maintenance. Additionally, DRPT shall reimburse CSXT for the pro-rata cost of any assets used by DRPT (whether or not owned by DRPT), that CSXT maintains, including, as an example but not limitation, culverts, bridges, and wayside signals.

7.4 CSXT shall cause BBRC to maintain Segment 3 and assume all maintenance expenses on Segment 3 pursuant to the BBRC Lease Agreement for the duration of the BBRC Lease Agreement or the Segment 3 Easement and Segment 3 Operating Agreement, as applicable. In the event the BBRC Lease Agreement terminates prior to the effectiveness of the Segment 3 Easement and the Segment 3 Operating Agreement, all maintenance expenses on Segment 3 shall be borne by DRPT, unless CSXT is operating on Segment 3, in which case CSXT shall be responsible to DRPT for a reasonable and customary use (not access) charge, to be mutually agreed, to offset maintenance costs associated with CSXT's use of Segment 3, such agreement by either Party not to be unreasonably withheld, conditioned or delayed. In the event the Segment 3 Easement and the Segment 3 Operating agreement are in effect, those agreements shall govern the maintenance of Segment 3.

7.4.1 Other than excursion trains and business cars operated by CSXT, or such passenger operations as are permitted under the BBRC Lease Agreement or the Segment 3 Easement and the Segment 3 Operating Agreement, as of the Execution Date, CSXT shall have no right to conduct passenger rail service or passenger operations or admit a third party or BBRC to do so on any portion of the Corridor except with DRPT's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.5 Tracks and facilities on Segment 1 shall be maintained to the higher of the level required by Law for the applicable track use on Sale Date 1 or CSXT Engineering Standards; provided that during the Transition Period DRPT shall have the right (at its cost per Section **7.2**) to have CSXT maintain the portion of Segment 1 maintained by CSXT to a higher standard. Segment 3 shall be maintained to the level required by Law for the applicable track use on Sale Date 1.

7.6 Each Party shall maintain drainage on the RF&P Corridor, Segment 3, and adjacent properties owned by such Party, in each case existing as of the applicable Sale Date, in such a manner as not to impair adjacent railroad operating property of the other Party, and not to redirect or increase the quantity or velocity of surface water runoff or any streams into any other lands and facilities of the other Party. If either Party makes improvements or modifies drainage, such Party will construct and maintain, in accordance with all applicable Law, an adequate drainage system from such improvement or modification to the nearest public drainage or storm sewer system (or other such system not owned by the other Party), to prevent the discharge of roof, surface, stream, and other drainage waters onto the property of the other Party. Nothing in this Section **7.6** shall require CSXT to correct any condition existing as of the applicable Sale Date 1 or arising as a result of the construction by DRPT of the Infrastructure Improvements.

7.7 Each Party shall maintain that portion of the existing slope and toe of slope located on the RF&P Corridor, Segment 3, and adjacent properties owned by such Party, in each case existing as of the applicable Sale Date, in such a manner as to ensure that the slope does not fall, slide, undermine or trespass upon other lands and facilities of the other Party. Nothing in this Section **7.7** shall require CSXT to correct any condition existing as of the applicable Sale Date or arising as a result of the construction by DRPT of the Infrastructure Improvements.

7.8 Upon reasonable request by DRPT, and at DRPT's expense, CSXT shall make available to DRPT reports or other records created by CSXT after Sale Date 1 in the performance of maintenance under this Agreement of DRPT-owned assets that (i) demonstrate the condition of DRPT-owned assets, or (ii) demonstrate actual work performed by CSXT or a CSXT contractor on DRPT-owned assets.

ARTICLE 8. Capital Improvements

8.1 This Article applies to Capital Improvements to the RF&P Corridor that are not listed in the Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*).

8.2 The Party that wants Capital Improvements shall submit plans for track and other rail facility additions, modifications, or betterments and a proposed schedule for the same (**"Description of Work"**) to the other Party. The reviewing Party shall have sixty (60) days to review the Description of Work, provide comments and propose any changes it reasonably deems necessary to ensure that the Capital Improvements (1) do not materially interfere with the reviewing Party's operating rights (2) can be operated in accordance with the applicable Operating Rules and (3) are not inconsistent with the CSXT Engineering Standards, FRA regulations, or AREMA Recommended Practices. CSXT may modify the CSXT Engineering Standards from time to time, provided, that once a Capital Improvement designed in accord with the CSXT Engineering Standards pursuant to this **Article 8** has reached thirty percent (30%) design, any change made in the CSXT Engineering Standards shall not be applicable to such Capital Improvement other than as required by Law.

8.3 Within sixty (60) days of receipt of the reviewing Party's comments, the proponent Party shall prepare and submit a revised Description of Work that agrees or disagrees with the reviewing Party's comments and proposed changes together with comments or changes it believes will allow the foregoing qualifications to be achieved. This process shall be repeated until the Parties agree on the Description of Work, which agreement or any material change to an agreed-to Description of Work, shall not be unreasonably withheld, conditioned or delayed, and subject to **Article 17**; provided, however, that, the proponent Party shall make the owning Party whole with respect to any accelerated replacement of the structure and reimburse the owning Party for all reasonable costs of re-routing traffic while maintaining then current timely freight or passenger service during the Capital Improvement.

8.4 If the proponent Party is not the owner of the property on which the Capital Improvement will be built and the owning Party can reasonably demonstrate that the Capital Improvements will increase the cost and expense of maintenance of the property on which the Capital Improvements will be built, then except as the Parties may otherwise agree, the proponent Party's authority to construct the Capital

Improvements shall be conditioned on an agreement between the Parties regarding the proponent Party's payment of such increased maintenance cost and expense.

8.5 Unless otherwise agreed, the owning Party shall perform, or cause to be performed, all Capital Improvements described in the Description of Work in accordance therewith. The reviewing Party shall have the right to inspect the as-built Capital Improvements to confirm material compliance with the Description of Work.

8.6 The cost and expense of the Capital Improvements (including the cost of any required permits and approvals and the cost and expense of reviewing any Description of Work by either Party at any stage and the inspection of the as-built Capital Improvement by either Party) shall be borne by the proponent Party; provided that if the Parties agree to jointly develop a Capital Improvement, the cost and expense of a Capital Improvement (including the cost of any required permits and approvals and incremental maintenance) shall be borne in proportion to the use of the Capital Improvement pursuant to a formula to be agreed by the Parties in advance of the work and in such case each Party shall assume its own cost and expense of reviewing any Description of Work at any stage and its inspection of the as-built Capital Improvement.

8.7 In the event jointly owned infrastructure is damaged by causes not attributable to a Party or a person for whom a Party is responsible, and such infrastructure is necessary for freight or passenger operations, the Parties shall repair or replace the infrastructure on terms agreed to by the Parties pursuant to the process described in Section **8.3**, including the obligation not to unreasonably withhold, condition or delay such agreement and subject to **Article 17**.

ARTICLE 9. Labor

The Parties will share CSXT's Labor Protection Costs as follows: (i) CSXT will bear the first $[redacted]; (ii) DRPT will bear the next $[redacted]; (iii) the Parties will each bear 50% of additional Labor Protection Costs, provided further that DRPT's liability for such Labor Protection Costs shall be capped at $[redacted] in the aggregate.

ARTICLE 10. Clearing of Wrecks

10.1 During the Transition Period, if by reason of any mechanical failure, accident, derailment or any other cause, a train or locomotive becomes stalled and unable to proceed under its own power on Segment 1, or if in emergencies crippled or otherwise defective cars are separated from their trains while on Segment 1, CSXT promptly shall furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off Segment 1. DRPT shall reimburse CSXT for direct costs incurred in rendering any such assistance with respect to Amtrak or VRE trains (but not CSXT trains or the trains of any party admitted to Segment 1 by CSXT).

10.2 After the Transition Period, if by reason of any mechanical failure, accident, derailment, or any other cause:

10.2.1 a CSXT train or locomotive (or the train or locomotive of any party admitted to Segment 1 by CSXT) becomes stalled and unable to proceed under its own power on Segment 1, or if in emergencies crippled or otherwise defective cars are separated from CSXT trains (or trains of any party admitted to Segment 1 by CSXT) on Segment 1, DRPT shall have the option of allowing CSXT to furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off Segment 1, or DRPT may perform or arrange for the performance of such necessary functions after providing reasonable notice to CSXT. CSXT shall reimburse DRPT for direct costs incurred in rendering any such assistance. DRPT shall promptly perform or arrange for the performance of the same such necessary functions with respect to Amtrak and VRE trains and at the cost and expense of entities other than CSXT.

10.2.2 a train or locomotive (other than a CSXT train or locomotive) becomes stalled and unable to proceed under its own power on the CSXT-Retained Portion of the RF&P Corridor, or if in emergencies crippled or otherwise defective cars are separated from trains on the CSXT-Retained Portion of the RF&P Corridor, CSXT promptly shall furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the CSXT-Retained Portion of the RF&P Corridor at the cost and expense of DRPT, without prejudice to DRPT's right to be reimbursed by the entity to which such assistance has been provided.

10.3 After Sale Date 3, if by reason of any mechanical failure, accident, derailment or any other cause, a train or locomotive becomes stalled and unable to proceed under its own power on Segment 3, or if in emergencies crippled or otherwise defective cars are separated from their trains on Segment 3, CSXT shall promptly furnish, or cause BBRC to promptly furnish, motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off Segment 3. DRPT shall reimburse CSXT for direct costs incurred in rendering any such assistance with respect to Amtrak trains (but not BBRC or CSXT trains), except to the extent Amtrak is obligated to pay such costs.

10.4 The liability, cost and expense of the foregoing not otherwise provided for in this **Article 10**, including, without limitation, loss of, damage to or destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be allocated and apportioned in accordance with the Operating Agreement (CSXT/Commissions) or the Operating Agreement (CSXT/Amtrak), respectively.

10.5 All trains, locomotives, rail cars, and rail equipment and salvage from the recovery operations provided for in this Article shall be promptly delivered to the operator or owner.

ARTICLE 11. Federal Railroad Administration Matters

11.1 In advance of Sale Date 1, DRPT will cause the Commissions or a New Operator of Commuter Rail Service to adopt the CSXT Operating Rules as the DRPT operating rules (the **"DRPT Operating Rules"**) and file a copy of the rules with the FRA. Thereafter, DRPT shall have the right to amend the DRPT Operating Rules, provided that any amendments shall not unreasonably interfere with CSXT operations on Segment 1 or Segment 3 and shall be subject to review and approval of CSXT, which approval shall not be unreasonably withheld, conditioned or delayed.

11.2 DRPT shall comply with the notice provisions of 49 C.F.R. §213.5 and §237.3 at least thirty (30) days prior to an applicable Sale Date.

11.3 During the Transition Period, the Parties will specify the transfer, if any, of any other safety regulatory responsibilities.

11.4 Unless the FRA requires a different allocation: (i) CSXT shall be the host railroad for Positive Train Control ("**PTC**") with respect to track being dispatched by CSXT, and (ii) DRPT or its contractor (at DRPT's sole discretion) shall be the host railroad for PTC with respect to track being dispatched by DRPT or its contractor. Other than as provided in the previous sentence, during the Transition Period, the Parties will work closely with the FRA to establish: (a) whether separate allocation of host railroad responsibility is possible and practical; (b) where the back office operations and support for the RF&P Corridor's PTC system will be housed and maintained; and (c) how the Parties will manage and allocate responsibility for the data generated by the operation of the PTC system on the RF&P Corridor. DRPT or its contractor shall be responsible for the cost to install, maintain, and operate all necessary equipment, including signal, wayside communications, and wireless infrastructure, as well as back office operations, to satisfy all obligations under all applicable FRA PTC regulations whenever (i) DRPT assumes the right to dispatch as provided in this Agreement, including north of AF Interlocking after Phase 2 as provided in Section **5.2**, or (ii) passenger operations require any additional PTC equipment not existing on Segment 1 or Segment 3 on the applicable Sale Date, even if CSXT is dispatching the relevant track.

ARTICLE 12. Performance Managers Committee

The Parties shall form a committee consisting of at least two (2) representatives of each party, as well as one member from each of Amtrak and the Commissions (the "**Performance Managers Committee**"). Unless otherwise agreed, the Performance Managers Committee shall meet monthly (in person or telephonically) and more often when necessary to address issues between the Parties that require prompt resolution. The Performance Managers Committee shall be a forum for the Parties to share information, discuss matters submitted by one Party to the other Party for review and/or approval, and progress resolution of any issues between the Parties with respect to this Agreement. Without limiting the generality of the foregoing, either Party may raise in good faith any topic relevant to the RF&P Corridor or Segment 3 and the other Party shall be obligated to consider such topic in good faith, provided, however, that neither Party shall be obligated by the Performance Management Committee to amend this Agreement other than upon mutual agreement of the Parties.

ARTICLE 13. Insurance

13.1 Passenger Operations. DRPT shall require VRE, Amtrak and any New Operator under the Operating Agreement (DRPT/Commissions), Operating Agreement (DRPT/Amtrak), and any New Operator Agreement to acquire and maintain the level and types of insurance with respect to any operations they may conduct on Segment 1, Segment 2, or Segment 3 as are required for the Commissions and Amtrak in the Operating Agreement (CSXT/Amtrak) and Operating Agreement (CSXT/Commissions). In any such policy acquired for operations on Segment 1, Segment 2, or Segment 3, DRPT and CSXT shall be additional insureds or indemnitees.

13.2 Freight Operations. As of the date hereof, CSXT maintains system-wide premises and liability insurance (which covers, inter alia, its operations on the Corridor) with limits that it has concluded are sufficient to cover any costs or liabilities that CSXT may incur as a result of its operations on the Corridor and includes deductibles or self-assumed amounts that are reasonable and prudent for a freight railroad of similar size and operations. CSXT, at its sole cost and expense, shall maintain insurance with limits that it determines to be adequate during the entire term of this Agreement. DRPT shall be named as an additional insured on premises and liability policies acquired and maintained by CSXT pertaining to the Corridor. In the event that CSXT assigns this Agreement to any person, firm, partnership or corporation that is not affiliated with CSXT, then as a condition to the conduct of operations by such person, firm, partnership or corporation on Segment 1, DRPT may require such entity to maintain during the remainder of the term of this Agreement insurance having a limit of [redacted] Dollars ($[redacted]) combined single limit for personal injury and property damage per occurrence, with deductibles or self-assumed amounts not in excess of [redacted] Dollars ($[redacted]). To the extent and in the event mutually agreeable to DRPT and such other entity, the aforesaid limits and/or amounts of insurance required of such other entity may be changed from time to time during the term of this Agreement. DRPT shall be named as an additional insured on any such policies maintained by such entity.

13.3 DRPT Obligations. The Parties acknowledge that insurance coverage and liability and indemnification related to passenger operations on the Corridor are addressed in the Operating Agreement (CSXT/Amtrak), Operating Agreement (CSXT/Commissions), the Operating Agreement (DRPT/Commissions), and the Operating Agreement (DRPT/Amtrak). In addition, DRPT shall purchase and maintain Premises Liability coverage and a Contingent Railroad Liability Insurance Policy with combined limits of [redacted] Dollars ($[redacted]) per occurrence and [redacted] Dollars ($[redacted]) policy annual aggregate and a Pollution DIC policy with limits of $[redacted] per incident. CSXT shall be an additional insured on any such policies acquired and maintained by DRPT.

ARTICLE 14. Invoices and Payment

14.1 All invoices shall be delivered to a Party in accordance with **Article 19** of this Agreement. All payments shall be made by wire transfer according to instructions supplied on the invoice.

14.2 In the event that a Party fails to pay an invoice within 30 days, the paying Party shall also pay the other Party interest at the rate of ½ of 1.0% per month late charge on the delinquent sum until paid in full. Interest would begin accruing upon one-hundred twenty (120) days after due date of the specific invoice.

14.3 With respect to payments by DRPT, CSXT shall provide reports as required based on the particular funding source for each project by the Federal Funding Accountability and Transparency Act for the Projects. Reimbursement to CSXT shall also be subject to the guidance contained in 2 CFR § 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB).

ARTICLE 15. Independent Contractors; Use of Third-Party Contractors

15.1 In the performance of obligations or duties under this Agreement the Parties are independent contractors and neither Party shall be deemed to be an agent of the other Party.

15.2 The Parties shall have the right to exercise their rights or meet their obligations under this Agreement either directly or through third-party contractors, subject to the express provisions of Section 14.6.2 (*Additional Commitments Regarding Amtrak and Potential New Operators*) of the Comprehensive Rail Agreement with respect to a New Operator of passenger service. Unless expressly required in this Agreement or in the Comprehensive Rail Agreement, either Party's use of a third-party contractor shall be in its sole discretion and shall not require the consent of the other Party but shall require that any such contractor (a) comply in full with the obligations of any and all applicable related agreements, including but not limited to this Agreement, and (b) agree to defend, indemnify and hold harmless the other Party to this Agreement. The use of a third-party contractor does not relieve the Party from its obligations under this Agreement and does not establish any privity of contract between a third-party contractor and the other Party to this Agreement.

ARTICLE 16. Term, Default, and Termination

16.1 If Amtrak is abolished or otherwise ceases to exist without a designated successor or assign, DRPT shall be deemed to be the successor to Amtrak for purposes of this Agreement and shall have the right to operate passenger trains on the same or shorter routes and at the same frequencies as the former Amtrak Commonwealth-Supported Trains in lieu of Amtrak through the Commissions or a New Operator subject to a New Operator Agreement, except that for the avoidance of doubt, compensation for such trains shall be equivalent to that under the then current Operating Agreement (CSXT/Commissions) and provided that no such service shall be operated unless: (i) the statutory cap on passenger claims under title 49 USC § 28103 remains substantially unchanged and applicable to such operations; or (ii) effective federal or Virginia General Assembly legislative approval of a statutory cap on passenger claims equivalent to that of 49 USC § 28103 as in effect on Sale Date 1, including any escalation factor, has been enacted with respect to the Commissions or the New Operator, as applicable, and is applicable to such operations.

16.2 This Agreement shall have a term of one hundred (100) years, commencing on Sale Date 1.

16.3 If DRPT has not established a New Operator under a New Operator Agreement pursuant to Section **3.6** by the date of termination or expiration of the Operating Agreement (CSXT/Commissions), Commuter Rail Service shall be suspended until such time as a New Operator Agreement is in place. CSXT shall have the right to terminate this Agreement with respect to Commuter Rail Service upon termination or expiration of the Operating Agreement (CSXT/Commissions) if DRPT has not established a New Operator under a New Operator Agreement pursuant to Section **3.6** within two years of the date of termination or expiration of the Operating Agreement (CSXT/Commissions) (the "**Suspension Period**"), provided, further that during the Suspension Period, DRPT (or its contractor) shall continue to operate, maintain, and dispatch, or reimburse CSXT for operating, maintaining, or dispatching, such portions of the RF&P Corridor in accordance with this Agreement and in a manner that enables CSXT to perform its common carrier obligations and places CSXT in no less favorable a position than it would have been had the Commuter Rail Service not been suspended (it being understood and agreed by the Parties that during the Suspension Period (i) the track access fees may be modified to achieve the forgoing result and (ii) any such compensation shall account for any costs avoided by CSXT arising from the suspension of the Commuter Rail Service), failing any of which, CSXT may terminate this Agreement with respect to Commuter Rail Service prior to the expiration of the Suspension Period. This Agreement shall terminate with respect to Intercity Passenger Service upon termination or expiration of the Operating Agreement

(CSXT/Amtrak), provided, however, that if Amtrak and CSXT continue to operate under the terms of an expired Operating Agreement (CSXT/Amtrak) or Amtrak and CSXT operate under compensation and terms prescribed by the Surface Transportation Board, no expiration or termination of the Operating Agreement (CSXT/Amtrak) shall be deemed to have occurred for purposes of this section. In the event of expiration or termination of the Operating Agreement (CSXT/Amtrak), DRPT shall have the same rights it would have under Section **16.1** if Amtrak were abolished or otherwise ceased to exist without a designated successor or assign.

16.4 A Party shall be in default under this Agreement if it has breached a material term and such breach remains uncured and continuing for thirty (30) days after receipt of notice of such material breach from the other Party. In the event of default, the Party not in default shall have remedies available at law or in equity, except as provided in Section **16.5**.

16.5 A Party shall have the right to terminate this Agreement only if it is found in a final decision by a court of competent jurisdiction that the other Party has materially breached this Agreement, and such breach remains uncured and continuing for thirty (30) days after the effective date of such decision, provided, however, that nothing herein shall be interpreted to prevent a Party from seeking immediate equitable or injunctive relief upon notice to the defaulting Party in the event a Party fails to perform a material obligation under this Agreement.

16.6 No termination of this Agreement shall release either Party from any liability or obligation under this Agreement resulting from any acts, omissions, or events prior to the date of such termination or cancellation.

ARTICLE 17. Dispute Resolution

All Disputes arising out of or relating to this Agreement that are not otherwise resolved by the Parties must be resolved in accordance with Article 24 (*Dispute Resolution*) of the Comprehensive Rail Agreement.

ARTICLE 18. Assignment

Upon notice to CSXT, but without the consent or approval of CSXT, this Agreement may be assigned by DRPT to the Virginia Passenger Rail Authority or to another agency of the Commonwealth or to an authority or commission authorized by the Virginia General Assembly or the Governor of Virginia, provided, however, all other assignments may be made only with the written consent of CSXT, which consent may be withheld for any reason. Upon notice to DRPT, but without the consent or approval of DRPT, this Agreement may be assigned by CSXT in connection with a transaction under Section 14.7 (*Companion Agreement – Buckingham Branch Lease Agreement; Segment 3 Easement*) of the Comprehensive Rail Agreement or (i) in connection with the sale of all or substantially all of CSXT's assets, or (ii) in a merger or restructuring event (each a "**Permitted Assignment**"). CSXT expressly reserves the right to assign or delegate all or any part of CSXT's rights and duties hereunder to one or more third parties, provided, however, that any such assignment and/or delegation (other than a Permitted Assignment) shall be subject to the consent of DRPT, which consent may not be withheld or delayed unreasonably.

ARTICLE 19. Notices

All communications, notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon (1) email with a confirmed receipt, (2) personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, certified, postage prepaid, return receipt requested, or (4) the next business day following delivery by a nationally recognized overnight carrier, to the Party at the addresses set forth below, or such other addresses as either Party may designate by delivery of prior notice to the other Party:

Mailing Address
If to CSXT CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202
Attention: Senior Director, Passenger Operations
Andy_Daly@csx.com

With a copy to:
CSX Transportation, Inc.
500 Water Street
J-150
Jacksonville, Florida 32202
Attn: Assistant General Counsel
E-mail: sean_craig@csx.com
Phone: (904) 366-5005

If to DRPT Virginia Department of Passenger Rail Transportation
600 E. Main St.
21st Floor
Richmond, VA 23219
Attn: Director
E-mail: j.mitchell@drpt.virginia.gov
Phone (804) 786-4440

With a Copy to:
Office of the Attorney General
202 N. 9th St.
Richmond, VA 23219
Attn: Transportation Section Chief
E-mail: jwhitlock@oag.va.us
Phone (804) 786-3748

ARTICLE 20. Indemnity

There are hereby incorporated the Indemnification provisions set forth in Article 18 (*Indemnification*) of the Comprehensive Rail Agreement, as though fully set forth herein. All matters between the Parties under this Agreement that implicate the matters contained in Article 18 (*Indemnification*) of the Comprehensive Rail Agreement shall be resolved in accordance with such Article 18 *(Indemnification*).

ARTICLE 21. Miscellaneous

21.1 Disadvantaged Business Enterprises (DBE). In any subcontract related to activities under this Agreement, each Party agrees to include appropriate provisions regarding the utilization of Disadvantaged Business Enterprises as required in Title 49 Part 26 of the Code of Federal Regulations.

21.2 Discrimination in Employment. Each Party agrees: (a) it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, and it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and (b) in all solicitations or advertisements for employees placed by or on its behalf, it will state that it is an equal opportunity employer; provided that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

21.3 Governing Law; Venue. This Agreement shall be construed and interpreted under the laws of the United States of America and the Commonwealth of Virginia exclusive of its choice of law rules. The Parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in the applicable work county in Virginia, and the Parties agree to submit to the personal jurisdiction of any State or Federal court situated in the applicable work county in Virginia.

21.4 Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative and in addition to all other rights, powers, and remedies hereunder and those available at Law or in equity. All such rights, powers and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers and remedies granted hereunder or available at law or in equity, except as expressly provided herein.

21.5 Compliance with Laws. Each Party shall be responsible for compliance with any Law that applies to its operations, and shall bear the costs of any fines or penalties imposed by authorities with jurisdiction over the operation for failure to comply with any such Law.

21.6 No Waiver. Except as otherwise expressly provided herein, neither the failure of either Party to exercise any power given such party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

21.7 Entire Agreement. This Agreement (including all Exhibits, which are all a part of the Agreement) contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein or incorporated herein by reference with respect to the subject matter hereof, shall be of any force or effect. Any previous agreements or understandings among the Parties regarding the subject matter hereof, including the Term Sheet, are merged into and superseded by this Agreement.

21.8 Binding Effect: Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, but shall not inure to the benefit of any other entity or other person.

21.9 Amendments. No amendment to this Agreement shall be binding on the Parties hereto unless such amendment is in writing and is executed by the Party against whom enforcement of such amendment is sought.

21.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

21.11 Severability. The Parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any Law, such provision shall be severable, with the remaining provisions remaining valid and enforceable.

21.12 Force Majeure. Neither Party shall be held responsible to the other for delays caused by Force Majeure Events nor shall such delays be deemed a breach or default under this Agreement. In no event, however, shall Force Majeure Events excuse DRPT from its obligation to make payments to CSXT under this Agreement.

21.13 Ethics. The Parties acknowledge that Commonwealth procurement professionals are subject to §2.2-4367 et seq. of the Code of Virginia: Ethics in Public Contracting and State and Local Government Conflict of Interests Act (§2.2-3100 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.) and Articles 2 (§18.2-438 et seq.) and 3 (§18.2-446 et seq.) of Chapter 10 of Title 18.2.

[SIGNATURE PAGE TO FOLLOW]

CSX TRANSPORTATION, INC.

By:____

Print/Type Name:______________________________

Print/Type Title:_______________________________

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By:____

Print/Type Name:______________________________

Print/Type Title:_______________________________

[*SIGNATURE PAGE TO JOINT OPERATING AND MAINTENANCE AGREEMENT*]

EXHIBIT A

To be made available electronically by request to:

Will Roseborough
Director Project Management – CSX Transportation
904-359-1048
Will_Roseborough@csx.com

EXHIBIT N-1

MASTER ENGINEERING AGREEMENT (CSXT)

BETWEEN

CSX TRANSPORTATION, INC.

AND

THE VIRGINIA DEPARTMENT OF RAIL

AND PUBLIC TRANSPORTATION

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MASTER ENGINEERING AGREEMENT (CSXT)

THIS MASTER ENGINEERING AGREEMENT (**CSXT**) is made and entered into on the last date executed below (as amended from time to time, this "**Agreement**"), by and between **CSX Transportation, Inc**., a Virginia corporation having its place of business at 500 Water Street, Jacksonville, Florida 32202 ("**CSXT**"), and the **Virginia Department of Rail and Public Transportation**, a political subdivision of the Commonwealth of Virginia, having its place of business at 600 East Main Street, Richmond, Virginia, 23219 ("**DRPT**") and their successors or permitted assigns.

RECITALS

WHEREAS, DRPT and CSXT (collectively referred to as the "**Parties**," and individually as "**Party**") desire to improve rail safety, capacity, passenger service, and transportation infrastructure within the Commonwealth of Virginia and the District of Columbia by completing certain projects as set forth herein; and

WHEREAS, the Parties created form construction agreements for work to be undertaken by CSXT and DRPT – the Master Construction Agreement (CSXT) and Master Construction Agreement (DRPT) (the "**Construction Agreements**"), respectively; and

WHEREAS, the Parties now desire to enter into engineering agreements for Work to be undertaken by CSXT and DRPT – this Agreement and the Master Engineering Agreement (DRPT), respectively; and

WHEREAS, DRPT and CSXT have agreed for CSXT to proceed with certain necessary engineering and/or design services which provide and define responsibilities for the preliminary study, assessment, planning, environmental planning, design, and cost estimates for each project to facilitate the consideration of proposed projects by the Parties; and

WHEREAS, it is the purpose of this Agreement to provide for the terms and conditions upon which Work may proceed under this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated in this Agreement by reference, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties do hereby mutually agree to be bound by the following terms and conditions:

1. DEFINITIONS

Capitalized terms used but not otherwise defined herein shall be defined for the purposes of this Agreement as set forth below or as such terms are defined in the Comprehensive Rail Agreement:

Applicable Project Standards – The requirements and standards set forth for a Project in (i) Contract Documents, (ii) CSXT Design and Construction Standards, (iii) Law, and (iv) Governmental Approvals; *provided,* however, that with respect to the design and construction of structures related to the DRPT-owned Long Bridge Improvements and Franconia-Springfield

Bypass, DRPT may elect to apply AREMA's most current recommended practices that are in effect when the applicable project reaches thirty percent (30%) design, so long as it provides for an interoperable freight and passenger rail corridor. CSXT and DRPT may mutually agree to reasonable modifications to AREMA's recommended practices for freight rail that reflect the predominant passenger use of the Long Bridge Improvements and Franconia-Springfield Bypass and the requirement of interoperability.

AREMA – The American Railway Engineering and Maintenance-of-Way Association.

Authorization Notice – A written and duly executed notice whereby CSXT and DRPT establish, for each Project, the Work to be performed by CSXT or its Consultants. Included therein are the hourly rates of CSXT personnel and/or costs for Consultants and the Work Schedule pursuant to Section 3 (*Work and/or Authorization Notice*) of this Agreement, as may be amended from time to time by Modification.

Business Day – Any day that is not a Saturday, a Sunday, or a federal, Florida or Virginia public holiday.

Code of Virginia – The Code of Virginia of 1950, as amended from time to time.

Commonwealth – The Commonwealth of Virginia.

Comprehensive Rail Agreement – That certain Comprehensive Rail Agreement between DRPT and CSXT, executed on or about March __, 2021, for the sale and purchase of certain rail infrastructure from CSXT to DRPT.

Consultants – Third parties that may be engaged by CSXT to perform portions of the Work on a given Project. Consultants may include a construction manager, project manager, or providers of other program or administrative assistance, if deemed efficient by CSXT.

Contract Documents – The Comprehensive Rail Agreement, this Agreement and/or Authorization Notice for each Project, and any applicable Modifications as set forth in Section 2 (*Contract Documents*).

Contract Time – The anticipated period of time to complete a Project, as established by the Work Schedule for that Project.

CSXT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, CSXT, as further described in Exhibit E-1 (*Design, Procurement, and Construction Responsibility Matrix*) of the Comprehensive Rail Agreement.

CSXT Design and Construction Standards – The CSXT design and construction standards that CSXT uses when undertaking design and construction projects at its own cost, including the CSXT standards with respect to grades, degree of curvature, clearances or braking distances in effect as of the original execution date of the Term Sheet; *provided*, that CSXT may modify the CSXT Design and Construction Standards from time to time, and *provided*, *further*, that if the CSXT Design and Construction Standards included in a DRPT Assets Project that has reached thirty percent (30%) design are the then-applicable CSXT Design and Construction Standards, CSXT shall not be entitled to alter, amend or modify the CSXT Design and Construction Standards other than as required by Law, without DRPT's approval, which shall not be unreasonably withheld, conditioned or delayed.

Designated Representative – The persons appointed by DRPT and CSXT, respectively, to represent that Party in connection with Work for a given Project, pursuant to Section 9 (*Designation of Representatives*) of this Agreement.

DRPT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, DRPT, as further described in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) of the Comprehensive Rail Agreement.

Engineering – Work completed prior to construction of a Project which provides and defines responsibilities for the preliminary study, assessment, planning, environmental planning, preliminary and final design, and cost estimates of a Project.

Engineering Cost Estimate – An estimate of the costs for performing the Work to be undertaken on a given Project, as set forth in the applicable Authorization Notice. Engineering Costs shall be based on the hourly rates of CSXT personnel engaged to perform Work and shall include all related Work Costs.

Federal Requirements – The provisions required to be part of federal-aid contracts relating to rail projects and applicable to the Project(s), exclusive, as to CSXT, of any service outcome requirement.

Final Completion – The point in time when DRPT notifies CSXT of final acceptance of the Work under the applicable Authorization Notice, in accordance with Section 12 (*Project Completion*).

Force Majeure Events – The occurrence of any of the following events that materially and adversely affects the performance of either CSXT's or DRPT's obligations, *provided* that such events (or effects of such events) could not have been avoided by the exercise of reasonable caution, due diligence, or efforts by the affected Party: (a) war (including civil war and revolution), invasion, armed conflict, violent acts of a foreign enemy, military or armed blockage, or military or armed takeover of the Project, in each case occurring within the Commonwealth; (b) any act of terrorism or sabotage that causes direct physical damage to or otherwise directly causes interruption to construction or direct losses during operation of the Project; (c) nuclear explosion or contamination, in each case causing direct physical damage to the Project or radioactive contamination of the Project; (d) riot, strikes, or other labor disputes (including the resolution or settlement of strikes or other labor disputes), and civil commotion on or in the immediate vicinity of the Project including protests; (e) acts of God such as flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes directly physical damage to the Project; (f) fire or explosion not attributable to the fault of CSXT or any Consultant that directly impacts a material element of the physical improvements to the Project or that materially impacts performance of the Work; (g) epidemic or other significant disease that directly impacts the ability to perform the Work; and (h) Construction Emergencies, vandalism, inability to obtain materials or equipment or the authority to use the same, or any other event beyond the reasonable control of either Party, which has the effect of preventing either from timely or properly performing its obligations under this Agreement.

Franconia-Springfield Bypass – The proposed project between CSXT Milepost CFP 96.2 and CFP 98.8, between the Newington and Franconia-Springfield areas of Fairfax County, Virginia, that includes a new grade separated, aerial two-track bridge structure and retained earth embankments, crossing over the existing CSXT double mainline tracks.

Funding Agreement – An agreement between DRPT and a Funding Partner governing such Funding Partner's provision of funding for one or more Projects.

Funding Partners – Those entities other than DRPT providing funding for a Project.

Good Industry Practice – The degree of skill and judgment prevailing on the effective date of the relevant Authorization Notice that is expected to be exercised by a prudent, skilled, and experienced designer, engineer, or other design professional on similar projects in the Commonwealth of Virginia, taking into consideration safety, operational requirements, level of service, and life cycle costs.

Governmental Approvals – All local, regional, state, and federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, registrations, rulings and other governmental authorizations required to be obtained or completed under Law prior to undertaking any particular activity contemplated by the Contract Documents. The term "**Governmental Approvals**" includes NEPA Documents and the USACE 404 Individual Permit.

Governmental Entity – The government of the United States of America, the District of Columbia, the Commonwealth, the cities and counties within the Commonwealth and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the Commonwealth or the cities and counties within the Commonwealth. However, for the purposes of this Agreement, "**Governmental Entity**" does not include DRPT.

Law – All laws, treaties, ordinances, judgments, decrees, Federal Requirements, injunctions, writs and order of any Governmental Entity, and all rules, regulations, orders, formal interpretations and permits of any Governmental Entity having jurisdiction over construction of the Projects, performance of the Work, or operation of the Projects, or the health, safety, or environmental condition of the Projects, as the same may be in effect from time to time. Laws include the Code of Virginia.

LE Interlocking – L'Enfant Interlocking at CSXT Milepost CFP 111.5.

Long Bridge Improvements – A series of projects between RO Interlocking in Arlington, Virginia and LE Interlocking in the District of Columbia that includes a second two-track railroad bridge over the Potomac River upstream of the Long Bridge, a series of additional bridges in accordance with the FRA Record of Decision dated August 12, 2020, related track work, and a bicycle and pedestrian bridge or bridges upstream of the new bridge span over the Potomac River.

Master Engineering Agreement (DRPT) – That certain agreement between CSXT and DRPT, executed contemporaneously with this Agreement, in which DRPT has agreed to undertake the engineering work contemplated therein.

Master Work Schedule – The critical path method schedule to be maintained by DRPT for all Projects under this Agreement, the Master Engineering Agreement (DRPT), the Construction Agreements, or any other agreements entered into intended to further the purpose of the Comprehensive Rail Agreement.

Maximum Proposal Amount – The maximum amount established by the Parties that may be accepted by CSXT when awarding a Project-related contract to a Consultant.

Maximum Not To Exceed Amount – The maximum amount allocated by DRPT for each Project set forth in the applicable Authorization Notice.

Modification(s) – All written and duly executed amendments to the Contract Documents (excluding the Comprehensive Rail Agreement), including amendments to the Authorization Notices, establishing, modifying, or adjusting an Engineering Cost Estimate, the Work, or a Work Schedule with respect to a given Project.

NEPA – The National Environmental Policy Act, 42 U.S.C. § 4321 *et. seq*., as amended and as it may be amended from time to time.

NEPA Documents – The Environmental Impact Statements (EIS) and Environmental Assessments (EA), as well as Categorical Exclusions (CE) and any other items required by Section 102 in Title I of the National Environmental Policy Act (NEPA).

No Engineering Notice – Shall have the meaning ascribed to it in Section 3.2 (*No Engineering Notice by CSXT*).

Project – The set of tasks described within a specific Authorization Notice related to this Agreement. "**Project**" shall also include, collectively, CSXT Assets Projects and DRPT Assets Projects.

Proposed Consultant – CSXT's proposed, pre-award, Consultant to be selected to perform Work with respect to a Project following a procurement.

RO Interlocking – The Rosslyn Interlocking at CSXT Milepost CFP 109.9.

Term Sheet – That certain binding term sheet between CSXT and DRPT, dated December 16, 2019 and amended on June 29, 2020 and August 31, 2020.

VPRA – The Virginia Passenger Rail Authority.

Work Costs – All reasonable and actual costs and expenses, internal and external, direct and incidental, that comply with all Applicable Project Standards, Laws and Funding Agreement terms and conditions incurred by CSXT in performing the Work with respect to a given Project, including, but not limited to, all equipment, materials, supplies, tools, labor, supervision, overhead, and indirect expenses utilized in performing the Work, and all sums payable to Consultants and other contractors retained by CSXT in connection with a Project, including engineering consultants, insurance costs, and other costs and expenses, as more particularly described by, and subject to the terms and conditions of, this Agreement, including Section 13.1 (*Reimbursable Costs*), Section 13.2 (*Audit*) and Section 14 (*Insurance*). Overhead and indirect expenses shall be calculated using audited rates approved by the Federal Highway Administration and/or Federal Railroad Administration, as applicable.

Work – All engineering and/or design services, tasks, duties, obligations, services, requirements, and activities to be performed, and the administration related thereto, and all items to be provided by CSXT respecting Engineering for the Projects pursuant to this Agreement.

Work Product – All engineering and design documents, surveys, reports, drawings, specifications, or other Work produced as part of a Project, whether complete or incomplete.

Work Schedule – The critical-path-method schedule prepared by CSXT in collaboration with DRPT and incorporated into the relevant Authorization Notice for the Work for a given Project.

2. CONTRACT DOCUMENTS

2.1 Identification. The Contract Documents for each Project shall consist of the following:

(a) the Comprehensive Rail Agreement;

(b) this Agreement;

(c) Authorization Notice; and

(d) any and all applicable Modifications.

2.2 Priority. In the event of conflict among the Contract Documents, the terms of one shall prevail over another in the following order of priority, from highest to lowest:

(a) any and all applicable Modifications;

(b) the relevant Authorization Notice;

(c) this Agreement; and

(d) the Comprehensive Rail Agreement.

3. WORK AND/OR AUTHORIZATION NOTICE

3.1 Projects. Projects have been or shall be assigned for Engineering as between CSXT and DRPT in accordance with Section 14.8 and Exhibit E-1 of the Comprehensive Rail Agreement, which may be amended from time to time. Any variance from the engineering responsibilities set forth in Exhibit E-1 to the Comprehensive Rail Agreement shall be handled according to the Comprehensive Rail Agreement. The Parties agree that this Agreement shall be used for any Projects to be completed by CSXT, and that the Master Engineering Agreement (DRPT) shall be used for any Projects to be completed by DRPT. Projects completed by CSXT pursuant to this Agreement shall be in accordance with the Contract Documents applicable to each Project, unless otherwise specified in the relevant Authorization Notice.

3.2 No Engineering Notice by CSXT. Notwithstanding Exhibit E-1 of the Comprehensive Rail Agreement, for Projects on which CSXT has agreed to undertake the Work using its in-house staff pursuant to Section 20.1 (*In-House Staff*), CSXT may elect not to undertake such Work by providing written notice to DRPT (a "**No Engineering Notice**") prior to execution of the Authorization Notice to the applicable Project. For Projects where CSXT has agreed to undertake the Work using Consultants in accordance with Section 8.2 (*Consultants*), CSXT may elect not to undertake such Work by providing a No Engineering Notice to DRPT prior to CSXT reaching agreement with a Consultant to perform the applicable Work.

3.3 Submission of an Authorization Notice.

(a) For each Project, CSXT shall work collaboratively with DRPT to prepare and submit an Authorization Notice to DRPT for its review and comment. Such Authorization Notice shall more specifically describe the Work to be performed by CSXT and include (i) an Engineering Cost Estimate, to include any advance payments required for mobilization; (ii) the Work Schedule; (iii) insurance requirements; and (iv) any other information necessary for the performance of the Work.

(b) Upon receipt of the Authorization Notice, DRPT shall have 30 days to review the Authorization Notice and provide comments. As one portion of its review, but in particular, DRPT will assess NEPA compliance for the Project. Within 30 days of receipt of DRPT's comments, CSXT shall prepare and resubmit a revised Authorization Notice that reflects DRPT's comments. CSXT shall incorporate DRPT's comments unless such comments, in CSXT's reasonable opinion, would (i) materially adversely affect freight and/or passenger rail operations, (ii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or (iii) materially conflict with Applicable Project Standards. In the event that DRPT does not agree with CSXT's determination as to whether its comments would materially adversely affect freight and/or passenger rail operations, materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or materially conflict with Applicable Project Standards, DRPT may submit such dispute for resolution in accordance with Section 17 (*Dispute Resolution*). Upon the satisfaction of DRPT and CSXT of the contents of the Authorization Notice, the Parties shall execute the Authorization Notice.

(c) Among other rights articulated in this Agreement, DRPT shall have the right to abandon a Project at any time before CSXT commences Work on that Project.

4. SCOPE OF WORK

4.1 Scope. CSXT agrees that it will perform, or contractually require to be performed, Work referenced in the Authorization Notice for each Project. Such Work performed by CSXT shall be performed in accordance with Applicable Project Standards and Good Industry Practice, and CSXT shall contractually require its Consultants to perform the Work it performs in accordance with the Applicable Project Standards and Good Industry Practice.

4.2 General Provision. The Work to be performed by CSXT shall consist of one or more of the following: (a) preparation of preliminary engineering and final design plans, specifications, drawings, and other documents pertaining to the Projects; (b) preparation of construction cost estimates for Work in connection with the Projects; and (c) review of construction cost estimates, site surveys, assessments, studies, and related construction documents for the Projects. Work may also include: (i) office reviews, (ii) field reviews, (iii) attendance at hearings and meetings, and (iv) preparation of correspondence, reports, and other documentation in connection with the Projects.

4.3 Changes in Scope – Generally.

(a) Each Authorization Notice will establish a fixed scope of the Work to be accomplished by CSXT under such Authorization Notice for compensation not in excess of the Maximum Not To Exceed Amount established under the same Authorization Notice. However, either Party may request a change in the scope of Work by submitting a written request to the other Party for a Modification, using the procedures set forth in Section 4.4 (*Change in Scope – Additional Work*). All requests shall set forth a complete description of the proposed change and such other information as may be appropriate or required by other Sections of this Agreement.

(b) Except as otherwise set forth herein, DRPT shall have the right to refuse to accept any request that (i) would materially change the scope of the Work, Engineering Cost Estimate, Work Costs, or Work Schedule; (ii) which may otherwise be deemed unreasonable; or (iii) which DRPT, in its sole discretion, determines is not required to meet the intent of the Project, unless the failure to accept the change in scope would materially adversely affect freight and/or passenger rail operations, or materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material)..

(c) CSXT shall approve any request unless such approval would materially adversely affect freight and/or passenger rail operations, materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, cause the relevant Work to materially conflict with the Applicable Project Standards (any conflict with Law shall be deemed material), or unless DRPT fails to commit sufficient funds to cover the proposed Modification.

(d) In the event of a disagreement between the Parties, either Party may submit such dispute for resolution in accordance with Section 17 (*Dispute Resolution*).

4.4 Change in Scope – Additional Work.

(a) If CSXT identifies additional Work that is required in order to meet the intent of the Project and that is not specifically identified in the applicable Authorization Notice, CSXT shall submit a request to DRPT for a Modification. Such Modification shall include a description of the additional Work to be performed and the changes to the Engineering Cost Estimate and Work Schedule in specific detail to enable DRPT to evaluate the request. DRPT shall evaluate the Modification, taking into account all relevant issues, including whether the change in scope of Work: (i) involves any increase to payments from DRPT; (ii) exceeds the Maximum Not To Exceed Amount for the Project; (iii) affects the quality of the Work or the likelihood of successful delivery of the Work; (iv) materially adversely impacts the Work Schedule or Master Work Schedule; or (v) is required to accomplish both Parties' objectives with respect to the applicable Project.

(b) Promptly after receiving CSXT's Modification request, the Parties shall meet to discuss the matters referred to in such request. During such discussions, DRPT and CSXT may propose changes to the Modification request. DRPT shall promptly approve the Modification by executing and delivering such Modification to CSXT, or reject the Modification. The Parties shall use commercially reasonable efforts to resolve Modification requests promptly, the speed of which will be determined by the immediacy of the need for Modification.

(c) In the event the Modification will cause the funds needed to complete the applicable Project to exceed the Maximum Not To Exceed Amount, DRPT and CSXT shall meet in accordance with Section 4.4(b) (*Change in Scope- Additional Work*) to determine in good faith whether: (i) the scope of Work can be reduced so as not to exceed the Maximum Not To Exceed Amount, while maintaining the quality and meeting the intent of the Project; (ii) additional funds can be procured in order to pay for the amount in excess of the Maximum Not To Exceed Amount, or (iii) the Project should be suspended or terminated. In the event DRPT and CSXT cannot reduce the scope of Work or acquire additional funding, either Party may suspend performance or terminate the Contract Documents as it relates to the relevant Project. In the event performance is suspended, DRPT shall provide evidence satisfactory to CSXT that additional funding has been acquired prior to CSXT resuming Work.

5. PROJECT TIME FRAME

5.1 Commencement Date. Unless otherwise specified by the relevant Authorization Notice, CSXT shall commence Work on a given Project within thirty (30) calendar days following delivery of a notice to proceed from DRPT to CSXT. However, DRPT shall not deliver such notice, unless and until: (a) DRPT and CSXT have executed and delivered an Authorization Notice for such Project; (b) CSXT has received advance payment for that portion of the Project required for mobilization; and (c) DRPT has provided an indication, to CSXT's satisfaction, that funding for the Project is or will be available for DRPT to make regular and timely payments to CSXT.

5.2 Work Schedule.

(a) DRPT shall develop and maintain a Master Work Schedule for completion of all Projects under this Agreement or any other agreements that further the purpose of the Comprehensive Rail Agreement.

(b) DRPT and CSXT shall collaborate to establish the Work Schedule and Contract Time for a given Project, taking into account, among other things, Work Schedules for all other Projects, efficient utilization of the Parties' resources, and effects of the Work on freight and passenger rail services. Such Work Schedule shall be consistent with the Master Work Schedule.

(c) Plans for Work that are prepared by CSXT shall be submitted to DRPT for review prior to finalizing said plans. Written review comments from DRPT shall be received by CSXT within thirty (30) calendar days of submittal. CSXT shall incorporate DRPT's comments into its plans unless such comments, in CSXT's reasonable opinion, would materially adversely affect the Work Schedule. In the event that DRPT does not agree with CSXT's determination as to whether its comments would materially adversely affect the Work Schedule, DRPT may submit such dispute for resolution in accordance with Section 17 (*Dispute Resolution*). All sites selected for improvement, all plans for improvements, and all contracts with CSXT will be subject to the approval of DRPT prior to CSXT performing any Work.

(d) It is the intent of the Parties that the Work undertaken pursuant to this Agreement is performed in the spirit of partnership. CSXT shall endeavor to complete all Work addressed in the relevant Authorization Notice in accordance with the Contract Time and Work Schedule. For Projects in which Work will be performed by a Consultant of CSXT, CSXT shall require that the Consultant complete such Work in accordance with the Work Schedule. If CSXT or its Consultants fail to prosecute the Work in a timely manner such that the Work falls ninety (90) days or more behind the applicable Work Schedule, which may be modified from time to time in accordance with the terms of this Agreement, such delay shall constitute a material breach by CSXT, giving DRPT the right to terminate the applicable Authorization Notice and Project for CSXT's default in accordance with Section 19.2 (*Termination by DRPT*) and 19.4 (*CSXT Recovery*) and assume responsibility for the Project as a DRPT-led project, subject to the Master Engineering Agreement (DRPT). For the avoidance of doubt, delays not due to CSXT or its Contractors shall not constitute a material breach by CSXT.

5.3 Changes to Work Schedule.

(a) In the event either Party requires changes to the Work Schedule, the requesting Party may submit a written Modification request to the other Party. Such Modification request shall include a description of the modification to the Work Schedule, which shall be based on the baseline Work Schedule submitted as part of the Authorization Notice.

(b) Promptly (and in any event within 30 days) after delivery and receipt of such Modification request, the Parties shall meet to discuss the matters referred to in it. During such discussions, the Parties may propose changes to the Modification request. The Parties shall use commercially reasonable efforts to resolve Modification requests promptly, the speed of which will be determined by the immediacy of the need for the Modification.

(c) CSXT shall be obligated to accept any Modification to the Work Schedule requested by DRPT; *provided*, that: (i) CSXT may refuse such Modification if it would (a) materially adversely affect freight and/or passenger rail operations; (b) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor; or (c) materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material); (ii) any increase in costs incurred by CSXT as a result of the Modification to the Work Schedule shall constitute reimbursable Work Costs; and (iii) if CSXT's then-existing resources cannot reasonably accommodate the Modification then CSXT may condition its acceptance of a Modification to the Work Schedule on the Modification incorporating reasonable additional time for CSXT to accomplish any additional Work associated with the Modification.

(d) DRPT shall have the right to refuse to accept any Modification to the Work Schedule requested by CSXT that affects the critical path of the Work Schedule or Master Work Schedule, unless such refusal would materially adversely affect freight and/or passenger rail operations or materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material).

(e) In the event of a disagreement between the Parties, either Party may submit such dispute for resolution in accordance with Section 17 (*Dispute Resolution*).

(f) Notwithstanding the foregoing, CSXT may amend the Work Schedule without DRPT approval, if such amendment does not impact the critical path of the Work Schedule or Master Work Schedule, *provided*, that such amendment shall only be effective following delivery of written notice to DRPT.

6. PRIORITY OF WORK

CSXT shall use reasonable efforts to complete the Work in such order or time as shown by the Work Schedule for each Project, subject to Section 5 (*Project Time Frame*), in coordination with the Work Schedules of all other Projects, as revised by the Parties from time to time. However, the Parties acknowledge and agree that the priority given to any Project and other circumstances affecting the Projects may change from time to time for a variety of reasons, and that such changes are likely to occur. CSXT shall submit a written request seeking approval from DRPT prior to implementing changes to the order of priority with respect to Projects being undertaken by CSXT (but excluding the priority of undertaking tasks within a single Project). The Parties will identify the priority of each Project in the applicable Authorization Notice. In the event CSXT anticipates a change in the priority of the Projects will result in a change to the Work Schedule, CSXT shall submit a Modification to DRPT using the procedures set forth in Section 5.3 (*Changes to Work Schedule*).

7. PROJECT REVIEWS

7.1 Meetings. The Parties agree to hold at least monthly Project review meetings to be scheduled at the convenience of the Parties to conduct Project coordination and discuss and review Project progress. Such meetings shall be attended by CSXT's Designated Representative and DRPT's Designated Representative, and be governed and guided by DRPT's Designated Representative.

7.2 Project Evaluation Reports. After commencement of each Project, CSXT's Designated Representative or its designee will provide DRPT's Designated Representative with a written Project evaluation report on a monthly basis, to be discussed at each Project review meeting described in Section 7.1 (*Meetings*). Such report shall: (i) describe the progress of the Work, to include: (a) a percentage of the Work completed, (b) any short-term and long-term concerns as required by federal regulations governing reimbursement of federal funding in each Authorization Notice, and (c) any anticipated completion dates, (ii) identify any issues that appear at the time of the report likely to require the Parties to execute a Modification for that Project as specified in the Authorization Notice, (iii) provide any updates to the baseline Work Schedule (in .pdf and native format), and (iv) include any additional information required to satisfy reporting requirements by Funding Partners.

7.3 Costs. Costs incurred by CSXT in connection with Project reviews or Project evaluations reports under this Section 7 (*Project Reviews*) shall constitute Work Costs.

8. WORK COST AND CONSULTANTS

8.1 Work Costs.

(a) Work Costs reimbursed by DRPT shall not be in excess of the Maximum Not To Exceed Amount set forth in the applicable Authorization Notice. If the estimated Work Costs are projected to exceed the Maximum Not To Exceed Amount, DRPT and CSXT shall meet in accordance with Section 4.4(b) (*Change in Scope- Additional Work*) to determine whether: (i) the scope of Work can be reduced so as not to exceed the Maximum Not To Exceed Amount, while maintaining the quality and meeting the intent of the Project; (ii) additional funds can be procured in order to pay for the amount in excess of the Maximum Not To Exceed Amount, or (iii) the Project should be suspended or terminated. In the event DRPT and CSXT cannot reduce the scope of Work or acquire additional funding, either Party may suspend or terminate the Contract Documents as it relates to the relevant Project. In the event performance is suspended, DRPT shall provide evidence satisfactory to CSXT that additional funding has been acquired prior to CSXT resuming Work.

8.2 Consultants.

(a) The Parties recognize and agree that CSXT Consultants and/or subcontractors may perform all or any portion of the Work.

(b) Subject to Law, the Parties agree that at least thirty (30) days prior to CSXT issuing any request for proposals for Work from Consultants, DRPT shall have the right to review any procurement documents intended to be issued as part of any solicitation. The Parties shall agree to establish a Maximum Proposal Amount for any Work to be performed by Consultants. Prior to selection of a Consultant, CSXT shall provide written notification to DRPT of its choice and its reasoning for selection. CSXT's selection of a Consultant shall reflect, in CSXT's reasonable opinion, the best value of all qualified proposals received. CSXT shall include DRPT as a third party beneficiary in any contract for Work performed by Consultants. To the extent permitted by applicable Law, without precluding anticipated Funding Partners, CSXT may select a Consultant through its existing general-engineering-consultant process.

(c) In the event the price proposal by CSXT's Proposed Consultant exceeds the Maximum Proposal Amount, CSXT shall choose the next best Consultant with a price that does not exceed the Maximum Proposal Amount. In the event that no Consultant proposal is below the Maximum Proposal Amount, the Parties may: (i) agree to increase the Maximum Proposal

Amount, (ii) terminate the Project, or (iii) to the extent permitted by Law, enter into negotiations with one or more offerors to adjust the scope and/or price to a value within the Maximum Proposal Amount.

9. DESIGNATED REPRESENTATIVES

9.1 Designation of Representatives. By the Authorization Notice for each Project, DRPT and CSXT shall identify its Designated Representative who shall serve as its primary point of contact with respect to such Project. The Parties may also identify secondary representatives who will receive copies of all correspondence on such Project.

9.2 DRPT's Designated Representative. All Modifications will require the signature of either DRPT's Chief of Rail or his/her designee. DRPT's Designated Representative for a given Project shall be available during all working hours to confer with CSXT's Designated Representative.

9.3 CSXT's Designated Representative. CSXT's Designated Representative for a given Project shall be available during all working hours to confer with DRPT's Designated Representative.

10. FUNDING

10.1 Availability. The liability of DRPT to CSXT for reimbursement of Work Costs is subject to the appropriation and authorization of funds for such Work Costs. Said amounts shall be addressed in the applicable Authorization Notice. No such amounts are provided for or otherwise included in this Agreement. DRPT is not responsible for any expenses or obligations incurred for the Projects except those specifically eligible under the terms of this Agreement and/or Authorization Notices. However, at no time shall DRPT reimburse CSXT costs above the Maximum Not To Exceed Amount for any Projects except as adjusted by applicable Modifications.

10.2 Termination. In the event that funding is terminated for any reason during performance of this Agreement, or sufficient funds are not available for payment under this Agreement, DRPT shall promptly notify CSXT, and CSXT shall be entitled: (i) to immediately cease or suspend performance of Work for the affected Projects upon delivery of written notice to DRPT; or (ii) in accordance with Section 19.1 (*Termination by CSXT*), to terminate the Contract Documents for the affected Projects. DRPT shall not issue a notice to proceed for a Project to commence until all funds have been authorized. Nothing in this Section 10.2 (*Termination*) shall limit CSXT's right to be compensated for all Work Costs validly incurred pursuant to an Authorization Notice and any applicable Modification to a Project.

11. PAYMENT

11.1 Payments. Payments shall be made by DRPT to CSXT upon approval of an invoice. Such invoice shall include: (i) the hourly rates of, and hours worked by, CSXT personnel (such rates to be set forth in the applicable Authorization Notice), (ii) all actual expenses incurred during the period of the invoice, (iii) a certification that the hours worked and the costs incurred are accurate and reflect the total amount due to CSXT for the period of the invoice, and (iv) any supporting documentation evidencing the actual costs incurred during the period of the invoice. DRPT reserves the right to request additional supporting documentation to substantiate any amounts specified in the invoice. CSXT agrees that it shall bear all Work Costs that it is unable to reasonably substantiate; *provided*, that for any Work Costs for which DRPT is to receive reimbursement from a Funding Partner, DRPT shall provide evidence to CSXT that the Work Cost is subject to non-reimbursement by DRPT's Funding Partner due to insufficient substantiation; and *provided further,* that DRPT gives CSXT reasonable notice and opportunity to provide supporting documentation or other means of substantiating the Work Cost. DRPT shall remit payment to CSXT within a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such invoice to DRPT. CSXT further agrees that it will not submit invoices for payment more frequently than once every thirty (30) days. Payment shall be subject to correction at the time of any final audit.

11.2 Default Remedies.

(a) In the event that DRPT fails to pay to CSXT undisputed sums due to it under this Agreement: (i) DRPT shall also pay CSXT interest at a variable rate per annum at all times equal to the prime rate of interest announced publicly by *The Wall Street Journal* (or its successor) on the delinquent sum until paid in full in accordance with the Virginia Code § 2.2-4355 of the Virginia Public Procurement Act; and (ii) CSXT may elect: (A) to immediately cease or suspend all further Work on the Project upon delivery of written notice to DRPT, unless and until DRPT pays the entire delinquent sum, together with accrued interest; and/or (B) in accordance with Section 19.1 (*Termination by CSXT*), to terminate the Contract Documents as it relates to the Project. Interest would begin accruing upon one-hundred twenty (120) days after due date of the specific approved invoice.

(b) All invoices from CSXT shall be delivered to DRPT in accordance with Section 23 (*Notices*). All payments by DRPT to CSXT shall be made by electronic funds transfer, where possible, otherwise by certified check, referencing the invoice number(s) for which payment is made, mailed to the following address or such other address as designated by CSXT's notice to DRPT:

CSX Transportation, Inc.
PO BOX 530192
Atlanta, GA 30353-0192

11.3 Federal Funding Accountability and Transparency Act Requirements. All Parties to this Agreement, and their Consultants, contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall, to the extent applicable, provide reports as required based on the particular funding source for each Project by the Federal Funding Accountability and Transparency Act for the Projects. Reimbursement to CSXT shall also be subject to the guidance contained in 2 CFR § 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act (FFATA)."

12. PROJECT COMPLETION

12.1 Final Completion.

(a) Upon receipt of a written notice from CSXT of completion of the Work provided under the applicable Authorization Notice, DRPT shall make a review to determine if all Work specified in the Authorization Notice has been satisfactorily completed. CSXT shall provide all documentation reasonably requested by DRPT for DRPT to determine whether CSXT has completed the Work required under the applicable Authorization Notice. If all Work has been satisfactorily completed, DRPT shall make final acceptance by notifying CSXT of final acceptance in writing.

(b) If the review discloses that any Work, in whole or in part, is incomplete, CSXT shall use reasonable efforts to complete the Work, as a Work Cost. If the review discloses that any Work, in whole or in part, is unacceptable, CSXT shall use reasonable efforts to correct the Work, as a Work Cost, unless the unacceptable portion was due to an error or omission, attributable solely to CSXT or its Consultant, in which case the cost to correct the work shall not be treated as a Work Cost, and shall be corrected by CSXT or its Consultant at no additional cost to DRPT. Upon completion or correction of the Work, CSXT may request another review by DRPT to determine if all Work specified in the Authorization Notice has been satisfactorily completed. In such event, provided the Work is complete and acceptable, DRPT will make the final acceptance and will notify CSXT of final acceptance in writing.

(c) If CSXT does not agree with DRPT's determination as to whether all Work specified in the Authorization Notice has been satisfactorily completed, CSXT may submit such dispute for resolution in accordance with Section 17 (*Dispute Resolution*).

(d) When written final acceptance has been delivered to CSXT by DRPT, CSXT shall submit an invoice for final payment in accordance with Section 11.1 (*Payments*). Upon review and approval of the final invoice by DRPT pursuant to Section 11.1 (*Payments*), CSXT shall be paid the entire sum due in accordance with Section 11.1 (*Payments*). Payments shall be subject to correction at the time of any final audit.

13. WORK COSTS

DRPT shall pay to CSXT any and all reasonable Work Costs, in addition to other costs detailed in the provisions of this Agreement, in accordance with and subject to the following conditions:

13.1 Reimbursable Costs. DRPT shall reimburse CSXT for all reasonable costs and expenses incurred by CSXT in connection with the Work, including, without limitation: (a) out-of-pocket expenses; (b) travel and lodging expenses in accordance with Commonwealth travel policies; (c) telephone, facsimile, and mailing expenses; (d) costs for equipment, tools, materials and supplies; (e) sums paid to Consultants and subcontractors; and (f) CSXT labor.

13.2 Audit. Subject to any additional requirements that may be imposed by Funding Partners or Federal Requirements, all cost records and accounts for each Project shall be subject to audit by DRPT for a period of five (5) years following CSXT's receipt of final payment for the

Project. CSXT shall maintain/make all books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate to substantiate incurred costs under this Agreement. Further, CSXT shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement for inspection and audit by DRPT. Representatives of DRPT shall have such access to the books and accounts of CSXT as may be required to audit said bill. After the bill has been audited by DRPT, DRPT will pay to CSXT any amount remaining due to CSXT in addition to the amount previously paid within thirty (30) days following the audit, *provided*, however, in the event of overpayment, CSXT shall remit such overpayment to DRPT within thirty (30) days following receipt of written notice of such overpayment if CSXT agrees with the audit finding. If CSXT disagrees with a finding of overpayment, the finding will be subject to dispute resolution.

14. INSURANCE

CSXT or its Consultant as applicable, shall procure and maintain, as a Work Cost, insurance, in form and substance acceptable to CSXT and DRPT, during the performance of the Work, as more particularly described in the Authorization Notice for each Project. The Parties agree all such insurance, to include specifically professional liability insurance, will include coverage liabilities or claims arising out of the activities conducted pursuant to this Agreement. Execution of the Authorization Notice shall constitute DRPT's approval of the form and substance of the insurance for the Project. To the extent the cost of such insurance increases or decreases between the time of the execution of the Authorization Notice and the date when CSXT commences Work, DRPT will execute a Modification to cover the reasonable increased or decreased cost of the insurance.

15. OFFSET OR REDUCTION

CSXT recognizes and agrees, for bills tendered by CSXT, that DRPT maintains the right to make partial payments of or "short pay" invoices if costs are unsubstantiated or in dispute. DRPT shall not offset against payments due with respect to a given Project for amounts due with respect to any other Project. In addition, DRPT shall not withhold any amount otherwise due CSXT, which it does not dispute. In any case, DRPT shall promptly advise CSXT of any such dispute and the nature and basis of such dispute, and the Parties shall endeavor to promptly resolve such dispute in accordance with Section 17 (*Dispute Resolution*), without adversely affecting CSXT's other rights and remedies under this Agreement.

16. AVAILABILITY OF FUNDS FOR DRPT'S PERFORMANCE

The obligation of DRPT to make payment of amounts due and owing by DRPT pursuant to, and accruing from, this Agreement shall be subject to and dependent upon appropriation being made from time to time by the Virginia General Assembly and allocation by the Commonwealth Transportation Board. Because such appropriation is outside of the control of DRPT, any failure to appropriate funds by the Virginia General Assembly, in and of itself, will not constitute a default by DRPT under this Agreement, but CSXT shall be entitled to all rights and remedies available to it under this Agreement at Law or in equity for the non-payment of amounts due and accruing from this Agreement as if the failure to make such payments were a default.

17. DISPUTE RESOLUTION

The Parties shall utilize the dispute resolution procedures set forth in Article 24 of the Comprehensive Rail Agreement. Each Party shall be responsible for its own costs with respect to engaging in dispute resolution under this Agreement.

18. PROVISIONS REQUIRED BY FUNDING PARTNERS

The Parties agree to add to any Authorization Notice those provisions required by one or more Funding Partners for the corresponding Project, exclusive, as to CSXT, of any service outcome requirement. The Funding Partner requirements must be communicated and included in the Authorization Notice prior to execution of the Authorization Notice by CSXT.

19. TERMINATION OF AGREEMENT

19.1 Termination by CSXT. In addition to the rights and remedies of CSXT pursuant to Section 4.4(c) (*Change in Scope – Additional Work*), Section 8.2(c) (*Consultants*), Section 10.2 (*Termination*), and Section 11.2 (*Default Remedies*), CSXT may suspend the Work on a Project or exercise such other remedies other than termination immediately upon written notice to DRPT, only if: (a) through no fault of CSXT or act or omission of CSXT, the Work on a Project is stopped for a period of forty – five (45) consecutive calendar days by DRPT without cause or stopped by CSXT on account of an act or omission of DRPT, including, for example, due to non-payment by DRPT; or (b) DRPT shall materially breach or default with respect to the Contract Documents for that certain Project. Any costs incurred by CSXT on account of any suspension, or in connection with resuming Work on the Project, will be added to the Project as a Work Cost. If such stoppage, material breach, or default remains uncured for a period of 365 days following receipt of CSXT's written notice, CSXT may terminate the Contract Documents as it relates to that Project. For avoidance of doubt, CSXT may not terminate a Project for which Work has stopped or a material breach or default has occurred with respect to a different Project.

19.2 Termination by DRPT. At any time DRPT may terminate the Work on a Project and the associated Contract Documents by delivery of written notice to CSXT, which termination shall be effective as of the date set forth in such notice, for any reason, including (i) CSXT's failure to perform its obligations under the Contract Documents; (ii) DRPT's determination that such termination is in the best interests of DRPT; (iii) executive orders of the President of the United States relating to the prosecution of war or national defense, or a national emergency; (iv) orders from duly constituted authorities relating to energy conservation; or (v) a restraining order or injunction obtained by third-party citizen action, relating to national or local environmental protection laws.

19.3 Termination of the Comprehensive Rail Agreement. In the event the Comprehensive Rail Agreement is terminated, this Agreement and all Contract Documents shall immediately terminate.

19.4 CSXT Recovery. When a Project or associated Contract Documents are terminated or canceled by either Party, DRPT understands and agrees that it may be impractical for CSXT to immediately stop the Work. Accordingly, DRPT agrees that, in such instance, CSXT may continue to perform the Work until it has reached a point where it may reasonably and safely suspend the Work as reasonably determined by CSXT, or, if requested by DRPT, until such time as determined by DRPT; *provided*, that DRPT shall provide advance payment to CSXT for the Work performed at DRPT's request. Subject to Section 10.2 (*Termination*), DRPT shall continue to reimburse CSXT as per the terms of the Contract Documents for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, and all other CSXT-incurred costs as a result of the Project up to the time of full suspension of the Work. If DRPT terminates a Project or Contract Documents as the result of a CSXT default, any amounts due to CSXT in accordance with this Section 19.4 (*CSXT Recovery*) shall be offset against any costs incurred by DRPT in the re-procurement for any Work then not completed by CSXT under the relevant Contract Documents. CSXT shall have no obligation to perform additional Work if this Agreement is terminated except as requested by DRPT in accordance with this Section 19.4 (*CSXT Recovery*). If necessary in the opinion of CSXT, the Parties shall enter into an agreement for reimbursement of all such costs and expenses incurred by CSXT to so discontinue the Work.

19.5 Consequences of Termination. Termination of this Agreement, other associated Contract Documents, or the Work on any Project, for any reason, shall not diminish or reduce DRPT's obligation to pay CSXT for Work Costs incurred in accordance with this Agreement. Furthermore, nothing in this Agreement shall alter, modify or diminish the requirement that the Projects in Phase 2 under the Comprehensive Rail Agreement be completed in order for additional passenger trains to be added to the Service Plan. Notwithstanding the termination of any or all Projects or the associated Contract Documents, the provisions of Section 11 (*Payment*), Section 15 (*Offset or Reduction*), Section 17 (*Dispute Resolution*), Section 19.4 (*CSXT Recovery*), Section 19.5 (*Consequences of Termination*), Section 21 (*Indemnification and Debarment*), and Section 22.13 (*Controlling Law*) shall survive. Upon early termination of a Project, CSXT shall provide all Work Product generated up through the date of termination to DRPT.

19.6 Consequential Damages. Neither CSXT nor DRPT shall be entitled to pursue claims for consequential, indirect or incidental damages or lost profits as a consequence of either Party's default or termination of this Agreement or Work on any given Project.

20. ENGINEERING SERVICES

20.1 In-House Staff. CSXT may use qualified in-house staff based on DRPT's approval of a scope of Work, which details work to be performed, staff qualifications, staff time, and wage rates. It is not anticipated that CSXT will undertake much if any of the Work required for the Projects by using in-house staff. When in-house staff is not used, CSXT shall follow the procurement procedures set out in Section 8.2 (*Consultants*).

21. INDEMNIFICATION AND DEBARMENT

21.1 Indemnification. CSXT shall indemnify, and shall contractually require its Consultants to indemnify, DRPT for any liability for damage arising out of the negligent acts, errors, or omissions, recklessness or intentionally wrongful conduct of the design professionals performing the Work. To support such indemnification, CSXT shall (and/or shall contractually require its Consultants to) obtain and maintain professional liability insurance pursuant to Section 14 (*Insurance*).

21.2 CSXT Debarment. Per OMB Circular A-133, CSXT is prohibited from contracting with or making sub-awards under transactions covered by this Agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $[redacted] and all non-procurement transactions (*e.g.,* sub-awards to subrecipients). Contractors receiving individual awards for $[redacted] or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. CSXT may rely upon the certification unless it knows that the certification is erroneous. CSXT agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

21.3 DRPT Debarment. It is the policy of DRPT not to enter into any agreement with parties that have been debarred by any government agency federal or state. By execution of this Agreement, CSXT certifies that neither it nor its Consultants are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.

22. MISCELLANEOUS

22.1 Benefit. The provisions of this Agreement shall inure to the benefit of and bind the permitted successors and assigns of DRPT and CSXT but shall not inure to the benefit of any other party or other persons.

22.2 Assignment. Assignment of this Agreement, whether by DRPT to the VPRA or any other entity, or by CSXT, will be permitted under the same terms and conditions as provided in the Comprehensive Rail Agreement, *mutatis mutandis*.

22.3 Complete Understanding. The Parties agree that this Agreement, as supplemented by the Comprehensive Rail Agreement, Authorization Notices, Amendments, and/or Modifications, embodies the complete understanding of the Parties with respect to the Work of the Projects and supersedes other prior or contemporaneous written or oral agreements, understandings, and negotiations with respect to the Work or the Projects, including the Term Sheet.

22.4 Amendment. This Agreement and the other Contract Documents may be amended only by a written instrument signed by both Parties. Both Parties acknowledge that this Agreement and other Contract Documents may require amendments based on negotiations between DRPT and its Funding Partners. CSXT agrees to work cooperatively with DRPT to assess whether or not amendments are required to this Agreement and other Contract Documents to comply with the requirements of DRPT's Funding Partners and to negotiate any such amendments in good faith, without obligation to agree to any amendment.

22.5 Waiver. If DRPT or CSXT should fail to enforce their respective rights under this Agreement or the other Contract Documents, or fail to insist upon the performance of other Party's obligations, such failure shall not be construed as a permanent waiver of either Party's rights or obligations as stated in this Agreement or the other Contract Documents.

22.6 Severability. The Parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any state or federal law or regulation, such provision shall be severable with the remaining provisions remaining valid and enforceable.

22.7 Force Majeure. Neither Party shall be held responsible to the other for delays caused by Force Majeure Events, nor shall such delays be deemed a breach or default under this Agreement or any of the Contract Documents. Force Majeure Events shall suspend the running of any time periods under this Agreement and either Party may suspend performance of its obligations under this Agreement until any disruption resulting from the Force Majeure Event has been resolved. In no event, however, shall Force Majeure Events excuse either Party's payment obligations under the Contract Documents.

22.8 Disadvantaged Business Enterprises (DBE) (Federal Funded).

(a) In compliance with federal policy, CSXT, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Disadvantaged Business Enterprises (DBEs) policy which requires goals to be set and participation to be reported.

(b) Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 Part 26 of the Code of Federal Regulations

(c) CSXT shall not advertise nor enter into a contract for services performed as part of this Agreement, unless DRPT provides written approval of the advertisement or the contents of the contract.

(d) If CSXT fails to comply with these requirements, DRPT will withhold funding until these requirements are met.

22.9 Discrimination in Employment. During the performance of this Agreement, CSXT agrees as follows: (a) CSXT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of CSXT; CSXT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) CSXT, in all solicitations or advertisements for employees placed by or on behalf of CSXT, will state that CSXT is an equal opportunity employer; and (c) notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

22.10 Expiration. This Agreement, with the exception of Section 11 (*Payment*), Section 15 (*Offset or Reduction*), Section 17 (*Dispute Resolution*), Section 19.4 (*CSXT Recovery*), Section 19.5 (*Consequences of Termination*), Section 21 (*Indemnification and Debarment*), and Section 22.13 (*Controlling Law*) shall expire at the conclusion or termination of all Work on the Projects.

22.11 DRPT Interest. No member, officer, or employee of DRPT shall have any interest, direct, or indirect in this Agreement or the proceeds therefrom.

22.12 Compliance. Each Party shall be responsible for ensuring compliance with all Laws with respect to its rights and obligations under this Agreement, and shall be responsible for any fines, assessments, or other penalties resulting from non-compliance. However, DRPT shall have sole responsibility to review and approve Project documents for NEPA compliance.

22.13 Controlling Law. This Agreement shall be construed and interpreted under the laws of the United States of America and the Commonwealth of Virginia.

22.14 Ethics. The Parties acknowledge that Commonwealth procurement professionals are subject to §2.2-4367 *et. seq.* of the Code of Virginia: Ethics in Public Contracting and State and Local Government Conflict of Interests Act (§2.2-3100 *et. seq*.), the Virginia Governmental Frauds Act (§18.2-498.1 *et. seq.*) and Articles 2 (§18.2-438 *et. seq.*) and 3 (§18.2-446 *et. seq.*) of Chapter 10 of Title 18.2.

23. NOTICES

Notice under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, or by courier, express or overnight delivery, and by confirmed e-mail.

The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

Mailing Address

If to CSXT
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202
Attention: Assistant Vice
President – Engineering

If to DRPT
Virginia Department of
Rail and Public
Transportation
600 E. Main St.
21st Floor
Richmond, VA 23219
Attention: Director

With a copy to	CSX Transportation, Inc. 500 Water Street Jacksonville, FL 32202 Attention: Assistant General Counsel	With a copy to	Office of the Attorney General 202 N. 9th St. Richmond, VA 23219 Attention: Transportation Section Chief

(*Signatures appear on following page*)

IN WITNESS WHEREOF, this Agreement has been executed, the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST:	**CSX TRANSPORTATION, INC.**
BY: ______________________	BY: ______________________
NAME:______________________	NAME:______________________
TITLE: ______________________	TITLE: ______________________
DATE: ______________________	DATE: ______________________

(CSXT SIGNATURE PAGE)

IN WITNESS WHEREOF, this Agreement has been executed, the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST	**VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**
BY: ______________________	BY: ______________________
NAME:______________________	NAME: ______________________
TITLE: ______________________	TITLE: ______________________
DATE: ______________________	DATE: ______________________

(DRPT SIGNATURE PAGE)

EXHIBIT N-2

MASTER ENGINEERING AGREEMENT (DRPT)

BETWEEN

CSX TRANSPORTATION, INC.

AND

THE VIRGINIA DEPARTMENT OF RAIL

AND PUBLIC TRANSPORTATION

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MASTER ENGINEERING AGREEMENT (DRPT)

THIS MASTER ENGINEERING AGREEMENT (**DRPT**) is made and entered into on the last date executed below (as amended from time to time, this "**Agreement**"), by and between **CSX Transportation, Inc**., a Virginia corporation having its place of business at 500 Water Street, Jacksonville, Florida 32202 ("**CSXT**"), and the **Virginia Department of Rail and Public Transportation**, a political subdivision of the Commonwealth of Virginia, having its place of business at 600 East Main Street, Richmond, Virginia 23219 ("**DRPT**") and their successors or permitted assigns.

RECITALS

WHEREAS, DRPT and CSXT (collectively referred to as the "**Parties**," and individually as "**Party**") desire to improve rail safety, capacity, passenger service, and transportation infrastructure within the Commonwealth of Virginia and the District of Columbia by completing certain projects as set forth herein; and

WHEREAS, the Parties created form construction agreements for work to be undertaken by CSXT and DRPT – the Master Construction Agreement (CSXT) and Master Construction Agreement (DRPT) (the "**Construction Agreements**"), respectively; and

WHEREAS, the Parties now desire to enter into engineering agreements for Work to be undertaken by DRPT and CSXT – this Agreement and the Master Engineering Agreement (CSXT), respectively; and

WHEREAS, CSXT and DRPT have agreed for DRPT to proceed with certain necessary engineering and/or design services which provide and define responsibilities for the preliminary study, assessment, planning, environmental planning, design, and cost estimates for each project to facilitate the consideration of proposed projects by the Parties; and

WHEREAS, it is the purpose of this Agreement to provide for the terms and conditions upon which Work under this Agreement may proceed.

WHEREAS, all engineering or construction work performed by CSXT will be governed by the Master Construction Agreement (CSXT) and the Master Engineering Agreement (CSXT), respectively, even if such work relates to a Project being undertaken by DRPT under this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated in this Agreement by reference, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties do hereby mutually agree to be bound by the following terms and conditions:

1. DEFINITIONS

Capitalized terms used but not otherwise defined herein shall be defined for the purposes of this Agreement as set forth below or as such terms are defined in the Comprehensive Rail Agreement:

Applicable Project Standards – The requirements and standards set forth for a Project in (i) Contract Documents, (ii) CSXT Design and Construction Standards, (iii) Law, and (iv) Governmental Approvals; *provided,* however, that with respect to the design and construction of structures related to the DRPT-owned Long Bridge Improvements and Franconia-Springfield Bypass, DRPT may elect to apply AREMA's most current recommended practices that are in effect when the applicable project reaches thirty percent (30%) design, so long as it provides for an interoperable freight and passenger rail corridor. CSXT and DRPT may mutually agree to reasonable modifications to AREMA's recommended practices for freight rail that reflect the predominant passenger use of the Long Bridge Improvements and Franconia-Springfield Bypass and the requirement of interoperability.

AREMA – The American Railway Engineering and Maintenance-of-Way Association.

Authorization Notice – A written and duly executed notice whereby CSXT and DRPT establish, for each Project, the Work to be performed by DRPT or its Consultants. Included therein is the Work Schedule pursuant to Section 3 (*Work and/or Authorization Notice*) of this Agreement, as may be amended from time to time by Modification.

Business Day – Any day that is not a Saturday, a Sunday, or a federal, Florida or Virginia public holiday.

Code of Virginia – The Code of Virginia of 1950, as amended from time to time.

Commonwealth – The Commonwealth of Virginia.

Comprehensive Rail Agreement – That certain Comprehensive Rail Agreement between DRPT and CSXT, executed on or about March __, 2021, for the sale and purchase of certain rail infrastructure from CSXT to DRPT.

Consultants – Third parties that may be engaged by DRPT to perform portions of the Work on a given Project. Consultants may include a construction manager, project manager, or providers of other program or administrative assistance, if deemed efficient by DRPT.

Contract Documents – The Comprehensive Rail Agreement, this Agreement and/or Authorization Notice for each Project, and any applicable Modifications as set forth in Section 2 (*Contract Documents*).

Contract Time – The anticipated period of time to complete a Project, as established by the Work Schedule for that Project.

CSXT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, CSXT, as further described in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) to the Comprehensive Rail Agreement.

CSXT Design and Construction Standards – The CSXT design and construction standards that CSXT uses when undertaking design and construction projects at its own cost, including the CSXT standards with respect to grades, degree of curvature, clearances or braking distances in effect as of the original execution date of the Term Sheet; *provided*, that CSXT may modify the CSXT Design and Construction Standards from time to time, and *provided*, *further*, that if the CSXT Design and Construction Standards included in a DRPT Assets Project that has reached thirty percent (30%) design are the then-applicable CSXT Design and Construction Standards, CSXT shall not be entitled to alter, amend or modify the CSXT Design and Construction Standards other than as required by Law, without DRPT's approval, which shall not be unreasonably withheld, conditioned or delayed.

CSXT Work Cost – All reasonable and actual costs and expenses, internal and external, direct and incidental, that comply with all applicable standards, Laws and Funding Agreement terms and conditions, incurred by CSXT in performing its obligations or enforcing its rights under this Agreement. Overhead and indirect expenses shall be calculated using audited rates approved by the Federal Highway Administration and/or Federal Railroad Administration, as applicable.

Designated Representative – Persons appointed by DRPT and CSXT, respectively, to represent that Party in connection with Work for a given Project, pursuant to Section 8 (*Designation of Representatives*) of this Agreement.

DRPT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, DRPT, as further described in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) of the Comprehensive Rail Agreement.

Engineering – Work completed prior to construction of the Project which provides and defines responsibilities for the preliminary study, assessment, planning, environmental planning, preliminary and final design, and cost estimates of a Project.

Federal Requirements – The provisions required to be part of federal-aid contracts relating to rail projects and applicable to the Project(s), exclusive, as to CSXT, of any service outcome requirement.

Final Completion – The point in time when CSXT notifies DRPT of final acceptance of the Work under the applicable Authorization Notice, in accordance with Section 9 (*Project Completion*).

Force Majeure Events – The occurrence of any of the following events that materially and adversely affects the performance of either CSXT's or DRPT's obligations, *provided* that such events (or effects of such events) could not have been avoided by the exercise of reasonable caution, due diligence, or efforts by the affected Party: (a) war (including civil war and revolution), invasion, armed conflict, violent acts of a foreign enemy, military or armed blockage, or military or armed takeover of the Project, in each case occurring within the Commonwealth; (b) any act of terrorism or sabotage that causes direct physical damage to or otherwise directly causes interruption to construction or direct losses during operation of the Project; (c) nuclear explosion or contamination, in each case causing direct physical damage to the Project or radioactive contamination of the Project; (d) riot, strikes, or other labor disputes (including the resolution or settlement of strikes or other labor disputes), and civil commotion on or in the immediate vicinity of the Project including protests; (e) acts of God such as flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes directly physical damage to the Project; (f) fire or explosion not attributable to the fault of CSXT or any Consultant that directly impacts a material element of the physical improvements to the Project or that materially impacts performance of the Work; (g) epidemic or other significant disease that directly impacts the ability to perform the Work; and (h) Construction Emergencies, vandalism, inability to obtain materials or equipment or the authority to use the same, or any other event beyond the reasonable control of either Party, which has the effect of preventing either from timely or properly performing its obligations under this Agreement.

Franconia-Springfield Bypass – The proposed project between CSXT Milepost CFP 96.2 and CFP 98.8, between the Newington and Franconia-Springfield areas of Fairfax County, Virginia, that includes a new grade separated, aerial two-track bridge structure and retained earth embankments, crossing over the existing CSXT double mainline tracks.

Funding Agreement – An agreement between DRPT and a Funding Partner governing such Funding Partner's provision of funding for one or more Projects.

Funding Partners – Those entities other than DRPT providing funding for a Project.

Governmental Approvals – All local, regional, state, and federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, registrations, rulings and other governmental authorizations required to be obtained or completed under Law prior to undertaking any particular activity contemplated by the Contract Documents. The term "Governmental Approvals" includes NEPA Documents and the USACE 404 Individual Permit.

Governmental Entity – The government of the United States of America, the District of Columbia, the Commonwealth, the cities and counties within the Commonwealth and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the Commonwealth or the cities and counties within the Commonwealth. However, for the purposes of this Agreement, "Governmental Entity" does not include DRPT.

Law – All laws, treaties, ordinances, judgments, Federal Requirements, decrees, injunctions, writs and order of any Governmental Entity, and all rules, regulations, orders, formal interpretations and permits of any Governmental Entity having jurisdiction over construction of the Projects, performance of the Work, or operation of the Projects, or the health, safety, or environmental condition of the Projects, as the same may be in effect from time to time. Laws include the Code of Virginia.

LE Interlocking – L'Enfant Interlocking at CSXT Milepost CFP 111.5.

Long Bridge Improvements – A series of projects between RO Interlocking in Arlington, Virginia and LE Interlocking in the District of Columbia that includes a second two-track railroad bridge over the Potomac River upstream of the Long Bridge, a series of additional bridges in accordance with the FRA Record of Decision dated August 12, 2020, related track work, and a bicycle and pedestrian bridge or bridges upstream of the new bridge span over the Potomac River.

Master Engineering Agreement (CSXT) – That certain agreement between CSXT and DRPT, executed contemporaneously with this Agreement, in which CSXT has agreed to undertake the engineering work contemplated therein.

Master Work Schedule – The critical path method schedule to be maintained by DRPT for all Projects under this Agreement, the Master Engineering Agreement (CSXT), the Construction Agreements, or any other agreements entered into intended to further the purpose of the Comprehensive Rail Agreement.

Maximum Not To Exceed Amount – The maximum commitment allocated by DRPT for each Project set forth in the applicable Authorization Notice.

Modification(s) – A written and duly executed amendment to the Contract Documents (excluding the Comprehensive Rail Agreement), including amendments to the Authorization Notices, establishing, modifying, or adjusting the Work or a Work Schedule with respect to a given Project.

NEPA – The National Environmental Policy Act, 42 U.S.C. § 4321 *et. seq*., as amended and as it may be amended from time to time.

NEPA Documents – The Environmental Impact Statements (EIS) and Environmental Assessments (EA), as well as Categorical Exclusions (CE) and any other items required by Section 102 in Title I of the National Environmental Policy Act (NEPA).

Project – The set of tasks described within a specific Authorization Notice related to this Agreement. "Project" shall also include, collectively, CSXT Assets Projects and DRPT Assets Projects.

RO Interlocking – The Rosslyn Interlocking at CSXT Milepost CFP 109.9.

Term Sheet – That certain binding term sheet between CSXT and DRPT, dated December 16, 2019 and amended on June 29, 2020 and August 31, 2020.

VPRA – The Virginia Passenger Rail Authority.

Work – All engineering and/or design services, tasks, duties, obligations, services, requirements, and activities, to be performed, and the administration related thereto, and all items to be provided by DRPT respecting Engineering for the Projects pursuant to this Agreement.

Work Product – All engineering and design documents, surveys, reports, drawings, specifications, or other Work produced as part of a Project, whether complete or incomplete.

Work Schedule – The critical-path-method schedule prepared by DRPT in collaboration with CSXT and incorporated into the relevant Authorization Notice for the Work for a given Project.

2. CONTRACT DOCUMENTS

2.1 Identification. The Contract Documents for each Project shall consist of the following:

(a) the Comprehensive Rail Agreement;

(b) this Agreement;

(c) Authorization Notice; and

(d) any and all applicable Modifications.

2.2 Priority. In the event of conflict among the Contract Documents, the terms of one shall prevail over another in the following order of priority, from highest to lowest:

(a) any and all applicable Modifications;

(b) the relevant Authorization Notice;

(c) this Agreement; and

(d) the Comprehensive Rail Agreement.

3. WORK AND/OR AUTHORIZATION NOTICE

3.1 Projects. Projects have been or shall be assigned for Engineering as between CSXT and DRPT in accordance with Section 14.8, and Exhibit E-1 of the Comprehensive Rail Agreement, which may be amended from time to time. Any variance from the engineering responsibilities set forth in Exhibit E-1 to the Comprehensive Rail Agreement shall be handled according to the Comprehensive Rail Agreement. The Parties agree that this Agreement shall be used for any Projects to be completed by DRPT, and that the Master Engineering Agreement (CSXT) shall be used for any Projects to be completed by CSXT. Projects completed by DRPT pursuant to this Agreement shall be in accordance with the Contract Documents applicable to each Project, unless otherwise specified in the relevant Authorization Notice.

3.2 Submission of an Authorization Notice.

(a) For each Project, DRPT shall work collaboratively with CSXT to prepare and submit an Authorization Notice to CSXT for its review and comment. Such Authorization Notice shall more specifically describe the Work to be performed by DRPT and include the Work Schedule, and any other information necessary for the performance of the Work in accordance with Applicable Project Standards.

(b) Upon receipt of the Authorization Notice, CSXT shall have 30 days to review the Authorization Notice and provide comments. Within 30 days of receipt of CSXT's comments, DRPT shall prepare and resubmit a revised Authorization Notice that reflects CSXT's comments that relate to Applicable Project Standards only. DRPT shall incorporate CSXT's comments unless such comments, in DRPT's reasonable opinion, are not necessary to comply with Applicable Project Standards. In the event that CSXT does not agree with DRPT's determination as to whether its comments are necessary to comply with Applicable Project Standards, CSXT may submit such dispute for resolution in accordance with Section 11 (*Dispute Resolution*). Upon the satisfaction of CSXT and DRPT of the contents of the Authorization Notice, the Parties shall execute the Authorization Notice.

(c) DRPT shall have the right to abandon a Project at any time before commencement of Work on that Project.

4. SCOPE OF WORK

4.1 Scope. DRPT will perform, or cause to be performed, Work referenced in the Authorization Notice for each Project. Such Work shall be performed in accordance with Applicable Project Standards.

4.2 General Provision. The Work to be performed by DRPT shall consist of one or more of the following: (a) preparation of preliminary engineering and final design plans, specifications, drawings, and other documents pertaining to the Projects; (b) preparation of construction cost estimates for Work in connection with the Projects; and (c) review of construction cost estimates, site surveys, assessments, studies, and related construction documents for the Projects. Work may also include: (i) office reviews, (ii) field reviews, (iii) attendance at hearings and meetings, and (iv) preparation of correspondence, reports, and other documentation in connection with the Projects.

4.3 Changes in Scope – Generally.

(a) Each Authorization Notice will establish a fixed scope of the Work to be accomplished by CSXT under such Authorization Notice for compensation not in excess of the Maximum Not To Exceed Amount established under the same Authorization Notice. However, either Party may request a change in the scope of Work by submitting a written request to the other Party for a Modification using the procedures set forth in Section 4.4 (*Change in Scope – Additional Work*). All requests shall set forth a complete description of the proposed change and such other information as may be appropriate or required by other Sections of this Agreement.

(b) Except as otherwise set forth herein, CSXT shall have the right to refuse to accept any request that would (i) cause the relevant Work to materially adversely affect freight and/or passenger rail operations, (ii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or (iii) materially conflict with the Applicable Project Standards (any conflict with Law shall be deemed material).

(c) DRPT shall have the right, in its sole discretion, to reject any request unless such rejection would (i) cause the relevant Work to materially adversely affect freight and/or passenger rail operations, (ii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or (iii) materially conflict with the Applicable Project Standards.

(d) In the event of a disagreement between the Parties, either Party may submit such dispute for resolution in accordance with Section 11 (*Dispute Resolution*).

4.4 Change in Scope – Additional Work.

(a) If DRPT requires additional Work which is not specifically provided for in the applicable Authorization Notice, but which is necessary for carrying out the intent of a given Project, DRPT shall submit a request to CSXT for a Modification. Such Modification shall include a description of the additional Work in specific detail to enable CSXT to evaluate the request. CSXT shall evaluate the Modification, only taking into account whether the change in scope of Work (i) would cause the relevant Work to materially conflict with the Applicable Project Standards, (ii) would materially adversely affect freight and/or passenger rail operations, or (iii) would materially adversely affect any other rights of CSXT with respect to the applicable Project or the Retained RF&P Corridor.

(b) Promptly (and in any event within 10 days) after receiving DRPT's Modification request, the Parties shall meet to discuss the matters referred to in such request. During such discussions, DRPT and CSXT may propose changes to the Modification request. Within 20 days after the meeting, CSXT shall approve the Modification by executing and delivering such Modification to DRPT, or reject the Modification on the basis that it would cause the relevant Work to (i) materially conflict with the Applicable Project Standards, (ii) materially adversely affect freight and/or passenger rail operations, or (iii) materially adversely affect any other rights of CSXT with respect to the applicable Project or the Retained RF&P Corridor.

(c) In the event the Modification will cause the funds needed to complete the applicable Project to exceed the Maximum Not To Exceed Amount, DRPT and CSXT shall meet in accordance with Section 4.4(b) (*Change in Scope- Additional Work*) to determine in good faith whether: (i) the scope of Work can be reduced so as not to exceed the Maximum Not To Exceed Amount, while maintaining the quality and meeting the intent of the Project; (ii) additional funds can be procured in order to pay for the amount in excess of the Maximum Not To Exceed Amount; or (iii) the Project should be suspended or terminated. In the event DRPT and CSXT cannot reduce the scope of Work or acquire additional funding, either Party may suspend performance or terminate the Contract Documents as it relates to the relevant Project.

4.5 Entry.

(a) With respect to the Retained RF&P Corridor, subject to DRPT's prior coordination with CSXT, DRPT may have its employees, consultants and Contractors enter any location where Work is being performed for the purpose of: (i) observing the Work or (ii) exercising any right or performing any obligation that DRPT has under this Agreement or Contract Documents. Prior to such entry to the Retained RF&P Corridor, CSXT may require DRPT's consultants and Contractors to execute CSXT's standard Right of Entry Agreement (exclusive of any environmental matters governed by the environmental Right of Entry Agreement dated February 25, 2020, executed by the Parties). If DRPT employees wish to enter the Retained RF&P Corridor for the purpose of observing or inspecting the Work, then they will either need to execute a Right of Entry Agreement, or DRPT will need to provide insurance for CSXT's benefit that covers the risk of injury or death of any of its employees with combined limits of [redacted] Dollars ($[redacted]) per occurrence.

(b) With respect to property owned or controlled by DRPT, CSXT may at reasonable times and upon reasonable notice to DRPT, enter any location where Work is being performed for the purpose of: (i) observing the Work; (ii) monitoring compliance by DRPT with its obligations under this Agreement and the Contract Documents, or (iii) exercising any right or performing any obligation that CSXT has under this Agreement or Contract Documents.

(c) When exercising this right, CSXT shall do so in a manner that: (i) does not unreasonably interfere with DRPT's performance of the Work or exercise of its rights under this Agreement or the Contract Documents; and (ii) complies with DRPT's reasonable site access and work health and safety policies and procedures.

5. PROJECT TIME FRAME

5.1 Work Schedule.

(a) DRPT shall develop and maintain a Master Work Schedule for completion of all Projects under this Agreement or any other agreements that further the purpose of the Comprehensive Rail Agreement.

(b) DRPT, and/or its Consultant, shall make commercially reasonable efforts to complete the Work as addressed under the scope of Work within the time set forth in the applicable Authorization Notice.

(c) DRPT and CSXT shall collaborate to establish the Work Schedule and Contract Time for a given Project, taking into account, among other things, Work Schedules for all other Projects, efficient utilization of the Parties' resources, and effects of the Work on freight and passenger rail services. Such Work Schedule shall be consistent with the Master Work Schedule.

5.2 Changes to Work Schedule.

(a) In the event either Party requires changes to the Work Schedule, the requesting Party may submit a written Modification request to the other Party. Such Modification request shall include a description of the modification to the Work Schedule, which shall be based on the baseline Work Schedule submitted as part of the Authorization Notice.

(b) Promptly (and in any event within 30 days) after delivery and receipt of such Modification request, the Parties shall meet to discuss the matters referred to in it. During such discussions, the Parties may propose changes to the Modification request. The Parties shall use commercially reasonable efforts to resolve Modification requests promptly, the speed of which will be determined by the immediacy of the need for Modification.

(c) CSXT shall be obligated to accept any Modification to the Work Schedule requested by DRPT that does not (a) materially adversely affect freight and/or passenger rail operations, (b) materially adversely affect any other rights of CSXT with respect to the Project, or (c) materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material. DRPT shall have the right to refuse to accept any Modification to the Work Schedule requested by CSXT, unless a failure to accept the Modification would (a) materially adversely affect freight and/or passenger rail operations, (b) materially adversely affect any other rights of CSXT with respect to the Project, or (c) materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material.

(d) For the avoidance of doubt, DRPT may amend the Work Schedule without CSXT approval, *provided*, that DRPT shall provide notice to CSXT of any change to the Work Schedule and provided further that the change does not (a) materially adversely affect freight and/or passenger rail operations; (b) materially adversely affect any other rights of CSXT with respect to the Project, or (c) materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material).

(e) In the event of a disagreement between the Parties, either Party may submit such dispute for resolution in accordance with Section 11 (*Dispute Resolution*).

6. PROJECT REVIEWS

6.1 Meetings. The Parties agree to hold at least monthly Project review meetings to be scheduled at the convenience of the Parties to conduct Project coordination and discuss and review Project progress. Such meetings shall be attended by CSXT's Designated Representative and DRPT's Designated Representative, and be governed and guided by DRPT's Designated Representative.

6.2 Progress Reports. After commencement of each Project, the DRPT Designated Representative or its designee will provide the CSXT Designated Representative with a written Project evaluation report on a monthly basis, to be discussed at each Project review meeting described in Section 6.1 (*Meetings*). Such report shall: (i) describe the progress of the Work, to include: (a) a percentage of the Work completed, (b) any short-term and long-term concerns as required by federal regulations governing reimbursement of federal funding in each Authorization Notice, and (c) any anticipated completion dates, (ii) identify any issues that appear at the time of the report likely to require the Parties to execute a Modification for that Project as specified in the Authorization Notice, (iii) provide any updates to the baseline Work Schedule (in .pdf and native format), and (iv) include any additional information required to satisfy reporting requirements by Funding Partners.

7. ENGINEERING COST AND CONSULTANTS

7.1 Consultants.

(a) The Parties recognize and agree that DRPT Consultants and/or subcontractors may perform all or any portion of the Work.

(b) Subject to Law, the Parties agree that at least thirty (30) days prior to DRPT issuing any request for proposals for Work from Consultants, CSXT shall have the right to review any procurement documents intended to be issued as part of any solicitation. Prior to selection of a Consultant, DRPT shall provide to CSXT a written justification for selection.

8. DESIGNATED REPRESENTATIVES

8.1 Designation of Representatives. By the Authorization Notice for each Project, DRPT and CSXT shall identify its Designated Representative who shall serve as its primary point of contact with respect to each Project. The Parties may also identify secondary representatives who will receive copies of all correspondence on such Project.

8.2 DRPT Designated Representative. All Modifications will require the signature of either DRPT's Chief of Rail or his/her designee. DRPT's Designated Representative for a given Project shall be available during all working hours to confer with CSXT's Designated Representative.

8.3 CSXT Designated Representative. CSXT's Designated Representative for a given Project shall be available during all working hours to confer with DRPT's Designated Representative.

9. PROJECT COMPLETION

9.1 Final Completion.

(a) Upon receipt of a written notice from DRPT of completion of the Work provided under the applicable Authorization Notice, CSXT shall make a review to determine if all of the Work specified in the Authorization Notice has been satisfactorily completed in accordance with Applicable Project Standards. DRPT shall provide all documentation reasonably requested by CSXT for CSXT to determine whether DRPT has completed the Work required under the applicable Authorization Notice in accordance with Applicable Project Standards. If all Work has been satisfactorily completed in accordance with Applicable Project Standards, CSXT shall make final acceptance by notifying DRPT of final acceptance in writing.

(b) If the review discloses that any Work, in whole or in part, has not been completed in accordance with Applicable Project Standards, DRPT shall immediately correct the deficiency at its sole cost. Upon completion or correction of the Work, DRPT may request another review by CSXT to determine if all Work specified in the Authorization Notice has been completed in accordance with Applicable Project Standards. In such event, provided the Work meets the Applicable Project Standards, CSXT will make the final acceptance and will notify DRPT of final acceptance in writing.

(c) If DRPT does not agree with CSXT's determination as to whether all Work specified in the Authorization Notice has been satisfactorily completed, DRPT may submit such dispute for resolution in accordance with Section 11 (*Dispute Resolution*).

10. COSTS AND PAYMENT

10.1 Payments. DRPT shall pay CSXT for all CSXT Work Costs incurred under this Agreement. Payments shall be made by DRPT to CSXT upon approval of an invoice. Such invoice shall include: (i) the hourly rates of, and hours worked by, CSXT personnel, (ii) all actual expenses incurred during the period of the invoice, (iii) a certification that the hours worked and the costs incurred are accurate and reflect the total amount due to CSXT for the period of the invoice, and (iv) any supporting documentation evidencing the actual costs incurred during the period of the invoice. DRPT reserves the right to request additional supporting documentation to substantiate any amounts specified in the invoice. DRPT shall remit payment to CSXT within a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such invoice to DRPT. CSXT agrees that it shall bear all Work Costs that it is unable to reasonably substantiate actual costs or any costs that have been deemed unallowable by DRPT.

CSXT further agrees that it will not submit invoices for payment more frequently than once every thirty (30) days. Payment shall be subject to correction at the time of any final audit.

10.2 Payment; Interest.

(a) In the event that DRPT fails to pay to CSXT undisputed sums due under the Agreement DRPT shall pay CSXT interest at a variable rate per annum at all times equal to the prime rate of interest announced publicly by *The Wall Street Journal* (or its successor) on the delinquent sum until paid in full in accordance with Virginia Code § 2.2-4355 of the Virginia Public Procurement Act.

(b) All invoices from CSXT shall be delivered to DRPT in accordance with Section 17 (*Notices*) of this Agreement. All payments by DRPT to CSXT shall be made by electronic funds transfer, where possible, otherwise by certified check, referencing the invoice number(s) for which payment is made, mailed to the following address or such other address as designated by CSXT's notice to DRPT:

CSX Transportation, Inc.
PO BOX 530192
Atlanta, GA 30353-0192

11. DISPUTE RESOLUTION

The Parties shall utilize the dispute resolution procedures set forth in Article 24 of the Comprehensive Rail Agreement. Each Party shall be responsible for its own costs with respect to engaging in dispute resolution under this Agreement.

12. PROVISIONS REQUIRED BY FUNDING PARTNERS

The Parties agree to add to any Authorization Notice those provisions required by one or more Funding Partners for the corresponding Projects, exclusive, as to CSXT, of any service outcome requirement. The Funding Partner requirements must be communicated and included in the Authorization Notice prior to execution by of the Authorization Notice by CSXT.

13. TERMINATION OF AGREEMENT

13.1 Termination by CSXT. In addition to any other rights and remedies of CSXT pursuant to the Contract Documents or as may be available under Law, including Section 4.4(c) (*Change in Scope – Additional Work*), CSXT may suspend its obligations with respect to this Agreement immediately upon written notice to DRPT, only if DRPT shall materially breach or default with respect to the Contract Documents for that certain Project. If such material breach or default remains uncured for a period of 365 days following receipt of CSXT's written notice, CSXT may terminate this Agreement and/or the associated Contract Documents with respect to the affected Projects. For avoidance of doubt, CSXT may not terminate a Project for which a material breach or default has been committed with respect to another Project.

13.2 Termination by DRPT. At any time DRPT may terminate the Work on a Project and the associated Contract Documents by delivery of written notice to CSXT, which termination shall be effective as of the date set forth in such notice, for any reason, including (i) CSXT's failure to perform its obligations under the Contract Documents; (ii) DRPT's determination that such termination is in the best interests of DRPT; (iii) executive orders of the President of the United States relating to the prosecution of war or national defense, or a national emergency; (iv) orders from duly constituted authorities relating to energy conservation; or (v) a restraining order or injunction obtained by third-party citizen action, relating to national or local environmental protection laws.

13.3 Termination of the Comprehensive Rail Agreement. In the event the Comprehensive Rail Agreement is terminated, this Agreement and all Contract Documents shall immediately terminate.

14. ENGINEERING SERVICES

14.1 In-House Staff. It is anticipated that DRPT may undertake the Engineering services required for the Projects by using in-house staff. In the event in-house staff is not used, DRPT shall follow the procurement procedures required by Law.

15. INDEMNIFICATION

DRPT shall require its third-party consultants to defend, indemnify, and hold harmless CSXT, its respective officers, directors, principals, employees, agents, successors, and assigns from and against liability for damage arising out of the consultants' negligent acts, errors or omissions, recklessness or intentionally wrongful conduct in performing the Work.

16. MISCELLANEOUS

16.1 Benefit. The provisions of this Agreement shall inure to the benefit of and bind the permitted successors and assigns of DRPT and CSXT but shall not inure to the benefit of any other party or other persons.

16.2 Assignment. Assignment of this Agreement, whether by DRPT to the VPRA or any other entity, or by CSXT, will be permitted under the same terms and conditions as provided in the Comprehensive Rail Agreement, *mutatis mutandis*.

16.3 Complete Understanding. The Parties agree that this Agreement, as supplemented by the Comprehensive Rail Agreement, Authorization Notices, Amendments, and/or Modifications, embodies the complete understanding of the Parties with respect to the Work of the Projects and supersedes other prior or contemporaneous written or oral agreements, understandings, and negotiations with respect to the Work or the Projects, including the Term Sheet.

16.4 Amendment. This Agreement and the other Contract Documents may be amended only by a written instrument signed by both Parties. Both Parties acknowledge that this Agreement and other Contract Documents may require amendments based on negotiations between DRPT and its Funding Partners. CSXT agrees to work cooperatively with DRPT to assess whether or not amendments are required to this Agreement and other Contract Documents to comply with the requirements of DRPT's Funding Partners and to negotiate any such amendments in good faith, without obligation to agree to any amendment.

16.5 Waiver. If DRPT or CSXT should fail to enforce their respective rights under this Agreement or the other Contract Documents, or fail to insist upon the performance of other Party's obligations, such failure shall not be construed as a permanent waiver of either Party's rights or obligations as stated in this Agreement or the other Contract Documents.

16.6 Severability. The Parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any state or federal law or regulation, such provision shall be severable with the remaining provisions valid and enforceable.

16.7 Force Majeure. Neither Party shall be held responsible to the other for delays caused by Force Majeure Events, nor shall such delays be deemed a breach or default under this Agreement or any of the Contract Documents. Force Majeure Events shall suspend the running of any time periods under this Agreement and either Party may suspend performance of its obligations under this Agreement until any disruption resulting from the Force Majeure Event has been resolved. In no event, however, shall Force Majeure Events excuse either Party's payment obligations under the Contract Documents.

16.8 Expiration. This Agreement, with the exception of Section 10 (*Costs and Payment*), Section 11 (*Dispute Resolution*), and Section 16.11 (*Controlling Law*), shall expire at the conclusion or termination of all Work on the Projects.

16.9 DRPT Interest. No member, officer, or employee of DRPT shall have any interest, direct, or indirect in this Agreement or the proceeds therefrom.

16.10 Compliance. Each Party shall be responsible for ensuring compliance with all Laws with respect to its rights and obligations under this Agreement, and shall be responsible for any fines, assessments, or other penalties resulting from non-compliance. For the avoidance of doubt, NEPA compliance shall be the sole responsibility of DRPT.

16.11 Controlling Law. This Agreement shall be construed and interpreted under the laws of the United States of America and the Commonwealth of Virginia.

16.12 Ethics. The Parties acknowledge that Commonwealth procurement professionals are subject to §2.2-4367 *et. seq.* of the Code of Virginia: Ethics in Public Contracting and State and Local Government Conflict of Interests Act (§2.2-3100 *et. seq.*), the Virginia Governmental Frauds Act (§18.2-498.1 *et. seq.*) and Articles 2 (§18.2-438 *et. seq.*) and 3 (§18.2-446 *et. seq.*) of Chapter 10 of Title 18.2.

17. NOTICES

Notice under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, or by courier, express or overnight delivery, and by confirmed e-mail.

The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

Mailing Address

If to CSXT
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202
Attention: Assistant Vice President – Engineering

If to DRPT
Virginia Department of Rail and Public Transportation
600 E. Main St.
21st Floor
Richmond, VA 23219
Attention: Director

With a copy to
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
Attention: Assistant General Counsel

With a copy to
Office of the Attorney General
202 N. 9th St.
Richmond, VA 23219
Attention: Transportation Section Chief

(*Signatures appear on following page*)

IN WITNESS WHEREOF, this Agreement has been executed the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST:	**CSX TRANSPORTATION, INC.**
BY: ______________________________	BY: ______________________________
NAME:____________________________	NAME:____________________________
TITLE: ____________________________	TITLE: ____________________________
DATE: ____________________________	DATE: ____________________________

IN WITNESS WHEREOF, this Agreement has been executed the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST	**VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**
BY: ____________________________	BY: ____________________________
NAME:__________________________	NAME: __________________________
TITLE: __________________________	TITLE: __________________________
DATE: __________________________	DATE: __________________________

EXHIBIT O-1

MASTER CONSTRUCTION AGREEMENT (CSXT)

BETWEEN

CSX TRANSPORTATION, INC.

AND

THE VIRGINIA DEPARTMENT OF RAIL

AND PUBLIC TRANSPORTATION

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MASTER CONSTRUCTION AGREEMENT (CSXT)

THIS MASTER CONSTRUCTION AGREEMENT (CSXT) is made and entered into on the last date executed below (as amended from time to time, this "**Agreement**"), by and between **CSX Transportation, Inc.**, a Virginia corporation having its place of business at 500 Water Street, Jacksonville, Florida 32202 ("**CSXT**"), and the **Virginia Department of Rail and Public Transportation**, a political subdivision of the **Commonwealth of Virginia**, having its place of business at 600 East Main Street, Richmond, Virginia 23219 ("**DRPT**") and their successors or permitted assigns.

RECITALS:

A. DRPT and CSXT (collectively referred to as the "**Parties**," and individually as "**Party**") desire to improve rail safety, capacity, passenger service and the transportation infrastructure within the Commonwealth of Virginia and the District of Columbia by completing certain projects as set forth herein.

B. The Parties have entered into engineering agreements for work to be undertaken by CSXT and DRPT – Master Engineering Agreement (CSXT) and Master Engineering Agreement (DRPT) (the "**Engineering Agreements**"), respectively.

C. The Parties now desire to enter into construction agreements for work to be undertaken by CSXT and DRPT – this Agreement and the Master Construction Agreement (DRPT), respectively.

It is the purpose of this Agreement to provide for the terms and conditions upon which the Work under this Agreement may proceed.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated in this Agreement by reference, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties do hereby agree to be bound by the following terms and conditions:

1. DEFINITIONS

Capitalized terms used but not otherwise defined herein shall be defined for the purposes of this Agreement as set forth below or as such terms are defined in the Comprehensive Rail Agreement:

Acceptance Date – As such term relates to a given Project, the date on which the Work on a given Project is completed, as evidenced by a certificate of Final Completion delivered by DRPT to CSXT.

Amtrak – The National Railroad Passenger Corporation, and its successors or assigns.

Applicable Project Standards – The requirements and standards set forth for a Project in (i) Contract Documents, (ii) CSXT Design and Construction Standards, (iii) Law, and (iv) Governmental Approvals; *provided,* however, that with respect to the design and construction of structures related to the DRPT-owned Long Bridge Improvements and Franconia-Springfield Bypass, DRPT may elect to apply AREMA's most current recommended practices that are in effect when the applicable project reaches thirty percent (30%) design, so long as it provides for an interoperable freight and passenger rail corridor. CSXT and DRPT may mutually agree to reasonable modifications to AREMA's recommended practices for freight rail that reflect the predominant passenger use of the Long Bridge Improvements and Franconia-Springfield Bypass and the requirement of interoperability.

Appropriated Amount – The amount appropriated by the General Assembly and allocated by the Commonwealth Transportation Board for the construction of all Projects.

AREMA – The American Railway Engineering and Maintenance-of-Way Association.

Authorization Notice – The meaning given thereto under the applicable Engineering Agreement.

Business Day – Any day that is not a Saturday, a Sunday, or a federal, Florida or Virginia public holiday.

Code of Virginia – The Code of Virginia of 1950, as amended from time to time.

Commonwealth – The Commonwealth of Virginia.

Comprehensive Rail Agreement – That certain Comprehensive Rail Agreement between DRPT and CSXT, executed on or about March__, 2021, for the sale and purchase of certain rail infrastructure from CSXT to DRPT.

Construction Contingency Reserve – Shall have the meaning ascribed to it in Section 8.1 (*Availability of Construction Contingency Reserves*).

Construction Contingency Threshold – A dollar amount expressed as a percentage of the Construction Contingency Reserve, or an absolute dollar amount, or both, agreed by the Parties and established within each Project Addendum. If the Parties fail to establish a Construction Contingency Threshold within a Project Addendum, then the Construction Contingency Threshold for that Project Addendum shall be the lesser between: (i) ten percent (10%) of the established Construction Contingency Reserve, and (ii) [redacted] dollars ($[redacted]).

Construction Emergency – Any unplanned event affecting a Project that: (i) presents an immediate or imminent hazard or a risk of immediate or imminent structural failure, or an immediate or imminent risk of damage to a third party's property or equipment, or an immediate or imminent risk of damage to the environment or a threat to the long term integrity of a Project; (ii) has jeopardized the safety of passenger or freight users using the Project; (iii) is a declared state of emergency pursuant to Commonwealth or federal law; or (iv) is recognized or declared by any law enforcement agency or any other Governmental Entity (other than DRPT) as an emergency.

Contract Documents – As set forth in Section 2 (*Contract Documents*), the Comprehensive Rail Agreement, this Agreement and the Project Addendum for each Project, and applicable Modification(s).

Contract Time – The anticipated period of time to complete a Project, as established by the Work Schedule for that Project.

Contractor(s) – Third party contractor(s), including consultants, which may be engaged by CSXT to perform portions of the Work with respect to a given Project, but excluding the subcontractors which may be hired by CSXT's contractor.

CSXT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, CSXT, as further described in Exhibit E-1 (*Design, Procurement, and Construction Responsibility Matrix*) of the Comprehensive Rail Agreement.

CSXT-Caused Delay – A delay to the Work, based on the Work Schedule, caused by CSXT (*e.g.*, without limitation, allocation of Contractors or CSXT employees, equipment, or other resources to work outside of the applicable Project).

CSXT Design and Construction Standards – The CSXT design and construction standards that CSXT uses when undertaking design and construction projects at its own cost, including the CSXT standards with respect to grades, degree of curvature, clearances or braking distances in effect as of the original execution date of the Term Sheet; *provided*, that CSXT may modify the CSXT Design and Construction Standards from time to time, and *provided*, *further*, that if the CSXT Design and Construction Standards included in a DRPT Assets Project that has reached thirty percent (30%) design are the then-applicable CSXT Design and Construction Standards, CSXT shall not be entitled to alter, amend or modify the CSXT Design and Construction Standards other than as required by Law, without DRPT's approval, which shall not be unreasonably withheld, conditioned or delayed.

CSXT Self-Performed Work – Work that, pursuant to CSXT's collective bargaining agreements and other similar labor agreements, CSXT is legally bound to perform with its own forces and is prohibited from using Contractors to complete, or when determined by mutual agreement of the Parties to be in the best interest of a Project (such agreement shall not be subject to dispute resolution in accordance with Section 20 (*Dispute Resolution*), other work performed by CSXT forces.

Designated Representative – The persons appointed by DRPT and CSXT, respectively, to represent that Party in connection with a given Project, pursuant to Section 10.1 (*Designation of Representatives*) of this Agreement.

DRPT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, DRPT, as further described in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) of the Comprehensive Rail Agreement.

Estimated Project Cost (or "EPC") – The estimate of CSXT's Project Costs of performing the Work to be undertaken with respect to a given Project, as set forth in the applicable Project Addendum.

Federal Requirements – The provisions required to be part of federal-aid contracts relating to rail projects and applicable to the Project(s), exclusive, as to CSXT, of any service outcome requirement.

Final Completion – Completion of all punch list items, and other conditions as applicable, with respect to a given Project following Substantial Completion.

Force Majeure Events – The occurrence of any of the following events that materially and adversely affects the performance of either CSXT's or DRPT's obligations, *provided* that such events (or effects of such events) could not have been avoided by the exercise of reasonable caution, due diligence, or efforts by the affected Party: (a) war (including civil war and revolution), invasion, armed conflict, violent acts of a foreign enemy, military or armed blockage, or military or armed takeover of the Project, in each case occurring within the Commonwealth; (b) any act of terrorism or sabotage that causes direct physical damage to or otherwise directly causes interruption to construction or direct losses during operation of the Project; (c) nuclear explosion or contamination, in each case causing direct physical damage to the Project or radioactive contamination of the Project; (d) riot, strikes, or other labor disputes (including the resolution or settlement of strikes or other labor disputes), and civil commotion on or in the immediate vicinity of the Project including protests; (e) acts of God such as flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes directly physical damage to the Project; (f) fire or explosion not attributable to the fault of CSXT or any Contractor that directly impacts a material element of the physical improvements to the Project or that materially impacts performance of the Work; (g) epidemic or other significant disease that directly impacts the ability to perform the Work; and (h) Construction Emergencies, vandalism, inability to obtain materials or equipment or the authority to use the same, or any other event beyond the reasonable control of either Party, which has the effect of preventing either from timely or properly performing its obligations under this Agreement.

Franconia-Springfield Bypass – The proposed project between CSXT Milepost CFP 96.2 and CFP 98.8, between the Newington and Franconia-Springfield areas of Fairfax County, Virginia, that includes a new grade separated, aerial two-track bridge structure and retained earth embankments, crossing over the existing CSXT double mainline tracks.

Funding Agreement – An agreement between DRPT and a Funding Partner governing such Funding Partner's provision of funding for one or more Projects.

Funding Partners – Those entities other than DRPT providing funding for a Project.

Good Industry Practice – The degree of skill and judgment prevailing on the effective date of the relevant Project Addendum that is expected to be exercised by prudent, skilled, and experienced contractors on similar projects in the Commonwealth of Virginia, taking into consideration safety, operational requirements, level of service, and life cycle costs.

Governmental Approvals – All local, regional, state, and federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, registrations, rulings and other governmental authorizations required to be obtained or completed under Law prior to undertaking any particular activity contemplated by the Contract

Documents. The term **"Governmental Approvals**" includes NEPA Documents and the USACE 404 Individual Permit.

Governmental Entity – The government of the United States of America, the District of Columbia, the Commonwealth, the cities and counties within the Commonwealth and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the Commonwealth or the cities and counties within the Commonwealth. However, for the purposes of this Agreement, "Governmental Entity" does not include DRPT.

Joint Operating and Maintenance Agreement – The agreement between DRPT and CSXT, executed on March __ 2021, for the continued operation and maintenance of the Projects following Final Completion.

Law – All laws, treaties, ordinances, judgments, Federal Requirements, decrees, injunctions, writs and order of any Governmental Entity, and all rules, regulations, orders, formal interpretations and permits of any Governmental Entity having jurisdiction over construction of the Project(s), performance of the Work, or operation of the Project(s), or the health, safety, or environmental condition of the Project(s), as the same may be in effect from time to time. Laws include the Code of Virginia.

LE Interlocking – L'Enfant Interlocking at CSXT Milepost CFP 111.5.

Long Bridge Improvements – A series of projects between RO Interlocking in Arlington, Virginia and LE Interlocking in the District of Columbia that includes a second two-track railroad bridge over the Potomac River upstream of the Long Bridge, a series of additional bridges in accordance with the FRA Record of Decision dated August 12, 2020, related track work, and a bicycle and pedestrian bridge or bridges upstream of the new bridge span over the Potomac River.

Long Stop Date – The date that is three hundred sixty-five (365) days after the expected date of Final Completion, as shown in the most current Work Schedule.

Master Construction Agreement (DRPT) – That certain agreement between CSXT and DRPT, executed contemporaneously with this Agreement, in which DRPT has agreed to undertake the work contemplated therein.

Master Work Schedule - The critical path method schedule to be maintained by DRPT for all Projects under this Agreement, the Master Construction Agreement (DRPT), the Engineering Agreements, or any other agreements entered into intended to further the purpose of the Comprehensive Rail Agreement.

Maximum Bid Amount – The maximum amount established by the Parties that may be accepted by CSXT when awarding a Project-related contract to a Contractor.

Maximum Not To Exceed Amount – The maximum amount allocated by DRPT for each Project, which typically will be the sum of the EPC and the Construction Contingency Reserve for that Project.

Modification(s) – All written and duly executed amendments to the Contract Documents (excluding the Comprehensive Rail Agreement), including amendments to Project Addenda, establishing, modifying or adjusting Estimated Project Cost, the Work, or the Work Schedule with respect to a given Project.

NEPA – The National Environmental Policy Act, 42 U.S.C. § 4321 *et. seq*., as amended and as it may be amended from time to time.

NEPA Documents – The Environmental Impact Statements (EIS) and Environmental Assessments (EA), as well as Categorical Exclusions (CE) and any other items required by Section 102 in Title I of the National Environmental Policy Act (NEPA).

No Construction Notice – Shall have the meaning ascribed to it in Section 3.2 (*No Construction Notice by CSXT*).

Project – Each of the set of improvements that will be more specifically described in Project Addenda related to this Agreement. "Project" shall also include, collectively, CSXT Assets Projects and DRPT Assets Projects.

Project Addendum – A written and duly executed addendum to this Agreement whereby CSXT and DRPT establish, for each Project, the Work to be performed by CSXT and the Estimated Project Cost and Work Schedule, pursuant to Section 3 (*Work and Project Addenda*) of this Agreement, as amended from time to time by Modifications.

Project Cost(s) – All reasonable and actual costs and expenses, internal and external, direct and incidental that comply with all Applicable Project Standards, Laws and Funding Agreement terms and conditions incurred by CSXT in performing the Work with respect to a given Project, including, but not limited to, all equipment, materials, supplies, tools, labor, supervision, overhead and indirect expenses utilized in performing the Work, and all sums payable to Contractors and other consultants retained by CSXT in connection with the Project (including engineering consultants), insurance costs, and other costs and expenses, as more particularly described by, and subject to the terms and conditions of, this Agreement, including Section 16.2 (*Travel Expenses*) through Section 16.9 (*Audit*) and Section 18 (*Insurance*). Overhead and indirect expenses shall be calculated using audited rates approved by the Federal Highway Administration and/or Federal Railroad Administration, as applicable.

Proposed Contractor – CSXT's proposed, pre-award, Contractor to be selected to perform Work with respect to a Project following a procurement.

Retained RF&P Corridor - The portion of the RF&P Corridor retained by CSXT after CSXT's conveyance of its right, title, and interest in Segment 1 to DRPT pursuant to Section 4.2.1 of the Comprehensive Rail Agreement.

RF&P Corridor has the meaning ascribed to it in the Comprehensive Rail Agreement.

RO Interlocking – The Rosslyn Interlocking at CSXT Milepost CFP 109.9.

Segment 1 has the meaning ascribed to it in the Comprehensive Rail Agreement.

Substantial Completion – The achievement of the conditions set forth in the relevant Project Addendum with respect thereto.

Term Sheet – That certain binding term sheet between CSXT and DRPT, dated December 16, 2019 and amended on June 29, 2020 and August 31, 2020.

VPRA – The Virginia Passenger Rail Authority.

Work – All tasks, duties, obligations, services, requirements and activities of whatever kind or nature, express or implied, direct or incidental, to be performed, and all items tangible and intangible, to be provided by CSXT respecting each Project pursuant to this Agreement, including but not limited to the administration of the Project and furnishing of labor, materials, supplies and equipment associated with such Project.

Work Schedule – The critical-path-method schedule prepared by CSXT in collaboration with DRPT and incorporated into the relevant Project Addendum for the Work for a given Project.

Work Windows – Periods when Contractor and/or CSXT forces will have access to CSXT facilities to perform Work on a given Project pursuant to this Agreement, as identified by the applicable Work Schedule, during which time rail operations may be suspended or otherwise modified through all or part of the Project area.

2. CONTRACT DOCUMENTS

2.1 Identification. The Contract Documents for each Project shall consist of the following:

(a) the Comprehensive Rail Agreement;

(b) this Agreement;

(c) Project Addenda; and

(d) any and all applicable Modifications.

2.2 Priority. In the event of conflict among the Contract Documents, the terms of one shall prevail over another in the following order of priority, from highest to lowest:

(a) any and all applicable Modifications;

(b) the relevant Project Addenda;

(c) this Agreement; and

(d) the Comprehensive Rail Agreement.

3. WORK AND PROJECT ADDENDA

3.1 Projects. Projects have been or shall be assigned for construction as between CSXT and DRPT in accordance with Section 14.8, and Exhibit E-1 of the Comprehensive Rail Agreement, which may be amended from time to time. Subject to Section 3.2, any variance from the construction responsibilities set forth in Exhibit E-1 to the Comprehensive Rail Agreement shall be handled according to the Comprehensive Rail Agreement. The Parties agree that this Agreement shall be used for any Projects to be constructed by CSXT. The Parties shall use the Master Construction Agreement (DRPT) for any improvements to be constructed by DRPT. It is anticipated that all projects constructed by CSXT shall be delivered using the design-bid-build delivery method and shall be in accordance with the Contract Documents applicable to each Project unless otherwise specified in the Project Addendum. If the parties agree for CSXT to use a design-build delivery method for a particular project, it is agreed that additional terms and conditions applicable to this delivery method will be included in the Project Addendum.

3.2 No Construction Notice by CSXT. Notwithstanding Exhibit E-1 of the Comprehensive Rail Agreement, for Projects on which CSXT has begun engineering and design work and (according to Exhibit E-1 of the Comprehensive Rail Agreement) is also to undertake construction of such Project, CSXT may provide written notice to DRPT that CSXT has elected not to enter into a construction agreement with a Contractor for the construction of such Project (a "**No Construction Notice**"). After delivery of a No Construction Notice, CSXT shall continue and complete the engineering and design work with respect to the applicable Project and make the final design and all associated work product available to DRPT for construction; thereafter, DRPT will be responsible for entering into and administering a contract for construction of the Project. CSXT may not deliver a No Construction Notice to DRPT with respect to any Project if CSXT has already reached agreement with a Contractor to perform the applicable Work.

3.3 Submission of Project Addendum.

(a) Upon completion of the engineering and design work for each Project pursuant to the applicable Authorization Notice, CSXT shall work collaboratively with DRPT to prepare and submit a Project Addendum to DRPT for its review and comment. Such Project Addendum shall specifically describe the Work to be performed and include (i) the Project's EPC, to include any advance payments required for mobilization; (ii) the Work Schedule; (iii) insurance requirements; (iv) permitting requirements; (v) liquidated damages as described in Section 5.4 (*Liquidated Damages- Contractors*), as applicable; and (vi) any other information necessary for the performance of the Work.

(b) Upon receipt of the Project Addendum, DRPT shall have 30 days to review the Project Addendum and provide comments. As one portion of its review, but in particular, DRPT will assess NEPA compliance for the Project. Within 30 days of receipt of DRPT's comments, CSXT shall prepare and resubmit a revised Project Addendum that reflects DRPT's comments. CSXT shall incorporate DRPT's comments unless such comments, in CSXT's reasonable opinion, would (i) materially adversely affect freight and/or passenger rail operations, (ii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or (iii) materially conflict with Applicable Project Standards. In the event that DRPT does not agree with CSXT's determination as to whether its comments would materially adversely affect freight and/or passenger rail operations, materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or materially conflict with Applicable Project Standards, DRPT may submit such dispute for resolution in accordance with Section 20 (*Dispute Resolution*). Upon the satisfaction of DRPT and CSXT of the contents of the Project Addendum, the Parties shall execute the Project Addendum.

(c) DRPT shall have the right to abandon a Project at any time before CSXT commences Work on that Project.

4. SCOPE OF WORK

4.1 Scope. CSXT agrees that it will perform, or contractually require to be performed, all Work referenced in the Project Addendum for each Project. Such Work performed by CSXT shall be performed in accordance with the Applicable Project Standards, and CSXT shall contractually require its Contractors to perform the Work it performs in accordance with the Applicable Project Standards and Good Industry Practice.

4.2 Inspection.

(a) Subject to DRPT's prior coordination with CSXT, DRPT may at reasonable times and upon reasonable notice to CSXT, have its employees, consultants and Contractors enter any location where Work is being performed for the purpose of: (i) observing the Work; (ii) monitoring compliance by CSXT with its obligations under this Agreement and the Contract Documents, or (iii) exercising any right or performing any obligation that DRPT has under this Agreement or Contract Documents. However, with respect to Work performed on the Retained RF&P Corridor, CSXT may require DRPT's consultants and Contractors to execute CSXT's standard Right of Entry Agreement (exclusive of any environmental matters governed by the environmental Right of Entry Agreement dated February 25, 2020, executed by the Parties). If DRPT employees wish to enter the Retained RF&P Corridor for the purpose of observing or inspecting the Work, then they will either need to execute a Right of Entry Agreement, or DRPT will need to provide insurance for CSXT's benefit that covers the risk of injury or death of any of its employees with combined limits of at least [redacted] Dollars ($[redacted]) per occurrence. Such insurance requirement may be satisfied by the insurance procured by DRPT pursuant to Section 13.3 of the Joint Operating and Maintenance Agreement.

(b) When exercising this right, DRPT shall do so in a manner that: (i) does not unreasonably interfere with CSXT's performance of the Work or exercise of its rights under this Agreement or the Contract Documents; and (ii) complies with CSXT's reasonable site access and work health and safety policies and procedures.

4.3 Permits and Approvals. The Parties shall obtain permits and Governmental Approvals as described and required in the permitting plan attached to each Project Addendum. If requested by CSXT, DRPT shall assist CSXT in obtaining any required permits.

4.4 Change in Scope - Generally.

(a) Each Project Addendum will establish a fixed scope of the Work to be accomplished by CSXT under such Project Addendum for compensation not in excess of the

Maximum Not To Exceed Amount established in the same Project Addendum. However, either Party may request a change in the scope of the Work by submitting a written request to the other Party for a Modification using the procedures set forth in Section 4.5 (*Change in Scope – Additional Work*). All requests shall set forth a complete description of the proposed change and such other information as may be appropriate or required by other Sections of this Agreement.

(b) Except as otherwise set forth herein, DRPT shall have the right to refuse to accept any request that would materially change the scope of the Work, EPC, Work Schedule, which may otherwise be deemed unreasonable, or which DRPT, in its sole discretion, determines is not required to meet the intent of the Project, unless the failure to accept the change in scope would materially adversely affect freight and/or passenger rail operations or materially conflict with Applicable Project Standards; *provided*, that any conflict with Law shall be deemed material.

(c) CSXT shall approve any request unless such approval would materially adversely affect freight and/or passenger rail operations, materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, cause the relevant Work to materially conflict with the Applicable Project Standards (any conflict with Law shall be deemed material), or unless DRPT fails to commit sufficient funds to cover the proposed Modification.

(d) In the event of a disagreement between the Parties, either Party may submit such dispute for resolution in accordance with Section 20 (*Dispute Resolution*).

4.5 Change in Scope - Additional Work.

(a) If CSXT identifies additional Work that is required in order to meet the intent of the Project and that is not specifically identified in the applicable Project Addendum, CSXT shall submit a request to DRPT for a Modification. Such Modification shall include a description of the additional Work to be performed and the changes to the EPC (together with any requests for the Construction Contingency Reserve), and Work Schedule in specific detail to enable DRPT to evaluate the request. DRPT shall evaluate the Modification, taking into account all relevant issues, including whether the change in scope of Work: (i) involves any increase to payments from DRPT, (ii) exceeds the Maximum Not To Exceed Amount for the Project; (iii) affects the quality of the Work or the likelihood of successful delivery of the Work; (iv) materially adversely impacts the Work Schedule or Master Work Schedule; or (v) is required to accomplish both Parties' objectives with respect to the applicable Project.

(b) Promptly after receiving CSXT's Modification request, the Parties shall meet to discuss the matters referred to in such request. During such discussions, DRPT and CSXT may propose changes to the Modification request. DRPT shall promptly approve the Modification by executing and delivering such Modification to CSXT, or reject the Modification. The Parties shall use commercially reasonable efforts to resolve Modification requests promptly, the speed of which will be determined by the immediacy of the need for Modification.

(c) In the event the Modification will cause the funds needed to complete the applicable Project to exceed the Maximum Not To Exceed Amount, DRPT and CSXT shall meet in accordance with Section 4.5(b) (*Change in Scope – Additional Work*) to determine in good faith whether: (i) the scope of Work can be reduced so as not to exceed the Maximum Not To Exceed Amount, while maintaining the quality and meeting the intent of the Project; (ii) additional funds can be procured in order to pay for the amount in excess of the Maximum Not To Exceed Amount, or (iii) the Project should be suspended or terminated. In the event DRPT and CSXT cannot reduce the scope of Work or acquire additional funding, either Party may suspend performance or terminate the Contract Documents as it relates to the relevant Project. In the event performance is suspended, DRPT shall provide evidence satisfactory to CSXT that additional funding has been acquired prior to CSXT resuming Work.

(d) In the event a Modification under this Section 4.5 (*Change in Scope – Additional Work*) increases the EPC, the performance and payment security provided under Section 9.4 (*Payment and Performance Security*) shall each be increased by an amount equal to the increase in EPC that is subject to the security. Any increase in the performance and/or payment security in accordance with this Section shall constitute a Project Cost.

(e) Where additional Work is authorized pursuant to an approved Modification under this Section 4.5 (*Change in Scope – Additional Work*), to the extent permitted, CSXT shall use its forces in accordance with Section 9.3 (*Contractor Procurement*).

5. PROJECT TIME FRAME

5.1 Commencement Date. Unless otherwise specified by the relevant Project Addendum, CSXT shall commence Work on a given Project within thirty (30) days following delivery of a notice to proceed from DRPT to CSXT. However, DRPT shall not deliver such notice, unless and until: (a) DRPT and CSXT have executed and delivered a Project Addendum for such Project; (b) CSXT has received payment of that portion of the Project's EPC as specified in the Project Addendum, as an advance against the Project Costs required by CSXT or its Contractor for mobilization and long lead time materials, (c)DRPT has provided an indication, to CSXT's satisfaction, that funding for the Project is or will be available for DRPT to make regular and timely payments to CSXT, and (d) all amounts due under the applicable Authorization Notice for that given Project have been paid.

5.2 Work Schedule.

(a) DRPT shall develop and maintain a Master Work Schedule for completion of all Projects under this Agreement or any other agreements that further the purpose of the Comprehensive Rail Agreement.

(b) CSXT and DRPT shall collaborate to establish the Work Schedule, together with Contract Time and Work Windows, for a given Project, taking into account, among other things, the Work Schedules for all other Projects, the efficient utilization of the Parties' resources, and the effects of the Work on freight and passenger rail services.

(c) It is the intent of the Parties that the Work undertaken pursuant to this Agreement is performed in the spirit of partnership. CSXT shall endeavor to complete all Work addressed in the relevant Project Addendum in accordance with the Contract Time and Work Schedule, where such Work Schedule shall be consistent with the Master Work Schedule. For Projects in which the Work will be performed by a Contractor of CSXT, CSXT shall contractually require that the Contractor complete such Work in accordance with the Work Schedule, and each contract with a Contractor shall contain pass-through liquidated damages as set forth in Section 5.4 (*Liquidated Damages - Contractors*).

(d) The Parties understand that, from time to time during the construction of the Projects and in furtherance of safe and efficient implementation of the Work required of CSXT, CSXT may require temporary suspensions or modifications to commuter, passenger or freight operating schedules, and the Work Schedules may contemplate that certain phases of the Work will necessitate delays to such services. The Parties agree that any changes to the Work Schedule that affect one or more Contract Time(s) shall be approved by both Parties using the procedures for a change in the scope of Work set forth in Section 4 (*Scope of Work*) prior to implementation of a revised Work Schedule, *provided*, that any Work Schedule revisions will be subject to the rights and obligations under the Operating Agreement (CSXT/Commissions), the Operating Agreement (CSXT/Amtrak), a New Operator Agreement (if applicable), and the BBRC Lease Agreement or the Segment 3 Easement, as applicable (as those terms are defined in the Comprehensive Rail Agreement). Any financial impact that CSXT incurs with respect to Amtrak resulting from the effect of a mutually agreed Work Schedule on the on-time performance of Amtrak trains will be for DRPT's account. CSXT may amend the Work Schedule without DRPT approval if such amendment does not impact one or more Contract Time(s), in which case CSXT will provide notice to DRPT of amendments to the Work Schedule in its Project evaluation reports, and provide at least thirty (30) days' notice for any change that affects the passenger services schedules.

5.3 Work Windows. CSXT and its Contractors will require access to DRPT's property and facilities to perform the Work, in accordance with CSXT's rules, and such access will only occur during certain established Work Windows. DRPT recognizes that initial bids from successful Contractors will be based on a Work Schedule and Work Windows during which CSXT has indicated that CSXT and the Contractors may expect to have access to the Project site to perform the Work, but DRPT expressly recognizes that such Work Windows may change under reasonable circumstances and subject to Section 5.2(d) (*Work Schedule*). Accordingly, the Parties recognize and agree that changes to Work Windows, the Contract Time and Work Schedule, may be necessary during the course of performing the Work. In the event of a Construction Emergency or other unanticipated and unavoidable circumstance that requires CSXT to modify Work Windows, CSXT may make temporary changes to the Work Windows without approval from DRPT so long as: (i) CSXT provides notice to DRPT consistent with its obligation to provide notice to the underlying passenger operators with respect to any change to the Work Windows that affects the passenger services schedules, and (ii) CSXT lifts the temporary change as soon as feasible after the dissipation of the condition requiring the temporary change. Any other changes to the Work Windows require mutual consent of the Parties, which consent shall not be unreasonably withheld or delayed.

5.4 Liquidated Damages - Contractors. CSXT shall include in each contract with a Contractor, liquidated damages for such Contractor's failure to complete the applicable Work in accordance with the Work Schedule set forth in the Project Addendum. In the event CSXT's Contractor fails to complete the Work for a Project by the date of Final Completion provided in the applicable Work Schedule set forth in the relevant Project Addendum, liquidated damages will be assessed in strict accordance with the corresponding contract unless a Party reasonably demonstrates that such liquidated damages should not be assessed under the circumstances and under the governing contractual provisions. Any such liquidated damages assessed against a Contractor shall be held by CSXT for the benefit of DRPT and CSXT shall promptly remit to DRPT any liquidated damages received from a Contractor.

5.5 Liquidated Damages Not Penalty. The Parties acknowledge, recognize and agree on the following:

(a) that because of the unique nature of each Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by DRPT as a result of a Contractor's failure to complete the relevant Work within the applicable time;

(b) that any sums which would be payable under Section 5.4 (*Liquidated Damages- Contractors*) are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure; and

(c) that any sums which would be payable herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature incurred by DRPT which are occasioned by any delay in completing applicable Work within the applicable time. Notwithstanding the above, liquidated damages are not intended to excuse CSXT or its Contractors from liability for any other breach of its obligations under the Contract Documents.

5.6 Long Stop Date – CSXT Self-Performed Work. For any Project, or portion of a Project that is CSXT Self-Performed Work and therefore not subject to liquidated damages for late completion under Section 5.4 (*Liquidated Damages – Contractors*), CSXT shall execute the relevant Work in accordance with the Contract Time and Work Schedule. If, solely because of one or more CSXT-Caused Delays, a Project has not achieved Final Completion by the applicable Long Stop Date, then such Project shall be deemed complete solely for the purposes of (i) Sections 3.6.3, 3.6.4, and 5.2 of the Joint Operating and Maintenance Agreement, and (ii) Section 12.2.3 of the Comprehensive Rail Agreement. However, nothing in this Section 5.6 (*Long Stop Date – Self-Performed Work*) shall be construed to relieve CSXT from its duty to continue to execute the Work and to achieve Final Completion with respect to any Project that is deemed complete hereunder.

6. PRIORITY OF WORK

CSXT shall use reasonable efforts to complete the Work in such order or time as shown by the Work Schedule for each Project, subject to the provisions of Section 5.2 (*Work Schedule*) and Section 5.3 (*Work Windows*), in coordination with the Work Schedules of all other Projects, as revised by the Parties from time to time. However, the Parties acknowledge and agree that the priority given to any Project and other circumstances affecting the Projects may change from time to time for a variety of reasons, and that such changes are likely to occur. CSXT shall submit a written request seeking approval from DRPT prior to implementing changes to the order of priority with respect to Projects being undertaken by CSXT (but excluding the priority of undertaking tasks within a single Project). The Parties will identify the priority of each Project in the applicable

Project Addendum. In the event CSXT anticipates a change in the priority of the Projects that will result in a change to the Contract Time, CSXT shall submit a Modification to DRPT using the procedures set forth in Section 4.5 (*Change in Scope – Additional Work*).

7. PROJECT REVIEWS

7.1 Meetings. The Parties agree to hold at least monthly Project review meetings to be scheduled at the convenience of the Parties to conduct Project coordination and discuss and review Project progress. Such meetings shall be attended by CSXT's Designated Representative and DRPT's Designated Representative, and be governed and guided by DRPT's Designated Representative.

7.2 Project Evaluation Reports. After commencement of each Project, CSXT's Designated Representative or its designee will provide DRPT's Designated Representative with a written Project evaluation report on a monthly basis, to be discussed at each Project review meeting described in Section 7.1 (*Meetings*). Such report shall: (i) describe the progress of the Work, to include: (a) a percentage of the Work completed, (b) any short-term and long-term concerns as required by federal regulations governing reimbursement of federal funding in each Project Addendum, and (c) any anticipated completion dates, (ii) identify any issues that appear at the time of the report likely to require the Parties to execute a Modification for that Project, (iii) identify the use and amount of any Construction Contingency Reserve, (iv) identify any reductions to the Construction Contingency Reserve that can be made, (v) provide any updates to the baseline Work Schedule (in .pdf and native format) and (iv) include any additional information required to satisfy reporting requirements by Funding Partners.

7.3 Costs. Costs incurred by CSXT in connection with Project reviews or Project evaluations reports under this Section 7 (*Project Reviews*) shall constitute Project Costs.

8. CONTINGENCIES

8.1 Availability of Construction Contingency Reserves.

(a) As part of the Maximum Not To Exceed Amount for each Project, the Parties will mutually agree to a contingency amount ("**Construction Contingency Reserve**"), such agreement shall not be unreasonably withheld, conditioned or delayed, that CSXT shall propose to DRPT at the same time that it provides to DRPT the applicable construction cost estimate under Section 9.1 (*Project Cost Estimates*) below. The purpose of the Construction Contingency Reserve is to preserve funding capacity if Project Costs exceed the EPC as set forth in the relevant Project Addendum.

(b) In the event CSXT anticipates that it will need to use the Construction Contingency Reserve to fund Work that is not the result of a change to the Scope of Work under Section 4.5 (*Change in Scope – Additional Work*), CSXT, subject to Section 8.1(c) (*Availability of Construction Contingency Reserves*), may freely apply the Construction Contingency Reserve to fund such Work, and CSXT shall provide notice to DRPT of such application as part of CSXT's Project evaluation report described in Section 7.2 (*Project Evaluation Reports*).

(c) Notwithstanding Section 8.1(b) (*Availability of Construction Contingency Reserves*), for any use of the Construction Contingency Reserve that is expected to exceed the Construction Contingency Threshold, CSXT shall seek prior approval from DRPT, which shall not be unreasonably withheld, conditioned or delayed. CSXT shall request such approval by providing written notice to DRPT. The notice shall include a written description and justification for the applicable Construction Contingency Reserve expenditure and shall include supporting documentation of the costs that require the Construction Contingency Reserve expenditure. DRPT shall have fourteen (14) Business Days to respond to CSXT's notice in writing to confirm such use of the Construction Contingency Reserve. Notification of the Construction Contingency Reserve expenditures shall be made electronically to DRPT's Designated Representatives established in accordance with Section 10.1 (*Designation of Representatives*). Failure of DRPT to timely respond shall be deemed a concurrence by DRPT. In the event DRPT determines the additional costs are due to a change in scope of Work, DRPT shall notify CSXT within fourteen (14) Business Days by electronic medium identifying the reasons DRPT believes such Work is an inappropriate use of the Construction Contingency Reserve. Upon such timely notice, the Parties shall proceed with the procedures set forth in Section 4.4 (*Change in Scope – Generally*) and Section 4.5 (*Change in Scope – Additional Work*), as needed.

8.2 Tracking. At regular intervals during performance of the Work, CSXT shall reassess in good faith in consultation with DRPT, taking into account all material information (including, without limitation, any net savings), whether the Construction Contingency Reserve amount established in the relevant EPC may be reduced. Within ninety (90) days of determining that the Construction Contingency Reserve may be reduced, DRPT shall notify CSXT and the EPC shall be adjusted accordingly to reflect the reduction in the Construction Contingency Reserve. CSXT shall maintain an account ledger for the Construction Contingency Reserve for each Project. The beginning balance in each Construction Contingency Reserve shall be the full amount established in the Project Addendum for the relevant Project. CSXT shall reduce the balance maintained with respect to a Construction Contingency Reserve to account for each approval by DRPT for the use of the Construction Contingency Reserve with respect to a Project. CSXT shall provide to DRPT as part of the Project evaluation reports pursuant to Section 7.2 (*Progress Evaluation Reports*) (in a form mutually agreed by the Parties) information identifying, for that month and cumulatively, the adjustments to the balances, and the cost incurred in performing the obligations under this Section 8.2 (*Tracking*) shall constitute Project Costs.

8.3 Exceeding the Construction Contingency Reserve. In the event CSXT expects the Project to incur unbudgeted Project Costs that exceed the Construction Contingency Reserve, that are not the result of a change to the scope of Work under Section 4.5 (*Change in Scope – Additional Work*), CSXT shall immediately provide written notice to DRPT and the Parties shall meet to determine in good faith whether: (i) the scope of Work can be reduced so as not to exceed the Maximum Not To Exceed Amount, while maintaining the quality and meeting the intent of the Project; (ii) additional funds can be procured in order to pay for the amount in excess of the Construction Contingency Reserve; or (iii) the Project should be suspended or terminated. If CSXT and DRPT agree to change the Work in the Project Addendum, they will execute a Modification. In the event DRPT and CSXT cannot reduce the scope of Work or acquire additional funding, either Party may suspend performance or terminate the Contract Documents as it relates to the relevant Project. In the event performance is suspended, DRPT shall provide evidence satisfactory to CSXT that additional funding has been acquired prior to CSXT resuming Work.

9. ESTIMATED PROJECT COST

9.1 Project Cost Estimates. After completion of engineering and design for a particular Project, and before executing a Project Addendum with respect to such Project, CSXT shall develop and deliver to DRPT a construction cost estimate for the applicable Project. Thereafter, DRPT will prepare an independent construction cost estimate to validate the estimate provided by CSXT. The Parties will work together in good faith to reconcile any disparities between the cost estimates prior to entering into the relevant Project Addendum.

9.2 EPC. The EPC for each Project shall be set forth in the applicable Project Addendum and will be established after 100% design in accordance with the construction cost estimate process set forth in Section 9.1 (*Project Cost Estimates*). Such EPC, individually, or when added to all other Projects, shall not exceed the Appropriated Amount for that fiscal year. For Projects that are funded by USDOT, FHWA, FTA or FRA, the Parties expressly recognize that the commitment of DRPT to fund the Project Costs is contingent upon a USDOT, FHWA, FTA or FRA authorization and/or legislative appropriation of the funds, and that CSXT's obligation to perform Work is contingent upon payment for that Work.

(a) DRPT's duty to fund a Project shall not exceed the corresponding Maximum Not To Exceed Amount, except as agreed by DRPT under an approved Modification. If the cost to complete a Project is expected to exceed the Maximum Not To Exceed Amount, the Parties shall follow the procedures set forth in Section 4.5(c) (*Change in Scope – Additional Work*) or Section 8.3 (*Exceeding the Construction Contingency Reserve*), as applicable.

(b) In the event CSXT anticipates the Project Costs to exceed the Maximum Not To Exceed Amount, or the Construction Contingency Reserve has already been used or has been allocated to be used in accordance with Section 8.1 (*Availability of Construction Contingency Reserves*), CSXT shall immediately notify DRPT and the Parties shall follow the procedures set forth in Section 4.5(c) (*Change in Scope – Additional Work*) or Section 8.3 (*Exceeding the Construction Contingency Reserve*), as applicable.

(c) Unless otherwise agreed by the Parties in a Project Addendum or amendment thereto, CSXT shall not be responsible for Project Costs that exceed the established Maximum Not To Exceed Amount, except to the extent such overruns are attributable to the gross negligence, intentional misconduct, or illegal acts or omissions of CSXT or its employees, in which case CSXT shall be responsible for such overruns.

9.3 Contractor Procurement.

(a) Subject to DRPT's representation of available funds, which is in turn subject to Section 13 (*Funding*), CSXT will purchase or provide the necessary materials and will perform all Work with its own forces or by Contractors in connection with said Project Addendum in accordance with the Federal Requirements and Law. CSXT will only use its own forces to perform CSXT Self-Performed Work. CSXT shall procure Contractors for all components of the Work other than CSXT Self-Performed Work.

(b) Subject to Law, the Parties agree that at least thirty (30) days prior to CSXT issuing any request for proposals for Work from Contractors, DRPT shall have the right to review any procurement documents intended to be issued as part of any solicitation. The Parties shall agree to establish a Maximum Bid Amount for any Work to be performed by Contractors. Prior to selection of a Contractor, CSXT shall provide written notification to DRPT of its choice and the reasoning for selection. CSXT's selection of a Contractor shall reflect, in CSXT's reasonable opinion, the best value of all qualified bids received, and such determination will be made consistent with the methods and procedures by which CSXT makes such determinations for projects it performs at its own cost. CSXT shall include DRPT as a third party beneficiary in any contract for Work performed by Contractors.

(c) In the event the price bid by CSXT's Proposed Contractor exceeds the Maximum Bid Amount, CSXT shall choose the next best Contractor with a price that does not exceed the Maximum Bid Amount. In the event that no Contractor bid is below the Maximum Bid Amount, the Parties may: (i) agree to increase the Maximum Bid Amount, (ii) terminate the Project, or (iii) to the extent permitted by Law, enter into negotiations with one or more bidders to adjust the scope and/or price to a value within the Maximum Bid Amount.

9.4 Payment and Performance Security. For any Project in which Contractor's portion is expect to exceed [redacted] dollars ($[redacted]), CSXT shall require its Contractor to obtain a payment and performance security in the amount of 100% of the Project Costs associated with the work to be performed by Contractor (or other amounts acceptable to DRPT) and in a form acceptable to DRPT that names DRPT as an additional obligee or beneficiary. Such payment and performance security shall permit the surety and obligees to access the Project to perform any Work in the event such security is enforced or drawn, however DRPT may only enforce or draw upon the payment and performance security strictly in accordance with the terms of the dual obligee rider or other such document that establishes DRPT as an obligee or beneficiary. Notwithstanding the foregoing, DRPT and CSXT will confer if either Party believes that the security should be enforced or drawn. CSXT may elect, in its discretion, to assign its rights under the payment and performance security to DRPT. The provision of the payment and performance security shall constitute a Project Cost.

10. DESIGNATED REPRESENTATIVES

10.1 Designation of Representatives. By the Project Addendum for each Project, DRPT and CSXT shall identify its Designated Representative who shall serve as its primary point of contact with respect to such Project. The Parties may also identify secondary representatives who will receive copies of all correspondence on such Project.

10.2 DRPT's Designated Representative. All Modifications will require the signature of either DRPT's Chief of Rail, or his/her designee. DRPT's Designated Representative for a given Project shall be available during all working hours to confer with CSXT's Designated Representative.

10.3 CSXT's Designated Representative. CSXT's Designated Representative for a given Project shall be available during all working hours to confer with DRPT's Designated Representative.

11. OPERATION AND MAINTENANCE AFTER ACCEPTANCE

Following Final Completion of a given Project, operation and maintenance of said Project shall be governed by the provisions of the Joint Operating and Maintenance Agreement, unless otherwise stated in the Project Addendum.

12. WARRANTIES

12.1 Warranties. CSXT shall repair or replace any Work performed by CSXT or its Contractors which is found within twelve (12) months after the Project's Acceptance Date by either CSXT or DRPT to have been performed or constructed in a defective manner with respect to a Project. For purposes of this Section, Work will be deemed defective if it fails to comply with: (i) CSXT Design and Construction Standards in place at the time of the execution of the relevant Project Addendum or (ii) Law. Additionally, CSXT agrees to enforce any applicable manufacturer warranties or other warranties for the benefit of DRPT to the maximum extent of the Law, up to and including the commencement and prosecution of legal proceedings. The cost of repair or replacement shall constitute a Project Cost, except for those cases where such repair or replacement is the result of defective work by CSXT or its Contractors. To the extent CSXT obtains recovery from the manufacturer, Contractor, or subcontractor responsible for the defective Work, such recovery will be credited to DRPT. If, however, CSXT is unable to recover from any manufacturer, Contractor or subcontractor for such defects, the cost of remedying such defect shall be a Project Cost, *provided,* that to the extent defective work is caused by CSXT personnel performing such work in a defective manner, CSXT will remedy such defective Work and shall not be entitled to any additional Project Costs for such work. DRPT shall have no other recourse, right, or claim against CSXT to remedy defective Work discovered after the Acceptance Date.

12.2 Disclaimers. Except as set forth in Section 12.1 (*Warranties*) above, CSXT specifically disclaims any and all warranties, expressed or implied, including but not limited to the warranty of merchantability or fitness for a particular purpose, with respect to all Work.

13. FUNDING

13.1 Availability. The liability of DRPT to CSXT for reimbursement of Project Costs is subject to the appropriation and authorization of funds for such Project Costs. Said amounts shall be addressed in the applicable Project Addendum. No such amounts are provided for or otherwise included in this Agreement. DRPT is not responsible for any expenses or obligations incurred for the Projects except those specifically eligible under the terms of this Agreement and/or Project Addenda. However, at no time shall DRPT reimburse CSXT costs above the Maximum Not To Exceed Amount for any Projects except as adjusted by applicable Modifications.

13.2 Termination. In the event that funding is terminated for any reason during performance of this Agreement, or sufficient funds are not available for payment under this Agreement, DRPT shall promptly notify CSXT, and CSXT shall be entitled: (i) to immediately cease or suspend performance of Work for the affected Projects upon delivery of written notice to DRPT; or (ii) in accordance with Section 22.1 (*Termination by CSXT*), to terminate the Contract Documents for the affected Projects. DRPT shall not issue a notice to proceed for a Project to commence until all funds have been authorized. Nothing in this Section 13.2 (*Termination*) shall limit CSXT's right to be compensated for all Project Costs validly incurred pursuant to a Project Addendum and any applicable Modification to a Project.

14. PAYMENT

14.1 Monthly Payments. CSXT shall submit invoices to DRPT monthly. Such invoices shall include: (i) the actual Project Costs incurred by CSXT during the preceding month, (ii) a certification that the Project Costs incurred are correct and reflect the total amount expended for the month, and (iii) supporting documentation to substantiate a payment. CSXT agrees that it shall bear all Project Costs that it is unable to reasonably substantiate, provided that for any Project Costs for which DRPT is to receive reimbursement from a Funding Partner, DRPT shall provide evidence to CSXT that the Project Cost is subject to non-reimbursement by DRPT's Funding Partner due to insufficient substantiation, and provided further that DRPT gives CSXT reasonable notice and opportunity to provide supporting documentation or other means of substantiating the Project Cost. DRPT shall remit payment to CSXT within a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such invoice to DRPT. With respect to Work that is not CSXT Self-Performed Work, DRPT may withhold retainage up to ten percent (10%), which will be released to CSXT upon Final Completion.

14.2 Final Payment. Upon Final Completion, CSXT shall submit notice to DRPT in accordance with Section 14.1 (*Monthly Payments*). DRPT shall conduct a review and issue a certificate of Final Completion using the procedures set forth in Section 15.1 (*Substantial Completion*), *mutatis mutandis*. Upon issuance of a certificate of Final Completion, DRPT shall remit payment to CSXT within a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such notice to DRPT. All payment under this Section 14 (*Payment*) shall be subject to correction at the time of any final audit.

14.3 Default Remedies.

(a) In the event that DRPT fails to pay to CSXT undisputed sums due to it under this Agreement: (i) DRPT shall also pay CSXT interest at a variable rate per annum at all times equal to the prime rate of interest announced publicly by *The Wall Street Journal* (or its successor) on the delinquent sum until paid in full in accordance with Virginia Code § 2.2-4355 of the Virginia Public Procurement Act; and (ii) CSXT may elect: (A) to immediately cease or suspend all further Work on the Project upon delivery of written notice to DRPT, unless and until DRPT pays the entire delinquent sum, together with accrued interest; and/or (B) in accordance with Section 22.1 (*Termination by CSXT*), to terminate the Contract Documents as it relates to the Project. Interest would begin accruing upon one-hundred twenty (120) days after due date of the specific approved invoice.

(b) All invoices from CSXT shall be delivered to DRPT in accordance with Section 26 (*Notices*). All payments by DRPT to CSXT shall be made by electronic funds transfer, where possible, otherwise by certified check, referencing the invoice number(s) for which payment is made, mailed to the following address or such other address as designated by CSXT's notice to DRPT:

CSX Transportation, Inc.
PO BOX 530192
Atlanta, GA 30353-0192

(c) **Federal Funding Accountability and Transparency Act Requirements**. All Parties to this Agreement, and their Contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall, to the extent applicable, provide reports as required based on the particular funding source for each Project by the Federal Funding Accountability and Transparency Act for the Projects. Reimbursement to CSXT shall also be subject to the guidance contained in 2 CFR § 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act (FFATA)."

15. PROJECT COMPLETION

15.1 Substantial Completion.

(a) CSXT shall provide written notice to DRPT when it anticipates achieving Substantial Completion at least fifteen (15) Business Days prior to the anticipated date for Substantial Completion, so as to allow DRPT sufficient time to commence its review of those Substantial Completion conditions capable of being reviewed at the time of such notice. The notice shall include a list of all conditions that will be satisfied and a proposed punch list. Any failure of CSXT to include a condition on such list or an item on the proposed punch list shall not relieve CSXT of its obligations to complete the Work in accordance with the Contract Documents.

(b) No later than ten (10) Business Days prior to satisfying the conditions for Substantial Completion, CSXT and DRPT shall meet and confer to confirm the list of conditions is in accordance with the Project Addendum with respect to the Project. Following the initial meeting, CSXT and DRPT shall meet, confer, and exchange information on a regular basis to allow for DRPT's timely inspection of the relevant design and construction documents, conditions for achievement of Substantial Completion, and any other relevant information.

(c) CSXT shall provide written notice to DRPT once it has satisfied all conditions to Substantial Completion. Within fifteen (15) Business Days of receiving CSXT's notice, DRPT shall inspect design and construction documents and any other documents and conduct such investigation as DRPT deems necessary to evaluate whether CSXT has achieved Substantial Completion. DRPT shall: (i) if all applicable conditions to Substantial Completion have been satisfied, issue a written certificate that certifies that CSXT has achieved Substantial Completion, or (ii) if any applicable conditions to Substantial Completion have not been satisfied, notify CSXT in writing of the reasons why Substantial Completion has not been achieved. Upon and following Substantial Completion, CSXT shall continue to complete remaining Work listed on a corresponding punch list as it progresses the Work toward Final Completion.

(d) If any condition to Substantial Completion has not been satisfied, CSXT may resubmit a notice in accordance with Section 15.1(a) (*Substantial Completion*) once the relevant condition has been satisfied and Section 15.1(c) (*Substantial Completion*) shall apply. Such process will be repeated until DRPT issues a written certificate that certifies that CSXT has achieved Substantial Completion.

(e) If CSXT does not agree with DRPT's determination as to whether a condition to Substantial Completion has been achieved, CSXT may submit such dispute for resolution in accordance with Section 20 (*Dispute Resolution*).

16. PROJECT COSTS

DRPT shall pay to CSXT any and all reasonable Project Costs, in addition to other costs detailed in the provisions of this Agreement, in accordance with and subject to the following conditions:

16.1 General and Administrative Costs. In order to properly charge each Project for CSXT's related indirect costs, CSXT's labor costs incurred in performing the Work shall be multiplied by the applicable percentages established by CSXT for its labor additives. These applicable percentages are subject to approval by DRPT and the Florida Department of Rail and Public Transportation per agreed upon multi-state audits through AASHTO, as may be amended from time to time. The products of these multiplication processes will be added to CSXT's labor cost as Project Costs.

16.2 Travel Expenses. The direct cost of travel incurred by the personnel of CSXT and Contractor(s) related to each Project shall be reimbursed in accordance with Commonwealth travel policies.

16.3 Rental Rates of CSXT-Owned Equipment. Equipment rates for equipment owned by CSXT or its affiliates shall be billed on an hourly or daily basis. Hourly rates for equipment being operated or on standby shall be established by dividing the Blue Book monthly rate by 176. The result of this calculation yields the "Ownership Hourly Rate." Reimbursement for the equipment being operated shall be at 100 percent of the Blue Book hourly operating costs. Reimbursement for equipment required to be idled and on standby shall be at 50% of the "Ownership Hourly Rate" only. No more than 10 hours of standby will be paid on a single day nor more than 40 hours per week. The cost of fuels, lubricants, repairs, parts, electrical power consumed by the equipment and all similar operating costs shall be included in the rental rates. For the purposes of this Section 16 (*Project Costs*), CSXT's affiliates consist of all entities owned by CSXT.

16.4 Rental Rates of Rented Equipment. If CSXT rents or leases equipment for a Project from an entity other than an affiliate of CSXT, DRPT will reimburse CSXT for full leased cost, insurance, fuel, lubricants, electrical power and all similar operating costs. CSXT will endeavor to control these costs, utilizing purchasing strategies such as competitive bidding and annual contracts. CSXT may use existing contracts for engineering services, warehousing, logistics services, equipment rental or lease, and material purchase without separately obtaining bids for individual projects, *provided* that CSXT shall provide and make available all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate contracted costs incurred under this Agreement.

16.5 Materials and Supplies. Reimbursement by DRPT to CSXT for materials and supplies purchased new shall be made in an amount equal to the invoice price of such materials and supplies. Reimbursement for materials and supplies currently on hand and used by CSXT, shall be in the amount equal to CSXT's stock (inventory) prices. In addition, CSXT shall be entitled to payment of the lesser of: (i) all actual direct costs of both handling and loading out materials and supplies from CSXT's stock or (ii) 5% of the amounts billed for such materials and supplies. Used materials released from service shall be credited against the Project Cost in an amount equal to the scrap value less 5% for both handling and transportation of same. The only used materials for which such a credit will be given shall be: rail, joint bars, ties, tie plates, signal materials and turnout materials. All other materials shall be considered disposable for the purposes of this Agreement.

16.6 Sales Use and Other Taxes. Any and all sales, use and other taxes applicable to the purchase or use of materials and supplies utilized in a Project shall be a Project Cost.

16.7 Cost of Mobilization. All costs reasonably incurred by CSXT and Contractors in mobilizing to perform work will be reimbursed at the full cost of same.

16.8 Demobilization Costs. All costs reasonably incurred in ceasing performance of the Work (including but not limited to costs associated with continued safe rail operations) shall constitute reimbursable Project Costs.

16.9 Audit. Subject to any additional requirements that may be imposed by Funding Partners or Federal Requirements that are disclosed to CSXT and agreed to before execution of this Agreement, all cost records and accounts for each Project shall be subject to audit by DRPT for a period of five (5) years following CSXT's receipt of final payment for the Project. CSXT shall maintain/make all books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement. Further, CSXT shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by DRPT. Representatives of DRPT shall have such access to the books and accounts of CSXT as may be required to audit said bill. After the bill has been audited by DRPT, DRPT will pay to CSXT any amount remaining due to CSXT in addition to the amount previously paid within thirty (30) days following the audit, *provided*, however, in the event of overpayment, CSXT shall remit such overpayment to DRPT within thirty (30) days following receipt of written notice of such overpayment if CSXT agrees with the audit finding. If CSXT disagrees with a finding of overpayment, the finding will be subject to dispute resolution.

17. OFFSET OR REDUCTION

CSXT recognizes and agrees, for bills tendered by CSXT, that DRPT maintains the right to make partial payments of or "short pay" invoices if costs are unsubstantiated or in dispute. DRPT shall not offset against payments due with respect to a given Project for amounts due with respect to any other Project. In addition, DRPT shall not withhold any amount otherwise due CSXT, which it does not dispute. In any case, DRPT shall promptly advise CSXT of any such dispute and the nature and basis of such dispute, and the Parties shall endeavor to promptly resolve such dispute in accordance with Section 20 (*Dispute Resolution*), without adversely affecting CSXT's other rights and remedies under this Agreement.

18. INSURANCE

CSXT or its Contractor as applicable shall procure and maintain, as a Project Cost, insurance, in form and substance acceptable to CSXT and DRPT, during the performance of the Work, as more particularly described in the Project Addendum for each Project. The Parties agree all such insurance will include coverage liabilities or claims arising out of construction activities occurring within close proximity (within fifty feet) of CSXT property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. Execution of the Project Addendum shall constitute DRPT's approval of the form and substance of the insurance for the Project. To the extent the cost of such insurance increases or decreases between the time of the execution of the Project Addendum and the date when CSXT commences Work, DRPT will execute a Modification to cover the reasonable increased or decreased cost of the insurance.

19. AVAILABILITY OF FUNDS FOR DRPT'S PERFORMANCE

The obligation of DRPT to make payment of amounts due and owing by DRPT pursuant to, and accruing from, this Agreement shall be subject to and dependent upon appropriation being made from time to time by the Virginia General Assembly and allocation by the Commonwealth Transportation Board. Because such appropriation is outside of the control of DRPT, any failure to appropriate funds by the Virginia General Assembly, in and of itself, will not constitute a default by DRPT under this Agreement, but CSXT shall be entitled to all rights and remedies available to it under this Agreement at Law or in equity for the non-payment of amounts due and accruing from this Agreement as if the failure to make such payments were a default.

20. DISPUTE RESOLUTION

The Parties shall utilize the dispute resolution procedures set forth in Article 24 (*Dispute Resolution*) of the Comprehensive Rail Agreement. Each Party shall be responsible for its own costs with respect to engaging in dispute resolution under this Agreement.

21. PROVISIONS REQUIRED BY FUNDING PARTNERS

The Parties agree to add to any Project Addendum those provisions required by one or more Funding Partners for the corresponding Project, exclusive, as to CSXT, of any service outcome requirement. The Funding Partner requirements must be communicated and included in the Project Addendum prior to execution of the Project Addendum by CSXT.

22. TERMINATION OF AGREEMENT

22.1 Termination by CSXT. In addition to the rights and remedies of CSXT pursuant to Section 4.5(c) (*Change in Scope – Additional Wor*k), Section 9.3(c) (*Contractor Procurement*), Section 13.2 (*Termination*) and Section 14.3 (*Default Remedies*), CSXT may suspend the Work on a Project or exercise such other remedies other than termination immediately upon written notice to DRPT, only if: (a) through no fault of CSXT or act or omission of CSXT, the Work on a Project is stopped for a period of forty-five (45) consecutive calendar days by DRPT without cause, or stopped by CSXT on account of an act or omission of DRPT, including, for example, due to non-payment by DRPT; or (b) DRPT shall materially breach or default with respect to the Contract Documents for that certain Project. Any costs incurred by CSXT on account of any suspension, or in connection with resuming Work on the Project, will be added to the Project as a Project Cost. If such stoppage, material breach, or default remains uncured for a period of 365 days following receipt of CSXT's written notice, CSXT may terminate the Contract Documents as it relates to that Project. For avoidance of doubt, CSXT may not terminate a Project for which Work has stopped or a material breach or default has occurred with respect to a different Project.

22.2 Termination by DRPT. At any time DRPT may terminate the Work on a Project and the associated Contract Documents by delivery of written notice to CSXT, which termination shall be effective as of the date set forth in such notice, for any reason, including (i) CSXT's failure to perform its obligations under the Contract Documents; (ii) DRPT's determination that such termination is in the best interests of DRPT; (iii) executive orders of the President of the United States relating to the prosecution of war or national defense, or a national emergency which creates a serious shortage of materials; (iv) orders from duly constituted authorities relating to energy conservation; or (v) a restraining order or injunction obtained by third-party citizen action, relating to national or local environmental protection laws.

22.3 Termination of the Comprehensive Rail Agreement. In the event the Comprehensive Rail Agreement is terminated, this Agreement and all Contract Documents shall immediately terminate.

22.4 CSXT Recovery. When a Project or associated Contract Documents are terminated or canceled by either Party, DRPT understands and agrees that it may be impractical for CSXT to immediately stop the Work. Accordingly, DRPT agrees that, in such instance, CSXT may continue to perform the Work until it has reached a point where it may reasonably and safely suspend the Work as reasonably determined by CSXT. Subject to Section 13.2 (*Termination*), DRPT shall continue to reimburse CSXT as per the terms of the Contract Documents for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. If DRPT terminates a Project or Contract Documents as the result of a CSXT default, any amounts due to CSXT in accordance with this Section 22.4 (*CSXT Recovery*) shall be offset against any costs incurred by DRPT in the re-procurement for any Work then not completed by CSXT under the relevant Contract Documents. CSXT shall have no obligation to perform additional Work if this Agreement is terminated. If necessary in the opinion of CSXT, the Parties shall enter into an agreement for reimbursement of all such costs and expenses incurred by CSXT to so discontinue the Work.

22.5 Consequences of Termination. Termination of this Agreement, other associated Contract Documents, or the Work on any Project, for any reason, shall not diminish or reduce DRPT's obligation to pay CSXT for Project Costs incurred in accordance with this Agreement. Furthermore, nothing in this Agreement shall alter, modify or diminish the requirement that the Projects in Phase 2 under the Comprehensive Rail Agreement be completed (or deemed completed under Section 5.6 (*Long Stop Date – Self-Performed Work*) hereof) in order for additional passenger trains to be added to the Service Plan. Notwithstanding the termination of any or all Projects or the associated Contract Documents, the provisions of Section 11 (*Operations and Maintenance After Acceptance*), Section 14 (*Payment*), Section 17 (*Offset or Reduction*), Section 20 (*Dispute Resolution*), Section 22.4 (*CSXT Recovery*), Section 22.5 (*Consequences of Termination*), Section 24.2 (*Debarment*), and Section 25.13 (*Controlling Law*) shall survive.

22.6 Consequential Damages. Neither CSXT nor DRPT shall be entitled to pursue claims for consequential, indirect or incidental damages or lost profits as a consequence of either Party's default or termination of this Agreement or Work on any given Project.

23. STEP-IN

23.1 CSXT Step-In. In the event: (i) a Construction Emergency has arisen or (ii) CSXT's Contractor has failed to perform its obligations in accordance with the Contract Documents, CSXT shall promptly take commercially reasonable action, including, if warranted, enforcing its payment and performance security to mitigate or contain such Construction Emergency or cure its Contractor's failure to perform.

24. INDEMNIFICATION AND DEBARMENT

24.1 Indemnification. Indemnification by CSXT for the benefit of DRPT shall be governed by the Comprehensive Rail Agreement. In addition, CSXT shall require its Contractors to defend, indemnify, and hold harmless DRPT and the Commonwealth, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damages and/or liabilities of any nature in connection with such Contractors' performance of the Work. DRPT acknowledges that the amount and scope of indemnity required to be provided by Contractor may impact the cost for the services performed by Contractor, and limit the pool of Contractors willing and able to perform the Work.

24.2 Debarment. Per OMB Circular A-133, CSXT is prohibited from contracting with or making sub-awards under transactions covered by this Agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $[redacted] and all non-procurement transactions (*e.g., sub-awards to subrecipients*). Contractors receiving individual awards for $[redacted] or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. CSXT may rely upon the certification unless it knows that the certification is erroneous. CSXT agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

24.3 DRPT Debarment. It is the policy of DRPT not to enter into any agreement with parties that have been debarred by any government agency federal or state. By execution of this Agreement, CSXT certifies that neither it nor its Contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.

25. MISCELLANEOUS

25.1 Benefit. The provisions of this Agreement shall inure to the benefit of, and bind the permitted successors and assigns of DRPT and CSXT, but shall not inure to the benefit of any other party or other persons.

25.2 Assignment. Assignment of this Agreement, whether by DRPT to the VPRA or any other entity, or by CSXT, will be permitted under the same terms and conditions as provided in the Comprehensive Rail Agreement, *mutatis mutandis*.

25.3 Complete Understanding. The Parties agree that this Agreement, as supplemented by the Comprehensive Rail Agreement, Project Addenda, Amendments, and/or Modifications, embodies the complete understanding of the Parties with respect to the construction of the Projects and supersedes other prior or contemporaneous, written or oral agreements, understandings, and negotiations with respect to the construction of the Projects, including the Term Sheet.

25.4 Amendment. This Agreement and the other Contract Documents may be amended only by a written instrument signed by both Parties. Both Parties acknowledge that this Agreement and other Contract Documents may require amendments based on negotiations between DRPT and its Funding Partners. CSXT agrees to work cooperatively with DRPT to assess whether or not amendments are required to this Agreement and other Contract Documents to comply with the requirements of DRPT's Funding Partners and to negotiate any such amendments in good faith, without obligation to agree to any amendment.

25.5 Waiver. If DRPT or CSXT should fail to enforce their respective rights under this Agreement or the other Contract Documents, or fail to insist upon the performance of other Party's obligations, such failure shall not be construed as a permanent waiver of either Party's rights or obligations as stated in this Agreement or the other Contract Documents.

25.6 Severability. The Parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any state or federal law or regulation, such provision shall be severable, with the remaining provisions remaining valid and enforceable.

25.7 Force Majeure. Neither Party shall be held responsible to the other for delays caused by Force Majeure Events, nor shall such delays be deemed a breach or default under this Agreement or any of the Contract Documents. Force Majeure Events shall suspend the running of any time periods under this Agreement and either Party may suspend performance of its obligations under this Agreement until any disruption resulting from the Force Majeure Event has been resolved. In no event, however, shall Force Majeure Events excuse either Party's payment obligations under the Contract Documents.

25.8 Disadvantaged Business Enterprises (DBE) (Federal Funded).

(a) In compliance with federal policy, CSXT, and/or its agent, including all Contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Disadvantaged Business Enterprises (DBEs) policy which requires goals to be set and participation to be reported.

(b) Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 Part 26 of the Code of Federal Regulations.

(c) CSXT shall not advertise nor enter into a contract for services performed as part of this Agreement, unless DRPT provides written approval of the advertisement or the contents of the contract.

(d) If CSXT fails to comply with these requirements, DRPT will withhold funding until these requirements are met..

25.9 • Discrimination in Employment. During the performance of this Agreement, CSXT agrees as follows: (a) CSXT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of CSXT; CSXT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, (b) CSXT, in all solicitations or advertisements for employees placed by or on behalf of CSXT, will state that CSXT is an equal opportunity employer, (c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

25.10 Expiration. This Agreement, with the exception of Section 11 (*Operations and Maintenance After Acceptance*), Section 14 (*Payment*), Section 17 (*Offset or Reduction*), Section 20 (*Dispute Resolution*), Section 22.4 (*CSXT Recovery*), Section 22.5 (*Consequences of Termination*), Section 24 (*Indemnification and Debarment*), and Section 25.13 (*Controlling Law*), shall expire at the conclusion or termination of all Work on the Projects.

25.11 DRPT Interest. No member, officer or employee of DRPT shall have any interest, direct or indirect, in this Agreement or the proceeds therefrom.

25.12 Compliance. Each Party shall be responsible for ensuring compliance with all Laws with respect to its rights and obligations under this Agreement, and shall be responsible for any fines, assessments, or other penalties resulting from non-compliance. However, DRPT shall have sole responsibility to review and approve Project documents for NEPA compliance.

25.13 Controlling Law. This Agreement shall be construed and interpreted under the laws of the United States of America and the Commonwealth of Virginia.

25.14 Ethics. The Parties acknowledge that Commonwealth procurement professionals are subject to §2.2-4367 *et. seq*. of the Code of Virginia: Ethics in Public Contracting and State and Local Government Conflict of Interests Act (§2.2-3100 *et. seq*.), the Virginia Governmental Frauds Act (§18.2-498.1 *et. seq*.) and Articles 2 (§18.2-438 *et. seq*.) and 3 (§18.2-446 *et. seq*.) of Chapter 10 of Title 18.2.

26. NOTICES

Notice under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, or by courier, express or overnight delivery, and by confirmed e-mail.

The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

Mailing Address

If to CSXT	CSX Transportation, Inc. 500 Water Street J-340 Jacksonville, FL 32202 Attention: AVP – Engineering	If to DRPT	Virginia Department of Rail and Public Transportation 600 E. Main St. 21st Floor Richmond, VA 23219 Attention: Director
With a copy to	CSX Transportation, Inc. 500 Water Street J-315 Jacksonville, FL 32202 Attention: Assistant Vice President – Network Planning & Joint Facilities	With a copy to	Office of the Attorney General 202 N. 9th St. Richmond, VA 23219 Attention: Transportation Section Chief
With a copy to	CSX Transportation, Inc. 500 Water Street Jacksonville, Florida 32202 Attention: Assistant General Counsel		

(*Signatures appear on following page*)

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST:	**CSX TRANSPORTATION, INC.**
BY: ________________________________	BY: ________________________________
NAME:______________________________	NAME:______________________________
TITLE: _____________________________	TITLE: _____________________________
DATE: _____________________________	DATE: _____________________________

(CSXT SIGNATURE PAGE)

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST:	**VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**
BY: ______________________________	BY: ______________________________
NAME: ___________________________	NAME: ___________________________
TITLE: ___________________________	TITLE: ___________________________
DATE: ___________________________	DATE: ___________________________

(DRPT SIGNATURE PAGE)

EXHIBIT O-2

MASTER CONSTRUCTION AGREEMENT (DRPT)

BETWEEN

CSX TRANSPORTATION, INC.

AND

THE VIRGINIA DEPARTMENT OF RAIL

AND PUBLIC TRANSPORTATION

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MASTER CONSTRUCTION AGREEMENT (DRPT)

THIS MASTER CONSTRUCTION AGREEMENT (DRPT) is made and entered into on the last date executed below (as amended from time to time, this "**Agreement**"), by and between **CSX Transportation, Inc.**, a Virginia corporation having its place of business at 500 Water Street, Jacksonville, Florida 32202 ("**CSXT**"), and the **Virginia Department of Rail and Public Transportation**, a political subdivision of the **Commonwealth of Virginia**, having its place of business at 600 East Main Street, Richmond, Virginia 23219 ("**DRPT**") and their successors or permitted assigns.

RECITALS:

A. DRPT and CSXT (collectively referred to as the "**Parties**," and individually as "**Party**") desire to improve rail safety, capacity, passenger service and the transportation infrastructure within the Commonwealth of Virginia and the District of Columbia by completing certain projects as set forth herein.

B. The Parties have entered into engineering agreements for work to be undertaken by CSXT and DRPT – Master Engineering Agreement (CSXT) and Master Engineering Agreement (DRPT) (the "**Engineering Agreements**"), respectively.

C. The Parties now desire to enter into construction agreements for work to be undertaken by DRPT and CSXT – this Agreement and the Master Construction Agreement (CSXT), respectively.

D. All engineering or construction work performed by CSXT will be governed by the Master Engineering Agreement (CSXT) and the Master Construction Agreement (CSXT), respectively, even if such work relates to a Project being undertaken by DRPT under this Agreement.

It is the purpose of this Agreement to provide for the terms and conditions upon which the Work under this Agreement may proceed.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated in this Agreement by reference, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties do hereby agree to be bound by the following terms and conditions:

1. DEFINITIONS

Capitalized terms used but not otherwise defined herein shall be defined for the purposes of this Agreement as set forth below or as such terms are defined in the Comprehensive Rail Agreement:

Applicable Project Standards – The requirements and standards set forth for a Project in (i) Contract Documents, (ii) CSXT Design and Construction Standards, (iii) Law, and (iv) Governmental Approvals; *provided,* however, that with respect to the design and construction of structures related to the DRPT-owned Long Bridge Improvements and Franconia-Springfield

Bypass, DRPT may elect to apply AREMA's most current recommended practices that are in effect when the applicable project reaches thirty percent (30%) design, so long as it provides for an interoperable freight and passenger rail corridor. CSXT and DRPT may mutually agree to reasonable modifications to AREMA's recommended practices for freight rail that reflect the predominant passenger use of the Long Bridge Improvements and Franconia-Springfield Bypass and the requirement of interoperability.

AREMA – The American Railway Engineering and Maintenance-of-Way Association.

Authorization Notice – The meaning given thereto under the applicable Engineering Agreement.

Business Day – Any day that is not a Saturday, a Sunday, or a federal, Florida or Virginia public holiday.

Code of Virginia – The Code of Virginia of 1950, as amended from time to time.

Commonwealth – The Commonwealth of Virginia.

Comprehensive Rail Agreement – That certain Comprehensive Rail Agreement between DRPT and CSXT, executed on or about March __, 2021, for the sale and purchase of certain rail infrastructure from CSXT to DRPT.

Contract Documents – As set forth in Section 2 (*Contract Documents*), the Comprehensive Rail Agreement, this Agreement and the Project Addendum for each Project, and applicable Modification(s).

Contract Time – The anticipated period of time to complete a Project, as established by the Work Schedule for that Project.

Contractor(s) – Third party contractor(s), including consultants, which may be engaged by DRPT to perform portions of the Work with respect to a given Project.

CSXT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, CSXT, as further described in Exhibit E-1 (*Design, Procurement, and Construction Responsibility Matrix*) of the Comprehensive Rail Agreement.

CSXT Design and Construction Standards – The CSXT design and construction standards that CSXT uses when undertaking design and construction projects at its own cost, including the CSXT standards with respect to grades, degree of curvature, clearances or braking distances in effect as of the original execution date of the Term Sheet; *provided*, that CSXT may modify the CSXT Design and Construction Standards from time to time, *provided*, *further*, that if the CSXT Design and Construction Standards included in a DRPT Assets Project that has reached thirty percent (30%) design are the then-applicable CSXT Design and Construction Standards, CSXT shall not be entitled to alter, amend or modify the CSXT Design and Construction Standards other than as required by Law, without DRPT's approval, which shall not be unreasonably withheld, conditioned or delayed.

CSXT Work Cost – All reasonable and actual costs and expenses, internal and external, direct and incidental, that comply with all Applicable Project Standards, Laws and Funding Agreement terms and conditions, incurred by CSXT in performing its obligations or exercising its rights pursuant to a Project Addendum under this Agreement. Overhead and indirect expenses shall be calculated using audited rates approved by the Federal Highway Administration and/or Federal Railroad Administration, as applicable.

Designated Representative – The persons appointed by DRPT and CSXT, respectively, to represent that Party in connection with a given Project, pursuant to Section 7.1 (*Designation of Representatives*) of this Agreement.

DRPT Assets Projects – Projects where the Work to be performed will involve facilities, land, and/or other property owned entirely by, or under the primary control of, DRPT, as further described in Exhibit E-1 (*Design, Procurement and Construction Responsibility Matrix*) to the Comprehensive Rail Agreement.

Federal Requirements – The provisions required to be part of federal-aid contracts relating to rail projects and applicable to the Project(s).

Final Completion – Completion of all punch list items, and other conditions as applicable, with respect to a given Project following Substantial Completion.

Force Majeure Events – The occurrence of any of the following events that materially and adversely affects the performance of either CSXT's or DRPT's obligations, *provided* that such events (or effects of such events) could not have been avoided by the exercise of reasonable caution, due diligence, or efforts by the affected Party: (a) war (including civil war and revolution), invasion, armed conflict, violent acts of a foreign enemy, military or armed blockage, or military or armed takeover of the Project, in each case occurring within the Commonwealth; (b) any act of terrorism or sabotage that causes direct physical damage to or otherwise directly causes interruption to construction or direct losses during operation of the Project; (c) nuclear explosion or contamination, in each case causing direct physical damage to the Project or radioactive contamination of the Project; (d) riot, strikes, or other labor disputes (including the resolution or settlement of strikes or other labor disputes), and civil commotion on or in the immediate vicinity of the Project including protests; (e) acts of God such as flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes directly physical damage to the Project; (f) fire or explosion not attributable to the fault of CSXT or any Contractor that directly impacts a material element of the physical improvements to the Project or that materially impacts performance of the Work; (g) epidemic or other significant disease that directly impacts the ability to perform the Work; and (h) Construction Emergencies, vandalism, inability to obtain materials or equipment or the authority to use the same, or any other event beyond the reasonable control of either Party, which has the effect of preventing either from timely or properly performing its obligations under this Agreement.

Franconia-Springfield Bypass – The proposed project between CSXT Milepost CFP 96.2 and CFP 98.8, between the Newington and Franconia-Springfield areas of Fairfax County, Virginia, that includes a new grade separated, aerial two-track bridge structure and retained earth embankments, crossing over the existing CSXT double mainline tracks.

Funding Agreement – An agreement between DRPT and a Funding Partner governing such Funding Partner's provision of funding for one or more Projects.

Funding Partners – Those entities other than DRPT providing funding for a Project.

Governmental Approvals – All local, regional, state, and federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, registrations, rulings and other governmental authorizations required to be obtained or completed under Law prior to undertaking any particular activity contemplated by the Contract Documents. The term **"Governmental Approvals**" includes NEPA Documents and the USACE 404 Individual Permit.

Governmental Entity – The government of the United States of America, the District of Columbia, the Commonwealth, the cities and counties within the Commonwealth and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the Commonwealth or the cities and counties within the Commonwealth. However, for the purposes of this Agreement, "Governmental Entity" does not include DRPT.

Joint Operating and Maintenance Agreement – The agreement between DRPT and CSXT, executed on March __, 2021, for the continued operation and maintenance of the Projects following Final Completion.

Law – All laws, treaties, ordinances, judgments, Federal Requirements, decrees, injunctions, writs and order of any Governmental Entity, and all rules, regulations, orders, formal interpretations and permits of any Governmental Entity having jurisdiction over construction of the Project(s), performance of the Work, or operation of the Project(s), or the health, safety, or environmental condition of the Project(s), as the same may be in effect from time to time. Laws include the Code of Virginia.

LE Interlocking – L'Enfant Interlocking at CSXT Milepost CFP 111.5.

Long Bridge Improvements – A series of projects between RO Interlocking in Arlington, Virginia and LE Interlocking in the District of Columbia that includes a second two-track railroad bridge over the Potomac River upstream of the Long Bridge, a series of additional bridges in accordance with the FRA Record of Decision dated August 12, 2020, related track work, and a bicycle and pedestrian bridge or bridges upstream of the new bridge span over the Potomac River.

Master Construction Agreement (CSXT) – That certain agreement between CSXT and DRPT, executed contemporaneously with this Agreement, in which CSXT has agreed to undertake the work contemplated therein.

Master Work Schedule - The critical path method schedule to be maintained by DRPT for all Projects under this Agreement, the Master Construction Agreement (CSXT), the Engineering Agreements, or any other agreements entered into intended to further the purpose of the Comprehensive Rail Agreement.

Maximum Not To Exceed Amount – The maximum amount allocated by DRPT for each Project set forth in the applicable Project Addendum.

Modification(s) – All written and duly executed amendments to the Contract Documents (excluding the Comprehensive Rail Agreement), including amendments to Project Addenda, establishing, modifying or adjusting the Work or the Work Schedule with respect to a given Project.

NEPA – The National Environmental Policy Act, 42 U.S.C. § 4321 *et. seq*., as amended and as it may be amended from time to time.

NEPA Documents – The Environmental Impact Statements (EIS) and Environmental Assessments (EA), as well as Categorical Exclusions (CE) and any other items required by Section 102 in Title I of the National Environmental Policy Act (NEPA).

Project – Each of the set of improvements that will be more specifically described in Project Addenda related to this Agreement. "Projects" shall also include, collectively, CSXT Assets Projects and DRPT Assets Projects.

Project Addendum – A written and duly executed addendum to this Agreement whereby CSXT and DRPT establish, for each Project, the Work to be performed by DRPT, pursuant to Section 3 (*Work and Project Addenda*) of this Agreement, as amended from time to time by Modifications.

Retained RF&P Corridor – The portion of the RF&P Corridor retained by CSXT after CSXT's conveyance of its right, title, and interest in Segment 1 to DRPT pursuant to Section 4.2.1 of the Comprehensive Rail Agreement. "RF&P Corridor" and "Segment 1" have the meaning ascribed to them in the Comprehensive Rail Agreement.

RO Interlocking – The Rosslyn Interlocking at CSXT Milepost CFP 109.9.

Substantial Completion – The achievement of the conditions set forth in the relevant Project Addendum with respect thereto.

Term Sheet – That certain binding term sheet between CSXT and DRPT, dated December 16, 2019 and amended on June 29, 2020 and August 31, 2020.

VPRA – The Virginia Passenger Rail Authority.

Work – All tasks, duties, obligations, services, requirements and activities of whatever kind or nature, express or implied, direct or incidental, to be performed, and all items tangible and intangible, to be provided by DRPT respecting each Project pursuant to this Agreement, including but not limited to administration of the Project and the furnishing of labor, materials, supplies and equipment associated with such Project.

Work Schedule – The critical-path-method schedule prepared by DRPT in collaboration with CSXT and incorporated into the relevant Project Addendum for the Work for a given Project.

Work Windows – Periods when Contractor and/or DRPT forces will have access to DRPT facilities to perform Work on a given Project pursuant to this Agreement, as identified by the applicable Work Schedule, during which time rail operations may be suspended or otherwise modified through all or part of the Project area.

2. CONTRACT DOCUMENTS

2.1 Identification. The Contract Documents for each Project shall consist of the following:

(a) the Comprehensive Rail Agreement;

(b) this Agreement;

(c) Project Addenda; and

(d) any and all applicable Modifications.

2.2 Priority. In the event of conflict among the Contract Documents, the terms of one shall prevail over another in the following order of priority, from highest to lowest:

(a) any and all applicable Modifications;

(b) the relevant Project Addenda;

(c) this Agreement; and

(d) the Comprehensive Rail Agreement.

3. WORK AND PROJECT ADDENDA

3.1 Projects. Projects have been or shall be assigned for construction as between CSXT and DRPT in accordance with Section 14.8, and Exhibit E-1 of the Comprehensive Rail Agreement, which may be amended from time to time. Any variance from the construction responsibilities set forth in Exhibit E-1 to the Comprehensive Rail Agreement shall be handled according to the Comprehensive Rail Agreement. The Parties agree that this Agreement shall be used for any Projects to be constructed by DRPT. The Parties shall use the Master Construction Agreement (CSXT) for any improvements to be constructed by CSXT. Projects constructed by DRPT shall be in accordance with the Contract Documents applicable to each Project unless otherwise specified in the Project Addendum.

3.2 Submission of Project Addendum.

(a) Upon completion of the engineering and design work for each Project pursuant to the applicable Authorization Notice, DRPT shall work collaboratively with CSXT to prepare and submit a Project Addendum to CSXT for its review and comment. Such Project Addendum shall specifically describe the Work to be performed by DRPT and include (i) insurance requirements, (ii) permitting requirements, and (iii) any other information necessary for the performance of the Work.

(b) Upon receipt of the Project Addendum, CSXT shall have 30 days to review the Project Addendum and provide comments. Within 30 days of receipt of CSXT's comments, DRPT shall prepare and resubmit a revised Project Addendum that reflects CSXT's comments that relate to Applicable Project Standards only. DRPT shall incorporate CSXT's comments unless such comments, in DRPT's reasonable opinion, are not necessary to comply with Applicable Project Standards. In the event that CSXT does not agree with DRPT's determination as to whether its comments are necessary to comply with Applicable Project Standards, CSXT may submit such dispute for resolution in accordance with Section 12 (*Dispute Resolution*). Upon the satisfaction of DRPT and CSXT of the contents of the Project Addendum, the Parties shall execute the Project Addendum.

(c) DRPT shall have the right to abandon a Project at any time before commencement of Work on that Project.

4. SCOPE OF WORK

4.1 Scope. DRPT agrees that it will perform, or cause to be performed, all Work referenced in the Project Addendum for each Project. Such Work shall be performed in accordance with the Applicable Project Standards.

4.2 Entry and Inspection.

(a) With respect to the Retained RF&P Corridor, subject to DRPT's prior coordination with CSXT, DRPT may have its employees, consultants and Contractors enter any location where Work is being performed for the purpose of: (i) observing the Work or (ii) exercising any right or performing any obligation that DRPT has under this Agreement or Contract Documents. Prior to such entry to the Retained RF&P Corridor, CSXT may require DRPT's consultants and Contractors to execute CSXT's standard Right of Entry Agreement (exclusive of any environmental matters governed by the environmental Right of Entry Agreement dated February 25, 2020, executed by the Parties). If DRPT employees wish to enter the Retained RF&P Corridor for the purpose of observing or inspecting the Work, then they will either need to execute a Right of Entry Agreement, or DRPT will need to provide insurance for CSXT's benefit that covers the risk of injury or death of any of its employees with combined limits of at least [redacted] Dollars ($[redacted]) per occurrence. Such insurance requirement may be satisfied by the insurance procured by DRPT pursuant to Section 13.3 of the Joint Operating and Maintenance Agreement.

(b) With respect to property owned or controlled by DRPT, CSXT may at reasonable times and upon reasonable notice to DRPT, enter any location where Work is being performed for the purpose of: (i) observing the Work; (ii) monitoring compliance by DRPT with its obligations under this Agreement and the Contract Documents, or (iii) exercising any right or performing any obligation that CSXT has under this Agreement or Contract Documents.

(c) When exercising this right, CSXT shall do so in a manner that: (i) does not unreasonably interfere with DRPT's performance of the Work or exercise of its rights under this

Agreement or the Contract Documents; and (ii) complies with DRPT's reasonable site access and work health and safety policies and procedures.

4.3 Permits and Approvals. The Parties shall obtain permits and Governmental Approvals as described and required in the permitting plan attached to each Project Addendum. If requested by DRPT, CSXT shall assist DRPT in obtaining any required permits.

4.4 Change in Scope - Generally.

(a) Either Party may request a change in the scope of the Work by submitting a written request to the other Party for a Modification using the procedures set forth in Section 4.5 (*Change in Scope – Additional Work*) below. All requests shall set forth a complete description of the proposed change and such other information as may be appropriate or required by other Sections of this Agreement.

(b) Except as otherwise set forth herein, CSXT shall have the right to refuse to accept any request that would cause the relevant Work to (i) materially adversely affect freight and/or passenger rail operations, (ii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or (iii) materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material). In the event that DRPT does not agree whether the request would cause the relevant Work to (i) materially adversely affect freight and/or passenger rail operations, (ii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor, or (iii) materially conflict with Applicable Project Standards, DRPT may submit such dispute for resolution in accordance with Section 12 (*Dispute Resolution*).

(c) DRPT shall have the right, in its sole discretion, to reject any request unless such rejection would cause the relevant Work to materially conflict with the Applicable Project Standards.

4.5 Change in Scope - Additional Work.

(a) If DRPT identifies additional Work that is required in order to meet the intent of the Project and that is not specifically identified in the applicable Project Addendum, but which is necessary for carrying out the intent of a given Project, DRPT shall submit a request to CSXT for a Modification. Such Modification shall include a description of the additional Work to be performed in specific detail to enable CSXT to evaluate the request. CSXT shall evaluate the Modification, only taking into account whether the change in scope of Work would cause the relevant Work to (i) materially conflict with Applicable Project Standards (any conflict with Law shall be deemed material), (ii) materially adversely affect freight and/or passenger rail operations, or (iii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor.

(b) Promptly after receiving DRPT's Modification request, the Parties shall meet to discuss the matters referred to such request. During such discussions, DRPT and CSXT may propose changes to the Modification request. CSXT shall promptly approve the Modification by executing and delivering such Modification to DRPT, or reject the Modification on the basis that it would cause the relevant Work to (i) materially conflict with Applicable Project Standards,

(ii) materially adversely affect freight and/or passenger rail operations, or (iii) materially adversely affect any other rights of CSXT with respect to the Project or the Retained RF&P Corridor. The Parties will use commercially reasonable efforts to resolve Modification requests promptly, the speed of which will be determined by the immediacy of the need for Modification.

(c) In the event the Modification will cause the funds needed to complete the applicable Project to exceed the Maximum Not To Exceed Amount, DRPT and CSXT shall meet in accordance with Section 4.5(b) (*Change in Scope – Additional Work*) to determine in good faith whether: (i) the scope of Work can be reduced so as not to exceed the Maximum Not To Exceed Amount, while maintaining the quality and meeting the intent of the Project; (ii) additional funds can be procured in order to pay for the amount in excess of the Maximum Not To Exceed Amount; or (iii) the Project should be suspended or terminated. In the event DRPT and CSXT cannot reduce the scope of Work or acquire additional funding, either Party may suspend performance or terminate the Contract Documents as it relates to the relevant Project.

5. PROJECT TIME FRAME

5.1 Work Schedule.

(a) DRPT shall develop and maintain a Master Work Schedule for completion of all Projects under this Agreement or any other agreements that further the purpose of the Comprehensive Rail Agreement.

(b) DRPT, and/or its Contractors, shall make commercially reasonable efforts to complete the Work addressed in the relevant Project Addendum in accordance with the Contract Time and Work Schedule.

(c) DRPT and CSXT shall collaborate to establish the Work Schedule, together with Contract Time and Work Windows, for a given Project, taking into account, among other things, the Work Schedules for all other Projects, the efficient utilization of the Parties' resources, and the effects of the Work on freight and passenger rail services. Such Work Schedule shall be consistent with the Master Work Schedule.

(d) The Parties understand that, from time to time during the construction of Projects and in furtherance of safe and efficient implementation of the Work required of DRPT, DRPT may require temporary suspensions or modifications to commuter, passenger, or freight operating schedules, and the Work Schedules may contemplate that certain phases of the Work will necessitate delays to such services; *provided*, however, no suspension or modification to a freight schedule will be permitted without CSXT's written consent, which may be given or withheld in its sole discretion. The Parties agree that any changes to the Work Schedule that affect one or more Contract Time(s) shall be approved by both Parties using the procedures for a change in the scope of Work set forth in Section 4 (*Scope of Work*) prior to implementation of a revised Work Schedule. DRPT may amend the Work Schedule without CSXT approval if such amendment does not suspend or modify a freight schedule as provided above, and does not impact one or more Contract Time(s), in which case DRPT will provide notice to CSXT of amendments to the Work Schedule in its Project evaluation reports.

5.2 Work Windows. DRPT and its Contractors will require access to CSXT's property and facilities to perform the Work, in accordance with CSXT's rules, and such access will only occur during certain established Work Windows. CSXT recognizes that initial bids from successful Contractors will be based on a Work Schedule and Work Windows during which DRPT has indicated that DRPT and the Contractors may expect to have access to the Project site to perform the Work, but CSXT expressly recognizes that such Work Windows may change under reasonable circumstances, and subject to Section 5.1(d) (*Work Schedule*). Accordingly, the Parties recognize and agree that changes to Work Windows, the Contract Time and Work Schedule, may be necessary during the course of performing the Work. DRPT may make temporary changes to the Work Windows without approval from CSXT so long as: (i) such changes do not affect the critical path of the Work Schedule; (ii) it provides at least thirty (30) days' notice to CSXT; and (iii) it does not suspend or modify a freight schedule as provided in Section 5.1(d) (*Work Schedule*). Any other changes to the Work Windows require mutual consent of the Parties.

6. PROJECT REVIEWS

6.1 Meetings. The Parties agree to hold at least monthly Project review meetings to be scheduled at the convenience of the Parties to conduct Project coordination and discuss and review Project progress. Such meetings shall be attended by CSXT's Designated Representative and DRPT's Designated Representative, and be governed and guided by DRPT's Designated Representative.

6.2 Project Evaluation Reports. After commencement of each Project, DRPT's Designated Representative or its designee will provide CSXT's Designated Representative with a written Project evaluation report on a monthly basis, to be discussed at each Project review meeting described in Section 6.1 (*Meetings*). Such report shall: (i) describe the progress of the Work, to include (a) a percentage of the Work completed, (b) any short-term and long-term concerns as required by federal regulations governing reimbursement of federal funding in each Project Addendum, and (c) any anticipated completion dates, (ii) identify any issues that appear at the time of the report likely to require the Parties to execute a Modification for that Project, (iii) provide any updates to the baseline Work Schedule (in .pdf and native format); and (iv) include any additional information required to satisfy reporting requirements by Funding Partners.

7. DESIGNATED REPRESENTATIVES

7.1 Designation of Representatives. By the Project Addendum for each Project, DRPT and CSXT shall identify its Designated Representative who shall serve as its primary point of contact with respect to such Project. The Parties may also identify secondary representatives who will receive copies of all correspondence on such Project.

7.2 DRPT's Designated Representative. All Modifications will require the signature of either DRPT's Chief of Rail or his/her designee. DRPT's Designated Representative for a given Project shall be available during all working hours to confer with CSXT's Designated Representative.

7.3 CSXT's Designated Representative. CSXT's Designated Representative for a given Project shall be available during all working hours to confer with DRPT's Designated Representative.

8. OPERATION AND MAINTENANCE AFTER ACCEPTANCE

Following Final Completion of a given Project, operation and maintenance of said Project shall be governed by the provisions of the Joint Operating and Maintenance Agreement, unless otherwise stated in the Project Addendum.

9. PROJECT COMPLETION

9.1 Substantial Completion.

(a) DRPT shall provide written notice to CSXT when it anticipates achieving Substantial Completion at least fifteen (15) Business Days prior to the anticipated date for Substantial Completion, so as to allow CSXT sufficient time to commence its review of those Substantial Completion conditions that are (i) directly related to Applicable Project Standards and (ii) capable of being reviewed at the time of such notice. The notice shall include a list of all conditions directly related to Applicable Project Standards that will be satisfied and a proposed punch list. Any failure of DRPT to include a condition directly related to Applicable Project Standards on such list or an item on the proposed punch list shall not relieve DRPT of its obligations to complete the Work in accordance with the Applicable Project Standards.

(b) No later than ten (10) Business Days prior to satisfying the conditions for Substantial Completion, DRPT and CSXT shall meet and confer to confirm the list of conditions directly related to Applicable Project Standards is in accordance with the Project Addendum with respect to the Project. Following the initial meeting, DRPT and CSXT shall meet, confer, and exchange information on a regular basis to allow for CSXT's timely inspection of the relevant design and construction documents, conditions for achievement of Substantial Completion directly related to Applicable Project Standards, and any other relevant information.

(c) DRPT shall provide written notice to CSXT once it has satisfied all conditions to Substantial Completion directly related to Applicable Project Standards. Within fifteen (15) Business Days of receiving DRPT's notice, CSXT shall inspect design and construction documents and any other documents and conduct such investigation as CSXT deems necessary to evaluate whether DRPT has satisfied all conditions to Substantial Completion directly related to Applicable Project Standards. CSXT shall: (i) if all applicable conditions to Substantial Completion directly related to Applicable Project Standards have been satisfied, issue a written certificate that certifies that DRPT has achieved Substantial Completion, or (ii) if any applicable conditions to Substantial Completion directly related to Applicable Project Standards have not been satisfied, notify DRPT in writing of the reasons why Substantial Completion has not been achieved. Upon and following Substantial Completion, DRPT shall continue to complete remaining Work listed on a corresponding punch list as it progresses the Work toward Final Completion.

(d) If any condition to Substantial Completion directly related to Applicable Project Standards has not been satisfied, DRPT may resubmit a notice in accordance with

Section 9.1(a) (*Substantial Completion*) once the relevant condition has been satisfied and Section 9.1(c) (*Substantial Completion*) shall apply. Such process will be repeated until CSXT issues a written certificate that certifies that DRPT has achieved Substantial Completion.

(e) If DRPT does not agree with CSXT's determination as to whether a condition to Substantial Completion directly related to Applicable Project Standards has been achieved, DRPT may submit such dispute for resolution in accordance with Section 12 (*Dispute Resolution*).

9.2 Final Completion. CSXT shall conduct a review and issue a certificate of Final Completion using the procedures set forth in Section 9.1 (*Substantial Completion*), *mutatis mutandis*.

10. COSTS AND PAYMENT

10.1 Payments. DRPT shall pay CSXT for all CSXT Work Costs incurred under this Agreement. Payments shall be made by DRPT to CSXT upon approval of an invoice. Such invoice shall include: (i) the hourly rates of, and hours worked by, CSXT personnel, (ii) all actual expenses incurred during the period of the invoice, (iii) a certification that the hours worked and the costs incurred are accurate and reflect the total amount due to CSXT for the period of the invoice, and (iv) any supporting documentation evidencing the actual costs incurred during the period of the invoice. DRPT reserves the right to request additional supporting documentation to substantiate any amounts specified in the invoice. DRPT shall remit payment to CSXT within a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such invoice to DRPT. CSXT agrees that it shall bear all Work Costs that it is unable to reasonably substantiate actual costs or any costs that have been deemed unallowable by DRPT. CSXT further agrees that it will not submit invoices for payment more frequently than once every thirty (30) days. Payment shall be subject to correction at the time of any final audit.

10.2 Payment Remedies.

(a) In the event that DRPT fails to pay to CSXT undisputed sums due under the Agreement DRPT shall pay CSXT interest at a variable rate per annum at all times equal to the prime rate of interest announced publicly by *The Wall Street Journal* (or its successor) on the delinquent sum until paid in full in accordance with Virginia Code § 2.2-4355 of the Virginia Public Procurement Act.

(b) All invoices from CSXT shall be delivered to DRPT in accordance with Section 17 (*Notices*) of this Agreement. All payments by DRPT to CSXT shall be made by electronic funds transfer, where possible, otherwise by certified check, referencing the invoice number(s) for which payment is made, mailed to the following address or such other address as designated by CSXT's notice to DRPT:

CSX Transportation, Inc.
PO BOX 530192
Atlanta, GA 30353-0192

11. INSURANCE

DRPT or its Contractor as applicable shall procure and maintain insurance, in form and substance acceptable to CSXT and DRPT, during the performance of the Work, as more particularly described in the Project Addendum for each Project. The Parties agree all such insurance will include coverage liabilities or claims arising out of construction activities occurring within close proximity (within fifty feet) of DRPT property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. Execution of the Project Addendum shall constitute CSXT's approval of the form and substance of the insurance for the Project.

12. DISPUTE RESOLUTION

The Parties shall utilize the dispute resolution procedures set forth in Article 24 (*Dispute Resolution*) of the Comprehensive Rail Agreement. Each Party shall be responsible for its own costs with respect to engaging in dispute resolution under this Agreement.

13. PROVISIONS REQUIRED BY FUNDING PARTNERS

The Parties agree to add to any Project Addendum those provisions required by one or more Funding Partners for the corresponding Project. The Funding Partner requirements must be communicated and included in the Project Addendum prior to execution of the Project Addendum by DRPT.

14. TERMINATION OF AGREEMENT

14.1 Termination by CSXT. In addition to the rights and remedies of CSXT pursuant to the Contract Documents or as may be available under Law, including Section 4.5 (*Change in Scope – Additional Wor*k) and Section 10.2 (*Default Remedies*), CSXT may suspend its obligations with respect to this Agreement immediately upon written notice to DRPT, only if DRPT shall materially breach or default with respect to the Contract Documents for that certain Project. If such material breach or default remains uncured for a period of 365 days following receipt of CSXT's written notice, CSXT may terminate this Agreement and/or the associated Contract Documents with respect to the affected Projects. For avoidance of doubt, CSXT may not terminate a Project for which a material breach or default has been committed with respect to another Project.

14.2 Termination by DRPT. At any time DRPT may terminate the Work on a Project and the associated Contract Documents by delivery of written notice to CSXT, which termination shall be effective as of the date set forth in such notice, for any reason, including (i) CSXT's failure to perform its obligations under the Contract Documents; (ii) DRPT's determination that such termination is in the best interests of DRPT; (iii) executive orders of the President of the United States relating to the prosecution of war or national defense, or a national emergency which creates a serious shortage of materials; (iv) orders from duly constituted authorities relating to energy conservation; or (v) a restraining order or injunction obtained by third-party citizen action, relating to national or local environmental protection laws.

14.3 Termination of the Comprehensive Rail Agreement. In the event the Comprehensive Rail Agreement is terminated, this Agreement and all Contract Documents shall immediately terminate.

14.4 Consequences of Termination. Notwithstanding the termination of any or all Projects or the associated Contract Documents, the provisions of Section 8 (*Operations and Maintenance After Acceptance*), Section 10 (*Costs and Payment*), Section 12 (*Dispute Resolution*), Section 15 (*Indemnification*) and Section 16.11 (*Controlling Law*) shall survive. Furthermore, nothing in this Agreement shall alter, modify or diminish the requirement that the Projects in Phase 2 under the Comprehensive Rail Agreement be completed in order for additional passenger trains to be added to the Service Plan.

15. INDEMNIFICATION

Indemnification for the benefit of CSXT shall be governed by the Comprehensive Rail Agreement. In addition, DRPT shall require its Contractors to defend, indemnify, and hold harmless CSXT, its respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damages and/or liabilities of any nature in connection with such Contractors' performance of the Work. CSXT shall not be responsible for any damages, claims, or other liabilities, which may be initiated by third parties.

16. MISCELLANEOUS

16.1 Benefit. The provisions of this Agreement shall inure to the benefit of, and bind the permitted successors and assigns of DRPT and CSXT, but shall not inure to the benefit of any other party or other persons.

16.2 Assignment. Assignment of this Agreement, whether by DRPT to the VPRA or any other entity, or by CSXT, will be permitted under the same terms and conditions as provided in the Comprehensive Rail Agreement, *mutatis mutandis*.

16.3 Complete Understanding. The Parties agree that this Agreement, as supplemented by the Comprehensive Rail Agreement, Project Addenda, Amendments, and/or Modifications, embodies the complete understanding of the Parties with respect to the construction of the Projects and supersedes other prior or contemporaneous, written or oral agreements, understandings and negotiations with respect to the construction of the Projects, including the Term Sheet.

16.4 Amendment. This Agreement and the other Contract Documents may be amended only by a written instrument signed by both Parties. Both Parties acknowledge that this Agreement and other Contract Documents may require amendments based on negotiations between DRPT and its Funding Partners. CSXT agrees to work cooperatively with DRPT to assess whether or not amendments are required to this Agreement and other Contract Documents to comply with the requirements of DRPT's Funding Partners and to negotiate any such amendments in good faith, without obligation to agree to any amendment.

16.5 Waiver. If DRPT or CSXT should fail to enforce their respective rights under this Agreement or the other Contract Documents, or fail to insist upon the performance of other Party's obligations, such failure shall not be construed as a permanent waiver of either Party's rights or obligations as stated in this Agreement or the other Contract Documents.

16.6 Severability. The Parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any state or federal law or regulation, such provision shall be severable, with the remaining provisions remaining valid and enforceable.

16.7 Force Majeure. Neither Party shall be held responsible to the other for delays caused by Force Majeure Events nor shall such delays be deemed a breach or default under this Agreement or any of the Contract Documents. Force Majeure Events shall suspend the running of any time periods under this Agreement and either Party may suspend performance of its obligations under this Agreement until any disruption resulting from the Force Majeure Event has been resolved. In no event, however, shall Force Majeure Events excuse either Party's payment obligations under the Contract Documents.

16.8 Expiration. This Agreement, with the exception of Section 8 (*Operations and Maintenance After Acceptance*), Section 10 (*Costs and Payment*), Section 12 (*Dispute Resolution*), Section 14.4 (*Consequences of Termination*), Section 15 (*Indemnification*), and Section 16.11 (*Controlling Law*), shall expire at the conclusion or termination of all Work on the Projects.

16.9 DRPT Interest. No member, officer or employee of DRPT shall have any interest, direct or indirect, in this Agreement or the proceeds therefrom.

16.10 Compliance. Each Party shall be responsible for ensuring compliance with all Laws with respect to its rights and obligations under this Agreement, and shall be responsible for any fines, assessments, or other penalties resulting from non-compliance. However, DRPT shall have sole responsibility to review and approve Project documents for NEPA compliance.

16.11 Controlling Law. This Agreement shall be construed and interpreted under the laws of the United States of America and the Commonwealth of Virginia.

16.12 Ethics. The Parties acknowledge that Commonwealth procurement professionals are subject to §2.2-4367 *et. seq*. of the Code of Virginia: Ethics in Public Contracting and State and Local Government Conflict of Interests Act (§2.2-3100 *et. seq*.), the Virginia Governmental Frauds Act (§18.2-498.1 *et. seq*.) and Articles 2 (§18.2-438 *et. seq*.) and 3 (§18.2-446 *et. seq*.) of Chapter 10 of Title 18.2.

17. NOTICES

Notice under this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, or by courier, express or overnight delivery, and by confirmed e-mail.

The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

Mailing Address

If to CSXT	CSX Transportation, Inc. 500 Water Street J-340 Jacksonville, FL 32202 Attention: AVP – Engineering	If to DRPT	Virginia Department of Rail and Public Transportation 600 E. Main St. 21st Floor Richmond, VA 23219 Attention: Director
With a copy to	CSX Transportation, Inc. 500 Water Street J-315 Jacksonville, FL 32202 Attention: Assistant Vice President – Network Planning & Joint Facilities	With a copy to	Office of the Attorney General 202 N. 9th St. Richmond, VA 23219 Attention: Transportation Section Chief
With a copy to	CSX Transportation, Inc. 500 Water Street Jacksonville, Florida 32202 Attention: Assistant General Counsel		

(*Signatures appear on following page*)

IN WITNESS WHEREOF, this Agreement has been executed the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST:	**CSX TRANSPORTATION, INC.**
BY:______________________________	BY:___________________________
NAME:___________________________	NAME:________________________
TITLE:___________________________	TITLE:________________________
DATE:___________________________	DATE:________________________

(CSXT SIGNATURE PAGE)

IN WITNESS WHEREOF, this Agreement has been executed the day and year set out below, on the part of DRPT and CSXT by authority duly given.

ATTEST:

BY:______________________________

NAME:___________________________

TITLE:___________________________

DATE:___________________________

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

BY:___________________________

NAME:________________________

TITLE:________________________

DATE:________________________

(DRPT SIGNATURE PAGE)

EXHIBIT P

FORM OF VPRA ASSIGNMENT AGREEMENT

THIS VPRA ASSIGNMENT AGREEMENT is made and entered into as of this [●] day of [●], 2021, by and between the **VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION,** a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "**DRPT**"), and the **VIRGINIA PASSENGER RAIL AUTHORITY**, a body corporate and political subdivision of the Commonwealth of Virginia (hereinafter referred to as "**VPRA**"). DRPT and VPRA hereinafter are referred to collectively as the "**Parties**".

RECITALS

WHEREAS, DRPT and CSX Transportation, Inc., a Virginia corporation ("**CSXT**"), have entered into the following agreements (collectively, the "**DRPT-Assigned Agreements**"):

1. [●];

WHEREAS, the DRPT-Assigned Agreements allow DRPT to assign unilaterally to VPRA the DRPT-Assigned Agreements, and the Parties desire now for DRPT to make such assignment.

AGREEMENT

NOW, THEREFORE, DRPT hereby assigns the DRPT-Assigned Agreements to VPRA. All references to DRPT within the DRPT-Assigned Agreements are hereby deleted and replaced with VPRA, unless the context clearly indicates otherwise. VPRA agrees to step into the place of DRPT with respect to the DRPT-Assigned Agreements, to be bound by the DRPT-Assigned Agreements with CSXT as the contractual counterparty, to be responsible for and to fulfill the obligations of DRPT within the DRPT-Assigned Agreements, and to be availed of all the rights of DRPT within the DRPT-Assigned Agreements. This VPRA Assignment Agreement shall be effective upon its execution by the signatories below. The Parties agree to notify CSXT of the execution of this VPRA Assignment Agreement within five days after its execution.

[*SIGNATURE PAGE TO FOLLOW*]

Execution Version

VIRGINIA DEPARTMENT OF RAIL
AND PUBLIC TRANSPORTATION

By: _______________________________

Name: _____________________________

Title: ______________________________

VIRGINIA PASSENGER RAIL AUTHORITY

By: _________________________________

Name: ______________________________

Title: _______________________________

[*SIGNATURE PAGE FOR VPRA ASSIGNMENT AGREEMENT*]

EXHIBIT Q

INTENTIONALLY OMITTED

EXHIBIT R

Core Terms of the Second Amended and Restated Operating/Access Agreement between CSXT and the Commissions

1. **Access Fee** – An Access Fee of $[redacted] per train mile, which may be escalated beginning no earlier than July 1, 2021 as provided below

2. **Escalation Cap** – A cap on the annual escalation of the “Contract Fee” (inclusive of the Access Fee) of no more than the greater of the following amounts:
    a. four percent (4%), calculated on the Contract Fee in effect the previous year; or
    b. the increase in the CPI Urban Wage Earners and Clerical Workers for Washington, D.C. – Maryland – Virginia

3. **Term** – A term of years co-terminus with the Joint Operating and Maintenance Agreement

4. **Service** – Permitting the current commuter rail service as of the execution date of the Comprehensive Rail Agreement, and the additional commuter rail service contemplated by the Comprehensive Rail Agreement and the Joint Operating and Maintenance Agreement (but subject to the conditions of said agreements)

5. **Cure Rights** – Cure rights running in favor of DRPT as contemplated by Section 14.1 of the Comprehensive Rail Agreement

6. **Master Lease Amendment** – An amended master lease agreement between CSXT and the Commissions with the following features:
    a. A term of years co-terminus with the Joint Operating and Maintenance Agreement
    b. Continued access rights with respect to any station sites and assets leased to the Commissions by CSXT as of the effective date of the Comprehensive Rail Agreement for which CSXT will retain title
    c. As of Sale Date 1, the Commissions being relieved of their obligation to pay rent for:
        i. any station sites and assets leased to the Commissions by CSXT as of the effective date of the Comprehensive Rail Agreement for which CSXT will retain title, and
        ii. any additions to or expansions of the station sites at the Alexandria, Franconia, Quantico, and Fredericksburg stations sites that are advanced beyond conceptual design (30%) phase as of the execution date of the Comprehensive Rail Agreement – but future additions to or expansion of the station sites may be subject to market rent to be paid by the Commissions

7. **Other Terms** – For the avoidance of doubt, except as set forth above, CSXT is not obligated to alter any of the rights to which it is entitled under the current Operating

Agreement (CSXT/Commissions), including without limitation, liability, indemnity and insurance.

EXHIBIT S

Track Separation – Phases 3 and 4 and Future Phases

Section 1 – Obstacles where structures will not be modified (locations below are approximate) to achieve greater track separation; but where 20% of initial Estimated Construction Costs is available to explore methods (other than modification to obstacles) to achieve greater separation:

- Van Dorn Street Bridge – Enhanced Val Map – EV-024
- WMATA Flyover Bridge (does not include crash walls or crash protection for bridge piers) - Enhanced Val Map - EV-022 – EV-023
- Eisenhower Connector Bridge - Enhanced Val Map – EV-021 – EV-022
- Eisenhower Avenue Bridge - Enhanced Val Map – EV-021
- Norfolk Southern Bridge - Enhanced Val Map – EV-021
- Interstate 95/64 NB and SB - Enhanced Val Map – EV-225

Section 2 – Other obstacles and locations where modifications will be considered as part of baseline design, as necessary, to allow for a three and four-track railroad corridor (locations below are approximate):

- Occoquan River Third Track – Enhanced Val Map – EV-051
- Powell's Creek to Neabsco Creek Third Track - Enhanced Val Map – EV-063 – EV-067
- Arkendale to Powell's Creek – Enhanced Val Map EV-067 – EV-085
- Potomac Creek Third Track North – Enhanced Val Map EV-093 – EV-098
- White Oak Road Bridge – Enhanced Val Map EV-109
- Blue and Grey Parkway / Rappahannock River Third Track – Enhanced Val Map EV-112 – EV115
- Fredericksburg Interlocking to Crossroads Interlocking – Enhanced Val Map EV-123
- Rodgers Clark Boulevard – Enhanced Val Map EV-152
- Interstate 64 SB and NB – Enhanced Val Map EV-219
- Chamberlayne Avenue (Route 1/ Route 301) – Enhanced Val Map EV-226
- Interstate 64 SB and NB, and Leigh Street – Enhanced Val Map EV-228-229
- Interstate 95 – Enhanced Val Map EV-233
- Chippenham Parkway SB and NB – Enhanced Val Map EV-243
- Route 288 (World War II Memorial Highway) – Enhanced Val Map EV-251
- James River Connection – Enhanced Val Map EV-235 – EV-242, EV-278 – EV-283, Enhanced Val Map EV-254 – EV-255, EV-275 – EV-276

Section 3 – Location(s) where tracks will not be separated to achieve greater track separation:

Downtown Ashland Virginia – Enhanced Val Map EV-195 – EV-199

Exhibit C

CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A PROTECTIVE ORDER

[Confidential Joint Operating and Maintenance Agreement – Filed Under Seal]

Execution Version

JOINT OPERATING AND MAINTENANCE AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

and

THE VIRGINIA DEPARTMENT OF RAIL

AND PUBLIC TRANSPORTATION

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Exhibits

EXHIBIT A	**Access to CSXT Engineering Standards**
EXHIBIT B	**Passenger Schedules**
EXHIBIT C	**Service Optimization and Implementation Plan**

Execution Version

JOINT OPERATING AND MAINTENANCE AGREEMENT

THIS JOINT OPERATING AND MAINTENANCE AGREEMENT (as may be amended, modified or supplemented from time to time, this **"Agreement")** is by and between the **VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION ("DRPT")** and **CSX TRANSPORTATION, INC. ("CSXT")** and is dated and effective as of March 26, 2021. CSXT and DRPT hereinafter sometimes may be referred to collectively as the "**Parties**" or individually as a "**Party**."

RECITALS:

WHEREAS, DRPT desires to provide (i) improved intercity and commuter passenger service in eastern Virginia primarily between Washington, D.C. and Richmond through the separation of freight and passenger operations over railroad rights of way currently owned by, or under the primary control of, CSXT and (ii) improved intercity, commuter passenger, and freight rail services in other areas of Virginia, over specified railroad rights of way also currently owned by, or under the primary control of, CSXT (collectively, "**CSXT's ROW**");

WHEREAS, DRPT has negotiated with CSXT to purchase a portion of CSXT's ROW and other rights to specified railroad assets, to design and construct certain improvements within the hereinafter defined RF&P Corridor for the benefit of one or both Parties, to increase intercity and commuter passenger trains operating in the RF&P Corridor before and after completion of those improvements and to address operational matters (the "**Transaction**");

WHEREAS, on December 16, 2019, the Parties executed a binding term sheet, subsequently amended on June 29, 2020 and August 31, 2020 (together, the "**Term Sheet**");

WHEREAS, DRPT also has negotiated with CSXT to purchase that portion of CSXT's ROW hereinafter defined as Segment 2, and the Parties have agreed that, except where Segment 2 is expressly referenced herein, Segment 2 is not governed by this Agreement;

WHEREAS, DRPT also has negotiated with CSXT to purchase that portion of CSXT's ROW hereinafter defined as Segment 3;

WHEREAS, to implement the Transaction, the Parties have executed a Comprehensive Rail Agreement;

WHEREAS, the Comprehensive Rail Agreement provides that the Parties enter into a Joint Operating and Maintenance Agreement to define the roles and responsibilities of each Party for the operation of its trains on the RF&P Corridor and Segment 3 and provide for maintenance of the RF&P Corridor and Segment 3; and

WHEREAS, the principles set forth in Section 1.2.2 (*Purpose and Objectives*) of the Comprehensive Rail Agreement apply to this Agreement.

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

ARTICLE 1. Definitions

When used in this Agreement, the following capitalized terms shall have the following meanings. Additionally, terms capitalized but not defined herein (if any) will have the meaning ascribed to them in the Definitive Agreements.

"**AF Interlocking**" means the Alexandria-Fredericksburg Interlocking at CSXT Milepost CFP 104.3.

"**Agreement**" shall have the meaning ascribed in the Preamble.

"Amtrak" means the National Railroad Passenger Corporation and its successors or assigns.

"**Amtrak Fee**" shall have the meaning given to it in the definition of Maintenance and Dispatch Fee.

"**Amtrak Long Distance Trains**" means any intercity passenger rail route or service operated by Amtrak in the Commonwealth of Virginia other than Amtrak Commonwealth-Supported Trains.

"**Amtrak Commonwealth-Supported Trains**" means any intercity passenger rail route or service of not more than 750 miles operated by Amtrak in the Commonwealth of Virginia and funded in part by the Commonwealth pursuant to Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 Stat. 4848.

"Ancillary Agreements" means, collectively, the Assignment and Assumption Agreement, VPRA Assignment Agreement, the Inspection Right of Entry Agreement, the Environmental Right of Entry Agreement, this Joint Operating and Maintenance Agreement, and the Engineering and Construction Agreements, as each Ancillary Agreement may be modified, amended or supplemented from time to time.

"**AREMA Recommended Practices**" means American Railway Engineering and Maintenance-of-Way Association recommended practices for the design of Capital Improvements.

"**BBRC**" means the Buckingham Branch Railroad Company.

"**BBRC Lease Agreement**" shall have the meaning ascribed in Exhibit A (*Definitions*) of the Comprehensive Rail Agreement.

"Business Day(s)" means that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the Commonwealth of Virginia or the United States Government.

"Capital Improvement" or "Capital Improvements" means design, construction, renewal, replacement, or material modification or rehabilitation of track, and any structures or things necessary for the support or use thereof, including signals and communications systems, but excluding aesthetic improvements or maintenance work conducted in the ordinary course of business.

"**Commissions**" means the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission.

"**Complete Separation**" shall have the meaning ascribed in Section **3.6.1**.

"**Comprehensive Rail Agreement**" shall have the meaning ascribed in the Recitals.

"Corridor" shall mean, collectively, the RF&P Corridor, Segment 2 and Segment 3.

"**CSXT**" shall have the meaning ascribed in the Preamble.

"**CSXT Engineering Standards**" means the CSXT design and construction standards that CSXT uses when undertaking design and construction projects at its own cost, including the CSXT standards with respect to grades, degree of curvature, clearances or braking distances in effect as of the original execution date of the Term Sheet; *provided*, that CSXT may modify the CSXT Design and Construction Standards from time to time, and *provided*, *further*, that if the CSXT Design and Construction Standards included in a DRPT Assets Project that has reached thirty percent (30%) design are the then-applicable CSXT Design and Construction Standards, CSXT shall not be entitled to alter, amend or modify the CSXT Design and Construction Standards other than as required by Law, without DRPT's approval, which shall not be unreasonably withheld, conditioned or delayed. The CSXT Engineering Standards have been separately provided with access as noted in Exhibit A (*Access to CSXT Engineering Standards*).

"**CSXT Operating Rules**" shall mean the rules contained in the then current publication entitled "CSXT Employee Operating Manual."

"**CSXT-Retained Portion of the RF&P Corridor"** means that portion of the RF&P Corridor not included in Segment 1.

"**CSXT's ROW**" shall have the meaning ascribed in the Recitals.

"Definitive Agreements" shall mean the Comprehensive Rail Agreement and the Ancillary Agreements.

"Description of Work" shall have the meaning ascribed in Section **8.2**.

"**Dispute**" means any claim, dispute, disagreement or controversy between CSXT and DRPT concerning their respective rights and obligations under this Agreement, including any alleged breach or failure to perform any remedy under this Agreement.

"**DRPT**" shall have the meaning ascribed in the Preamble.

"**DRPT Operating Rules**" shall mean the operating rules adopted pursuant to Section **11.1**, as thereafter amended.

"**Effective Date**" shall have the meaning ascribed in the Preamble.

"**Emergency**" means a train collision, grade crossing accident, derailment, track washout, broken rail or switch, structure failure, signal system failure or outage, disabled train or any other condition of track, signal system or rolling equipment that renders a Party's railroad system inoperable, for the reasonable duration of such inoperability.

"Force Majeure Events" means the occurrence of any of the following events that materially and adversely affects the performance of either CSXT or DRPT, provided that such events (or effects of such events) could not have been avoided by the exercise of reasonable caution, due diligence, or efforts by the affected Party: (a) war (including civil war and revolution), invasion, armed conflict, violent acts of a foreign enemy, military or armed blockage, or military or armed takeover of the RF&P Corridor or Segment 3, in each case occurring within the Commonwealth; (b) any act of terrorism or sabotage that causes direct physical damage to or otherwise directly causes interruption to operation of the RF&P Corridor or Segment 3; (c) nuclear explosion or contamination, in each case causing direct physical damage to the RF&P Corridor or Segment 3 or radioactive contamination of the RF&P Corridor or Segment 3; (d) riot and civil commotion on or in the immediate vicinity of the RF&P Corridor or Segment 3; (e) flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes directly physical damage to the RF&P Corridor or Segment 3; and (f) fire or explosion that directly impacts the RF&P Corridor or Segment 3.

"**FRA**" means the Federal Railroad Administration.

"**Labor Protection Costs**" means any and all costs and payments, including, but not limited to, awards of benefits, back pay, penalty pay, allowances and awards of damages of any kind, however they may be denominated, and all arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of employees of a Party, or its corporate affiliates, in connection with the implementation, operation, or termination of this Agreement, whether pursuant to employee protective conditions imposed by a governmental agency as conditions for that agency's approval for any element related to this Agreement, or pursuant to a collective bargaining agreement.

"**Law**" means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the Parties, the Transaction, trackage, infrastructure, other facilities, and the Corridor or any portion thereof, including, without limitation, hazardous materials laws, whether or not in the present contemplation of the Parties, including without limitation, all consents or approvals (including regulatory approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws or, all federal, state, and local governments, authorities, courts, and any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the Corridor or any part thereof and of the trackage, infrastructure, and other facilities thereon.

"**Maintenance and Dispatch Fee**" shall mean an annual fee payable to CSXT by DRPT during the Transition Period as compensation for dispatching and maintenance services performed by CSXT on DRPT-owned tracks and assets. The fee shall be calculated as follows:

(a) the VRE Fee for the applicable period, which VRE Fee shall be deemed satisfied by payment of the Contract Fee by the Commissions pursuant to the Operating Agreement (CSXT/Commissions); *plus*

(b) any per-train mile compensation received by DRPT from Amtrak during the applicable period for DRPT's incremental costs to maintain the DRPT-owned tracks and assets (the "**Amtrak Fee**"),

and in each case, only as applied to DRPT-owned tracks for which CSXT provides dispatching and maintenance services under this Agreement at the time; *plus*

(c) any cost of maintenance for which DRPT is responsible arising out of the provisions of Section 4.2.3 of the Comprehensive Rail Agreement or similar provisions concerning specific items of maintenance to be assumed by DRPT.

"**Maximum Feasible Separation**" shall have the meaning ascribed in Section **3.6.1**.

"**New Operator**" means a governmental entity other than the Commissions, providing Commuter Rail Service, operated by a contractor selected by, and under a contract with, such governmental entity subject to the terms of a New Operator Agreement between CSXT and the governmental entity with respect to the relevant commuter train(s).

"**New Operator Agreement**" means a contract between CSXT and a New Operator with respect to the commuter train(s) to be operated by the New Operator's contractor on the Corridor, the terms of which must be generally consistent with the terms set forth in the Operating Agreement (CSXT/Commissions) and address at a minimum: (i) safety, (ii) operations, (iii) capacity, (iv) compensation and other payments, and (v) liability, including indemnification, as those terms are addressed in the Operating Agreement (CSXT/Commissions) including (if required by applicable Law), the authorization by the Virginia General Assembly, of the indemnity provisions on substantially identical terms as the Operating Agreement (CSXT/Commissions).

"**Operating Agreement (CSXT/Amtrak)**" means the agreement between CSXT and Amtrak dated June 1, 1999.

"**Operating Agreement (CSXT/Commissions)**" means that certain Second Amended and Restated Operating/Access Agreement, by and among CSXT and the Commissions concerning the operation of Commuter Rail Service by the Commissions under the Virginia Railway Express name.

"**Operating Agreement (DRPT/Amtrak)**" shall mean the agreement between DRPT and Amtrak dated the date of its execution.

"**Operating Agreement (DRPT/Commissions)**" shall mean the agreement between DRPT and the Commissions dated the date of its execution**.**

"**Party**" or "**Parties**" shall have the meaning ascribed thereto in the Preamble.

"Passenger Scheduled Operations" shall have the meaning ascribed in Section **3.5.1**.

"**Performance Managers Committee**" shall have the meaning ascribed in **Article 12**.

"**Permitted Assignment**" shall have the meaning ascribed in **Article 18**.

"**Phase 1 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 1.

"**Phase 2 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 2.

"**Phase 3 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 3.

"**Phase 4 Projects**" means those improvements identified in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) as being part of Phase 4.

"PTC" means a Positive Train Control System, as prescribed in 49 CFR Part 236, Subpart I, as amended.

"Railroad Construction Agreement" means the agreements between CSXT and DRPT attached to the Comprehensive Rail Agreement Exhibit O-1 (*Form of Master Construction Agreement (CSXT)*) and Exhibit O-2 (*Form of Master Construction Agreement (DRPT*)).

"RF&P Corridor" means the RF&P Corridor (as defined in the Comprehensive Rail Agreement), including Segment 1 (as defined herein) and the CSXT-Retained Portion of the RF&P Corridor (as defined herein).

"**Sale Date**" means collectively and individually, Sale Date 1 and Sale Date 3.

"**Sale Date 1**" means the effective date of the permanent easement for rail passenger purposes on Segment 1 (excluding the New Long Bridge Improvements and the Franconia-Springfield Bypass) that CSXT shall convey to DRPT by the Deed of Easement and Conditional Conversion to Full Interest in the form attached to the Comprehensive Rail Agreement as Exhibit C-1 (*Form of Deed for Segment 1 (VA)*).

"**Sale Date 3**" means the effective date of the quitclaim deed that CSXT shall convey to DRPT all of its right, title and interest in Segment 3 attached to the Comprehensive Rail Agreement as Exhibit C-3 (*Form of Deed for Segment 3*).

"**Segment 1**" means with respect to this Agreement only, Segment 1 (as defined in the Comprehensive Rail Agreement), together with the Long Bridge Improvements and the Franconia-Springfield Bypass, once each are ready for operations.

"**Segment 2**" means Segment 2 (as defined in the Comprehensive Rail Agreement).

"**Segment 3**" means Segment 3 (as defined in the Comprehensive Rail Agreement).

"**Service Optimization and Implementation Plan**" shall mean the document attached hereto as Exhibit C.

"**STB**" means the Surface Transportation Board.

“**Suspension Period”** shall have the meaning ascribed in Section **16.3**.

“**Term Sheet**” shall have the meaning ascribed in the Recitals.

“Transaction” shall have the meaning ascribed in the Recitals.

“**Transition Period**” means the period beginning on Sale Date 1 and ending on the date determined by the Parties under Section **3.6**.

“**VRE**” means Virginia Railway Express.

“**VRE Fee**” shall mean that portion of the Contract Fee payable by the Commissions to CSXT under the Operating Agreement (CSXT/Commissions) related to VRE trains on DRPT-owned tracks, which tracks are dispatched and maintained by CSXT.

“**VRE Segment**” shall have the meaning ascribed in Section 5.3.

ARTICLE 2. Scope of Agreement

From and after each applicable Sale Date, this Agreement applies to the RF&P Corridor and Segment 3, but does not apply to Segment 2, except where Segment 2 is expressly referenced herein.

ARTICLE 3. Operations on the RF&P Corridor

3.1 All passenger operations on tracks owned or dispatched by CSXT on the RF&P Corridor shall be subject to (i) the CSXT Operating Rules, and (ii) the Operating Agreement (CSXT/Amtrak) and the Operating Agreement (CSXT/Commissions), respectively, as either may be amended and applicable at any time, and nothing herein shall be interpreted to displace, alter or modify the rights and obligations of Amtrak, the Commissions or CSXT under those agreements with respect to passenger operations on the RF&P Corridor on tracks owned or dispatched by CSXT. Any conflict between this Agreement and the Operating Agreement (CSXT/Amtrak) or the Operating Agreement (CSXT/Commissions) with respect to the rights of Amtrak or the Commissions, respectively, and CSXT, under those agreements with respect to passenger operations on tracks owned or dispatched by CSXT on the RF&P Corridor shall be resolved in favor of the Operating Agreement (CSXT/Amtrak) or the Operating Agreement (CSXT/Commissions). Any amendments to the Operating Agreement (CSXT/Amtrak) or the Operating Agreement (CSXT/Commissions) applicable to passenger operations on the RF&P Corridor shall not unreasonably interfere with the operation of passenger trains thereon. Any issues related to this Section **3.1** may be raised for discussion at the Performance Management Committee in accordance with **Article 12** of this Agreement.

3.2 All passenger operations on tracks dispatched by an entity other than CSXT on the RF&P Corridor shall be subject to (i) the DRPT Operating Rules, and (ii) the Operating Agreement (DRPT/Amtrak) and the Operating Agreement (DRPT/Commissions), respectively, as either may be amended and applicable at any time, and nothing herein shall be interpreted to displace, alter or modify the rights and obligations of Amtrak, the Commissions or DRPT under those agreements with respect to such tracks. Any conflict between this Agreement and the Operating Agreement (DRPT/Amtrak) or the Operating Agreement (DRPT/Commissions) with respect to the rights of Amtrak or the Commissions, respectively, and DRPT, under those agreements with respect to tracks dispatched by an entity other than CSXT on the RF&P Corridor shall be resolved in favor of the Operating Agreement (DRPT/Amtrak) or the Operating Agreement (DRPT/Commissions). Any amendments to the Operating Agreement (DRPT/Amtrak) or the Operating Agreement (DRPT/Commissions) shall not unreasonably interfere with the operation of freight trains thereon. Any issues related to this Section **3.2** may be raised for discussion at the Performance Management Committee in accordance with **Article 12** of this Agreement.

3.3 CSXT will continue to have the right to operate on the RF&P Corridor other than as expressly set forth in this Section **3.3** or in **Article 4**. Nothing in this Agreement shall alter, modify or diminish CSXT's right to fulfill CSXT's common carrier obligation to serve current and future freight customers on the RF&P Corridor, nor alter, modify or diminish BBRC's common carrier obligation or CSXT's residual common carrier obligation to serve current and future freight customers on Segment 3.

3.4 With respect to the Long Bridge Improvements or the Franconia-Springfield Bypass (once each are ready for operations), prior to Complete Separation or Maximum Feasible Separation, CSXT only shall have the right to operate: (1) during an Emergency; (2) during construction, repairs, or maintenance of CSXT-Retained Portion of the RF&P Corridor; or (3) when necessary for CSXT to reach a shipper. After Complete Separation or Maximum Feasible Separation, CSXT's right to operate on the Long Bridge Improvements or the Franconia-Springfield Bypass will be governed by **Article 4**.

3.5 On Sale Date 1, DRPT shall have the right to conduct passenger operations on the RF&P Corridor through the Commissions, Amtrak, or a New Operator, commensurate with the Passenger Scheduled Operations and subject to DRPT fulfilling its obligations with respect to (a) all required payments from DRPT to CSXT contemplated under the terms of the Comprehensive Rail Agreement, and (b) the completion of the Infrastructure Improvements identified in Exhibit E (*Infrastructure Improvements*) of the Comprehensive Rail Agreement related to the level of passenger operations to be conducted on the RF&P Corridor.

3.5.1 Subject to the Consent of the Commissions and Amtrak, the then-current schedule for Commuter Rail Service and Amtrak intercity service ("**Passenger Scheduled Operations**") will be amended effective on Sale Date 1, to include the additional specified Passenger Scheduled Operations on the RF&P Corridor set forth in Exhibit B (*Passenger Schedules*). Notwithstanding anything to the contrary contained in any notes in Exhibit B (*Passenger Schedules*), the Passenger Scheduled Operations and Exhibit B (*Passenger Schedules*) shall remain subject to this Agreement. Any conflict between the content of Exhibit B (*Passenger Schedules*) and this Agreement, shall be governed by this Agreement.

3.5.2 On completion of the Phase 1 Projects, the additional specified Passenger Scheduled Operations on the RF&P Corridor set forth in Exhibit B (*Passenger Schedules*) shall be permitted.

3.5.3 The Passenger Scheduled Operations permitted on Sale Date 1 and on completion of the Phase 1 projects shall continue provided that DRPT proceeds in good faith and with reasonable diligence in pursuing the design, development, construction, and completion of the Phase 2 Projects, failing which CSXT may elect to suspend new train starts in accordance with Section 12.2.1 (*Service Plan*) of the Comprehensive Rail Agreement until such time as DRPT cures such failure to proceed in good faith and with reasonable diligence in pursuing the design, development, construction, and completion of the Phase 2 Projects. On completion of the Phase 2 Projects, the Passenger Scheduled

Operations permitted on Sale Date 1 and on completion of the Phase 1 projects shall become permanent other than as expressly provided in **Article 16**.

3.5.4 On completion of the Phase 2 Projects, the additional specified Passenger Scheduled Operations on the RF&P Corridor set forth in EXHIBIT B (*Passenger Schedules*) shall be permitted and shall be permanent other than as expressly provided in **Article 16**.

3.5.5 If and when DRPT undertakes and completes the Phase 3 Projects, DRPT shall have the right to add up to fifteen (15) additional permanent VRE roundtrips to Passenger Scheduled Operations on the RF&P Corridor other than as expressly provided in **Article 16**.

3.5.6 If and when DRPT undertakes and completes the Phase 4 Projects, DRPT shall have the right to add unlimited permanent VRE roundtrips to Passenger Scheduled Operations on DRPT owned tracks on Segment 1 in its sole discretion other than as expressly provided in **Article 16**.

3.6 The Parties shall use the following process to establish the end date of the Transition Period.

3.6.1 After completion of the Phase 4 Projects, either Party may provide written notice to the other Party when it reasonably believes the Parties can commence (1) the separation of passenger trains and freight trains ("**Complete Separation**") or (2) the maximum feasible separation of such passenger trains and freight trains ("**Maximum Feasible Separation**").

3.6.2 No later than ten (10) Business Days after such notice, the receiving Party shall provide (1) its written notice of concurrence or (2) its written notice of non-concurrence, together with a detailed technical and operational explanation of what additional steps it believes are necessary to commence either Complete Separation or Maximum Feasible Separation. For avoidance of any doubt, neither Party shall be required to make additional Capital Improvements (beyond DRPT's completion of the Phase 4 Projects) in order to achieve either Complete Separation or Maximum Feasible Separation.

3.6.3 If the responsive notice is concurrence, the end date of the Transition Period shall be the first day of the next month at least ten (10) Business Days after such notice.

3.6.4 If the responsive notice is non-concurrence, within ten (10) Business Days after the responsive notice, the Parties shall meet and confer to (1) review the technical and operational explanation supplied with the responsive notice, (2) negotiate in good faith to establish a complete list of additional technical and operational steps to achieve either Complete Separation or Maximum Feasible Separation and (3) agree on the end date of the Transition Period. If the Parties are not able to agree within thirty (30) days, the matter is subject to Dispute Resolution under **Article 17**.

ARTICLE 4. Non-Owner Operations on RF&P Corridor After Separation

4.1 Subject to this **Article 4**, following Complete Separation or Maximum Feasible Separation, DRPT will only have the right to operate on CSXT owned tracks on the CSXT-Retained Portion of the RF&P Corridor, and CSXT will only have the right to operate on DRPT owned tracks on Segment 1: (1) to the extent Complete Separation was not achieved; (2) during an Emergency, (3) during construction, repairs, or maintenance of the using Party's owned portion of the RF&P Corridor or connected or adjacent track or facilities, (4) when necessary for CSXT to reach a shipper or (5) when necessary for DRPT to reach passenger facilities existing as of the Effective Date or built as part of the improvements described in Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*) (collectively the **"Post Separation Operations"**).

4.2 The Post Separation Operations described in Section **4.1** shall be subject to the conditions in Sections 3.1, and 3.2 and the Service Optimization and Implementation Plan.

4.3 Access during Emergencies under Section **4.1**(2) shall be permitted and treated the same as other access on tracks owned or dispatched by the other Party under this Agreement. The Parties will work together in good faith to create a plan that accommodates the Party seeking access, while minimizing the duration and impact on the other Party's operations, and in any event is designed to not unreasonably interfere with the other Party's operations.

4.4 Operations during construction, repairs, or maintenance under Section **4.1**(3) shall be permitted, provided that the Party seeking access to the property of the other Party must give reasonable advance notice to the other Party, along with the desired dates and times of access. The Parties will work together in good faith to create a plan that accommodates the Party seeking access, while minimizing the duration and impact on the other Party's operations, and in any event is designed to not unreasonably interfere with the other Party's operations.

ARTICLE 5. Dispatch

5.1 Except as provided in this Article, CSXT shall continue to dispatch all trains on the RF&P Corridor during the Transition Period. If either Party reasonably determines that the CSXT performance of dispatching is not facilitating optimized use of freight and passenger network capacity in the RF&P Corridor, the Parties shall discuss in good faith through the Performance Managers Committee the efficacy of a modification of CSXT dispatching practices and procedures. Neither Party shall be obliged to accept a modification to the CSXT dispatching practices and procedures other than upon mutual agreement of the Parties. DRPT shall pay to CSXT the Maintenance and Dispatch Fee, which compensates CSXT for, among other things, dispatching services provided by CSXT with respect to DRPT-owned tracks.

5.2 On completion of the Phase 1 and Phase 2 Projects, DRPT shall have the right, should it so elect, to dispatch all trains on tracks owned by DRPT on Segment 1 north of AF Interlocking, provided, the assumption of dispatch as provided in this Section **5.2** shall require DRPT to assume maintenance of all DRPT owned property on Segment 1 north of AF Interlocking. Such dispatching shall be subject to the Service Optimization and Implementation Plan.

5.3 If DRPT assumes dispatch of DRPT owned tracks on Segment 1 in accordance with this Agreement, the Service Optimization and Implementation Plan will be amended as provided therein, or CSXT and DRPT will, subject to mutual agreement, establish protocols to allow the dispatchers of DRPT and CSXT to permit trains to enter safely and efficiently onto the trackage and other infrastructure and facilities of CSXT and DRPT on Segment 1 and to allow for optimization of passenger service and freight service on Segment 1.

5.4 Within 180 days after completion of the operating plan for passenger trains on Segment 1 contemplated by the Service Optimization and Implementation Plan, the Parties agree to work, together with Amtrak and the Commissions, to amend the Service Optimization and Implementation Plan to provide for two dispatch trial periods implementing a dispatching strategy by which, during peak-direction peak-period operations on the VRE-used portion of Segment 1 (the "**VRE Segment**"), late Amtrak trains would not be immediately deployed into the VRE Segment if the result of doing so would cause other passenger trains operating on-time in the VRE Segment to become late, with DRPT assuming responsibility for any and all costs on CSXT by Amtrak or lost incentive opportunities for CSXT from Amtrak, in both cases arising as a consequence of CSXT's participation in the trial periods. The first trial period will be implemented within twelve (12) months after the Service Optimization and Implementation Plan is amended to provide for the trial periods. The second trial period will be implemented after completion of the Phase 1 and Phase 2 improvements.

5.5 To facilitate a smooth transition of dispatching from CSXT to DRPT, CSXT, DRPT and Amtrak or another designated contractor of DRPT shall commence a ninety (90) day dispatch transition period not later than the completion of the Phase 2 Projects, during which CSXT dispatchers and Amtrak's or another designated contractor's dispatcher designees will sit side-by-side at CSXT's dispatching facilities and both Parties shall use reasonable commercial efforts to ensure a smooth transition of dispatching operation. At either Party's option the transition period shall be extended for additional 30-day periods provided that if the Parties have been unable to achieve a smooth transition of dispatching operations within the ninety (90) days of the dispatch transition period, the Parties shall discuss in good faith through the Performance Managers Committee to determine how to achieve that transition. If Amtrak has assumed dispatching during the dispatch transition period, under no circumstance shall the transition period last more than ninety (90) days other than upon mutual agreement of the Parties. CSXT shall be reimbursed by DRPT for CSXT's additional fully loaded costs (if any) of providing the foregoing side-by-side training described above, as well as any physical changes (such as to signal equipment) that may be necessary to facilitate the change in dispatch responsibility. CSXT will provide DRPT with a written cost estimate in advance of the commencement of the dispatch transition period.

5.6 After the Transition Period, DRPT shall have the right to dispatch all trains on tracks owned by DRPT on Segment 1. Such dispatching shall be subject to the Service Optimization and Implementation Plan.

5.7 BBRC presently dispatches Segment 3, pursuant to the BBRC Lease Agreement. It is intended that until and after Sale Date 3, BBRC will continue to do so pursuant to the BBRC Lease Agreement or the Segment 3 Easement and Segment 3 Operating Agreement, as applicable. Upon any cessation of dispatch of Segment 3 by BBRC, then, prior to Sale Date 3, CSXT shall have the right and obligation to do so, and, after Sale Date 3, at the request of DRPT, CSXT will assume dispatch for a transition period not to exceed two (2) years on terms and conditions mutually agreed by the Parties, acting reasonably.

ARTICLE 6. Schedules

6.1 If either Party reasonably determines that the Passenger Schedules are not permitting the Parties to meet the principles set forth in Section 1.2.2 (*Purpose and Objectives*) of the Comprehensive Rail Agreement, the Parties shall negotiate in good faith to modify the Passenger Schedules through the Performance Managers Committee. Except as otherwise provided in this Section **6.1**, neither Party shall be obliged to accept a modification to the Passenger Schedules other than upon mutual agreement of the Parties; provided, however, that (1) at the completion of Phase 2, if DRPT assumes maintenance and dispatch as provided in Section **5.2**, DRPT shall thereafter have the sole right, as between CSXT and DRPT, to modify Passenger Schedules on tracks owned by DRPT on Segment 1 north of AF Interlocking, provided any such unilateral modifications to the Passenger Schedules shall not include the use of CSXT owned tracks north of AF Interlocking under this Agreement, whether or not otherwise permitted under this Agreement, and (2) at the end of the Transition Period, and declaration of Complete Separation or Maximum Feasible Separation as provided in Section **3.6**, if DRPT assumes maintenance and dispatch as provided in Section **5.4**, DRPT thereafter shall have the sole right, as between CSXT and DRPT, to modify Passenger Schedules on tracks owned by DRPT on Segment 1, provided any such unilateral modifications to the Passenger Schedules shall not include the use of CSXT owned tracks on Segment 1, whether or not otherwise permitted under this Agreement, and provided further that CSXT shall not be compelled to accept a change in the Passenger Schedules that would violate any then applicable Companion Agreement between CSXT and the Commissions, Amtrak or a new Operator; and subject in each case to CSXT's then current and future common carrier obligation as it relates to serving customers on Segment 1 impacted by such modifications to Passenger Schedules.

6.2 DRPT shall have the right to operate (through Amtrak, the Commissions, or a New Operator) passenger trains in either direction on Segment 1, Segment 2, and/or Segment 3, in any combination; provided that when any such trains operate on a Segment, they are subject to all terms of this Agreement applicable to the applicable Segment, including the Operating Agreement (CSXT/Amtrak), Operating Agreement (CSXT/Commissions), Companion Agreement (CSXT/BBRC) respectively, and the Passenger Schedules.

6.2.1 Any such additional passenger trains on Segment 3 are conditioned upon an analysis of safety and necessary infrastructure, if any, and that any infrastructure that is determined to be necessary by DRPT, acting reasonably, is implemented prior to such additional service.

(i) Increased passenger operations on Segment 3 shall be subject to and not unreasonably interfere with BBRC's and CSXT's right to satisfy any applicable common carrier obligation.

(ii) Additional passenger operations on Segment 3 shall be subject to the BBRC Lease Agreement, Segment 3 Easement, or Segment 3 Operating Agreement, as may be applicable, provided, however, that the Parties further agree that no extension of the BBRC Lease Agreement beyond 2034, or new lease agreement, that is applicable to Segment 3, shall be permitted unless the provisions granting BBRC, or any applicable assignee, an approval right over implementation of passenger trains have been removed, subject to the conditions imposed by this Section 6.2.3.

6.2.2 The Parties will bear their own costs for any analysis undertaken pursuant to Section **6.2.1**.

6.2.3 No analysis or agreement of the Parties shall be required in the cases of passenger trains on Segment 2.

ARTICLE 7. Maintenance

7.1 CSXT shall maintain Segment 1 during the Transition Period, provided that DRPT shall (1) maintain the Long Bridge Improvements; (2) maintain the Franconia-Springfield Bypass; and

(3) maintain DRPT owned property on Segment 1 north of AF Interlocking if DRPT has elected to dispatch tracks owned by DRPT on Segment 1 north of AF Interlocking pursuant to Section **5.2**.

7.2 DRPT shall bear financial responsibility for all maintenance conducted by CSXT on Segment 1 during the Transition Period. That responsibility shall be deemed satisfied by the payment of the Contract Fee by the Commissions to CSXT and the Amtrak Fee to CSXT.

7.3 After the Transition Period, DRPT will assume responsibility, directly or through a contractor, for all maintenance on all DRPT owned property on Segment 1; provided that CSXT will continue to maintain the entire length of all cross-overs that cross shared property lines on Segment 1, subject to reimbursement by DRPT for fifty percent (50%) of the cost of such maintenance. Additionally, DRPT shall reimburse CSXT for the pro-rata cost of any assets used by DRPT (whether or not owned by DRPT), that CSXT maintains, including, as an example but not limitation, culverts, bridges, and wayside signals.

7.4 CSXT shall cause BBRC to maintain Segment 3 and assume all maintenance expenses on Segment 3 pursuant to the BBRC Lease Agreement for the duration of the BBRC Lease Agreement or the Segment 3 Easement and Segment 3 Operating Agreement, as applicable. In the event the BBRC Lease Agreement terminates prior to the effectiveness of the Segment 3 Easement and the Segment 3 Operating Agreement, all maintenance expenses on Segment 3 shall be borne by DRPT, unless CSXT is operating on Segment 3, in which case CSXT shall be responsible to DRPT for a reasonable and customary use (not access) charge, to be mutually agreed, to offset maintenance costs associated with CSXT's use of Segment 3, such agreement by either Party not to be unreasonably withheld, conditioned or delayed. In the event the Segment 3 Easement and the Segment 3 Operating agreement are in effect, those agreements shall govern the maintenance of Segment 3.

7.4.1 Other than excursion trains and business cars operated by CSXT, or such passenger operations as are permitted under the BBRC Lease Agreement or the Segment 3 Easement and the Segment 3 Operating Agreement, as of the Execution Date, CSXT shall have no right to conduct passenger rail service or passenger operations or admit a third party or BBRC to do so on any portion of the Corridor except with DRPT's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.5 Tracks and facilities on Segment 1 shall be maintained to the higher of the level required by Law for the applicable track use on Sale Date 1 or CSXT Engineering Standards; provided that during the Transition Period DRPT shall have the right (at its cost per Section **7.2**) to have CSXT maintain the portion of Segment 1 maintained by CSXT to a higher standard. Segment 3 shall be maintained to the level required by Law for the applicable track use on Sale Date 1.

7.6 Each Party shall maintain drainage on the RF&P Corridor, Segment 3, and adjacent properties owned by such Party, in each case existing as of the applicable Sale Date, in such a manner as not to impair adjacent railroad operating property of the other Party, and not to redirect or increase the quantity or velocity of surface water runoff or any streams into any other lands and facilities of the other Party. If either Party makes improvements or modifies drainage, such Party will construct and maintain, in accordance with all applicable Law, an adequate drainage system from such improvement or modification to the nearest public drainage or storm sewer system (or other such system not owned by the other Party), to prevent the discharge of roof, surface, stream, and other drainage waters onto the property of the other Party. Nothing in this Section **7.6** shall require CSXT to correct any condition existing as of the applicable Sale Date 1 or arising as a result of the construction by DRPT of the Infrastructure Improvements.

7.7 Each Party shall maintain that portion of the existing slope and toe of slope located on the RF&P Corridor, Segment 3, and adjacent properties owned by such Party, in each case existing as of the applicable Sale Date, in such a manner as to ensure that the slope does not fall, slide, undermine or trespass upon other lands and facilities of the other Party. Nothing in this Section **7.7** shall require CSXT to correct any condition existing as of the applicable Sale Date or arising as a result of the construction by DRPT of the Infrastructure Improvements.

7.8 Upon reasonable request by DRPT, and at DRPT's expense, CSXT shall make available to DRPT reports or other records created by CSXT after Sale Date 1 in the performance of maintenance under this Agreement of DRPT-owned assets that (i) demonstrate the condition of DRPT-owned assets, or (ii) demonstrate actual work performed by CSXT or a CSXT contractor on DRPT-owned assets.

ARTICLE 8. Capital Improvements

8.1 This Article applies to Capital Improvements to the RF&P Corridor that are not listed in the Comprehensive Rail Agreement Exhibit E (*Infrastructure Improvements*).

8.2 The Party that wants Capital Improvements shall submit plans for track and other rail facility additions, modifications, or betterments and a proposed schedule for the same (**"Description of Work"**) to the other Party. The reviewing Party shall have sixty (60) days to review the Description of Work, provide comments and propose any changes it reasonably deems necessary to ensure that the Capital Improvements (1) do not materially interfere with the reviewing Party's operating rights (2) can be operated in accordance with the applicable Operating Rules and (3) are not inconsistent with the CSXT Engineering Standards, FRA regulations, or AREMA Recommended Practices. CSXT may modify the CSXT Engineering Standards from time to time, provided, that once a Capital Improvement designed in accord with the CSXT Engineering Standards pursuant to this **Article 8** has reached thirty percent (30%) design, any change made in the CSXT Engineering Standards shall not be applicable to such Capital Improvement other than as required by Law.

8.3 Within sixty (60) days of receipt of the reviewing Party's comments, the proponent Party shall prepare and submit a revised Description of Work that agrees or disagrees with the reviewing Party's comments and proposed changes together with comments or changes it believes will allow the foregoing qualifications to be achieved. This process shall be repeated until the Parties agree on the Description of Work, which agreement or any material change to an agreed-to Description of Work, shall not be unreasonably withheld, conditioned or delayed, and subject to **Article 17**; provided, however, that, the proponent Party shall make the owning Party whole with respect to any accelerated replacement of the structure and reimburse the owning Party for all reasonable costs of re-routing traffic while maintaining then current timely freight or passenger service during the Capital Improvement.

8.4 If the proponent Party is not the owner of the property on which the Capital Improvement will be built and the owning Party can reasonably demonstrate that the Capital Improvements will increase the cost and expense of maintenance of the property on which the Capital Improvements will be built, then except as the Parties may otherwise agree, the proponent Party's authority to construct the Capital

Improvements shall be conditioned on an agreement between the Parties regarding the proponent Party's payment of such increased maintenance cost and expense.

8.5 Unless otherwise agreed, the owning Party shall perform, or cause to be performed, all Capital Improvements described in the Description of Work in accordance therewith. The reviewing Party shall have the right to inspect the as-built Capital Improvements to confirm material compliance with the Description of Work.

8.6 The cost and expense of the Capital Improvements (including the cost of any required permits and approvals and the cost and expense of reviewing any Description of Work by either Party at any stage and the inspection of the as-built Capital Improvement by either Party) shall be borne by the proponent Party; provided that if the Parties agree to jointly develop a Capital Improvement, the cost and expense of a Capital Improvement (including the cost of any required permits and approvals and incremental maintenance) shall be borne in proportion to the use of the Capital Improvement pursuant to a formula to be agreed by the Parties in advance of the work and in such case each Party shall assume its own cost and expense of reviewing any Description of Work at any stage and its inspection of the as-built Capital Improvement.

8.7 In the event jointly owned infrastructure is damaged by causes not attributable to a Party or a person for whom a Party is responsible, and such infrastructure is necessary for freight or passenger operations, the Parties shall repair or replace the infrastructure on terms agreed to by the Parties pursuant to the process described in Section **8.3**, including the obligation not to unreasonably withhold, condition or delay such agreement and subject to **Article 17**.

ARTICLE 9. Labor

The Parties will share CSXT's Labor Protection Costs as follows: (i) CSXT will bear the first $[redacted]; (ii) DRPT will bear the next $[redacted]; (iii) the Parties will each bear 50% of additional Labor Protection Costs, provided further that DRPT's liability for such Labor Protection Costs shall be capped at $[redacted] in the aggregate.

ARTICLE 10. Clearing of Wrecks

10.1 During the Transition Period, if by reason of any mechanical failure, accident, derailment or any other cause, a train or locomotive becomes stalled and unable to proceed under its own power on Segment 1, or if in emergencies crippled or otherwise defective cars are separated from their trains while on Segment 1, CSXT promptly shall furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off Segment 1. DRPT shall reimburse CSXT for direct costs incurred in rendering any such assistance with respect to Amtrak or VRE trains (but not CSXT trains or the trains of any party admitted to Segment 1 by CSXT).

10.2 After the Transition Period, if by reason of any mechanical failure, accident, derailment, or any other cause:

10.2.1 a CSXT train or locomotive (or the train or locomotive of any party admitted to Segment 1 by CSXT) becomes stalled and unable to proceed under its own power on Segment 1, or if in emergencies crippled or otherwise defective cars are separated from CSXT trains (or trains of any party admitted to Segment 1 by CSXT) on Segment 1, DRPT shall have the option of allowing CSXT to furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off Segment 1, or DRPT may perform or arrange for the performance of such necessary functions after providing reasonable notice to CSXT. CSXT shall reimburse DRPT for direct costs incurred in rendering any such assistance. DRPT shall promptly perform or arrange for the performance of the same such necessary functions with respect to Amtrak and VRE trains and at the cost and expense of entities other than CSXT.

10.2.2 a train or locomotive (other than a CSXT train or locomotive) becomes stalled and unable to proceed under its own power on the CSXT-Retained Portion of the RF&P Corridor, or if in emergencies crippled or otherwise defective cars are separated from trains on the CSXT-Retained Portion of the RF&P Corridor, CSXT promptly shall furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the CSXT-Retained Portion of the RF&P Corridor at the cost and expense of DRPT, without prejudice to DRPT's right to be reimbursed by the entity to which such assistance has been provided.

10.3 After Sale Date 3, if by reason of any mechanical failure, accident, derailment or any other cause, a train or locomotive becomes stalled and unable to proceed under its own power on Segment 3, or if in emergencies crippled or otherwise defective cars are separated from their trains on Segment 3, CSXT shall promptly furnish, or cause BBRC to promptly furnish, motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off Segment 3. DRPT shall reimburse CSXT for direct costs incurred in rendering any such assistance with respect to Amtrak trains (but not BBRC or CSXT trains), except to the extent Amtrak is obligated to pay such costs.

10.4 The liability, cost and expense of the foregoing not otherwise provided for in this **Article 10**, including, without limitation, loss of, damage to or destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be allocated and apportioned in accordance with the Operating Agreement (CSXT/Commissions) or the Operating Agreement (CSXT/Amtrak), respectively.

10.5 All trains, locomotives, rail cars, and rail equipment and salvage from the recovery operations provided for in this Article shall be promptly delivered to the operator or owner.

ARTICLE 11. Federal Railroad Administration Matters

11.1 In advance of Sale Date 1, DRPT will cause the Commissions or a New Operator of Commuter Rail Service to adopt the CSXT Operating Rules as the DRPT operating rules (the **"DRPT Operating Rules"**) and file a copy of the rules with the FRA. Thereafter, DRPT shall have the right to amend the DRPT Operating Rules, provided that any amendments shall not unreasonably interfere with CSXT operations on Segment 1 or Segment 3 and shall be subject to review and approval of CSXT, which approval shall not be unreasonably withheld, conditioned or delayed.

11.2 DRPT shall comply with the notice provisions of 49 C.F.R. §213.5 and §237.3 at least thirty (30) days prior to an applicable Sale Date.

11.3 During the Transition Period, the Parties will specify the transfer, if any, of any other safety regulatory responsibilities.

11.4 Unless the FRA requires a different allocation: (i) CSXT shall be the host railroad for Positive Train Control ("**PTC**") with respect to track being dispatched by CSXT, and (ii) DRPT or its contractor (at DRPT's sole discretion) shall be the host railroad for PTC with respect to track being dispatched by DRPT or its contractor. Other than as provided in the previous sentence, during the Transition Period, the Parties will work closely with the FRA to establish: (a) whether separate allocation of host railroad responsibility is possible and practical; (b) where the back office operations and support for the RF&P Corridor's PTC system will be housed and maintained; and (c) how the Parties will manage and allocate responsibility for the data generated by the operation of the PTC system on the RF&P Corridor. DRPT or its contractor shall be responsible for the cost to install, maintain, and operate all necessary equipment, including signal, wayside communications, and wireless infrastructure, as well as back office operations, to satisfy all obligations under all applicable FRA PTC regulations whenever (i) DRPT assumes the right to dispatch as provided in this Agreement, including north of AF Interlocking after Phase 2 as provided in Section **5.2**, or (ii) passenger operations require any additional PTC equipment not existing on Segment 1 or Segment 3 on the applicable Sale Date, even if CSXT is dispatching the relevant track.

ARTICLE 12. Performance Managers Committee

The Parties shall form a committee consisting of at least two (2) representatives of each party, as well as one member from each of Amtrak and the Commissions (the "**Performance Managers Committee**"). Unless otherwise agreed, the Performance Managers Committee shall meet monthly (in person or telephonically) and more often when necessary to address issues between the Parties that require prompt resolution. The Performance Managers Committee shall be a forum for the Parties to share information, discuss matters submitted by one Party to the other Party for review and/or approval, and progress resolution of any issues between the Parties with respect to this Agreement. Without limiting the generality of the foregoing, either Party may raise in good faith any topic relevant to the RF&P Corridor or Segment 3 and the other Party shall be obligated to consider such topic in good faith, provided, however, that neither Party shall be obligated by the Performance Management Committee to amend this Agreement other than upon mutual agreement of the Parties.

ARTICLE 13. Insurance

13.1 Passenger Operations. DRPT shall require VRE, Amtrak and any New Operator under the Operating Agreement (DRPT/Commissions), Operating Agreement (DRPT/Amtrak), and any New Operator Agreement to acquire and maintain the level and types of insurance with respect to any operations they may conduct on Segment 1, Segment 2, or Segment 3 as are required for the Commissions and Amtrak in the Operating Agreement (CSXT/Amtrak) and Operating Agreement (CSXT/Commissions). In any such policy acquired for operations on Segment 1, Segment 2, or Segment 3, DRPT and CSXT shall be additional insureds or indemnitees.

13.2 Freight Operations. As of the date hereof, CSXT maintains system-wide premises and liability insurance (which covers, inter alia, its operations on the Corridor) with limits that it has concluded are sufficient to cover any costs or liabilities that CSXT may incur as a result of its operations on the Corridor and includes deductibles or self-assumed amounts that are reasonable and prudent for a freight railroad of similar size and operations. CSXT, at its sole cost and expense, shall maintain insurance with limits that it determines to be adequate during the entire term of this Agreement. DRPT shall be named as an additional insured on premises and liability policies acquired and maintained by CSXT pertaining to the Corridor. In the event that CSXT assigns this Agreement to any person, firm, partnership or corporation that is not affiliated with CSXT, then as a condition to the conduct of operations by such person, firm, partnership or corporation on Segment 1, DRPT may require such entity to maintain during the remainder of the term of this Agreement insurance having a limit of [redacted] Dollars ($[redacted]) combined single limit for personal injury and property damage per occurrence, with deductibles or self-assumed amounts not in excess of [redacted] Dollars ($[redacted]). To the extent and in the event mutually agreeable to DRPT and such other entity, the aforesaid limits and/or amounts of insurance required of such other entity may be changed from time to time during the term of this Agreement. DRPT shall be named as an additional insured on any such policies maintained by such entity.

13.3 DRPT Obligations. The Parties acknowledge that insurance coverage and liability and indemnification related to passenger operations on the Corridor are addressed in the Operating Agreement (CSXT/Amtrak), Operating Agreement (CSXT/Commissions), the Operating Agreement (DRPT/Commissions), and the Operating Agreement (DRPT/Amtrak). In addition, DRPT shall purchase and maintain Premises Liability coverage and a Contingent Railroad Liability Insurance Policy with combined limits of [redacted] Dollars ($[redacted]) per occurrence and [redacted] Dollars ($[redacted]) policy annual aggregate and a Pollution DIC policy with limits of $[redacted] per incident. CSXT shall be an additional insured on any such policies acquired and maintained by DRPT.

ARTICLE 14. Invoices and Payment

14.1 All invoices shall be delivered to a Party in accordance with **Article 19** of this Agreement. All payments shall be made by wire transfer according to instructions supplied on the invoice.

14.2 In the event that a Party fails to pay an invoice within 30 days, the paying Party shall also pay the other Party interest at the rate of ½ of 1.0% per month late charge on the delinquent sum until paid in full. Interest would begin accruing upon one-hundred twenty (120) days after due date of the specific invoice.

14.3 With respect to payments by DRPT, CSXT shall provide reports as required based on the particular funding source for each project by the Federal Funding Accountability and Transparency Act for the Projects. Reimbursement to CSXT shall also be subject to the guidance contained in 2 CFR § 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB).

ARTICLE 15. Independent Contractors; Use of Third-Party Contractors

15.1 In the performance of obligations or duties under this Agreement the Parties are independent contractors and neither Party shall be deemed to be an agent of the other Party.

15.2 The Parties shall have the right to exercise their rights or meet their obligations under this Agreement either directly or through third-party contractors, subject to the express provisions of Section 14.6.2 (*Additional Commitments Regarding Amtrak and Potential New Operators*) of the Comprehensive Rail Agreement with respect to a New Operator of passenger service. Unless expressly required in this Agreement or in the Comprehensive Rail Agreement, either Party's use of a third-party contractor shall be in its sole discretion and shall not require the consent of the other Party but shall require that any such contractor (a) comply in full with the obligations of any and all applicable related agreements, including but not limited to this Agreement, and (b) agree to defend, indemnify and hold harmless the other Party to this Agreement. The use of a third-party contractor does not relieve the Party from its obligations under this Agreement and does not establish any privity of contract between a third-party contractor and the other Party to this Agreement.

ARTICLE 16. Term, Default, and Termination

16.1 If Amtrak is abolished or otherwise ceases to exist without a designated successor or assign, DRPT shall be deemed to be the successor to Amtrak for purposes of this Agreement and shall have the right to operate passenger trains on the same or shorter routes and at the same frequencies as the former Amtrak Commonwealth-Supported Trains in lieu of Amtrak through the Commissions or a New Operator subject to a New Operator Agreement, except that for the avoidance of doubt, compensation for such trains shall be equivalent to that under the then current Operating Agreement (CSXT/Commissions) and provided that no such service shall be operated unless: (i) the statutory cap on passenger claims under title 49 USC § 28103 remains substantially unchanged and applicable to such operations; or (ii) effective federal or Virginia General Assembly legislative approval of a statutory cap on passenger claims equivalent to that of 49 USC § 28103 as in effect on Sale Date 1, including any escalation factor, has been enacted with respect to the Commissions or the New Operator, as applicable, and is applicable to such operations.

16.2 This Agreement shall have a term of one hundred (100) years, commencing on Sale Date 1.

16.3 If DRPT has not established a New Operator under a New Operator Agreement pursuant to Section **3.6** by the date of termination or expiration of the Operating Agreement (CSXT/Commissions), Commuter Rail Service shall be suspended until such time as a New Operator Agreement is in place. CSXT shall have the right to terminate this Agreement with respect to Commuter Rail Service upon termination or expiration of the Operating Agreement (CSXT/Commissions) if DRPT has not established a New Operator under a New Operator Agreement pursuant to Section **3.6** within two years of the date of termination or expiration of the Operating Agreement (CSXT/Commissions) (the "**Suspension Period**"), provided, further that during the Suspension Period, DRPT (or its contractor) shall continue to operate, maintain, and dispatch, or reimburse CSXT for operating, maintaining, or dispatching, such portions of the RF&P Corridor in accordance with this Agreement and in a manner that enables CSXT to perform its common carrier obligations and places CSXT in no less favorable a position than it would have been had the Commuter Rail Service not been suspended (it being understood and agreed by the Parties that during the Suspension Period (i) the track access fees may be modified to achieve the forgoing result and (ii) any such compensation shall account for any costs avoided by CSXT arising from the suspension of the Commuter Rail Service), failing any of which, CSXT may terminate this Agreement with respect to Commuter Rail Service prior to the expiration of the Suspension Period. This Agreement shall terminate with respect to Intercity Passenger Service upon termination or expiration of the Operating Agreement

(CSXT/Amtrak), provided, however, that if Amtrak and CSXT continue to operate under the terms of an expired Operating Agreement (CSXT/Amtrak) or Amtrak and CSXT operate under compensation and terms prescribed by the Surface Transportation Board, no expiration or termination of the Operating Agreement (CSXT/Amtrak) shall be deemed to have occurred for purposes of this section. In the event of expiration or termination of the Operating Agreement (CSXT/Amtrak), DRPT shall have the same rights it would have under Section **16.1** if Amtrak were abolished or otherwise ceased to exist without a designated successor or assign.

16.4 A Party shall be in default under this Agreement if it has breached a material term and such breach remains uncured and continuing for thirty (30) days after receipt of notice of such material breach from the other Party. In the event of default, the Party not in default shall have remedies available at law or in equity, except as provided in Section **16.5**.

16.5 A Party shall have the right to terminate this Agreement only if it is found in a final decision by a court of competent jurisdiction that the other Party has materially breached this Agreement, and such breach remains uncured and continuing for thirty (30) days after the effective date of such decision, provided, however, that nothing herein shall be interpreted to prevent a Party from seeking immediate equitable or injunctive relief upon notice to the defaulting Party in the event a Party fails to perform a material obligation under this Agreement.

16.6 No termination of this Agreement shall release either Party from any liability or obligation under this Agreement resulting from any acts, omissions, or events prior to the date of such termination or cancellation.

ARTICLE 17. Dispute Resolution

All Disputes arising out of or relating to this Agreement that are not otherwise resolved by the Parties must be resolved in accordance with Article 24 (*Dispute Resolution*) of the Comprehensive Rail Agreement.

ARTICLE 18. Assignment

Upon notice to CSXT, but without the consent or approval of CSXT, this Agreement may be assigned by DRPT to the Virginia Passenger Rail Authority or to another agency of the Commonwealth or to an authority or commission authorized by the Virginia General Assembly or the Governor of Virginia, provided, however, all other assignments may be made only with the written consent of CSXT, which consent may be withheld for any reason. Upon notice to DRPT, but without the consent or approval of DRPT, this Agreement may be assigned by CSXT in connection with a transaction under Section 14.7 (*Companion Agreement – Buckingham Branch Lease Agreement; Segment 3 Easement*) of the Comprehensive Rail Agreement or (i) in connection with the sale of all or substantially all of CSXT's assets, or (ii) in a merger or restructuring event (each a "**Permitted Assignment**"). CSXT expressly reserves the right to assign or delegate all or any part of CSXT's rights and duties hereunder to one or more third parties, provided, however, that any such assignment and/or delegation (other than a Permitted Assignment) shall be subject to the consent of DRPT, which consent may not be withheld or delayed unreasonably.

ARTICLE 19. Notices

All communications, notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon (1) email with a confirmed receipt, (2) personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, certified, postage prepaid, return receipt requested, or (4) the next business day following delivery by a nationally recognized overnight carrier, to the Party at the addresses set forth below, or such other addresses as either Party may designate by delivery of prior notice to the other Party:

Mailing Address
If to CSXT CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202
Attention: Senior Director, Passenger Operations
Andy_Daly@csx.com

With a copy to:
CSX Transportation, Inc.
500 Water Street
J-150
Jacksonville, Florida 32202
Attn: Assistant General Counsel
E-mail: sean_craig@csx.com
Phone: (904) 366-5005

If to DRPT Virginia Department of Passenger Rail Transportation
600 E. Main St.
21st Floor
Richmond, VA 23219
Attn: Director
E-mail: j.mitchell@drpt.virginia.gov
Phone (804) 786-4440

With a Copy to:
Office of the Attorney General
202 N. 9th St.
Richmond, VA 23219
Attn: Transportation Section Chief
E-mail: jwhitlock@oag.va.us
Phone (804) 786-3748

ARTICLE 20. Indemnity

There are hereby incorporated the Indemnification provisions set forth in Article 18 (*Indemnification*) of the Comprehensive Rail Agreement, as though fully set forth herein. All matters between the Parties under this Agreement that implicate the matters contained in Article 18 (*Indemnification*) of the Comprehensive Rail Agreement shall be resolved in accordance with such Article 18 *(Indemnification*).

ARTICLE 21. Miscellaneous

21.1 Disadvantaged Business Enterprises (DBE). In any subcontract related to activities under this Agreement, each Party agrees to include appropriate provisions regarding the utilization of Disadvantaged Business Enterprises as required in Title 49 Part 26 of the Code of Federal Regulations.

21.2 Discrimination in Employment. Each Party agrees: (a) it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, and it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and (b) in all solicitations or advertisements for employees placed by or on its behalf, it will state that it is an equal opportunity employer; provided that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

21.3 Governing Law; Venue. This Agreement shall be construed and interpreted under the laws of the United States of America and the Commonwealth of Virginia exclusive of its choice of law rules. The Parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in the applicable work county in Virginia, and the Parties agree to submit to the personal jurisdiction of any State or Federal court situated in the applicable work county in Virginia.

21.4 Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative and in addition to all other rights, powers, and remedies hereunder and those available at Law or in equity. All such rights, powers and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers and remedies granted hereunder or available at law or in equity, except as expressly provided herein.

21.5 Compliance with Laws. Each Party shall be responsible for compliance with any Law that applies to its operations, and shall bear the costs of any fines or penalties imposed by authorities with jurisdiction over the operation for failure to comply with any such Law.

21.6 No Waiver. Except as otherwise expressly provided herein, neither the failure of either Party to exercise any power given such party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

21.7 Entire Agreement. This Agreement (including all Exhibits, which are all a part of the Agreement) contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein or incorporated herein by reference with respect to the subject matter hereof, shall be of any force or effect. Any previous agreements or understandings among the Parties regarding the subject matter hereof, including the Term Sheet, are merged into and superseded by this Agreement.

21.8 Binding Effect: Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, but shall not inure to the benefit of any other entity or other person.

21.9 Amendments. No amendment to this Agreement shall be binding on the Parties hereto unless such amendment is in writing and is executed by the Party against whom enforcement of such amendment is sought.

21.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

21.11 Severability. The Parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any Law, such provision shall be severable, with the remaining provisions remaining valid and enforceable.

21.12 Force Majeure. Neither Party shall be held responsible to the other for delays caused by Force Majeure Events nor shall such delays be deemed a breach or default under this Agreement. In no event, however, shall Force Majeure Events excuse DRPT from its obligation to make payments to CSXT under this Agreement.

21.13 Ethics. The Parties acknowledge that Commonwealth procurement professionals are subject to §2.2-4367 et seq. of the Code of Virginia: Ethics in Public Contracting and State and Local Government Conflict of Interests Act (§2.2-3100 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.) and Articles 2 (§18.2-438 et seq.) and 3 (§18.2-446 et seq.) of Chapter 10 of Title 18.2.

[SIGNATURE PAGE TO FOLLOW]

CSX TRANSPORTATION, INC.

By:____________________________________

Print/Type Name: Andy Daly

Print/Type Title: Senior Director Passenger Ops

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By:____________________________________

Print/Type Name:______________________________

Print/Type Title:______________________________

[*SIGNATURE PAGE TO JOINT OPERATING AND MAINTENANCE AGREEMENT*]

CSX TRANSPORTATION, INC.

By:______________________________

Print/Type Name:__________________________

Print/Type Title:___________________________

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: Jenn L Mitchell

Print/Type Name: Jennifer L. Mitchell

Print/Type Title: Director

[*SIGNATURE PAGE TO JOINT OPERATING AND MAINTENANCE AGREEMENT*]

EXHIBIT A

To be made available electronically by request to:

Will Roseborough
Director Project Management – CSX Transportation
904-359-1048
Will_Roseborough@csx.com

EXHIBIT B

Passenger Schedules

EXHIBIT B

Service Plan

Important Notes:

1. Certain trains have not been listed regarding future stations, run times, future service changes, etc. Please consult all notes when reviewing timetables.
2. Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume REG runtimes.
3. Long Distance train runtimes based on published Amtrak schedules.
4. Runtimes for VRE trains are based on current runtimes as outlined in the public timetables.
5. All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committee feedback.
6. Prior to and after completion of construction projects, the Performance Committee will readjust the schedules to reflect changes to infrastructure, the Performance Committee's readjustments being made in accordance with and subject to the provisions Article 12 of the Joint Operating and Maintenance Agreement.
7. The Parties will work in good faith to finalize a plan that would allow for the elimination of Phase 1 and Phase 2 deadhead movements by allowing the trains serving Main Street Station to run to Newport News in Phase 1 and building layover tracks, at DRPT's expense, in the CSXT Fulton Yard to accommodate 3 trains before Phase 2.
8. NEC slots are connected to all trains at the Acquisition Phase. As NEC schedules are developed for future phases, the Performance Committee will be responsible for ensuring train connectivity between Virginia and the NEC, the Performance Committee's actions relating to train connectivity being made in accordance with and subject to the provisions Article 12 of the Joint Operating and Maintenance Agreement.

EXHIBIT B – Passenger Schedules v 6.0

Acquisition Phase Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change				AQ		AQ												
Slot Number	DH	1	3	5	6	6A	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	C	AQ	C	AQ	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	67	151	89	183	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN	NFK	NPN	LD	RNK	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM	7:20 AM	8:50 AM	10:00 AM	11:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT		|	|	|	|	|	|	|	1:08 PM	1:23 PM	2:34 PM	2:48 PM	|	3:28 PM	3:36 PM	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY		|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM	7:39 AM	9:09 AM	10:18 AM	11:19 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD			|	|	|		|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON			|	|	|		|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE			7:59 AM	9:28 AM	|		|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON			|	|	|		|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES			|	|	|		|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO			8:11 AM	9:40 AM	|		11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE			|	|	|		|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD			|	|	|		|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG			8:36 AM	10:05 AM	|		12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA			|	|	|		|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND			9:19 AM	10:48 AM	|		|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:41 AM		9:47 AM	11:08 AM	12:19 PM		1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM			11:40 AM											6:35 PM			
WILLIAMSBURG				12:33 PM									|		7:27 PM			
NEWPORT NEWS				1:08 PM									|		7:58 PM			
PETERSBURG			10:23 AM		12:54 PM		2:13 PM				5:30 PM		5:56 PM					
NORFOLK			12:01 PM		|		|				7:08 PM		|					
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Existing Train- At Acquisition train will switch from NPN to NFK- See notes 1 & 3	Activate at Acquisition- See notes 1 & 3	Existing Train	Activate at Acquisition- See notes 1 & 9	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change							AQ			AQ					
Slot Number	23	24	27	28	29	30	32	33	34	35	36	37	38	39	40
Train Type	VRE	REG	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT
Slot Activation	C	C	C	C	C	C	AQ	C	C	AQ	C	C	C	C	C
Train Number	309	171	331	311	333	93	NEW	335	313	NEW	19	315	337	85	97
Final Destination	SPY	RNK	BRN	SPY	BRN	NFK	SPY	BRN	SPY	BRN	LD	SPY	BRN	RVM	LD
UNION STATION	4:40 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM
L'ENFANT	4:48 PM	|	5:18 PM	5:28 PM	5:38 PM	|	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|
CRYSTAL CITY	4:55 PM	|	5:25 PM	5:35 PM	5:45 PM	|	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|
ALEXANDRIA	5:03 PM	5:11 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM
FRANCONIA-SPRINGFIELD	5:14 PM			5:54 PM		|	6:24 PM		6:44 PM			7:24 PM		|	|
LORTON	5:21 PM			6:01 PM		|	6:31 PM		6:51 PM			7:31 PM		|	|
WOODBRIDGE	5:29 PM			6:09 PM		6:18 PM	6:39 PM		6:59 PM			7:39 PM		7:50 PM	|
RIPPON	5:33 PM			6:13 PM		|	6:43 PM		7:03 PM			7:43 PM		|	|
POTOMAC SHORES	*5:35 PM*			*6:15 PM*		|	*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|
QUANTICO	5:45 PM			6:25 PM		6:31 PM	6:55 PM		7:15 PM			7:55 PM		8:02 PM	|
BROOKE	5:59 PM			6:39 PM		|	7:09 PM		7:29 PM			8:09 PM		|	|
LEELAND ROAD	6:08 PM			6:48 PM		|	7:18 PM		7:38 PM			8:18 PM		|	|
FREDERICKSBURG	6:16 PM			6:56 PM		7:01 PM	7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM
SPOTSYLVANIA	6:27 PM			7:07 PM		|	7:37 PM		7:57 PM			8:37 PM		|	|
ASHLAND						7:41 PM								9:10 PM	|
STAPLES MILL ROAD						8:12 PM								9:32 PM	9:44 PM
MAIN STREET														9:56 PM	
WILLIAMSBURG														10:52 PM	
NEWPORT NEWS														11:23 PM	
PETERSBURG						8:49 PM									10:18 PM
NORFOLK						10:27 PM									|
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1,2, & 7	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change										AQ									
Slot Number	46	47	48	49	51	52	53	54	55	57	59	60	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	C	C	AQ	C	C	C	C	C	C	C	C
Train number	322	300	324	302	304	98	326	306	328	308	NEW	310	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	SPY	LD	BRN	SPY	BRN	SPY	BRN	SPY	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																			
PETERSBURG						3:33 AM													
NEWPORT NEWS																			5:35 AM
WILLIAMSBURG																			5:57 AM
MAIN STREET													5:40 AM						6:50 AM
STAPLES MILL ROAD						4:32 AM							6:05 AM						7:25 AM
ASHLAND						|							6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM	5:21 AM	|		5:41 AM		6:01 AM		6:26 AM	|		7:06 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM	5:32 AM	5:29 AM		5:52 AM		6:12 AM		6:38 AM	7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM	5:39 AM	|		5:59 AM		6:19 AM		6:44 AM	|		7:24 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM	5:45 AM	|		6:05 AM		6:25 AM		6:50 AM	|		7:30 AM		8:20 AM		|
QUANTICO		|		5:43 AM	5:58 AM	|		6:18 AM		6:38 AM		7:03 AM	7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*	*6:04 AM*	|		*6:24 AM*		*6:44 AM*		*7:09 AM*	|		*7:49 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM	6:07 AM	|		6:27 AM		6:47 AM		7:12 AM	|		7:52 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM	6:13 AM	|		6:33 AM		6:53 AM		7:18 AM	7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM	6:20 AM	|		6:40 AM		7:00 AM		7:25 AM	|		8:05 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM	6:28 AM	|		6:48 AM		7:08 AM		7:33 AM	|		8:13 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:35 AM	7:45 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:29 AM	7:44 AM	7:54 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:37 AM	7:52 AM	8:02 AM	8:11 AM	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	|
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:45 AM	8:00 AM	8:10 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1

Northbound (continued)

Timing of Slot Change	AQ						AQ		AQ					
Slot Number	71	73	74	77	78	79	79A	80	82	83	84	86	88	DH
Train type	VRE	REG	REG	REG	AMT	REG	REG	VRE	REG	AMT	VRE	AMT	REG	REG
Slot Activation	AQ	C	C	C	C	C	AQ	C	AQ	C	C	C	C	AQ
Train number	NEW	84	176	94	92	80	178	336	138	50	338	90	66	85-DH
Origin	SPY	NFK	RNK	NFK	LD	LD	RNK	BRN	NFK	LD	BRN	LD	NPN	
NORFOLK		6:15 AM		9:30 AM	|				1:30 PM					
PETERSBURG		7:42 AM		10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM		
NEWPORT NEWS													4:50 PM	
WILLIAMSBURG													5:11 PM	
MAIN STREET													6:01 PM	11:05 PM
STAPLES MILL ROAD		8:25 AM		11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM	6:31 PM	11:25 PM
ASHLAND		8:39 AM		11:54 AM	|	|			3:54 PM			|	6:45 PM	
SPOTSYLVANIA	8:26 AM	|		|	|	|			|			|	|	
FREDERICKSBURG	8:37 AM	9:26 AM		12:40 PM	|	3:07 PM			4:41 PM			|	7:30 PM	
LEELAND ROAD	8:44 AM	|		|	|	|			|			|	|	
BROOKE	8:50 AM	|		|	|	|			|			|	|	
QUANTICO	9:03 AM	9:48 AM		1:01 PM	|	3:29 PM			5:03 PM			|	7:56 PM	
POTOMAC SHORES	*9:09 AM*	|		|	|				|			|	|	
RIPPON	9:12 AM	|		|	|	|			|			|	|	
WOODBRIDGE	9:18 AM	10:01 AM		1:14 PM	|	|			5:16 PM			|	8:11 PM	
LORTON	9:25 AM	|		|	|	|			|			|	|	
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|			|			|	|	
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	1:41 PM	2:04 PM	4:03 PM	4:10 PM	4:32 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	8:34 PM	
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	10:10 AM	10:51 AM	11:23 AM	2:04 PM	2:38 PM	4:29 PM	4:30 PM	4:57 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	9:03 PM	
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition See note 1	Existing Train- See note 1	Activate at Acquisition See note 1	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Main Street-Staples Mill Deadhead from slot 39- See notes 2 & 8

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
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General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Saturday

Confidential Business Information Redacted

Exhibit C

Southbound

FD 36544

Timing of Slot Change						AQ	AQ							
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	145	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|			|		|
CRYSTAL CITY		|	|	|	|	|	|		|			|		|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|		|		|	|
LORTON		|	|	|				|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|		|		|	|
LEELAND ROAD		|	|	|				|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM			7:46 PM			
WILLIAMSBURG							5:48 PM		|		8:39 PM			
NEWPORT NEWS							6:18 PM		|		9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at Acquisition See note 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10, & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1

Northbound

Timing of Slot Change									AQ		AQ				
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH	88	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ	C	C
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH	66	1078-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD		NPN	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Fr
NORFOLK				6:15 AM			|				1:46 PM				11:15 PM
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS					8:30 AM									5:05 PM	
WILLIAMSBURG					8:52 AM									5:26 PM	
MAIN STREET		6:10 AM			9:42 AM								5:59 PM	6:21 PM	
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM	6:51 PM	1:16 AM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|			4:09 PM	|		7:05 PM	
SPOTSYLVANIA	|	|		|	|		|	|			|	|		|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM			4:56 PM	|		7:50 PM	
LEELAND ROAD	|	|		|	|		|	|			|	|		|	
BROOKE	|	|		|	|		|	|			|	|		|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM			5:18 PM	|		8:16 PM	
POTOMAC SHORES	|	|		|	|		|				|	|		|	
RIPPON	|	|		|	|		|	|			|	|		|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|			5:31 PM	|		8:31 PM	
LORTON	|	|		|	|		|	|			|	|		|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|			|	|		|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|		|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|		|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Exhibit C

Acquisition Phase Base Schedule - Sunday

Southbound

Timing of Slot Change						AQ	AQ								
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	16W	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	157	147	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	NFK	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	Su	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:00 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|	|	|		|	|	|
CRYSTAL CITY		|	|	|	|	|	|		|	|	|		|	|	|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:17 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|	|		|		|	|
LORTON		|	|	|				|	|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|	4:36 PM		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|	4:50 PM		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|	|		|		|	|
LEELAND ROAD		|	|	|				|	|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|	5:12 PM		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|	5:55 PM		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM	6:25 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM				7:46 PM			
WILLIAMSBURG							5:48 PM		|			8:39 PM			
NEWPORT NEWS							6:18 PM		|			9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM	7:01 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|	8:39 PM				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train	Existing Train- See note 1	Existing Train	Activate at Acquisition- See notes 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10 & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train

Northbound

Timing of Slot Change									AQ		AQ		
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu
NORFOLK				6:15 AM			|				1:46 PM		
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM	
NEWPORT NEWS					8:30 AM								
WILLIAMSBURG					8:52 AM								
MAIN STREET		6:10 AM			9:42 AM								5:59 PM
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|			4:09 PM	|	
SPOTSYLVANIA	|	|		|	|		|	|			|	|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM			4:56 PM	|	
LEELAND ROAD	|	|		|	|		|	|			|	|	
BROOKE	|	|		|	|		|	|			|	|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM			5:18 PM	|	
POTOMAC SHORES	|	|		|	|		|				|	|	
RIPPON	|	|		|	|		|	|			|	|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|			5:31 PM	|	
LORTON	|	|		|	|		|	|			|	|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|			|	|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change				P1		AQ	AQ													
Slot Number	DH	1	DH	2	3	4	5	6	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	REG	REG	REG	AMT	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	P1	P1	C	AQ	AQ	C	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	NEW-DH	NEW	67	NEW	151	89	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN		NFK	NPN	RNK	NPN	LD	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM		6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT		|		|	|	|	|	|	|	|	1:08 PM	1:23 PM	|	2:48 PM	|	3:28 PM	|	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY		|		|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM		7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD				|	|		|	|	|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON				|	|		|	|	|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE				7:26 AM	7:56 AM		9:28 AM	|	|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON				|	|		|	|	|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES				|	|		|	|	|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO				7:38 AM	8:08 AM		9:40 AM	|	11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE				|	|		|	|	|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD				|	|		|	|	|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG				8:02 AM	8:30 AM		10:05 AM	|	12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA				|	|		|	|	|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND				8:45 AM	9:13 AM		10:48 AM	|	|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:41 AM		8:11 AM	9:07 AM	9:39 AM		11:08 AM	12:19 PM	1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM		8:31 AM		10:08 AM		11:37 AM										6:35 PM			
WILLIAMSBURG				|	11:00 AM		12:29 PM								|		7:27 PM			
NEWPORT NEWS				|	11:31 AM		1:00 PM								|		7:58 PM			
PETERSBURG				9:49 AM				12:54 PM	2:13 PM				5:30 PM		5:56 PM					
NORFOLK				11:33 AM				|	|				7:08 PM		|					
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Staples Mill-Main Street Deadhead for slot 75	Activate at Phase 1- See notes 1 & 6	At completion of Phase 1 train will return to NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At completion of Phase 2, train terminates at RVM- See notes 1 & 3	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1					P1	AQ			AQ						P1	P1	P1	P1
Slot Number	22	23	24	25	27	28	29	30	31	32	33	34	35	36	37	38	39	40	*41*	42	43	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	VRE
Slot Activation	P1	C	C	P1	C	C	C	C	P1	AQ	C	C	AQ	C	C	C	C	C	*P1*	P1	P1	P1
Train Number	NEW	309	171	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	*NEW*	129	NEW	NEW
Final Destination	SPY	SPY	RNK	BRN	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:18 PM	5:28 PM	5:38 PM	|	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|	*8:08 PM*	|	9:58 PM	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:25 PM	5:35 PM	5:45 PM	|	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|	*8:15 PM*	|	10:05 PM	10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM				5:54 PM		|		6:24 PM		6:44 PM			7:24 PM		|	|	*8:34 PM*	|		10:54 PM
LORTON	5:01 PM	5:21 PM				6:01 PM		|		6:31 PM		6:51 PM			7:31 PM		|	|	*8:41 PM*	|		11:01 PM
WOODBRIDGE	5:09 PM	5:29 PM				6:09 PM		6:18 PM		6:39 PM		6:59 PM			7:39 PM		7:50 PM	|	*8:49 PM*	9:27 PM		11:09 PM
RIPPON	5:13 PM	5:33 PM				6:13 PM		|		6:43 PM		7:03 PM			7:43 PM		|	|	*8:53 PM*	|		11:13 PM
POTOMAC SHORES	*5:15 PM*	*5:35 PM*				*6:15 PM*		|		*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|	*8:55 PM*	|		*11:15 PM*
QUANTICO	5:25 PM	5:45 PM				6:25 PM		6:31 PM		6:55 PM		7:15 PM			7:55 PM		8:02 PM	|	*9:05 PM*	9:39 PM		11:25 PM
BROOKE	5:39 PM	5:59 PM				6:39 PM		|		7:09 PM		7:29 PM			8:09 PM		|	|	*9:19 PM*	|		11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM				6:48 PM		|		7:18 PM		7:38 PM			8:18 PM		|	|	*9:28 PM*	|		11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM				6:56 PM		7:01 PM		7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:56 PM
SPOTSYLVANIA	6:07 PM	6:27 PM				7:07 PM		|		7:37 PM		7:57 PM			8:37 PM		|	|	*9:47 PM*	|		12:07 AM
ASHLAND								7:41 PM									9:10 PM	|		10:47 PM		
STAPLES MILL ROAD								8:12 PM									9:32 PM	9:44 PM		11:07 PM		
MAIN STREET																	9:56 PM			11:36 PM		
WILLIAMSBURG																	10:52 PM					
NEWPORT NEWS																	11:23 PM					
PETERSBURG								8:49 PM										10:18 PM				
NORFOLK								10:27 PM										|				
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change					P1						P1		P1	AQ		P1							
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	C	C	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																							
PETERSBURG							3:33 AM																
NEWPORT NEWS																							5:35 AM
WILLIAMSBURG																							5:57 AM
MAIN STREET																	5:40 AM						6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM						7:25 AM
ASHLAND							|										6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|		7:06 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|		7:24 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|		7:30 AM		8:20 AM		|
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|		*7:49 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|		7:52 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|		8:05 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|		8:13 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:05 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:14 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:22 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	|
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See Note 1

Northbound (continued)

Timing of Slot Change	AQ			P1	P1					P1	AQ				P1		AQ	
Slot Number	71	73	74	75	76	77	78	79	80	81	82	83	84	86	*87*	88	89	DH
Train type	VRE	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	AMT	*VRE*	REG	REG	REG
Slot Activation	AQ	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	C	*P1*	C	AQ	P1
Train number	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	90	*NEW*	66	NEW	129-DH
Origin	SPY	NFK	RNK	NPN	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	LD	*BRN*	NPN	RNK	
NORFOLK		6:15 AM				9:30 AM	|				1:30 PM							
PETERSBURG		7:42 AM				10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM				
NEWPORT NEWS				7:50 AM	8:15 AM											4:50 PM		
WILLIAMSBURG				8:12 AM	8:37 AM											5:11 PM		
MAIN STREET				9:02 AM	9:30 AM											6:01 PM		12:05 AM
STAPLES MILL ROAD		8:25 AM		9:26 AM	10:05 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM		6:31 PM		12:25 AM
ASHLAND		8:39 AM		9:40 AM	10:18 AM	11:54 AM	|	|			3:54 PM			|		6:45 PM		
SPOTSYLVANIA	8:26 AM	|		|	|	|	|	|		4:06 PM	|			|		|		
FREDERICKSBURG	8:37 AM	9:26 AM		10:23 AM	11:05 AM	12:40 PM	|	3:07 PM		4:17 PM	4:41 PM			|		7:30 PM		
LEELAND ROAD	8:44 AM	|		|	|	|	|	|		4:24 PM	|			|		|		
BROOKE	8:50 AM	|		|	|	|	|	|		4:30 PM	|			|		|		
QUANTICO	9:03 AM	9:48 AM		10:43 AM	11:27 AM	1:01 PM	|	3:29 PM		4:43 PM	5:03 PM			|		7:56 PM		
POTOMAC SHORES	*9:09 AM*	|		|	|	|	|			|	|			|		|		
RIPPON	9:12 AM	|		|	|	|	|	|		|	|			|		|		
WOODBRIDGE	9:18 AM	10:01 AM		10:57 AM	11:41 AM	1:14 PM	|	|		4:58 PM	5:16 PM			|		8:11 PM		
LORTON	9:25 AM	|		|	|	|	|	|		|	|			|		|		
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|	|	|		5:13 PM	|			|		|		
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	11:21 AM	12:07 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM	
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	5:34 PM	|	|	|	|	7:54 PM	|	|	
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	|	8:02 PM	|	|	
UNION STATION	10:10 AM	10:51 AM	11:23 AM	11:44 AM	12:39 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM	
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Activate at completion of Phase 1- See notes 1,3, & 6	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Activate at Acquisition- See note 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See notes 1 & 4	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 42

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekends

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change		AQ		AQ								P1	P1			P1	P1	P1	P1				P1	P1
Slot Number	DH	2	3W	4	DH	6	8	9	11W	16	17W	21	22	23W	24W	27	28	33	34	36	37W	40	41W	42W
Train Type	REG	REG	REG	REG	REG	AMT	AMT	AMT	REG	AMT	REG	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG
Slot Activation	AQ	AQ	C	AQ	P1	C	C	C	C	C	C	P1	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1
Train Number	164-DH	NEW	65	NEW	126/146-DH	89	79	51	195	91	157	329	NEW	145-147	99	331	311	335	313	19	87	97	163/189	149/159
Final Destination		NFK	NPN	RNK		LD	NC	LD	NPN	LD	NFK	BRN	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM
Days of Operation	SaSu	Daily	SaSu	Daily	SaSu	Daily	Daily	Daily	SaSu	Daily	Su	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu
UNION STATION		6:50 AM	7:00 AM	8:40 AM		10:00 AM	11:08 AM	11:15 AM	2:50 PM	3:10 PM	4:00 PM	4:10 PM	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM
L'ENFANT		|	|	|		|	|	|		|		4:18 PM	4:28 PM			5:18 PM	5:28 PM	6:08 PM	6:18 PM	|		|	|	|
CRYSTAL CITY		|	|	|		|	|	|		|		4:25 PM	4:35 PM			5:25 PM	5:35 PM	6:15 PM	6:25 PM	|		|	|	|
ALEXANDRIA		7:08 AM	7:19 AM	8:59 AM		10:18 AM	11:26 AM	11:31 AM	3:07 PM	3:28 PM	4:17 PM	4:33 PM	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM
FRANCONIA-SPRINGFIELD		|	|			|	|		|	|	|		4:54 PM		|		5:54 PM		6:44 PM		|	|	|	|
LORTON		|	|			|	|		|	|	|		5:01 PM		|		6:01 PM		6:51 PM		|	|	|	|
WOODBRIDGE		7:26 AM	7:39 AM			|	|		3:25 PM	|	4:36 PM		5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM	|	8:30 PM	9:37 PM
RIPPON		|	|			|	|		|	|	|		5:13 PM		|		6:13 PM		7:03 PM		|	|	|	|
POTOMAC SHORES		|				|	|		|	|	|		*5:15 PM*		|		*6:15 PM*		*7:05 PM*		|	|	|	|
QUANTICO		7:38 AM	7:51 AM			|	11:56 AM		3:38 PM	|	4:50 PM		5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM	|	8:42 PM	9:49 PM
BROOKE		|	|			|	|		|	|	|		5:39 PM		|		6:39 PM		7:29 PM		|	|	|	|
LEELAND ROAD		|				|	|		|	|	|		5:48 PM		|		6:48 PM		7:38 PM		|	|	|	|
FREDERICKSBURG		8:02 AM	8:16 AM			|	12:19 PM		4:03 PM	|	5:12 PM		5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM
SPOTSYLVANIA		|	|			|	|		|	|	|		6:07 PM		|		7:07 PM		7:57 PM		|	|	|	|
ASHLAND		8:45 AM	8:59 AM			|	|		4:46 PM	|	5:55 PM				6:56 PM						8:56 PM	|	9:50 PM	10:57 PM
STAPLES MILL ROAD	5:30 AM	9:07 AM	9:27 AM		11:57 AM	12:19 PM	1:36 PM		5:08 PM	5:22 PM	6:25 PM				7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM
MAIN STREET	5:50 AM		9:59 AM		12:17 PM				5:39 PM						7:46 PM								10:41 PM	11:46 PM
WILLIAMSBURG		|	10:52 AM						6:31 PM	|					8:39 PM								11:33 PM	
NEWPORT NEWS		|	11:27 AM						7:02 PM	|					9:12 PM								12:04 AM	
PETERSBURG		9:49 AM				12:54 PM	2:13 PM			5:56 PM	7:01 PM										10:00 PM	10:18 PM		
NORFOLK		11:33 AM				|	|			|	8:39 PM										11:38 PM	|		
Notes	Staples Mill-Main Street Deadhead for slot 66W	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See note 1 & 6	Staples Mill-Main Street Deadhead for slot 79W	Existing Train	Existing Train- See note 1	Existing Train	Extend to NPN upon completion of Phase 1- See note 1	Existing Train	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1			AQ				AQ		
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W	79	83	84W	86	DH	88	89	DH	DH
Train Type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1	C	C	AQ	C	AQ	C	AQ	C	P1
Train Number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194/96	156	92	126/146	80	50	124	90	195-DH	66	NEW	1078-DH	149/159-DH
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM	LD	LD	NFK	LD		NPN	RNK		
Days of Operation	Daily	Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	SaSu	Sa	Daily	Fr	SaSu
NORFOLK											6:15 AM				|				1:46 PM					11:15 PM	
PETERSBURG	3:33 AM										7:42 AM				11:28 AM		1:11 PM		3:13 PM	4:20 PM				12:40 AM	
NEWPORT NEWS												7:50 AM	8:30 AM									5:05 PM			
WILLIAMSBURG												8:12 AM	8:52 AM									5:26 PM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM					5:59 PM	6:21 PM			12:06 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM	2:11 PM		3:54 PM	5:14 PM	6:19 PM	6:51 PM		1:16 AM	12:26 PM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM		|	1:26 PM	|		4:09 PM	|		7:05 PM			
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|	|	|		|		|		|	|		|			
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM		|	2:13 PM	3:07 PM		4:56 PM	|		7:50 PM			
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|	|	|		|		|		|	|		|			
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|	|	|		|		|		|	|		|			
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM		|	2:35 PM	3:29 PM		5:18 PM	|		8:16 PM			
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|	|	|		|		|		|	|		|			
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|	|	|		|		|		|	|		|			
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM		|	2:49 PM	|		5:31 PM	|		8:31 PM			
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|	|	|		|		|		|	|		|			
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|	|	|		|		|		|	|		|			
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM	4:03 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	9:29 PM		
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|	|	|	|	|	|	|	|	|	|		|	|		
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|	|	|	|	|	|	|	|	|	|		|	|		
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:51 AM	11:44 AM	12:42 PM	1:37 PM	2:38 PM	3:40 PM	4:29 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	10:00 PM		
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Existing Train	Main Street-Staples Mill Deadhead from slot 42W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change					P1		AQ	AQ		P2						P2	P2								
Slot Number	DH	DH	1	DH	2	3	4	5	6	7	8	9	10	11	DH	12	13	14	15	16	17	18	19	20	21
Train Type	REG	REG	VRE	REG	REG	REG	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	REG	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	P2	C	P1	P1	C	AQ	AQ	C	P2	C	C	C	C	P2	P2	P2	C	C	C	C	C	C	C	C
Train Number	86-DH	174-DH	321	NEW-DH	NEW	67	NEW	151	89	111	79	51	301	325	186-DH	141	NEW	95	303	91	327	125	305	307	329
Final Destination			BRN		NFK	NPN	RNK	RVM	LD	RVM	LD	LD	SPY	BRN		RVM	SPY	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION			6:35 AM		6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM		1:50 PM	2:05 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT			|		|	|	|	|	|	|	|	|	1:08 PM	1:23 PM		|	2:13 PM	|	2:48 PM	|	3:28 PM	|	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY			|		|	|	|	|	|	|	|	|	1:15 PM	1:30 PM		|	2:20 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA			6:52 AM		7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM		2:09 PM	2:28 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD					|	|		|	|	|	|		1:34 PM			|	2:39 PM	|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON					|	|		|	|	|	|		1:41 PM			|	2:46 PM	|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE					7:26 AM	7:56 AM		9:28 AM	|	11:01 AM	|		1:49 PM			2:27 PM	2:54 PM	3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON					|	|		|	|	|	|		1:53 PM			|	3:00 PM	|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES					|	|		|	|	|	|		*1:55 PM*			|		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO					7:38 AM	8:08 AM		9:40 AM	|	11:13 AM	11:56 AM		2:05 PM			2:39 PM	3:10 PM	3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE					|	|		|	|	|	|		2:19 PM			|	3:24 PM	|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD					|	|		|	|	|	|		2:28 PM			|	3:33 PM	|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG					8:02 AM	8:30 AM		10:05 AM	|	11:38 AM	12:19 PM		2:36 PM			3:04 PM	3:41 PM	3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA					|	|		|	|	|	|		2:47 PM			|	3:52 PM	|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND					8:45 AM	9:13 AM		10:48 AM	|	12:21 PM	|					3:46 PM		4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:41 AM	6:11 AM		8:11 AM	9:07 AM	9:39 AM		11:08 AM	12:19 PM	12:41 PM	1:36 PM				3:22 PM	4:06 PM		4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM	6:31 AM		8:31 AM		10:08 AM		11:37 AM		1:10 PM					3:42 PM	4:35 PM						6:35 PM			
WILLIAMSBURG					|	11:00 AM														|		7:27 PM			
NEWPORT NEWS					|	11:31 AM														|		7:58 PM			
PETERSBURG					9:49 AM				12:54 PM		2:13 PM							5:30 PM		5:56 PM					
NORFOLK					11:33 AM				|		|							7:08 PM		|					
Notes	Staples Mill-Main Street Deadhead for slot 62	Staples Mill-Main Street Deadhead for slot 70	Existing Train	Staples Mill-Main Street Deadhead for slot 75	Activate at Phase 1- See notes 1 & 6	At Acquisition train will switch to NFK from NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At Phase 2 train terminates at RVM- See notes 1 & 3	Existing Train	Activate at completion of Phase 2- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Staples Mill-Main Street Deadhead for slot 85	Activate at completion of Phase 2- See note 1	Activate at completion of Phase 2	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1	P2						P1	AQ			AQ						P1	P1	P1	P2	P1
Slot Number	22	23	24	25	26	27	28	29	DH	30	31	32	33	34	35	36	37	38	39	40	*41*	42	43	44	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	REG	VRE
Slot Activation	P1	C	C	P1	P2	C	C	C	P2	C	P1	AQ	C	C	AQ	C	C	C	C	C	*P1*	P1	P1	P2	P1
Train Number	NEW	309	171	NEW	NEW	331	311	333	NEW-DH	93	NEW	NEW	335	313	NEW	19	315	337	85	97	*NEW*	129	NEW	193	NEW
Final Destination	SPY	SPY	RNK	BRN	SPY	BRN	SPY	BRN		NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	RVM	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 PM		5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:00 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:08 PM	5:18 PM	5:28 PM	5:38 PM		|	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|	*8:08 PM*	|	9:58 PM	|	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:15 PM	5:25 PM	5:35 PM	5:45 PM		|	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|	*8:15 PM*	|	10:05 PM	|	10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:23 PM	5:33 PM	5:43 PM	5:53 PM		5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:19 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM			5:34 PM		5:54 PM			|		6:24 PM		6:44 PM			7:24 PM		|	|	*8:34 PM*	|		|	10:54 PM
LORTON	5:01 PM	5:21 PM			5:41 PM		6:01 PM			|		6:31 PM		6:51 PM			7:31 PM		|	|	*8:41 PM*	|		|	11:01 PM
WOODBRIDGE	5:09 PM	5:29 PM			5:49 PM		6:09 PM			6:18 PM		6:39 PM		6:59 PM			7:39 PM		7:50 PM	|	*8:49 PM*	9:27 PM		10:37 PM	11:09 PM
RIPPON	5:13 PM	5:33 PM			5:53 PM		6:13 PM			|		6:43 PM		7:03 PM			7:43 PM		|	|	*8:53 PM*	|		|	11:13 PM
POTOMAC SHORES	*5:15 PM*	*5:35 PM*			*5:55 PM*		*6:15 PM*			|		*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|	*8:55 PM*	|		|	*11:15 PM*
QUANTICO	5:25 PM	5:45 PM			6:05 PM		6:25 PM			6:31 PM		6:55 PM		7:15 PM			7:55 PM		8:02 PM	|	*9:05 PM*	9:39 PM		10:49 PM	11:25 PM
BROOKE	5:39 PM	5:59 PM			6:19 PM		6:39 PM			|		7:09 PM		7:29 PM			8:09 PM		|	|	*9:19 PM*	|		|	11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM			6:28 PM		6:48 PM			|		7:18 PM		7:38 PM			8:18 PM		|	|	*9:28 PM*	|		|	11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM			6:36 PM		6:56 PM			7:01 PM		7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:14 PM	11:56 PM
SPOTSYLVANIA	6:07 PM	6:27 PM			6:47 PM		7:07 PM			|		7:37 PM		7:57 PM			8:37 PM		|	|	*9:47 PM*	|		|	12:07 AM
ASHLAND										7:41 PM									9:10 PM	|		10:47 PM		11:57 PM	
STAPLES MILL ROAD									7:11 PM	8:12 PM									9:32 PM	9:44 PM		11:07 PM		12:17 AM	
MAIN STREET									7:31 PM										9:56 PM			11:36 PM		12:46 AM	
WILLIAMSBURG																			10:52 PM						
NEWPORT NEWS																			11:23 PM						
PETERSBURG										8:49 PM										10:18 PM					
NORFOLK										10:27 PM										|				
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	Staples Mill-Main Street Deadhead for slot 90	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2- See note 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change					P1						P1		P1	AQ		P1		P2			P2				
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	P2	C	C	P2	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	NEW	330	312	NEW	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	SPY	BRN	SPY	SPY	BRN	SPY	LD	RVM
NORFOLK																									
PETERSBURG							3:33 AM																		
NEWPORT NEWS																									
WILLIAMSBURG																									
MAIN STREET																	5:40 AM								6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM								7:25 AM
ASHLAND							|										6:19 AM								7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|	6:51 AM		7:06 AM	7:26 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM	7:02 AM		7:17 AM	7:37 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|	7:09 AM		7:24 AM	7:44 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|	7:15 AM		7:30 AM	7:50 AM		8:20 AM		|
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM	7:28 AM		7:43 AM	8:03 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|	*7:34 AM*		*7:49 AM*	*8:09 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|	7:37 AM		7:52 AM	8:12 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM	7:43 AM		7:58 AM	8:18 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|	7:50 AM		8:05 AM	8:25 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|	7:58 AM		8:13 AM	8:33 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:15 AM	8:25 AM	8:45 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:19 AM	8:24 AM	8:34 AM	8:54 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:27 AM	8:32 AM	8:42 AM	9:02 AM	9:12 AM	9:32 AM	|	9:38 AM
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:35 AM	8:40 AM	8:50 AM	9:10 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Activate at completion of Phase 2	Existing Train	Existing Train	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	At completion of Phase 2 train will originate from RVM- See note 1

Northbound (continued)

Timing of Slot Change	AQ	P2			P1	P1							P1	AQ			P2		P1			AQ	P2		
Slot Number	71	72	73	74	75	76	DH	77	78	DH	79	80	81	82	83	84	85	86	*87*	DH	88	89	90	DH	DH
Train type	VRE	REG	REG	REG	REG	REG	REG	REG	AMT	REG	REG	VRE	VRE	REG	AMT	VRE	REG	AMT	*VRE*	REG	REG	REG	REG	REG	REG
Slot Activation	AQ	P2	C	C	P1	P1	P1	C	C	P2	C	C	P1	AQ	C	C	P2	C	*P1*	P2	C	AQ	P2	P1	P2
Train number	NEW	NEW	84	176	NEW	184	151-DH	94	92	111-DH	80	336	NEW	138	50	338	186	90	*NEW*	141-DH	66	NEW	NEW	129-DH	193-DH
Origin	SPY	NPN	NFK	RNK	RVM	NPN		NFK	LD		LD	BRN	SPY	NFK	LD	BRN	RVM	LD	*BRN*		NPN	RNK	RVM		
NORFOLK			6:15 AM					9:30 AM	|					1:30 PM											
PETERSBURG			7:42 AM					10:57AM	11:28 AM		1:11 PM			2:57 PM				4:20 PM							
NEWPORT NEWS		6:22 AM				8:52 AM															4:50 PM				
WILLIAMSBURG		6:44 AM				9:13 AM															5:11 PM				
MAIN STREET		7:37 AM			9:02 AM	10:02 AM	11:57 AM			1:30 PM							4:02 PM			5:05 PM	6:01 PM		8:02 PM	11:56 PM	1:06 AM
STAPLES MILL ROAD		8:12 AM	8:25 AM		9:27 AM	10:27 AM	12:07 PM	11:38 AM	12:16 PM	1:50 PM	2:11 PM			3:38 PM			4:26 PM	5:14 PM		5:25 PM	6:31 PM		8:26 PM	12:16 AM	1:26 AM
ASHLAND		8:26 AM	8:39 AM		9:44 AM	10:44 AM		11:54 AM	|		|			3:54 PM			4:40 PM	|			6:45 PM		8:39 PM		
SPOTSYLVANIA	8:26 AM	|	|		|	|		|	|		|		4:06 PM	|			|	|			|		|		
FREDERICKSBURG	8:37 AM	9:13 AM	9:26 AM		10:33 AM	11:33 AM		12:40 PM	|		3:07 PM		4:17 PM	4:41 PM			5:23 PM	|			7:30 PM		9:22 PM		
LEELAND ROAD	8:44 AM	|	|		|	|		|	|		|		4:24 PM	|			|	|			|		|		
BROOKE	8:50 AM	|	|		|	|		|	|		|		4:30 PM	|			|	|			|		|		
QUANTICO	9:03 AM	9:35 AM	9:48 AM		10:56 AM	11:56 AM		1:01 PM	|		3:29 PM		4:43 PM	5:03 PM			5:43 PM	|			7:56 PM		9:42 PM		
POTOMAC SHORES	*9:09 AM*	|	|		|	|		|	|				|	|				|			|		|		
RIPPON	9:12 AM	|	|		|	|		|	|		|		|	|			|	|			|		|		
WOODBRIDGE	9:18 AM	9:49 AM	10:01 AM		11:11 AM	12:11 PM		1:14 PM	|		|		4:58 PM	5:16 PM			5:56 PM	|			8:11 PM		9:54 PM		
LORTON	9:25 AM	|	|		|	|		|	|		|		|	|			|	|			|		|		
FRANCONIA-SPRINGFIELD	9:33 AM	|	|		|	|		|	|		|		5:13 PM	|			|	|			|		|		
ALEXANDRIA	9:45 AM	10:15 AM	10:32 AM	11:08 AM	11:33 AM	12:33 PM		1:41 PM	2:04 PM		4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	6:23 PM	7:07 PM	7:45 PM		8:34 PM	9:29 PM	10:18 PM		
CRYSTAL CITY	9:54 AM	10:24 AM	|	|	11:39 AM	12:39 PM		|	|		|	|	5:34 PM	|	|	|	|	|	7:54 PM		|	|	|		
L'ENFANT	10:02 AM	10:32 AM	10:41 AM	11:17 AM	11:45 AM	12:45 PM		|	|		|	|	|	|	|	|	|	|	8:02 PM		8:47 PM	|	|		
UNION STATION	10:10 AM	10:40 AM	10:51 AM	11:23 AM	11:50 AM	12:50 PM		2:04 PM	2:38 PM		4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	6:48 PM	7:42 PM	8:10 PM		9:03 PM	10:00 PM	10:41 PM		
Notes	Activate at Acquisition	Activate at completion of Phase 2- See notes 1 & 6	Existing Train- See note 1	Existing Train- See note 1	At completion of Phase 2 train will terminate at RVM- See notes 1, 3, & 6	Activate at completion of Phase 1- See note 1	Main Street-Staples Mill Deadhead from slot 5	Existing Train- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 7	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- At Acquisition train will originate from NFK- See note 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 2- See note 1	Existing Train	Activate at completion of Phase 1- See note 1 & 4	Main Street-Staples Mill Deadhead from slot 12	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 42	Main Street-Staples Mill Deadhead from slot 44

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1, corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
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General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change		AQ		AQ			P2				P2					P1
Slot Number	DH	2	3W	4	DH	6	7	DH-NEW	8	9	10W	DH	11W	16	17W	21
Train Type	REG	REG	REG	REG	REG	AMT	REG	REG	AMT	AMT	REG	REG	REG	AMT	REG	VRE
Slot Activation	AQ	AQ	C	AQ	P1	C	P2	P2	C	C	P2	P2	C	C	C	P1
Train Number	164-DH	NEW	65	NEW	126/146-DH	89	111	NEW-DH	79	51	143	NEW-DH	195	91	157	329
Final Destination		NFK	NPN	RNK		LD	RVM		NC	LD	RVM		RVM	LD	NFK	BRN
Days of Operation	SaSu	Daily	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	Daily	SaSu	SaSu	SaSu	SaSu	Su	Daily
UNION STATION		6:50 AM	7:00 AM	8:40 AM		10:00 AM	10:24 AM		11:08 AM	11:15 AM	1:50 PM		2:50 PM	3:10 PM	4:00 PM	4:10 PM
L'ENFANT		|	|	|		|	|		|	|	|			|		4:18 PM
CRYSTAL CITY		|	|	|		|	|		|	|	|			|		4:25 PM
ALEXANDRIA		7:08 AM	7:19 AM	8:59 AM		10:18 AM	10:43 AM		11:26 AM	11:31 AM	2:09 PM		3:07 PM	3:28 PM	4:17 PM	4:33 PM
FRANCONIA-SPRINGFIELD		|	|			|	|		|		|		|	|	|	
LORTON		|	|			|	|		|		|		|	|	|	
WOODBRIDGE		7:26 AM	7:39 AM			|	11:01 AM		|		2:27 PM		3:25 PM	|	4:36 PM	
RIPPON		|	|			|	|		|		|		|	|	|	
POTOMAC SHORES		|				|	|		|		|		|	|	|	
QUANTICO		7:38 AM	7:51 AM			|	11:13 AM		11:56 AM		2:39 PM		3:38 PM	|	4:50 PM	
BROOKE		|	|			|	|		|		|		|	|	|	
LEELAND ROAD		|	|			|	|		|		|		|	|	|	
FREDERICKSBURG		8:02 AM	8:16 AM			|	11:38 AM		12:19 PM		3:04 PM		4:03 PM	|	5:12 PM	
SPOTSYLVANIA		|	|			|	|		|		|		|	|	|	
ASHLAND		8:45 AM	8:59 AM			|	12:21 PM		|		3:46 PM		4:46 PM	|	5:55 PM	
STAPLES MILL ROAD	5:30 AM	9:07 AM	9:27 AM		11:57 AM	12:19 PM	12:41 PM	1:26 PM	1:36 PM		4:06 PM	4:26 PM	5:08 PM	5:22 PM	6:25 PM	
MAIN STREET	5:50 AM		9:59 AM		12:17 PM		1:10 PM	1:46 PM			4:35 PM	4:46 PM	5:39 PM			
WILLIAMSBURG		|	10:52 AM											|		
NEWPORT NEWS		|	11:27 AM											|		
PETERSBURG		9:49 AM				12:54 PM			2:13 PM					5:56 PM	7:01 PM	
NORFOLK		11:33 AM				|			|					|	8:39 PM	
Notes	Staples Mill-Main Street Deadhead for slot 62W	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See notes 1 & 6	Staples Mill-Main Street Deadhead for slot 78W	Existing Train	Activate at completion of Phase 2- See note 1	Staples Mill-Main Street Deadhead for slot 81W	Existing Train- See note 1	Existing Train	Reactivate at completion of Phase 2- See note 1	Staples Mill-Main Street Deadhead for slot 84W	Existing Train-Train will terminate at RVM at completion of Phase 2	Existing Train	Existing Train- See note 1	Activate slot at completion of Phase 1

Southbound (continued)

Timing of Slot Change	P1				P1	P1	P1	P1					P1	P1	P2
Slot Number	22	23W	24W	DH	27	28	33	34	DH	36	37W	40	41W	42W	43W
Train Type	VRE	REG	REG	REG	VRE	VRE	VRE	VRE	REG	AMT	AMT	AMT	REG	REG	REG
Slot Activation	P1	C	C	P2	P1	P1	P1	P1	P2	C	C	C	P1	P1	P2
Train Number	307	145-147	99	NEW-DH	331	311	335	313	NEW-DH	19	87	97	163/189	149/159	135
Final Destination	SPY	RNK	NPN		BRN	SPY	BRN	SPY		LD	NFK	LD	NPN	RVM	RVM
Days of Operation	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	SaSu	SaSu
UNION STATION	4:20 PM	4:35 PM	5:00 PM		5:10 PM	5:20 PM	6:00 PM	6:10 PM		6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM	10:00 PM
L'ENFANT	4:28 PM	|	|		5:18 PM	5:28 PM	6:08 PM	6:18 PM		|	|	|	|	|	|
CRYSTAL CITY	4:35 PM	|	|		5:25 PM	5:35 PM	6:15 PM	6:25 PM		|	|	|	|	|	|
ALEXANDRIA	4:43 PM	5:07 PM	5:18 PM		5:33 PM	5:43 PM	6:23 PM	6:33 PM		7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM	10:19 PM
FRANCONIA-SPRINGFIELD	4:54 PM		|			5:54 PM		6:44 PM			|	|	|	|	|
LORTON	5:01 PM		|			6:01 PM		6:51 PM			|	|	|	|	|
WOODBRIDGE	5:09 PM		5:36 PM			6:09 PM		6:59 PM			7:36 PM	|	8:30 PM	9:37 PM	10:37 PM
RIPPON	5:13 PM		|			6:13 PM		7:03 PM			|	|	|	|	|
POTOMAC SHORES	*5:15 PM*		|			*6:15 PM*		*7:05 PM*			|	|	|	|	|
QUANTICO	5:25 PM		5:49 PM			6:25 PM		7:15 PM			7:48 PM	|	8:42 PM	9:49 PM	10:49 PM
BROOKE	5:39 PM		|			6:39 PM		7:29 PM			|	|	|	|	|
LEELAND ROAD	5:48 PM		|			6:48 PM		7:38 PM			|	|	|	|	|
FREDERICKSBURG	5:56 PM		6:13 PM			6:56 PM		7:46 PM			8:13 PM	8:33 PM	9:07 PM	10:14 PM	11:14 PM
SPOTSYLVANIA	6:07 PM		|			7:07 PM		7:57 PM			|	|	|	|	|
ASHLAND			6:56 PM								8:56 PM	|	9:50 PM	10:57 PM	11:57 PM
STAPLES MILL ROAD			7:19 PM	11:57 AM					7:22 PM		9:24 PM	9:44 PM	10:12 PM	11:17 PM	12:17 AM
MAIN STREET			7:46 PM	12:17 PM					7:42 PM				10:41 PM	11:46 PM	12:46 AM
WILLIAMSBURG			8:39 PM										11:33 PM		
NEWPORT NEWS			9:12 PM										12:04 AM		
PETERSBURG											10:00 PM	10:18 PM			
NORFOLK											11:38 PM	|			
Notes	Activate slot at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Staples Mill-Main Street Deadhead for slot 79W	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Staples Mill-Main Street Deadhead for slot 90W	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 2- See note 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Northbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W
Train type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1
Train number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194-96	156	92	126/146
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM
Days of Operation		Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu
NORFOLK											6:15 AM				|	
PETERSBURG	3:33 AM										7:42 AM				11:28 AM	
NEWPORT NEWS												7:22 AM	8:30 AM			
WILLIAMSBURG												6:44 AM	8:52 AM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM		|	1:26 PM
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|	|	|		|	
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM		|	2:13 PM
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|	|	|		|	
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|	|	|		|	
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM		|	2:35 PM
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|	|	|		|	
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|	|	|		|	
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM		|	2:49 PM
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|	|	|		|	
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|	|	|		|	
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|	|	|	|	|	|
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|	|	|	|	|	|
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:49 AM	11:44 AM	12:20 PM	1:37 PM	2:38 PM	3:40 PM
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	At completion of Phase 1 originate from NPN- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1

Northbound (continued)

Timing of Slot Change			P2		AQ			P2			AQ	P2			
Slot Number	79	DH	81W	83	84W	86	DH	85W	DH	88	89	90	DH	DH	DH
Train type	REG	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG	REG	REG	REG	REG
Slot Activation	C	P2	P2	C	AQ	C	P2	P2	AQ	C	AQ	P2	P1	C	P2
Train number	80	111-DH	NEW	50	124	90	143-DH	NEW	195-DH	66	NEW	NEW	149/159-DH	1078-DH	135-DH
Origin	LD		RVM	LD	NFK	LD		RVM		NPN	RNK	RVM			
Days of Operation	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Sa	Daily	Daily	SaSu	Fr	SaSu
NORFOLK	|				1:46 PM	|								11:15 PM	
PETERSBURG	1:11 PM				3:13 PM	4:20 PM								12:40 AM	
NEWPORT NEWS										5:05 PM					
WILLIAMSBURG										5:26 PM					
MAIN STREET		1:30 PM	2:06 PM				4:55 PM	5:06 PM	5:59 PM	6:21 PM		8:02 PM	12:06 PM		1:06 AM
STAPLES MILL ROAD	2:11 PM	1:50 PM	2:36 PM		3:54 PM	5:14 PM	5:15 PM	5:36 PM	6:19 PM	6:51 PM		8:26 PM	12:26 PM	1:16 AM	1:26 AM
ASHLAND	|		2:50 PM		4:09 PM	|		5:50 PM		7:05 PM		8:39 PM			
SPOTSYLVANIA	|				|	|				|		|			
FREDERICKSBURG	3:07 PM		3:35 PM		4:56 PM	|		6:35 PM		7:50 PM		9:22 PM			
LEELAND ROAD	|				|	|				|		|			
BROOKE	|				|	|				|		|			
QUANTICO	3:29 PM		4:01 PM		5:18 PM	|		7:01 PM		8:16 PM		9:42 PM			
POTOMAC SHORES					|	|				|		|			
RIPPON	|				|	|				|		|			
WOODBRIDGE	|		4:16 PM		5:31 PM	|		7:16 PM		8:31 PM		9:54 PM			
LORTON	|				|	|				|		|			
FRANCONIA-SPRINGFIELD	|				|	|				|		|			
ALEXANDRIA	4:03 PM		4:39 PM	6:02 PM	6:02 PM	7:07 PM		7:39 PM		8:54 PM	9:29 PM	10:18 PM			
CRYSTAL CITY	|			|	|	|				|	|	|			
L'ENFANT	|			|	|	|				|	|	|			
UNION STATION	4:29 PM		5:08 PM	6:19 PM	6:22 PM	7:42 PM		8:08 PM		9:23 PM	10:00 PM	10:41 PM			
Notes	Existing Train	Main Street-Staples Mill Deadhead from slot 7	Activate at Phase 2- See notes 1 & 6	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 10W	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 42W- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 43W- See note 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News, upon completion of phase 2 Slot 5 (Train 151) will terminate at RVM, Slot 75 (NEW Train) will originate from RVM
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

EXHIBIT B – Passenger Schedules v 6.1

Acquisition Phase Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change				AQ		AQ												
Slot Number	DH	1	3	5	6	6A	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	C	AQ	C	AQ	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	67	151	89	183	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN	NFK	NPN	LD	RNK	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM	7:20 AM	8:50 AM	10:00 AM	11:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT		|	|	|	|	|	|	|	1:08 PM	1:23 PM	2:34 PM	2:48 PM	|	3:28 PM	3:36 PM	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY		|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM	7:39 AM	9:09 AM	10:18 AM	11:19 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD			|	|	|		|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON			|	|	|		|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE			7:59 AM	9:28 AM	|		|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON			|	|	|		|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES			|	|	|		|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO			8:11 AM	9:40 AM	|		11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE			|	|	|		|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD			|	|	|		|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG			8:36 AM	10:05 AM	|		12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA			|	|	|		|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND			9:19 AM	10:48 AM	|		|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:41 AM		9:47 AM	11:08 AM	12:19 PM		1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM			11:40 AM											6:35 PM			
WILLIAMSBURG				12:33 PM									|		7:27 PM			
NEWPORT NEWS				1:08 PM									|		7:58 PM			
PETERSBURG			10:23 AM		12:54 PM		2:13 PM				5:30 PM		5:56 PM					
NORFOLK			12:01 PM		|		|				7:08 PM		|				
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Existing Train- At Acquisition train will switch from NPN to NFK- See notes 1 & 3	Activate at Acquisition- See notes 1 & 3	Existing Train	Activate at Acquisition- See notes 1 & 9	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change							AQ			AQ					
Slot Number	23	24	27	28	29	30	32	33	34	35	36	37	38	39	40
Train Type	VRE	REG	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT
Slot Activation	C	C	C	C	C	C	AQ	C	C	AQ	C	C	C	C	C
Train Number	309	171	331	311	333	93	NEW	335	313	NEW	19	315	337	85	97
Final Destination	SPY	RNK	BRN	SPY	BRN	NFK	SPY	BRN	SPY	BRN	LD	SPY	BRN	RVM	LD
UNION STATION	4:40 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM
L'ENFANT	4:48 PM	|	5:18 PM	5:28 PM	5:38 PM	|	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|
CRYSTAL CITY	4:55 PM	|	5:25 PM	5:35 PM	5:45 PM	|	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|
ALEXANDRIA	5:03 PM	5:11 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM
FRANCONIA-SPRINGFIELD	5:14 PM			5:54 PM		|	6:24 PM		6:44 PM			7:24 PM		|	|
LORTON	5:21 PM			6:01 PM		|	6:31 PM		6:51 PM			7:31 PM		|	|
WOODBRIDGE	5:29 PM			6:09 PM		6:18 PM	6:39 PM		6:59 PM			7:39 PM		7:50 PM	|
RIPPON	5:33 PM			6:13 PM		|	6:43 PM		7:03 PM			7:43 PM		|	|
POTOMAC SHORES	*5:35 PM*			*6:15 PM*		|	*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|
QUANTICO	5:45 PM			6:25 PM		6:31 PM	6:55 PM		7:15 PM			7:55 PM		8:02 PM	|
BROOKE	5:59 PM			6:39 PM		|	7:09 PM		7:29 PM			8:09 PM		|	|
LEELAND ROAD	6:08 PM			6:48 PM		|	7:18 PM		7:38 PM			8:18 PM		|	|
FREDERICKSBURG	6:16 PM			6:56 PM		7:01 PM	7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM
SPOTSYLVANIA	6:27 PM			7:07 PM		|	7:37 PM		7:57 PM			8:37 PM		|	|
ASHLAND						7:41 PM								9:10 PM	|
STAPLES MILL ROAD						8:12 PM								9:32 PM	9:44 PM
MAIN STREET														9:56 PM	
WILLIAMSBURG														10:52 PM	
NEWPORT NEWS														11:23 PM	
PETERSBURG						8:49 PM									10:18 PM
NORFOLK						10:27 PM									|
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1,2, & 7	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change											AQ								
Slot Number	46	47	48	49	51	52	53	54	55	57	59	60	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	C	C	AQ	C	C	C	C	C	C	C	C
Train number	322	300	324	302	304	98	326	306	328	308	NEW	310	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	SPY	LD	BRN	SPY	BRN	SPY	BRN	SPY	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																			
PETERSBURG						3:33 AM													
NEWPORT NEWS																			5:35 AM
WILLIAMSBURG																			5:57 AM
MAIN STREET													5:40 AM						6:50 AM
STAPLES MILL ROAD						4:32 AM							6:05 AM						7:25 AM
ASHLAND						|							6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM	5:21 AM	|		5:41 AM		6:01 AM		6:26 AM	|		7:06 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM	5:32 AM	5:29 AM		5:52 AM		6:12 AM		6:38 AM	7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM	5:39 AM	|		5:59 AM		6:19 AM		6:44 AM	|		7:24 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM	5:45 AM	|		6:05 AM		6:25 AM		6:50 AM	|		7:30 AM		8:20 AM		|
QUANTICO		|		5:43 AM	5:58 AM	|		6:18 AM		6:38 AM		7:03 AM	7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*	*6:04 AM*	|		*6:24 AM*		*6:44 AM*		*7:09 AM*	|		*7:49 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM	6:07 AM	|		6:27 AM		6:47 AM		7:12 AM	|		7:52 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM	6:13 AM	|		6:33 AM		6:53 AM		7:18 AM	7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM	6:20 AM	|		6:40 AM		7:00 AM		7:25 AM	|		8:05 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM	6:28 AM	|		6:48 AM		7:08 AM		7:33 AM	|		8:13 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:35 AM	7:45 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:29 AM	7:44 AM	7:54 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:37 AM	7:52 AM	8:02 AM	8:11 AM	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	|
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:45 AM	8:00 AM	8:10 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1

Northbound (continued)

Timing of Slot Change	AQ						AQ		AQ					
Slot Number	71	73	74	77	78	79	79A	80	82	83	84	86	88	DH
Train type	VRE	REG	REG	REG	AMT	REG	REG	VRE	REG	AMT	VRE	AMT	REG	REG
Slot Activation	AQ	C	C	C	C	C	AQ	C	AQ	C	C	C	C	AQ
Train number	NEW	84	176	94	92	80	178	336	138	50	338	90	66	85-DH
Origin	SPY	NFK	RNK	NFK	LD	LD	RNK	BRN	NFK	LD	BRN	LD	NPN	
NORFOLK		6:15 AM		9:30 AM	|				1:30 PM					
PETERSBURG		7:42 AM		10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM		
NEWPORT NEWS													4:50 PM	
WILLIAMSBURG													5:11 PM	
MAIN STREET													6:01 PM	11:05 PM
STAPLES MILL ROAD		8:25 AM		11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM	6:31 PM	11:25 PM
ASHLAND		8:39 AM		11:54 AM	|	|			3:54 PM			|	6:45 PM	
SPOTSYLVANIA	8:26 AM	|		|	|	|			|			|	|	
FREDERICKSBURG	8:37 AM	9:26 AM		12:40 PM	|	3:07 PM			4:41 PM			|	7:30 PM	
LEELAND ROAD	8:44 AM	|		|	|	|			|			|	|	
BROOKE	8:50 AM	|		|	|	|			|			|	|	
QUANTICO	9:03 AM	9:48 AM		1:01 PM	|	3:29 PM			5:03 PM			|	7:56 PM	
POTOMAC SHORES	*9:09 AM*	|		|	|				|			|	|	
RIPPON	9:12 AM	|		|	|	|			|			|	|	
WOODBRIDGE	9:18 AM	10:01 AM		1:14 PM	|	|			5:16 PM			|	8:11 PM	
LORTON	9:25 AM	|		|	|	|			|			|	|	
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|			|			|	|	
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	1:41 PM	2:04 PM	4:03 PM	4:10 PM	4:32 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	8:34 PM	
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	10:10 AM	10:51 AM	11:23 AM	2:04 PM	2:38 PM	4:29 PM	4:30 PM	4:57 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	9:03 PM	
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition See note 1	Existing Train- See note 1	Activate at Acquisition See note 1	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Main Street-Staples Mill Deadhead from slot 39- See notes 2 & 8

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Saturday

FD 36544

Confidential Business Information Redacted

Exhibit C

Southbound

Timing of Slot Change						AQ	AQ							
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	145	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|			|		|
CRYSTAL CITY		|	|	|	|	|	|		|			|		|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|		|		|	|
LORTON		|	|	|				|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|		|		|	|
LEELAND ROAD		|	|	|				|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM			7:46 PM			
WILLIAMSBURG							5:48 PM		|		8:39 PM			
NEWPORT NEWS							6:18 PM		|		9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at Acquisition- See note 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10, & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1

Northbound

Timing of Slot Change									AQ		AQ				
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH	88	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ	C	C
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH	66	1078-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD		NPN	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Fr
NORFOLK				6:15 AM			|				1:46 PM				11:15 PM
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS					8:30 AM									5:05 PM	
WILLIAMSBURG					8:52 AM									5:26 PM	
MAIN STREET		6:10 AM			9:42 AM								5:59 PM	6:21 PM	
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM	6:51 PM	1:16 AM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|			4:09 PM	|		7:05 PM	
SPOTSYLVANIA	|	|		|	|		|	|			|	|		|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM			4:56 PM	|		7:50 PM	
LEELAND ROAD	|	|		|	|		|	|			|	|		|	
BROOKE	|	|		|	|		|	|			|	|		|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM			5:18 PM	|		8:16 PM	
POTOMAC SHORES	|	|		|	|		|				|	|		|	
RIPPON	|	|		|	|		|	|			|	|		|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|			5:31 PM	|		8:31 PM	
LORTON	|	|		|	|		|	|			|	|		|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|			|	|		|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|		|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|		|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Sunday

FD 36544

Confidential Business Information Redacted

Exhibit C

Southbound

Timing of Slot Change						AQ	AQ								
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	16W	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	157	147	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	NFK	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	Su	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:00 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT		|	|	|	|	|	|		|	|	|		|	|	|
CRYSTAL CITY		|	|	|	|	|	|		|	|	|		|	|	|
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:17 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD		|	|	|				|	|	|		|		|	|
LORTON		|	|	|				|	|	|		|		|	|
WOODBRIDGE		7:45 AM	|	|			2:29 PM	3:25 PM	|	4:36 PM		5:36 PM		7:36 PM	|
RIPPON		|	|	|				|	|	|		|		|	|
POTOMAC SHORES		|	|	|				|	|	|		|		|	|
QUANTICO		8:01 AM	|	11:56 AM			2:43 PM	3:38 PM	|	4:50 PM		5:49 PM		7:48 PM	|
BROOKE		|	|	|				|	|	|		|		|	|
LEELAND ROAD		|	|	|				|	|	|		|		|	|
FREDERICKSBURG		8:26 AM	|	12:19 PM			3:10 PM	4:03 PM	|	5:12 PM		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA		|	|	|				|	|	|		|		|	|
ASHLAND		9:13 AM	|	|			3:53 PM	4:46 PM	|	5:55 PM		6:56 PM		8:56 PM	|
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM	6:25 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM				7:46 PM			
WILLIAMSBURG							5:48 PM		|			8:39 PM			
NEWPORT NEWS							6:18 PM		|			9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM	7:01 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM	|	|					|	8:39 PM				11:38 PM	|
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train	Existing Train- See note 1	Existing Train	Activate at Acquisition- See notes 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10 & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train

Northbound

Timing of Slot Change									AQ		AQ		
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu
NORFOLK				6:15 AM			|				1:46 PM		
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM	
NEWPORT NEWS					8:30 AM								
WILLIAMSBURG					8:52 AM								
MAIN STREET		6:10 AM			9:42 AM								5:59 PM
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM
ASHLAND	|	6:50 AM		8:39 AM	10:33 AM		|	|			4:09 PM	|	
SPOTSYLVANIA	|	|		|	|		|	|			|	|	
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		|	3:07 PM			4:56 PM	|	
LEELAND ROAD	|	|		|	|		|	|			|	|	
BROOKE	|	|		|	|		|	|			|	|	
QUANTICO	|	7:55 AM		9:48 AM	11:39 AM		|	3:29 PM			5:18 PM	|	
POTOMAC SHORES	|	|		|	|		|				|	|	
RIPPON	|	|		|	|		|	|			|	|	
WOODBRIDGE	|	8:09 AM		10:02 AM	11:54 AM		|	|			5:31 PM	|	
LORTON	|	|		|	|		|	|			|	|	
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|			|	|	
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM	
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change		P1		AQ	AQ													
Slot Number	1	2	3	4	5	6	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	VRE	REG	REG	REG	REG	AMT	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	C	P1	C	AQ	AQ	C	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	321	NEW	67	NEW	151	89	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination	BRN	NFK	NPN	RNK	NPN	LD	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION	6:35 AM	6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT	|	|	|	|	|	|	|	|	1:08 PM	1:23 PM	|	2:48 PM	|	3:28 PM	|	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY	|	|	|	|	|	|	|	|	1:15 PM	1:30 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA	6:52 AM	7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD		|	|		|	|	|		1:34 PM		|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON		|	|		|	|	|		1:41 PM		|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE		7:26 AM	7:56 AM		9:28 AM	|	|		1:49 PM		3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON		|	|		|	|	|		1:53 PM		|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES		|	|		|	|	|		*1:55 PM*		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO		7:38 AM	8:08 AM		9:40 AM	|	11:56 AM		2:05 PM		3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE		|	|		|	|	|		2:19 PM		|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD		|	|		|	|	|		2:28 PM		|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG		8:02 AM	8:30 AM		10:05 AM	|	12:19 PM		2:36 PM		3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA		|	|		|	|	|		2:47 PM		|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND		8:45 AM	9:13 AM		10:48 AM	|	|				4:26 PM		|		5:32 PM			
STAPLES MILL ROAD		9:07 AM	9:39 AM		11:08 AM	12:19 PM	1:36 PM				4:53 PM		5:22 PM		6:06PM			
MAIN STREET			10:08 AM		11:37 AM										6:35 PM			
WILLIAMSBURG		|	11:00 AM		12:29 PM								|		7:27 PM			
NEWPORT NEWS		|	11:31 AM		1:00 PM								|		7:58 PM			
PETERSBURG		9:49 AM				12:54 PM	2:13 PM				5:30 PM		5:56 PM					
NORFOLK		11:33 AM				|	|				7:08 PM		|					
Notes	Existing Train	Activate at Phase 1- See notes 1 & 6	At completion of Phase 1 train will return to NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At completion of Phase 2, train terminates at RVM- See notes 1 & 3	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1					P1	AQ			AQ						P1	P1	P1	P1
Slot Number	22	23	24	25	27	28	29	30	31	32	33	34	35	36	37	38	39	40	*41*	42	43	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	VRE
Slot Activation	P1	C	C	P1	C	C	C	C	P1	AQ	C	C	AQ	C	C	C	C	C	*P1*	P1	P1	P1
Train Number	NEW	309	171	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	*NEW*	129	NEW	NEW
Final Destination	SPY	SPY	RNK	BRN	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:18 PM	5:28 PM	5:38 PM	|	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|	*8:08 PM*	|	9:58 PM	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:25 PM	5:35 PM	5:45 PM	|	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|	*8:15 PM*	|	10:05 PM	10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM				5:54 PM		|		6:24 PM		6:44 PM			7:24 PM		|	|	*8:34 PM*	|		10:54 PM
LORTON	5:01 PM	5:21 PM				6:01 PM		|		6:31 PM		6:51 PM			7:31 PM		|	|	*8:41 PM*	|		11:01 PM
WOODBRIDGE	5:09 PM	5:29 PM				6:09 PM		6:18 PM		6:39 PM		6:59 PM			7:39 PM		7:50 PM	|	*8:49 PM*	9:27 PM		11:09 PM
RIPPON	5:13 PM	5:33 PM				6:13 PM		|		6:43 PM		7:03 PM			7:43 PM		|	|	*8:53 PM*	|		11:13 PM
POTOMAC SHORES	*5:15 PM*	*5:35 PM*				*6:15 PM*		|		*6:45 PM*		*7:05 PM*			*7:45 PM*		|	|	*8:55 PM*	|		*11:15 PM*
QUANTICO	5:25 PM	5:45 PM				6:25 PM		6:31 PM		6:55 PM		7:15 PM			7:55 PM		8:02 PM	|	*9:05 PM*	9:39 PM		11:25 PM
BROOKE	5:39 PM	5:59 PM				6:39 PM		|		7:09 PM		7:29 PM			8:09 PM		|	|	*9:19 PM*	|		11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM				6:48 PM		|		7:18 PM		7:38 PM			8:18 PM		|	|	*9:28 PM*	|		11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM				6:56 PM		7:01 PM		7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:56 PM
SPOTSYLVANIA	6:07 PM	6:27 PM				7:07 PM		|		7:37 PM		7:57 PM			8:37 PM		|	|	*9:47 PM*	|		12:07 AM
ASHLAND								7:41 PM									9:10 PM	|		10:47 PM		
STAPLES MILL ROAD								8:12 PM									9:32 PM	9:44 PM		11:07 PM		
MAIN STREET																	9:56 PM			11:36 PM		
WILLIAMSBURG																	10:52 PM					
NEWPORT NEWS																	11:23 PM					
PETERSBURG								8:49 PM										10:18 PM				
NORFOLK								10:27 PM										|			
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change					P1						P1		P1	AQ		P1							
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	C	C	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																							
PETERSBURG							3:33 AM																
NEWPORT NEWS																							5:35 AM
WILLIAMSBURG																							5:57 AM
MAIN STREET																	5:40 AM						6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM						7:25 AM
ASHLAND							|										6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|		7:06 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|		7:24 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|		7:30 AM		8:20 AM		|
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|		*7:49 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|		7:52 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|		8:05 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|		8:13 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:05 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:14 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:24 AM	8:34 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:22 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:32 AM	8:42 AM	9:12 AM	9:32 AM	|	|
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See Note 1

Northbound (continued)

Timing of Slot Change	AQ			P1	P1					P1	AQ				P1		AQ
Slot Number	71	73	74	75	76	77	78	79	80	81	82	83	84	86	*87*	88	89
Train type	VRE	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	AMT	*VRE*	REG	REG
Slot Activation	AQ	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	C	*P1*	C	AQ
Train number	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	90	*NEW*	66	NEW
Origin	SPY	NFK	RNK	NPN	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	LD	*BRN*	NPN	RNK
NORFOLK		6:15 AM				9:30 AM	|				1:30 PM						
PETERSBURG		7:42 AM				10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM			
NEWPORT NEWS				7:50 AM	8:15 AM											4:50 PM	
WILLIAMSBURG				8:12 AM	8:37 AM											5:11 PM	
MAIN STREET				9:02 AM	9:30 AM											6:01 PM	
STAPLES MILL ROAD		8:25 AM		9:26 AM	10:05 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM		6:31 PM	
ASHLAND		8:39 AM		9:40 AM	10:18 AM	11:54 AM	|	|			3:54 PM			|		6:45 PM	
SPOTSYLVANIA	8:26 AM	|		|	|	|	|	|		4:06 PM	|			|		|	
FREDERICKSBURG	8:37 AM	9:26 AM		10:23 AM	11:05 AM	12:40 PM	|	3:07 PM		4:17 PM	4:41 PM			|		7:30 PM	
LEELAND ROAD	8:44 AM	|		|	|	|	|	|		4:24 PM	|			|		|	
BROOKE	8:50 AM	|		|	|	|	|	|		4:30 PM	|			|		|	
QUANTICO	9:03 AM	9:48 AM		10:43 AM	11:27 AM	1:01 PM	|	3:29 PM		4:43 PM	5:03 PM			|		7:56 PM	
POTOMAC SHORES	*9:09 AM*	|		|	|	|	|			|	|			|		|	
RIPPON	9:12 AM	|		|	|	|	|	|		|	|			|		|	
WOODBRIDGE	9:18 AM	10:01 AM		10:57 AM	11:41 AM	1:14 PM	|	|		4:58 PM	5:16 PM			|		8:11 PM	
LORTON	9:25 AM	|		|	|	|	|	|		|	|			|		|	
FRANCONIA-SPRINGFIELD	9:33 AM	|		|	|	|	|	|		5:13 PM	|			|		|	
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	11:21 AM	12:07 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM
CRYSTAL CITY	9:54 AM	|	|	|	|	|	|	|	|	5:34 PM	|	|	|	|	7:54 PM	|	|
L'ENFANT	10:02 AM	|	|	|	|	|	|	|	|	|	|	|	|	|	8:02 PM	|	|
UNION STATION	10:10 AM	10:51 AM	11:23 AM	11:44 AM	12:39 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Activate at completion of Phase 1- See notes 1,3, & 6	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Activate at Acquisition- See note 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See notes 1 & 4	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
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Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
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Phase 1 Base Schedule - Weekends

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change	AQ		AQ							P1	P1			P1	P1	P1	P1				P1	P1
Slot Number	2	3W	4	6	8	9	11W	16	17W	21	22	23W	24W	27	28	33	34	36	37W	40	41W	42W
Train Type	REG	REG	REG	AMT	AMT	AMT	REG	AMT	REG	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG
Slot Activation	AQ	C	AQ	C	C	C	C	C	C	P1	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1
Train Number	NEW	65	NEW	89	79	51	195	91	157	329	NEW	145-147	99	331	311	335	313	19	87	97	163/189	149/159
Final Destination	NFK	NPN	RNK	LD	NC	LD	NPN	LD	NFK	BRN	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM
Days of Operation	Daily	SaSu	Daily	Daily	Daily	Daily	SaSu	Daily	Su	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu
UNION STATION	6:50 AM	7:00 AM	8:40 AM	10:00 AM	11:08 AM	11:15 AM	2:50 PM	3:10 PM	4:00 PM	4:10 PM	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM
L'ENFANT	|	|	|	|	|	|		|		4:18 PM	4:28 PM			5:18 PM	5:28 PM	6:08 PM	6:18 PM	|		|	|	|
CRYSTAL CITY	|	|	|	|	|	|		|		4:25 PM	4:35 PM			5:25 PM	5:35 PM	6:15 PM	6:25 PM	|		|	|	|
ALEXANDRIA	7:08 AM	7:19 AM	8:59 AM	10:18 AM	11:26 AM	11:31 AM	3:07 PM	3:28 PM	4:17 PM	4:33 PM	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM
FRANCONIA-SPRINGFIELD	|	|		|	|		|	|	|		4:54 PM		|		5:54 PM		6:44 PM		|	|	|	|
LORTON	|	|		|	|		|	|	|		5:01 PM		|		6:01 PM		6:51 PM		|	|	|	|
WOODBRIDGE	7:26 AM	7:39 AM		|	|		3:25 PM	|	4:36 PM		5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM	|	8:30 PM	9:37 PM
RIPPON	|	|		|	|		|	|	|		5:13 PM		|		6:13 PM		7:03 PM		|	|	|	|
POTOMAC SHORES	|			|	|		|	|	|		*5:15 PM*		|		*6:15 PM*		*7:05 PM*		|	|	|	|
QUANTICO	7:38 AM	7:51 AM		|	11:56 AM		3:38 PM	|	4:50 PM		5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM	|	8:42 PM	9:49 PM
BROOKE	|	|		|	|		|	|	|		5:39 PM		|		6:39 PM		7:29 PM		|	|	|	|
LEELAND ROAD	|			|	|		|	|	|		5:48 PM		|		6:48 PM		7:38 PM		|	|	|	|
FREDERICKSBURG	8:02 AM	8:16 AM		|	12:19 PM		4:03 PM	|	5:12 PM		5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM
SPOTSYLVANIA	|	|		|	|		|	|	|		6:07 PM		|		7:07 PM		7:57 PM		|	|	|	|
ASHLAND	8:45 AM	8:59 AM		|	|		4:46 PM	|	5:55 PM				6:56 PM						8:56 PM	|	9:50 PM	10:57 PM
STAPLES MILL ROAD	9:07 AM	9:27 AM		12:19 PM	1:36 PM		5:08 PM	5:22 PM	6:25 PM				7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM
MAIN STREET		9:59 AM					5:39 PM						7:46 PM								10:41 PM	11:46 PM
WILLIAMSBURG	|	10:52 AM					6:31 PM	|					8:39 PM								11:33 PM	
NEWPORT NEWS	|	11:27 AM					7:02 PM	|					9:12 PM								12:04 AM	
PETERSBURG	9:49 AM			12:54 PM	2:13 PM			5:56 PM	7:01 PM										10:00 PM	10:18 PM		
NORFOLK	11:33 AM			|	|			|	8:39 PM										11:38 PM	|		
Notes	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See note 1 & 6	Existing Train	Existing Train- See note 1	Existing Train	Extend to NPN upon completion of Phase 1- See note 1	Existing Train	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1			AQ			AQ	
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W	79	83	84W	86	88	89	DH
Train Type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1	C	C	AQ	C	C	AQ	C
Train Number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194/96	156	92	126/146	80	50	124	90	66	NEW	1078-DH
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM	LD	LD	NFK	LD	NPN	RNK	
Days of Operation	Daily	Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	Sa	Daily	Fr
NORFOLK											6:15 AM				|				1:46 PM				11:15 PM
PETERSBURG	3:33 AM										7:42 AM				11:28 AM		1:11 PM		3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS												7:50 AM	8:30 AM								5:05 PM		
WILLIAMSBURG												8:12 AM	8:52 AM								5:26 PM		
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM					6:21 PM		
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM	2:11 PM		3:54 PM	5:14 PM	6:51 PM		1:16 AM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM		|	1:26 PM	|		4:09 PM	|	7:05 PM		
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|	|	|		|		|		|	|	|		
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM		|	2:13 PM	3:07 PM		4:56 PM	|	7:50 PM		
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|	|	|		|		|		|	|	|		
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|	|	|		|		|		|	|	|		
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM		|	2:35 PM	3:29 PM		5:18 PM	|	8:16 PM		
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|	|	|		|				|	|	|		
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|	|	|		|		|		|	|	|		
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM		|	2:49 PM	|		5:31 PM	|	8:31 PM		
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|	|	|		|		|		|	|	|		
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|	|	|		|		|		|	|	|		
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM	4:03 PM	6:02 PM	6:02 PM	7:07 PM	8:54 PM	9:29 PM	
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|	|	|	|	|	|	|	|	|	|	|	|	
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|	|	|	|	|	|	|	|	|	|	|	|	
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:51 AM	11:44 AM	12:42 PM	1:37 PM	2:38 PM	3:40 PM	4:29 PM	6:19 PM	6:22 PM	7:42 PM	9:23 PM	10:00 PM	
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change		P1		AQ	AQ		P2				
Slot Number	1	2	3	4	5	6	7	8	9	10	11
Train Type	VRE	REG	REG	REG	REG	AMT	REG	AMT	AMT	VRE	VRE
Slot Activation	C	P1	C	AQ	AQ	C	P2	C	C	C	C
Train Number	321	NEW	67	NEW	151	89	111	79	51	301	325
Final Destination	BRN	NFK	NPN	RNK	RVM	LD	RVM	LD	LD	SPY	BRN
UNION STATION	6:35 AM	6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM
L'ENFANT	|	|	|	|	|	|	|	|	|	1:08 PM	1:23 PM
CRYSTAL CITY	|	|	|	|	|	|	|	|	|	1:15 PM	1:30 PM
ALEXANDRIA	6:52 AM	7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM
FRANCONIA-SPRINGFIELD		|	|		|	|	|	|		1:34 PM	
LORTON		|	|		|	|	|	|		1:41 PM	
WOODBRIDGE		7:26 AM	7:56 AM		9:28 AM	|	11:01 AM	|		1:49 PM	
RIPPON		|	|		|	|	|	|		1:53 PM	
POTOMAC SHORES		|	|		|	|	|	|		*1:55 PM*	
QUANTICO		7:38 AM	8:08 AM		9:40 AM	|	11:13 AM	11:56 AM		2:05 PM	
BROOKE		|	|		|	|	|	|		2:19 PM	
LEELAND ROAD		|	|		|	|	|	|		2:28 PM	
FREDERICKSBURG		8:02 AM	8:30 AM		10:05 AM	|	11:38 AM	12:19 PM		2:36 PM	
SPOTSYLVANIA		|	|		|	|	|	|		2:47 PM	
ASHLAND		8:45 AM	9:13 AM		10:48 AM	|	12:21 PM	|			
STAPLES MILL ROAD		9:07 AM	9:39 AM		11:08 AM	12:19 PM	12:41 PM	1:36 PM			
MAIN STREET			10:08 AM		11:37 AM		1:10 PM				
WILLIAMSBURG		|	11:00 AM								
NEWPORT NEWS		|	11:31 AM								
PETERSBURG		9:49 AM				12:54 PM		2:13 PM			
NORFOLK		11:33 AM				|		|			
Notes	Existing Train	Activate at Phase 1- See notes 1 & 6	At Acquisition train will switch to NFK from NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At Phase 2 train terminates at RVM- See notes 1,3 & 7	Existing Train	Activate at completion of Phase 2- See note 1 & 7	Existing Train	Existing Train	Existing Train	Existing Train

Timing of Slot Change	P2	P2								
Slot Number	12	13	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	P2	P2	C	C	C	C	C	C	C	C
Train Number	141	NEW	95	303	91	327	125	305	307	329
Final Destination	RVM	SPY	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION	1:50 PM	2:05 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT	|	2:13 PM	|	2:48 PM	|	3:28 PM	|	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY	|	2:20 PM	|	2:55 PM	|	3:35 PM	|	3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA	2:09 PM	2:28 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD	|	2:39 PM	|	3:14 PM	|		|	4:14 PM	4:34 PM	
LORTON	|	2:46 PM	|	3:21 PM	|		|	4:21 PM	4:41 PM	
WOODBRIDGE	2:27 PM	2:54 PM	3:07 PM	3:29 PM	|		4:08 PM	4:29 PM	4:49 PM	
RIPPON	|	3:00 PM	|	3:33 PM	|		|	4:33 PM	4:53 PM	
POTOMAC SHORES	|		|	*3:35 PM*	|		|	*4:35 PM*	*4:55 PM*	
QUANTICO	2:39 PM	3:10 PM	3:19 PM	3:45 PM	|		4:22 PM	4:45 PM	5:05 PM	
BROOKE	|	3:24 PM	|	3:59 PM	|		|	4:59 PM	5:19 PM	
LEELAND ROAD	|	3:33 PM	|	4:08 PM	|		|	5:08 PM	5:28 PM	
FREDERICKSBURG	3:04 PM	3:41 PM	3:43 PM	4:16 PM	|		4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA	|	3:52 PM	|	4:27 PM	|		|	5:27 PM	5:47 PM	
ASHLAND	3:46 PM		4:26 PM		|		5:32 PM			
STAPLES MILL ROAD	4:06 PM		4:53 PM		5:22 PM		6:06PM			
MAIN STREET	4:35 PM						6:35 PM			
WILLIAMSBURG					|		7:27 PM			
NEWPORT NEWS					|		7:58 PM			
PETERSBURG			5:30 PM		5:56 PM					
NORFOLK			7:08 PM		|					
Notes	Activate at completion of Phase 2- See note 1 & 7	Activate at completion of Phase 2	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1	P2					P1	AQ	
Slot Number	22	23	24	25	26	27	28	29	30	31	32	33
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE
Slot Activation	P1	C	C	P1	P2	C	C	C	C	P1	AQ	C
Train Number	NEW	309	171	NEW	NEW	331	311	333	93	NEW	NEW	335
Final Destination	SPY	SPY	RNK	BRN	SPY	BRN	SPY	BRN	NFK	BRN	SPY	BRN
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM
L'ENFANT	4:28 PM	4:48 PM	|	4:58 PM	5:08 PM	5:18 PM	5:28 PM	5:38 PM	|	5:53 PM	5:58 PM	6:08 PM
CRYSTAL CITY	4:35 PM	4:55 PM	|	5:05 PM	5:15 PM	5:25 PM	5:35 PM	5:45 PM	|	6:00 PM	6:05 PM	6:15 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:23 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM			5:34 PM		5:54 PM		|		6:24 PM	
LORTON	5:01 PM	5:21 PM			5:41 PM		6:01 PM		|		6:31 PM	
WOODBRIDGE	5:09 PM	5:29 PM			5:49 PM		6:09 PM		6:18 PM		6:39 PM	
RIPPON	5:13 PM	5:33 PM			5:53 PM		6:13 PM		|		6:43 PM	
POTOMAC SHORES	*5:15 PM*	*5:35 PM*			*5:55 PM*		*6:15 PM*		|		*6:45 PM*	
QUANTICO	5:25 PM	5:45 PM			6:05 PM		6:25 PM		6:31 PM		6:55 PM	
BROOKE	5:39 PM	5:59 PM			6:19 PM		6:39 PM		|		7:09 PM	
LEELAND ROAD	5:48 PM	6:08 PM			6:28 PM		6:48 PM		|		7:18 PM	
FREDERICKSBURG	5:56 PM	6:16 PM			6:36 PM		6:56 PM		7:01 PM		7:26 PM	
SPOTSYLVANIA	6:07 PM	6:27 PM			6:47 PM		7:07 PM		|		7:37 PM	
ASHLAND									7:41 PM			
STAPLES MILL ROAD									8:12 PM			
MAIN STREET												
WILLIAMSBURG												
NEWPORT NEWS												
PETERSBURG									8:49 PM			
NORFOLK									10:27 PM			
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train

Timing of Slot Change		AQ						P1	P1	P1	P2	P1
Slot Number	34	35	36	37	38	39	40	*41*	42	43	44	45
Train Type	VRE	VRE	AMT	VRE	VRE	REG	AMT	*VRE*	REG	VRE	REG	VRE
Slot Activation	C	AQ	C	C	C	C	C	*P1*	P1	P1	P2	P1
Train Number	313	NEW	19	315	337	85	97	*NEW*	129	NEW	193	NEW
Final Destination	SPY	BRN	LD	SPY	BRN	NPN	LD	*SPY*	RVM	BRN	RVM	SPY
UNION STATION	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	*8:00 PM*	8:50 PM	9:50 PM	10:00 PM	10:20 PM
L'ENFANT	6:18 PM	6:28 PM	|	6:58 PM	7:08 PM	|	|	*8:08 PM*	|	9:58 PM	|	10:28 PM
CRYSTAL CITY	6:25 PM	6:35 PM	|	7:05 PM	7:15 PM	|	|	*8:15 PM*	|	10:05 PM	|	10:35 PM
ALEXANDRIA	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	*8:23 PM*	9:09 PM	10:13 PM	10:19 PM	10:43 PM
FRANCONIA-SPRINGFIELD	6:44 PM			7:24 PM		|	|	*8:34 PM*	|		|	10:54 PM
LORTON	6:51 PM			7:31 PM		|	|	*8:41 PM*	|		|	11:01 PM
WOODBRIDGE	6:59 PM			7:39 PM		7:50 PM	|	*8:49 PM*	9:27 PM		10:37 PM	11:09 PM
RIPPON	7:03 PM			7:43 PM		|	|	*8:53 PM*	|		|	11:13 PM
POTOMAC SHORES	*7:05 PM*			*7:45 PM*		|	|	*8:55 PM*	|		|	*11:15 PM*
QUANTICO	7:15 PM			7:55 PM		8:02 PM	|	*9:05 PM*	9:39 PM		10:49 PM	11:25 PM
BROOKE	7:29 PM			8:09 PM		|	|	*9:19 PM*	|		|	11:39 PM
LEELAND ROAD	7:38 PM			8:18 PM		|	|	*9:28 PM*	|		|	11:48 PM
FREDERICKSBURG	7:46 PM			8:26 PM		8:31 PM	8:33 PM	*9:36 PM*	10:04 PM		11:14 PM	11:56 PM
SPOTSYLVANIA	7:57 PM			8:37 PM		|	|	*9:47 PM*	|		|	12:07 AM
ASHLAND						9:10 PM	|		10:47 PM		11:57 PM	
STAPLES MILL ROAD						9:32 PM	9:44 PM		11:07 PM		12:17 AM	
MAIN STREET						9:56 PM			11:36 PM		12:46 AM	
WILLIAMSBURG						10:52 PM						
NEWPORT NEWS						11:23 PM						
PETERSBURG							10:18 PM					
NORFOLK							|					
Notes	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1 & 7	Activate at completion of Phase 1	Activate at completion of Phase 2- See note 1 & 7	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Northbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change					P1						P1		P1	AQ		P1		P2			P2				
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	P2	C	C	P2	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	NEW	330	312	NEW	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	SPY	BRN	SPY	SPY	BRN	SPY	LD	RVM
NORFOLK																									
PETERSBURG							3:33 AM																		
NEWPORT NEWS																									
WILLIAMSBURG																									
MAIN STREET																	5:40 AM								6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM								7:25 AM
ASHLAND							|										6:19 AM								7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM	|		5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM		|	6:51 AM		7:06 AM	7:26 AM		7:56 AM		|
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM	7:02 AM		7:17 AM	7:37 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM	|		5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM		|	7:09 AM		7:24 AM	7:44 AM		8:14 AM		|
BROOKE		5:16 AM		5:30 AM		5:45 AM	|		6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM		|	7:15 AM		7:30 AM	7:50 AM		8:20 AM		|
QUANTICO		|		5:43 AM		5:58 AM	|		6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM	7:28 AM		7:43 AM	8:03 AM		8:33 AM		8:48 AM
POTOMAC SHORES		|		*5:49 AM*		*6:04 AM*	|		*6:24 AM*		*6:34 AM*	*6:44 AM*	*6:54 AM*		*7:09 AM*		|	*7:34 AM*		*7:49 AM*	*8:09 AM*		*8:39 AM*		|
RIPPON		|		5:52 AM		6:07 AM	|		6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM		|	7:37 AM		7:52 AM	8:12 AM		8:42 AM		|
WOODBRIDGE		5:38 AM		5:58 AM		6:13 AM	|		6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM	7:43 AM		7:58 AM	8:18 AM		8:48 AM		9:02 AM
LORTON		|		6:05 AM		6:20 AM	|		6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM		|	7:50 AM		8:05 AM	8:25 AM		8:55 AM		|
FRANCONIA-SPRINGFIELD		|		6:13 AM		6:28 AM	|		6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM		|	7:58 AM		8:13 AM	8:33 AM		9:03 AM		|
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:15 AM	8:25 AM	8:45 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM	|	6:59 AM	7:09 AM	7:19 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM	|	8:19 AM	8:24 AM	8:34 AM	8:54 AM	9:04 AM	9:24 AM	|	|
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM	|	7:07 AM	7:17 AM	7:27 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM	|	8:27 AM	8:32 AM	8:42 AM	9:02 AM	9:12 AM	9:32 AM	|	9:38 AM
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:35 AM	8:40 AM	8:50 AM	9:10 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1 & 7	Activate at completion of Phase 2	Existing Train	Existing Train	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	At completion of Phase 2 train will originate from RVM- See note 1 & 7

Northbound (continued)

Timing of Slot Change	AQ	P2			P1	P1					P1	AQ			P2		P1		AQ	P2
Slot Number	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	*87*	88	89	90
Train type	VRE	REG	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	REG	AMT	*VRE*	REG	REG	REG
Slot Activation	AQ	P2	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	P2	C	*P1*	C	AQ	P2
Train number	NEW	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	186	90	*NEW*	66	NEW	NEW
Origin	SPY	NPN	NFK	RNK	RVM	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	RVM	LD	*BRN*	NPN	RNK	RVM
NORFOLK			6:15 AM				9:30 AM	|				1:30 PM								
PETERSBURG			7:42 AM				10:57AM	11:28 AM	1:11 PM			2:57 PM				4:20 PM				
NEWPORT NEWS		6:22 AM				8:52 AM												4:50 PM		
WILLIAMSBURG		6:44 AM				9:13 AM												5:11 PM		
MAIN STREET		7:37 AM			9:02 AM	10:02 AM									4:02 PM			6:01 PM		8:02 PM
STAPLES MILL ROAD		8:12 AM	8:25 AM		9:27 AM	10:27 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			4:26 PM	5:14 PM		6:31 PM		8:26 PM
ASHLAND		8:26 AM	8:39 AM		9:44 AM	10:44 AM	11:54 AM	|	|			3:54 PM			4:40 PM	|		6:45 PM		8:39 PM
SPOTSYLVANIA	8:26 AM	|	|		|	|	|	|	|		4:06 PM	|			|	|		|		|
FREDERICKSBURG	8:37 AM	9:13 AM	9:26 AM		10:33 AM	11:33 AM	12:40 PM	|	3:07 PM		4:17 PM	4:41 PM			5:23 PM	|		7:30 PM		9:22 PM
LEELAND ROAD	8:44 AM	|	|		|	|	|	|	|		4:24 PM	|			|	|		|		|
BROOKE	8:50 AM	|	|		|	|	|	|	|		4:30 PM	|			|	|		|		|
QUANTICO	9:03 AM	9:35 AM	9:48 AM		10:56 AM	11:56 AM	1:01 PM	|	3:29 PM		4:43 PM	5:03 PM			5:43 PM	|		7:56 PM		9:42 PM
POTOMAC SHORES	*9:09 AM*	|	|		|	|	|	|			|	|				|		|		|
RIPPON	9:12 AM	|	|		|	|	|	|	|		|	|			|	|		|		|
WOODBRIDGE	9:18 AM	9:49 AM	10:01 AM		11:11 AM	12:11 PM	1:14 PM	|	|		4:58 PM	5:16 PM			5:56 PM	|		8:11 PM		9:54 PM
LORTON	9:25 AM	|	|		|	|	|	|	|		|	|			|	|		|		|
FRANCONIA-SPRINGFIELD	9:33 AM	|	|		|	|	|	|	|		5:13 PM	|			|	|		|		|
ALEXANDRIA	9:45 AM	10:15 AM	10:32 AM	11:08 AM	11:33 AM	12:33 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:25 PM	5:47 PM	6:02 PM	6:18 PM	6:23 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM	10:18 PM
CRYSTAL CITY	9:54 AM	10:24 AM	|	|	11:39 AM	12:39 PM	|	|	|	|	5:34 PM	|	|	|	|	|	7:54 PM	|	|	|
L'ENFANT	10:02 AM	10:32 AM	10:41 AM	11:17 AM	11:45 AM	12:45 PM	|	|	|	|	|	|	|	|	|	|	8:02 PM	8:47 PM	|	|
UNION STATION	10:10 AM	10:40 AM	10:51 AM	11:23 AM	11:50 AM	12:50 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	6:48 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM	10:41 PM
Notes	Activate at Acquisition	Activate at completion of Phase 2- See notes 1 & 6	Existing Train- See note 1	Existing Train- See note 1	At completion of Phase 2 train will terminate at RVM- See notes 1,3,6, & 7	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- At Acquisition train will originate from NFK- See note 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 2- See note 1 & 7	Existing Train	Activate at completion of Phase 1- See note 1 & 4	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1, 6, & 7

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1, corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Southbound FD 36544

Confidential Business Information Redacted

Exhibit C

Timing of Slot Change	AQ		AQ		P2			P2				P1
Slot Number	2	3W	4	6	7	8	9	10W	11W	16	17W	21
Train Type	REG	REG	REG	AMT	REG	AMT	AMT	REG	REG	AMT	REG	VRE
Slot Activation	AQ	C	AQ	C	P2	C	C	P2	C	C	C	P1
Train Number	NEW	65	NEW	89	111	79	51	143	195	91	157	329
Final Destination	NFK	NPN	RNK	LD	RVM	NC	LD	RVM	RVM	LD	NFK	BRN
Days of Operation	Daily	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	SaSu	SaSu	Su	Daily
UNION STATION	6:50 AM	7:00 AM	8:40 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:50 PM	2:50 PM	3:10 PM	4:00 PM	4:10 PM
L'ENFANT	|	|	|	|	|	|	|	|		|		4:18 PM
CRYSTAL CITY	|	|	|	|	|	|	|	|		|		4:25 PM
ALEXANDRIA	7:08 AM	7:19 AM	8:59 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	2:09 PM	3:07 PM	3:28 PM	4:17 PM	4:33 PM
FRANCONIA-SPRINGFIELD	|	|		|	|	|		|	|	|	|	
LORTON	|	|		|	|	|		|	|	|	|	
WOODBRIDGE	7:26 AM	7:39 AM		|	11:01 AM	|		2:27 PM	3:25 PM	|	4:36 PM	
RIPPON	|	|		|	|	|		|	|	|	|	
POTOMAC SHORES	|			|	|	|		|	|	|	|	
QUANTICO	7:38 AM	7:51 AM		|	11:13 AM	11:56 AM		2:39 PM	3:38 PM	|	4:50 PM	
BROOKE	|	|		|	|	|		|	|	|	|	
LEELAND ROAD	|	|		|	|	|		|	|	|	|	
FREDERICKSBURG	8:02 AM	8:16 AM		|	11:38 AM	12:19 PM		3:04 PM	4:03 PM	|	5:12 PM	
SPOTSYLVANIA	|	|		|	|	|		|	|	|	|	
ASHLAND	8:45 AM	8:59 AM		|	12:21 PM	|		3:46 PM	4:46 PM	|	5:55 PM	
STAPLES MILL ROAD	9:07 AM	9:27 AM		12:19 PM	12:41 PM	1:36 PM		4:06 PM	5:08 PM	5:22 PM	6:25 PM	
MAIN STREET		9:59 AM			1:10 PM			4:35 PM	5:39 PM			
WILLIAMSBURG	|	10:52 AM								|		
NEWPORT NEWS	|	11:27 AM								|		
PETERSBURG	9:49 AM			12:54 PM		2:13 PM				5:56 PM	7:01 PM	
NORFOLK	11:33 AM			|		|				|	8:39 PM	
Notes	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See notes 1 & 6	Existing Train	Activate at completion of Phase 2- See notes 1 & 7	Existing Train- See note 1	Existing Train	Reactivate at completion of Phase 2- See note 1 & 7	Existing Train-Train will terminate at RVM at completion of Phase 2- See note 7	Existing Train	Existing Train- See note 1	Activate slot at completion of Phase 1

Southbound (continued)

Timing of Slot Change	P1			P1	P1	P1	P1				P1	P1	P2
Slot Number	22	23W	24W	27	28	33	34	36	37W	40	41W	42W	43W
Train Type	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG	REG
Slot Activation	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1	P2
Train Number	307	145-147	99	331	311	335	313	19	87	97	163/189	149/159	135
Final Destination	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM	RVM
Days of Operation	Daily	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu	SaSu
UNION STATION	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM	10:00 PM
L'ENFANT	4:28 PM	|	|	5:18 PM	5:28 PM	6:08 PM	6:18 PM	|	|	|	|	|	|
CRYSTAL CITY	4:35 PM	|	|	5:25 PM	5:35 PM	6:15 PM	6:25 PM	|	|	|	|	|	|
ALEXANDRIA	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM	10:19 PM
FRANCONIA-SPRINGFIELD	4:54 PM		|		5:54 PM		6:44 PM		|	|	|	|	|
LORTON	5:01 PM		|		6:01 PM		6:51 PM		|	|	|	|	|
WOODBRIDGE	5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM	|	8:30 PM	9:37 PM	10:37 PM
RIPPON	5:13 PM		|		6:13 PM		7:03 PM		|	|	|	|	|
POTOMAC SHORES	*5:15 PM*		|		*6:15 PM*		*7:05 PM*		|	|	|	|	|
QUANTICO	5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM	|	8:42 PM	9:49 PM	10:49 PM
BROOKE	5:39 PM		|		6:39 PM		7:29 PM		|	|	|	|	|
LEELAND ROAD	5:48 PM		|		6:48 PM		7:38 PM		|	|	|	|	|
FREDERICKSBURG	5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM	11:14 PM
SPOTSYLVANIA	6:07 PM		|		7:07 PM		7:57 PM		|	|	|	|	|
ASHLAND			6:56 PM						8:56 PM	|	9:50 PM	10:57 PM	11:57 PM
STAPLES MILL ROAD			7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM	12:17 AM
MAIN STREET			7:46 PM								10:41 PM	11:46 PM	12:46 AM
WILLIAMSBURG			8:39 PM								11:33 PM		
NEWPORT NEWS			9:12 PM								12:04 AM		
PETERSBURG									10:00 PM	10:18 PM			
NORFOLK									11:38 PM	|			
Notes	Activate slot at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See notes 1 & 7	Activate at completion of Phase 2- See notes 1 & 7

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
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General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Exhibit C

Phase 2 Base Schedule - Weekends

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W
Train type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1
Train number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194-96	156	92	126/146
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM
Days of Operation		Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu
NORFOLK											6:15 AM				|	
PETERSBURG	3:33 AM										7:42 AM				11:28 AM	
NEWPORT NEWS												7:22 AM	8:30 AM			
WILLIAMSBURG												6:44 AM	8:52 AM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM
ASHLAND	|			6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM		|	1:26 PM
SPOTSYLVANIA	|		7:06 AM	|		|		8:16 AM		8:56 AM	|	|	|		|	
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM		|	2:13 PM
LEELAND ROAD	|		7:24 AM	|		|		8:34 AM		9:14 AM	|	|	|		|	
BROOKE	|		7:30 AM	|		|		8:40 AM		9:20 AM	|	|	|		|	
QUANTICO	|		7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM		|	2:35 PM
POTOMAC SHORES	|		*7:49 AM*	|		|		*8:59 AM*		*9:39 AM*	|	|	|		|	
RIPPON	|		7:52 AM	|		|		9:02 AM		9:42 AM	|	|	|		|	
WOODBRIDGE	|		7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM		|	2:49 PM
LORTON	|		8:05 AM	|		|		9:15 AM		9:55 AM	|	|	|		|	
FRANCONIA-SPRINGFIELD	|		8:13 AM	|		|		9:23 AM		10:03 AM	|	|	|		|	
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM
CRYSTAL CITY	|	8:24 AM	8:34 AM	|	9:04 AM	|	|	9:44 AM	10:04 AM	10:24 AM	|	|	|	|	|	|
L'ENFANT	|	8:32 AM	8:42 AM	|	9:12 AM	|	|	9:52 AM	10:12 AM	10:32 AM	|	|	|	|	|	|
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:49 AM	11:44 AM	12:20 PM	1:37 PM	2:38 PM	3:40 PM
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See notes 1 & 7	Activate slot on weekends at completion of Phase 1	Existing Train- See notes 1 & 7	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	At completion of Phase 1 originate from NPN- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1

Northbound (continued)

Timing of Slot Change		P2		AQ		P2		AQ	P2	
Slot Number	79	81W	83	84W	86	85W	88	89	90	DH
Train type	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG
Slot Activation	C	P2	C	AQ	C	P2	C	AQ	P2	C
Train number	80	NEW	50	124	90	NEW	66	NEW	NEW	1078-DH
Origin	LD	RVM	LD	NFK	LD	RVM	NPN	RNK	RVM	
Days of Operation	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Daily	Daily	Fr
NORFOLK	|			1:46 PM	|					11:15 PM
PETERSBURG	1:11 PM			3:13 PM	4:20 PM					12:40 AM
NEWPORT NEWS							5:05 PM			
WILLIAMSBURG							5:26 PM			
MAIN STREET		2:06 PM				5:06 PM	6:21 PM		8:02 PM	
STAPLES MILL ROAD	2:11 PM	2:36 PM		3:54 PM	5:14 PM	5:36 PM	6:51 PM		8:26 PM	1:16 AM
ASHLAND	|	2:50 PM		4:09 PM	|	5:50 PM	7:05 PM		8:39 PM	
SPOTSYLVANIA	|			|	|		|		|	
FREDERICKSBURG	3:07 PM	3:35 PM		4:56 PM	|	6:35 PM	7:50 PM		9:22 PM	
LEELAND ROAD	|			|	|		|		|	
BROOKE	|			|	|		|		|	
QUANTICO	3:29 PM	4:01 PM		5:18 PM	|	7:01 PM	8:16 PM		9:42 PM	
POTOMAC SHORES				|	|		|		|	
RIPPON	|			|	|		|		|	
WOODBRIDGE	|	4:16 PM		5:31 PM	|	7:16 PM	8:31 PM		9:54 PM	
LORTON	|			|	|		|		|	
FRANCONIA-SPRINGFIELD	|			|	|		|		|	
ALEXANDRIA	4:03 PM	4:39 PM	6:02 PM	6:02 PM	7:07 PM	7:39 PM	8:54 PM	9:29 PM	10:18 PM	
CRYSTAL CITY	|		|	|	|		|	|	|	
L'ENFANT	|		|	|	|		|	|	|	
UNION STATION	4:29 PM	5:08 PM	6:19 PM	6:22 PM	7:42 PM	8:08 PM	9:23 PM	10:00 PM	10:41 PM	
Notes	Existing Train	Activate at Phase 2- See notes 1, 6, & 7	Existing Train	Activate at Acquisition- See note 1	Existing Train	Activate at completion of Phase 2- See notes 1, 6, & 7	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1,6, & 7	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News, upon completion of phase 2 Slot 5 (Train 151) will terminate at RVM, Slot 75 (NEW Train) will originate from RVM
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

EXHIBIT C

Service Optimization and Implementation Plan

SERVICE OPTIMIZATION AND IMPLEMENTATION PLAN

Passenger Train Schedules – Existing and New Service

Background

DRPT and CSXT agreed to a Term Sheet in December 2019 that included a preliminary service schedule for additional passenger trains and phased service implementation (Post-Acquisition, Phase 1, Phase 2). Following the agreement, DRPT and CSXT established the Virginia Rail Improvements Service Planning Group made up of subject matter experts from DRPT, CSXT, Amtrak and VRE (the "Planning Group"), to convert the December 2019 schedule into one that could be implemented upon the financial close of the transaction (the "Passenger Schedules"). The Planning Group then produced additional draft weekday and weekend schedules of Amtrak and VRE trains and, as of December 23, 2020, version 5 reflects the current progress made towards final Passenger Schedules. The final Passenger Schedules will remain subject to the unanimous consent of DRPT, CSXT, Amtrak and VRE prior to implementation.

As the final Passenger Schedules are developed, a detailed operating plan for all passenger trains on Segment 1 will be drafted initially by DRPT, in cooperation with CSXT, Amtrak and VRE, and subject to the agreement of all of the members of the Planning Group. The plan will provide information to support dispatching that includes for all passenger trains arrival and departure times from stations, passing times at control points, information relating to meets, overtakes, and en-route station platform assignments, non-revenue train movements, equipment turn information, passenger data for OTP measurement of Amtrak and VRE trains, ridership data, and general information on train priority. If DRPT assumes dispatch of DRPT owned tracks on Segment 1 in accordance with this Joint Operating and Maintenance Agreement, this Service Optimization and Implementation Plan will be amended on mutual agreement to allow the dispatchers of DRPT and CSXT to permit trains to enter safely and efficiently onto the trackage and other infrastructure and facilities of CSXT and DRPT on Segment 1 and to allow for optimization of passenger service and freight service on Segment 1. The Planning Group shall work in good faith to finalize the operating plan by no later than one hundred eighty (180) days following the Effective Date of the Passenger Rail Improvement Funding and Partnership Agreement dated March [•], 2021 between Amtrak and Virginia.

VRE Representative

To further promote schedule adherence, during the period when CSXT is dispatching the VRE Segment during the Trial Period, VRE may designate a representative to work with the passenger specialist at CSXT for the Trial Period for the purpose of coordinating with Amtrak's current representative.

Performance Monitoring Committees

The purpose of the Performance Monitoring Committees is to share data and provide feedback to ensure the Passenger Schedules and operating plan agreed to by DRPT, CSXT, Amtrak and VRE are adhered to. Given the parties cannot anticipate all operational constraints, challenges and opportunities they will encounter in running trains on Segment 1, these committees will promote coordinated monitoring of operational performance and make recommendations as needed to achieve agreed upon performance objectives, subject to the terms and conditions of this Joint Operating and Maintenance Agreement and Amtrak's federal statutory rights.

The hierarchy of the committees is established to support recommendations in the areas of scheduling, dispatching, maintenance and associated policies, practices and procedures at the appropriate level of authority within each party. A description of the committee structure and their activities is provided below. The committee structure will be implemented within 30 days after Sale Date 1.

Service Performance Committee

CSXT and DRPT shall establish a Service Performance Committee, whose duties are described below in Table 1. The Service Performance Committee shall invite Amtrak, VRE, and VRE's contracted operator to become members of the Committee.

To assist the Committee in performing its responsibilities, after Sale Date 1, CSXT shall make available to the Committee members the ability to remotely access and view the real-time Computer Aided Dispatch (CAD) system (often called "Look Aheads" or "Dispatcher Screens") used by CSXT train dispatchers to dispatch passenger trains on Segment 1 to substantially the same extent as currently provided to Amtrak and/or VRE. CSXT shall also provide to the Committee, no less frequently than monthly, information on known and upcoming maintenance projects within the limits of Segment 1. Amtrak and VRE shall make available online to the Committee members its Conductor Delay Report data for Amtrak trains on Segment 1. This will provide insight into execution of the operating plan and help provide feedback to dispatchers. Finally, upon a specific request with sufficient support for the use and need for such data, CSXT will make available to DRPT only, subject to a non-disclosure agreement addressing the disclosure, certain (i) OST data, and (ii) historic dispatching records (often called "playback" or "replay") responsive to that request within a reasonable time of receiving DRPT's request.

Performance Managers Committee

CSXT and DRPT shall form a management level committee consisting of at least two (2) management representatives from each organization (the "Performance Managers Committee") whose duties are described below in Table 1. Participating representatives from each organization shall consider recommendations and issues elevated by the Service Performance Committee. The Performance Managers Committee shall invite Amtrak and VRE to become members of the Performance Managers Committee.

Performance Executives Committee

CSXT and DRPT shall form a committee consisting of at least two (2) executive level representatives from each organization (the "Performance Executives Committee") whose duties are described below in Table 1.

The Performance Executives Committee shall invite Amtrak and VRE to become members of the Performance Executives Committee.

Table 1 - Performance Monitoring Committees Summary

Service Performance Committee	• CSXT • DRPT • Amtrak • VRE • VRE's Contracted Operator	Daily Teleconference	To engage in and build upon the existing daily train performance call between CSXT, Amtrak, VRE and VRE's contracted operator. The Committee will evaluate root cause data and performance against agreed upon performance goals and identify operational efficiencies, capital investments (infrastructure, rolling stock, equipment), and/or policies and practices that benefit train performance and customer experience as it relates to then current passenger train schedules and identified freight train and passenger train objectives in Segment 1. To review the performance of intercity passenger trains, commuter rail trains, as well as freight trains (at the discretion of CSXT) on Segment 1 during the previous day. Discussions shall include direct and root cause analysis of any delays, delay trends, coordination of operator schedules for any anticipated delays (e.g. slow orders due to upcoming construction or maintenance), and any other topics related to service performance and freight train velocity. This committee is also charged with anticipating and evaluating non-routine issues, such as severe weather, which may trigger (i) a temporary schedule change or (ii) adjustments in the work period for an Infrastructure Improvement, provided the member entities mutually agree.[1] Representatives from each organization shall be authorized by their organization to address operational performance issues, including but not limited to recommending temporary train schedule adjustments, within the scope of agreements between the members related to operating plan execution for Segment 1 and adherence to established policies, protocols, procedures and contractual and statutory requirements (other than when suspended during the Trial Period described above), in the deployment and prioritization of passenger trains. Only recommendations that would constitute material changes to established policies, protocols, procedures or contractual requirements that are developed by the Service Performance Committee to improve operations in Segment 1 shall be elevated to the Performance Managers Committee.

Performance Managers Committee	Two (2) management representatives from each of: • CSXT • DRPT • Amtrak • VRE	Monthly (or as needed) in person, videoconference or telephonically, to address performance issues	To address unresolved issues between the parties that require resolution related to passenger rail and freight train performance on Segment 1, as elevated by the Service Performance Committee. To review and approve at the Performance Manager Committee level, any recommendations from the Service Performance Committee. To review performance trends, impacts of construction and extended maintenance related slow orders and discuss any other related topics, recognizing that any amendment or modification of any term of any applicable agreement may only be amended in accordance with that agreement.
Performance Executives Committee	Two (2) executive level representatives from each of: • CSXT • DRPT • VRE • Amtrak	Quarterly (or as needed) in person, videoconference or telephonically, to address performance issues	To address unresolved issues that require resolution, as elevated by the Performance Managers Committee. To review recommendations from the Performance Managers Committee To review performance trends and discuss any other related topics, recognizing that any amendment or modification of any term of any applicable agreement may only be amended in accordance with that agreement.

Exhibit D

CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A PROTECTIVE ORDER

[Confidential Segment 3 BBRC Freight Easement – Filed Under Seal]

8/10/2021

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

Consideration:__________
Value:_____________

NOTE TO CLERK: [Legend as to recording tax and as to tax parcels TBD]

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the __ day of _________, 2021, by and between **CSX TRANSPORTATION, INC**., a Virginia corporation ("**Grantor**", which term, except as otherwise provided herein, shall include, at any time, any successor owner at such time of Segment 3 (as defined below); CSX Transportation, Inc. is also sometimes referred to herein as "**CSXT**"), and **BUCKINGHAM BRANCH RAILROAD COMPANY**, a Virginia corporation ("**Grantee**"). As used in this Agreement, the term "**Party**," refers to either Grantor or Grantee, as the context requires, and the term "**Parties**" refers collectively to both of Grantor and Grantee.

W I T N E S S E T H:

1. Grant of Easement.

(a) Grantor, for and in consideration of [redacted] Dollars ($[redacted]), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Grantee, without warranty of title and subject to the exclusions, reservations, covenants, terms and conditions set forth in this Agreement, an easement (the "**Segment 3 Easement**") in Perpetuity (as hereafter defined), for Railroad Purposes (as hereafter defined) in, over or on Segment 3 (as hereafter defined), including, but not limited to, the use of all the Trackage (as hereafter defined) within Segment 3, together with a right of ingress and egress, over, upon and across the driveways and roadways of Grantor, if any, located on the surface of any other lands owned by Grantor or over which Grantor has legal rights that it may assign to third parties, and that are contiguous to Segment 3, to the extent reasonably required for access to and from Segment 3 and a public way; subject to the following: (a) the rights of the National Rail Passenger Service Corporation ("**Amtrak**") to the extent Amtrak has rights over certain of the tracks within Segment 3 in accordance with the Agreement dated June 1, 1999 between Amtrak and CSXT, as heretofore or hereafter amended from time to time,[1] and the Agreement for Amtrak Use of Trackage Leased from CSXT to Buckingham Branch dated December 20, 2004 between Amtrak and CSXT, as heretofore or hereafter amended from time to time, (b) the exceptions, reservations, and other terms and conditions specified in the Segment 3 Operating Agreement (including any and all exhibits, schedules and attachments thereto), of even date herewith between the Parties, as the same may be amended from time to time (the "**Segment 3 Operating Agreement**"), (c) the exceptions, reservations, and other terms and conditions specified in that certain Exhibit "F" to Lease Agreement of December 20, 2004 between CSX Transportation, Inc., and Buckingham Branch Railroad Company Covering Trackage Rights dated as of December 20, 2004, as heretofore or hereafter amended from time to time (the "**TRA**"), (d) the exceptions, reservations, and other terms and conditions specified in that certain Freight Operating Agreement dated as of December 20, 2004, by and between the Parties, as heretofore or hereafter amended from time to time (the "**FOA**"), (e) the exceptions, reservations, and other terms and conditions specified in that certain Joint Operating and Maintenance Agreement dated as of ____________, by and between Grantor and the Virginia Department of Rail and Public Transportation ("**DRPT**"), as heretofore or hereafter amended from time to time, and (f) the exceptions, reservations, and other terms and conditions specified in that certain Comprehensive Rail Agreement, dated as of ______________, by and between Grantor and DRPT, as heretofore or hereafter amended from time to time (the "**CRA**"). To the extent Grantor holds only an easement or other right over all or any portion of Segment 3, nothing in this Agreement shall be deemed to grant Grantee any rights or interests greater than the rights or interests of Grantor.

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[1] NTD: Confirm date of and any amendments to Amtrak Agreements.

(b) Certain Definitions. The following terms shall have the respective meanings set forth below when used in this Agreement:

(i) "**Perpetuity**": Until the Segment 3 Easement is abandoned or terminated, as provided hereinafter. In the event of abandonment or termination of any portion of the Segment 3 Easement, such portion thereof shall automatically be extinguished.

(ii) "**Rail Freight Service**": The transportation by rail of property and movable articles of every kind, character and description over Segment 3, including but not limited to rail freight transportation service to current and future industries, customers and facilities located along Segment 3, and supporting activities, over Segment 3.

(iii) "**Railroad Purposes**": The exclusive right to use all Trackage on Segment 3 for the provision of Rail Freight Service, together with the right of ingress and egress over Segment 3 and any adjacent property owned by CSXT to and from said Trackage and facilities located within Segment 3.

(iv) "**Sale Date 3**": The closing date for the sale (if such sale occurs) of Segment 3 to the DRPT or its assignee pursuant to the CRA.

(v) "**Segment 3**": those certain rail properties owned by Grantor, as more particularly described in Exhibit A attached hereto and made a part hereof, excluding the Retained Assets (as hereinafter defined).

(vi) "**Trackage**": The railway tracks now or hereafter located on, in or below Segment 3, and all supporting materials, facilities and structures appurtenant thereto (all rails, ties, tie plates, ballast, drainage structures), together with existing or future control devices, signals, switches, communication lines and poles necessary for safe rail operations, whether main, spur, siding, or sidetrack(s).

2. Retained Assets. Except to the extent of the ingress and egress rights hereinabove expressly conferred, Segment 3 shall exclude (i) all assets and rights of CSXT situated outside Segment 3, including without limitation longitudinal rights, pole and wire agreements, and subsurface rights, and (ii) all assets and rights (including without limitation appurtenances) that are not identified as Trackage (clauses (i) and (ii) of this Section 2 together referred to herein as the "**Retained Assets**").

3. Term of Segment 3 Easement.

(a) Term. The term of the Segment 3 Easement shall begin on the day and year first above written or, in the event the Segment 3 Easement requires the approval of the Surface Transportation Board ("**STB**"), on the date when such approval is secured and becomes effective (the "**Effective Date**"), and shall continue in Perpetuity thereafter unless sooner terminated in accordance with the terms and conditions of this Agreement (the "**Term**").

(b) Termination or Assignment Event Defined. For purposes of this Agreement, the term "**Termination or Assignment Event**" shall mean the date that any Regulatory Approval becomes effective pursuant to actions taken under the provisions of paragraph 3(d) or 3(e) hereof.

(c) Termination or Assignment Event before Sale Date 3. Grantee acknowledges that, pursuant to the CRA, Grantor intends to convey Segment 3 to DRPT or its assignee, subject to the Segment 3 Easement. Notwithstanding any other provision of this Agreement to the contrary, if a Termination or Assignment Event occurs before Sale Date 3, the Term shall immediately end upon the occurrence of such Termination or Assignment Event. In such case, Grantor shall be entitled to, and hereby is authorized to, execute and record a notice of termination of easement in such land records to confirm such termination, and, upon Grantor's request, Grantee shall execute an instrument, in recordable form and otherwise in form satisfactory to Grantor, confirming the termination of the Segment 3 Easement and this Agreement.

(d) Effect Of Termination Or Assignment Of Agreement.

(i) Promptly upon the occurrence of an event that would otherwise result in (x) a termination of this Agreement pursuant to this Section 3, or (y) an assignment to CSXT (or a Successor Third-Party Carrier (as hereinafter defined)) pursuant to Section 4 hereof, but for, in either case, the need to obtain STB approval or exemption with respect to such termination or assignment, Grantee shall assist CSXT in the preparation and submission of all necessary applications, petitions and/or notices to the STB or any successor agency to effectuate a termination or assignment to CSXT or the Successor Third-Party Carrier (as hereinafter defined), of this Agreement, as the case may be, and a discontinuance of Grantee's operations hereunder, if required. Upon such termination or assignment, CSXT (or as applicable, a Successor Third-Party Carrier (as hereinafter defined)) shall have the right to enter onto Segment 3 and operate either as owner of Segment 3 (if this Agreement has been terminated pursuant to this Section 3) or pursuant to an assignment of this Agreement pursuant to Section 4, as the case may be. Upon obtaining any necessary regulatory authority or exemption, which has become effective, and complying with any imposed conditions ("**Regulatory Approval**") which term shall also include any regulatory approvals or exemptions sought pursuant to Section 3(e) below), Grantee will forthwith vacate Segment 3 and surrender all rights and interest in or to Segment 3 to CSXT or the Successor Third Party Carrier, as applicable.

(ii) In connection with any termination or assignment of this Agreement in accordance with its terms (including without limitation, automatic assignment pursuant to Section 4 hereof), Grantee grants CSXT an irrevocable power of attorney for purposes of (X) preparing, consenting to and making any STB filing, and (Y) assigning Grantee's rights under this Agreement. This grant of Grantee's power of attorney shall survive termination of this Agreement.

(e) Abandonment, Discontinuance Or Other Regulatory Activities.

(i) Prior to Sale Date 3 – *Discontinuance of Local Common Carrier Service*. Prior to Sale Date 3 the following provisions shall apply:

(1) In the event Grantee desires to discontinue local common carrier rail service over all or any portion of Segment 3 (the "**BBRR Line Discontinuance**"), Grantee shall give CSXT written notice ninety (90) days prior to Grantee filing an application, petition for exemption, or notice of exemption for discontinuance authority with the STB (the "**90-Day Notice**").

(2) Within thirty (30) days of receiving the 90-Day Notice of the BBRR Line Discontinuance, CSXT shall in writing notify Grantee (the "**30-Day Notice**") that CSXT shall exercise one of the following options, to which Grantee consents by the execution of this Agreement:

(A) Within 60 days of the 30-Day Notice, Grantee shall assign CSXT its rights to provide local common carrier service over the BBRR Line Discontinuance and CSXT will resume providing local common carrier service over the BBRR Line Discontinuance no more than 60 days from the date CSXT provides the Notice to Grantee; or

(B) Within 60 days of the 30-Day Notice, Grantee shall assign its rights to provide local common carrier service over the BBRR Line Discontinuance to a third party to be designated by CSXT (a "**Successor Third-Party Carrier**"); or

(C) Grantee and CSXT will jointly pursue (i) discontinuance or (ii) discontinuance and abandonment, respectively, of local common carrier service over the BBRR Line Discontinuance by filing for the necessary authorization from the STB or other regulatory authority as may be appropriate.

(3) If Grantee discontinues service over any portion of Segment 3 pursuant to STB or other applicable authorization, then this Agreement shall terminate as to such portion of Segment 3. However, in the case of Grantee's authorized discontinuance over less than all of Segment 3, this Agreement shall continue in full force and effect between Grantor and Grantee as to the portion of Segment 3 for which Grantee does not obtain discontinuance authorization.

(4) Grantee shall be responsible for any protective conditions or benefits imposed by any judicial, regulatory or governmental body for the benefit of its employees or the employees of any subsidiary or affiliate of Grantee, or which are otherwise required to be paid to such employees under Grantee's collective bargaining or other agreement, howsoever arising, including as a consequence of the approval of this Agreement, the exercise or performance by CSXT or Grantee of any rights or obligations hereunder, the termination of this Agreement, or Grantee's discontinuance of operations of any portion of the Segment 3 local common carrier service easement. CSXT shall be responsible for any protective conditions or benefits imposed by any judicial, regulatory or governmental body for the benefit of its employees or the employees of any subsidiary or affiliate of CSXT, or which are otherwise required to be paid to such employees under CSXT's collective bargaining or other agreement, howsoever arising, including as a consequence of the approval of this Agreement, the exercise or performance by CSXT or Grantee of any rights or obligations hereunder, the termination of this Agreement, or CSXT's abandonment or discontinuance of operations of any portion of the Segment 3 local common carrier service easement.

(ii) After Sale Date 3 – *Abandonment or Discontinuance of Common Carrier Service*. From and after Sale Date 3 the following provisions shall apply:

(1) In the event Grantee desires to abandon or discontinue common carrier rail service over all or any portion of Segment 3 (the "**BBRR Line Termination**"), Grantee shall give CSXT written notice one-hundred and fifty (150) days prior to Grantee filing an application, petition for

exemption, or notice of exemption for discontinuance authority with the STB (the “**150-Day Notice**”).

(2) Within thirty (30) days of receiving the 150-Day Notice of the BBRR Line Termination, CSXT shall in writing notify Grantee (the “**30-Day Notice**”) that CSXT shall exercise one of the following options, to which Grantee consents by the execution of this Agreement:

(A) Within 120 days of the 30-Day Notice, Grantee shall assign CSXT its rights to provide common carrier service over the BBRR Line Termination and CSXT will resume providing common carrier service over the BBRR Line Termination no more than 120 days from the date CSXT provides the 30-Day Notice to Grantee; or

(B) Within 120 days of the 30-Day Notice, Grantee shall assign its rights to provide common carrier service over the BBRR Line Termination to a third party to be designated by CSXT (a “**Successor Third-Party Carrier**”); or

(C) Grantee and CSXT will jointly pursue (i) discontinuance or (ii) discontinuance and abandonment, respectively, of common carrier service over the BBRR Line Termination by filing for the necessary authorization from the STB or other regulatory authority as may be appropriate.

(3) If Grantee abandons any portion of Segment 3 pursuant to STB or other applicable authorization, then this Agreement shall terminate as to such portion of Segment 3. However, in the case of Grantee’s authorized abandonment over less than all of Segment 3, this Agreement shall continue in full force and effect between Grantor and Grantee as to the portion of Segment 3 for which Grantee does not obtain abandonment authorization.

(4) Grantee shall be responsible for any protective conditions or benefits imposed by any judicial, regulatory or governmental body for the benefit of its employees or the employees of any subsidiary or affiliate of Grantee, or which are otherwise required to be paid to such employees under Grantee’s collective bargaining or other agreement, howsoever arising, including as a consequence of the approval of this Agreement, the exercise or performance by CSXT or Grantee of any rights or obligations hereunder, the termination of this Agreement, or Grantee’s abandonment or discontinuance of operations of any portion of the Segment 3 common carrier service easement. CSXT shall be responsible for any protective conditions or benefits imposed by any judicial, regulatory or governmental body for the benefit of its employees or the employees of any subsidiary or affiliate of CSXT, or which are otherwise required to be paid to such employees under CSXT’s collective bargaining or other agreement,

howsoever arising, including as a consequence of the approval of this Agreement, the exercise or performance by CSXT or Grantee of any rights or obligations hereunder, the termination of this Agreement, or CSXT's abandonment or discontinuance of operations of any portion of the Segment 3 local common carrier service easement.

4. Automatic Assignment of Segment 3 Easement. Notwithstanding any other provision of this Agreement to the contrary, if a Termination or Assignment Event occurs on or after Sale Date 3, this Agreement shall not terminate as a result of such Termination or Assignment Event, and all right, title, and interest of Grantee under this Agreement (but not any of Grantee's obligations or liabilities accruing prior thereto) shall be deemed to have been automatically assigned to, and assumed by, CSXT upon the occurrence of such Termination or Assignment Event (or to the Successor Third-Party Carrier), subject to obtaining any necessary STB authority in advance of the assignment and assumption, with no other notice, filing, undertaking, or other agreement or document being necessary to effect such automatic assignment and assumption. In the event of such automatic assignment and assumption, the Segment 3 Easement shall run from the fee owner of Segment 3 to CSXT or the Successor Third-Party Carrier as beneficiary in accordance with the terms of this Agreement. However, at CSXT's request, Grantee shall execute an instrument, in recordable form and otherwise in form satisfactory to CSXT, confirming such assignment of the Segment 3 Easement to CSXT or the Successor Third-Party Carrier. Notwithstanding the foregoing, in the event that the automatic assignment described above requires any regulatory approval, the parties shall cooperate and use their reasonable best efforts to obtain such regulatory approval.

5. Costs and Expenses. Grantee shall bear all costs and expenses incurred in connection with the filing of the Segment 3 Easement (including without limitation all taxes and fees with respect to the recording of this Agreement), provided however, Grantor shall bear the costs of all STB filing fees and Grantor preparation of the requisite filings with the STB.

6. Use of Segment 3 Easement; Operation and Control of Segment 3. During the Term of this Agreement, and following termination of the Segment 3 Easement, Grantee shall not (i) remove any part of the Trackage from Segment 3, (ii) cause any lien or encumbrance against Segment 3 or the Trackage, or (iii) take any other action that would adversely affect the use of Segment 3 or the Trackage by CSXT, a Successor Third-Party Carrier, or Grantor or any of its Affiliates (as hereinafter defined). Grantor acknowledges and agrees that Grantee owns certain buildings and improvements on Segment 3 (the "**Grantee Improvements**"). Notwithstanding anything herein to the contrary, following termination or assignment of the Segment 3 Easement, Grantee (i) shall not have or acquire any right to or interest in Segment 3 or the Trackage by adverse possession, prescription or otherwise, and (ii) shall, at Grantor's request, remove the Grantee Improvements at Grantee's sole risk, cost, and expense, and restore the land to a condition satisfactory to Grantor. In no event may Grantee make any material alterations of or additions to Segment 3 or the Trackage without the prior written consent of Grantor in each instance or as may be otherwise permitted by the Segment 3 Operating Agreement.

7. Reservation by Grantor of Certain Rights and Agreements. Grantor hereby reserves to itself and its successors and assigns the free and unrestricted use of Segment 3 and the Trackage in any manner not inconsistent with the terms and conditions of this Agreement or the Segment 3

Operating Agreement, including without limitation the right to grant non-exclusive easements and rights of use to any entity or person at any time (other than for Rail Freight Service and subject to any restrictions or conditions in the Segment 3 Operating Agreement). Without limiting the generality of the foregoing, CSXT hereby reserves to itself and its successors and assigns the Retained Assets.

8. Transfer of Segment 3 by Grantor. Grantor has the right to sell, transfer or otherwise convey all or any of its interest in Segment 3 or Trackage, sell, transfer, or otherwise convey the stock of Grantor or merge Grantor with another entity, subject to the terms and conditions set forth in the Segment 3 Operating Agreement.

9. Assignment of Segment 3 Easement by Grantee.

(a) Assignment, etc. Except as provided in Section 9(b) below, Grantee shall have no right to assign the Segment 3 Easement or any of Grantee's other rights and obligations under this Agreement except to a Permitted Transferee (an "**Assignment**"), whether voluntarily or by operation of law, or to allow the use of Segment 3 or the Trackage by any third party except to the extent expressly set forth in the Segment 3 Operating Agreement, *provided however*, in the event that Grantee's interest in this Agreement is assigned to CSXT pursuant to Section 3(e) or Section 4 hereof, CSXT thereafter shall have the right to assign any or all of Grantee's rights under this Agreement. For the sake of clarity, and without limiting the generality of the foregoing provisions of this Section 9, any Change of Control shall be deemed to be an Assignment of Grantee's rights and obligations under this Agreement. For purposes of this Agreement, "**Change of Control**" means the sale or lease of all or substantially all of the assets of Grantee's Owner, in one or more transactions, to any entity or person that is not a Permitted Transferee; any merger, consolidation or acquisition of Grantee or its Owner with, by or into another entity or person other than a Permitted Transferee; or any change in the ownership of the equity interests of Grantee or its Owner resulting in an entity or person other than Permitted Transferees owning more than fifty percent (50%) of either the voting equity interests or total equity interests of Grantee or its Owner. For purposes of this Agreement, (A) "**Permitted Transferee**" means (i) any lineal descendent of any owner of Grantee on the date hereof, or (ii) any entity, more than fifty percent (50%) of both the voting securities and all securities of which are held by any of the persons described in the foregoing clause (i), and (B) "**Owner**" means any entity or person owning, directly or indirectly (through one or more intermediaries) more than fifty percent (50%) of either the voting equity interests or total equity interests of Grantee .

(b) Permitted Assignments. In the event that Grantee desires to make an Assignment, Grantee shall provide to CSXT a written request for approval thereof (the "**Approval Request**"), which Approval Request shall (I) describe, in reasonable detail, (A) the terms and conditions of the transaction, (B) the identity of the proposed assignee or transferee (the "**Transferee**"), and (C) sufficient additional information to enable CSXT to determine whether or not such Transferee Meets the Transferee Standards set forth in Exhibit B attached hereto (the "**Transferee Standards**"), (II) confirm that the proposed Transferee has been informed that under the terms of the TRA, from and after any Assignment (whether by Change of Control or otherwise) (x) there shall be no further Fees (as defined in the TRA) due or payable under the TRA, and (y) there shall be no Guaranteed Volume (as defined in the TRA) amounts under the

TRA, and (III) in the case of an Assignment that is not a Change of Control but which involves or relates to all or any portion of Segment 3, include an offer (the "**Offer**") to make such Assignment of Segment 3 (or such portion thereof) to CSXT upon the same terms and conditions as proposed to be made to the Transferee (including the confirmation required under clause (II) above). Any Assignment pursuant to this Section 9(b) may be made by Grantee if, but only if, (x) the Transferee Meets the Transferee Standards (as defined below), (y) the Assignment receives CSXT Approval (as defined below), and (z) such Assignment includes a simultaneous assignment to the Transferee of Grantee's rights, obligations, and liabilities under the Segment 3 Operating Agreement with respect to the portions of Segment 3 as to which the Assignment relates. The following shall apply with respect to any Approval Request:

(i) "**CSXT Approval**" shall mean (x) the prior written approval of CSXT, which approval shall not be unreasonably withheld, or (y) CSXT's failure to deliver to Grantee a CSXT Disapproval (as defined below) prior to the expiration of thirty (30) business days after CSXT's receipt of the Approval Request. In the event that prior to the expiration of thirty (30) business days after CSXT's receipt of the Approval Request CSXT provides to Grantee a written notice of disapproval of the Assignment (a "**CSXT Disapproval**"), which CSXT Disapproval shall include a description of CSXT's reason(s) for disapproving the Assignment, then it shall be deemed that no CSXT Approval has been given (a "**Disapproval**").

(ii) "**Meets the Transferee Standards**" shall mean that (A) the Transferee meets all of the criteria set forth in the Transferee Standards, (B) the Grantee or Transferee has provided to CSXT all information, acknowledgements, and agreements required by the Transferee Standards, and (C) in the reasonable judgment of CSXT, none of the information so provided to CSXT calls into question the ability of the Transferee to perform the obligations of the User under the Segment 3 Operating Agreement in compliance with such agreement and applicable law. In the event that CSXT determines in good faith that the Transferee does not Meet the Transferee Standards, it shall so notify Grantee in writing (the "**Transferee Standard Notice**").

(iii) Notwithstanding the foregoing provisions, in the case of an Assignment that is not a Change of Control but which involves or relates to all or any portion of Segment 3, then not later than twenty (20) days after receipt of the Approval Request, CSXT may (but shall not be obligated to) deliver to Grantee a written notice (the "**CSXT Purchase Notice**") stating that CSXT (or an assignee of CSXT (CSXT or such assignee being the "**CSXT Transferee**")) desires to accept the Offer. In the event that CSXT timely delivers the CSXT Purchase Notice, then the CSXT Purchase Notice in conjunction with the Offer, shall be deemed to constitute valid, legally binding and enforceable agreements for the Assignment by the Grantee to the CSXT Transferee (which Assignment shall, as required above, include the assignment of the Segment 3 Operating Agreement). The consummation of the Assignment to the CSXT Transferee shall be made at the offices of the Company not more than sixty (60) business days following the date of receipt by CSXT of the Approval Request, *provided, however*, that the CSXT Transferee shall not be required to meet any non-monetary terms of the Offer, including, without limitation, delivery of securities in exchange for the Assignment, but instead, shall be required to deliver to the Grantee cash in an amount equal to the fair market value of such securities or other non-monetary terms, as determined by the CSXT Transferee acting in good faith.

(iv) In the event that Grantee objects to (x) CSXT's determination that the Transferee does not Meet the Transferee Standards, or (y) CSXT's Disapproval, then Grantee may provide to CSXT a written objection (the "**Objection Notice**") and shall attempt to resolve the dispute through discussions with CSXT. Any such disputes that cannot be settled by CSXT and Grantee themselves within sixty (60) calendar days of Grantee's providing an Objection Notice shall be settled under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall be held in Richmond, Virginia. The decision of the arbitrator(s) shall be final and conclusive upon the parties hereto and shall be enforceable in a court of competent jurisdiction. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, exhibits and counsel. The compensation, costs and expenses of the arbitrator(s), if any, shall be borne equally by the parties hereto. The arbitrator(s) shall not have the power to award consequential or punitive damages or to determine violations of criminal laws or antitrust laws.

(c) Change of Control. In furtherance of the foregoing, and prior to the provision of the Approval Request described in Section 9(b) above, in the event that Grantee or its Owner wishes to effect a transaction that would constitute a Change of Control, Grantee shall discuss, for a period not to exceed ninety (90) days, with CSXT the potential persons or entities and the terms and conditions of the proposed transaction to enable Grantee and CSXT to assess the acceptability of such transaction or to agree upon the terms an alternative, mutually acceptable, transaction, *provided however*, that unless otherwise mutually agreed, the process specified in the above Section 9(b) shall be followed upon the conclusion of any such discussions between Grantee and CSXT.

10. Grantor's Title. The Segment 3 Easement is hereby granted without warranty of title and is subject to any covenants, easements, agreements or restrictions of record.

11. Liability. To the extent any losses or liabilities arise or are threatened under this Agreement or the Segment 3 Operating Agreement, the responsibility and liability therefor, and indemnity with respect thereto, shall be allocated between Grantor and Grantee as provided in the Segment 3 Operating Agreement.

12. Property Taxes. Real property taxes and assessments attributable to Segment 3 and the Trackage (including in the event of expiration or termination of the Segment 3 Easement) shall be allocated to the Parties as provided in the Segment 3 Operating Agreement.

13. Waiver. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing, signed by all the Parties against whom it is asserted and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

14. Attorneys' Fees and Costs. In the event of any litigation arising out of this Agreement, and to the extent this Section does not conflict with the terms and conditions of the Segment 3 Operating Agreement, each Party to the litigation shall pay all fees and expenses of its own witnesses, exhibits, and counsel.

15. Notices. All notices hereunder shall be in writing and sent by hand delivery or by certified mail, return receipt requested, or by Federal Express, UPS, or other reputable overnight air courier with receipted delivery, to the addresses hereinafter set forth, or such other address as may be established by a Party pursuant to notice in accordance with this Section.

If to Grantor: Director - Passenger and Joint Facility Agreements
CSX Transportation, Inc.
500 Water Street, J315
Jacksonville, FL 32202

If to Grantee: President, Buckingham Branch Railroad Company
1063 Main Street
Dillwyn, VA 23936

16. Governing Law. This Agreement and the Segment 3 Easement hereby granted shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

17. Further Assurances. Each Party shall execute, acknowledge and deliver to the other Party such documents, instruments and certificates, and take such other action as the Parties may reasonably request in order to give effect to the purposes or provisions of this Agreement.

18. Affiliates. For purposes of this Agreement, term "**Affiliate**" shall mean a parent company, subsidiary or affiliate of a Party. To the extent the provisions of this Agreement apply to the Affiliates of Grantor or Grantee, as appropriate, Grantor or Grantee shall cause its Affiliate to comply with all applicable terms, conditions and restrictions hereof. When an Affiliate of Grantee operates over Segment 3 or Trackage while Grantee also has the right to operate over Segment 3 the Trackage, any operations thereover by such Affiliate shall be subject to the Affiliate's satisfying the Affiliate requirements for such operations, as set forth in the Segment 3 Operating Agreement.

19. Covenants and Easements in Gross. Grantee and Grantor agree and acknowledge that the covenants and easements contained in this Agreement shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless whether CSXT continues to own any interest in Segment 3

or any other property benefited by such covenants or easements, and CSXT reserves unto itself and it successors and assigns, all rights of Grantor hereunder, including without limitation the right to amend (with the consent of Grantee, which consent shall not be unreasonably withheld), enforce, or waive any provisions of this Agreement. Grantee acknowledges that CSXT will continue to have a substantial interest in enforcement of the said covenants and easements whether or not CSXT continues to own any interest in Segment 3 or any other property benefited by such covenants or easements, and no other party shall be entitled to exercise or enforce any rights, restrictions, covenants, remedies or other provisions of this Agreement intended for the benefit of CSXT, regardless of whether such party owns any interest in Segment 3.

20. Covenants Run with the Land. By the recording of this Agreement, 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.

21. Construction. This Agreement and the grant of the Segment 3 Easement herein shall not be strictly construed but shall be given a reasonable construction so that the intention of the Parties to confer commercially usable rights of enjoyment of the Segment 3 Easement, subject to the terms, conditions and restrictions set forth in this Agreement and the Segment 3 Operating Agreement (including without limitation any termination rights) is carried out.

22. Time is of the Essence. Time is of the essence in the performance hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BUCKINGHAM BRANCH RAILROAD COMPANY	CSX TRANSPORTATION, INC.
By:______________________________	By:______________________________
Name:	Name:____________________________
Title: President	Title:____________________________

STATE OF _______________
CITY/COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2021, 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 ____________, 2021, by _____________________, as ____________________ of Buckingham Branch Railroad Company, a Virginia corporation, on behalf of the corporation.

My commission expires:________________________

____
[SEAL] Notary Public

EXHIBIT A

SEGMENT 3[2]

All those portions of Grantor’s operating rail lines lying and being situate in Hanover County, Louisa County, Orange County, Albemarle County, the City of Charlottesville, Nelson County, Augusta County, the City of Waynesboro, the City of Staunton, Rockbridge County, Bath County and Allegheny 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]

[provided however, Segment 3 shall not include the parcels described on Exhibit A-1 attached hereto][3]

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[2] Description to be further updated and refined

[3] These exclusions to be confirmed by CSXT. Exhibit A-1 would be the Exhibit D from the Segment 3 Deed.

[EXHIBIT A-1

EXCLUDED PROPERTY]

PARCEL A

Those certain parcels of land, together with all improvements thereon and appurtenances thereunto belonging, located at Doswell in Hanover County, Virginia, shown as outlined in red on the map attached hereto as Exhibit A-1a.

PARCEL B

Those certain parcels of land, together with all improvements thereon, located in Orange County, Virginia, being the railroad right of way extending from Milepost CAA 0.00 in the Town of Orange to Milepost CAA 9.02 in the Town of Gordonsville, shown as outlined in red on the map attached hereto as Exhibit A-1b.

PARCEL C

That certain parcel of land, together with all improvements thereon, located in the City of Staunton, Virginia, shown as outlined in red on the map attached hereto as Exhibit A-1c.

PARCEL D

The north passenger platform in the City of Charlottesville, Virginia, shown as outlined in red on the map attached hereto as Exhibit A-1d.

EXHIBIT B

TRANSFEREE STANDARDS

1. The Transferee has a minimum of two (2) years prior experience conducting freight rail operations in the United States, or is owned or controlled by a company that owns or controls at least one other rail carrier that has a minimum of two (2) years prior experience conducting freight rail operations in the United States. Any such company, rail carrier owned by such holding company, and any other entity that owns or controls the Transferee, or is owned or controlled by the Transferee, is referred to herein as an "**Affiliate**" of the Transferee.

2. Neither the Transferee nor any Affiliate of the Transferee is a Class I railroad.

3. The Transferee demonstrates, by providing to CSXT the information described in Paragraph 4 below, as well as audited financial statements for the previous two (2) years and a business plan for the property to be acquired, that the Transferee has the financial security required to satisfy the financial obligations described in the Segment 3 Operating Agreement. Capitalized terms used in this **Exhibit B** and not otherwise defined herein shall have the meanings ascribed to them in the Segment 3 Operating Agreement.

4. The Transferee has disclosed to CSXT all material litigation, arbitration, mediation, contract dispute, or other disputes submitted to any dispute resolution procedure within the last five (5) years which involved, or arose from, a claim against the Transferee or any Affiliate regarding any of the following: the death or serious injury of any person; business, contract or other commercial disputes; employment, employment discrimination or labor disputes. As used in this **Exhibit B**, the term "**material**" means that the item would be considered material in the course of an audit of the firm under Generally Accepted Accounting Principles as expounded by the Financial Accounting Standards Board, or that the item, in the reasonable judgment of CSXT, calls into question the ability of the Transferee to perform the obligations of the User under the Segment 3 Operating Agreement in compliance with such agreement and applicable law.

5. Neither the Transferee nor any Affiliate has filed a bankruptcy petition or made a general assignment for the benefit of creditors, and no other party has filed a bankruptcy petition against the Transferee or any Affiliate in the preceding seven (7) years that has not been dismissed.

6. Neither the Transferee nor any Affiliate has applied for or consented to the appointment of a receiver, trustee or liquidator of Transferee or any Affiliate for all or substantially all of the assets of the Transferee or Affiliate and no order, judgment or decree has been entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, trustee or liquidator of Transferee or Affiliate for all or substantially all of the assets of the Transferee or Affiliate within the preceding seven (7) years.

7. The Transferee has supplied CSXT with the records of any accident or other incident occurring in the preceding five (5) years that the Transferee or any Affiliate has reported, or was required to report, to the FRA under 49 CFR Part 225. The Transferee has disclosed to

CSXT, with respect to all freight rail operations conducted by the Transferee or any Affiliate within the preceding three (3) years, a list of FRA or state violation notices issued with respect to the regulatory compliance of such freight rail operations, together with a brief description and resolution thereof, and demonstrated that it has complied with any penalties, sanctions, or other obligation relating thereto.

8. Neither the Transferee nor any Affiliate is in violation of any law which has the potential to have a material adverse effect on its freight rail operations over Segment 3.

9. Neither the Transferee nor any Affiliate, nor any officer, director or department head of the Transferee or any Affiliate within the preceding five (5) years:

    a. has been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity.

    b. has had filed against it in a state or federal proceeding any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity and such charge has not been finally resolved.

    c. has had filed against it, in a state or federal court, any civil complaint (including, but not limited to, a cross-complaint), counter claim, or other claim arising out of a contract, alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract with any public entity and such civil complaint, counter claim, or other claim has been found substantially meritorious or has not been finally resolved.

    d. has within the preceding three (3) years been found, adjudicated, or determined (which finding, adjudication or determination has not been subsequently overturned) by any federal or state court or agency, including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and any similar state agency or body having jurisdiction, to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; or the Equal Pay Act; Executive Order 11246 which violation was of a material nature.

    e. has within the preceding three (3) years been found, adjudicated or determined (which finding, adjudication or determination has not been subsequently overturned) by any state court, state administrative agency, federal court or federal agency to have violated or failed to comply with any applicable law or regulation of the United States or any state governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation, which violation or failure to comply was of a material nature.

f. has been terminated or debarred on any contract issued by any public entity, or otherwise declared ineligible to contract with any public entity and such debarment remains in effect; or

g. is at the time of the proposed User Assignment in default under or otherwise failing to perform any material obligations contained in any material contract or agreement with CSXT, and the CSXT has noticed the Transferee about such default or material nonperformance and otherwise exercised its contractual rights under such contract or agreement with respect to the same.

10. In the event that the Grantee's interest in the Segment 3 Operating Agreement is to be assigned to the Transferee, the Transferee shall demonstrate the ability to secure and maintain insurance coverage in commercially reasonable amounts and on commercially reasonable terms, as reasonably required by CSXT.

11. All Interchange Commitments with the Transferee, if any, shall at all times comply with all applicable STB rules and regulations, if any.

12. The Transferee has acknowledged and confirmed in writing to CSXT that (i) the Segment 3 Operating Agreement, FOA, and TRA (collectively, the "**CSXT Agreements**") as in effect immediately prior to the Assignment to the Transferee will continue in full force and effect (including, without limitation, provisions thereof that become effective upon an Assignment), and (ii) the Transferee assumes all obligations and liabilities of Grantee under each of such CSXT Agreements.

Notwithstanding any provision of this **Exhibit B** to the contrary, CSXT may, upon the request of the Transferee or the Grantee, in its sole and absolute discretion, waive, in whole or in part, any or all of the foregoing Transferee Standards, except that Section 11 shall not be waived. No such waiver shall be effective unless evidenced by a written instrument executed by a duly authorized representative of CSXT.

Exhibit E

CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A PROTECTIVE ORDER

[Confidential Segment 3 Operating Agreement – Filed Under Seal]

SEGMENT 3 OPERATING AGREEMENT

THIS SEGMENT 3 OPERATING AGREEMENT (“**Agreement**”) is made this ___ day of ____________, 2021, by and between **CSX TRANSPORTATION, INC.,** a Virginia corporation (“**CSXT**”, or “**Owner**” which term “Owner” shall mean at any time, the owner at such time of Segment 3 (as defined below)) and **Buckingham Branch Railroad Company,** a Virginia corporation, (“**BBRC**” or “**User**”).

RECITALS

A. The parties entered into a certain Easement Agreement of even date herewith (the “**Easement Agreement**”) pursuant to which, among other things, Owner has granted to User an exclusive freight easement (the **“Segment 3 Easement”**) for Rail Freight Services (as defined in said Easement Agreement, “**Rail Freight Services**”) over Owner’s interests in that certain 164-mile railroad right of way known and commonly referred to as [____________________] generally between Clifton Forge, VA and Doswell, VA, and more specifically described as Segment 3 in the Easement Agreement (herein referred to as the “**Segment 3**”)

B. The term of the Segment 3 Easement is perpetual, but subject to termination in certain events, all as more fully described in the Easement Agreement;

C. User heretofore has conducted rail freight operations over Segment 3 and other rail properties, pursuant to the terms of a certain Land and Track Lease Agreement dated as of December 20, 2004 by and between CSXT and User (as amended prior to the date hereof, the “**Lease Agreement**”) which provides for, among other things, maintenance of Segment 3, and control of dispatching of trains over Segment 3 by User;

D. CSXT and User have amended the Lease Agreement by a certain Land and Track Lease Agreement Number 5 dated as of the date hereof, pursuant to which, among other things, Segment 3 has been removed from the Lease Agreement such that the Lease Agreement now relates only to other rail properties of CSXT;

E. The parties are also parties to (i) a Freight Operating Agreement dated as of December 20, 2004 (as amended to date, and as amended hereafter, the “**FOA**”), which is intended to be a supplement to, and not a replacement of, or amendment to, any of the terms hereof, it being the intent that the FOA and this Agreement are separate agreements to be interpreted and enforced in accordance with their respective terms without regard to the other, provided however, in the event that there is any direct conflict between a provision of the FOA and this Agreement, the provision of the FOA shall take precedence over the conflicting provision of this Agreement, and (ii) an Exhibit “F” to Lease Agreement of December 20, 2004 between CSX Transportation, Inc. and Buckingham Branch Railroad Company Covering Trackage Rights dated as of December 20, 2004 (as amended to date, and as amended hereafter, the “**TRA**”);

F. CSXT and The Virginia Department of Rail and Public Transportation (“**DRPT**”) are parties to (i) a certain Comprehensive Rail Agreement dated as of __________, 2021 (the “**CRA**”) providing for the purchase and sale of certain rail properties including Segment 3, and

(ii) a certain Joint Operating and Maintenance Agreement dated as of __________, 2021 (the "**JOMA**") governing operations and maintenance of the rail properties to be conveyed pursuant to the CRA to DRPT (or other department or division of the Commonwealth of Virginia; the transferee of Segment 3 pursuant to the CRA being the "**Commonwealth Buyer**"), if, as, and when such rail properties are so conveyed (such conveyance, if consummated, being the "**Segment 3 Sale**"); and

G. The parties intend that the Segment 3 Easement be subject to the operating provisions and other terms and conditions set forth herein in place of the Lease Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration set forth herein, Owner and User agree as follows:

1. USE AND CERTAIN RESTRICTIONS ON USE.

(a) Consistent with the Segment 3 Easement and subject to the terms and conditions of this Agreement (including, without limitation, the Reserved Rights (as hereafter defined)), herein provided, User has been authorized to enter upon and utilize the tracks and related operating facilities on Segment 3 for the purpose of being the exclusive provider of Rail Freight Services.

(b) User acknowledges that it has been operating on Segment 3 since 2004 and that it deems Segment 3 appropriate for User's intended use in accordance with the Segment 3 Easement and this Agreement. Such intended use is subject to all existing agreements, 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 Agreement provides actual notice thereof.

(c) Except as otherwise provided herein or in the TRA, during the term of this Agreement User shall have the exclusive right to conduct Rail Freight Services on Segment 3. Except as set forth herein or otherwise contemplated by the TRA, User shall not grant to any third party any trackage, haulage or other rights whatsoever to conduct rail freight operations on Segment 3 without Owner's reasonable consent.

(d) User acknowledges that this Agreement and User's rights and obligations hereunder are subject to:

(i) the rights of the National Rail Passenger Service Corporation ("**Amtrak**") to the extent Amtrak has rights over certain of the tracks within Segment 3, in accordance with the Agreement dated June 1, 1999, as amended, between Amtrak and CSXT (the "**CSXT-Amtrak Agreement**"[1]), the Agreement for Amtrak Use of Trackage Leased from CSXT to Buckingham Branch dated December 20, 2004 (the "**Amtrak Use Agreement**"), and any subsequent agreement entered into by Owner and Amtrak for any purpose for which Amtrak is authorized to operate in connection with Segment 3 ("**Subsequent**

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[1] NTD: Confirm date of and any amendments to Amtrak Agreements.

Amtrak Agreements" and collectively with the CSXT-Amtrak Agreement and the Amtrak Use Agreement, the "**Amtrak Agreements**");

(ii) the terms and provisions of the FOA;

(iii) the terms and provisions of the TRA;

(iv) the terms and provisions of that certain letter agreement dated May 9, 2018 by and between User and CSXT relating to, among other things Positive Train Control (PTC) Diamond Occupancy Requirements;

(v) the terms and provisions of that certain Interlocking Agreement Doswell, VA dated as of December 20, 2004 by and between User and CSXT; and

(vi) [the terms and provisions of that certain Agreement to Cover Interchange Clifton Forge, VA dated as of December 20, 2004 by and between User and CSXT].

2. TERM AND DEFAULT.

(a) Unless otherwise terminated as provided herein, this Agreement shall commence on the Effective Date of (and as defined in) the Easement Agreement, and shall continue in effect, unless sooner terminated in accordance with the terms of this Agreement, until the termination of the Easement Agreement (the "**Term**").

(b) If either User or Owner breaches any material covenant or obligation under this Agreement and if such breach continues without cure for a period of sixty (60) calendar days from the date of receipt of written notice of such breach, the non-breaching party may terminate this Agreement without further notice, provided that if the breach would reasonably take more than sixty (60) days to cure and the party in breach has commenced such cure within such sixty (60) day period and diligently pursues such cure, the party in breach shall have an additional thirty (30) days to complete such cure. User acknowledges and agrees that if User materially breaches this Agreement, CSXT shall have the right, in addition to exercising its rights as Owner under the prior sentence, to suspend any car volume guaranty set forth in the TRA, to pursue specific performance of User's obligations, and to pursue all other rights and remedies at law or in equity, including without limitation, compensation for traffic re-routing costs, crew costs, equipment costs, demurrage penalties and fuel expense. Prior to the Segment 3 Sale, any material breach of the TRA shall also constitute a breach hereof. Upon termination of this Agreement pursuant to this Section 2(b), at Owner's request, User shall seek from the United States Surface Transportation Board ("**STB**") such approvals as may be appropriate to either discontinue or abandon its Rail Freight Service over Segment 3 (irrespective of any contrary or conflicting provisions of the Easement Agreement and whether or not User has breached any provision of said Easement Agreement) in accordance with Section 28 hereof.

3. PAYMENTS.

(a) User shall pay to Owner a base annual fee of [redacted] Dollars ($[redacted]) in cash, payable quarterly in four equal installments on March 20, June 20, September 20, and December 19 of each year of the term of this Agreement (the "**Base Annual Fee**"), provided however, after the Segment 3 Sale, the Base Annual Fee shall be such amount as may be agreed to by the User and Commonwealth Buyer, but not to exceed the aforesaid initial base annual fee.

(b) Failure of User to receive any bill for periodic fees, or receipt of a bill showing an incorrect fee, shall neither override this Agreement terms nor excuse or release User from liability or responsibility for the correct fees. In the event the Owner is required to employ an attorney to collect any fees hereunder, User agrees to reimburse the cost of the attorney employed to collect the fees.

(c) If the Base Annual Fee or any other amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Owner's standard late charge and will also accrue interest at [redacted] percent ([redacted]) per annum, unless limited by local law, and then at the highest rate so permitted.

(d) The fees stated in this Paragraph shall be due irrespective of User's abandonment of service over or cessation of use of any portion of Segment 3.

4. BUILDING MAINTENANCE.

(a) User shall be solely responsible for and shall bear all the risk, cost and expense of use and maintenance of the buildings that are part of Segment 3 (the "**Buildings**") using User's own labor and/or contractor(s).

(b) During the Term of this Agreement, User shall maintain, keep and repair the Buildings in substantially the same condition as the same existed on the Commencement Date of the Lease Agreement, normal wear and tear excepted, and as may be required under any applicable federal, state or local law(s), ordinance(s) and regulation(s).

(c) User shall not be responsible for and shall bear no cost and expense of the maintenance of any portion of the Buildings occupied or for any fixtures, structures or appurtenances placed thereon by Owner or any third parties pursuant to Owner's exercise of any of its exceptions, reservations, rights and/or privileges under Section 25 of this Agreement.

(d) Should User fail to maintain the Buildings in accordance with the standards of this Section 4, Owner shall have the right, but not the obligation, to make the repairs necessary to bring the Buildings into conformance with the requirements of this Section, and User shall reimburse Owner the cost of making such repairs.

5. INSPECTION OF SEGMENT 3.

Owner (or its agent) and, in addition after the Segment 3 Sale, CSXT (or its agent) shall have the right to inspect Segment 3 annually and at such other times as it reasonably deems necessary to monitor compliance with this Agreement. Owner and, in addition after the Segment 3 Sale, CSXT, shall have the right to enter Segment 3 to conduct such inspections; however, Owner and CSXT will comply with any instructions of User (which instructions, after the Segment 3 Sale, shall include any instructions implemented at the request of the Commonwealth Buyer, which must be reasonably consistent with any Inspection Right-of-Entry Agreement entered into between the Commonwealth Buyer and CSXT covering Segment 3) reasonably designed to insure the safety of the personnel and property of User and Owner. At User's option, a representative of User may accompany Owner (or its agent) or CSXT (or its agent) during the inspection, provided however, that the User representative does so at his or her own risk. Owner and, after the Segment 3 Sale, CSXT, will provide User five (5) days' advance notice to User before entering Segment 3 to conduct an inspection.

6. STB REVIEW AND LABOR.

(a) The parties shall file with the STB and any other governmental authority with jurisdiction over Segment 3, any and all applications, petitions, notices, and/or secure any and all approvals from the STB and other such governmental authorities, that may be required for the grant of the Segment 3 Easement and operations of Rail Freight Services hereunder.

(b) Each party to this Agreement shall be responsible for all costs of protection of its respective employees arising out of STB approval of the transactions contemplated by the Easement Agreement and this Agreement under previously imposed labor protection provisions and 49 U.S.C. §10902 and implementation of the transactions, the exercise or performance by User or CSXT of any rights or obligations hereunder, the termination of this Agreement, or User's abandonment or discontinuance of operations on Segment 3, whether such costs are attributable to protective conditions or benefits imposed by any judicial, regulatory or governmental body or are required to be paid pursuant to collective bargaining or other agreements.

7. COMPLIANCE WITH LAWS.

User shall comply with all applicable Federal, State and local laws, ordinances and regulations in its use and operation of Segment 3, and User hereby agrees to indemnify and hold CSXT and each subsequent Owner harmless from and against any and all liability, claims, costs (including attorney's fees), damages and expenses arising in any manner out of User's failure to comply with such laws, ordinances or regulations.

8. MAINTENANCE, IMPROVEMENTS, AND ADDITIONAL ASSETS.

(a) Subject to Paragraph 8(c) hereof, User shall be solely responsible for and shall bear, at its sole risk, the cost and expense of maintaining Segment 3 (to the extent the same has not been abandoned, taken, condemned, expropriated or seized) (i) in good working order, (ii) in the condition necessary to permit railroad freight operations comparable to those existing as of the Commencement Date of the Lease Agreement as established by Owner’s Railroad Timetable, as modified by train orders, in effect at that time, and (iii) in at least the FRA track class standard(s) existing as of the Commencement Date of the Lease Agreement. The foregoing standard shall apply throughout the term of this Agreement unless Owner, in its sole and absolute discretion, consents to the maintenance of Segment 3 to a lesser standard. Owner’s decision not to consent to such lesser maintenance shall not constitute a breach of this Agreement, and such matter shall not be subject to arbitration. Notwithstanding the foregoing, from and after Sale Date 1 (as defined in the JOMA), in addition to the requirements set forth above, and not in limitation, User shall maintain Segment 3 to at least the level required by law for the applicable use of Segment 3 on said Sale Date 1.

(b) Notwithstanding any provision hereof to the contrary, User shall dispatch Segment 3 at its sole cost and expense, provided however, in the event that the Segment 3 Sale is consummated, the responsibility for dispatching of Segment 3 after such Segment 3 Sale shall be the same except as may be mutually agreed by User and the Commonwealth Buyer (or its designee).

(c) In addition to the right to use Segment 3 in accordance with this Agreement and the Easement Agreement, User shall have the right to use those assets related to Segment 3 that are included in the definition of Additional Assets in the Lease Agreement (“**Additional Assets**”) on the terms and conditions provided in this Agreement. User shall have no right to dispose of any portion of Segment 3 or of such Additional Assets without prior written consent from Owner; provided, however, that User shall have the right, without prior written consent from Owner, to dispose of materials from Segment 3 and from the Additional Assets to the extent such disposition is required for maintenance, rehabilitation, upgrading or improvement of Segment 3 or Additional Assets. As Owner remains the owner of Segment 3 and the Additional Assets, Owner shall be entitled to full monetary compensation for any such assets sold by User except where such assets are replaced by User with assets that are deemed equivalent in the reasonable judgment of Owner, which shall be the property of Owner. User shall be solely responsible for and shall bear all the risk, cost and expense of use and maintenance of the Additional Assets using User’s own labor and/or contractor(s). User shall maintain, keep and repair the Additional Assets in substantially the same condition as the same existed on the Commencement Date of the Lease Agreement, ordinary wear and tear excepted, and as may be required under any applicable federal, state or local law(s), ordinance(s) and regulation(s). User shall not be responsible for and shall bear no cost and expense of the maintenance of any portion of the Additional Assets used by Owner or any third parties, or for any fixtures, structures or appurtenances placed on Segment 3 or on the Additional Assets by Owner or any third parties, pursuant to any exceptions, reservations, rights and/or privileges under this Agreement.

(d) Prior to the Segment 3 Sale, User may make improvements upon or connected to Segment 3 without the prior written consent of Owner, provided that all such improvements shall be the property of Owner, and such improvements shall not materially interfere with rail freight service or passenger service over Segment 3. After the Segment 3 Sale, User may make improvements upon or connected to Segment 3 upon thirty days’ written notice to Owner notifying of the proposed improvement, provided that all such improvements shall be the property of Owner, and such improvements shall not materially interfere with rail freight service or (in the reasonable determination of Owner) passenger service over Segment 3.

(e) Owner, from time to time and at its sole cost and expense, may make changes in, additions and betterments to or retirements from Segment 3 as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof (provided such additions, betterments, or retirements do not materially interfere with rail freight service over Segment 3) or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Owner shall be responsible for the cost of the annual expense of maintaining, repairing, and renewing such additions and betterments. Such additions and betterments shall become a part of Segment 3 and such retirements shall be excluded from Segment 3.

(f) If the parties agree that changes in or additions and betterments to Segment 3, including changes in communication or signal facilities, are required to accommodate Owner's operations beyond that required by User to accommodate its operations, User shall construct the additional or altered facilities and Owner shall pay (or reimburse User for) the cost thereof, including the annual expense of maintaining, repairing, and renewing such additional or altered facilities.

(g) User shall not create or permit or allow any nuisance condition to exist on or in Segment 3 or any Additional Assets.

9. CLEARING OF WRECKS.

(a) If by reason of any mechanical failure, accident, derailment or any other cause, a train or locomotive becomes stalled and unable to proceed under its own power on Segment 3, or if in emergencies crippled or otherwise defective cars are separated from their trains on Segment 3, BBRC shall promptly furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off Segment 3, subject to BBRC's being reimbursed for direct costs incurred in rendering any such assistance by the party requiring such assistance.

(b) The liability, cost and expense of the foregoing not otherwise provided for in this Section 9, including, without limitation, loss of, damage to or destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be allocated and apportioned in accordance with this Agreement or any other applicable agreement.

(c) All trains, locomotives, rail cars, and rail equipment and salvage from the recovery operations provided for in this Section 9 shall be promptly delivered to the operator or owner of such items.

10. MANAGEMENT AND OPERATIONS.

(a) User shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains (locomotives and cars) while such trains, locomotives, cars, and equipment are being operated over Segment 3. User shall indemnify, protect, defend, and save harmless Owner and its affiliates, and each of their respective directors, officers, agents and employees (the "**Indemnitees**") from and against all fines, penalties and liabilities imposed upon Indemnitees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of User to comply with its obligations in this regard.

(b) The trains, locomotives, cars and equipment of User, Owner, and any other present or future user of Segment 3 or any portion thereof, shall be operated without prejudice or partiality to either party and in such manner as shall afford the most economical and efficient manner of movement of all traffic.

11. PUBLIC FUNDS.

If User seeks public funding for use on any portion of Segment 3, User shall first give Owner notice of its intent to seek such public funding and get Owner's prior written approval, which shall not be unreasonably withheld or delayed.

12. MILEAGE AND CAR HIRE

All mileage and car hire charges accruing on cars in User's trains on Segment 3 shall be assumed by User and reported and paid by it directly to the owner of such cars.

13. SPECIAL AUDITS.

At any time, Owner may perform a special audit if it has a reasonable belief that User is not in compliance with this Agreement. The cost of the audit shall be borne by Owner, provided that if such audit reveals User is not in substantial compliance with the terms of this Agreement, User shall reimburse Owner for the costs of the audit.

14. ENVIRONMENTAL.

(a) At all times during the Term of this Agreement, User shall not create or permit to be created or knowingly allow to exist upon Segment 3 or the Additional Assets any use, storage (except storage for a reasonable period of time as incident to an industrial switching movement for a patron on Segment 3), disposal or release of Hazardous Materials, public or private, and User shall indemnify and hold harmless Owner, and its parent corporations, subsidiaries and affiliates, and all of its and their directors, officers, agents or employees, from and against any and all liabilities, damages, penalties, fines, claims, demands, causes of action, liens, suits, costs, judgments and expenses, including costs of defense and reasonable attorneys' and consultants' fees (collectively "**Liability**"), growing out of any such use, storage, disposal or release of Hazardous Materials thereon, including without limitation Liability arising out of the application and/or violation of laws, ordinances and governmental regulations relating to air, water, noise, wastes and other pollution. User shall comply with all applicable federal, state and local laws, rules and regulations pertaining to air, water, noise, and wastes and other pollution or relating to the storage, transport, disposal or other release of Hazardous Materials. Except as provided in subparagraphs (b) and (d) of this Paragraph 14, User shall install and bear the expense of any and all pollution control structures, devices or equipment which are required during the term of this Agreement under any applicable laws, ordinances or governmental regulations as a result of User's operations. User shall exercise due care in its use and operation of Segment 3, including taking precautions against reasonably foreseeable acts or omissions of any third party, to prevent Environmental Contamination or the Release of a Hazardous Material into the environment.

(b) User shall be responsible to Owner and shall defend, indemnify and hold harmless Owner, and its parent corporations, subsidiaries and affiliates, and all of its and their directors, officers, agents or employees, from and against any Liability arising under any environmental protection or pollution law, or any liability in tort (strict or otherwise) arising (i) out of Environmental Contamination of Segment 3 or the Additional Assets occurring after the Commencement Date of the Lease Agreement or (ii) out of and to the extent that User has knowingly exacerbated after such Commencement Date Environmental Contamination existing prior to such Commencement Date. CSXT shall defend, indemnify and hold harmless User, and its parent corporations, subsidiaries and affiliates, and all of its and their respective directors, officers, agents or employees, from and against any Liability arising out of Environmental Contamination of Segment 3 or the Additional Assets occurring prior to such Commencement Date of the Lease Agreement, to the extent not knowingly exacerbated by User. These obligations to indemnify undertaken by each party shall survive the term of this Agreement.

(c) As to the provisions of this Paragraph 14 only, User and Owner waive any statute of limitations defense as between the parties, provided, however, that if one party gives the other party written notice of Environmental Contamination of Segment 3 or the Additional Assets, the waiver of the statute of limitations shall cease, but only as to the Environmental Contamination which is the subject of the written notice, and as to such contamination, the parties shall then be subject from the date of receipt of such written notice to the times then provided in the then-applicable statute of limitations. The waiver of statute of limitations for any matter not covered in said written notice shall continue.

(d) Notwithstanding the foregoing provisions of this Paragraph 14, to the extent that Owner operates its trains on Segment 3 or uses the Additional Assets, Owner shall be separately responsible for any Environmental Contamination of Segment 3 to the extent arising out of its use. CSXT shall defend, indemnify and hold harmless User from and against any Liability resulting from Environmental Contamination of Segment 3 or the Additional Assets to the extent caused by CSXT after the Commencement Date of the Lease Agreement.

(e) For purposes of this Paragraph:

(i) “**Environmental Contamination**” shall mean any condition arising from the use, storage, transport, disposal or release of Hazardous Materials to, on or under Segment 3.

(ii) “**Hazardous Materials**” shall mean and include, without limitation, (1) “hazardous substances” or “toxic substances”, or “pollutants or contaminants”, as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.: or the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, all as amended; (2) “hazardous wastes”, as that term is defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended; (3) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, code, ordinance, guideline, order, agreement or requirement imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or residual waste substance or material, or the exposure of persons thereto all as amended as of the date hereof; (4) any crude oil or any other petroleum product; (5) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. § 2100 et seq., as amended; (6) asbestos and asbestos containing materials in any form; or (7) compounds containing polychlorinated biphenyls. For the purposes of this Paragraph, “as amended” shall mean and include any amendment, adoption, revision or promulgation now in effect or occurring after the date of this Agreement.

15. ASSIGNMENT, ETC.

(a) Assignment. Subject to the provisions of Paragraph 15(b),

(i) This Agreement may not be assigned, or in any manner transferred, nor shall Segment 3 or any portion thereof or the Segment 3 Easement be leased or assigned (any of the foregoing actions or events being a “**User Assignment**”), by User or otherwise made available by User for use by any other person or entity (a “**Transferee**”) except as specifically provided herein, other than to a subsidiary or commonly controlled affiliate of User, without the advance written consent of CSXT, which may be withheld in its sole discretion, signed by an authorized officer (such assignment as to which CSXT consent has been given, being a “**CSXT Approved Assignment**”). Without limiting the generality of the foregoing provisions of this Section 15(a), any Change of Control shall be deemed to be an assignment of this Agreement. For purposes of this Agreement, “**Change of Control**” means the sale or lease of all or substantially all of the assets of User, its owner, or any subsidiary or commonly controlled affiliate of User to which a User Assignment was made in accordance with the first sentence of this paragraph 15(a)(i) (User, its owner or any such subsidiary or commonly controlled affiliate being a “**Permitted User**”) in one or more transactions, to any entity or person that is not a Permitted Transferee; any merger, consolidation or acquisition of any Permitted User with, by or into another entity or person other than a Permitted Transferee; or any change in the ownership of the equity interests of any Permitted User resulting in an entity or person other than Permitted Transferees owing more than fifty percent (50%) of either the voting equity interests or total equity interests of any Permitted User. For purposes of this Agreement, "**Permitted Transferee**" means (x) any lineal descendent of any owner of User on the date hereof, or (y) any entity, more than fifty percent (50%) of both the voting securities and all securities of which are held by any of the persons described in the foregoing clause (x). Notwithstanding the foregoing, in the event that CSXT provides its approval to an Assignment (as defined in the Easement Agreement) of the Segment 3 Easement to a Transferee in accordance with the terms and conditions of the Easement Agreement, CSXT shall be deemed to have given its written consent to a User Assignment hereunder to such Transferee, and such User Assignment shall be deemed a CSXT Approved Assignment hereunder.

(ii) Upon and after the Segment 3 Sale, any CSXT Approved Assignment to a proposed Transferee who fails to meet the Transferee Standards set forth in Exhibit A hereto (the "**Transferee Standards**"), shall be subject to the reasonable review and approval (the "**Approval of Assignee**") of the Commonwealth Buyer, which approval may be withheld based on (x) a material adverse effect to the Commonwealth Buyer's ability to operate or introduce passenger rail service over Segment 3 other than an adverse effect necessary for the Transferee's compliance with its common carrier obligations, (y) a material increase in the Commonwealth Buyer's liability with respect to Segment 3, or (z) the Transferee's (or an affiliate's) ability to safely and effectively operate as a common carrier on Segment 3, including its financial stability, safety record, and past performance as a common carrier in other locations. Notwithstanding any provision hereof to the contrary (A) no User Assignment made prior to the Segment 3 Sale shall require any approval of the Commonwealth Buyer, (B) a User Assignment made on or after the Segment 3 Sale shall not require any approval of the Commonwealth Buyer if such User Assignment is made to a subsidiary or commonly controlled affiliate of User or made to a Transferee who meets the Transferee Standards, and (C) in all events, and at all times, each of the following entities shall be deemed to have met the Transferee Standards: (I) CSXT and each of its affiliates, and (II) any Permitted Transferee. In addition to other conditions as may be placed on such assignment, transfer or lease, as a condition to obtaining CSXT's consent therefor, User will provide written notice to CSXT of its desire to assign this Agreement, together with an agreement, in form and substance acceptable to CSXT, signed by the intended Transferee and agreeing that the intended Transferee will be bound by all provisions of this Agreement. This Agreement may be assigned by CSXT (and any subsequent Owner) to any subsequent transferee of Segment 3.

(b) Track Leases; Public/Private Road/Pedestrian Crossings; and Private Sidetracks. User shall hereby solely be responsible for the approval and preparation for new track lease agreements, public/private road/pedestrian crossing agreements, and private sidetrack agreements on Segment 3, whether overhead, underpass or at grade. Any new agreement prepared for the purposes stated in this Paragraph shall be prepared in the form of a sublease/sublicense subject to the terms of this Agreement, and a copy of each executed agreement shall be promptly forwarded to Owner.

(c) Structures on Owner's Property. User shall not allow the placement of any permanent structures on Owner's property by or for third parties, and shall not grant any type of permanent access/occupancy to Owner's property to or for third parties, without the prior written consent of Owner, which may be withheld or conditioned in Owner's reasonable discretion.

(d) Pools. Notwithstanding any provision hereof to the contrary, User may enter into contracts for the joint use and pooling of equipment as approved by the STB.

(e) Assignment of Certain of Owner's Contracts. As of the Effective Date Owner has assigned to User and User has assumed from Owner those certain agreements listed in Exhibit E to the Lease Agreement (as such Exhibit has been amended from time to time to date) (the "**Assigned Contracts**"). Notwithstanding any provision of the Lease Agreement to the contrary, such assignments and assumptions of the Assigned Contracts shall continue in full force and effect in accordance with their terms after the Effective Date. Upon expiration or other termination of this Agreement, such assignments and assumptions of any Assigned Contracts relating to Segment 3 shall cease and the agreements so assigned and assumed shall revert to CSXT.

(f) Automatic Assignment. Notwithstanding any provision of this Agreement to the contrary, in the event that after a transfer by CSXT of Segment 3, the Segment 3 Easement Agreement is automatically assigned to CSXT pursuant to the terms the Easement Agreement, all of User's rights hereunder (but not any of User's obligations or liabilities accruing prior to the date of such assignment) will be deemed automatically assigned by User to, and assumed by, CSXT (or the Successor Third-Party Carrier (as defined in the Easement Agreement), with no other notice, filing, undertaking, or other agreement or document being necessary to effect such automatic assignment and assumption of all of User's rights and obligations hereunder. However, at CSXT's request, User shall execute an instrument, in recordable form and otherwise in form satisfactory to CSXT, confirming such assignment of User's rights under this Agreement to CSXT or the Successor Third-Party Carrier (as defined in the Easement Agreement), as applicable. Notwithstanding the foregoing, in the event that the automatic assignment described above requires any regulatory approval, the parties shall cooperate and use their reasonable best efforts to obtain such regulatory approval.

16. SOLE BENEFIT.

This Agreement is intended for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

17. WAIVER.

Any waiver at any time by one party of a breach hereof by the other party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

18. AMENDMENT.

No provision of this Agreement shall be modified without the written concurrence of the parties hereto. This Agreement includes attachments and exhibits appended hereto and represents the entire understanding of the parties hereto, and to that extent supersedes any prior understandings, written or oral.

19. NOTICES.

All notices required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and transmitted to the addresses shown on Exhibit B hereto or such successor addresses as that party may specify by notice hereunder. Such notices shall be by hand delivery or by certified mail, return receipt requested, or by Federal Express, UPS, or other reputable overnight air courier with receipted delivery, addressed to the officers and addresses shown on Exhibit B. All notices shall be effective on the day following confirmed receipt of the notice.

20. HEADINGS.

The headings of the Paragraphs of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

21. TAXES.

User shall be responsible for and pay all licenses, taxes, levies and assessments, including property taxes, relating to Segment 3 after the Commencement Date of the Lease. During the term of this Agreement, User will pay when due, and prior to the imposition of any penalty, all licenses, taxes, levies, and assessments of whatever kind or nature which may become a lien against Segment 3, and will defend, indemnify and hold Owner harmless against any liability for payment of such licenses, taxes, levies, and assessments, including attorneys' fees and costs; provided, however, that nothing in this Agreement will be construed to diminish any right of User to contest any such license, tax, levy, or assessment in appropriate judicial or administrative proceedings. Upon request, User will present to Owner for inspection the documentation (or photocopies thereof) showing the payment of any of such licenses, taxes, levies, and assessments. Promptly upon receipt of an itemized statement, User will reimburse Owner for any such licenses, taxes, levies, or assessments paid by Owner, and upon request by User, Owner will present to User for inspection the documentation (or photocopies thereof) showing the payment thereof.

22. ALLOCATION OF INCOME AND EXPENSES.

User shall have and hereby assumes all duties and obligations with relation to the repair, maintenance, existence and operation of Segment 3 and all other improvements or fixtures now or hereafter located during the Term of this Agreement, irrespective of law or custom, provided however, in the event the Segment 3 Sale is consummated and thereafter CSXT succeeds to User's rights under the Segment 3 Easement, the duties and obligations addressed in this Section 22 shall be governed by the JOMA and not this Section 22.

23. UTILITIES.

User shall initiate, contract for and obtain in its sole name all utility services required for its use of or operations on Segment 3, including gas, electricity, telephone, water and sewer connections and services. User shall pay all charges for such services as they become due, and shall defend, indemnify and hold Owner harmless from costs of such services.

24. LIENS.

(a) User expressly agrees that it shall not allow any lien on or encumbrance against Segment 3, or any portion thereof, or against the Additional Assets without first obtaining Owner's express written consent, which may be withheld in Owner's sole and absolute discretion.

(b) User shall pay, satisfy, and discharge all claims or liens for material and labor or either of them used, contracted for, or employed by User during the term of this Agreement in the construction, repair, maintenance, or removal of Segment 3 and any improvements located thereon, or the Additional Assets, whether said improvements are the property of Owner or of User. User shall defend, indemnify and save harmless Owner from all such claims or liens whatsoever, provided, however, that Owner shall reimburse User for the costs of such construction, repair, maintenance or removal, or the claims or liens arising therefrom, when such construction, repair, maintenance or removal are requested by Owner or necessitated by damage attributable to

Owner’s use of Segment 3 or any improvements located thereon or the Additional Assets. In the event this Agreement is terminated or expires, User shall return Segment 3 and the Additional Assets to Owner free and clear of any such liens, claims and demands. Notwithstanding the foregoing, in the event that User participates in any federal or state funding programs after receiving the written consent of Owner for such participation, Owner shall comply with all obligations to which it is subject under any such federal or state funding programs.

25. RESERVED RIGHTS.

(a) CSXT reserves unto itself, its affiliates, subsidiaries, parents, successors and/or assigns, the following property rights hereinafter collectively referred to as the “**Reserved Rights**” (provided however, after the Segment 3 Sale such Reserved Rights shall be subject to the rights of DRPT under the CRA:

(i) to operate certain of its trains over Segment 3 under a reservation of trackage rights as more fully set forth in the TRA and under certain other separate agreements which may be entered into by the parties from time to time during the term hereof;

(ii) All existing agreements, leases, or licenses with third parties, including any affiliates of CSXT, whether recorded or not, except those previously assigned to User as described in Paragraph 15(e);

(iii) Except as otherwise provided in Paragraphs 15(b) and 26(c) hereof, the exclusive right to prepare and enter into future agreements, leases, licenses or occupations with third parties directly;

(iv) The right, by any commercially reasonable means, to install, construct, operate, maintain, repair, renew, replace, and remove utility systems and their associated and appurtenant equipment and facilities as well as the right to attach the utility systems and related facilities to existing bridges and to install them in existing tunnels; and the right of ingress and egress for access purposes;

(v) The right, by any commercially reasonable means, to install, construct, operate, maintain, repair, renew, replace, and remove commercial poster panels and towers and their associated and appurtenant equipment and facilities as well as the right to attach the commercial poster panels and towers and related facilities to existing bridges and to install them in existing tunnels; and the right of ingress and egress for access purposes;

(vi) The right to convey all minerals, mineral rights and air rights in, on or under Segment 3.

(b) CSXT shall retain any rentals, fees or other payments associated with the Reserved Rights.

(c) User shall have the right and obligation to review any application by a third party, or by Owner, to cross over or under Segment 3 or to utilize any portion of Segment 3 pursuant to this Paragraph 25 that is located within 25 feet of the centerline of any existing operating track. User shall have thirty (30) days from the date User receives the application to review plans and any other related information, to evaluate the proposed use(s) contemplated in the application and advise Owner if the application is approved or denied. If User has not responded to the application within such thirty (30) day period, User shall be presumed to have approved the application and Owner shall be free to enter into the appropriate agreement, lease, license or occupation. Should Owner be contractually obligated to respond more timely to third party, then User agrees, upon notice from Owner, to shorten its review time accordingly. User's approval of any application shall not be unreasonably withheld, conditioned or delayed.

(d) CSXT's exercise of the Reserved Rights in this Paragraph 25 shall not unreasonably interfere with (i) DRPT's permitted use of Segment 3, after the Segment 3 Sale, under the CRA, or (ii) User's present or reasonably contemplated freight operations under this Agreement, or with the User's performance of its other obligations hereunder or under the TRA and other agreements between the parties associated with this transaction. CSXT, its licensees and invitees shall be required to provide notice to User before entering Segment 3 for the purposes described in this Paragraph 25.

26. PASSENGER RAIL USE

(a) The parties acknowledge and accept that Segment 3 is encumbered by the Amtrak Agreements. Except as otherwise provided herein, and subject to the execution of a mutually acceptable arrangement involving the allocation of the benefits and obligations of Amtrak operations over Segment 3, User agrees to provide, as Owner's agent, the facilities and services necessary to comply with Owner's obligations under the Amtrak Agreement.

(b) User shall use Segment 3 for Rail Freight Services. In addition, prior to the Segment 3 Sale, User may operate or authorize the operation of passenger excursion trains over Segment 3 provided that each such train is (i) an Amtrak Special train ("**Special Train**") as that term is defined in the Amtrak Agreement, or (ii) covered by public general liability insurance in the amount of not less than $[redacted], or (iii) covered by a lesser amount of general liability insurance specified by Owner in its sole and absolute discretion. With respect to subsection (iii) above, if Owner decides not to approve insurance coverage in an amount less than $[redacted], such decision shall not constitute a breach of this Agreement, and such matter shall not be subject to arbitration or dispute resolution.

(c) Following the Segment 3 Sale, Owner shall possess the right to authorize Special Trains and commuter trains over all or any portion of Segment 3 with User's reasonable consent and provided that the Owner's exercise of such rights does not materially interfere with User's continuing freight operations or the safety thereof, does not require User to incur or expend any incremental costs, and does not substantially increase User's risk (*i.e.*, insurance and indemnity will be required for User's benefit). Also, any regularly-scheduled intercity passenger rail service not in effect prior to the Segment 3 Sale that Owner seeks to implement after that sale may be implemented by the Owner, provided that such intercity passenger rail service shall be (i) subject to and not unreasonably interfere with (x) User's and CSXT's right to satisfy any applicable common carrier obligation, or (y) CSXT's rights under the TRA existing as of the date of this Agreement, and (ii) subject to the mutual agreement of User and the Commonwealth Buyer addressing (x) the impact any such passenger rail may have upon safety, capacity, and liability in connection with Segment 3, and (y) compensation, if any, to be paid by Commonwealth Buyer for dispatching, maintenance, and management over Segment 3, and (z) such other matters as may be mutually agreed by Owner and User, and DRPT shall coordinate its planning, engineering, construction, and implementation efforts with User. User agrees to act reasonably and cooperate in good faith with DRPT in connection with said efforts, consistent with the provision of safe, efficient, and economical freight and passenger railroad service to the public. Following the Segment 3 Sale, User shall have exclusive discretion to approve and to operate or host passenger excursion trains other than Special Trains.

27. EFFECT OF TERMINATION OR EXPIRATION.

(a) At least one hundred fifty (150) days prior to the expiration of this Agreement, or promptly upon the earlier termination of this Agreement, User shall submit all necessary applications, petitions and/or notices to the STB or any successor agency to effectuate a termination of this Agreement and a discontinuance of its operations hereunder. Upon expiration or earlier termination of this Agreement, Owner and CSXT shall have the right to enter onto and operate Segment 3. Upon obtaining any necessary regulatory authority or exemption, User will forthwith vacate and surrender Segment 3, all Additional Assets, and any improvements made thereon to Owner.

(b) Upon expiration or earlier termination of this Agreement, User shall surrender Segment 3 to Owner, (i) free and clear of all liens and encumbrances, (ii) in good working order, (iii) in a condition necessary to permit railroad freight operations comparable to those existing as of the Effective Date as established by User's Timetable in effect at that time; and (iv) in at least the FRA track class standard(s) applicable to Segment 3 as of the Effective Date, or such lesser FRA track class standard(s) as may have been agreed to by the parties during the term of this Agreement.

(c) Upon expiration or earlier termination of this Agreement, User shall, at no cost to Owner, assign to Owner all agreements entered into by User pursuant to Paragraph 15(b) hereof.

28. DISCONTINUANCE OR OTHER REGULATORY ACTIVITIES.

(a) User shall not discontinue its rail operations on or over any portion of Segment 3 without Owner's and, during such time as the TRA remains effective, CSXT's prior written consent, which may be withheld in Owner's and CSXT's sole discretion. User shall give CSXT and Owner one hundred fifty (150) days prior written notice of its plan to discontinue its rail operations on or over all or a portion of Segment 3.

(b) Within thirty (30) days of receiving the notice, Owner shall in writing notify User (and, after the Segment 3 Sale, CSXT) whether or not Owner consents to User's discontinuance.

(c) If Owner consents to such discontinuance, Owner shall notify User in writing that CSXT shall exercise one of the following options, to which User consents by the execution of this Agreement:

> (i) CSXT shall resume providing common carrier service over the portion of Segment 3 where User will discontinue service, and User will file for the necessary authorization from the STB or other appropriate regulatory authority as may be appropriate, to obtain discontinuance authority for the portion of Segment 3; or
>
> (ii) User shall assign its right to operate as a common carrier over the portion of Segment 3 that it seeks to discontinue service over to a Transferee to be designated by CSXT (provided however, in the event, but only in the event, that such assignment is to be made after the Segment 3 Sale, and such designated Transferee does not meet the Transferee Standards, then such assignment shall be subject to the reasonable review and Approval of Assignee of such Transferee by the Commonwealth Buyer, which Approval of Assignee may be withheld based on (x) a material adverse effect to the Commonwealth Buyer's ability to operate or introduce passenger rail service over Segment 3 other than an adverse effect necessary for the Transferee's compliance with its common carrier obligations, (y) a material increase in the Commonwealth Buyer's liability with respect to Segment 3, or (z) the Transferee's (or an affiliate's) ability to safely and effectively operate as a common carrier on Segment 3, including its financial stability, safety record, and past performance as a common carrier in other locations), and User will not have to file for authorization from the STB or other appropriate regulatory authority as may be appropriate, to obtain discontinuance authority; or
>
> (iii) User will discontinue service by filing for the necessary authorization from the STB or other appropriate regulatory authority as may be appropriate, to obtain discontinuance authority and shall join CSXT in the filing for CSXT to abandon the relevant portion of Segment 3; or
>
> (iv) User will discontinue service by filing for the necessary authorization from the STB or other appropriate regulatory authority as may be appropriate, to obtain discontinuance authority and shall join CSXT in the filing for CSXT to discontinue service over the relevant portion of Segment 3.

(d) If User consummates one or more discontinuances of any portion of Segment 3, the obligations of this Agreement shall terminate as to the same and the parties shall, in good faith, discuss the extent to which the terms and conditions of this Agreement need to be amended to reflect such discontinuance(s).

(e) If User consummates discontinuance of Segment 3, this Agreement and all obligations hereunder which do not survive termination shall terminate, provided that if such discontinuance occurs after the Segment 3 Sale, this Agreement shall not terminate by virtue of such discontinuance.

29. EMINENT DOMAIN.

(a) During the Term of this Agreement, if the whole or any part of Segment 3 shall be taken, condemned, expropriated or seized by any governmental or lawful authority by the exercise of the right of eminent domain, for any public or quasi-public purpose, use or benefit, the following provisions shall be applicable:

> (i) If such proceedings result in the taking of all or a material operating portion of Segment 3 (*i.e.*, that which materially interferes with User's use of Segment 3 for railroad operation purposes), User shall have the right, upon written notice to Owner, to terminate this Agreement in its entirety as of the date title to Segment 3, or such material portion, vests in the condemning authority;
>
> (ii) If such proceedings result in the taking of less than all or a nonmaterial portions of Segment 3, then this Agreement shall terminate only as to the portion so taken, and this Agreement shall continue in full force and effect as to that portion of Segment 3 remaining, provided that the parties shall, in good faith, discuss the extent to which the terms and conditions of this Agreement need to be amended to reflect such taking(s).

(b) If the temporary use (*i.e.*, less than ninety (90) consecutive days) of the whole or any part of Segment 3 shall be taken at any time during the Term of this Agreement for any public or quasi-public use, purpose, or benefit, User shall give prompt notice thereof to Owner and this Agreement shall be suspended for the duration of such temporary taking but continue for the balance of its Term. In such case, User shall continue to pay, in full, all sums and charges to be paid by User under the provisions of this Agreement. In the event that such temporary taking shall exceed such ninety (90) day period, then either Owner or User may elect to treat such taking in accordance with the provisions of Paragraph 29(a) hereof.

(c) During the Term of this Agreement, if: (i) any such proceeding is instituted, or (ii) the exercise of such power is threatened, and (iii) if such proceeding or threatened proceeding involves or affects any or all of Owner's exceptions, reservations, rights or privileges contained herein, Owner shall be entitled to any and all funds payable for the taking of or damage to such exception, reservation, right or privilege; and Owner shall be entitled to prosecute and receive, as the case may be, any and all claims, causes of action and awards for damages arising out of or connected therewith.

(d) Except as otherwise expressly provided in this Paragraph 29, Owner shall be entitled to any and all funds payable for the total or partial taking or temporary use of Segment 3 without any participation by User, provided that nothing contained herein shall be construed to preclude User, at its sole risk, cost and expense, from prosecuting any claim directly against the condemning authority for loss of its business or the value of its interest under the Easement Agreement and under this Agreement.

(e) During the Term of this Agreement, each party shall provide prompt notice to the other party of any and all proceedings for condemnation, expropriation or seizure, or any and all threats of the exercise of the powers to condemn, expropriate or seize all or any portion of Segment 3, by furnishing the other party a copy of any and all documents and written communications with respect thereto that may be received by the receiving party. User shall make all reasonable efforts to cooperate with Owner in the defense of such proceedings.

(f) Except as provided in (d) above and except to the extent the takings, condemnations, expropriations and/or seizures resulted from User's failure to fulfill its common carrier obligations on Segment 3, Owner shall be responsible for paying all costs of prosecuting claims and causes of action for awards and/or damages due to, and for paying all costs of defense against, takings, condemnations, expropriations and/or seizures contemplated by this Paragraph.

30. GOVERNING LAW.

This Agreement and all other agreements between the parties associated with this transaction shall be governed by the laws of the Commonwealth of Virginia.

31. INSURANCE.

(a) At all times during the Term of this Agreement, User, at its sole cost and expense, shall maintain in full force and effect insurance meeting the requirements of this Paragraph 31.

(b) User shall have Railroad Comprehensive Liability Insurance with a Combined Single Limit of not less than [redacted] Dollars ($[redacted]) per occurrence, subject to self-insured retention in an amount approved in writing by Owner, in its sole discretion, during the Term of this Agreement. Such insurance shall: (i) specifically name Owner as an "additional insured" thereon; (ii) include a "severability of interests" provision; (iii) provide Contractual Liability coverage specifically insuring all liability assumed by User under this Agreement; and (iv) provide coverage for physical damage to property and risk of loss or damage to the structures, improvements, and fixtures on Segment 3, and motive power, rolling stock and lading being operated over Segment 3, irrespective of the ownership thereof. This insurance shall not be deemed a limitation on User's liability, but shall be deemed to be additional security therefor. Further, the policy shall also waive subrogation against the Owner.

(c) User shall furnish certified copies of the above policies to Owner's Risk Management Department, 500 Water Street, *SIC* J-907, Jacksonville, FL 32202, and after the Segment 3 Sale, to [●][2]

(d) Each policy shall be endorsed to provide for thirty (30) days' written notice to said Risk Management Department prior to termination or material change in the coverage provided.

(e) In the event that User fails to procure or maintain the required coverages during the Term, Owner may, in addition to Owner's rights to declare User to be in default and to terminate under Paragraph 2(b) of this Agreement, procure such insurance for User's account at User's sole cost.

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[2] Address for DRPT

32. ARBITRATION.

(a) Prior to the Segment 3 Sale, any dispute arising between the parties hereto with respect to any of the provisions hereof which cannot be settled by the parties themselves within sixty (60) calendar days of either party giving the other notice of the dispute shall be settled under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall be held in Richmond, Virginia. The decision of the arbitrator(s) shall be final and conclusive upon the parties hereto and shall be enforceable in a court of competent jurisdiction. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, exhibits and counsel. The compensation, costs and expenses of the arbitrator(s), if any, shall be borne equally by the parties hereto. The arbitrator(s) shall not have the power to award consequential or punitive damages or to determine violations of criminal laws or antitrust laws.

(b) After Segment 3 Sale, disputes arising from this Agreement involving User and the Commonwealth Buyer shall be subject to the following dispute resolution process:

(i) each party will designate a senior representative to meet and confer within sixty days of notice of the dispute; and

(ii) if the dispute cannot be resolved by the senior representatives within sixty days after such meeting and conference, either party may pursue remedies in equity or law, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division.

33. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

34. CONFIDENTIALITY.

(a) Each party hereto covenants that, subject to applicable legal requirements such as the Virginia Freedom of Information Act (Va. Code §§2.2-3700, *et seq.* but subject to any applicable exemptions therefrom such as those set forth in Va. Code §33.2-299.7), all information and documents concerning the other party known to, or received or reviewed by, the first party, its employees, agents or representatives, in connection with this Agreement and the transactions contemplated hereby shall be maintained in confidence and not disclosed or utilized (other than in connection with the transactions contemplated hereby) by the first party, its employees, agents or representatives, without the other party’s prior written consent, unless (i) such information and documents were, are now, or become generally available to the public (but not as a result of a breach of any duty of confidentiality by which the first party, or any of its employees, agents and representatives, is bound), (ii) such information and documents were known to first party prior to their disclosure to the first party by the other party in connection with this Agreement (or in connection with the Lease Agreement), as demonstrated by the first party’s written records, (iii) such information and documents are disclosed by a third party, or (iv) such items are required to be disclosed pursuant to a judicial order or applicable law, rule or regulation or to the parties' insurers. Notwithstanding anything herein to the contrary, each party may disclose (without prior notification to, or approval or consent by, the other party), to taxing authorities and/or to such party's representatives, outside counsel and advisors, any confidential information that is required to be disclosed in connection with such party's tax filings, reports, claims, audits, and litigation.

(b) In the event that either party hereto, or any of its employees, agents or representatives, becomes legally compelled to disclose any such information or documents, the disclosing party shall provide the other party with prompt notice before such disclosure so that the other party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement, or both. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of this Agreement, the disclosing party shall furnish only that portion of the information or documents that it is advised by written opinion of counsel is legally required.

(c) It is agreed that money damages would not be a sufficient remedy for any breach of this Paragraph 34 and that either party hereto shall be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Paragraph 34 but shall be in addition to all other remedies available at law or in equity. Each party hereto further agrees and covenants that it shall not use any information or document that it obtains or has obtained in connection with this Agreement in any judicial or administrative proceeding brought against the other party, except in a proceeding brought hereunder. With respect to any judicial or administrative proceeding brought by a third party challenging any provision of this Agreement or relating to any action or inaction required by this Agreement, the party against whom such proceeding is brought may use for purposes of defending such proceeding information or documents that it obtains or has obtained in connection with this Agreement; provided, however, that the party against whom such proceeding is brought shall consult with and obtain the written consent of the other party prior to such use of information or documents.

(d) Sections 34(b) and (c) shall not apply to the Commonwealth Buyer upon and after the Segment 3 Sale.

35. FORCE MAJEURE.

(a) The prompt and timely performance of all obligations and covenants under this Agreement, including the obligation to make prompt and timely payment of each installment of the Base Annual Fee or Operational Fees or any other payment of any nature, is and shall be of the essence of this Agreement.

(b) Whenever a period of time is provided in this Agreement for either party to do or perform any act or thing, other than payment of Base Annual Fee or Operational Fees, said party shall not be responsible for any delays due to strikes, lockouts, labor disputes, casualties, acts of God, war, terrorist acts, court orders, work stoppages, nuclear incidents, riots, public disorder, acts of a public enemy, criminal acts or acts or omissions of other parties or entities, floods, storms, earthquakes, hurricanes, tornadoes. or other severe weather or climatic conditions, blockade, insurrection, vandalism or sabotage, fire, accident, wreck, derailment, washout or explosion, embargoes, Association American Railroads, STB or FRA orders, other governmental laws, orders or regulations or other such causes beyond the reasonable control of said party (each a "**Force Majeure**"). In the event of such Force Majeure, the performance time period shalt be extended for the amount of time said party is so delayed; provided, however, that this Paragraph 35(b) shall not be construed to affect the responsibilities of said party hereunder to perform such act or thing once such Force Majeure conditions have been removed.

36. LIABILITY.

(a) Except with respect to liabilities arising directly from freight train operations conducted by CSXT under the TRA, CSXT shall not be liable for any loss, damage, or claim to or pertaining to Segment 3 or the Additional Assets, any improvements or fixtures located thereon by User, or the property of User or any third party, or for personal injury or death of any person that may result from User's operation, use or interest in Segment 3 or the Additional Assets, unless the same is due to CSXT's gross negligence or willful misconduct.

(b) On and after the Segment 3 Sale, the Commonwealth Buyer shall not be liable for any loss, damage, or claim to or pertaining to Segment 3 or the Additional Assets, any improvements or fixtures located thereon by User, or the property of User or any third party, or for personal injury or death of any person that may result from User's operation, use or interest in Segment 3 or the Additional Assets, unless the same is due to Commonwealth Buyer's gross negligence or willful misconduct.

(c) User and CSXT shall defend, indemnify and hold harmless each other from and against any and all such loss, damage or claims, including the parties' respective reasonable attorney's fees and costs, arising from their respective liabilities as provided or referred to in Section 36(a).

(d) User and Commonwealth Buyer shall each be responsible for all such loss, damage or claims, including the parties' respective reasonable attorney's fees and costs, arising from their respective liabilities as provided or referred to in Section 36(b).

(e) In the event that Segment 3 is conveyed to the Commonwealth Buyer and thereafter CSXT succeeds to User's rights under the Segment 3 Easement, then this Section 36 shall not apply and the provisions of the JOMA relating to liability shall instead apply.

37. CLAIMS

(a) Except as provided in paragraph (b) below, all claims, injuries, death, property damages and losses arising out of or connected with this Agreement shall be investigated, adjusted and defended by the party bearing the liability, cost, and expense therefor under the provisions of this Agreement.

(b) Each party shall investigate, adjust and defend all freight loss and damage claims filed with it in accordance with 49 U.S.C. Section 11706.

(c) In the event a claim or suit is asserted against Owner or User which is the other's duty hereunder to investigate, adjust or defend, then, unless otherwise agreed, such other party shall, upon request, take over the investigation, adjustment and defense of such claim or suit.

(d) All costs and expenses in connection with the investigation, adjustment and defense of any claim or suit under this Agreement shall be included as costs and expenses in applying the liability provisions set forth in this Agreement, except that salaries or wages of full-time agents, full-time attorneys and other full-time employees of either party engaged directly or indirectly in such work shall be borne by such party.

(e) Excluding freight loss and damage claims filed in accordance with 49 U.S.C. Section 11706, neither party shall settle or compromise any claim, demand, suit or cause of action for which the other party has any liability under this Agreement without the concurrence of such other party if the consideration for such settlement or compromise exceeds [redacted] Dollars ($[redacted]).

(f) Each party agrees to be responsible for any and all costs and payments, including benefits, allowances and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of its own employees, either pursuant to a collective bargaining agreement or employee protective conditions imposed by a governmental agency upon the agency's approval or exemption of this Agreement. It is the intention of the parties that each party shall bear the full costs of protection of its own employees under employee protective conditions which may be imposed, and of grievances filed by its own employee arising under its collective bargaining agreements with its employees.

(g) It is understood that nothing in this Section 37 shall modify or waive the conditions, obligations, assumptions or apportionments provided in Section 36 above.

(h) In the event the Segment 3 Sale is consummated and thereafter CSXT succeeds to User's rights under the Segment 3 Easement, this Section 37 shall continue to apply, provided however, in the event that the provisions of this Section 37 conflict with provisions of the JOMA, the conflicting provision of the JOMA shall apply.

38. IMPACT ON LEASE AGREEMENT.

This Agreement is intended to supersede and replace the Lease Agreement with respect to Segment 3, provided however, nothing herein shall be deemed to release User from, or waive any rights CSXT may now or in the future have against User with respect to breaches of covenants, or any other liability of User under the Lease Agreement resulting from events, circumstances, action, or inactions (collectively, "**Events**") occurring prior to the Effective Date hereof. Without limiting the generality of the foregoing, User is not released from its indemnification obligations under Section 14 (Environmental) of the Lease Agreement with respect to Liability (as defined therein) relating to Events described therein whether such Events are currently known or are discovered or come to light after the date hereof.

39. SEVERABILITY.

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BUCKINGHAM BRANCH RAILROAD COMPANY	CSX TRANSPORTATION, INC.
By:_______________________________	By:_______________________________
Name:_____________________________	Name:_____________________________
Title:______________________________	Title:______________________________

EXHIBIT A

Transferee Standards

1. The Transferee has a minimum of two (2) years prior experience conducting freight rail operations in the United States, or is owned or controlled by a company that owns or controls at least one other rail carrier that has a minimum of two (2) years prior experience conducting freight rail operations in the United States. Any such company, rail carrier owned by such holding company, and any other entity that owns or controls the Transferee, or is owned or controlled by the Transferee, is referred to herein as an "**Affiliate**" of the Transferee.

2. The Transferee demonstrates, by providing to Commonwealth Buyer the information described in Paragraph 3 below, as well as audited financial statements for the previous two (2) years and a business plan for the property to be acquired, that the Transferee has the financial security required to satisfy the financial obligations described in the Operating Agreement to which this Exhibit A is attached (the "**Operating Agreement**"). Capitalized terms used in this Exhibit A and not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement.

3. The Transferee has disclosed to the Commonwealth Buyer all material litigation, arbitration, mediation, contract dispute, or other disputes submitted to any dispute resolution procedure within the last five (5) years which involved, or arose from, a claim against the Transferee or any Affiliate regarding any of the following: the death or serious injury of any person; business, contract or other commercial disputes; employment, employment discrimination or labor disputes. As used in this Exhibit A, the term "**material**" means that the item would be considered material in the course of an audit of the firm under Generally Accepted Accounting Principles as expounded by the Financial Accounting Standards Board, or that the item, in the reasonable judgment of the Commonwealth Buyer, calls into question the ability of the Transferee to perform the obligations of the User under the Operating Agreement in compliance with such agreement and applicable law.

4. Neither the Transferee nor any Affiliate has filed a bankruptcy petition or made a general assignment for the benefit of creditors, and no other party has filed a bankruptcy petition against the Transferee or any Affiliate in the preceding seven (7) years that has not been dismissed.

5. Neither the Transferee nor any Affiliate has applied for or consented to the appointment of a receiver, trustee or liquidator of Transferee or any Affiliate for all or substantially all of the assets of the Transferee or Affiliate and no order, judgment or decree has been entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, trustee or liquidator of Transferee or Affiliate for all or substantially all of the assets of the Transferee or Affiliate within the preceding seven (7) years.

6. The Transferee has supplied the Commonwealth Buyer with the records of any accident or other incident occurring in the preceding five (5) years that the Transferee or any Affiliate has reported, or was required to report, to the FRA under 49 CFR Part 225. The Transferee has disclosed to the Commonwealth Buyer, with respect to all freight rail operations

conducted by the Transferee or any Affiliate within the preceding three (3) years, a list of FRA or state violation notices issued with respect to the regulatory compliance of such freight rail operations, together with a brief description and resolution thereof, and demonstrated that it has complied with any penalties, sanctions, or other obligation relating thereto.

7. Neither the Transferee nor any Affiliate is in violation of any law which has the potential to have a material adverse effect on its freight rail operations over Segment 3.

8. Neither the Transferee nor any Affiliate, nor any officer, director or department head of the Transferee or any Affiliate within the preceding five (5) years:

    a. has been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity.

    b. has had filed against it in a state or federal proceeding any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any contract with any public entity and such charge has not been finally resolved.

    c. has had filed against it, in a state or federal court, any civil complaint (including, but not limited to, a cross-complaint), counter claim, or other claim arising out of a contract, alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract with any public entity and such civil complaint, counter claim, or other claim has been found substantially meritorious or has not been finally resolved.

    d. has within the preceding three (3) years been found, adjudicated, or determined (which finding, adjudication or determination has not been subsequently overturned) by any federal or state court or agency, including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and any similar state agency or body having jurisdiction, to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; or the Equal Pay Act; Executive Order 11246 which violation was of a material nature.

    e. has within the preceding three (3) years been found, adjudicated or determined (which finding, adjudication or determination has not been subsequently overturned) by any state court, state administrative agency, federal court or federal agency to have violated or failed to comply with any applicable law or regulation of the United States or any state governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation, which violation or failure to comply was of a material nature.

f. has been terminated or debarred on any contract issued by any public entity, or otherwise declared ineligible to contract with any public entity and such debarment remains in effect; or

g. is at the time of the proposed User Assignment in default under or otherwise failing to perform any material obligations contained in any contract or agreement with the Commonwealth Buyer, and the Commonwealth Buyer has noticed the Transferee about such default or material nonperformance and otherwise exercised its contractual rights under such contract or agreement with respect to the same.

9. In the event that the User's interest in the Operating Agreement is to be assigned to the Transferee, the Transferee shall demonstrate the ability to secure and maintain insurance coverage in commercially reasonable amounts and on commercially reasonable terms, as reasonably required by the Commonwealth Buyer.

10. All Interchange Commitments with the Transferee, if any, shall at all times comply with all applicable STB rules and regulations, if any.

Notwithstanding any provision of this Exhibit A to the contrary, Commonwealth Buyer may, upon the request of the Transferee or the User, in its sole and absolute discretion, waive, in whole or in part, any or all of the foregoing Transferee Standards, except that Section 10 shall not be waived. No such waiver shall be effective unless evidenced by a written instrument executed by a duly authorized representative of the Commonwealth Buyer.

EXHIBIT B

Notice Addresses of the Parties

CSX:

CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
Attn:____________________

With a copy to:

CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
Attn: Law Department

BBRC:

____
____
____

With a copy to:

____
____
____