

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 36441

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September 29, 2020
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**COMMONWEALTH OF VIRGINIA
--ACQUISITION AND OPERATION OF CERTAIN ASSETS OF
CSX TRANSPORTATION, INC. IN WASHINGTON, D.C. AND VIRGINIA**

**MOTION TO DISMISS
PETITION FOR EXEMPTION**

EXPEDITED CONSIDERATION REQUESTED

MOTION INCLUDES COLOR EXHIBITS

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Dated: September 29, 2020

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**MOTION TO DISMISS
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The Commonwealth of Virginia, acting by and through its Department of Rail and Public Transportation (“DRPT”), 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, DRPT’s acquisition of certain real property rights and trackage from CSX Transportation, Inc. (“CSXT”), described below, is not subject to the Board’s jurisdiction. Maine, DOT - Acq. Exemption, ME. Central R. Co., 8 I.C.C. 2d 835 (1991) (“State of Maine”).¹

As explained in the Petition, DRPT and CSXT have reached an agreement pursuant to which DRPT will acquire from CSXT certain real property rights and trackage in the Commonwealth of Virginia and the District of Columbia (the “Transaction”). The objective of the Transaction is to create additional interoperable freight and passenger rail network capacity in a railroad corridor between the District of Columbia and Petersburg, Virginia while preserving freight and passenger rail network capacity on other real property and trackage

¹ DRPT anticipates that the Virginia Passenger Rail Authority (“VPRA”), which was created by legislation enacted by the Commonwealth of Virginia that became effective July 1, 2020, will succeed by assignment to all of the rights, responsibilities and obligations of DRPT in relation to the Transaction once the necessary executive and administrative processes for the establishment of VPRA have been completed. This assignment will take place after the Board’s decision on this Motion to Dismiss.

within the scope of the Transaction. As explained below, the Transaction does not include the transfer of property or other rights that would allow DRPT to conduct common carrier freight rail service or to interfere with common carrier freight rail service. To the contrary, the Transaction will not allow DRPT to conduct, control or interfere with such freight rail service or reduce the geographic scope or level of common carrier freight rail service on the relevant line.

I. Factual Background

A. Overview of the Transaction

CSXT is a Class I rail carrier that owns and operates a rail corridor between Washington, D.C. (approximately milepost CFP 112) and Petersburg, Virginia (milepost A 29)(the “Subject Line”). DRPT, a public agency created under the laws of the Commonwealth of Virginia and a non-carrier,² and CSXT have reached an agreement pursuant to which DRPT will acquire and CSXT will sell certain real property rights and trackage in the Commonwealth of Virginia and the District of Columbia. DRPT will acquire a lateral, approximately 50 percent portion of the Subject Line.³ DRPT also will acquire from CSXT operating rights to permit operation of Amtrak intercity service and commuter rail service on the CSXT-owned portion of the Subject Line. The CSXT-owned portion of the Subject Line is a combination of triple and double track between Washington, D.C. and Richmond, Virginia and a combination of double and single track from Richmond to Petersburg, Virginia.

CSXT will retain a permanent and exclusive freight railroad operating easement on the DRPT-owned portion of the Subject Line to serve existing and future freight shippers. Except

² The Commonwealth of Virginia does not control any common carriers subject to Board jurisdiction.

³ The DRPT-owned portion of the Subject Line includes real property and certain track as identified in sections 4.1(a) and 4.7 of the Comprehensive Rail Agreement. A draft of the Comprehensive Rail Agreement was filed under seal as Exhibit A to this Motion. A Map depicting the Subject Line is attached to the Petition for Exemption.

for certain station-related air rights, DRPT's use of the DRPT-owned portion of the Subject Line will be limited to National Railroad Passenger Corporation ("Amtrak") and commuter passenger service. After construction of certain additional track and facilities on the Subject Line, DRPT will have the right to assume responsibility for dispatching and maintenance on the DRPT-owned portion of the Subject Line, but CSXT and DRPT will enter into a Joint Operating and Maintenance Agreement governing DRPT's dispatch and maintenance responsibilities, ensuring by its terms that in exercising such rights DRPT will not interfere with rail common carrier service on the DRPT-owned portion of the Subject Line.⁴ CSXT will continue to operate, maintain, and dispatch the CSXT-owned portion of the Subject Line.

DRPT and CSXT expect to close on the Transaction by December 15, 2020. After closing, the construction of a program of capital improvements will begin in several phases over more than ten years, which will create additional freight and passenger rail network capacity on the Subject Line. Beginning at closing and as the capital improvements are completed, there will be a gradual expansion of passenger rail service – Amtrak intercity service and Virginia Railway Express ("VRE") commuter rail service⁵ – on the Subject Line. After completion of the planned construction program, to the extent feasible, CSXT and DRPT will dedicate the CSXT-owned portion of the Subject Line to freight rail service and the DRPT-owned portion of the Subject Line to passenger rail service. If complete separation of freight and passenger

⁴ A draft of the Joint Operating and Maintenance Agreement was filed under seal as Exhibit B to this Motion. Once the Joint Operating and Maintenance Agreement is finalized, DRPT will file the final version under seal and will file a redacted final version in the public docket. The Joint Operating and Maintenance Agreement includes additional terms typically included in railroad joint facility agreements, including a Performance Management Committee to serve as a forum for the parties to share information, discuss matters submitted by either party for review and/or approval, and to progress resolution of any issues between the parties with respect to shared use of the Subject Line in accordance with Article 12 of the Joint Operating and Maintenance Agreement.

⁵ VRE is a joint transportation partnership of the Potomac and Rappahannock Transportation Commission and the Northern Virginia Transportation Commission (the "Commissions") which provides commuter rail service between the Northern Virginia suburbs and Washington, D.C. VRE's commuter rail service is operated by a contractor pursuant to an agreement with the Commissions.

traffic is not feasible, some passenger service might remain on the CSXT-owned portion of the Subject Line and/or some freight rail service might remain on the DRPT-owned portion of the Subject Line. In addition, as discussed below, the Joint Operating and Maintenance Agreement provides for the use by CSXT or DRPT, respectively, of the other Party's tracks.

In any case CSXT will retain its permanent and exclusive freight railroad operations easement on the DRPT-owned portion of the Subject Line.

B. Details of the Transaction

1. Rail Assets to be Transferred

Under the Comprehensive Rail Agreement, which defines the respective rights and obligations of the parties with respect to the Transaction, DRPT will acquire a lateral, approximately 50 percent of the width of the CSXT rail corridor between Washington, D.C. and Petersburg, Virginia.⁶ The Subject Line right-of-way is approximately 100 feet wide, with variances; thus, DRPT will acquire a right-of-way approximately 50 feet wide, with variances at particular locations. CSXT will convey this interest to DRPT by a quitclaim deed, which deed will reserve to CSXT the above-referenced permanent and exclusive freight railroad operations easement on the portion of the Subject Line conveyed to DRPT.⁷

Apart from certain station-related air rights, DRPT's acquisition of a portion of the Subject Line is limited to passenger rail purposes and the acquisition of these rights is outside

⁶ As noted above, a draft of the Comprehensive Rail Agreement was filed under seal as Exhibit A to this Motion. Once the Comprehensive Rail Agreement is finalized, DRPT will file the final version under seal and will file a redacted final version in the public docket. At closing, CSXT will grant to DRPT a permanent passenger rail easement on the DRPT portion of the Subject Line and convey ownership of certain stations, platforms, and passenger facilities. Thereafter, the parties will complete survey work and prepare valuation maps depicting the property to be conveyed to DRPT and the passenger easement will convert to a full conveyance of all of CSXT's right, title and interest in the DRPT-owned portion of the Subject Line, subject to CSXT's previously retained permanent and exclusive freight railroad operations easement. Comprehensive Rail Agreement, Section 4.2.1.

⁷ A copy of the form of quitclaim deed, which will include the CSXT-retained permanent and exclusive freight railroad operations easement on the property to be conveyed to DRPT, will be filed after it is finalized.

the scope of the Board's jurisdiction.⁸ Due to CSXT's retained permanent and exclusive freight railroad operations easement and other limitations in the deed, DRPT will not obtain any rights to provide freight rail service or admit others to provide freight rail service on the acquired portion of the Subject Line.⁹

2. Operations and Planned Improvements on the Subject Line

After closing, in addition to continuing to provide all common carrier freight rail service, CSXT will continue to dispatch and maintain the Subject Line.¹⁰ VRE and Amtrak will continue to operate their current trains and DRPT will have the right to admit new Amtrak and VRE round trips.¹¹ At this point in time, all CSXT, Amtrak and VRE trains will be authorized to operate on all track on the RF&P Line, regardless of property or track ownership. The changes in operations after construction are discussed below.

There will be significant improvements to the Subject Line in order to create additional freight and passenger rail network capacity. The planned improvements include four phases of track and facility construction. The first two phases alone are projected to take approximately

⁸ Although the Board has jurisdiction over Amtrak for some purposes, Amtrak's intercity rail service is exempt from the Board's licensing jurisdiction under 49 U.S.C. § 24301(c). Public transportation provided by a local government authority such as VRE is not subject to the Board's jurisdiction under 49 U.S.C. § 10501(c)(2)(A).

⁹ As explained in the Petition, the agreement between DRPT and CSXT also includes DRPT's acquisition of CSXT's interest in an abandoned railroad right-of-way between Petersburg, Virginia and Ridgeway, North Carolina, which acquisition is not subject to STB jurisdiction and therefore is not within the scope of the Petition or this Motion. CSXT and DRPT also contemplate that DRPT will acquire non-carrier rights on the CSXT rail corridor between Doswell and Clifton Forge, Virginia, a portion of a line of railroad known as the Buckingham Branch. CSXT and DRPT have not reached an agreement with respect to a transaction involving this portion of the Buckingham Branch and therefore the Petition and this Motion do not cover the Doswell-Clifton Forge line. DRPT and CSXT will make additional filings once the agreements for the Buckingham Branch are finalized.

¹⁰ Except that DRPT will maintain the new bridge span that will be built over the Potomac River between Washington, D.C. and Arlington, Virginia (once it is completed) and might maintain additional capital improvements constructed on its property. Joint Operating and Maintenance Agreement, Section 7.1. To maintain interoperability, CSXT and DRPT will maintain track and facilities to the level either required by law for the applicable track use or required to meet the CSXT Engineering Standards. Joint Operating and Maintenance Agreement, Section 7.5.

¹¹ Exhibit D to this Motion shows current VRE and Amtrak weekday and weekend train schedules, the additional VRE and Amtrak train starts permitted at closing on the Subject Line and the additional VRE and Amtrak train starts permitted on the Subject Line at later stages (as discussed further below).

ten years.¹² Upon completion of each phase, DRPT will have the right to admit additional Amtrak and VRE trains.

The planned improvements include a new two-track rail bridge span crossing the Potomac River between Washington, D.C. and Arlington, Virginia, for Amtrak intercity and VRE commuter trains. CSXT will have the right to use the new rail bridge span in emergencies, during planned outages of other track and when necessary to reach customers in accordance with the Joint Operating and Maintenance Agreement. CSXT also will have the right to use a flyover track to be constructed at Franconia, Virginia in emergencies, during planned outages of other track and when necessary to reach customers in accordance with the Joint Operating and Maintenance Agreement.¹³ With these limited exceptions, all of the new track and facilities will be available for freight and passenger use regardless of the ownership of the improvements or the underlying property until complete separation or maximum feasible separation, at which time the Parties' use of the other Parties' property will be limited by Section 4 of the Joint Operating and Maintenance Agreement.

Upon completion of the Phase 2 improvements, DRPT will have the right to assume dispatching and maintenance responsibilities on the segment of the DRPT-owned portion of the Subject Line between Washington, D.C. and Alexandria, Virginia. DRPT dispatching will be subject to dispatch protocols, which will be set forth in an exhibit to the Joint Operating and Maintenance Agreement. Those dispatch protocols are intended to permit freight and passenger trains to enter safely and efficiently onto the existing and future trackage and other infrastructure and facilities on the Subject Line (without regard to ownership) and to allow for

¹² Exhibit D shows the current Subject Line track configuration, including the existing track to be acquired by DRPT; the base infrastructure improvements, including the new bridge span; and the infrastructure improvements planned in the ensuing four phases of the construction program.

¹³ Joint Operating and Maintenance Agreement, Section 3.3.

optimization of passenger service and freight service. CSXT will continue to operate, maintain, and dispatch the CSXT-owned portion of the Subject Line.

As capital improvements are completed in accord with the requirements of interoperability and the capacity of the Subject Line is expanded, CSXT and DRPT will route more passenger trains on the DRPT-owned portion of the Subject Line and route more freight trains on the CSXT-owned portion of the Subject Line. Upon completion of the Phase 4 improvements, CSXT and DRPT will route as many trains as are feasible in this fashion, with the goal of establishing (if feasible) side-by-side freight service to existing and future customers and passenger operations on separate, dedicated trackage and related infrastructure and facilities at frequencies and schedules to be determined by the parties.¹⁴ Importantly, even if full separation is feasible, the Phase 4 improvements will include crossovers and other infrastructure necessary to enable VRE and Amtrak trains and CSXT freight trains to operate over any part of the Subject Line (regardless of ownership of property or track) in emergencies or during repair or maintenance of other track and facilities, to access shippers (in the case of CSXT), or to access passenger stations (in the case of Amtrak or VRE).¹⁵ In addition, CSXT will retain a permanent and exclusive freight railroad operations easement on the DRPT-owned portion of the Subject Line to serve existing and future freight shippers.¹⁶

Upon satisfaction of Section 3.6 of the Joint Operating and Maintenance Agreement on the Subject Line, DRPT will have the right to take over dispatching and maintenance on the rest

¹⁴ The parties have agreed on setback requirements for the side-by-side trackage which are consistent with applicable safety requirements and will implement train speed restrictions and other necessary protections for on-track workers in those locations where the setback is less than 25 feet. Comprehensive Rail Agreement, Section 4.2.3.

¹⁵ See Joint Operating and Maintenance Agreement, Section 4.1.

¹⁶ A list of the existing shippers on the Subject Line was filed under seal, designated as Highly Confidential, as Exhibit E.

of the DRPT-owned portion of the Subject Line.¹⁷ In addition, each party would be responsible for maintaining its respective portion of the Subject Line pursuant to the defined maintenance standards.¹⁸ Beyond the passenger trains permitted upon completion of Phase 4, any increase in Amtrak intercity rail service and VRE commuter rail service on the Subject Line will be subject to a Service Plan developed by the parties.¹⁹

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 selling carrier retains a permanent and exclusive freight rail operating easement, together with the common carrier obligation on the subject line, and that the terms of the sale protect the carrier from undue interference with the provision of common carrier freight rail service. State of Maine, 8 I.C.C. 2d 835 (1991).²⁰ Since 1991, the I.C.C. and the Board have followed State of Maine in more than 60 cases, most involving acquisition of the physical assets of rail lines by public agencies for passenger transportation.

¹⁷ The dispatch protocols then in place for the portion of the Subject Line dispatched by DRPT will be extended to cover the entire DRPT-owned portion of the Subject Line. Joint Operating and Maintenance Agreement, Section 5.2.1.

¹⁸ Joint Operating and Maintenance Agreement, Sections 7.3 and 7.5. The only exception is that CSXT will be responsible for maintaining the entire length of any cross-overs between shared property lines on the Subject Line. Joint Operating and Maintenance Agreement, Section 7.3. The cost of such maintenance shall be equally divided between CSXT and DRPT.

¹⁹ Comprehensive Rail Agreement, Section 12.2.

²⁰ 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.

Ordinarily, the Board exercises its regulatory authority under § 10901(a)(4) where a non-carrier acquires a railroad line.²¹ 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 the State of Maine situation, the parties' intent is very different than the typical § 10901(a)(4) sale. The seller does not relinquish its rights and obligations with respect to providing freight rail transportation. It retains the exclusive right and common carrier obligation to provide freight rail service by retaining a permanent and exclusive freight railroad operating easement. Likewise, 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.²²

As the Board observed in State of Maine and subsequent decisions applying the precedent, there are sound policy reasons for permitting a non-carrier (especially a public agency) to purchase the physical assets of the line without becoming a rail carrier subject to STB jurisdiction provided that the selling rail carrier retains a permanent and exclusive freight rail easement over a rail line in order to continue to provide rail carrier service to existing and future shippers.

B. The Transaction Meets the State of Maine Criteria

The Transaction meets the criteria of State of Maine. DRPT and CSXT have negotiated the Comprehensive Rail Agreement and the Joint Operating and Maintenance Agreement to ensure that CSXT will be able to fulfill all freight rail common carrier service obligations on the DRPT-owned portion of the Subject Line. DRPT will acquire real estate interests and physical

²¹ 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).

²² See Mass. Dep't of Transp. – Acquis. Exemption – Certain Assets of CSX Transp., Inc., FD 35312 (STB served May 3, 2010)(“MassDOT”).

rail assets and facilities from CSXT necessary for the continuation and expansion of Amtrak intercity service and VRE commuter rail service.

CSXT will retain a permanent and exclusive freight railroad operations easement on the DRPT-owned portion of the Subject Line. Substantial capital improvements will be constructed on the Subject Line, which will create additional freight and passenger rail network capacity and, to the extent feasible, CSXT and DRPT will dedicate the CSXT-owned side of the Subject Line to freight rail service and the DRPT-owned side of the Subject Line to passenger rail service. However, even if complete separation is achieved and all freight is dedicated to the CSXT-owned side of the Subject Line, CSXT will retain its permanent and exclusive freight railroad operations easement on the DRPT-owned side of the Subject Line.

In addition, the Comprehensive Rail Agreement and the form of deed provide that any title interests conveyed by CSXT to DRPT as part of the Transaction can only be used by DRPT for passenger rail purposes.²³

Under the Joint Operating and Maintenance Agreement, DRPT will have the right to dispatch the DRPT-owned portion of the Subject Line (first the segment between Washington, D.C. and Alexandria, Virginia and later all of the DRPT-owned portion of the Subject Line, as described above). However, DRPT's dispatching will be subject to the dispatch protocols set forth in an exhibit to the Joint Operating and Maintenance Agreement, which permit freight and passenger trains to enter safely and efficiently onto the trackage and other infrastructure and facilities on the Subject Line to allow for optimization of passenger service and freight service. Those dispatch protocols, which are subject to modification upon mutual consent if either party thinks they are not achieving these intended purposes, will ensure that DRPT's dispatching will not interfere with rail common carrier service on the Subject Line. Although CSXT will

²³ Except for the noted station-related air rights. Comprehensive Rail Agreement, Section 4.11(b).

continue to dispatch the CSXT-owned portion of the Subject Line, the Board has held that a government entity may control the dispatching of all trains on tracks acquired from a freight rail carrier, including dispatching freight operations, without assuming the common carrier obligations on that line so long as dispatching “procedures are reasonable and do not discriminate against freight service.” MassDOT, slip op. at 9-10.

The DRPT-owned portion of the Subject Line will be maintained by DRPT, to standards in the Joint Operating and Maintenance Agreement, which will ensure that DRPT’s maintenance meets the requirements for rail common carrier service on the DRPT-owned portion of the Subject Line. The Board has held that assuming responsibility for the maintenance on a line of railroad does not determine the holder of the common carrier obligations on that line in the State of Maine context. The freight carrier must at least have “the right to inspect and to request prompt repair of any track defects” in order to ensure its reasonable operation. MassDOT, slip op. at 9-10. If maintenance is unlikely to unduly affect freight service on the line, it is not an indication that the government entity-purchaser has assumed common carrier responsibilities or is impeding the ability of the freight operator-seller’s abilities to meet those obligations. See, e.g., Sacramento-Placerville Transportation Corridor Joint Powers Authority—Acquisition Exemption—Certain Assets of Southern Pacific Transportation Company, FD 33046, slip op. at 2 (STB served Oct. 28, 1996).

Accordingly, the Transaction fully aligns with the State of Maine doctrine and falls outside of the Board’s jurisdiction.

III. Request for Expedited Consideration

DRPT respectfully requests that the Board issue a decision granting DRPT’s Motion to Dismiss in a decision effective on or before December 15, 2020.

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 effort and diligent work of both parties, negotiation of the commercial terms of the Transaction and completion of the inspection and investigation necessary for a transaction of this size and complexity took longer than anticipated and had to be accomplished under the additional constraints posed by the Covid-19 pandemic.

A Board decision granting DRPT's Motion to Dismiss effective on or before December 15, 2020 would allow the consummation of the Transaction, and would allow the pre-construction planning and preliminary construction to proceed in the first quarter of 2021 in accord with the project timeline established by the parties.

IV. Conclusion

For the reasons stated above, DRPT respectfully requests that the Board dismiss DRPT's concurrently-filed Petition of Exemption in this docket in a decision effective on or before December 15, 2020.

Respectfully submitted,



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Dated: September 29, 2020

List of Exhibits

Draft of the Comprehensive Rail Agreement	Exhibit A
Draft of the Joint Operating and Maintenance Agreement	Exhibit B
VRE and Amtrak Current and Future Train Schedules	Exhibit C
RF&P Line track configuration	Exhibit D
List of Current Shippers on the Subject Line	Exhibit E

Exhibit A

CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A
PROTECTIVE ORDER

[Confidential Draft of the Comprehensive Rail Agreement – Filed Under Seal]

Exhibit B

CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A
PROTECTIVE ORDER

[Confidential Draft of the Joint Operating and Maintenance Agreement – Filed
Under Seal]

Exhibit C

VRE and Amtrak Current and Future Train Schedules

Station	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	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	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
Station	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	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	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	5																																																																																																																																																																																																																																																																																																																																																																																																																																											

All Phases Schedule-Weekends

	AQ	P2	P1	AQ		AQ	P1		P2		P2		P1	P1	P2	P2	P1	P1	P2		P1	P1					P1	P2	
Slot Number	DH	DH	DH	2	3	4	5	6	7	8	9	12	14	16	17	20	21	23	27	28	DH	30	P1	P1			P1	P2	
Train type	REG	REG	REG	REG	REG	REG	REG	AMT	REG	AMT	AMT	REG	REG	AMT	REG	VRE	VRE	REG	VRE	VRE	REG	REG	REG	VRE	VRE	AMT	AMT	P1	P2
Time Horizon	AQ	P2	P1	AQ	C	AQ	P1	C	P2	C	C	C	C	C	C	P1	P1	C	P1	P1	C	P2	C	P1	C	C	C	P1	P2
Train number	86-DH	174-DH	DH NEW	NEW	67	NEW	151	89	111	79	51	141	95	91	125	307	329	171	331	311	NEW-DH	93	335	313	19	97	85	129	193
Final Destination				NFK	NPN	RNK	RVM	LD	RVM	NC	LD	RVM	NFK	LD	NPN	SPY	BRN	RNK	BRN	SPY		NFK	BRN	SPY	LD	LD	NPN	RVM	RVM
UNION STATION				6:50 AM	7:46 AM	8:45 AM	8:50 AM	10:00 AM	10:20 AM	11:08 AM	11:15 AM	1:50 PM	2:16 PM	3:10 PM	3:30 PM	4:00 PM	4:10 PM	4:30 PM	5:10 PM	5:20 PM		5:40 PM	6:00 PM	6:10 PM	6:40 PM	7:25 PM	7:50 PM	8:50 PM	10:00 PM
L'ENFANT				6:56 AM	7:52 AM	8:51 AM	8:58 AM	10:28 AM				1:58 PM	2:24 PM			3:38 PM	4:08 PM	4:18 PM	4:38 PM	5:18 PM	5:28 PM		5:48 PM	6:08 PM	6:18 PM		7:58 PM	8:58 PM	10:08 PM
CRYSTAL CITY				7:03 AM	7:59 AM	8:58 AM	9:03 AM	10:33 AM				2:03 PM	2:29 PM			3:43 PM	4:15 PM	4:25 PM	4:43 PM	5:25 PM	5:35 PM		5:53 PM	6:15 PM	6:25 PM		8:03 PM	9:03 PM	10:13 PM
ALEXANDRIA				7:15 AM	8:11 AM	9:06 AM	9:15 AM	10:18 AM	10:45 AM	11:26 AM	11:31 AM	2:15 PM	2:41 PM	3:28 PM	3:55 PM	4:23 PM	4:33 PM	4:52 PM	5:33 PM	5:43 PM		6:05 PM	6:23 PM	6:33 PM	7:01 PM	7:44 PM	8:16 PM	9:15 PM	10:25 PM
FRANCONIA-SPRINGFIELD																4:34 PM				5:54 PM				6:44 PM					
LORTON																4:41 PM				6:01 PM				6:51 PM					
WOODBIDGE				7:36 AM	8:33 AM		9:36 AM		11:06 AM			2:36 PM	3:02 PM		4:16 PM	4:49 PM				6:09 PM		6:26 PM		6:59 PM			8:37 PM	9:36 PM	10:46 PM
RIPPO																4:53 PM				6:13 PM				7:03 PM					
POTOMAC SHORES (See Note 3)																4:55 PM				6:15 PM				7:05 PM					
QUANTICO				7:53 AM	8:49 AM		9:53 AM		11:23 AM	11:56 AM		2:53 PM	3:19 PM		4:33 PM	5:05 PM				6:25 PM		6:43 PM			7:15 PM		8:53 PM	9:53 PM	11:03 PM
BROOKE																5:19 PM				6:39 PM				7:29 PM					
LEELAND ROAD																5:28 PM				6:48 PM				7:38 PM					
FREDERICKSBURG				8:22 AM	9:18 AM		10:22 AM		11:52 AM	12:19 PM		3:22 PM	3:48 PM		5:02 PM	5:36 PM				6:56 PM		7:12 PM		7:46 PM		8:33 PM	9:23 PM	10:22 PM	11:32 PM
SPOTSVYLVANIA																5:47 PM				7:07 PM				7:57 PM					
ASHLAND				9:10 AM	10:06 AM		11:10 AM	12:40 PM				4:10 PM	4:36 PM		5:50 PM							8:00 PM					10:11 PM	11:10 PM	12:20 AM
STAPLES MILL ROAD	4:41 AM	5:41 AM	8:11 AM	9:32 AM	10:28 AM		11:32 AM	12:19 PM	1:02 PM	1:36 PM		4:32 PM	4:58 PM	5:22 PM	6:12 PM						7:11 PM	8:22 PM				9:44 PM	10:32 PM	11:32 PM	12:42 AM
MAIN STREET	5:01 AM	6:01 AM	8:31 AM		10:48 AM		11:52 AM		1:22 PM			4:52 PM			6:32 PM												10:53 PM	11:52 PM	1:02 AM
WILLIAMSBURG					11:47 AM										7:31 PM												11:52 PM		
NEWPORT NEWS					12:18 PM										8:02 PM												12:23 AM		
PETERSBURG				10:08 AM				12:54 PM		2:13 PM			5:34 PM	5:56 PM								8:58 PM				10:18 PM			
NORFOLK				11:46 AM								7:12 PM										10:36 PM							
Notes	Staples Mill Main Street Deadhead for slot 62	Staples Mill Main Street Deadhead for slot 63, see note 5	Staples Mill Main Street Deadhead for slot 75	Activate at Acquisition-Roanoke-Also see note 1	Existing Train-Newport News-Also see note 1	Activate at Acquisition-Roanoke-Also see note 1	Activate at completion of Phase 1-Richmond Main Street-Also see note 1	Existing Train	Activate at completion of Phase 2-Richmond Main Street	Existing Train-Also see note 1	Existing Train	Activate at completion of Phase 2-Richmond Main Street-Also see note 1	Existing Train-Norfolk-Also see note 1	Existing Train	Existing Train-Newport News-Also see note 1	Activate existing slot on weekends at completion of phase 1	Activate existing slot on weekends at completion of phase 1	Existing Train-Roanoke-Also see note 1	Activate existing slot on weekends at completion of phase 1	Activate existing slot on weekends at completion of phase 1	Staples Mill Main Street Deadhead for slot 90	Existing Train-Norfolk-Also see note 1	Activate existing slot on weekends at completion of phase 1	Activate existing slot on weekends at completion of phase 1	Existing Train	Existing Train	Existing Train-Also see note 1 and 2	Activate at completion of Phase 1-Richmond Main Street- Also see note 1	Activate at completion of Phase 2-Richmond Main Street- Also see note 1

				P1	P1			P1	P1	P2	P1			P1	P1				AQ		P2		P2		AQ	P2	AQ	P1	P2	
Slot Number	52	62	64	65	68	69	70	71	71W	72	72W	73	74	75	76	77	78	80	82	83	85	86	DH	88	89	90	DH	DH	DH	
Train type	AMT	REG	VRE	VRE	VRE	REG	AMT	VRE	VRE	REG	VRE	REG	REG	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG	REG	REG	
Time Horizon	C	C	P1	P1	P1	C	C	P1	P1	P2	P1	C	C	P1	P1	C	C	C	AQ	C	P2	C	P2	C	AQ	P2	AQ	P1	P2	
Train number	98	86	330	312	332	174	20	NEW	NEW	NEW	NEW	84	176	NEW	184	94	92	80	NEW	50	178	90	DH-141	66	NEW	NEW	DH-85	DH-129	DH-193	
Origin	LD	RVM	BRN	SPY	BRN	NPN	LD	SPY	BRN	NPN	SPY	NFK	RNK	RVM	NPN	NFK	LD	LD	NFK	LD	RVM	LD		NPN	RNK	RVM				
NORFOLK												6:19 AM				9:19 AM			1:21 PM											
PETERSBURG	3:33 AM											7:46 AM				10:46 AM	11:28 AM	1:11 PM	2:48 PM		4:20 PM									
NEWPORT NEWS						5:22 AM				6:17 AM					8:52 AM									5:22 PM						
WILLIAMSBURG						5:43 AM				6:39 AM					9:13 AM									5:43 PM						
MAIN STREET		5:23 AM				6:32 AM				7:32 AM				9:02 AM	10:02 AM							4:02 PM		5:05 PM	6:32 PM		8:02 PM	11:05 PM	12:05 AM	1:25 AM
STAPLES MILL ROAD	4:32 AM	5:48 AM				6:57 AM				7:57 AM			8:27 AM	9:27 AM	10:27 AM	11:27 AM	12:16 PM	2:11 PM	3:29 PM		4:27 PM	5:14 PM	5:25 PM	6:57 PM		8:27 PM	11:25 PM	12:25 AM	1:45 AM	
ASHLAND		6:03 AM				7:12 AM				8:13 AM			8:42 AM	9:43 AM	10:43 AM	11:42 AM				3:54 PM		4:43 PM		5:35 PM		8:05 PM	9:35 PM			
SPOTSVYLVANIA				7:06 AM				8:26 AM			9:05 AM																			
FREDERICKSBURG	5:29 AM	6:56 AM		7:17 AM		8:04 AM		8:37 AM		9:05 AM	9:16 AM	9:34 AM		10:35 AM	11:35 AM	12:34 PM		3:07 PM	5:01 PM				8:05 PM		9:35 PM					
LEELAND ROAD				7:24 AM				8:44 AM			9:23 AM																			
BROOKE				7:30 AM				8:50 AM			9:29 AM																			
QUANTICO		7:18 AM		7:43 AM		8:27 AM		9:03 AM		9:27 AM	9:42 AM	9:57 AM		10:57 AM	11:57 AM	12:57 PM		3:29 PM	5:24 PM		5:57 PM			8:27 PM		9:57 PM				
POTOMAC SHORES (See Note 3)				7:49 AM				9:09 AM			9:49 AM																			
RIPPO				7:52 AM				9:12 AM			9:51 AM																			
WOODBIDGE		7:33 AM		7:58 AM		8:42 AM		9:18 AM		9:43 AM	9:57 AM	10:12 AM		11:13 AM	12:13 PM	1:12 PM				5:39 PM		6:13 PM		8:43 PM		10:13 PM				
LORTON				8:05 AM				9:25 AM			10:04 AM																			
FRANCONIA-SPRINGFIELD				8:13 AM				9:33 AM			10:12 AM																			
ALEXANDRIA	6:39 AM	8:02 AM	8:15 AM	8:25 AM	8:55 AM	9:07 AM	9:37 AM	9:45 AM	9:55 AM	10:08 AM	10:24 AM	10:37 AM	10:50 AM	11:38 AM	12:38 PM	1:37 PM	2:04 PM	4:03 PM	6:04 PM	6:02 PM	6:38 PM	7:07 PM		9:08 PM	9:19 PM	10:38 PM				
CRYSTAL CITY	8:09 AM	8:24 AM	8:34 AM	8:44 AM	9:04 AM	9:14 AM		9:54 AM	10:04 AM	10:15 AM	10:33 AM	10:44 AM	10:57 AM	11:45 AM	12:45 PM	1:44 PM		6:11 PM		6:45 PM				9:15 PM	9:26 PM	10:45 PM				
L'ENFANT		8:17 AM	8:32 AM	8:42 AM	9:12 AM	9:22 AM		10:02 AM	10:12 AM	10:22 AM	10:41 AM	10:51 AM	11:08 AM	11:52 AM	12:52 PM	1:51 PM			6:18 PM		6:52 PM			9:23 PM	9:42 PM	10:52 PM				
UNION STATION	7:07 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:30 AM	9:53 AM	10:10 AM	10:20 AM	10:30 AM	10:49 AM	10:59 AM	11:16 AM	12:00 PM	1:00 PM	1:59 PM	2:38 PM	4:29 PM	6:26 PM	6:19 PM	7:00 PM	7:42 PM		9:31 PM	9:50 PM	11:00 PM				
Notes	Existing Train	Existing Train-Richmond Main Street	Activate existing slot on weekends at completion of phase 1	Activate existing slot on weekends at completion of phase 1	Activate existing slot on weekends at completion of phase 1	Existing Train-Newport News-Also see Note 5	Existing Train	Activate existing slot on weekends at completion of phase 1	Activate existing slot on weekends at completion of phase 1	Activate at completion of Phase 1-Weekends only	Activate at completion of Phase 1-Newport News-Also see note 1	Existing Train-Norfolk-Also see note 1	Existing Train-Roanoke Also see note 1	Activate at completion of Phase 2-Richmond Main Street	Activate at completion of Phase 1-Newport News-Also see note 1	Existing Train-Norfolk-Also see note 1	Existing Train	Existing Train	Activate at Acquisition-Roanoke-Also see note 1	Existing Train	Activate at completion of Phase 2-Richmond Main Street-Also see note 1	Existing Train	Main Street-Shapes Mill Deadhead from slot 12	Existing Train-Newport News-Also see note 1	Activate at Acquisition-Roanoke Also see note 1	Activate at completion of Phase 2-Richmond Main Street-Also see note 1	Main Street-Shapes Mill Deadhead from slot 40-Also see note 2	Main Street-Shapes Mill Deadhead from slot 42	Main Street-Shapes Mill Deadhead from slot 44	

- Note 1
- Note 2
- Note 3
- Note 4
- Note 5
- General Note 6
- General Note 7
- General Note 8
- General Note 9
- General Note 10
- General Note 11
- Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available
- Extend Slot 40 (Train 85) to Newport News after completion of phase 1, corresponding deadhead movement is then eliminated
- Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference
- Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
- After completion of phase 2 slot 69 will originate at Richmond Main St., new deadhead movement will be added to position equipment
- Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
- Long Distance train runtimes based on published Amtrak schedules
- Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
- All times and stopping patterns listed are conceptual and may change subject to host railroad approval
- Schedules lengthened to account for heat orders on all VRE trains and select Amtrak trains operating between 1:00PM and 7:00PM during summer months
- Prior to and after completion of construction projects, the Performance Monitoring Committees will readjust the schedules to reflect changes to infrastructure

Exhibit D

RF&P Line Track Configuration

POST-ACQUISITION - ESTIMATED TIMEFRAME 2020

Acquisition Of Right-Of-Way

- Half of RF&P Corridor (Washington D.C. to Petersburg, VA)

RF&P SUBDIVISION

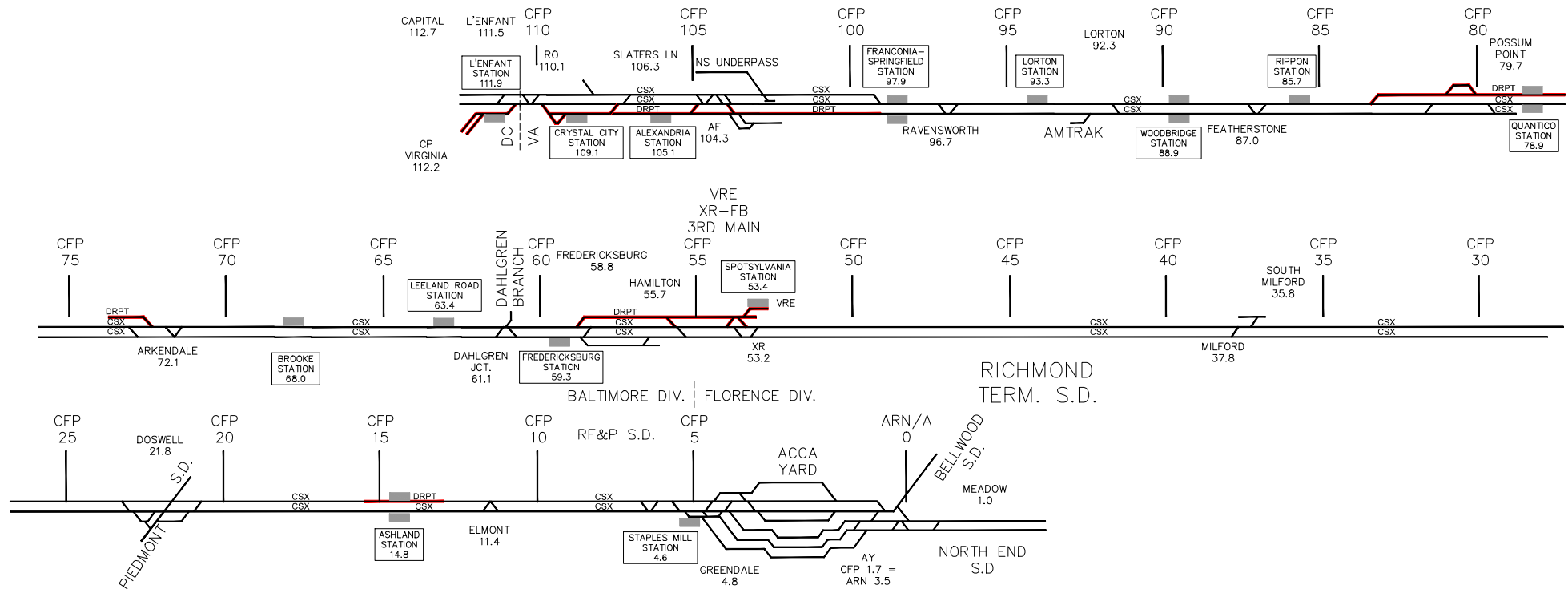


EXHIBIT E - RF&P LINE TRACK CONFIGURATION
9/23/2020
Sheet 1 of 6

LEGEND

- | | | | |
|---|----------------|---|--|
| | EXISTING TRACK | | EXISTING PASSENGER STATION |
|  | ACQUIRED TRACK |  | EXISTING PASSENGER STATION TO BE REMOVED |
| | PHASE 1 | | UPGRADED PASSENGER STATION |
|  | PHASE 2 |  | PROPOSED PASSENGER STATION |
| | PHASE 3 | | TRACK FLYOVER BRIDGE |
|  | PHASE 4 |  | TURNOUT |
| | SHIFTE TRACK | | |

SCHEMATIC NOT DRAWN TO SCALE

PHASE 1 - ESTIMATED TIMEFRAME 2026

- Phase 1 Infrastructure Improvements
- Long Bridge AF-CP Virginia (In Progress)
 - Alexandria 4th Track AF-RO (Complete)
 - Franconia Bypass (Complete)
 - Franconia to Lorton 3rd Track (Complete)
 - Arkendale to Powells Creek 3rd Track (Complete)
 - Siding A (Complete)
 - Siding B (Complete)
 - Siding C (Complete)

RF&P SUBDIVISION

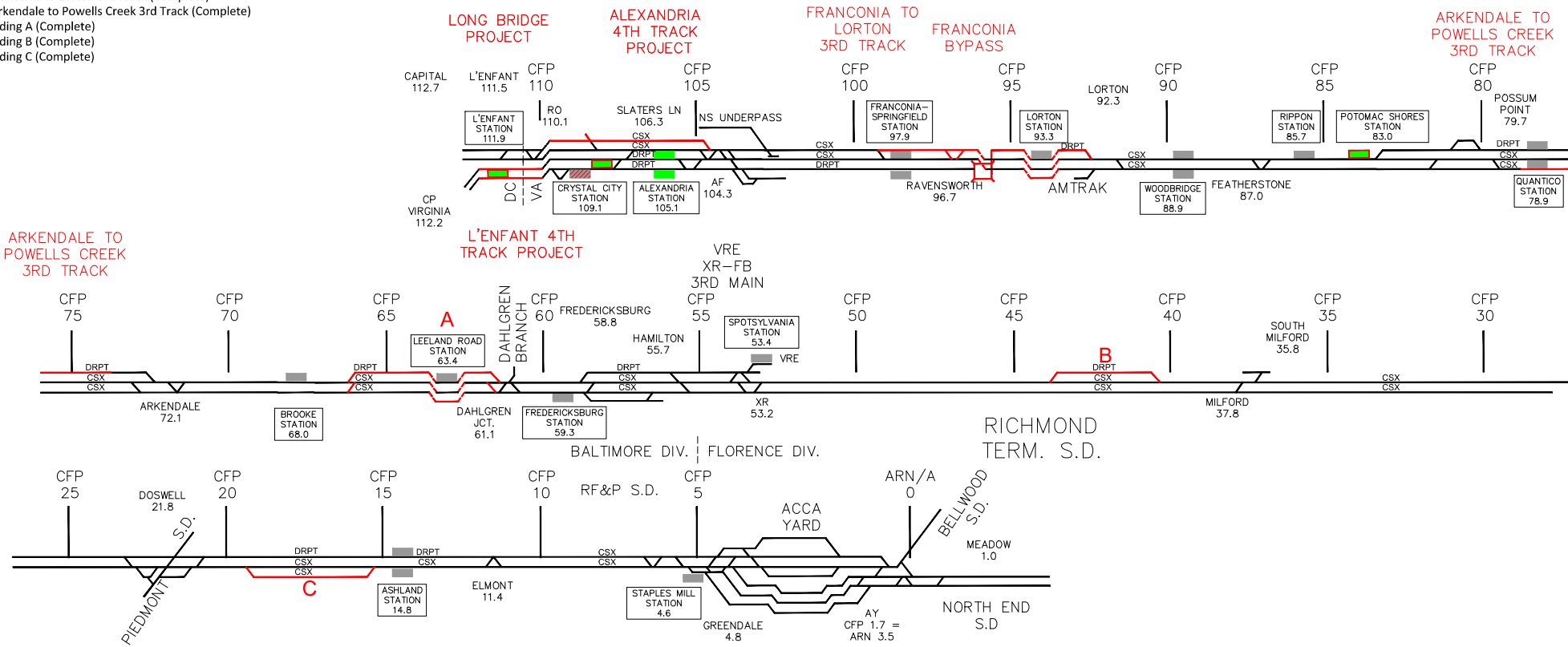


EXHIBIT E -
RF&P LINE TRACK CONFIGURATION

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LEGEND

EXISTING TRACK

ACQUIRED 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 4th Track LE - CP Virginia (Complete)

Phase 2 Infrastructure Improvements

- Siding D (Complete)
- Siding E (Complete)
- Siding F (Complete)

RF&P SUBDIVISON

LONG BRIDGE PROJECT

L'ENFANT 4TH TRACK PROJECT

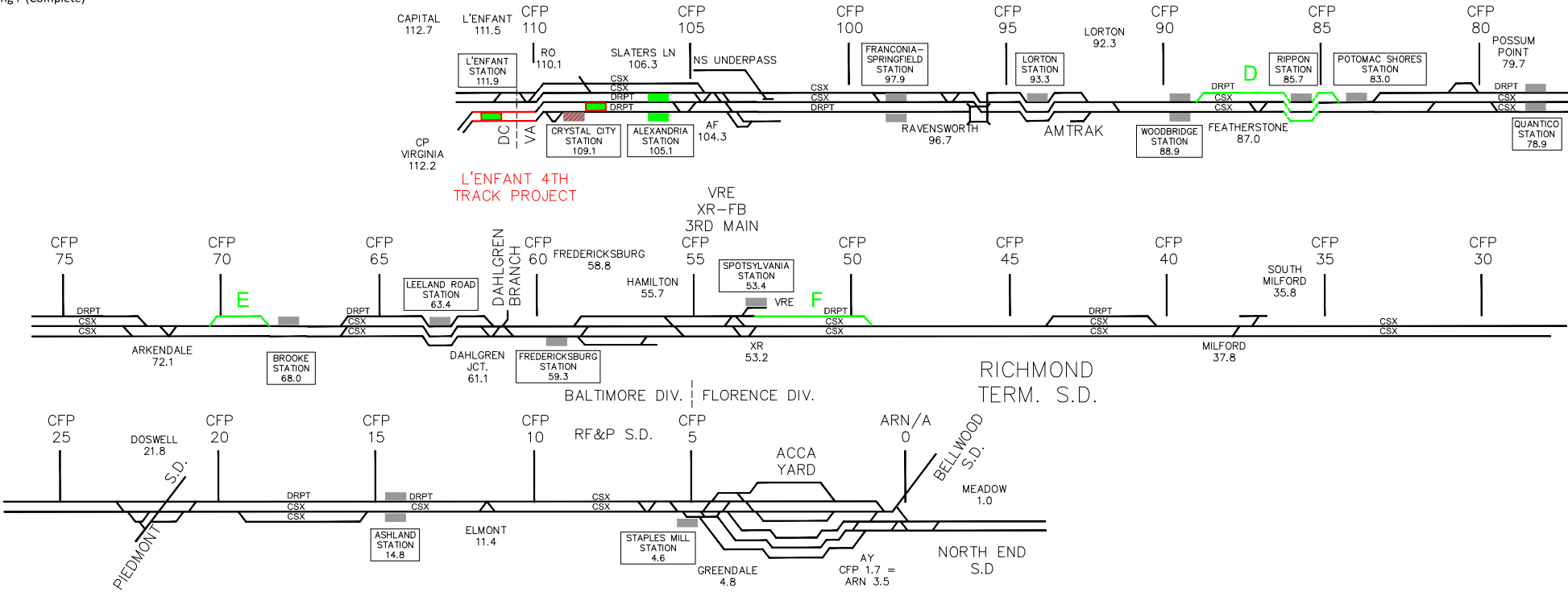


EXHIBIT E -
RF&P LINE TRACK CONFIGURATION

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LEGEND

	EXISTING TRACK		EXISTING PASSENGER STATION
	ACQUIRED TRACK		EXISTING PASSENGER STATION TO BE REMOVED
	PHASE 1		UPGRADED PASSENGER STATION
	PHASE 2		PROPOSED PASSENGER STATION
	PHASE 3		TRACK FLYOVER BRIDGE
	PHASE 4		TURNOUT
	SHIFTED TRACK		

SCHEMATIC NOT DRAWN TO SCALE

PHASE 3 - ESTIMATED TIMEFRAME TBD

Infrastructure Improvements

- Tie In G (Complete)
- Tie In H (Complete)

RF&P SUBDIVISION

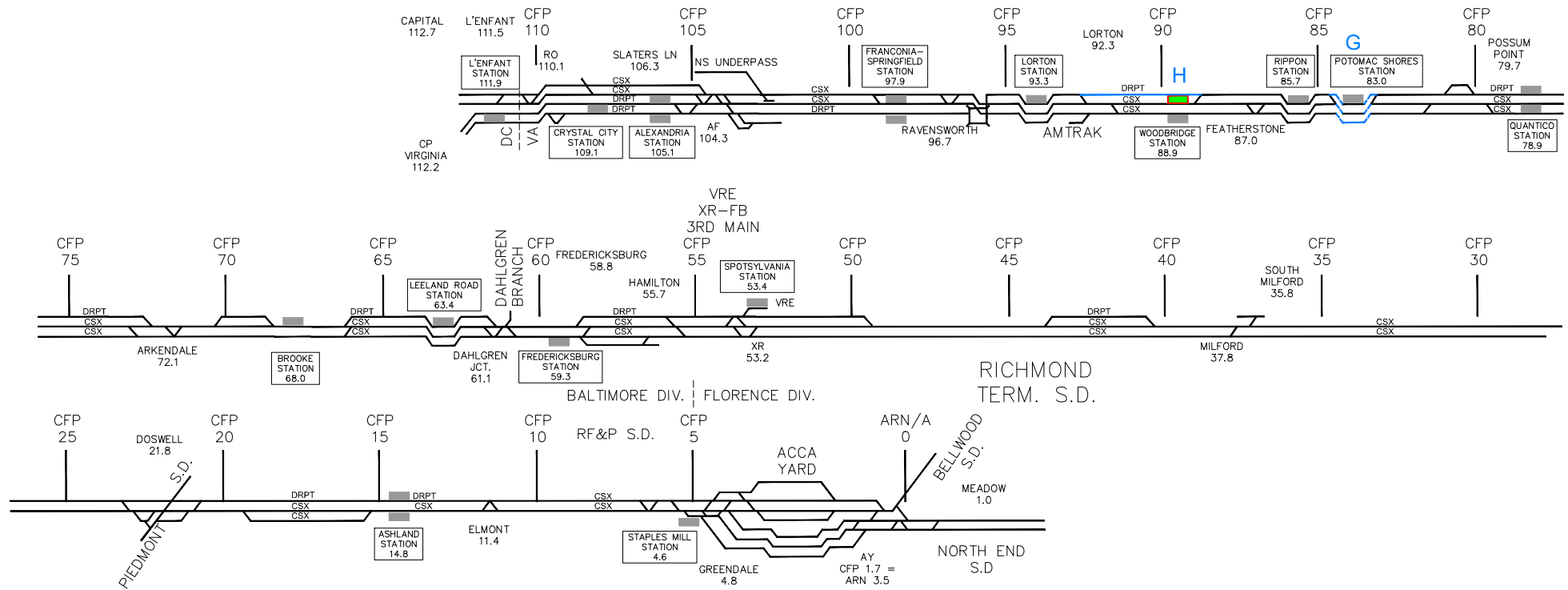


EXHIBIT E - RF&P LINE TRACK CONFIGURATION
9/23/2020
Sheet 4 of 6

LEGEND

- | | | | |
|---|----------------|---|--|
| | EXISTING TRACK | | EXISTING PASSENGER STATION |
|  | ACQUIRED TRACK |  | EXISTING PASSENGER STATION TO BE REMOVED |
| | PHASE 1 | | UPGRADED PASSENGER STATION |
|  | PHASE 2 |  | PROPOSED PASSENGER STATION |
| | PHASE 3 |  | TRACK FLYOVER BRIDGE |
|  | PHASE 4 |  | TURNOUT |
| | SHIFTED TRACK | | |

SCHEMATIC NOT DRAWN TO SCALE

PHASE 4 - ESTIMATED TIMEFRAME TBD

- Infrastructure Improvements
- Tie In I (Complete)
 - Tie In J (Complete)
 - Tie In K (Complete)

RF&P SUBDIVISION

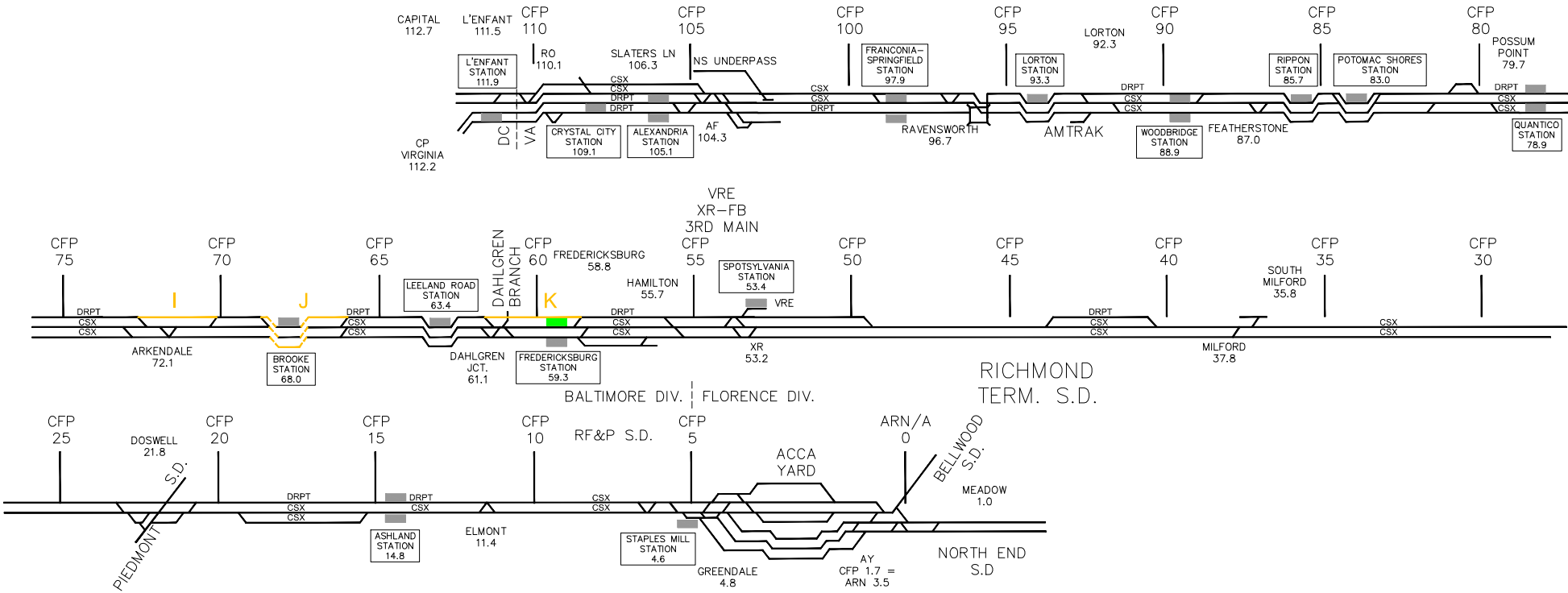


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RF&P LINE TRACK CONFIGURATION

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LEGEND

	EXISTING TRACK		EXISTING PASSENGER STATION
	ACQUIRED TRACK		EXISTING PASSENGER STATION TO BE REMOVED
	PHASE 1		UPGRADED PASSENGER STATION
	PHASE 2		PROPOSED PASSENGER STATION
	PHASE 3		TRACK FLYOVER BRIDGE
	PHASE 4		TURNOUT
	SHIFTED TRACK		

SCHEMATIC NOT DRAWN TO SCALE

FUTURE PHASE: STAPLES MILL TO S-LINE - ESTIMATED TIMEFRAME TBD

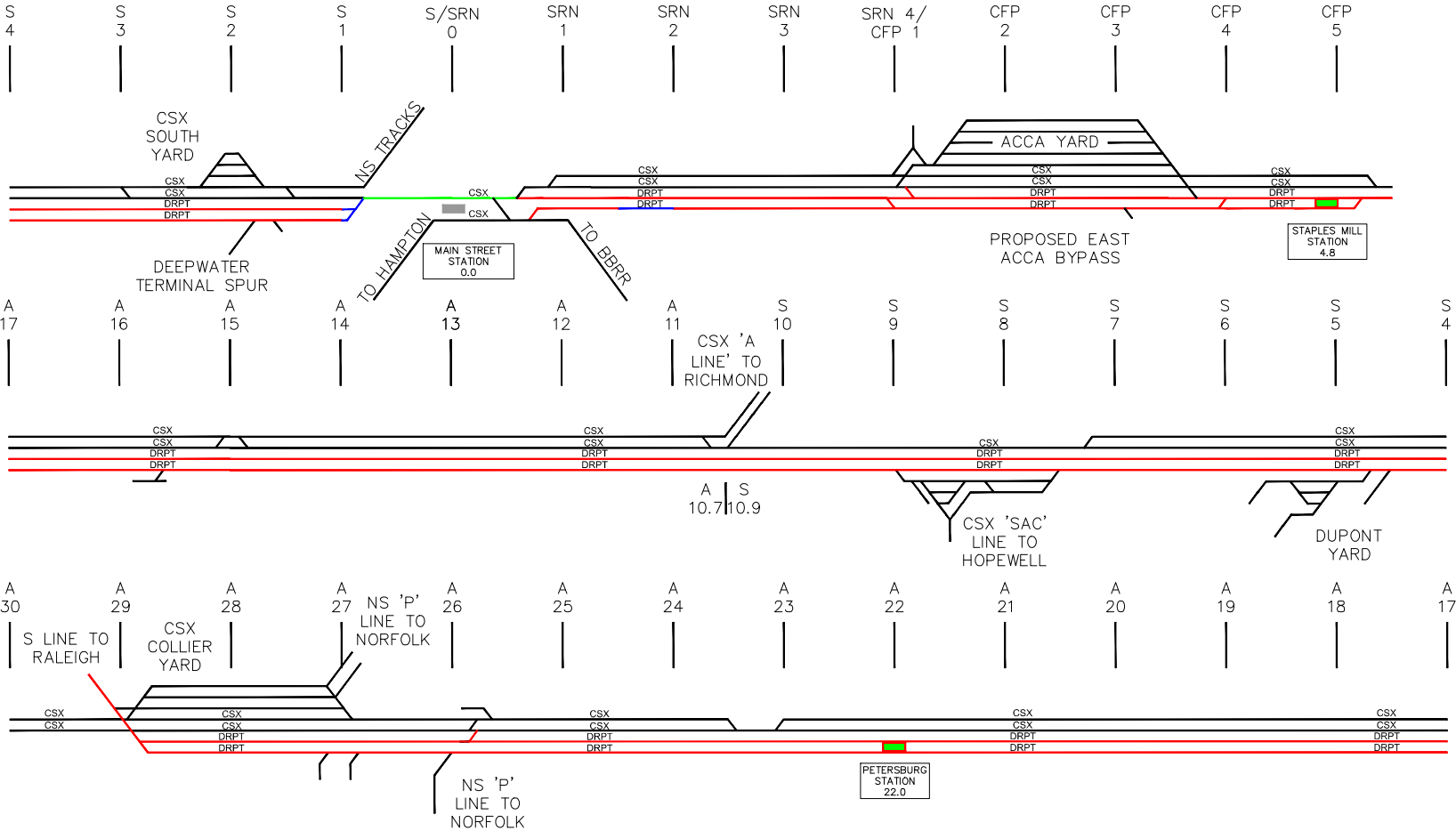


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RF&P LINE TRACK CONFIGURATION

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LEGEND

CSX TRACK

CSX TRACK - DRPT PASSENGER RIGHTS

DRPT TRACK

DRPT TRACK - ADDITIONAL ROW PURCHASE REQUIRED FOR TWO DRPT TRACKS

EXISTING PASSENGER STATION

PROPOSED PASSENGER STATION IMPROVEMENTS

TURNOUT

SCHEMATIC NOT DRAWN TO SCALE

Exhibit E

HIGHLY CONFIDENTIAL MATERIALS SUBJECT TO A MOTION FOR A
PROTECTIVE ORDER

[Highly Confidential List of Customers Served by CSX Transportation, Inc. on
Relevant Lines – Filed Under Seal]