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September 12, 2024
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September 12, 2024

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20423-0001

Re: **FD 36785**
City of Charlotte, N.C. — Acquisition Exemption —
Norfolk Southern Railway Company

Dear Ms. Brown:

Attached for inclusion in the record in the above-captioned proceeding are copies of the final versions of the non-warranty deeds (reflecting the chain of conveyance to the City of Charlotte) and the final and fully-executed comprehensive rail agreement and purchase and sale agreement, each bearing upon – (a) the transaction encompassed by this docket; and, by extension, (b) the Surface Transportation Board’s decision on the merits (served on August 16, 2024 – the “August 16 Decision”) to dismiss the above-referenced proceeding as not requiring Board authorization under 49 U.S.C. § 10901.

The City of Charlotte, North Carolina (the “City”) is supplying the attached documents in accordance with Ordering Paragraph 2 of the Board’s August 16 Decision (and as further discussed by the Board in the decision narrative at page 2, footnote 3). The final purchase and sale agreement for the subject railroad assets, incidentally, is included as an Exhibit B to the comprehensive rail agreement.

The City hereby advises that it has consummated the asset transaction that is the subject of this Board proceeding as of September 9, 2024. The City is grateful to the Board for expeditiously considering and favorably acting upon the City’s motion to dismiss the acquisition notice of exemption that the City had filed in this docket.

FLETCHER & SIPPEL LLC

Ms. Cynthia T. Brown
Chief, Section of Administration
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If you have any questions regarding this filing, please contact me. Thank you for your assistance on this matter.

Respectfully submitted,

/s/ *R. A. Wimbish*

Robert A. Wimbish
Attorney for the City of Charlotte, North Carolina

RAW:ah

Attachments

cc: All Parties of Record

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2024 Sep 09 10:03 AM RE Excise Tax: \$ 0.00
Book: 39059 Page: 652 - 684 Fee: \$ 98.00
Instrument Number: 2024085467

Fredrick Smith

This instrument prepared by:

Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, GA 30308

Return to:

Grantee

Tax Parcel does not exist for Railroad Corridor

STATE OF NORTH CAROLINA

NON-WARRANTY DEED

COUNTY OF MECKLENBURG

Excise Tax: \$0.00

THIS NON-WARRANTY DEED, made this 15th day of March, 2024 by and among NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Grantor), party of the first part, having an address of 650 West Peachtree Street, NW, Atlanta, GA 30308, and FAE HOLDINGS NS, LLC, a Georgia limited liability company, (hereinafter called Grantee), party of the second part, with a mailing address of 289 S. Culver Street, Lawrenceville, GA 30046-4805;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does release, remise, convey, and quitclaim all of Grantor's right,

title and interest, without representation or warranty as to the quality, nature or extent of Grantor's title, unto the said Grantee, its successors and assigns, the following described property.

ALL THAT piece or parcel of land situate, lying and being between the City of Charlotte, Mecklenburg County, State of North Carolina, and the boundary separating Mecklenburg County and Iredell County, being more particularly described and depicted as follows, to wit:

SEE EXHIBIT A, attached hereto and made a part hereof.

TOGETHER WITH, and subject to, all conditions, restrictions, reservations, easements, licenses and leases, whether or not of record, to the extent affecting the property conveyed herein.

EXCEPTING AND RESERVING unto Grantor, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable retained freight service easement in the Premises as necessary to fulfill Grantor's common carrier obligation and as necessary to physically serve, with its own crews and locomotives, or the crews and locomotives of its owners, affiliates, transferees or assigns, present and future rail customers with access to the Premises, provide overhead freight service to other portions of Grantor's rail systems or to the rail systems of connecting freight railroads and temporary detour or emergency overhead rail operations. Grantee acknowledges Grantor's retained rights, and Grantee neither has nor will have any right to serve present and future shippers and will make no attempt to construct additional sidings to serve such shippers for its own account or to circumvent this Deed by other means, directly or indirectly.

And the Grantor makes no warranty or representation, express or implied, as to the title to the property hereinabove described.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of Grantor.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever.

FURTHER, Grantee shall take the property subject to the following covenants, which shall run with the land in perpetuity and bind the successors and assigns of Grantor and Grantee: i) the property conveyed herein shall not be used for residential structures, including without limitation homes, schools, nursing homes, recreational facilities and daycare centers, and (ii) use of groundwater at and beneath the property conveyed herein for any purpose other than for investigation, monitoring, or remediation of the groundwater or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities shall be prohibited.

(Signature Page to Follow)

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

NORFOLK SOUTHERN RAILWAY COMPANY

BY : Kristi B. Glahn
PRINT: Kristi B. Glahn
TITLE: Real Estate Manager

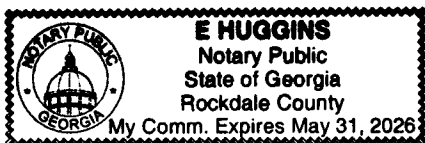
STATE OF GEORGIA)

COUNTY OF FULTON)

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Atlanta, Georgia, this 15th day of March, 2024.

My commission expires: 5/31/2026



E. Huggins
Notary Public

Exhibit A to Non-Warranty Deed

Legal Description

See attached.

EXHIBIT A

O Line/North Corridor-Mecklenburg County

O-Line/North Corridor being 100 feet in width, 50 feet left and right of the described below centerline, except in the following areas being referenced left and right of said centerline: From Station 0+00.00 50' left, See Exhibit 1 and Val-Map V-35a 2, at the Eastern right-of-way of W. 9th Street, to Station 3+97.07, the former Southwest right-of-way line of 10th Street; thence 100 feet in width, 50 feet left and right, from said Southwest right-of-way line, see Val-Map V-35a 2 and V-34 S-1a, to Station 40+32.63 on the Southern right-of-way of Sylvania Avenue; thence 35.5 feet left and right, from said Southern right-of-way, to Station 62+28.15 on the Southwest right-of-way of Woodward Avenue, See Map Book 1033 Page 1 recorded in the Mecklenburg County Register of Deeds office and Val Map V-34 S-1a; thence from said right-of-way line, left 43 feet and right 50 feet, to Station 63+47.76, left 43 feet and right 50 feet, thence to Station 65+53.10, left 40 feet and right 50 feet, thence to Station 67+05.49, left 38 feet and 50 feet right, thence to Station 68+76.21, left 34 feet and right 50 feet, see Val Map V-34 S-1a; thence to Station 70+77.64, left 30 feet and right 50 feet, thence to Station 72+22.27, left 27 feet and right 50 feet, thence to Station 74+03.05, left 26 feet and right 50 feet, thence to Station 75+81.16, left 23 feet and right 50 feet, thence to Station 76+86.56, left 25 feet and right 50 feet, thence to Station 79+10. 22, left 32 feet and right 50 feet, thence to Station 80+13.51, left 27 feet and right 50 feet, See Val Map V-34 S-1b; thence from said Station, to Station 585+94.04, 100 feet in width, 50 feet left and right of said centerline; thence from said Station to Station 590+62.04, it maintains the 100 feet in width corridor, 50 feet left and right, referenced from the old track that has been removed per Val Map 34-4, offsets at the following Station referenced to the new track alignment: at Station 586+00.00, left 50.46 feet and right 49.74 feet, at Station 586+50.00, left 53.55 feet and right 46.62 feet, at Station 587+00.00, left 57.09 feet and right 43.27 feet, at Station 587+50.00, left 61.27 feet and right 39.11 feet, at Station 588+00.00, left 65.81 feet and right 34.68 feet, at Station 588+50.00, left 71.13 feet and right 29.44 feet, at Station 589+00.00, left 76.28 feet and right 24.22 feet, at Station 589+50.00, left 82.78 feet and right 18.20 feet, at Station 590+00.00, left 90.78 feet and right 10.59 feet, at Station 590+43.49 left 100 feet and at Station 590+62.04 right 0 feet; thence being the property owned by Norfolk Southern Railway Company per Deed Book 26543 Page 349, Deed Book 26543 Page 355, and Deed Book 26543 Page 361, as shown on Map Book 53 Page 177 through 184, recorded in the Mecklenburg County Register of Deeds office, from Station 589+45.92, on the Western right-of-way of Everett Keith Road, to Station 645+27.93, on the centerline of a 30' Access Road Right of way per Deed Book 3994 Page 593 recorded in the Mecklenburg County Register of Deeds office; thence from Station 653+09.33 right 12.43 feet and Station 653+22.82 left 86.57 feet to Station 654+27.93, it maintains the 100 feet in width corridor, 50 feet left and right, referenced from the old track that has been removed per Val Map 34-4, offsets at the following Station referenced to

the new track alignment: at Station 653+50.00, left 82.12 feet and right 18.98 feet, at Station 654+00.00, left 74.76 feet and right 26.10 feet; thence from Station 654+27.93, to the Mecklenburg/Iredell County line, 100 feet in width, 50 feet left and right of said centerline.

O-Line/North Corridor centerline description: **BEGINNING** at an existing iron pin (See Exhibit 1) located on the Eastern right-of-way of W. 9th Street, in downtown Charlotte, NC, and having the following localized coordinates, Northing:545959.44 feet and Easting :1449601.86 feet, said iron pin being located from a point in the centerline of W. 9th Street and the intersection of Southern Railway Main Line (North Track) N 38°08'19" E 20.29 feet, said point being located S 04°19'20" W 49174.72 feet from the localization point established by Colliers Engineering & Design Architecture, Landscape Architecture, Surveying CT, P.C. and having the following NC Grid Coordinates (NAD83/2011), Northing:594978.357 feet and Easting:1453295.401 feet, Combined Scale Factor of 0.999841801, thence running from the **BEGINNING** point following along the centerline of Norfolk Southern Railway's O-Line/Northern Corridor the following 340 calls;

- (1) a curve turning to the left, having a radius of 2115.43 feet, with a chord bearing of N 42° 57' 17" E for a distance of 99.60 feet to a point;
- (2) a line N 41° 36' 21" E a distance of 162.24 feet to a point, at Station 2+61.84;
- (3) a curve turning to the left, having a radius of 1623.52 feet, with a chord bearing of N 40° 27' 56" E for a distance of 64.62 feet to a point;
- (4) a curve turning to the left, having a radius of 11238.92 feet, N 38° 30' 45" E for a distance of 318.85 feet to a point;
- (5) a line N 37° 41' 59" E a distance of 496.52 feet to a point, at Station 11+41.84;
- (6) a curve turning to the right, having a radius of 5360.33 feet, with a chord bearing of N 38° 53' 28" E for a distance of 222.90 feet to a point;
- (7) a curve turning to the right, having a radius of 2812.76 feet, with a chord bearing of N 44° 39' 40" E for a distance of 449.07 feet to a point;
- (8) a line N 49° 14' 23" E a distance of 1145.45 feet to a point, at Station 29+59.76;
- (9) a curve turning to the left, having a radius of 5336.93 feet, with a chord bearing of N 48° 43' 43" E for a distance of 95.24 feet to a point;
- (10) a line N 48° 13' 03" E a distance of 191.32 feet to a point, at Station 32+46.32;
- (11) a curve turning to the right, having a radius of 886.72 feet, with a chord bearing of N 48° 51' 06" E for a distance of 19.63 feet to a point;
- (12) a line N 49° 29' 09" E a distance of 129.51 feet to a point, at Station 33+95.46;
- (13) a curve turning to the left, having a radius of 12233.51 feet, with a chord bearing of N 48° 47' 25" E for a distance of 297.07 feet to a point;
- (14) a curve turning to the right, having a radius of 100472.29 feet, with a chord bearing of N 48° 08' 55" E for a distance of 189.88 feet to a point;

- (15) a curve turning to the left, having a radius of 500.00 feet, with a chord bearing of N 46° 14' 56" E for a distance of 34.10 feet to a point;
- (16) a line N 44° 17' 41" E a distance of 73.21 feet to a point, at Station 39+89.73;
- (17) a curve turning to the left, having a radius of 2787.54 feet, with a chord bearing of N 42° 21' 29" E for a distance of 188.42 feet to a point;
- (18) a line N 40° 25' 16" E a distance of 1316.81 feet to a point, at Station 54+94.99;
- (19) a curve turning to the left, having a radius of 2200.00 feet, with a chord bearing of N 38° 55' 30" E for a distance of 114.88 feet to a point;
- (20) a line N 37° 25' 44" E a distance of 63.73 feet to a point, at Station 56+73.61;
- (21) a curve turning to the left, having a radius of 2828.97 feet, with a chord bearing of N 35° 24' 34" E for a distance of 199.40 feet to a point;
- (22) a curve turning to the left, having a radius of 4737.16 feet, with a chord bearing of N 31° 44' 01" E for a distance of 273.79 feet to a point;
- (23) a line N 30° 04' 40" E a distance of 196.66 feet to a point, at Station 63+43.54;
- (24) a curve turning to the right, having a radius of 11332.91 feet, with a chord bearing of N 30° 28' 33" E for a distance of 157.52 feet to a point;
- (25) a curve turning to the left, having a radius of 33878.30 feet, with a chord bearing of N 30° 22' 33" E for a distance of 589.24 feet to a point;
- (26) a curve turning to the right, having a radius of 9348.35 feet, with a chord bearing of N 31° 40' 59" E for a distance of 589.10 feet to a point;
- (27) a curve turning to the right, having a radius of 1150.00 feet, with a chord bearing of N 33° 44' 52" E for a distance of 10.40 feet to a point;
- (28) a line N 34° 00' 25" E a distance of 195.77 feet to a point, at Station 78+85.68;
- (29) a curve turning to the right, having a radius of 6039.26 feet, with a chord bearing of N 34° 46' 42" E for a distance of 162.61 feet to a point;
- (30) a curve turning to the right, having a radius of 43800.79 feet, with a chord bearing of N 35° 40' 54" E for a distance of 202.03 feet to a point;
- (31) a line N 35° 48' 50" E a distance of 1409.40 feet to a point, at Station 96+59.73;
- (32) a curve turning to the right, having a radius of 419114.46 feet, with a chord bearing of N 35° 51' 28" E for a distance of 640.646 feet to a point;
- (33) a line N 35° 54' 05" E a distance of 731.83 feet to a point, at Station 110+32.19;
- (34) a curve turning to the left, having a radius of 114275.16 feet, with a chord bearing of N 35° 49' 11" E for a distance of 326.49 feet to a point;
- (35) a line N 35° 44' 16" E a distance of 778.02 feet to a point, at Station 121+36.70;
- (36) a curve turning to the left, having a radius of 3777.96 feet, with a chord bearing of N 34° 06' 53" E for a distance of 214.02 feet to a point;
- (37) a curve turning to the right, having a radius of 47600.44 feet, with a chord bearing of N 32° 32' 26" E for a distance of 81.11 feet to a point;

- (38) a curve turning to the left, having a radius of 4236.88 feet, with a chord bearing of N 30° 27' 36" E for a distance of 314.84 feet to a point;
- (39) a curve turning to the left, having a radius of 6377.15 feet, with a chord bearing of N 26° 20' 16" E for a distance of 443.57 feet to a point;
- (40) a line N 24° 20' 41" E a distance of 1530.28 feet to a point, at Station 147+20.70;
- (41) a curve turning to the right, having a radius of 5732.44 feet, with a chord bearing of N 29° 12' 06" E for a distance of 970.72 feet to a point;
- (42) a line N 34° 03' 31" E a distance of 953.27 feet to a point, at Station 166+45.86;
- (43) a curve turning to the left, having a radius of 41764.04 feet, with a chord bearing of N 34° 02' 52" E for a distance of 15.74 feet to a point;
- (44) a line N 34° 02' 13" E a distance of 342.71 feet to a point, at Station 170+04.31;
- (45) a curve turning to the left, having a radius of 2451411.51 feet, with a chord bearing of N 34° 01' 56" E for a distance of 400.24 feet to a point;
- (46) a line N 34° 01' 40" E a distance of 513.74 feet to a point, at Station 179+18.29, said point being S 73° 57' 26" W a distance of 16.68 feet from Mile Marker 4 at Station 179+31.08;
- (47) a curve turning to the right, having a radius of 120162.12 feet, with a chord bearing of N 34° 02' 49" E for a distance of 80.46 feet to a point;
- (48) a line N 34° 03' 58" E a distance of 915.82 feet to a point, at Station 189+14.57;
- (49) a curve turning to the right, having a radius of 6365017.39 feet, with a chord bearing of N 34° 03' 59" E for a distance of 93.29 feet to a point;
- (50) a line N 34° 04' 01" E a distance of 1761.39 feet to a point, at Station 207+69.24;
- (51) a curve turning to the right, having a radius of 36071.38 feet, with a chord bearing of N 34° 09' 51" E for a distance of 122.62 feet to a point;
- (52) a line N 34° 15' 42" E a distance of 310.20 feet to a point, at Station 212+02.07;
- (53) a curve turning to the left, having a radius of 46912.31 feet, with a chord bearing of N 34° 11' 22" E for a distance of 118.03 feet to a point;
- (54) a line N 34° 07' 03" E a distance of 943.20 feet to a point, at Station 222+63.30;
- (55) a curve turning to the left, having a radius of 6510.12 feet, with a chord bearing of N 33° 38' 45" E for a distance of 108.00 feet to a point;
- (56) a line N 33° 10' 14" E a distance of 72.21 feet to a point, at Station 224+43.52;
- (57) a curve turning to the left, having a radius of 2981.46 feet, with a chord bearing of N 32° 12' 42" E for a distance of 99.80 feet to a point;
- (58) a curve turning to the left, having a radius of 15114.15 feet, with a chord bearing of N 31° 00' 18" E for a distance of 130.56 feet to a point;
- (59) a curve turning to the left, having a radius of 2453.76 feet, with a chord bearing of N 29° 45' 20" E for a distance of 85.84 feet to a point;
- (60) a curve turning to the right, having a radius of 4029.60 feet, with a chord bearing of N 29° 07' 49" E for a distance of 53.02 feet to a point;

- (61) a curve turning to the left, having a radius of 2667.03 feet, with a chord bearing of N 28° 12' 08" E for a distance of 121.47 feet to a point;
- (62) a line N 26° 53' 50" E a distance of 111.98 feet to a point, at Station 230+46.20;
- (63) a curve turning to the left, having a radius of 2207.46 feet, with a chord bearing of N 25° 55' 27" E for a distance of 74.99 feet to a point;
- (64) a line N 24° 57' 03" E a distance of 107.73 feet to a point, at Station 232+28.92;
- (65) a curve turning to the left, having a radius of 3383.09 feet, with a chord bearing of N 23° 45' 13" E for a distance of 141.37 feet to a point;
- (66) a curve turning to the left, having a radius of 7880.06 feet, with a chord bearing of N 21° 13' 51" E for a distance of 364.62 feet to a point, at Station 237+34.95, said point being N 10° 30' 27" E a distance of 76.96 feet from Mile Marker 5, at Station 236+59.15;
- (67) a line N 19° 54' 18" E a distance of 861.51 feet to a point, at Station 245+96.47;
- (68) a curve turning to the left, having a radius of 2289.73 feet, with a chord bearing of N 19° 16' 07" E for a distance of 50.87 feet to a point;
- (69) a curve turning to the left, having a radius of 4262.39 feet, with a chord bearing of N 17° 37' 03" E for a distance of 150.99 feet to a point;
- (70) a curve turning to the left, having a radius of 1332.52 feet, with a chord bearing of N 14° 52' 47" E for a distance of 80.13 feet to a point;
- (71) a line N 13° 09' 24" E a distance of 46.44 feet to a point, at Station 249+24.90;
- (72) a curve turning to the left, having a radius of 1120.17 feet, with a chord bearing of N 10° 58' 01" E for a distance of 85.61 feet to a point;
- (73) a curve turning to the left, having a radius of 8644.17 feet, with a chord bearing of N 08° 30' 36" E for a distance of 80.54 feet to a point;
- (74) a curve turning to the left, having a radius of 1150.47 feet, with a chord bearing of N 06° 16' 31" E for a distance of 79.02 feet to a point;
- (75) a curve turning to the left, having a radius of 2906.14 feet, with a chord bearing of N 03° 04' 13" E for a distance of 125.45 feet to a point;
- (76) a curve turning to the left, having a radius of 1167.43 feet, with a chord bearing of N 00° 31' 00" W for a distance of 95.76 feet to a point;
- (77) a curve turning to the left, having a radius of 2775.31 feet, with a chord bearing of N 04° 02' 48" W for a distance of 114.26 feet to a point;
- (78) a curve turning to the left, having a radius of 1639.79 feet, with a chord bearing of N 08° 00' 00" W for a distance of 158.70 feet to a point;
- (79) a curve turning to the left, having a radius of 16895.89 feet, with a chord bearing of N 10° 51' 16" W for a distance of 47.63 feet to a point;
- (80) a curve turning to the left, having a radius of 1346.84 feet, with a chord bearing of N 12° 23' 40" W for a distance of 68.60 feet to a point;

- (81) a curve turning to the left, having a radius of 2128.82 feet, with a chord bearing of N 16° 55' 44" W for a distance of 228.39 feet to a point;
- (82) a curve turning to the left, having a radius of 1765.55 feet, with a chord bearing of N 26° 25' 45" W for a distance of 395.17 feet to a point;
- (83) a curve turning to the left, having a radius of 4783.31 feet, with a chord bearing of N 33° 37' 10" W for a distance of 127.68 feet to a point;
- (84) a line N 34° 23' 03" W a distance of 231.20 feet to a point, at Station 267+64.00;
- (85) a curve turning to the left, having a radius of 27123.12 feet, with a chord bearing of N 34° 33' 50" W for a distance of 170.11 feet to a point;
- (86) a curve turning to the left, having a radius of 2884.33 feet, with a chord bearing of N 36° 33' 23" W for a distance of 182.50 feet to a point;
- (87) a curve turning to the left, having a radius of 2531.06 feet, with a chord bearing of N 40° 22' 48" W for a distance of 177.60 feet to a point;
- (88) a curve turning to the left, having a radius of 3421.01 feet, with a chord bearing of N 42° 57' 02" W for a distance of 66.89 feet to a point;
- (89) a curve turning to the left, having a radius of 1913.91 feet, with a chord bearing of N 44° 34' 14" W for a distance of 70.79 feet to a point;
- (90) a curve turning to the left, having a radius of 9216.55 feet, with a chord bearing of N 45° 51' 46" W for a distance of 74.85 feet to a point;
- (91) a curve turning to the left, having a radius of 2215.31 feet, with a chord bearing of N 47° 18' 05" W for a distance of 93.24 feet to a point;
- (92) a curve turning to the left, having a radius of 2812.13 feet, with a chord bearing of N 56° 57' 44" W for a distance of 826.93 feet to a point;
- (93) a curve turning to the left, having a radius of 3840.15 feet, with a chord bearing of N 66° 18' 38" W for a distance of 119.79 feet to a point;
- (94) a curve turning to the right, having a radius of 227226.07 feet, with a chord bearing of N 67° 10' 50" W for a distance of 188.38 feet to a point;
- (95) a line N 67° 09' 24" W a distance of 186.99 feet to a point, at Station 289+25.16, said point being S 50° 58' 19" E a distance of 53.65 feet from Mile Marker 6 at Station 289+76.68;
- (96) a curve turning to the left, having a radius of 120106.18 feet, with a chord bearing of N 67° 11' 11" W for a distance of 124.48 feet to a point;
- (97) a line N 67° 12' 58" W a distance of 2257.30 feet to a point, at Station 313+06.95;
- (98) a curve turning to the left, having a radius of 69255.02 feet, with a chord bearing of N 67° 17' 17" W for a distance of 173.45 feet to a point;
- (99) a line N 67° 21' 35" W a distance of 374.76 feet to a point, at Station 318+55.16;
- (100) a curve turning to the right, having a radius of 138764.03 feet, with a chord bearing of N 67° 16' 28" W for a distance of 413.38 feet to a point;
- (101) a line N 67° 11' 20" W a distance of 497.35 feet to a point, at Station 327+65.89;

- (102) a curve turning to the right, having a radius of 3850.00 feet, with a chord bearing of N 65° 54' 57" W for a distance of 171.07 feet to a point;
- (103) a line N 64° 38' 34" W a distance of 63.52 feet to a point, at Station 330+00.49;
- (104) a curve turning to the right, having a radius of 1658.59 feet, with a chord bearing of N 62° 34' 40" W for a distance of 119.53 feet to a point;
- (105) a curve turning to the right, having a radius of 15372.50 feet, with a chord bearing of N 60° 22' 46" W for a distance of 71.47 feet to a point;
- (106) a curve turning to the right, having a radius of 2092.67 feet, with a chord bearing of N 58° 30' 55" W for a distance of 126.43 feet to a point;
- (107) a curve turning to the right, having a radius of 3659.28 feet, with a chord bearing of N 55° 31' 19" W for a distance of 161.22 feet to a point;
- (108) a curve turning to the right, having a radius of 2414.19 feet, with a chord bearing of N 52° 14' 07" W for a distance of 170.57 feet to a point;
- (109) a curve turning to the right, having a radius of 30110.90 feet, with a chord bearing of N 49° 55' 36" W for a distance of 298.58 feet to a point;
- (110) a line N 49° 38' 34" W a distance of 320.72 feet to a point, at Station 342+69.11;
- (111) a curve turning to the right, having a radius of 10435.89 feet, at Station 343+05.97, with a chord bearing of N 49° 32' 29" W for a distance of 36.86 feet to a point, said point being S 19° 09' 33" W a distance of 13.42 feet from Mile Marker 7 at Station 343+10.87;
- (112) a curve turning to the left, having a radius of 96826.00 feet, with a chord bearing of N 49° 29' 53" W for a distance of 195.26 feet to a point;
- (113) a line N 49° 33' 21.0" W a distance of 41.23 feet to a point, at Station 345+42.46;
- (114) a curve turning to the left, having a radius of 128731.90 feet, with a chord bearing of N 49° 34' 28" W for a distance of 84.04 feet to a point;
- (115) a line N 49° 35' 36" W a distance of 1241.04 feet to a point, at Station 358+67.53;
- (116) a curve turning to the left, having a radius of 1336447.66 feet, with a chord bearing of N 49° 36' 37" W for a distance of 789.87 feet to a point;
- (117) a curve turning to the right, having a radius of 173959.75 feet, with a chord bearing of N 49° 36' 32" W for a distance of 111.40 feet to a point;
- (118) a curve turning to the right, having a radius of 3400.00 feet, with a chord bearing of N 48° 00' 39" W for a distance of 187.44 feet to a point;
- (119) a curve turning to the right, having a radius of 1718.74 feet, with a chord bearing of N 40° 48' 36" W for a distance of 336.71 feet to a point;
- (120) a curve turning to the right, having a radius of 1942.24 feet, with a chord bearing of N 31° 46' 51" W for a distance of 230.92 feet to a point;
- (121) a curve turning to the right, having a radius of 1892.07 feet, with a chord bearing of N 23° 22' 11" W for a distance of 330.00 feet to a point;

- (122) a curve turning to the right, having a radius of 1970.52 feet, with a chord bearing of N 14° 45' 20" W for a distance of 248.24 feet to a point;
- (123) a curve turning to the right, having a radius of 1823.66 feet, with a chord bearing of N 09° 28' 01" W for a distance of 106.75 feet to a point;
- (124) a curve turning to the right, having a radius of 1938.37 feet, with a chord bearing of N 02° 08' 36" W for a distance of 381.43 feet to a point;
- (125) a curve turning to the right, having a radius of 1825.43 feet, with a chord bearing of N 06° 05' 10" E for a distance of 164.53 feet to a point;
- (126) a curve turning to the right, having a radius of 2053.92 feet, with a chord bearing of N 11° 03' 02" E for a distance of 170.70 feet to a point;
- (127) a curve turning to the right, having a radius of 1777.15 feet, with a chord bearing of N 17° 11' 10" E for a distance of 232.70 feet to a point;
- (128) a curve turning to the right, having a radius of 1666.00 feet, with a chord bearing of N 23° 04' 05" E for a distance of 123.73 feet to a point;
- (129) a curve turning to the right, having a radius of 2967.77 feet, with a chord bearing of N 27° 05' 12" E for a distance of 195.82 feet to a point, at Station 394+80.02, said point being S 46° 15' 29" W a distance of 57.03 feet from Mile Marker 8 at Station 395+34.45;
- (130) a curve turning to the right, having a radius of 26765.64 feet, with a chord bearing of N 29° 04' 08" E for a distance of 268.86 feet to a point;
- (131) a line N 29° 21' 24" E a distance of 89.96 feet to a point, at Station 398+38.84;
- (132) a line N 29° 21' 24" E a distance of 768.77 feet to a point, at Station 406+07.61;
- (133) a line N 29° 17' 27" E a distance of 175.82 feet to a point, at Station 407+83.44;
- (134) a line N 28° 55' 59" E a distance of 48.00 feet to a point, at Station 408+31.44;
- (135) a line N 28° 23' 24" E a distance of 33.11 feet to a point, at Station 408+64.55;
- (136) a line N 27° 46' 57" E a distance of 28.53 feet to a point, at Station 408+93.08;
- (137) a curve turning to the left, having a radius of 2788.33 feet, with a chord bearing of N 19° 32' 50" E for a distance of 798.79 feet to a point;
- (138) a line N 11° 18' 43" E a distance of 4160.44 feet to a point, at Station 458+55.07, said point being N 10° 14' 45" E a distance of 685.40 feet from Mile Marker 9 at Station 451+69.79;
- (139) a line N 11° 11' 49" E a distance of 453.73 feet to a point, at Station 463+08.80;
- (140) a line N 10° 40' 58" E a distance of 108.96 feet to a point, at Station 464+17.76;
- (141) a curve turning to the left, having a radius of 2672.73 feet, with a chord bearing of N 03° 08' 43" E for a distance of 701.21 feet to a point;
- (142) a line N 04° 23' 33" W a distance of 66.80 feet to a point, at Station 471+87.79;
- (143) a line N 05° 14' 34" W a distance of 825.61 feet to a point, at Station 480+13.40;
- (144) a line N 05° 01' 38" W a distance of 157.66 feet to a point, at Station 481+71.06;
- (145) a line N 04° 44' 58" W a distance of 95.56 feet to a point, at Station 482+66.62;

- (146) a line N 04° 02' 42" W a distance of 91.30 feet to a point, at Station 483+57.92;
- (147) a line N 03° 28' 17" W a distance of 30.39 feet to a point, at Station 483+88.31;
- (148) a line N 02° 42' 07" W a distance of 33.52 feet to a point, at Station 484+21.83;
- (149) A curve turning to the right, having a radius of 1737.69 feet, a chord bearing of N 02° 44' 42" E for a distance of 329.91 feet to a point;
- (150) a line N 08° 11' 32" E a distance of 39.36 feet to a point, at Station 487+91.59;
- (151) a line N 09° 00' 16" E a distance of 220.12 feet to a point, at Station 490+11.71;
- (152) a line N 09° 02' 28" E a distance of 2226.55 feet to a point, at Station 512+38.26, said point being N 08° 09' 57" E a distance of 1030.01 feet from Mile Marker 10 at Station 502+08.37;
- (153) a line N 09° 08' 58" E a distance of 242.49 feet to a point, at Station 514+80.76;
- (154) a line N 09° 24' 42" E a distance of 78.12 feet to a point, at Station 515+58.88;
- (155) a curve turning to the right, having a radius of 4300.16 feet, with a chord bearing of N 11° 10' 46" E for a distance of 265.32 feet to a point;
- (156) a line N 12° 56' 50" E a distance of 19.65 feet to a point, at Station 518+43.89;
- (157) a line N 14° 03' 39" E a distance of 83.71 feet to a point, at Station 519+27.60;
- (158) a line N 15° 19' 02" E a distance of 48.23 feet to a point, at Station 519+75.83;
- (159) a curve turning to the right, having a radius of 4368.52 feet, with a chord bearing of N 16° 45' 51" E for a distance of 220.63 feet to a point;
- (160) a line N 18° 12' 40" E a distance of 357.85 feet to a point, at Station 525+54.33;
- (161) a line N 18° 24' 34" E a distance of 96.10 feet to a point, at Station 526+50.44;
- (162) a line N 18° 19' 14" E a distance of 345.34 feet to a point, at Station 529+95.78;
- (163) a line N 18° 22' 34" E a distance of 1733.81 feet to a point, at Station 547+29.59;
- (164) a curve turning to the left, having a radius of 5127.49 feet, with a chord bearing of N 15° 31' 00" E for a distance of 510.06 feet to a point;
- (165) a line N 12° 39' 57" E a distance of 151.93 feet to a point, at Station 553+91.79, said point being S 21° 23' 55" W a distance of 93.40 feet from Mile Marker 11 at Station 554+84.06;
- (166) a line N 12° 28' 59" E a distance of 310.19 feet to a point, at Station 557+01.99;
- (167) a line N 12° 23' 48" E a distance of 164.18 feet to a point, at Station 558+66.17;
- (168) a line N 12° 09' 19" E a distance of 106.03 feet to a point, at Station 559+72.19;
- (169) a line N 10° 48' 49" E a distance of 124.63 feet to a point, at Station 560+96.83;
- (170) a line N 08° 52' 17" E a distance of 51.75 feet to a point, at Station 561+48.57;
- (171) a curve turning to the left, having a radius of 1626.43 feet, with a chord bearing of N 04° 55' 24" E for a distance of 223.97 feet to a point;
- (172) a line N 00° 58' 31" E a distance of 44.99 feet to a point, at Station 564+17.70;
- (173) a line N 00° 31' 14" W a distance of 48.45 feet to a point, at Station 564+66.15;
- (174) a line N 01° 42' 42" W a distance of 48.62 feet to a point, at Station 565+14.77;
- (175) a line N 03° 08' 50" W a distance of 48.26 feet to a point, at Station 565+63.03;

- (176) a line N 04° 35' 03" W a distance of 47.15 feet to a point, at Station 566+10.18;
- (177) a curve turning to the left, having a radius of 1542.41 feet, with a chord bearing of N 08° 19' 15" W for a distance of 201.03 feet to a point;
- (178) a line N 12° 03' 26" W a distance of 42.64 feet to a point, at Station 568+54.00;
- (179) a line N 13° 32' 06" W a distance of 48.69 feet to a point, at Station 569+02.69;
- (180) a line N 14° 54' 16" W a distance of 47.13 feet to a point, at Station 569+49.82;
- (181) a curve turning to the left, having a radius of 1602.10 feet, with a chord bearing of N 18° 17' 40" W for a distance of 189.48 feet to a point;
- (182) a line N 21° 41' 05" W a distance of 55.69 feet to a point, at Station 571+95.10;
- (183) a line N 23° 16' 01" W a distance of 46.49 feet to a point, at Station 572+41.59;
- (184) a curve turning to the left, having a radius of 1182.58 feet, with a chord bearing of N 27° 14' 13" W for a distance of 163.75 feet to a point;
- (185) a line N 31° 12' 25" W a distance of 148.17 feet to a point, at Station 575+53.64;
- (186) a line N 31° 34' 01" W a distance of 52.19 feet to a point, at Station 576+05.83;
- (187) a line N 34° 38' 35" W a distance of 24.94 feet to a point, at Station 576+30.77;
- (188) a line N 36° 19' 31" W a distance of 48.76 feet to a point, at Station 576+79.54;
- (189) a line N 37° 57' 06" W a distance of 48.46 feet to a point, at Station 577+27.99;
- (190) a curve turning to the left, having a radius of 1658.02 feet, with a chord bearing of N 41° 32' 10" W for a distance of 207.32 feet to a point;
- (191) a line N 45° 07' 14" W a distance of 37.58 feet to a point, at Station 579+73.02;
- (192) a line N 46° 49' 35" W a distance of 47.38 feet to a point, at Station 580+20.40;
- (193) a curve turning to the left, having a radius of 1554.62 feet, with a chord bearing of N 49° 30' 20" W for a distance of 145.34 feet to a point;
- (194) a line N 52° 11' 05" W a distance of 46.34 feet to a point, at Station 582+12.13;
- (195) a line N 53° 53' 53" W a distance of 48.04 feet to a point, at Station 582+60.17;
- (196) a line N 55° 29' 20" W a distance of 47.77 feet to a point, at Station 583+07.94;
- (197) Said curve turning to the left, having a radius of 1579.63 feet, with a chord bearing of N 58° 08' 22" W for a distance of 146.10 feet to a point;
- (198) a line N 60° 47' 24" W a distance of 43.84 feet to a point, at Station 584+97.93;
- (199) a line N 61° 43' 29" W a distance of 48.29 feet to a point, at Station 585+46.22;
- (200) a line N 62° 20' 27" W a distance of 96.57 feet to a point, at Station 586+42.78;
- (201) a line N 62° 39' 43" W a distance of 144.85 feet to a point, at Station 587+87.63;
- (202) a line N 62° 11' 19" W a distance of 95.96 feet to a point, at Station 588+83.59;
- (203) a curve turning to the right, having a radius of 1979.74 feet, with a chord bearing of N 57° 38' 55" W for a distance of 313.41 feet to a point;
- (204) a line N 53° 06' 32" W a distance of 23.13 feet to a point, at Station 592+20.45;
- (205) a line N 51° 28' 12" W a distance of 47.60 feet to a point, at Station 592+68.06;

- (206) a curve turning to the right, having a radius of 1623.53 feet, with a chord bearing of N 48° 36' 59" W for a distance of 161.67 feet to a point;
- (207) a line N 45° 45' 45" W a distance of 35.41 feet to a point, at Station 594+65.20;
- (208) a line N 44° 24' 22" W a distance of 49.28 feet to a point, at Station 595+14.48;
- (209) a curve turning to the right, having a radius of 1382.53 feet, with a chord bearing of N 41° 20' 19" W for a distance of 147.96 feet to a point;
- (210) a line N 38° 16' 16" W a distance of 47.87 feet to a point, at Station 597+10.38;
- (211) a line N 36° 59' 12" W a distance of 48.79 feet to a point, at Station 597+59.18;
- (212) a curve turning to the right, having a radius of 1420.88 feet, with a chord bearing of N 34° 02' 32" W for a distance of 145.99 feet to a point;
- (213) a line N 31° 05' 51" W a distance of 49.45 feet to a point, at Station 599+54.68;
- (214) a line N 29° 43' 43" W a distance of 48.05 feet to a point, at Station 600+02.73;
- (215) a curve turning to the right, having a radius of 1403.62 feet, with a chord bearing of N 27° 03' 33" W for a distance of 130.75 feet to a point;
- (216) a line N 24° 23' 22" W a distance of 64.19 feet to a point, at Station 601+97.72, said point being N 59° 43' 46" W a distance of 27.07 feet from Mile Marker 12 at Station 601+75.64;
- (217) a line N 23° 46' 04" W a distance of 195.51 feet to a point, at Station 603+93.23;
- (218) a line N 23° 41' 22" W a distance of 592.56 feet to a point, at Station 609+85.78;
- (219) a line N 23° 32' 12" W a distance of 95.84 feet to a point, at Station 610+81.62;
- (220) a curve turning to the left, having a radius of 6227.72 feet, with a chord bearing of N 25° 02' 08" W for a distance of 325.85 feet to a point;
- (221) a line N 26° 32' 05" W a distance of 270.39 feet to a point, at Station 616+77.90;
- (222) a line N 26° 36' 52" W a distance of 198.89 feet to a point, at Station 618+76.80;
- (223) a line N 26° 33' 49" W a distance of 2716.36 feet to a point, at Station 645+93.16;
- (224) a line N 26° 05' 26" W a distance of 98.90 feet to a point, at Station 646+92.07;
- (225) a line N 24° 57' 28" W a distance of 49.34 feet to a point, at Station 647+41.40;
- (226) a line N 23° 59' 32" W a distance of 49.30 feet to a point, at Station 647+90.70;
- (227) a line N 23° 00' 57" W a distance of 49.30 feet to a point, at Station 648+40.00;
- (228) a line N 22° 10' 47" W a distance of 49.51 feet to a point, at Station 648+89.52;
- (229) a line N 20° 58' 49" W a distance of 49.24 feet to a point, at Station 649+38.75;
- (230) a line N 20° 09' 43" W a distance of 48.87 feet to a point, at Station 649+87.63;
- (231) a line N 19° 04' 14" W a distance of 49.11 feet to a point, at Station 650+36.74;
- (232) a line N 18° 09' 54" W a distance of 49.21 feet to a point, at Station 650+85.95;
- (233) a line N 17° 07' 10" W a distance of 49.09 feet to a point, at Station 651+35.03;
- (234) a line N 16° 11' 29" W a distance of 49.10 feet to a point, at Station 651+84.14;
- (235) a line N 15° 13' 30" W a distance of 49.22 feet to a point, at Station 652+33.36;
- (236) a line N 14° 05' 25" W a distance of 49.06 feet to a point, at Station 652+82.41;

- (237) a curve turning to the right, having a radius of 2503.78 feet, with a chord bearing of N 11° 08' 36" W for a distance of 257.44 feet to a point;
- (238) a line N 08° 11' 47" W a distance of 36.02 feet to a point, at Station 655+75.99;
- (239) a line N 07° 15' 38" W a distance of 47.80 feet to a point, at Station 656+23.80, said point being S 24° 48' 49" W a distance of 54.23 feet from Mile Marker 13 at Station 656+70.34;
- (240) a curve turning to the right, having a radius of 2240.62 feet, with a chord bearing of N 05° 33' 43" W for a distance of 132.83 feet to a point;
- (241) a line N 03° 51' 42" W a distance of 2343.09 feet (to a point, at Station 680+99.74;
- (242) a line N 03° 47' 53" W a distance of 297.55 feet to a point, at Station 683+97.29;
- (243) a line N 04° 05' 24" W a distance of 197.78 feet to a point, at Station 685+95.06;
- (244) a line N 04° 57' 43" W a distance of 49.20 feet to a point, at Station 686+44.26;
- (245) a curve turning to the left, having a radius of 2435.06 feet, with a chord bearing of N 07° 55' 46" W for a distance of 252.12 feet to a point;
- (246) a line N 10° 53' 49" W a distance of 43.90 feet to Station 689+40.40;
- (247) a line N 11° 49' 25" W a distance of 49.34 feet to Station 689+89.73;
- (248) a line N 13° 08' 46" W a distance of 49.01 feet to Station 690+38.74;
- (249) a line N 14° 00' 37" W a distance of 48.86 feet to Station 690+87.61;
- (250) a line N 15° 04' 28" W a distance of 49.11 feet to Station 691+36.72;
- (251) a line N 15° 56' 46" W a distance of 48.95 feet to Station 691+85.67;
- (252) a curve turning to the left, having a radius of 2308.60 feet, with a chord bearing of N 19° 17' 06" W for a distance of 268.93 feet to a point;
- (253) a line N 22° 37' 27" W a distance of 51.28 feet to a point, at Station 695+06.03;
- (254) a line N 23° 43' 59" W a distance of 96.55 feet to a point, at Station 696+02.58;
- (255) a line N 24° 08' 05" W a distance of 197.53 feet to a point, at Station 698+00.11;
- (256) a line N 24° 14' 50" W a distance of 692.14 feet to a point, at Station 704+92.25;
- (257) a line N 24° 04' 50" W a distance of 197.85 feet to a point, at Station 706+90.10, said point being S 28° 02' 07" W a distance of 23.26 feet from Mile Marker 14 at Station 707+04.55;
- (258) a line N 23° 33' 20" W a distance of 48.18 feet to a point, at Station 707+38.28;
- (259) a curve turning to the right, having a radius of 2771.96 feet, with a chord bearing of N 19° 43' 18" W for a distance of 370.68 feet to a point;
- (260) a line N 15° 53' 16" W a distance of 24.13 feet to a point, at Station 711+33.37;
- (261) a line N 14° 41' 41" W a distance of 48.69 feet to a point, at Station 711+82.06;
- (262) a curve turning to the right, having a radius of 2019.82 feet, with a chord bearing of N 12° 47' 04" W for a distance of 134.66 feet to a point;
- (263) a line N 10° 52' 26" W a distance of 63.34 feet to a point, at Station 713+80.08;
- (264) a line N 10° 13' 37" W a distance of 397.37 feet to a point, at Station 717+77.45;
- (265) a line N 10° 04' 12" W a distance of 3278.36 feet to a point, at Station 750+55.81;

- (266) a line N 10° 09' 56" W a distance of 396.04 feet to a point, at Station 754+51.85;
- (267) a line N 09° 42' 15" W a distance of 98.73 feet to a point, at Station 755+50.58;
- (268) a curve turning to the right, having a radius of 2353.99 feet, with a chord bearing of N 06° 41' 47" W for a distance of 247.05 feet to a point;
- (269) a line N 03° 41' 18" W a distance of 48.36 feet to a point, at Station 758+46.10;
- (270) a line N 02° 37' 25" W a distance of 49.44 feet to a point, at Station 758+95.55, said point being S 15° 25' 58" E a distance of 69.20 feet from Mile Marker 15 at Station 759+62.60;
- (271) a curve turning to the right, having a radius of 2504.18 feet, with a chord bearing of N 00° 51' 39" E for a distance of 304.38 feet to a point;
- (272) a line N 04° 20' 42" E a distance of 43.57 feet to a point, at Station 762+43.69;
- (273) a line N 05° 40' 42" E a distance of 46.45 feet to a point, at Station 762+90.14;
- (274) a curve turning to the right, having a radius of 2369.06 feet, with a chord bearing of N 07° 42' 40" E for a distance of 168.08 feet to a point;
- (275) a line N 09° 43' 19" E a distance of 1028.64 feet to a point, at Station 774+86.90;
- (276) a line N 09° 30' 46" E a distance of 198.81 feet to a point, at Station 776+85.71;
- (277) a line N 09° 02' 35" E a distance of 99.26 feet to a point, at Station 777+84.97;
- (278) a line N 07° 44' 58" E a distance of 99.41 feet to a point, at Station 778+84.38;
- (279) a line N 05° 44' 04" E a distance of 99.57 feet to a point, at Station 779+83.95;
- (280) a line N 03° 41' 01" E a distance of 99.20 feet to a point, at Station 780+83.15;
- (281) a line N 01° 31' 44" E a distance of 99.69 feet to a point, at Station 781+82.84;
- (282) a line N 00° 34' 54" W a distance of 99.52 feet to a point, at Station 782+82.37;
- (283) a line N 01° 51' 40" W a distance of 50.99 feet to a point, at Station 783+33.35;
- (284) a line N 03° 09' 43" W a distance of 36.75 feet to a point, at Station 783+70.10;
- (285) a curve turning to the left, having a radius of 2900.46 feet, with a chord bearing of N 08° 00' 10" W for a distance of 489.53 feet to a point;
- (286) a line N 12° 50' 37" W a distance of 1815.03 feet to a point, at Station 806+75.24;
- (287) a line N 12° 41' 06" W a distance of 99.76 feet to a point, at Station 807+75.00;
- (288) a line N 12° 26' 07" W a distance of 97.98 feet to a point, at Station 808+72.98;
- (289) a curve turning to the right, having a radius of 2598.29 feet, with a chord bearing of N 08° 45' 09" W for a distance of 333.79 feet to a point, at Station 812+07.00, said point being N 19° 20' 00" W a distance of 65.91 feet from Mile Marker 16 at Station 811+42.73;
- (290) a line N 05° 04' 10" W a distance of 66.88 feet to a point, at Station 812+73.88;
- (291) a line N 02° 57' 17" W a distance of 95.71 feet to a point, at Station 813+69.59;
- (292) a curve turning to the right, having a radius of 1890.07 feet, with a chord bearing of N 00° 28' 30" W for a distance of 163.54 feet to a point;
- (293) a line N 02° 00' 17" E a distance of 181.20 feet to a point, at Station 817+14.38;
- (294) a line N 02° 12' 25" E a distance of 2316.38 feet to a point, at Station 840+30.76;
- (295) a line N 02° 17' 33" E a distance of 314.40 feet to a point, at Station 843+45.16;

- (296) a line N 02° 07' 19" E a distance of 105.30 feet to a point, at Station 844+50.46;
- (297) a line N 01° 30' 09" E a distance of 51.38 feet to a point, at Station 845+01.84;
- (298) a curve turning to the left, having a radius of 2767.17 feet, with a chord bearing of N 05° 34' 44" W for a distance of 682.26 feet to a point;
- (299) a line N 12° 39' 37" W a distance of 52.68 feet to a point, at Station 852+38.52;
- (300) a line N 13° 51' 20" W a distance of 50.71 feet to a point, at Station 852+89.23;
- (301) a line N 14° 19' 40" W a distance of 54.06 feet to a point, at Station 853+43.29;
- (302) a line N 14° 56' 07" W a distance of 1031.63 feet to a point, at Station 863+74.92, said point being S 66° 12' 55" W a distance of 18.90 feet from Mile Marker 17 at Station 863+77.88;
- (303) a line N 14° 47' 01" W a distance of 102.21 feet to a point, at Station 864+77.13;
- (304) a line N 14° 26' 17" W a distance of 156.67 feet to a point, at Station 866+33.80;
- (305) a line N 13° 27' 40" W a distance of 51.85 feet to a point, at Station 866+85.65;
- (306) a line N 12° 33' 06" W a distance of 52.81 feet to a point, at Station 867+38.46;
- (307) a curve turning to the right, having a radius of 2731.28 feet, with a chord bearing of N 04° 31' 53" W for a distance of 762.15 feet to a point;
- (308) a line N 03° 29' 20" E a distance of 36.88 feet to a point, at Station 875+39.98;
- (309) a line N 04° 43' 11" E a distance of 51.11 feet to a point, at Station 875+91.09;
- (310) a curve turning to the right, having a radius of 2356.83 feet, with a chord bearing of N 06° 07' 17" E for a distance of 115.30 feet to a point;
- (311) a line N 07° 31' 23" E a distance of 110.03 feet to a point, at Station 878+16.43;
- (312) a line N 07° 24' 57" E a distance of 105.68 feet to a point, at Station 879+22.11;
- (313) a line N 07° 35' 37" E a distance of 150.28 feet to a point, at Station 880+72.39;
- (314) a line N 07° 36' 42" E a distance of 3588.61 feet to a point, at Station 916+60.99;
- (315) a curve turning to the left, having a radius of 2840.00 feet, with a chord bearing of N 08° 23' 23" W for a distance of 1618.97 feet to a point;
- (316) a curve turning to the left, having a radius of 6640.00 feet, with a chord bearing of N 26° 06' 28" W for a distance of 295.13 feet to a point;
- (317) a line N 26° 55' 42" W a distance of 8085.57 feet to a point, at Station 1016+83.45, said point being N 27° 03' 09" W a distance of 4584.97 feet from Mile Marker 19 at Station 970+98.49;
- (318) a curve turning to the right, having a radius of 39405.00 feet, with a chord bearing of N 26° 33' 29" W for a distance of 275.66 feet to a point;
- (319) a curve turning to the right, having a radius of 2305.00 feet, with a chord bearing of N 24° 36' 30" W for a distance of 133.50 feet to a point, at Station 1020+92.63, said point being S 15° 08' 05" E a distance of 146.63 feet from Mile Marker 20 at Station 1022+39.07;
- (320) a curve turning to the right, having a radius of 1849.72 feet, with a chord bearing of N 18° 53' 32" W for a distance of 302.28 feet to a point;

- (321) a curve turning to the right, having a radius of 2130.00 feet, with a chord bearing of N 07° 58' 15" W for a distance of 454.70 feet to a point;
- (322) a curve turning to the right, having a radius of 3485.00 feet, with a chord bearing of N 02° 08' 06" E for a distance of 270.25 feet to a point;
- (323) a line N 03° 58' 01" E a distance of 1707.41 feet to a point, at Station 1048+28.53;
- (324) a curve turning to the right, having a radius of 3485.01 feet, with a chord bearing of N 05° 51' 51" E for a distance of 270.75 feet to a point;
- (325) a curve turning to the right, having a radius of 2860.00 feet, with a chord bearing of N 13° 26' 41" E for a distance of 496.20 feet to a point;
- (326) a curve turning to the right, having a radius of 6985.00 feet, with a chord bearing of N 20° 09' 44" E for a distance of 266.18 feet to a point;
- (327) a line N 21° 09' 03" E a distance of 1288.58 feet to a point, at Station 1071+50.94;
- (328) a curve turning to the right, having a radius of 1940.00 feet, with a chord bearing of N 32° 40' 07" E for a distance of 854.75 feet to a point;
- (329) a curve turning to the right, having a radius of 2540.00 feet, with a chord bearing of N 48° 45' 06" E for a distance of 200.48 feet to a point;
- (330) a line N 51° 02' 09" E a distance of 436.89 feet to a point, at Station 1086+50.18;
- (331) a curve turning to the left, having a radius of 4952.12 feet, with a chord bearing of N 49° 41' 57" E for a distance of 248.63 feet to a point;
- (332) a curve turning to the left, having a radius of 1890.00 feet, with a chord bearing of N 37° 10' 32" E for a distance of 641.87 feet to a point;
- (333) a curve turning to the left, having a radius of 2655.00 feet, with a chord bearing of N 24° 45' 19" E for a distance of 199.95 feet to a point;
- (334) a line N 22° 48' 34" E a distance of 1757.10 feet to a point, at Station 1115+00.94;
- (335) a curve turning to the right, having a radius of 2250.00 feet, with a chord bearing of N 25° 19' 48" E for a distance of 249.87 feet to a point;
- (336) a curve turning to the right, having a radius of 1897.29 feet, with a chord bearing of N 42° 39' 23" E for a distance of 864.19 feet to a point;
- (337) a curve turning to the right, having a radius of 2456.22 feet, with a chord bearing of N 59° 32' 13" E for a distance of 262.73 feet to a point;
- (338) a line N 61° 49' 33" E a distance of 1157.83 feet to a point, at Station 1140+43.46;
- (339) a curve turning to the left, having a radius of 2630.00 feet, with a chord bearing of N 59° 25' 01" E for a distance of 261.80 feet to a point;
- (340) a curve turning to the left, having a radius of 1432.35 feet, with a chord bearing of N 43° 18' 43" E for a distance of 610.19 feet to the point of termination, Station 1149+20.27;

Said point being on the Mecklenburg/Iredell County line (See Exhibit 2) and also being located from an existing County Monument, S 83° 50' 40" E for a distance of 315.36 feet; O-Line corridor

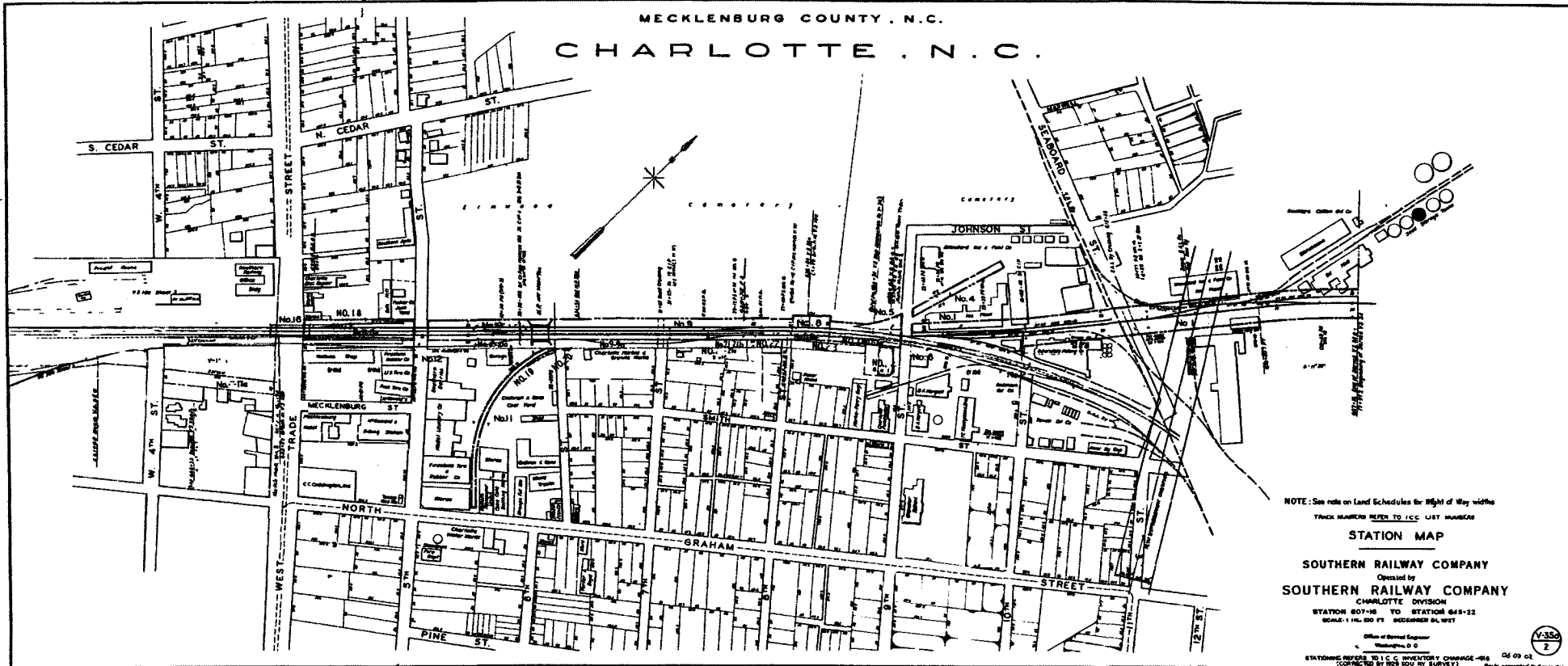
shown on recorded maps prepared by NV5 Engineers and Consultants, Inc. - Project # 2024036.04 (from Station 0+00.00 to 398+65.63, being in the center of Oak Drive), CRS Survey, PLLC – Project # 24-0062 (from Station 398+65.63, being in the center of Oak Drive, to +/- 880+45.93) and Colliers Engineering & Design Architecture, Landscape Architecture, Surveying CT, P.C. – Project # 24002869A (from Station +/- 880+45.93 to 1149+20.27, at the Mecklenburg/Iredell County line).

BEING DEPICTED ON RAILWAY VALUATION MAPS; V-35A 02, V-34 S-01A, V-34 S-01A, V-34 01, V-34 02, V-34 03, V-34 04, V-34 05, V-34 06, V-34 S06.

AFORESAID RAILWAY VALUATION MAPS ATTACHED HERETO AND MADE A PART HEREOF. BEING A PUBLIC RECORD IN THE NATIONAL ARCHIVES OF THE UNITED STATES OF AMERICA.

AN EXCLUSIVE FREIGHT EASEMENT TO BE RETAINED OVER THE AFORE DESCRIBED RAILWAY LINE BY NORFOLK SOUTHERN RAILWAY COMPANY.

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



NOTE: See note on Land Schedules for Right of Way widths
TRACK NUMBERS REFER TO ICC LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
Crossed by
SOUTHERN RAILWAY COMPANY

STATION 807-16 TO STATION 843-22
SCALE: 1 IN. = 50 FT. DECEMBER 24, 1917

Office of General Engineer

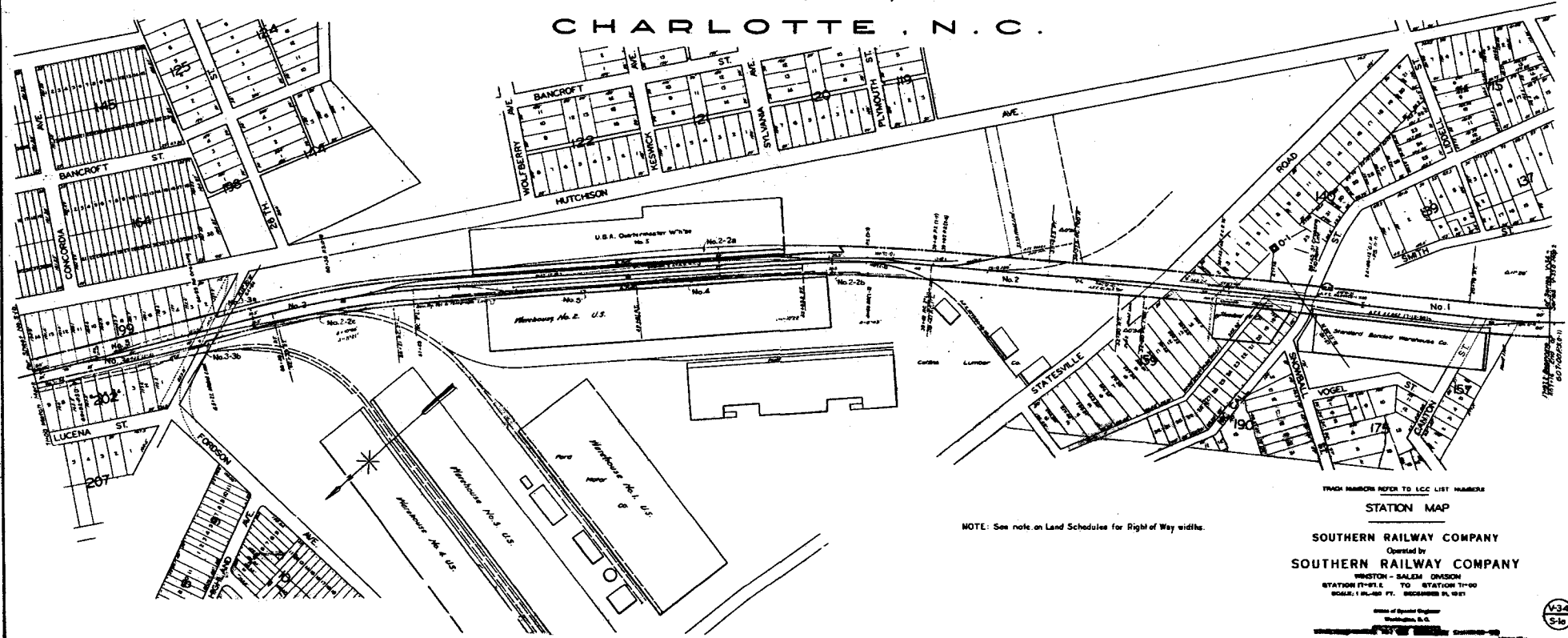
Washington, D.C.

STATIONING REFERS TO I.C.C. INVENTOR'S CORRESPONDENCE - 1916 04 09 02
CONNECTED BY N.C. R.R. SURVEY 17

V-350
2

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



TRACK MARKS REFER TO L.C.C. LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
 Operated by
SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION
 STATION 11-11.6 TO STATION 11-100
 SCALE: 1 INCH = 1 MILE
 DECEMBER 14, 1921

Office of Engineer
 Charlotte, N.C.

Copyright 1921 by Southern Railway Company

V-34
 S-16

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



NOTE: See note on Land Schedules for Right of Way widths

TRACK NUMBERS REFER TO LCC LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY

WINSTON - SALEM DIVISION
STATION THRU TO STATION 123-00

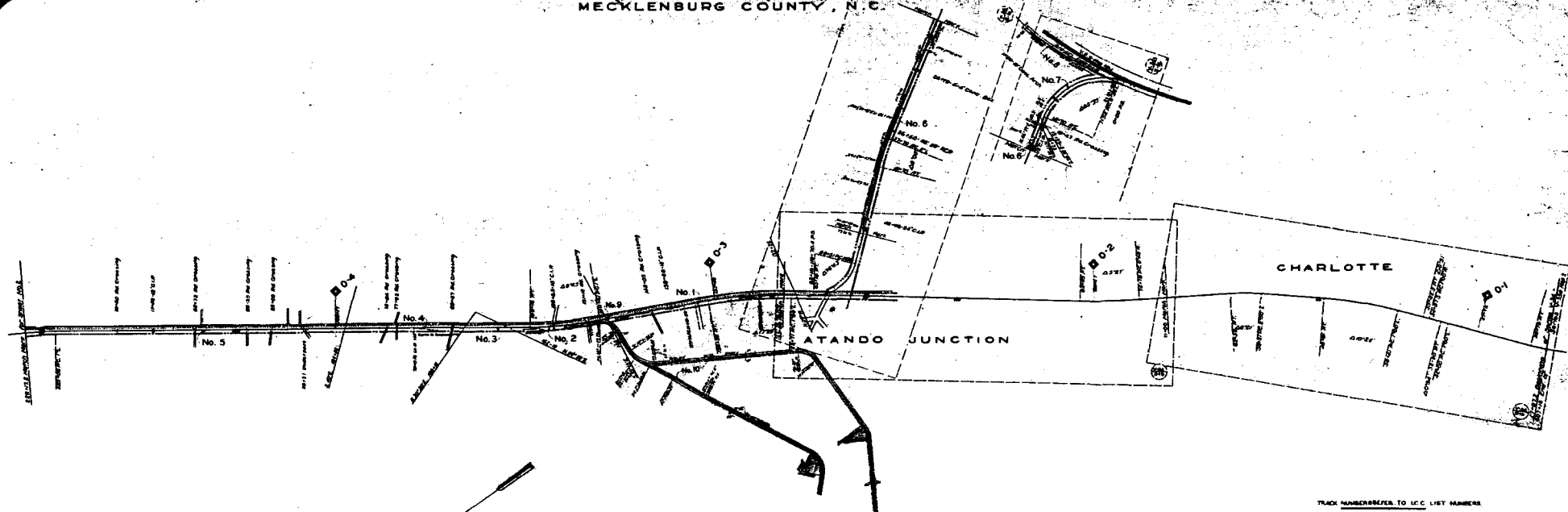
SCALE: 1 IN. = 100 FT. DECEMBER 28, 1927

Office of Southern Railway
Charlotte, N.C.
STATIONING HEREIN IS SUBJECT TO SUPERVISORY CHANGES

V-34
5-1b

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

MECKLENBURG COUNTY, N.C.



NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO U.C. LIST NUMBERS

RIGHT OF WAY AND TRACK MAP

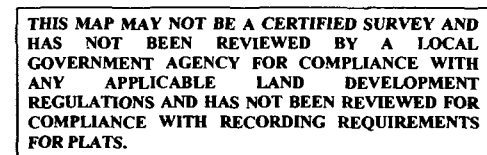
SOUTHERN RAILWAY COMPANY
Operating by
SOUTHERN RAILWAY COMPANY

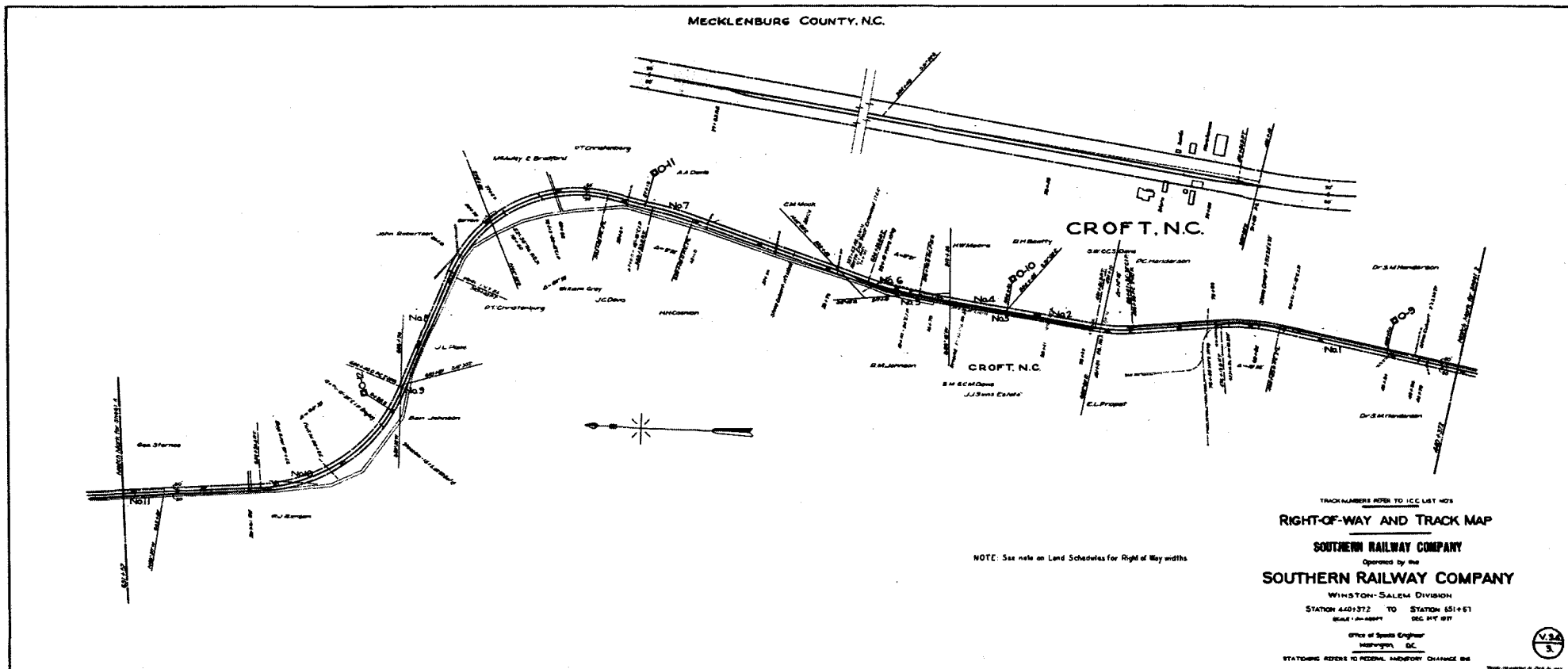
WINSTON-SALEM DIVISION

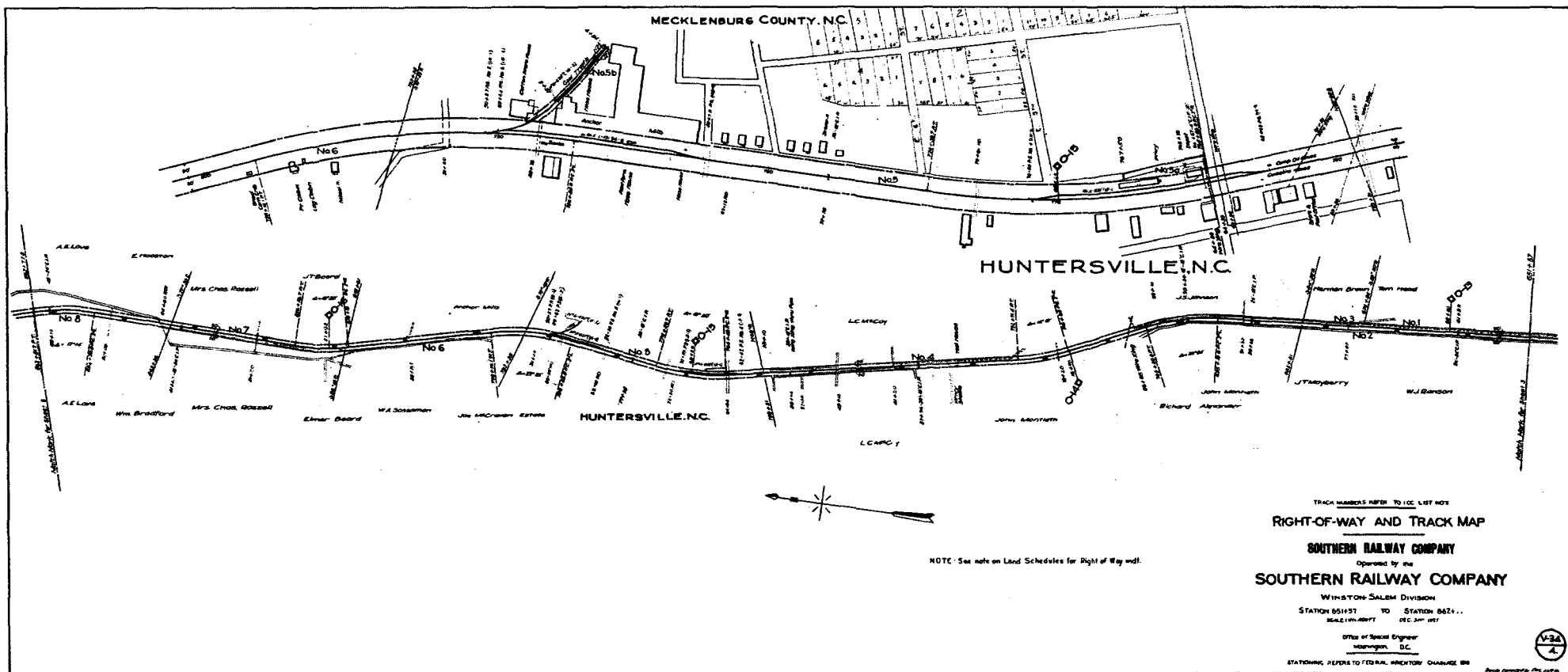
CHARLOTTE TO HENDERSONVILLE

V-34
1

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

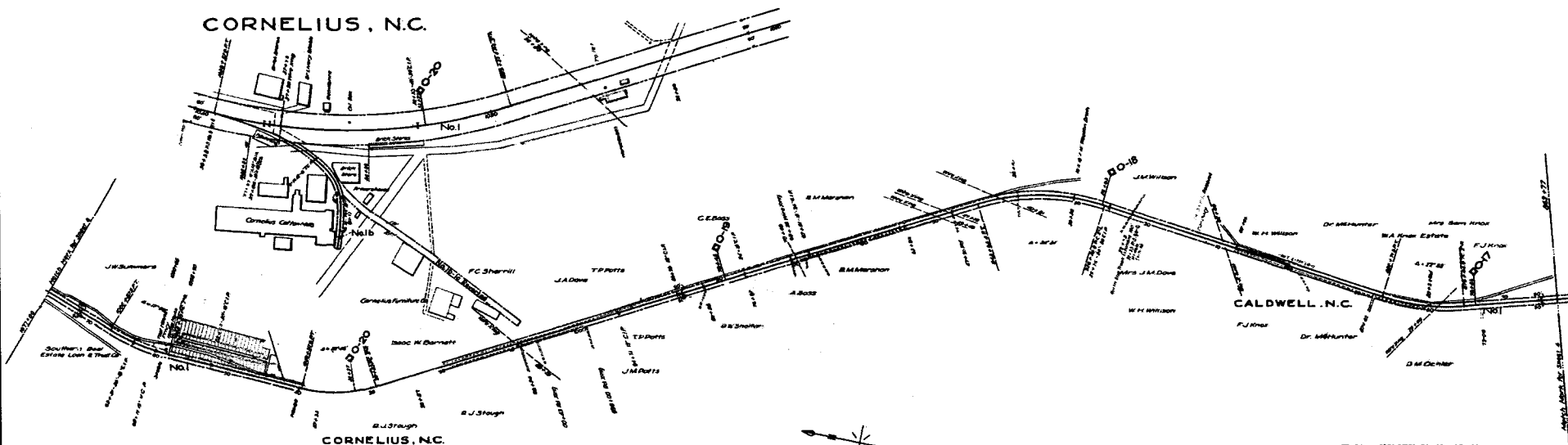






MECKLENBURG COUNTY N.C.

CORNELIUS, N.C.



NOTE: See note on Land Schedules for Right of Way widths

RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION
STATION 862 + 77 TO STATION 1023 + 57
BUILT 1914-1915 DEC 31st 1927

Office of Special Engineer
Washington, D.C.
STATIONING REFERS TO BUREAU INVENTION ORIGIN 1914



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

MECKLENBURG COUNTY, N.C.

DAVIDSON COLLEGE

DAVIDSON, N.C.

NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO CC LISTINGS

STATION MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

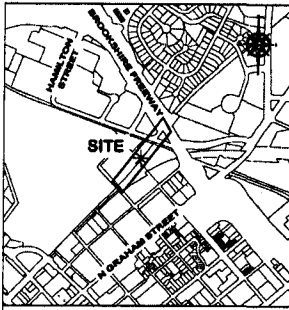
STATION 1060+00 TO STATION 1126+00
BRIDGE 1700128 FT DEC. 31ST 1927

Office of Senior Engineer
Winston-Salem, N.C.

STATIONING REFER TO DIVISION, SECTION CHANGE AND

V.34
3.4

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND
HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED FOR
COMPLIANCE WITH RECORDING REQUIREMENTS
FOR PLATS.



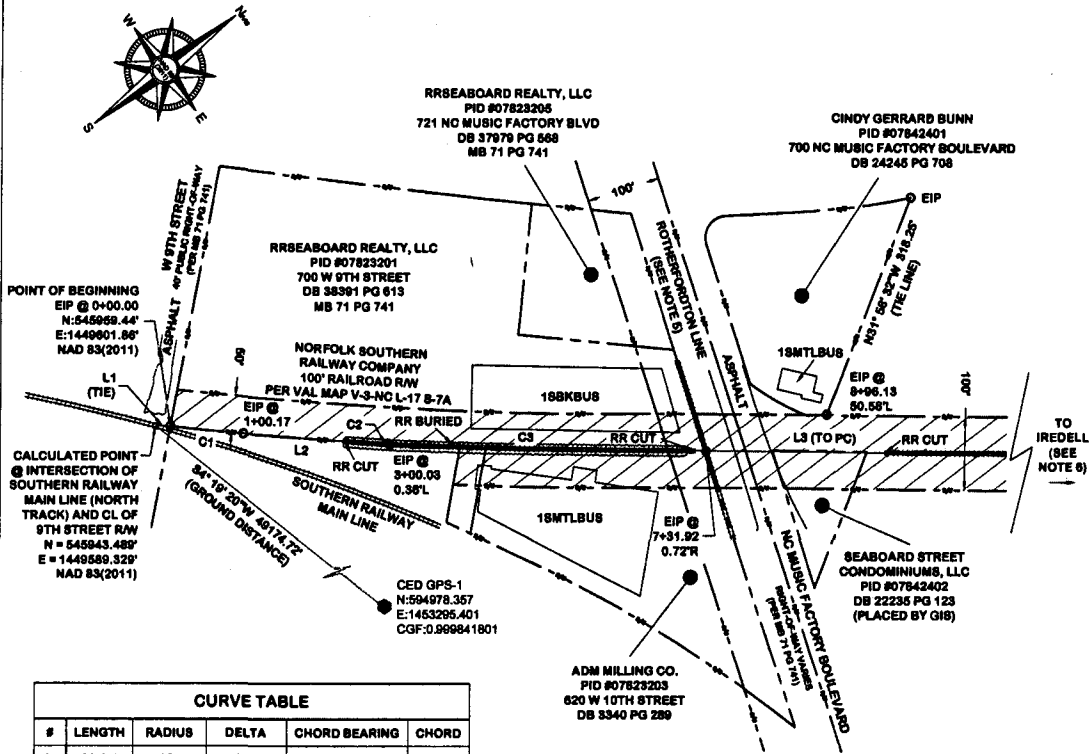
VICINITY MAP
NTS

EXHIBIT 1

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

LEGEND

- EXIST. PROPERTY LINE
- R/W- EXIST. RIGHT OF WAY LINE
- ||||| RAILROAD TRACKS
- - - - - EXIST. PROPERTY LINE
- O IRON PIN FOUND
- RR RAILROAD
- 18MTLBUS 1 STORY METAL BUSINESS BUILDING
- 18BKBUS 1 STORY BRICK BUSINESS BUILDING
- CHARTER AREA TO BE TRANSFERRED TO CITY OF CHARLOTTE



CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	99.60'	2115.43'	002°41'52"	N42° 57' 17"E	99.60'
C2	64.62'	1623.52'	002°16'50"	N40° 27' 58"E	64.62'
C3	319.86'	11238.92'	001°37'32"	N38° 30' 45"E	319.86'

LINE TABLE

#	BEARING	DISTANCE
L1	N38°08'19"E	20.29'
L2	N41°36'21"E	162.24'
L3	N37°41'59"E	496.52'

NOTES:

- 1) BEARINGS AND DISTANCES SHOWN IN PARENTHESES ARE BASED ON RECORDED MAP INFORMATION.
- 2) THIS IS NOT A BOUNDARY SURVEY.
- 3) PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENT NOT SHOWN HEREON.
- 4) DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 5) RUTHERFORDTON LINE CONTAINS A 100' RAILROAD R/W PER VAL MAP V-3N.C.
- 6) CONVEYING RIGHTS TO CITY OF CHARLOTTE FROM EAST SIDE OF WEST NINTH STREET TO MUTUAL COUNTY LINE OF MECKLENBURG AND IREDELL. NORFOLK SOUTHERN RAILWAY COMPANY TO RETAIN EXCLUSIVE FREIGHT EASEMENT.

200' 0 200'
SCALE 1" = 200'

I, CHRISTOPHER K. DRYE NCPLS L-5456, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (MAP DESCRIPTION RECORDED IN VAL MAP V-34) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS FROM INFORMATION FOUND AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; UNITS: US SURVEY FOOT THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30(M)(1) AS AMENDED; THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-30 SECTION (F)(11) D.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS DAY 8/30/2024

DocuSigned by:
CHRISTOPHER K. DRYE, NCPLS L-5456
EAE4B1C89CEC4D3



SURVEY FOR: CITY OF CHARLOTTE

RED LINE COMMUTER RAIL PROJECT O-LINE/NORTHERN CORRIDOR

OWNER: NORFOLKSOUTHERN RAILWAY COMPANY

NORFOLK SOUTHERN AT&O TRACK

SITUATED NEAR THE CITY OF CHARLOTTE, TOWNSHIP 1 CHARLOTTE, MECKLENBURG COUNTY, NC
MAP REFERENCE: VAL MAP V-34

NIV5

5814 MCALPINE PARK DRIVE SUITE 138, CHARLOTTE NC 28211 PHONE: 704-537-7300 NC LICENSE #F-1333

CREW:
SL

DRAWN BY:
SJM

SCALE:
1" = 200'

DATE:
8/30/2024

SHEET
1 OF 1

1 of 1

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2024 Sep 09 10:03 AM RE Excise Tax: \$ 148000.0
Book: 39059 Page: 685 - 719 Fee: \$ 106.00
Instrument Number: 2024085468

Fredrick Smith

This instrument prepared by:

Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, GA 30308

Return to:

Grantee

Tax Parcel does not exist for Railroad Corridor

STATE OF NORTH CAROLINA

NON-WARRANTY DEED

COUNTY OF MECKLENBURG

Excise Tax: \$148,000.00

THIS NON-WARRANTY DEED, made this 6th day of September, 2024 by and among FAE HOLDINGS NS, LLC, a Georgia limited liability company (hereinafter called Grantor), party of the first part, having an address of 289 S. Culver Street, Lawrenceville, GA 30046-4805, the CITY OF CHARLOTTE, a municipality in the State of North Carolina, (hereinafter called Grantee), party of the second part, with a tax mailing address of 600 East 4th Street, Charlotte, NC 28202, and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Norfolk Southern Railway);

W I T N E S E T H:

THAT the said Grantor, for and in consideration of the sum of SEVENTY FOUR MILLION AND 00/100 DOLLARS (\$74,000,000.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby

acknowledged, by these presents does release, remise, convey, and quitclaim all of Grantor's right, title and interest, without representation or warranty as to the quality, nature or extent of Grantor's title, unto the said Grantee, its successors and assigns, the following described property.

ALL THAT piece or parcel of land situate, lying and being between the City of Charlotte, Mecklenburg County, State of North Carolina, and the boundary separating Mecklenburg County and Iredell County, and being more particularly described and depicted as follows, to wit:

SEE **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER WITH, and subject to, all conditions, restrictions, reservations, easements, licenses and leases, whether or not of record, to the extent affecting the property conveyed herein (collectively, the "Premises").

FURTHER EXCEPTING AND RESERVING unto Norfolk Southern Railway, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable retained freight service easement in the Premises as necessary to fulfill Norfolk Southern Railway's common carrier obligation and as necessary to physically serve, with its own crews and locomotives, or the crews and locomotives of its owners, affiliates, transferees or assigns, present and future rail customers with access to the Premises, provide overhead freight service to other portions of Norfolk Southern Railway's rail systems or to the rail systems of connecting freight railroads and temporary detour or emergency overhead rail operations. Grantee acknowledges Norfolk Southern Railway's retained rights, and Grantee neither has nor will have any right to serve present and future shippers and will make no attempt to construct additional sidings to serve such shippers for its own account or to circumvent this Deed by other means,

directly or indirectly. Norfolk Southern Railway's exercise of this freight service easement and right to operate on the Premises is subject to the terms and conditions of that certain Comprehensive Rail Agreement dated as of 6th, September 2024 (hereinafter called the CRA), between Norfolk Southern Railway and Grantee, as such CRA is amended, restated or supplemented from time to time. Where apparent discrepancies are perceived between this Non-Warranty Deed and the CRA, the CRA shall control.

Grantor makes no warranty or representation, express or implied, as to the title to the property hereinabove described.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of Grantor.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever.

FURTHER, Grantee shall take the property subject to the following covenants, which shall run with the land in perpetuity and bind the successors and assigns of Grantor and Grantee: i) the property conveyed herein shall not be used for residential structures, including without limitation homes, schools, nursing homes, recreational facilities and daycare centers, and (ii) use of groundwater at and beneath the property conveyed herein for any purpose other than for investigation, monitoring, or remediation of the groundwater or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities shall be prohibited.

By execution of this deed, Norfolk Southern Railway agrees to the terms of this deed and the conditions and limitations acting upon the freight service easement. Further, Norfolk Southern Railway agrees that to the extent any terms and conditions of the freight service easement conflict

with the grant of easement contained in that certain deed from Norfolk Southern Railway to Grantor, dated as of March 15, 2024, the terms and conditions of this freight service easement shall control.

(Signature Page to Follow)

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

FAE HOLDINGS NS, LLC

BY : Kristi B. Glahn
PRINT: Kristi Glahn
TITLE: Real Estate Manager

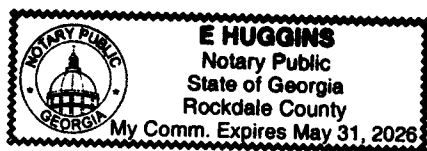
STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, a Notary Public in and for the said County, personally appeared Kristi B. Glahn known to me to be the person who, as Real Estate Manager of FAE Holdings NS, LLC, the limited liability company which executed the foregoing instrument, signed the same, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said limited liability company as such officer; that the same is his/her free act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Atlanta, Georgia, this 14th day of September, 2024.

My commission expires: 5/31/2026



E. Huggins
Notary Public

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

NORFOLK SOUTHERN RAILWAY
COMPANY

BY: Kristi B. Glahn
Print: Kristi B. Glahn
Real Estate Manager

STATE OF GEORGIA)
)ss:
COUNTY OF FULTON)

I, Elvina Huggins, a Notary Public of the County and State aforesaid, do hereby certify that Kristi B. Glahn personally came before me this day and acknowledged that the aforesaid individual is the Real Estate Manager of Norfolk Southern Railway Company and the foregoing instrument was signed by him/her, being authorized to do so, and that he/she voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official seal this 4th day of September, 2024.

E Huggins
Notary Public

(NOTARY SEAL)

My Commission Expires: 5/31/2026

This instrument prepared by:
Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, Georgia 30308

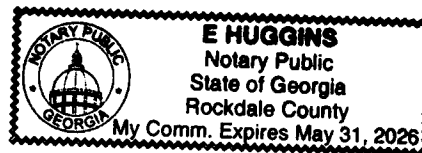


Exhibit A to Non-Warranty Deed

Legal Description

See attached.

EXHIBIT A

O Line/North Corridor-Mecklenburg County

O-Line/North Corridor being 100 feet in width, 50 feet left and right of the described below centerline, except in the following areas being referenced left and right of said centerline: From Station 0+00.00 50' left, See Exhibit 1 and Val-Map V-35a 2, at the Eastern right-of-way of W. 9th Street, to Station 3+97.07, the former Southwest right-of-way line of 10th Street; thence 100 feet in width, 50 feet left and right, from said Southwest right-of-way line, see Val-Map V-35a 2 and V-34 S-1a, to Station 40+32.63 on the Southern right-of-way of Sylvania Avenue; thence 35.5 feet left and right, from said Southern right-of-way, to Station 62+28.15 on the Southwest right-of-way of Woodward Avenue, See Map Book 1033 Page 1 recorded in the Mecklenburg County Register of Deeds office and Val Map V-34 S-1a; thence from said right-of-way line, left 43 feet and right 50 feet, to Station 63+47.76, left 43 feet and right 50 feet, thence to Station 65+53.10, left 40 feet and right 50 feet, thence to Station 67+05.49, left 38 feet and 50 feet right, thence to Station 68+76.21, left 34 feet and right 50 feet, see Val Map V-34 S-1a; thence to Station 70+77.64, left 30 feet and right 50 feet, thence to Station 72+22.27, left 27 feet and right 50 feet, thence to Station 74+03.05, left 26 feet and right 50 feet, thence to Station 75+81.16, left 23 feet and right 50 feet, thence to Station 76+86.56, left 25 feet and right 50 feet, thence to Station 79+10. 22, left 32 feet and right 50 feet, thence to Station 80+13.51, left 27 feet and right 50 feet, See Val Map V-34 S-1b; thence from said Station, to Station 585+94.04, 100 feet in width, 50 feet left and right of said centerline; thence from said Station to Station 590+62.04, it maintains the 100 feet in width corridor, 50 feet left and right, referenced from the old track that has been removed per Val Map 34-4, offsets at the following Station referenced to the new track alignment: at Station 586+00.00, left 50.46 feet and right 49.74 feet, at Station 586+50.00, left 53.55 feet and right 46.62 feet, at Station 587+00.00, left 57.09 feet and right 43.27 feet, at Station 587+50.00, left 61.27 feet and right 39.11 feet, at Station 588+00.00, left 65.81 feet and right 34.68 feet, at Station 588+50.00, left 71.13 feet and right 29.44 feet, at Station 589+00.00, left 76.28 feet and right 24.22 feet, at Station 589+50.00, left 82.78 feet and right 18.20 feet, at Station 590+00.00, left 90.78 feet and right 10.59 feet, at Station 590+43.49 left 100 feet and at Station 590+62.04 right 0 feet; thence being the property owned by Norfolk Southern Railway Company per Deed Book 26543 Page 349, Deed Book 26543 Page 355, and Deed Book 26543 Page 361, as shown on Map Book 53 Page 177 through 184, recorded in the Mecklenburg County Register of Deeds office, from Station 589+45.92, on the Western right-of-way of Everett Keith Road, to Station 645+27.93, on the centerline of a 30' Access Road Right of way per Deed Book 3994 Page 593 recorded in the Mecklenburg County Register of Deeds office; thence from Station 653+09.33 right 12.43 feet and Station 653+22.82 left 86.57 feet to Station 654+27.93, it maintains the 100 feet in width corridor, 50 feet left and right, referenced from the old track that has been removed per Val Map 34-4, offsets at the following Station referenced to

the new track alignment: at Station 653+50.00, left 82.12 feet and right 18.98 feet, at Station 654+00.00, left 74.76 feet and right 26.10 feet; thence from Station 654+27.93, to the Mecklenburg/Iredell County line, 100 feet in width, 50 feet left and right of said centerline.

O-Line/North Corridor centerline description: **BEGINNING** at an existing iron pin (See Exhibit 1) located on the Eastern right-of-way of W. 9th Street, in downtown Charlotte, NC, and having the following localized coordinates, Northing:545959.44 feet and Easting :1449601.86 feet, said iron pin being located from a point in the centerline of W. 9th Street and the intersection of Southern Railway Main Line (North Track) N 38°08'19" E 20.29 feet, said point being located S 04°19'20" W 49174.72 feet from the localization point established by Colliers Engineering & Design Architecture, Landscape Architecture, Surveying CT, P.C. and having the following NC Grid Coordinates (NAD83/2011), Northing:594978.357 feet and Easting:1453295.401 feet, Combined Scale Factor of 0.999841801, thence running from the **BEGINNING** point following along the centerline of Norfolk Southern Railway's O-Line/Northern Corridor the following 340 calls;

- (1) a curve turning to the left, having a radius of 2115.43 feet, with a chord bearing of N 42° 57' 17" E for a distance of 99.60 feet to a point;
- (2) a line N 41° 36' 21" E a distance of 162.24 feet to a point, at Station 2+61.84;
- (3) a curve turning to the left, having a radius of 1623.52 feet, with a chord bearing of N 40° 27' 56" E for a distance of 64.62 feet to a point;
- (4) a curve turning to the left, having a radius of 11238.92 feet, N 38° 30' 45" E for a distance of 318.85 feet to a point;
- (5) a line N 37° 41' 59" E a distance of 496.52 feet to a point, at Station 11+41.84;
- (6) a curve turning to the right, having a radius of 5360.33 feet, with a chord bearing of N 38° 53' 28" E for a distance of 222.90 feet to a point;
- (7) a curve turning to the right, having a radius of 2812.76 feet, with a chord bearing of N 44° 39' 40" E for a distance of 449.07 feet to a point;
- (8) a line N 49° 14' 23" E a distance of 1145.45 feet to a point, at Station 29+59.76;
- (9) a curve turning to the left, having a radius of 5336.93 feet, with a chord bearing of N 48° 43' 43" E for a distance of 95.24 feet to a point;
- (10) a line N 48° 13' 03" E a distance of 191.32 feet to a point, at Station 32+46.32;
- (11) a curve turning to the right, having a radius of 886.72 feet, with a chord bearing of N 48° 51' 06" E for a distance of 19.63 feet to a point;
- (12) a line N 49° 29' 09" E a distance of 129.51 feet to a point, at Station 33+95.46;
- (13) a curve turning to the left, having a radius of 12233.51 feet, with a chord bearing of N 48° 47' 25" E for a distance of 297.07 feet to a point;
- (14) a curve turning to the right, having a radius of 100472.29 feet, with a chord bearing of N 48° 08' 55" E for a distance of 189.88 feet to a point;

- (15) a curve turning to the left, having a radius of 500.00 feet, with a chord bearing of N 46° 14' 56" E for a distance of 34.10 feet to a point;
- (16) a line N 44° 17' 41" E a distance of 73.21 feet to a point, at Station 39+89.73;
- (17) a curve turning to the left, having a radius of 2787.54 feet, with a chord bearing of N 42° 21' 29" E for a distance of 188.42 feet to a point;
- (18) a line N 40° 25' 16" E a distance of 1316.81 feet to a point, at Station 54+94.99;
- (19) a curve turning to the left, having a radius of 2200.00 feet, with a chord bearing of N 38° 55' 30" E for a distance of 114.88 feet to a point;
- (20) a line N 37° 25' 44" E a distance of 63.73 feet to a point, at Station 56+73.61;
- (21) a curve turning to the left, having a radius of 2828.97 feet, with a chord bearing of N 35° 24' 34" E for a distance of 199.40 feet to a point;
- (22) a curve turning to the left, having a radius of 4737.16 feet, with a chord bearing of N 31° 44' 01" E for a distance of 273.79 feet to a point;
- (23) a line N 30° 04' 40" E a distance of 196.66 feet to a point, at Station 63+43.54;
- (24) a curve turning to the right, having a radius of 11332.91 feet, with a chord bearing of N 30° 28' 33" E for a distance of 157.52 feet to a point;
- (25) a curve turning to the left, having a radius of 33878.30 feet, with a chord bearing of N 30° 22' 33" E for a distance of 589.24 feet to a point;
- (26) a curve turning to the right, having a radius of 9348.35 feet, with a chord bearing of N 31° 40' 59" E for a distance of 589.10 feet to a point;
- (27) a curve turning to the right, having a radius of 1150.00 feet, with a chord bearing of N 33° 44' 52" E for a distance of 10.40 feet to a point;
- (28) a line N 34° 00' 25" E a distance of 195.77 feet to a point, at Station 78+85.68;
- (29) a curve turning to the right, having a radius of 6039.26 feet, with a chord bearing of N 34° 46' 42" E for a distance of 162.61 feet to a point;
- (30) a curve turning to the right, having a radius of 43800.79 feet, with a chord bearing of N 35° 40' 54" E for a distance of 202.03 feet to a point;
- (31) a line N 35° 48' 50" E a distance of 1409.40 feet to a point, at Station 96+59.73;
- (32) a curve turning to the right, having a radius of 419114.46 feet, with a chord bearing of N 35° 51' 28" E for a distance of 640.646 feet to a point;
- (33) a line N 35° 54' 05" E a distance of 731.83 feet to a point, at Station 110+32.19;
- (34) a curve turning to the left, having a radius of 114275.16 feet, with a chord bearing of N 35° 49' 11" E for a distance of 326.49 feet to a point;
- (35) a line N 35° 44' 16" E a distance of 778.02 feet to a point, at Station 121+36.70;
- (36) a curve turning to the left, having a radius of 3777.96 feet, with a chord bearing of N 34° 06' 53" E for a distance of 214.02 feet to a point;
- (37) a curve turning to the right, having a radius of 47600.44 feet, with a chord bearing of N 32° 32' 26" E for a distance of 81.11 feet to a point;

- (38) a curve turning to the left, having a radius of 4236.88 feet, with a chord bearing of N 30° 27' 36" E for a distance of 314.84 feet to a point;
- (39) a curve turning to the left, having a radius of 6377.15 feet, with a chord bearing of N 26° 20' 16" E for a distance of 443.57 feet to a point;
- (40) a line N 24° 20' 41" E a distance of 1530.28 feet to a point, at Station 147+20.70;
- (41) a curve turning to the right, having a radius of 5732.44 feet, with a chord bearing of N 29° 12' 06" E for a distance of 970.72 feet to a point;
- (42) a line N 34° 03' 31" E a distance of 953.27 feet to a point, at Station 166+45.86;
- (43) a curve turning to the left, having a radius of 41764.04 feet, with a chord bearing of N 34° 02' 52" E for a distance of 15.74 feet to a point;
- (44) a line N 34° 02' 13" E a distance of 342.71 feet to a point, at Station 170+04.31;
- (45) a curve turning to the left, having a radius of 2451411.51 feet, with a chord bearing of N 34° 01' 56" E for a distance of 400.24 feet to a point;
- (46) a line N 34° 01' 40" E a distance of 513.74 feet to a point, at Station 179+18.29, said point being S 73° 57' 26" W a distance of 16.68 feet from Mile Marker 4 at Station 179+31.08;
- (47) a curve turning to the right, having a radius of 120162.12 feet, with a chord bearing of N 34° 02' 49" E for a distance of 80.46 feet to a point;
- (48) a line N 34° 03' 58" E a distance of 915.82 feet to a point, at Station 189+14.57;
- (49) a curve turning to the right, having a radius of 6365017.39 feet, with a chord bearing of N 34° 03' 59" E for a distance of 93.29 feet to a point;
- (50) a line N 34° 04' 01" E a distance of 1761.39 feet to a point, at Station 207+69.24;
- (51) a curve turning to the right, having a radius of 36071.38 feet, with a chord bearing of N 34° 09' 51" E for a distance of 122.62 feet to a point;
- (52) a line N 34° 15' 42" E a distance of 310.20 feet to a point, at Station 212+02.07;
- (53) a curve turning to the left, having a radius of 46912.31 feet, with a chord bearing of N 34° 11' 22" E for a distance of 118.03 feet to a point;
- (54) a line N 34° 07' 03" E a distance of 943.20 feet to a point, at Station 222+63.30;
- (55) a curve turning to the left, having a radius of 6510.12 feet, with a chord bearing of N 33° 38' 45" E for a distance of 108.00 feet to a point;
- (56) a line N 33° 10' 14" E a distance of 72.21 feet to a point, at Station 224+43.52;
- (57) a curve turning to the left, having a radius of 2981.46 feet, with a chord bearing of N 32° 12' 42" E for a distance of 99.80 feet to a point;
- (58) a curve turning to the left, having a radius of 15114.15 feet, with a chord bearing of N 31° 00' 18" E for a distance of 130.56 feet to a point;
- (59) a curve turning to the left, having a radius of 2453.76 feet, with a chord bearing of N 29° 45' 20" E for a distance of 85.84 feet to a point;
- (60) a curve turning to the right, having a radius of 4029.60 feet, with a chord bearing of N 29° 07' 49" E for a distance of 53.02 feet to a point;

- (61) a curve turning to the left, having a radius of 2667.03 feet, with a chord bearing of N 28° 12' 08" E for a distance of 121.47 feet to a point;
- (62) a line N 26° 53' 50" E a distance of 111.98 feet to a point, at Station 230+46.20;
- (63) a curve turning to the left, having a radius of 2207.46 feet, with a chord bearing of N 25° 55' 27" E for a distance of 74.99 feet to a point;
- (64) a line N 24° 57' 03" E a distance of 107.73 feet to a point, at Station 232+28.92;
- (65) a curve turning to the left, having a radius of 3383.09 feet, with a chord bearing of N 23° 45' 13" E for a distance of 141.37 feet to a point;
- (66) a curve turning to the left, having a radius of 7880.06 feet, with a chord bearing of N 21° 13' 51" E for a distance of 364.62 feet to a point, at Station 237+34.95, said point being N 10° 30' 27" E a distance of 76.96 feet from Mile Marker 5 at Station 236+59.15;
- (67) a line N 19° 54' 18" E a distance of 861.51 feet to a point, at Station 245+96.47;
- (68) a curve turning to the left, having a radius of 2289.73 feet, with a chord bearing of N 19° 16' 07" E for a distance of 50.87 feet to a point;
- (69) a curve turning to the left, having a radius of 4262.39 feet, with a chord bearing of N 17° 37' 03" E for a distance of 150.99 feet to a point;
- (70) a curve turning to the left, having a radius of 1332.52 feet, with a chord bearing of N 14° 52' 47" E for a distance of 80.13 feet to a point;
- (71) a line N 13° 09' 24" E a distance of 46.44 feet to a point, at Station 249+24.90;
- (72) a curve turning to the left, having a radius of 1120.17 feet, with a chord bearing of N 10° 58' 01" E for a distance of 85.61 feet to a point;
- (73) a curve turning to the left, having a radius of 8644.17 feet, with a chord bearing of N 08° 30' 36" E for a distance of 80.54 feet to a point;
- (74) a curve turning to the left, having a radius of 1150.47 feet, with a chord bearing of N 06° 16' 31" E for a distance of 79.02 feet to a point;
- (75) a curve turning to the left, having a radius of 2906.14 feet, with a chord bearing of N 03° 04' 13" E for a distance of 125.45 feet to a point;
- (76) a curve turning to the left, having a radius of 1167.43 feet, with a chord bearing of N 00° 31' 00" W for a distance of 95.76 feet to a point;
- (77) a curve turning to the left, having a radius of 2775.31 feet, with a chord bearing of N 04° 02' 48" W for a distance of 114.26 feet to a point;
- (78) a curve turning to the left, having a radius of 1639.79 feet, with a chord bearing of N 08° 00' 00" W for a distance of 158.70 feet to a point;
- (79) a curve turning to the left, having a radius of 16895.89 feet, with a chord bearing of N 10° 51' 16" W for a distance of 47.63 feet to a point;
- (80) a curve turning to the left, having a radius of 1346.84 feet, with a chord bearing of N 12° 23' 40" W for a distance of 68.60 feet to a point;

- (81) a curve turning to the left, having a radius of 2128.82 feet, with a chord bearing of N 16° 55' 44" W for a distance of 228.39 feet to a point;
- (82) a curve turning to the left, having a radius of 1765.55 feet, with a chord bearing of N 26° 25' 45" W for a distance of 395.17 feet to a point;
- (83) a curve turning to the left, having a radius of 4783.31 feet, with a chord bearing of N 33° 37' 10" W for a distance of 127.68 feet to a point;
- (84) a line N 34° 23' 03" W a distance of 231.20 feet to a point, at Station 267+64.00;
- (85) a curve turning to the left, having a radius of 27123.12 feet, with a chord bearing of N 34° 33' 50" W for a distance of 170.11 feet to a point;
- (86) a curve turning to the left, having a radius of 2884.33 feet, with a chord bearing of N 36° 33' 23" W for a distance of 182.50 feet to a point;
- (87) a curve turning to the left, having a radius of 2531.06 feet, with a chord bearing of N 40° 22' 48" W for a distance of 177.60 feet to a point;
- (88) a curve turning to the left, having a radius of 3421.01 feet, with a chord bearing of N 42° 57' 02" W for a distance of 66.89 feet to a point;
- (89) a curve turning to the left, having a radius of 1913.91 feet, with a chord bearing of N 44° 34' 14" W for a distance of 70.79 feet to a point;
- (90) a curve turning to the left, having a radius of 9216.55 feet, with a chord bearing of N 45° 51' 46" W for a distance of 74.85 feet to a point;
- (91) a curve turning to the left, having a radius of 2215.31 feet, with a chord bearing of N 47° 18' 05" W for a distance of 93.24 feet to a point;
- (92) a curve turning to the left, having a radius of 2812.13 feet, with a chord bearing of N 56° 57' 44" W for a distance of 826.93 feet to a point;
- (93) a curve turning to the left, having a radius of 3840.15 feet, with a chord bearing of N 66° 18' 38" W for a distance of 119.79 feet to a point;
- (94) a curve turning to the right, having a radius of 227226.07 feet, with a chord bearing of N 67° 10' 50" W for a distance of 188.38 feet to a point;
- (95) a line N 67° 09' 24" W a distance of 186.99 feet to a point, at Station 289+25.16, said point being S 50° 58' 19" E a distance of 53.65 feet from Mile Marker 6 at Station 289+76.68;
- (96) a curve turning to the left, having a radius of 120106.18 feet, with a chord bearing of N 67° 11' 11" W for a distance of 124.48 feet to a point;
- (97) a line N 67° 12' 58" W a distance of 2257.30 feet to a point, at Station 313+06.95;
- (98) a curve turning to the left, having a radius of 69255.02 feet, with a chord bearing of N 67° 17' 17" W for a distance of 173.45 feet to a point;
- (99) a line N 67° 21' 35" W a distance of 374.76 feet to a point, at Station 318+55.16;
- (100) a curve turning to the right, having a radius of 138764.03 feet, with a chord bearing of N 67° 16' 28" W for a distance of 413.38 feet to a point;
- (101) a line N 67° 11' 20" W a distance of 497.35 feet to a point, at Station 327+65.89;

- (102) a curve turning to the right, having a radius of 3850.00 feet, with a chord bearing of N 65° 54' 57" W for a distance of 171.07 feet to a point;
- (103) a line N 64° 38' 34" W a distance of 63.52 feet to a point, at Station 330+00.49;
- (104) a curve turning to the right, having a radius of 1658.59 feet, with a chord bearing of N 62° 34' 40" W for a distance of 119.53 feet to a point;
- (105) a curve turning to the right, having a radius of 15372.50 feet, with a chord bearing of N 60° 22' 46" W for a distance of 71.47 feet to a point;
- (106) a curve turning to the right, having a radius of 2092.67 feet, with a chord bearing of N 58° 30' 55" W for a distance of 126.43 feet to a point;
- (107) a curve turning to the right, having a radius of 3659.28 feet, with a chord bearing of N 55° 31' 19" W for a distance of 161.22 feet to a point;
- (108) a curve turning to the right, having a radius of 2414.19 feet, with a chord bearing of N 52° 14' 07" W for a distance of 170.57 feet to a point;
- (109) a curve turning to the right, having a radius of 30110.90 feet, with a chord bearing of N 49° 55' 36" W for a distance of 298.58 feet to a point;
- (110) a line N 49° 38' 34" W a distance of 320.72 feet to a point, at Station 342+69.11;
- (111) a curve turning to the right, having a radius of 10435.89 feet, at Station 343+05.97, with a chord bearing of N 49° 32' 29" W for a distance of 36.86 feet to a point, said point being S 19° 09' 33" W a distance of 13.42 feet from Mile Marker 7 at Station 343+10.87;
- (112) a curve turning to the left, having a radius of 96826.00 feet, with a chord bearing of N 49° 29' 53" W for a distance of 195.26 feet to a point;
- (113) a line N 49° 33' 21.0" W a distance of 41.23 feet to a point, at Station 345+42.46;
- (114) a curve turning to the left, having a radius of 128731.90 feet, with a chord bearing of N 49° 34' 28" W for a distance of 84.04 feet to a point;
- (115) a line N 49° 35' 36" W a distance of 1241.04 feet to a point, at Station 358+67.53;
- (116) a curve turning to the left, having a radius of 1336447.66 feet, with a chord bearing of N 49° 36' 37" W for a distance of 789.87 feet to a point;
- (117) a curve turning to the right, having a radius of 173959.75 feet, with a chord bearing of N 49° 36' 32" W for a distance of 111.40 feet to a point;
- (118) a curve turning to the right, having a radius of 3400.00 feet, with a chord bearing of N 48° 00' 39" W for a distance of 187.44 feet to a point;
- (119) a curve turning to the right, having a radius of 1718.74 feet, with a chord bearing of N 40° 48' 36" W for a distance of 336.71 feet to a point;
- (120) a curve turning to the right, having a radius of 1942.24 feet, with a chord bearing of N 31° 46' 51" W for a distance of 230.92 feet to a point;
- (121) a curve turning to the right, having a radius of 1892.07 feet, with a chord bearing of N 23° 22' 11" W for a distance of 330.00 feet to a point;

- (122) a curve turning to the right, having a radius of 1970.52 feet, with a chord bearing of N 14° 45' 20" W for a distance of 248.24 feet to a point;
- (123) a curve turning to the right, having a radius of 1823.66 feet, with a chord bearing of N 09° 28' 01" W for a distance of 106.75 feet to a point;
- (124) a curve turning to the right, having a radius of 1938.37 feet, with a chord bearing of N 02° 08' 36" W for a distance of 381.43 feet to a point;
- (125) a curve turning to the right, having a radius of 1825.43 feet, with a chord bearing of N 06° 05' 10" E for a distance of 164.53 feet to a point;
- (126) a curve turning to the right, having a radius of 2053.92 feet, with a chord bearing of N 11° 03' 02" E for a distance of 170.70 feet to a point;
- (127) a curve turning to the right, having a radius of 1777.15 feet, with a chord bearing of N 17° 11' 10" E for a distance of 232.70 feet to a point;
- (128) a curve turning to the right, having a radius of 1666.00 feet, with a chord bearing of N 23° 04' 05" E for a distance of 123.73 feet to a point;
- (129) a curve turning to the right, having a radius of 2967.77 feet, with a chord bearing of N 27° 05' 12" E for a distance of 195.82 feet to a point, at Station 394+80.02, said point being S 46° 15' 29" W a distance of 57.03 feet from Mile Marker 8 at Station 395+34.45;
- (130) a curve turning to the right, having a radius of 26765.64 feet, with a chord bearing of N 29° 04' 08" E for a distance of 268.86 feet to a point;
- (131) a line N 29° 21' 24" E a distance of 89.96 feet to a point, at Station 398+38.84;
- (132) a line N 29° 21' 24" E a distance of 768.77 feet to a point, at Station 406+07.61;
- (133) a line N 29° 17' 27" E a distance of 175.82 feet to a point, at Station 407+83.44;
- (134) a line N 28° 55' 59" E a distance of 48.00 feet to a point, at Station 408+31.44;
- (135) a line N 28° 23' 24" E a distance of 33.11 feet to a point, at Station 408+64.55;
- (136) a line N 27° 46' 57" E a distance of 28.53 feet to a point, at Station 408+93.08;
- (137) a curve turning to the left, having a radius of 2788.33 feet, with a chord bearing of N 19° 32' 50" E for a distance of 798.79 feet to a point;
- (138) a line N 11° 18' 43" E a distance of 4160.44 feet to a point, at Station 458+55.07, said point being N 10° 14' 45" E a distance of 685.40 feet from Mile Marker 9 at Station 451+69.79;
- (139) a line N 11° 11' 49" E a distance of 453.73 feet to a point, at Station 463+08.80;
- (140) a line N 10° 40' 58" E a distance of 108.96 feet to a point, at Station 464+17.76;
- (141) a curve turning to the left, having a radius of 2672.73 feet, with a chord bearing of N 03° 08' 43" E for a distance of 701.21 feet to a point;
- (142) a line N 04° 23' 33" W a distance of 66.80 feet to a point, at Station 471+87.79;
- (143) a line N 05° 14' 34" W a distance of 825.61 feet to a point, at Station 480+13.40;
- (144) a line N 05° 01' 38" W a distance of 157.66 feet to a point, at Station 481+71.06;
- (145) a line N 04° 44' 58" W a distance of 95.56 feet to a point, at Station 482+66.62;

- (146) a line N 04° 02' 42" W a distance of 91.30 feet to a point, at Station 483+57.92;
- (147) a line N 03° 28' 17" W a distance of 30.39 feet to a point, at Station 483+88.31;
- (148) a line N 02° 42' 07" W a distance of 33.52 feet to a point, at Station 484+21.83;
- (149) A curve turning to the right, having a radius of 1737.69 feet, a chord bearing of N 02° 44' 42" E for a distance of 329.91 feet to a point;
- (150) a line N 08° 11' 32" E a distance of 39.36 feet to a point, at Station 487+91.59;
- (151) a line N 09° 00' 16" E a distance of 220.12 feet to a point, at Station 490+11.71;
- (152) a line N 09° 02' 28" E a distance of 2226.55 feet to a point, at Station 512+38.26, said point being N 08° 09' 57" E a distance of 1030.01 feet from Mile Marker 10 at Station 502+08.37;
- (153) a line N 09° 08' 58" E a distance of 242.49 feet to a point, at Station 514+80.76;
- (154) a line N 09° 24' 42" E a distance of 78.12 feet to a point, at Station 515+58.88;
- (155) a curve turning to the right, having a radius of 4300.16 feet, with a chord bearing of N 11° 10' 46" E for a distance of 265.32 feet to a point;
- (156) a line N 12° 56' 50" E a distance of 19.65 feet to a point, at Station 518+43.89;
- (157) a line N 14° 03' 39" E a distance of 83.71 feet to a point, at Station 519+27.60;
- (158) a line N 15° 19' 02" E a distance of 48.23 feet to a point, at Station 519+75.83;
- (159) a curve turning to the right, having a radius of 4368.52 feet, with a chord bearing of N 16° 45' 51" E for a distance of 220.63 feet to a point;
- (160) a line N 18° 12' 40" E a distance of 357.85 feet to a point, at Station 525+54.33;
- (161) a line N 18° 24' 34" E a distance of 96.10 feet to a point, at Station 526+50.44;
- (162) a line N 18° 19' 14" E a distance of 345.34 feet to a point, at Station 529+95.78;
- (163) a line N 18° 22' 34" E a distance of 1733.81 feet to a point, at Station 547+29.59;
- (164) a curve turning to the left, having a radius of 5127.49 feet, with a chord bearing of N 15° 31' 00" E for a distance of 510.06 feet to a point;
- (165) a line N 12° 39' 57" E a distance of 151.93 feet to a point, at Station 553+91.79, said point being S 21° 23' 55" W a distance of 93.40 feet from Mile Marker 11 at Station 554+84.06;
- (166) a line N 12° 28' 59" E a distance of 310.19 feet to a point, at Station 557+01.99;
- (167) a line N 12° 23' 48" E a distance of 164.18 feet to a point, at Station 558+66.17;
- (168) a line N 12° 09' 19" E a distance of 106.03 feet to a point, at Station 559+72.19;
- (169) a line N 10° 48' 49" E a distance of 124.63 feet to a point, at Station 560+96.83;
- (170) a line N 08° 52' 17" E a distance of 51.75 feet to a point, at Station 561+48.57;
- (171) a curve turning to the left, having a radius of 1626.43 feet, with a chord bearing of N 04° 55' 24" E for a distance of 223.97 feet to a point;
- (172) a line N 00° 58' 31" E a distance of 44.99 feet to a point, at Station 564+17.70;
- (173) a line N 00° 31' 14" W a distance of 48.45 feet to a point, at Station 564+66.15;
- (174) a line N 01° 42' 42" W a distance of 48.62 feet to a point, at Station 565+14.77;
- (175) a line N 03° 08' 50" W a distance of 48.26 feet to a point, at Station 565+63.03;

- (176) a line N 04° 35' 03" W a distance of 47.15 feet to a point, at Station 566+10.18;
- (177) a curve turning to the left, having a radius of 1542.41 feet, with a chord bearing of N 08° 19' 15" W for a distance of 201.03 feet to a point;
- (178) a line N 12° 03' 26" W a distance of 42.64 feet to a point, at Station 568+54.00;
- (179) a line N 13° 32' 06" W a distance of 48.69 feet to a point, at Station 569+02.69;
- (180) a line N 14° 54' 16" W a distance of 47.13 feet to a point, at Station 569+49.82;
- (181) a curve turning to the left, having a radius of 1602.10 feet, with a chord bearing of N 18° 17' 40" W for a distance of 189.48 feet to a point;
- (182) a line N 21° 41' 05" W a distance of 55.69 feet to a point, at Station 571+95.10;
- (183) a line N 23° 16' 01" W a distance of 46.49 feet to a point, at Station 572+41.59;
- (184) a curve turning to the left, having a radius of 1182.58 feet, with a chord bearing of N 27° 14' 13" W for a distance of 163.75 feet to a point;
- (185) a line N 31° 12' 25" W a distance of 148.17 feet to a point, at Station 575+53.64;
- (186) a line N 31° 34' 01" W a distance of 52.19 feet to a point, at Station 576+05.83;
- (187) a line N 34° 38' 35" W a distance of 24.94 feet to a point, at Station 576+30.77;
- (188) a line N 36° 19' 31" W a distance of 48.76 feet to a point, at Station 576+79.54;
- (189) a line N 37° 57' 06" W a distance of 48.46 feet to a point, at Station 577+27.99;
- (190) a curve turning to the left, having a radius of 1658.02 feet, with a chord bearing of N 41° 32' 10" W for a distance of 207.32 feet to a point;
- (191) a line N 45° 07' 14" W a distance of 37.58 feet to a point, at Station 579+73.02;
- (192) a line N 46° 49' 35" W a distance of 47.38 feet to a point, at Station 580+20.40;
- (193) a curve turning to the left, having a radius of 1554.62 feet, with a chord bearing of N 49° 30' 20" W for a distance of 145.34 feet to a point;
- (194) a line N 52° 11' 05" W a distance of 46.34 feet to a point, at Station 582+12.13;
- (195) a line N 53° 53' 53" W a distance of 48.04 feet to a point, at Station 582+60.17;
- (196) a line N 55° 29' 20" W a distance of 47.77 feet to a point, at Station 583+07.94;
- (197) Said curve turning to the left, having a radius of 1579.63 feet, with a chord bearing of N 58° 08' 22" W for a distance of 146.10 feet to a point;
- (198) a line N 60° 47' 24" W a distance of 43.84 feet to a point, at Station 584+97.93;
- (199) a line N 61° 43' 29" W a distance of 48.29 feet to a point, at Station 585+46.22;
- (200) a line N 62° 20' 27" W a distance of 96.57 feet to a point, at Station 586+42.78;
- (201) a line N 62° 39' 43" W a distance of 144.85 feet to a point, at Station 587+87.63;
- (202) a line N 62° 11' 19" W a distance of 95.96 feet to a point, at Station 588+83.59;
- (203) a curve turning to the right, having a radius of 1979.74 feet, with a chord bearing of N 57° 38' 55" W for a distance of 313.41 feet to a point;
- (204) a line N 53° 06' 32" W a distance of 23.13 feet to a point, at Station 592+20.45;
- (205) a line N 51° 28' 12" W a distance of 47.60 feet to a point, at Station 592+68.06;

- (206) a curve turning to the right, having a radius of 1623.53 feet, with a chord bearing of N 48° 36' 59" W for a distance of 161.67 feet to a point;
- (207) a line N 45° 45' 45" W a distance of 35.41 feet to a point, at Station 594+65.20;
- (208) a line N 44° 24' 22" W a distance of 49.28 feet to a point, at Station 595+14.48;
- (209) a curve turning to the right, having a radius of 1382.53 feet, with a chord bearing of N 41° 20' 19" W for a distance of 147.96 feet to a point;
- (210) a line N 38° 16' 16" W a distance of 47.87 feet to a point, at Station 597+10.38;
- (211) a line N 36° 59' 12" W a distance of 48.79 feet to a point, at Station 597+59.18;
- (212) a curve turning to the right, having a radius of 1420.88 feet, with a chord bearing of N 34° 02' 32" W for a distance of 145.99 feet to a point;
- (213) a line N 31° 05' 51" W a distance of 49.45 feet to a point, at Station 599+54.68;
- (214) a line N 29° 43' 43" W a distance of 48.05 feet to a point, at Station 600+02.73;
- (215) a curve turning to the right, having a radius of 1403.62 feet, with a chord bearing of N 27° 03' 33" W for a distance of 130.75 feet to a point;
- (216) a line N 24° 23' 22" W a distance of 64.19 feet to a point, at Station 601+97.72, said point being N 59° 43' 46" W a distance of 27.07 feet from Mile Marker 12 at Station 601+75.64;
- (217) a line N 23° 46' 04" W a distance of 195.51 feet to a point, at Station 603+93.23;
- (218) a line N 23° 41' 22" W a distance of 592.56 feet to a point, at Station 609+85.78;
- (219) a line N 23° 32' 12" W a distance of 95.84 feet to a point, at Station 610+81.62;
- (220) a curve turning to the left, having a radius of 6227.72 feet, with a chord bearing of N 25° 02' 08" W for a distance of 325.85 feet to a point;
- (221) a line N 26° 32' 05" W a distance of 270.39 feet to a point, at Station 616+77.90;
- (222) a line N 26° 36' 52" W a distance of 198.89 feet to a point, at Station 618+76.80;
- (223) a line N 26° 33' 49" W a distance of 2716.36 feet to a point, at Station 645+93.16;
- (224) a line N 26° 05' 26" W a distance of 98.90 feet to a point, at Station 646+92.07;
- (225) a line N 24° 57' 28" W a distance of 49.34 feet to a point, at Station 647+41.40;
- (226) a line N 23° 59' 32" W a distance of 49.30 feet to a point, at Station 647+90.70;
- (227) a line N 23° 00' 57" W a distance of 49.30 feet to a point, at Station 648+40.00;
- (228) a line N 22° 10' 47" W a distance of 49.51 feet to a point, at Station 648+89.52;
- (229) a line N 20° 58' 49" W a distance of 49.24 feet to a point, at Station 649+38.75;
- (230) a line N 20° 09' 43" W a distance of 48.87 feet to a point, at Station 649+87.63;
- (231) a line N 19° 04' 14" W a distance of 49.11 feet to a point, at Station 650+36.74;
- (232) a line N 18° 09' 54" W a distance of 49.21 feet to a point, at Station 650+85.95;
- (233) a line N 17° 07' 10" W a distance of 49.09 feet to a point, at Station 651+35.03;
- (234) a line N 16° 11' 29" W a distance of 49.10 feet to a point, at Station 651+84.14;
- (235) a line N 15° 13' 30" W a distance of 49.22 feet to a point, at Station 652+33.36;
- (236) a line N 14° 05' 25" W a distance of 49.06 feet to a point, at Station 652+82.41;

- (237) a curve turning to the right, having a radius of 2503.78 feet, with a chord bearing of N 11° 08' 36" W for a distance of 257.44 feet to a point;
- (238) a line N 08° 11' 47" W a distance of 36.02 feet to a point, at Station 655+75.99;
- (239) a line N 07° 15' 38" W a distance of 47.80 feet to a point, at Station 656+23.80, said point being S 24° 48' 49" W a distance of 54.23 feet from Mile Marker 13 at Station 656+70.34;
- (240) a curve turning to the right, having a radius of 2240.62 feet, with a chord bearing of N 05° 33' 43" W for a distance of 132.83 feet to a point;
- (241) a line N 03° 51' 42" W a distance of 2343.09 feet (to a point, at Station 680+99.74;
- (242) a line N 03° 47' 53" W a distance of 297.55 feet to a point, at Station 683+97.29;
- (243) a line N 04° 05' 24" W a distance of 197.78 feet to a point, at Station 685+95.06;
- (244) a line N 04° 57' 43" W a distance of 49.20 feet to a point, at Station 686+44.26;
- (245) a curve turning to the left, having a radius of 2435.06 feet, with a chord bearing of N 07° 55' 46" W for a distance of 252.12 feet to a point;
- (246) a line N 10° 53' 49" W a distance of 43.90 feet to Station 689+40.40;
- (247) a line N 11° 49' 25" W a distance of 49.34 feet to Station 689+89.73;
- (248) a line N 13° 08' 46" W a distance of 49.01 feet to Station 690+38.74;
- (249) a line N 14° 00' 37" W a distance of 48.86 feet to Station 690+87.61;
- (250) a line N 15° 04' 28" W a distance of 49.11 feet to Station 691+36.72;
- (251) a line N 15° 56' 46" W a distance of 48.95 feet to Station 691+85.67;
- (252) a curve turning to the left, having a radius of 2308.60 feet, with a chord bearing of N 19° 17' 06" W for a distance of 268.93 feet to a point;
- (253) a line N 22° 37' 27" W a distance of 51.28 feet to a point, at Station 695+06.03;
- (254) a line N 23° 43' 59" W a distance of 96.55 feet to a point, at Station 696+02.58;
- (255) a line N 24° 08' 05" W a distance of 197.53 feet to a point, at Station 698+00.11;
- (256) a line N 24° 14' 50" W a distance of 692.14 feet to a point, at Station 704+92.25;
- (257) a line N 24° 04' 50" W a distance of 197.85 feet to a point, at Station 706+90.10, said point being S 28° 02' 07" W a distance of 23.26 feet from Mile Marker 14 at Station 707+04.55;
- (258) a line N 23° 33' 20" W a distance of 48.18 feet to a point, at Station 707+38.28;
- (259) a curve turning to the right, having a radius of 2771.96 feet, with a chord bearing of N 19° 43' 18" W for a distance of 370.68 feet to a point;
- (260) a line N 15° 53' 16" W a distance of 24.13 feet to a point, at Station 711+33.37;
- (261) a line N 14° 41' 41" W a distance of 48.69 feet to a point, at Station 711+82.06;
- (262) a curve turning to the right, having a radius of 2019.82 feet, with a chord bearing of N 12° 47' 04" W for a distance of 134.66 feet to a point;
- (263) a line N 10° 52' 26" W a distance of 63.34 feet to a point, at Station 713+80.08;
- (264) a line N 10° 13' 37" W a distance of 397.37 feet to a point, at Station 717+77.45;
- (265) a line N 10° 04' 12" W a distance of 3278.36 feet to a point, at Station 750+55.81;

- (266) a line N 10° 09' 56" W a distance of 396.04 feet to a point, at Station 754+51.85;
- (267) a line N 09° 42' 15" W a distance of 98.73 feet to a point, at Station 755+50.58;
- (268) a curve turning to the right, having a radius of 2353.99 feet, with a chord bearing of N 06° 41' 47" W for a distance of 247.05 feet to a point;
- (269) a line N 03° 41' 18" W a distance of 48.36 feet to a point, at Station 758+46.10;
- (270) a line N 02° 37' 25" W a distance of 49.44 feet to a point, at Station 758+95.55, said point being S 15° 25' 58" E a distance of 69.20 feet from Mile Marker 15 at Station 759+62.60;
- (271) a curve turning to the right, having a radius of 2504.18 feet, with a chord bearing of N 00° 51' 39" E for a distance of 304.38 feet to a point;
- (272) a line N 04° 20' 42" E a distance of 43.57 feet to a point, at Station 762+43.69;
- (273) a line N 05° 40' 42" E a distance of 46.45 feet to a point, at Station 762+90.14;
- (274) a curve turning to the right, having a radius of 2369.06 feet, with a chord bearing of N 07° 42' 40" E for a distance of 168.08 feet to a point;
- (275) a line N 09° 43' 19" E a distance of 1028.64 feet to a point, at Station 774+86.90;
- (276) a line N 09° 30' 46" E a distance of 198.81 feet to a point, at Station 776+85.71;
- (277) a line N 09° 02' 35" E a distance of 99.26 feet to a point, at Station 777+84.97;
- (278) a line N 07° 44' 58" E a distance of 99.41 feet to a point, at Station 778+84.38;
- (279) a line N 05° 44' 04" E a distance of 99.57 feet to a point, at Station 779+83.95;
- (280) a line N 03° 41' 01" E a distance of 99.20 feet to a point, at Station 780+83.15;
- (281) a line N 01° 31' 44" E a distance of 99.69 feet to a point, at Station 781+82.84;
- (282) a line N 00° 34' 54" W a distance of 99.52 feet to a point, at Station 782+82.37;
- (283) a line N 01° 51' 40" W a distance of 50.99 feet to a point, at Station 783+33.35;
- (284) a line N 03° 09' 43" W a distance of 36.75 feet to a point, at Station 783+70.10;
- (285) a curve turning to the left, having a radius of 2900.46 feet, with a chord bearing of N 08° 00' 10" W for a distance of 489.53 feet to a point;
- (286) a line N 12° 50' 37" W a distance of 1815.03 feet to a point, at Station 806+75.24;
- (287) a line N 12° 41' 06" W a distance of 99.76 feet to a point, at Station 807+75.00;
- (288) a line N 12° 26' 07" W a distance of 97.98 feet to a point, at Station 808+72.98;
- (289) a curve turning to the right, having a radius of 2598.29 feet, with a chord bearing of N 08° 45' 09" W for a distance of 333.79 feet to a point, at Station 812+07.00, said point being N 19° 20' 00" W a distance of 65.91 feet from Mile Marker 16 at Station 811+42.73;
- (290) a line N 05° 04' 10" W a distance of 66.88 feet to a point, at Station 812+73.88;
- (291) a line N 02° 57' 17" W a distance of 95.71 feet to a point, at Station 813+69.59;
- (292) a curve turning to the right, having a radius of 1890.07 feet, with a chord bearing of N 00° 28' 30" W for a distance of 163.54 feet to a point;
- (293) a line N 02° 00' 17" E a distance of 181.20 feet to a point, at Station 817+14.38;
- (294) a line N 02° 12' 25" E a distance of 2316.38 feet to a point, at Station 840+30.76;
- (295) a line N 02° 17' 33" E a distance of 314.40 feet to a point, at Station 843+45.16;

- (296) a line N 02° 07' 19" E a distance of 105.30 feet to a point, at Station 844+50.46;
- (297) a line N 01° 30' 09" E a distance of 51.38 feet to a point, at Station 845+01.84;
- (298) a curve turning to the left, having a radius of 2767.17 feet, with a chord bearing of N 05° 34' 44" W for a distance of 682.26 feet to a point;
- (299) a line N 12° 39' 37" W a distance of 52.68 feet to a point, at Station 852+38.52;
- (300) a line N 13° 51' 20" W a distance of 50.71 feet to a point, at Station 852+89.23;
- (301) a line N 14° 19' 40" W a distance of 54.06 feet to a point, at Station 853+43.29;
- (302) a line N 14° 56' 07" W a distance of 1031.63 feet to a point, at Station 863+74.92, said point being S 66° 12' 55" W a distance of 18.90 feet from Mile Marker 17 at Station 863+77.88;
- (303) a line N 14° 47' 01" W a distance of 102.21 feet to a point, at Station 864+77.13;
- (304) a line N 14° 26' 17" W a distance of 156.67 feet to a point, at Station 866+33.80;
- (305) a line N 13° 27' 40" W a distance of 51.85 feet to a point, at Station 866+85.65;
- (306) a line N 12° 33' 06" W a distance of 52.81 feet to a point, at Station 867+38.46;
- (307) a curve turning to the right, having a radius of 2731.28 feet, with a chord bearing of N 04° 31' 53" W for a distance of 762.15 feet to a point;
- (308) a line N 03° 29' 20" E a distance of 36.88 feet to a point, at Station 875+39.98;
- (309) a line N 04° 43' 11" E a distance of 51.11 feet to a point, at Station 875+91.09;
- (310) a curve turning to the right, having a radius of 2356.83 feet, with a chord bearing of N 06° 07' 17" E for a distance of 115.30 feet to a point;
- (311) a line N 07° 31' 23" E a distance of 110.03 feet to a point, at Station 878+16.43;
- (312) a line N 07° 24' 57" E a distance of 105.68 feet to a point, at Station 879+22.11;
- (313) a line N 07° 35' 37" E a distance of 150.28 feet to a point, at Station 880+72.39;
- (314) a line N 07° 36' 42" E a distance of 3588.61 feet to a point, at Station 916+60.99;
- (315) a curve turning to the left, having a radius of 2840.00 feet, with a chord bearing of N 08° 23' 23" W for a distance of 1618.97 feet to a point;
- (316) a curve turning to the left, having a radius of 6640.00 feet, with a chord bearing of N 26° 06' 28" W for a distance of 295.13 feet to a point;
- (317) a line N 26° 55' 42" W a distance of 8085.57 feet to a point, at Station 1016+83.45, said point being N 27° 03' 09" W a distance of 4584.97 feet from Mile Marker 19 at Station 970+98.49;
- (318) a curve turning to the right, having a radius of 39405.00 feet, with a chord bearing of N 26° 33' 29" W for a distance of 275.66 feet to a point;
- (319) a curve turning to the right, having a radius of 2305.00 feet, with a chord bearing of N 24° 36' 30" W for a distance of 133.50 feet to a point, at Station 1020+92.63, said point being S 15° 08' 05" E a distance of 146.63 feet from Mile Marker 20 at Station 1022+39.07;
- (320) a curve turning to the right, having a radius of 1849.72 feet, with a chord bearing of N 18° 53' 32" W for a distance of 302.28 feet to a point;

- (321) a curve turning to the right, having a radius of 2130.00 feet, with a chord bearing of N 07° 58' 15" W for a distance of 454.70 feet to a point;
- (322) a curve turning to the right, having a radius of 3485.00 feet, with a chord bearing of N 02° 08' 06" E for a distance of 270.25 feet to a point;
- (323) a line N 03° 58' 01" E a distance of 1707.41 feet to a point, at Station 1048+28.53;
- (324) a curve turning to the right, having a radius of 3485.01 feet, with a chord bearing of N 05° 51' 51" E for a distance of 270.75 feet to a point;
- (325) a curve turning to the right, having a radius of 2860.00 feet, with a chord bearing of N 13° 26' 41" E for a distance of 496.20 feet to a point;
- (326) a curve turning to the right, having a radius of 6985.00 feet, with a chord bearing of N 20° 09' 44" E for a distance of 266.18 feet to a point;
- (327) a line N 21° 09' 03" E a distance of 1288.58 feet to a point, at Station 1071+50.94;
- (328) a curve turning to the right, having a radius of 1940.00 feet, with a chord bearing of N 32° 40' 07" E for a distance of 854.75 feet to a point;
- (329) a curve turning to the right, having a radius of 2540.00 feet, with a chord bearing of N 48° 45' 06" E for a distance of 200.48 feet to a point;
- (330) a line N 51° 02' 09" E a distance of 436.89 feet to a point, at Station 1086+50.18;
- (331) a curve turning to the left, having a radius of 4952.12 feet, with a chord bearing of N 49° 41' 57" E for a distance of 248.63 feet to a point;
- (332) a curve turning to the left, having a radius of 1890.00 feet, with a chord bearing of N 37° 10' 32" E for a distance of 641.87 feet to a point;
- (333) a curve turning to the left, having a radius of 2655.00 feet, with a chord bearing of N 24° 45' 19" E for a distance of 199.95 feet to a point;
- (334) a line N 22° 48' 34" E a distance of 1757.10 feet to a point, at Station 1115+00.94;
- (335) a curve turning to the right, having a radius of 2250.00 feet, with a chord bearing of N 25° 19' 48" E for a distance of 249.87 feet to a point;
- (336) a curve turning to the right, having a radius of 1897.29 feet, with a chord bearing of N 42° 39' 23" E for a distance of 864.19 feet to a point;
- (337) a curve turning to the right, having a radius of 2456.22 feet, with a chord bearing of N 59° 32' 13" E for a distance of 262.73 feet to a point;
- (338) a line N 61° 49' 33" E a distance of 1157.83 feet to a point, at Station 1140+43.46;
- (339) a curve turning to the left, having a radius of 2630.00 feet, with a chord bearing of N 59° 25' 01" E for a distance of 261.80 feet to a point;
- (340) a curve turning to the left, having a radius of 1432.35 feet, with a chord bearing of N 43° 18' 43" E for a distance of 610.19 feet to the point of termination, Station 1149+20.27;

Said point being on the Mecklenburg/Iredell County line (See Exhibit 2) and also being located from an existing County Monument, S 83° 50' 40" E for a distance of 315.36 feet; O-Line corridor

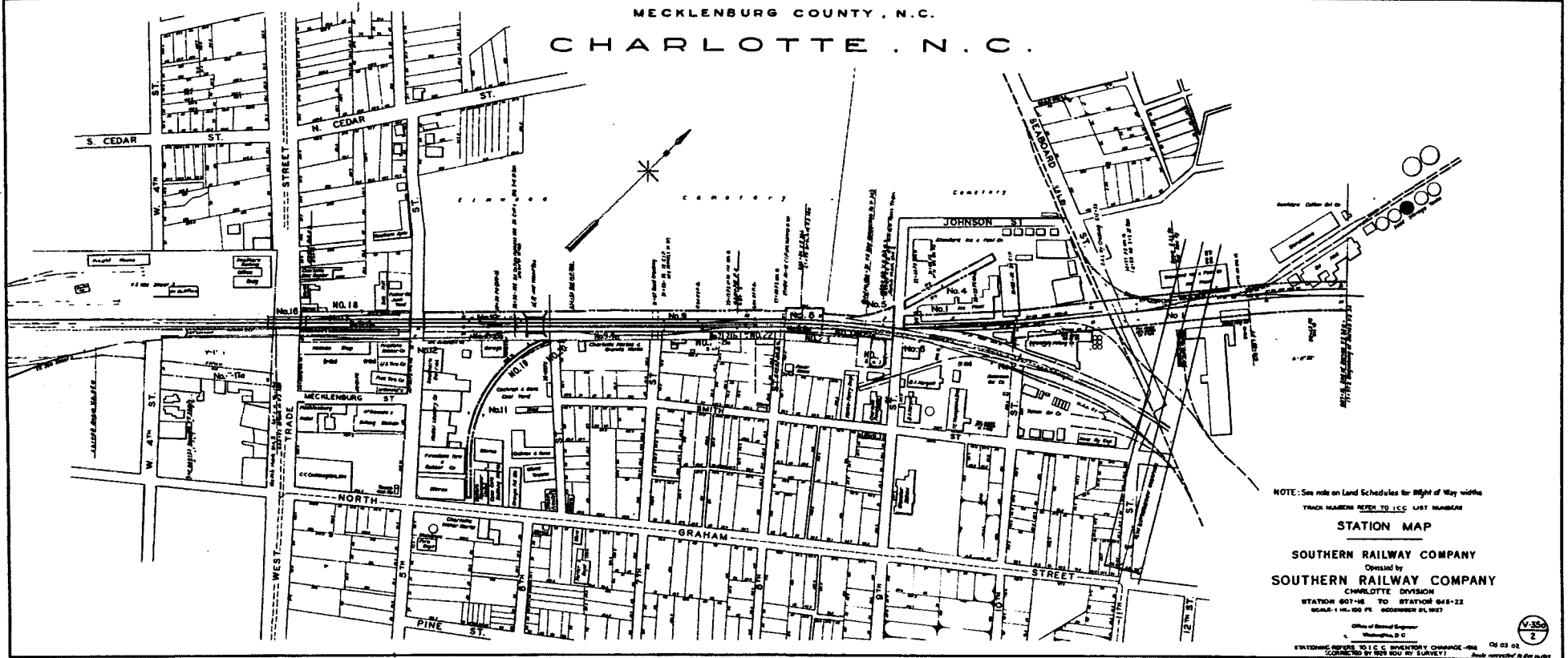
shown on recorded maps prepared by NV5 Engineers and Consultants, Inc. - Project # 2024036.04 (from Station 0+00.00 to 398+65.63, being in the center of Oak Drive), CRS Survey, PLLC – Project # 24-0062 (from Station 398+65.63, being in the center of Oak Drive, to +/- 880+45.93) and Colliers Engineering & Design Architecture, Landscape Architecture, Surveying CT, P.C. – Project # 24002869A (from Station +/- 880+45.93 to 1149+20.27, at the Mecklenburg/Iredell County line).

BEING DEPICTED ON RAILWAY VALUATION MAPS; V-35A 02, V-34 S-01A, V-34 S-01A, V-34 01, V-34 02, V-34 03, V-34 04, V-34 05, V-34 06, V-34 S06.

AFORESAID RAILWAY VALUATION MAPS ATTACHED HERETO AND MADE A PART HEREOF. BEING A PUBLIC RECORD IN THE NATIONAL ARCHIVES OF THE UNITED STATES OF AMERICA.

AN EXCLUSIVE FREIGHT EASEMENT TO BE RETAINED OVER THE AFORE DESCRIBED RAILWAY LINE BY NORFOLK SOUTHERN RAILWAY COMPANY.

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



NOTE: See note on Land Schedules for Right of Way widths
TRACK NUMBERS REFER TO L.C. LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY

Operated by

SOUTHERN RAILWAY COMPANY

CHARLOTTE DIVISION

STATION 607-18 TO STATION 645-22

SCALE: 1 IN. = 60 FT. DECEMBER 21, 1927

Office of General Engineer

Washington, D. C.

STATIONING REFERS TO L.C. SURVEY CHAINAGE - 607-18 TO 645-22

CONSTRUCTED BY 1005 800 BY SURVEY 17

V.350
2

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND
HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED FOR
COMPLIANCE WITH RECORDING REQUIREMENTS
FOR PLATS.

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



TRACK NUMBERS REFER TO I.C.C. LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY

WINSTON - SALEM DIVISION
STATION 71000 TO STATION 123-00
SCALE: 1 IN. = 100 FT. (APPROXIMATE)

Office of Southern Railway
Charlotte, N.C.

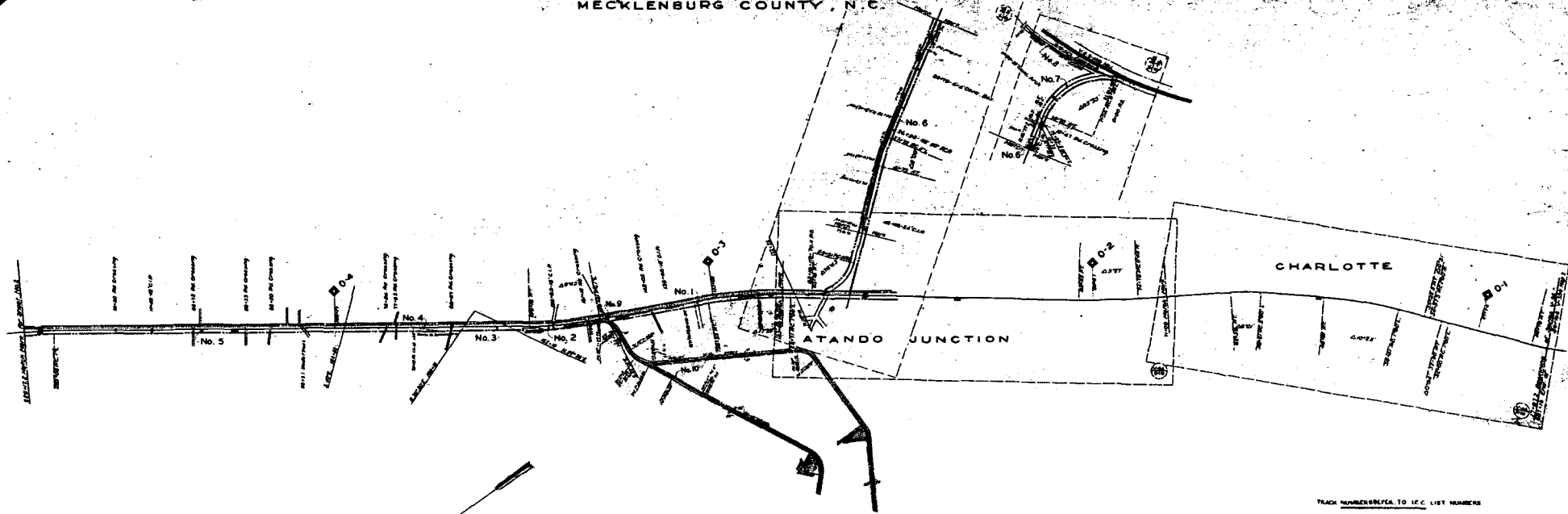
STATIONERS REFER TO TRACKS, STATIONARY CHANGING

NOTE: See note on Land Schedules for Right of Way widths

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

V-3d
S-1b

MECKLENBURG COUNTY, N.C.



NOTE: See note on Land Schedules for Right of Way widths.

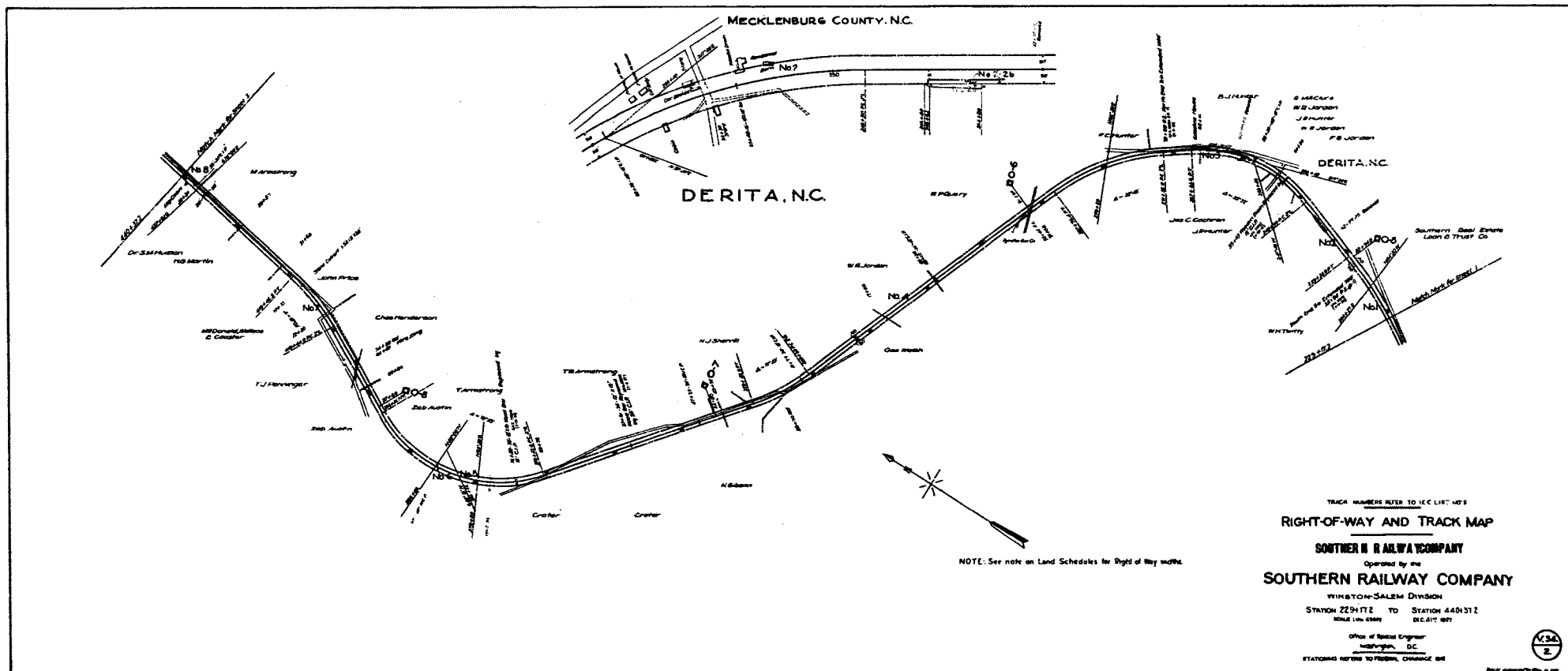
TRACK NUMBERS REFER TO I.R.C. LIST NUMBERS

RIGHT OF WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
 Operated by
 SOUTHERN RAILWAY COMPANY
 WINSTON-SALEM DIVISION
 CHARLOTTE, N.C. TO WASHINGTON, D.C.

V-34
 1

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

[illegible]

TRACK NUMBERS REFER TO ICC LIST NOT

SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY

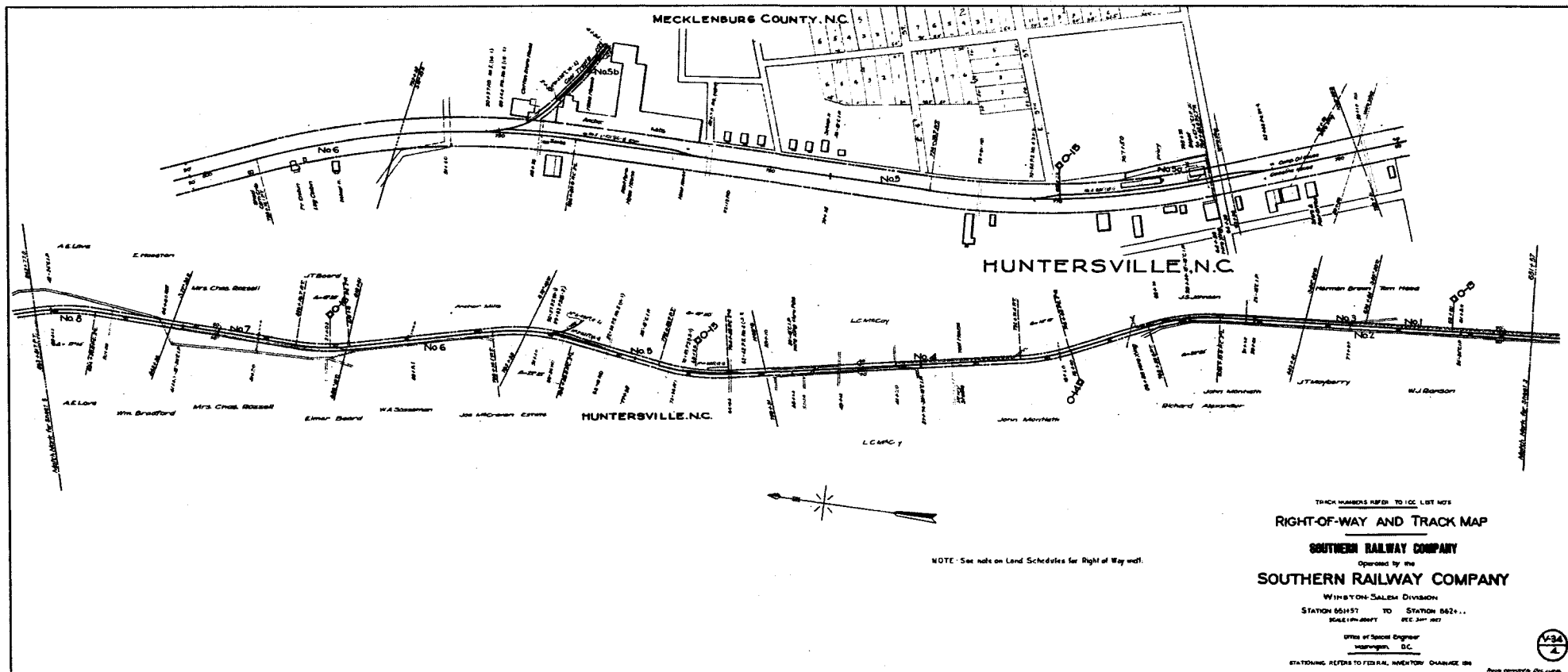
WINSTON-SALEM DIVISION
STATION 440+372 TO STATION 651+57
SCALE 1"=40' DEC 51' 1971

Office of Special Engineer

STATIONING REFERS TO FEDERAL HIGHWAY CHARTER 19



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



CORNELIUS, N.C.

CORNELIUS, N.C.

CALDWELL.N.C

CALDWELL.N.C

SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY

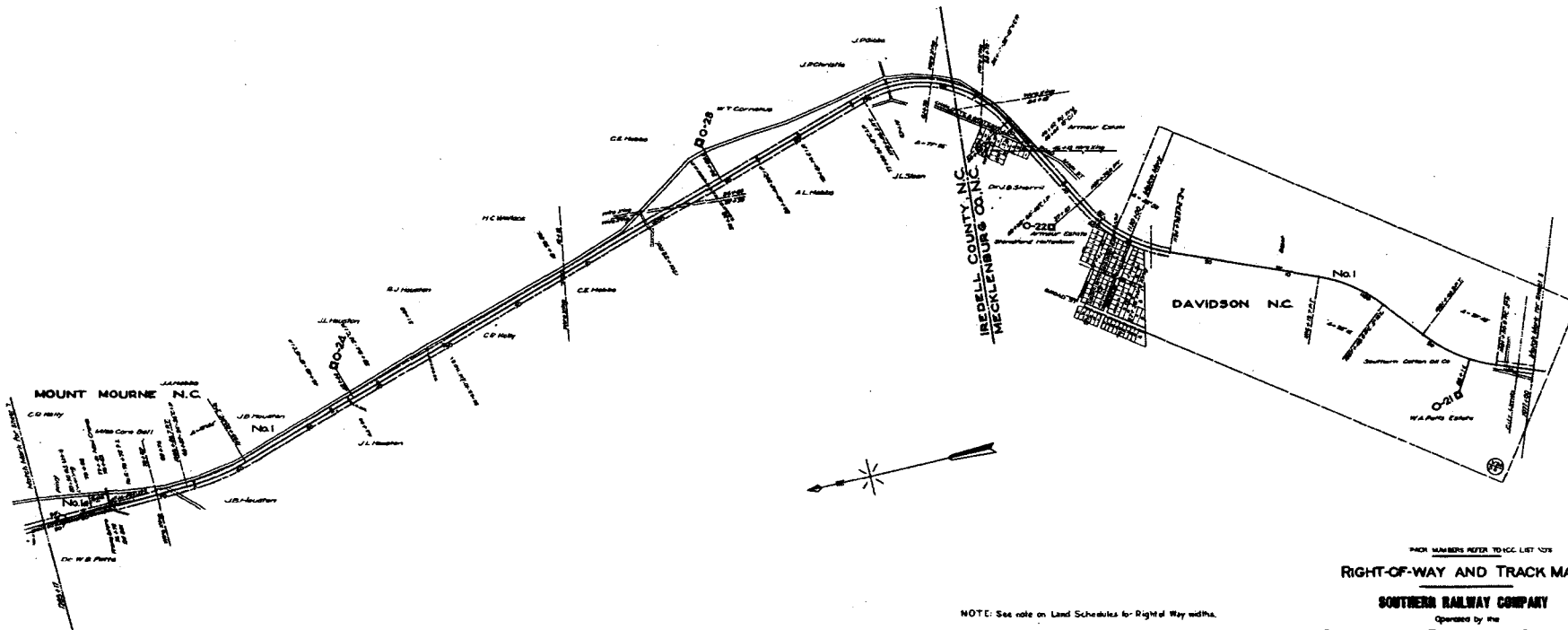
SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY

Office of Special Engineer
Washington, D.C.

STATIONING REFERS TO FEDERAL INVENTORY CHAINAGE 1910

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

V.94
9



NOTE: See note on Land Schedules for Right of Way widths.

RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
 Operated by the
SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION
 STATION 1075+91 TO STATION 1285+17
 SCALE 1:100,000 DEC. 31, 1927

Office of Survey Engineer
 Washington, D.C.
 STATIONING REVERSED TO FEDERAL STANDARD FOR 1927



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

MECKLENBURG COUNTY, N.C.

DAVIDSON COLLEGE

DAVIDSON, N.C.

NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO E.C. LISTINGS

STATION MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

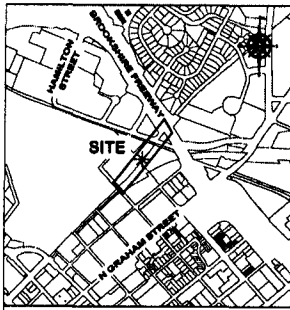
STATION 1000+00 TO STATION 1126+00
MILES 1.46126 MI DEC. 31, 1937

Office of Survey Engineer
Washington, D.C.

STATIONING FROM CORNER, SOUTHERN RAILROAD, AND

V.34
5.4

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



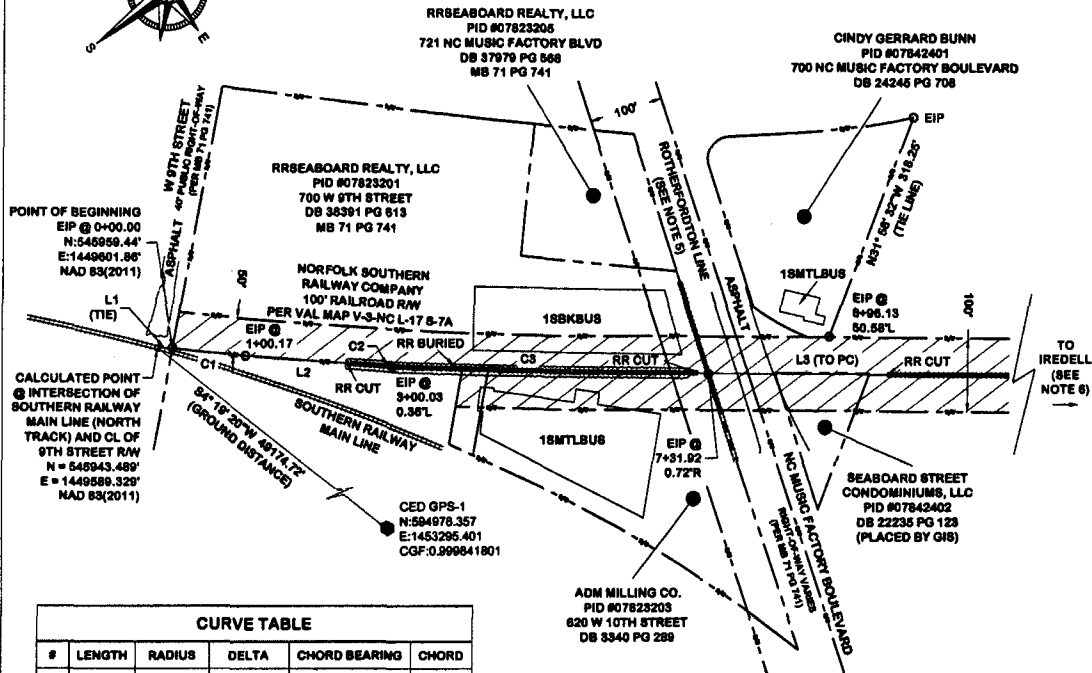
VICINITY MAP
NTS

EXHIBIT 1

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

LEGEND

- EXIST. PROPERTY LINE
- R/W- EXIST. RIGHT OF WAY LINE
- ||||| RAILROAD TRACKS
- - - - - EXIST. PROPERTY LINE
- O IRON PIN FOUND
- RR RAILROAD
- 1SMTLBUS 1 STORY METAL BUSINESS BUILDING
- 1S8KBUS 1 STORY BRICK BUSINESS BUILDING
- CHARTER AREA TO BE TRANSFERRED TO CITY OF CHARLOTTE

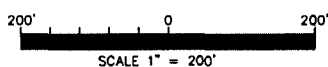


CURVE TABLE				
#	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	99.80'	2118.43'	002°41'52"	N42° 57' 17"E
C2	84.82'	1823.52'	002°16'50"	N40° 27' 56"E
C3	318.88'	11238.92'	001°37'32"	N38° 30' 46"E

LINE TABLE		
#	BEARING	DISTANCE
L1	N38°08'19"E	20.29'
L2	N41°36'21"E	182.24'
L3	N37°41'59"E	496.52'

NOTES:

- 1) BEARINGS AND DISTANCES SHOWN IN PARENTHESES ARE BASED ON RECORDED MAP INFORMATION.
- 2) THIS IS NOT A BOUNDARY SURVEY.
- 3) PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENT NOT SHOWN HEREON.
- 4) DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 5) RUTHERFORDTON LINE CONTAINS A 100' RAILROAD R/W PER VAL MAP V-3N.C.
- 6) CONVEYING RIGHTS TO CITY OF CHARLOTTE FROM EAST SIDE OF WEST NINTH STREET TO MUTUAL COUNTY LINE OF MECKLENBURG AND IREDELL. NORFOLK SOUTHERN RAILWAY COMPANY TO RETAIN EXCLUSIVE FREIGHT EASEMENT.



I, CHRISTOPHER K. DRYE NCPLS L-5456, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (MAP DESCRIPTION RECORDED IN VAL MAP V-34) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS FROM INFORMATION FOUND AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; UNITS: US SURVEY FOOT THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30(M)(1) AS AMENDED; THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-30 SECTION (F)(11) D.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION

NUMBER AND SEAL THIS DAY 8/30/2024

DocuSigned by:

CHRISTOPHER K. DRYE, NCPLS L-5456
EAE481CA9CECAD3



SURVEY FOR: CITY OF CHARLOTTE

RED LINE COMMUTER RAIL PROJECT O-LINE/NORTHERN CORRIDOR

OWNER: NORFOLKSOUTHERN RAILWAY COMPANY

NORFOLK SOUTHERN AT&O TRACK

SITUATED NEAR THE CITY OF CHARLOTTE, TOWNSHIP 1 CHARLOTTE, MECKLENBURG COUNTY, NC
MAP REFERENCE: VAL MAP V-34

NIVIS

8514 MCALPINE PARK DRIVE SUITE 135, CHARLOTTE NC 28211 PHONE: 704-637-7300 NC LICENSE #F-1333

CREW:
SL

DRAWN BY:
SJM

SCALE:
1" = 200'

DATE:
8/30/2024

SHEET
1 OF 1

0024\24002869A\Survey\Plans\IV-BASE.dwg\Exhibit 2

**COMPREHENSIVE RAIL AGREEMENT BETWEEN
NORFOLK SOUTHERN RAILWAY COMPANY AND
THE CITY OF CHARLOTTE, NORTH CAROLINA**

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COMPREHENSIVE RAIL AGREEMENT

THIS COMPREHENSIVE RAIL AGREEMENT (this “**Agreement**”) is made and entered into as of this 4th day of September, 2024 (“**Effective Date**”), by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, (herein referred to as “**NSR**”) and the **CITY OF CHARLOTTE**, a municipality in the State of North Carolina (hereinafter referred to as “**City**”). NSR and City hereinafter sometimes may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, City and NSR are parties to that certain Contract of Purchase and Sale dated as of March 26, 2024 (as amended, the “**Primary PSA**”), a full copy of which is included in Exhibit B hereto and made a part hereof, pursuant to which City has agreed to purchase from NSR, and NSR has agreed to sell to City, certain railroad assets, including right-of-way, structures, track, signals, fixtures, and other track materials along and within a corridor extending between the City of Charlotte, Mecklenburg County, State of North Carolina, and the northern Mecklenburg County line, consisting of the assets of a rail line designated by NSR as the “**O-Line**,” located between a point of connection at or about MP O-0.04, situated near W 9th Street, Charlotte, NC, to the northern Mecklenburg County line at or near MP O-22.42, being further defined in the Primary PSA as the Premises and defined herein as the “**Purchased O-Line**”;

WHEREAS, City and NSR are parties to that certain Contract of Purchase and Sale dated as of [] (the “**New Gateway PSA**”), a full copy of which is included in Exhibit C, pursuant to which City has agreed to purchase from NSR, and NSR has agreed to sell to City, certain property for purposes of City constructing a new station facility at or about MP 378 in Charlotte, NC (the “**New Gateway Platform**”), with such New Gateway Platform and point of connection depicted in Exhibit D;

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 7(f) of the Primary PSA as a condition to Closing;

WHEREAS, City desires to commence Commuter Rail Service on the Purchased O-Line and over certain other railway assets currently owned by or under the primary control of NSR, located between the New Gateway Platform and a point of connection at or near MP O-0.04, near W 9th Street, Charlotte, NC (such NSR assets the “**Charlotte-POC Segment**”);

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. Definitions; Incorporation

1.1 Definitions

All capitalized terms used in this Agreement and not otherwise expressly defined in this Agreement, the Primary PSA, or the New Gateway PSA shall have the respective meanings set forth in Exhibit A.

1.2 Incorporation

Each of the foregoing recitals is incorporated herein as if the contents thereof were set out in full herein. Attached hereto and forming an integral part of this Agreement are Exhibits A – L, 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.

Article 2. Purchase Price and Easement

2.1 Purchase Price

The final purchase price under the Primary PSA for the Purchased O-Line is Seventy Four Million Dollars (\$74,000,000). This Section 2.1 shall serve as the Price Statement as defined in the Primary PSA.

2.2 Freight Easement

As set forth in the Primary PSA, NSR reserves, via the Deed, a freight easement for NSR's continued use and operation of a freight railroad across the Purchased O-Line after Closing ("Freight Easement"). The Freight Easement shall not extend to modifications and improvements to the Purchased O-Line installed by and at the cost of the City that are specifically identified by the City from time to time, such as passenger station tracks or passenger train overnight and service facilities ("Commuter Exclusive Use Property"). City shall not sell or otherwise dispose of any portion of the Purchased O-Line in a manner that diminishes the Freight Easement and/or Freight Rail Service rights of NSR without prior written approval of NSR.

Article 3. Representations and Warranties; Condition Precedent to Closing

3.1 NSR's Representations

NSR hereby represents and warrants to City, as of the Effective Date and the Closing Date, as follows:

- (a) *Knowledge of NSR.* As used herein and elsewhere in this Agreement, the phrase "actual knowledge of NSR" or similar reference shall refer to the actual knowledge as of the Effective Date and the Closing Date of (i) Jennifer Schilke with respect to the representations in subsection (b) below; (ii) Kristi Glahn with respect to the representations in subsections (c), (d) and (k) below; (iii) Thomas Zoeller with respect to subsection (h) below; and (iv) David Lehlbach with respect to subsection (i) and (j) below after reasonable inquiry with regard to such representations (which reasonable inquiry shall be limited to review of internal documents in the actual possession of NSR and with NSR personnel that should have actual knowledge with regard to such representations).
- (b) *Assessments.* To NSR's actual knowledge, no assessments have been made against the Purchased O-Line or the New Gateway Platform that are unpaid (except ad valorem taxes for the current year), whether or not they have become liens.

- (c) *Boundary Lines of Land.* To NSR's actual knowledge, there is no pending litigation or dispute concerning the location of the lines and corners of the Purchased O-Line or the New Gateway Platform.
- (d) *No Condemnation.* To NSR's actual knowledge, there is no pending (or to NSR's actual knowledge, threatened) condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Purchased O-Line or the New Gateway Platform.
- (e) *Authorization.* NSR has taken all necessary corporate action to authorize the execution of this Agreement, and those Persons executing this Agreement on behalf of NSR, are authorized to do so; provided, however, that no officer, director, shareholder, beneficial owner, agent or employee of NSR shall be personally liable for any obligation hereunder.
- (f) *Good Standing.* NSR is a duly organized and validly existing corporation under the Laws of the State of North Carolina and duly authorized and registered to transact business in the State of North Carolina.
- (g) *Binding.* This Agreement is a legal, valid, and binding agreement of NSR, enforceable against NSR 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).
- (h) *No Violation.* Entering into this Agreement by NSR is not a violation of any applicable Law or order.
- (i) *No Consummated Abandonment.* To NSR's actual knowledge, there have been no consummated abandonments, as that term is used in the Interstate Commerce Commission Termination Act of 1995, concerning the mainline trackage of NSR that are located on the Purchased O-Line.
- (j) *Trackage Rights Agreements.* To NSR's actual knowledge, the list of NSR Trackage Rights Agreements contained in Exhibit H are all of the Trackage Rights held by other rail carriers on the Purchased O-Line or the New Gateway Platform as of the Effective Date.
- (k) *Assigned Agreements and Instruments.* To NSR's actual knowledge, NSR is not a party to any pending litigation alleging a material breach of any agreement or instrument that will be assigned to City.
- (l) *Disclaimer.* Other than as expressly set forth in this Agreement, the Primary PSA, the Gateway PSA, or other agreements between the parties related to the Purchased O-Line or the New Gateway Platform, NSR has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to City concerning the Purchased O-Line or the New Gateway Platform.

3.2 City's Representations

City hereby represents and warrants to NSR, as of the Effective Date and at the Closing Date, as follows:

- (a) *Binding.* This Agreement is a legal, valid and binding agreement of City, enforceable against City 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).
- (b) *No Violation.* Entering into this Agreement by City is not a violation of any applicable Law or order.
- (c) *Authorization.* City has taken all necessary action to authorize the execution of this Agreement, and those Persons executing this Agreement on behalf of City are authorized to do so; provided, however, that no officer, director, beneficial owner, agent or employee of City shall be personally liable for any obligation hereunder.
- (d) *Disclaimer.* Other than as expressly set forth in this Agreement, the Primary PSA, the Gateway PSA, or other agreements between the parties related to the Purchased O-Line or the New Gateway Platform, City has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to NSR concerning the Purchased O-Line or the New Gateway Platform.

3.3 Survival and Breach of Representations

NSR's and City's representations and warranties in this Article 3 shall survive until the sixth anniversary of the Closing Date. Any Claims related to breaches of representations and warranties in this Article 3 must be (a) based on a material breach of a representation or warranty and (b) made on or prior to the sixth anniversary of the Closing Date.

3.4 Condition Precedent to Closing

City and NSR agree as a precondition to Transaction Closing to take all reasonably necessary steps to secure favorable review and disposition from the Surface Transportation Board in accordance with Sections 12 and 13 of the PSA.

Article 4. Rail Services

4.1 Commuter Rail Service

- (a) Upon and after the completion of: (i) the Initial Charlotte Improvements, as described in Exhibit E and (ii) the Initial O-Line Improvements as described in Exhibit F, City shall have the right to provide or cause to be provided Commuter Rail Service by a City Operator over the Purchased O-Line and the Charlotte-POC Segment (together, the Purchased O-Line and the Charlotte-POC Segment referred

to as the “**Corridor**”), subject to NSR Operating Rules and the terms and conditions of this Agreement and the Operating Schedule, as follows:

- (i) up to forty-two (42) one-way daily trips, over the Corridor between the New Gateway Platform in Charlotte, NC and the northern terminus of the Purchased O-Line at MP O-22.42 for through movement to/from Huntersville, Cornelius, Davidson and/or Mooresville (“**Charlotte Commuter Service**”);
 - (ii) Special Train Service for events and holidays, consisting of an additional unscheduled train operated on a one-time or non-recurring basis in addition to Charlotte Commuter Service, as further defined in and in accordance with Exhibit G;
 - (iii) Excursion Passenger Rail Service (which NSR shall accommodate, including on weekends and holidays, if such service does not unreasonably interfere with NSR’s performance of its common carrier obligation and other Freight Rail Service pursuant to the Freight Easement and/or force NSR to modify its service windows or materially increase its operating cost);
 - (iv) In the event the passenger platform(s) along the Corridor are operated by a City contractor different from the City Operator, City shall be responsible for arranging with such station operators for access to and use of the passenger platform(s) along the Corridor and for any coordination between the City Operator and any such station operator; and
 - (v) In the event City elects, in its sole discretion, to reduce its Charlotte Commuter Service, whether temporarily or permanently, City shall provide notice in writing to NSR no less than seven (7) days in advance of implementing such reduction. Prior approval from NSR for a reduction of Commuter Rail Service pursuant to this Section shall not be required. In the event City elects to reduce Charlotte Commuter Service in accordance with this Section, City reserves all rights herein, including such rights set forth in Section 4.1(d).
- (b) City’s use of the Charlotte-POC Segment shall be in common with NSR and any other rail provider to which NSR may grant operating rights (“**NSR User**”). NSR shall require any and all NSR Users to comply with the applicable terms of this Agreement. NSR’s right to use the Charlotte-POC Segment for freight transportation shall not be diminished by this Agreement. Subject to the terms of this Agreement, it is the intention of the Parties that the Charlotte-POC Segment shall be used in an integrated way by all Users providing passenger or Freight Rail Service such that there shall be no assigned windows for the operation of either without agreement of the Parties. Notwithstanding the foregoing and unless otherwise required by statute or order of the STB or other agency or court exercising jurisdiction, City’s Charlotte Commuter Service shall receive dispatching preference above all Users of the Charlotte-POC Segment to meet the

Operating Schedule set forth in Exhibit G attached hereto, as may be revised from time to time by the Parties. City may designate the Commuter Rail Service provider of its choosing, including City, as a City Operator. Any City Operator will be required to provide to NSR, under a direct agreement with NSR (hereinafter referred to as a “**City Operator Contract**”), the indemnification and insurance protections in accordance with Section 13.3(a). No Commuter Rail Service on the Charlotte-POC Segment or the Purchased O-Line shall be performed by any City Operator unless and until such City Operator has entered into a City Operator Contract with NSR in conformance with the provisions of this Section 4.1(b). In the event City designates City or an authority or agency of City as the City Operator, City will have the option to purchase insurance that adequately covers the City Operator’s obligations as set forth in the City Operator Contract and as set forth in this Agreement, in form and substance acceptable to and approved by NSR in NSR’s sole discretion. Such insurance shall cover any and all aspects of the Commuter Rail Service on the Charlotte-POC Segment and the Purchased O-Line regardless of whether City or another party provides such services.

- (c) If a City Operator is removed or otherwise ceases to exist without a designated successor or assign, City shall have the right to designate the successor for the purposes of this Agreement and the designated successor shall be deemed a City Operator for purposes of this Agreement and shall have the right to operate passenger trains on the same routes and at the same frequencies as the former City Operator, subject to the provisions of Section 4.1.
- (d) City may, at any time following the commencement of the Charlotte Commuter Service, propose the commencement of additional modification, enhancement, and/or expansion of passenger or passenger-related services on the Corridor, including modifications of the Operating Schedule, as City, in its sole discretion, determines. Upon receipt of such proposal, NSR will develop, at City’s expense, a capacity analysis and rail traffic capacity modeling that will inform the Parties on whether introduction of the additional passenger or passenger-related services would unreasonably interfere with NSR’s performance of its common carrier obligation and other Freight Rail Service pursuant to the Freight Easement and/or force NSR to modify its service windows or materially increase its operating costs, or whether reasonable adjustment to any of the requested changes to the Charlotte Commuter Service, the construction of infrastructure, or a combination of the foregoing, would permit the introduction of the proposed additional passenger or passenger-related services without such unreasonable interference. If NSR consents to the modification, enhancement, and/or expansion, along with the means for mitigating interference, if any (as to the Purchased O-Line, with such consent not to be unreasonably withheld, conditioned, or delayed, and as to the Charlotte-POC Segment, in NSR’s sole discretion), then the City may implement such changes. Following commencement of the Charlotte Commuter Service, any City infrastructure modifications along the Corridor will be done in such a way to accommodate a second track, where existing right of way as of the Closing Date would accommodate such second track, and will not unreasonably interfere with

NSR's common carrier obligations and other Freight Rail Service pursuant to the Freight Easement.

4.2 Freight Rail Service

- (a) The Freight Rail Service rights include the right of NSR and any NSR Users to operate Trains, locomotives, cars, and Equipment with its or their own crews over the Purchased O-Line. The Parties acknowledge that the Freight Rail Service rights reserved pursuant to the Freight Easement are for the purpose of NSR or an NSR User using the same for bridging Trains operated by NSR or an NSR User to transport cargo, serving existing and future freight industries located over, along, adjacent and near the Purchased O-Line, having connections made, after prior notice and subject to ongoing coordination with City, to the Purchased O-Line to serve existing and future industries, and operating haulage or any other freight service of any kind or character for itself or any other freight rail carrier. Subject to Section 19.1, City shall not provide, and may not assign, license, transfer (in whole or in part and including the grant of any freight trackage rights to others) or otherwise permit any other Person to use the Purchased O-Line to provide Freight Rail Service.
- (b) Without limitation to the granting of dispatching preference in Section 6.1, NSR's use of the Purchased O-Line shall be in common with the City Operator. City's right to use the Purchased O-Line shall not be diminished by this Agreement. Subject to the terms of this Agreement, it is the intention of the Parties that the Purchased O-Line shall be used in an integrated way by all Users providing commuter or Freight Rail Service, such that there shall be no assigned windows for the operation of either without prior consent of the Parties, which consent may be withheld in their respective discretion. The Parties understand and agree that the capacity analysis and rail traffic capacity modeling for the Initial O-Line Improvements are based on the Operating Schedule attached hereto as Exhibit G. Notwithstanding the foregoing and unless otherwise required by statute or order of the STB or other agency or court exercising jurisdiction, City's Charlotte Commuter Service shall receive dispatching preference above all Users of the Charlotte-POC Segment.
- (c) NSR shall have the right to perform the Freight Rail Service over the Purchased O-Line at such levels of activity that NSR deems to be appropriate, consistent with the terms of this Agreement. NSR shall have the right to operate in either direction on the Purchased O-Line trackage and shall have the right to provide overhead and local Freight Rail Service to existing and future customers located on or near the Purchased O-Line subject to and in accordance with the provisions set forth in Article 8 herein. The rights hereunder shall be connective with NSR's Charlotte Mainline, the NGK Lead, the Danville District to Winston Salem, North Carolina, and the Charlotte-POC Segment.
- (d) NSR's rights shall include the right to expand, modify, discontinue or abandon Freight Rail Service as is reasonable or necessary to respond to market demands and conditions, including the right to locate and serve new freight customers on

either side of the Purchased O-Line at NSR's sole expense, and the definition of the Purchased O-Line shall be expanded, modified or contracted in conformance therewith. Any material modification of Freight Rail Service shall be coordinated with City and any City Operator so as to not unreasonably interfere with Commuter Rail Service. NSR shall consult with City and City shall determine if any such material modification is an unreasonable interference with Commuter Rail Service, but City shall not prevent NSR from such modification of Freight Rail Service, provided that NSR shall be responsible for any additional infrastructure, if warranted, under this Agreement. If the Parties deem necessary, and if NSR chooses, in its sole discretion, to materially modify its Freight Rail Service pursuant to this Section, including without limitation a material increase in frequency of freight trains per day, NSR will develop, at NSR's expense, a capacity analysis and rail traffic capacity modeling that will inform the Parties on whether introduction of additional freight, additional freight-related services, or other material modification would unreasonably interfere with City's Commuter Rail Service (including any changes in City's Commuter Rail Service that are in the process of or have been modeled for additional infrastructure needs, if any) and/or force City to modify its Operating Schedule or materially increase its operating costs, or whether reasonable adjustment to any of the changes to NSR's Freight Rail Service, the construction of infrastructure, or a combination of the foregoing would permit the introduction of the proposed additional freight or additional freight-related services without such unreasonable interference. Modifications to NSR's Freight Rail Service and/or the construction of additional infrastructure required to not unreasonably interfere with Commuter Rail Service shall be incorporated at NSR's sole expense.

- (e) Within 180 days after the Closing, NSR and City shall use commercially reasonable efforts to undertake an initial review of the Purchased O-Line to identify inactive industry switches as of the Closing Date, if any, that could be removed. Once identified, City may remove those identified inactive industry switches upon NSR approval, at City's cost. During the Term, City shall have the right to remove inactive industry switches along the Purchased O-line, at City's sole cost and only upon NSR approval, which shall be granted in accordance with standard NSR protocols, which may change from time to time, for the removal of inactive industry switches. In the event a customer seeks service that requires new industry switches to be installed, including at a location where an industry switch was removed in accordance with this Section, NSR may install new industry switches consistent with standard NSR protocols. Unless the Parties agree otherwise, City shall have no obligation to pay for such installation. NSR shall have the right to move some or all of its Charlotte mainline operations to the Purchased O-Line provided that NSR provides sufficient capacity on the Purchased O-Line to handle such operations, without a material impact on Commuter Rail Service, including NSR handling of interfering encroachments, if any.
- (f) NSR reserves the right to construct capacity improvements, including without limitation a third main line, along the Purchased O-Line at NSR's cost. Where existing right of way as of the Closing Date would accommodate an additional

mainline along the Purchased O-Line, City will consider, where feasible, placing additional infrastructure in a manner to accommodate such future third main line. After commencement of the Charlotte Commuter Service, if NSR proposes to construct additional capacity improvements on the Purchased O-Line, NSR will develop, at NSR's expense, a capacity analysis and rail traffic capacity modeling that will inform the Parties on whether introduction of the capacity improvements would unreasonably interfere with the Charlotte Commuter Service and/or force City to modify its Operating Schedule, or whether the construction of additional passenger capacity improvements would be needed to mitigate interference, at NSR's cost. If the Parties agree to the modification, enhancement, and/or expansion, along with the means for mitigating interference, if any, then the Parties will implement such changes.

- (g) NSR shall have the right to grant haulage or trackage rights to any other freight carrier if such other carrier commits to the same conditions as NSR under the Freight Easement and this Agreement, or as otherwise required by STB or other agency determination. All trains operated by rail carriers on the Purchased O-Line or the Charlotte-POC Segment pursuant to trackage rights granted by NSR, whether said grant was made before or after the Effective Date of this Agreement, shall be deemed to be trains of or in the account of NSR for purposes of liability under Article 14 hereunder.

4.3 Operating Schedule

- (a) Except as set forth in Section 4.1(a), the Parties acknowledge and agree that the schedule for Charlotte Commuter Service (which is exclusive of Excursion Passenger Rail Service or Special Train Service) set forth in Exhibit G ("**Operating Schedule**") is intended to be permanent in accordance with conditions described therein, subject to amendment of the Operating Schedule by the mutual consent of the Parties. In the event that either Party desires to amend the Operating Schedule and makes such request in writing, the Parties shall cooperate in good faith to conduct capacity analysis and rail traffic capacity modeling to determine the feasibility of such request, as reasonably required and at the cost of the requesting party, and to negotiate in good faith any such proposed amendment to the Operating Schedule.
- (b) If, before completion of the Initial Charlotte Improvements and/or the Initial O-Line Improvements, City requests such amendment or modification of the Charlotte Commuter Service that requires an addendum to or substitute for the Operating Schedule, or seeks modification of the Initial O-Line Improvements or Initial Charlotte-POC Improvements, within five years after the Closing Date, NSR will commence a capacity analysis and rail traffic capacity modeling to determine the feasibility of such request, as reasonably required and at City's cost, within 60 days after City's request and will use commercially reasonable efforts to complete the analysis within 180 days after commencing. If City requests such amendment or modification of the Charlotte Commuter Service that requires an addendum to or substitute for the Operating Schedule or seeks modification of the Initial O-Line

Improvements or Initial Charlotte-POC Improvements after five years after the Closing Date, NSR will determine whether NSR and City need to execute a modeling agreement that will set out assumptions and timing, including schedule, for such capacity analysis and rail traffic capacity modeling, to be completed at City's cost, and the Parties will negotiate in good faith any such proposed amendment to the Operating Schedule or modified scope of work.

- (c) Upon and after the completion of the Initial Charlotte Improvements and the Initial O-Line Improvements, City shall be entitled to begin the Charlotte Commuter Service in accordance with the Operating Schedule. NSR shall provide notice to City when NSR determines that the Initial Charlotte Improvements are complete, and City shall have thirty (30) days to consent to NSR's determination, with such consent not to be unreasonably withheld, conditioned, or delayed. City shall provide notice to NSR when City determines that the Initial O-Line Improvements are complete, and NSR shall have thirty (30) days to consent to City's determination, with such consent not to be unreasonably withheld, conditioned, or delayed. The Initial Charlotte Improvements and the Initial O-Line Improvements will be deemed complete for purposes of this Article 4 upon consent from City and NSR, respectively. In the event either City or NSR objects to the notice of completion of the Initial Charlotte Improvements or the Initial O-Line Improvements, respectively, then the parties shall make good faith efforts to complete the Initial Charlotte Improvements and the Initial O-Line Improvements in a manner satisfactory to the other Party, in a manner consistent with the terms and intent of this Agreement.

Article 5. Initial Charlotte Improvements

Subject to the conditions in this Article 5, NSR shall be responsible for designing and constructing, at City's cost, the improvements on the Charlotte-POC Segment as depicted in Exhibit E (the "**Initial Charlotte Improvements**").

5.1 City Review

Within one hundred twenty (120) days of receiving notice from City, NSR shall provide to City preliminary plans for the Initial Charlotte Improvements, including the track and other rail facility additions, modifications, or betterments, cost estimates, as well as a proposed schedule ("**Description of Charlotte Work**") for City's review and approval, not to be unreasonably withheld, conditioned, or delayed. NSR shall not proceed with work pursuant to the Description of Charlotte Work prior to City's approval. City shall have sixty (60) days to review the Description of Charlotte Work, provide comments, and propose any changes it reasonably deems necessary. Within sixty (60) days of receipt of City's comments, City and NSR shall consult and work in good faith until the Parties agree on a final Description of Charlotte Work. City's review of the Description of Charlotte Work shall focus on interoperability, timeliness of work, and conformance with the terms herein. The Description of Charlotte Work and the Initial Charlotte Improvements shall be subject, as applicable, to the National Environmental Policy Act, 42 U.S.C. §4321 et. seq ("**NEPA**"), with all reporting, reviews, and other NEPA obligations at City's cost.

5.2 Reimbursement

Subject to Section 5.4 herein, City shall reimburse NSR for all costs incurred by NSR in designing and constructing the Initial Charlotte Improvements. NSR shall invoice City for such costs not more than once per calendar month. Each invoice shall include: (i) the actual costs incurred by NSR for the Initial Charlotte Improvements invoice period, (ii) reasonable supporting documentation to substantiate costs, as such documentation is maintained by NSR in its normal business practices, and (iii) the total costs of the Initial Charlotte Improvements reimbursed by City as of the date of the invoice. City shall remit payment to NSR with respect to each accurate, undisputed invoice in a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such payment by City. Except in any given case in which the City has sufficient knowledge that a violation of N.C.G.S.A. § 159-181 or any successor Law would occur, no such payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the Parties shall be adjusted in the accounts of a subsequent month. The Parties acknowledge and agree that additional terms and conditions for design and construction of the Initial Charlotte Improvements and the Initial O-Line Improvements, and any reimbursements thereto, will be the subject of one or more future agreement(s) between the Parties.

5.3 NSR Audit

Subject to any additional requirements that may be imposed by applicable federal or state requirements, all cost records and accounts for the Initial Charlotte Improvements shall be subject to audit by City for a period of three (3) years following NSR's receipt of final payment for the Initial Charlotte Improvements. NSR shall maintain and make all books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate and in accordance with NSR's business practices to substantiate costs incurred under this Agreement. Nothing herein shall subject NSR to the Single Audit Act and the Parties acknowledge and agree that NSR is not subject to and shall not be required to comply with the Single Audit Act.

5.4 Consequence of Early Termination

In the event that this Agreement terminates prior to the completion of the Initial Charlotte Improvements, then NSR shall have no further obligation to continue to design and/or construct any Initial Charlotte Improvements and, following a termination for any reason other than an NSR Default, City shall make reimbursements to NSR for NSR's costs of the Initial Charlotte Improvements actually incurred before the date of termination, plus any reasonable demobilization, but shall have no further obligation to make any reimbursements for future costs of the Initial Charlotte Improvements incurred after the date of termination.

5.5 Compliance with Law

NSR shall at all times observe and comply in all material respects with all Laws applicable to the construction of the Initial Charlotte Improvements. Any and all City approvals and reviews are conditioned upon compliance with applicable Laws, including, where

applicable for City funded projects, obligations under NEPA, which shall be undertaken at City's cost.

Article 6. Management and Operations

6.1 Dispatching

- (a) NSR shall retain the responsibility to dispatch the Purchased O-Line until City initiates Charlotte Commuter Service. From and after the pre-revenue testing phase of City Charlotte Commuter Service and throughout the remaining duration of this Agreement, City may either assume dispatching responsibilities of the Purchased O-Line or elect to have NSR retain dispatching responsibility as a paid service to City. If City assumes dispatching responsibility, City shall ensure that the dispatch operating procedures do not discriminate against the Freight Rail Service or unreasonably interfere with NSR's performance of its common carrier obligation or other Freight Rail Service pursuant to the Freight Easement and/or force NSR to modify its service windows or materially increase its operating cost. Notwithstanding the foregoing provisions of this Section 6.1(a) and unless otherwise required by statute or order of the STB or other agency or court exercising jurisdiction, Commuter Rail Service shall have dispatching preference.
- (b) The Purchased O-Line and the Charlotte-POC Segment shall be dispatched in accordance with sound dispatching principles. The dispatcher for the Purchased O-Line and the dispatcher for the Charlotte-POC Segment shall give due regard to the needs of freight and passenger carriers and their respective customers, provided that Commuter Rail Service on the Purchased O-Line and the Charlotte-POC Segment shall be given dispatching preference, unless otherwise required by statute or order of the STB or other agency or court exercising jurisdiction.
- (c) Dispatching preference will make all reasonable efforts to achieve the Operating Schedule in Exhibit G, as may be amended from time to time by the Parties, and the Parties understand that service windows will not include temporal separation between Commuter Rail Service and Freight Rail Service absent agreement to the contrary by the Parties.

6.2 Compliance

- (a) NSR shall comply in all material respects and shall require all NSR Users to comply in all material respects, and City shall comply in all material respects and shall require all City Operators to comply in all material respects, with any and all applicable provisions of the Federal Railroad Safety Act, the Federal Locomotive Inspection Act, and the Federal Safety Appliance Act, each as amended, and any other applicable Laws respecting the operation, condition, inspection and safety of its Trains, locomotives, cars and Equipment while such Trains, locomotives, cars, and Equipment are being operated over the Purchased O-Line. City shall comply in all material respects and shall require all City Operators to comply in all material respects with any and all applicable provisions of the Federal Railroad Safety Act,

the Federal Locomotive Inspection Act, and the Federal Safety Appliance Act, each as amended, and any other applicable Laws respecting the operation, condition, inspection and safety of its Trains, locomotives, cars and Equipment while such Trains, locomotives, cars, and Equipment are being operated over the Charlotte-POC Segment. NSR shall indemnify, protect, defend, and hold harmless City and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**City Indemnified Parties**”) from and against all Claims imposed upon City Indemnified Parties under such Laws by any public authority or court having jurisdiction over the Purchased O-Line, when attributable solely to the failure of NSR to comply with its obligations set forth in this Section 6.2. City will require City Operators to indemnify, protect, defend, and hold harmless NSR from and against all Claims imposed upon NSR and NSR Users, and its or their parent company, affiliates, and any or all of their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**NSR Indemnified Parties**”) under such Laws by any public authority or court having jurisdiction over the Purchased O-Line and the Charlotte-POC Segment, when attributable solely to the failure of such City Operator to comply with its obligations set forth in this Section 6.2.

- (b) Upon and after City’s commencement of the Charlotte Commuter Service, while using the Purchased O-Line, NSR shall comply in all material respects, and while using the Purchased O-Line and the Charlotte-POC Segment, City shall require all City Operators to comply in all material respects, with the applicable operating rules, timetables, equipment handling rules and special instructions of the applicable dispatcher. The movement of Trains, locomotives, cars, and Equipment over the Charlotte-POC Segment shall at all times be subject to the orders of the transportation officers of NSR, and upon and after City’s commencement of the Charlotte Commuter Service, the movement of Trains, locomotives, cars, and Equipment over the Purchased O-Line shall at all times be subject to the orders of the Chief Operating Officer of City, or such other Person as City shall designate from time to time; provided, however, that such operating rules, timetables, and special instructions and orders of such transportation officers shall not unjustly discriminate between Users, except that, unless otherwise required by statute or order of the STB or other agency or court exercising jurisdiction, Commuter Rail Service shall be given dispatching preference on the Purchased O-Line and the Charlotte-POC Segment. City shall not make any rule or restriction applying to Trains of NSR that does not apply equally to all other Users’ Trains. No User’s Trains shall include locomotives, cars, or Equipment that exceed the width, height, weight or other restrictions or capacities of the Purchased O-Line and the Charlotte-POC Segment as set forth in the applicable operating rules, timetables, equipment handling rules, and special instructions of the applicable dispatcher.

6.3 Removal of Employees

NSR (as to the Charlotte-POC Segment) and City (as to the Purchased O-Line) (in each case, the “**Respective Owner**”) shall have the right to exclude from its tracks any employee of NSR (as to the Purchased O-Line) or City or a City Operator (as to the Charlotte-POC

Segment) determined by the Respective Owner to be in violation of the Respective Owner's rules, regulations, orders, practices, or instructions promulgated in the normal course of business in writing by the Respective Owner in its timetable or otherwise, and provided in advance to the other Party. The decision to bar any employee(s) of NSR from City's tracks will not be interpreted as a request for NSR to fire the individual(s). The decision to bar any employee(s) of City or a City Operator will not be interpreted as a request for City or said City Operator to fire the individual(s). Each Party shall be responsible with respect to its own employees for any Claims and expenses arising from a Respective Owner excluding such employee from its tracks.

6.4 Qualification of Crews

Prior to commencement of the Charlotte Commuter Service, procedures for qualification and occupancy of any portion of Corridor shall be arranged by the local supervision of NSR. Upon and after City's commencement of the Charlotte Commuter Service, procedures for qualification and occupancy of any portion of the Purchased O-Line shall be arranged by the local supervision of City or the City Operator, and on any portion of the Charlotte-POC Segment shall be arranged by the local supervision of NSR. Procedures for qualification and occupancy shall be administered in a non-discriminatory manner.

6.5 Communications with Dispatcher

When operating over the Purchased O-Line, each of NSR's locomotives and crews shall be equipped to communicate with the dispatcher on radio frequencies normally used by the dispatcher in directing train movements on the Purchased O-Line. When operating over the Charlotte-POC Segment, each City Operator's locomotives and crews shall be equipped to communicate with NSR's dispatcher on radio frequencies normally used by said dispatcher in directing train movements on the relevant section of the Charlotte-POC Segment.

6.6 PTC

- (a) In the event Positive Train Control or other automatic train control system is required by Law on the Purchased O-Line either to initiate the Charlotte Commuter Service or at any time subsequent to commencement of the Charlotte Commuter Service, then City shall, at its sole cost and expense, install such system on the Purchased O-Line that is compatible with the NSR Positive Train Control or equivalent automatic train control system as it then exists, including any upgrades and modifications.
- (b) During and after the Transition Period, and at City's expense on a Fully-Allocated Cost Basis, without profit mark-up, NSR will provide, at the option of City in City's sole discretion, back-end / administrative PTC services (including, without limitation, use of the Interoperable-Electronic Train Management System) on the Purchased O-Line for so long as NSR is dispatching the Purchased O-Line. If City elects to dispatch the Purchased O-line, City may elect to purchase PTC services from NSR pursuant to a separate agreement between the Parties.

6.7 Train Consist Information

In the event NSR is not the dispatcher of the Purchased O-Line, NSR shall furnish to the dispatcher customary train consist information via EDI transmission. This procedure shall be governed by AAR standard reporting procedures for trackage rights carriers.

Article 7. Purchased O-Line Improvements and Maintenance

7.1 During the Transition Period for the Purchased O-Line

- (a) The Parties acknowledge the need to provide for maintenance of the Purchased O-Line during the period of time between (i) the Closing Date and (ii) the commencement of Commuter Rail Service on the Purchased O-Line (the “**Transition Period**”).
- (b) During the Transition Period, City shall be responsible for the design, financing, and construction of the Initial O-Line Improvements set forth in Exhibit F. City shall provide to NSR preliminary plans for track and other rail facility additions, modifications, or betterments and a proposed schedule for the same (“**Description of O-Line Work**”) for its review and approval, not to be unreasonably withheld, conditioned, or delayed. During the Transition Period, NSR shall have sixty (60) days to review the Description of O-Line Work, provide comments and propose any changes it reasonably deems necessary. Within sixty (60) days of receipt of NSR’s comments, City and NSR shall consult and work in good faith until the Parties agree on a final Description of O-Line Work. NSR’s review of the Description of O-Line Work shall focus on freight interoperability, operation and maintenance, and ensuring that, as a matter of normal operating practices, unattended trains, including storage, and overnight staging, and other passenger train sustenance services are performed in such a manner that NSR Trains using the Purchased O-Line are not unduly delayed. In the event the Description of O-Line Work and/or the Initial O-Line Improvements are modified to meet City’s compliance obligations pursuant to NEPA, such modifications will be subject to review and approval by NSR to ensure they do not unreasonably interfere with NSR’s performance of its common carrier obligation and other Freight Rail Service pursuant to the Freight Easement and/or force NSR to modify its service windows or materially increase its operating cost in accordance with Section 4.3(b), and such modifications will be at City’s cost. In the event NSR requests that the City’s initial Description of O-Line Work and/or the Initial O-Line Improvements be modified to accommodate future additional mainline capacity for freight service on the Purchased O-Line, and such modification does not arise from City’s changes to its Commuter Rail Service, such modifications and any associated expenses will be at NSR’s cost.
- (c) During the Transition Period, NSR shall perform Expense Maintenance on the Purchased O-Line in exchange for a reduced Freight Easement Fee as set forth in Section 11.2(a), subject to escalations in accordance with Section 11.2(c). During the Transition Period, NSR shall maintain the Purchased O-Line to the same Level of Utility that existed on the Closing Date, as reflected on the applicable track charts

and any applicable bulletins in effect on the Closing Date (for clarity, as of Closing Date, the Level of Utility is a track speed of 10 mph), unless directed differently by City in its sole discretion and at City's cost, except that any such direction to change the Level of Utility may not unreasonably interfere with NSR's performance of its common carrier obligation or other Freight Rail Service pursuant to the Freight Easement and/or force NSR to modify its service windows or materially increase its operating cost on the Purchased O-Line.

- (d) During the Transition Period, NSR shall notify City of any Capital Maintenance activities needed to be undertaken for NSR to be able to fulfill its Freight Rail Service obligations, or otherwise to ensure that the Purchased O-Line mainline tracks are maintained at not less than the Level of Utility existing as of the Closing Date. The Parties agree to cooperate to develop annual Capital Maintenance plans, with such annual plans being approved by City by October 15 of the year prior to the maintenance year, with such approval not to be unreasonably withheld, conditioned, or delayed if NSR reasonably demonstrates that such Capital Maintenance is required for NSR to be able to fulfill its Freight Rail Service or to otherwise ensure that the Purchased O-Line tracks meet the Level of Utility as of Closing.
- (e) NSR shall perform Capital Maintenance on the Purchased O-Line during the Transition Period. During the Transition Period, NSR shall maintain the Purchased O-Line to the same Level of Utility that existed on the Closing Date, as reflected on the applicable track charts and any applicable bulletins in effect on the Closing Date, unless directed differently by City in its sole discretion and at City's cost, except that any such direction to change the Level of Utility may not unreasonably interfere with NSR's performance of its common carrier obligation or other Freight Rail Service pursuant to the Freight Easement and/or force NSR to modify its service windows or materially increase its operating cost on the Purchased O-Line. In the event the Parties agree to conduct Capital Maintenance that has the effect of increasing the Level of Utility, the Parties will meet and confer to develop a plan for payment, including payment schedule, and sharing or outside funding of the initial cost of such Capital Maintenance. At transfer of the maintenance responsibilities to City at the close of the Transition Period or other earlier time as may be mutually agreed by the Parties, City shall reimburse NSR for the cost of any Capital Maintenance conducted by NSR and for which City has not already paid and that does not require removal in order to operate Commuter Rail Service, in an amount equal to the higher of the appraised value or the undepreciated book value.
- (f) The Parties acknowledge that completion of the Initial O-Line Improvements during the Transition Period will require construction activities in the Purchased O-Line and that the Parties' planning, coordination, and reimbursement for such activities will be covered by a separate agreement.

7.2 After the Transition Period

- (a) The provisions of this Section 7.2 shall apply after the Transition Period.
- (b) As between the Parties, City shall be responsible, at its sole cost, risk, and expense, for the maintenance, repair, and renewal of the Purchased O-Line, as well as maintenance, repair and renewal of switches and sidings within the Purchased O-Line for freight customers, which may be performed either with its own supervision and labor or through that of a contractor. As between the Parties, NSR shall be responsible, at its sole cost, risk, and expense, for the maintenance, repair, and renewal of the Charlotte-POC Segment, as well as maintenance, repair and renewal of switches and sidings for freight customers on the Charlotte-POC Segment, which may be performed either with its own supervision and labor or through that of a contractor. Responsibility for any Claims arising from either Party's performance or non-performance of maintenance activities after the Transition Period will be handled under the provisions of Article 14 (as between NSR and City or any applicable City Operator). City shall cause City Operators, other than City, to hold NSR harmless for any such Claims.
- (c) NSR shall have the right, but not the obligation, to inspect the track condition on the Purchased O-Line to provide for safe Freight Rail Service and may request in writing that City perform any necessary maintenance, repair, and renewal for such safe operations. In the event that City fails to do so and such failure continues for sixty (60) days after written notice from NSR, NSR shall have the right, but not the obligation, with its own forces or with those of a contractor, to provide for maintenance at its own cost on such sections of the Purchased O-Line as may be, in the reasonable judgment of NSR, reasonable or necessary for provision of the current or anticipated Freight Rail Service. The reasonable cost incurred by NSR in undertaking such work shall reduce, dollar for dollar, any Freight Easement Fees due from NSR in the calendar month in which the maintenance costs were incurred. City shall promptly work with NSR to restore City maintenance services over the Purchased O-Line. Any such maintenance undertaken by NSR pursuant to this Agreement shall be without warranty that the Purchased O-Line or any portion thereof is suitable for the operation of commuter trains, and NSR shall not have the right to maintain the Commuter Exclusive Use Property. Responsibility for any Claims arising from NSR's performance or non-performance of maintenance undertaken pursuant to this Section 7.2(c) will be handled under the provisions of Article 14.
- (d) City (through its contractors, which may include NSR) shall keep and maintain the tracks and facilities within the Purchased O-Line at not less than the Level of Utility existing as of the Closing Date, including the speeds shown in Exhibit K. In the event that City fails to do so and such failure continues for sixty (60) days after written notice from NSR, NSR shall have the right, but not the obligation, with its own forces or with those of a contractor, to provide for maintenance on such sections of the Purchased O-Line as may be, in the reasonable judgment of NSR, reasonable or necessary for provision of the current or anticipated Freight Rail

Service. The reasonable cost incurred by NSR in undertaking such work shall reduce, dollar for dollar, any Freight Easement Fees due from NSR in the calendar month in which the maintenance costs were incurred. City shall promptly work with NSR to restore City maintenance services over the Purchased O-Line. Any such maintenance undertaken by NSR pursuant to this Section 7.2(d) shall be without warranty that the Purchased O-Line or any portion thereof is suitable for the operation of Commuter Trains. City shall cause all City Operators and City Contractors to indemnify and hold harmless the NSR Indemnified Parties for and Claims arising from NSR's performance or non-performance of maintenance undertaken pursuant to this Section 7.2(d). City shall have no Claim against NSR arising from NSR's performance or non-performance of maintenance undertaken pursuant to this Section 7.2(d), provided that liability will be addressed in accordance with Article 14.

- (e) NSR (through its contractors, which may include NSR) shall keep and maintain the tracks and facilities within the Charlotte-POC Segment at not less than the Level of Utility existing as of the Closing Date, including the speeds shown in Exhibit K. In the event that NSR fails to do so and such failure continues for sixty (60) days after written notice from City, City shall have the right to withhold the Passenger Rights Fee until such maintenance is completed and may pursue any other Damages or Claims in accordance with this Agreement.
- (f) City may request in writing that NSR perform additional maintenance on the Charlotte-POC Segment, and, upon concurrence of NSR, NSR will perform such additional maintenance at City's cost and expense.

Article 8. Additional Capital Improvements

8.1 Existing Connections

Existing connections or facilities on or connected to the Purchased O-Line segment that are jointly used by Users under one or more separate agreements shall continue to be maintained and repaired by and at the expense of the party or parties responsible for such maintenance, repair, and renewal under such agreements.

8.2 Right to Propose and Prosecute Future Capital Improvements

This Article 8 applies to Capital Improvements to the Purchased O-Line or the Charlotte-POC Segment that are in addition to the Initial O-Line Improvements and the Initial Charlotte Improvements, respectively. In the event either Party elects to install, construct, or renew Capital Improvements along the Purchased O-Line, the Parties shall cooperate to resolve any encroachments that may materially interfere with the location of such Capital Improvements. To the extent NSR deems it necessary to address any encroachment on the Purchased O-Line that, in NSR's sole judgment, stands to interfere with NSR's Freight Rail Service, the Parties shall cooperate to address such encroachment to the extent permitted by Law, including the invocation of such rights of City as owner of the Purchased O-Line as may be necessary or desirable to address such encroachment.

- (a) Except as may be required to maintain a continuous route capable of handling at least the current weight and clearance capacity, including where extra-dimensional (high/wide) loads can be currently operated, as identified in Exhibit L, City, from time to time and at its sole cost and expense, may make changes in, additions and betterments to or retirements from the Purchased O-Line as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any Law, provided that such changes, additions, betterments, or retirements do not unreasonably interfere with NSR's performance of its common carrier obligation or other Freight Rail Service pursuant to the Freight Easement and/or force NSR to modify its service windows or materially increase its operating cost on the Corridor, and subject to Section 4.1(e). Such additions and betterments shall become a part of the Purchased O-Line and such retirements shall be excluded from the Purchased O-Line. Financial responsibility for the on-going maintenance costs of any modifications and/or improvements made pursuant to this Section 8.2(a) shall be allocated to City. City shall have the right, with sixty (60) days advance notice and the provision of supporting materials detailing any reasonably anticipated negative impact to NSR or delay to Freight Rail Service arising therefrom, to prosecute future Capital Improvements on the Purchased O-Line.
- (b) NSR shall have the right to propose future Capital Improvements to the Purchased O-Line reasonable or necessary to serve new or existing customers, subject to Section 4.2. In such a case, NSR shall submit plans for track and other rail facility additions, modifications, or betterments and a proposed schedule for the same ("**Description of Future NSR Work**") to City. City shall have sixty (60) days to review the Description of Future NSR Work, provide comments and propose any changes it reasonably deems necessary. The Parties shall work reasonably and in good faith, provided that City shall be obligated to accept any proposal for Capital Improvements that does not unreasonably interfere with City's Commuter Rail Service or force City to modify its Operating Schedule or otherwise reduce City's rights pursuant to this Agreement, but the design and construction thereof shall be subject to the procedures set forth in Section 4.2.

8.3 Responsibility for Performance of Work

All work associated with Capital Improvements undertaken pursuant to this Article 8 shall be the responsibility of NSR when the Capital Improvement is made on the Charlotte-POC Segment (excluding, for the avoidance of doubt, the Purchased O-Line). All work associated with Capital Improvements undertaken pursuant to this Article 8 shall be the responsibility of City when the Capital Improvement is made on the Purchased O-Line or on the New Gateway Platform, unless otherwise agreed by the Parties. However, either Party shall be entitled to freely subcontract any components of such work for which it is responsible under this Section 8.3. The Parties agree that either Party may satisfy any flagging requirements to access the Corridor by providing its own flaggers, provided that such flaggers comply with the operational and safety standards set forth by the Respective Owner. Notwithstanding anything to the contrary in this Section 8.3, all coordination with CSX regarding installation of a diamond for the crossing as part of the Initial Charlotte Improvements shall be the responsibility of NSR. Failure of CSX to install a diamond shall

not be grounds for termination of this Agreement. To the extent requested by City, NSR shall participate and cooperate in good faith with City in any required coordination with CSX regarding the diamond for crossing the Purchased O-Line.

8.4 Funding Responsibility for Capital Improvements

Unless the Parties otherwise agree to share costs, the upfront capital costs of any Capital Improvement undertaken pursuant to this Article 8 shall be borne by the Party proposing the Capital Improvement. Prior to placing any Capital Improvement into operations, the Parties shall collaborate in good faith to allocate financial responsibility for ongoing maintenance costs between the Parties in proportion to the anticipated maintenance needs arising from each Party's anticipated use of the corresponding Capital Improvement. However, whenever deemed appropriate by the Parties, they may adjust such responsibility for ongoing maintenance or agree to another basis by which to allocate ongoing maintenance costs for a particular Capital Improvement.

Article 9. Clearing of Wrecks

9.1 Clearing of Wrecks

- (a) Whenever NSR's use of the Purchased O-Line requires rerailling, wrecking service or wrecking train service, NSR shall be responsible to perform or provide such service, including the repair and restoration of roadbed, track, and structures so as to minimize the impact on City and NSR operations, unless otherwise agreed in writing between the Parties. The cost, liability, and expense of the foregoing, including without limitation any Damages, shall be apportioned in accordance with the provisions of Article 14. All locomotives, cars, and Equipment and salvage from the same so picked up and removed that are owned by or under the management and control of or used by a City Operator at the time of such wreck shall be promptly delivered to the City Operator.
- (b) Whenever City's use of the Purchased O-Line requires rerailling, wrecking service or wrecking train service, City shall be responsible to perform or provide such service, including the repair and restoration of roadbed, track, and structures so as to minimize the impact on City and NSR operations, unless otherwise agreed in writing between the Parties. The cost, liability, and expense of the foregoing, including without limitation any Damages, shall be apportioned in accordance with the provisions of Article 14. All locomotives, cars, and Equipment and salvage from the same so picked up and removed that are owned by or under the management and control of or used by NSR at the time of such wreck shall be promptly delivered to NSR.
- (c) Whenever City's use of the Charlotte-POC Segment requires rerailling, wrecking service or wrecking train service, NSR shall be responsible to perform or provide such service, including the repair and restoration of roadbed, track, and structures so as to minimize the impact on City and NSR operations, unless otherwise agreed in writing between the Parties. The cost, liability, and expense of the foregoing,

including without limitation any Damages, shall be apportioned in accordance with the provisions of Article 14. All locomotives, cars, and Equipment and salvage from the same so picked up and removed that are owned by or under the management and control of or used by a City Operator at the time of such wreck shall be promptly delivered to the City Operator.

Article 10. Catastrophic Events

10.1 Catastrophic Event

In the event that a portion of the Corridor owned by a given Party (a “**Casualty Party**”) is damaged or destroyed as a result of a catastrophic event (including cyberattack, fire, earthquake, flood, tornado, hurricane, explosion, wreck (including derailment), act of terrorism, or other casualty) (each a “**Catastrophic Event**”), the Casualty Party shall not have an obligation under this Agreement to restore such portion of the Corridor (the “**Respective Portion**”) except to the extent of a failure to fulfill the Casualty Party’s obligation under Article 7. Notwithstanding the immediately preceding sentence, within sixty (60) days of the occurrence of any such Catastrophic Event (or a longer period of time if such extension is required to resolve an insurance claim), the Casualty Party shall notify the other Party (the “**Non-Casualty Party**”) of the Casualty Party’s intent to restore or decline to restore the damaged or destroyed portion of the Corridor.

10.2 Non-Casualty Party Option

If the Casualty Party makes the notification in Section 10.1, the Non-Casualty Party shall have the right (but not the obligation) to bear the cost and expense of restoration of the damaged or destroyed portion of the Corridor to a level it deems necessary for Freight Rail Service or Commuter Rail Service, as the case may be, provided that the terms and conditions for construction of such restored portion of the Corridor shall be determined in accordance with Article 8.

Article 11. Compensation and Payment of Bills

11.1 Compensation

- (a) During the Term, NSR shall compensate City monthly in arrears for any NSR or NSR User’s use of the Purchased O-Line by paying to City a sum computed by multiplying (i) the Freight Easement Fee, as hereinafter defined, by (ii) the number of cars (loaded or empty) moved by NSR or an NSR User over the Purchased O-Line by (iii) the miles of the Purchased O-Line over which the cars are moved by NSR or an NSR User.
- (b) During the Term, City shall compensate NSR monthly in arrears for each City Operator’s use of the Charlotte-POC Segment by paying to NSR a sum computed by multiplying (i) the Passenger Rights Fee, as hereinafter defined, by (ii) the number of Trains moved by a City Operator over the Charlotte-POC Segment by (iii) the miles of the Charlotte-POC Segment over which the Trains are moved by a City Operator.

11.2 Amounts Due

- (a) The “**Freight Easement Fee**” shall initially be set at 20/100 Dollars (\$0.20) per loaded or empty car mile during the Transition Period. After the Transition Period, the Freight Easement Fee will be set at 45/100 Dollars (\$0.45) per loaded or empty car mile. The Freight Easement Fee shall be subject to change to reflect any increase or decrease subsequent to the Effective Date in labor, material and other costs in accordance with Section 11.2(c).
- (b) The “**Passenger Rights Fee**” shall initially be set at Twenty-Six and 68/100 Dollars (\$26.68) per Train mile. The Passenger Rights Fee shall be subject to change to reflect any increase or decrease subsequent to the Effective Date in labor, material and other costs in accordance with Section 11.2(c).
- (c) Each of the Freight Easement Fee and the Passenger Rights Fee, shall be revised and the newly revised fees made effective July 1 of each year, beginning July 1, 2025, to compensate for the prior year increase or decrease in the cost of labor and materials, excluding fuel, as reflected in Table C, Quarterly Indexes of Chargeout Prices and Wage Rates (1977=100), Series RCR, included in AAR Railroad Cost Indexes and supplements thereto, issued by the AAR. In making such determination, the final “material prices, wage rates and supplements combined (excluding fuel)” index for the East District Quarter Three (3) shall be used. The respective Freight Easement Fee and the Passenger Rights Fee shall be revised by calculating the percentage of increase or decrease for the year to be revised based on the final index of the most recently completed Quarter Three (3) as related to the final index of the Quarter Three (3) of the year prior to the most recently completed calendar year; and applying this percentage of increase or decrease to the respective Freight Easement Fee and the Passenger Rights Fee to be escalated. Notwithstanding the foregoing, under no circumstances shall the Freight Easement Fee or the Passenger Rights Fee be less than those set forth in Section 11.2(a) and Section 11.2(b), respectively.
- (d) In the event the AAR or any successor organization discontinues publication of the Quarterly Indexes of Chargeout Prices and Wage Rates (1977=100), an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the Parties.

11.3 Compensation of Use

- (a) NSR shall furnish City, in care of City representative, as designated in writing from time to time, by the fifteenth (15th) calendar day of each month, a statement of the number of loaded and empty cars that operated over the Purchased O-Line during the prior month, and the number of miles, or any portion thereof, the cars moved over the Purchased O-Line during the prior month. City shall render billing to NSR for NSR’s previous month’s use of the Purchased O-Line computed in accordance with the terms and conditions of this Agreement.

- (b) City shall furnish NSR, in care of NSR representative as designated in writing from time to time, by the fifteenth (15th) calendar day of each month, a statement of the number of Trains that operated over the Charlotte-POC Segment during the prior month and the number of miles, or any portion thereof, the Trains moved over the Charlotte-POC Segment during the prior month. NSR shall render billing to City for City's previous month's use of the Charlotte-POC Segment computed in accordance with the terms and conditions of this Agreement.

11.4 Payments

- (a) Bills rendered for charges other than those set forth in Section 11.1 shall include direct labor and material costs, together with the surcharges, overhead percentages and equipment rentals as specified by City at the time any work is performed by City for NSR or as specified by NSR at the time any work is performed by NSR for City.
- (b) All payments called for under this Agreement shall be made within sixty (60) days after receipt of accurate, undisputed bills therefor. Except in any given case in which the City has sufficient knowledge that a violation of N.C.G.S.A. § 159-181 or any successor Law would occur, no such payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any payment discrepancies reconciled between the Parties hereto shall be adjusted in the accounts of a subsequent month. The records of each Party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other Party for a period of three (3) years from the date of billing. The Parties acknowledge that a significant amount of the information contained in the records will be commercially sensitive and highly confidential information and will implement this Section 11.4(b) in a manner so as to best protect that information from public disclosure, subject to Section 22.9.
- (c) All payments shall be made by wire transfer according to instructions supplied on the invoice.

11.5 Audits and Recordkeeping

- (a) The Parties shall establish and maintain accurate records, in accordance with U.S. generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement (the "**Records**"). Separate records shall be established and maintained for all payments incurred under this Agreement.
- (b) NSR shall maintain the Records for at least three (3) years from the date of the final payment for that year made to City under this Agreement. City shall maintain the Records for at least three (3) years from the date of the final payment for that year made to NSR under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Parties shall thereafter continue to maintain the Records at least until that dispute has been finally

decided and the time for all available challenges or appeals of that decision has expired.

- (c) The Parties or their representatives may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice during the three (3) year period specified in Section 11.5(b). The Parties acknowledge that a significant amount of the information contained in the Records will be commercially sensitive and highly confidential information and will cooperate to implement this Section 11.5 in a manner so as to best protect that information in accordance with Section 22.9.

Article 12. Mileage and Car Hire

12.1 Mileage and Car Hire

All mileage and car hire charges accruing on cars in NSR's Trains on the Purchased O-Line shall be assumed by NSR and reported and paid directly by NSR.

Article 13. Insurance

13.1 Insurance Requirement

Each Party shall provide and maintain throughout the Term insurance in the kinds and amounts specified herein. Except where a Party is self-insured for the liabilities hereunder, such insurance must be obtained from one or more insurers: (i) licensed to transact insurance business in the State of North Carolina and (ii) with a current A.M. Best Rating of A:VII or better or a comparable successor rating.

13.2 NSR Insurance

During the pendency of this Agreement, NSR undertakes to act and will continue to act as a self-insurer with respect to certain of its liabilities, if any, and will pay all sums that it will become legally obligated to pay in connection with this Agreement.

13.3 City Obligations

- (a) City shall not permit a City Operator to operate on the Purchased O-Line without that City Operator first entering into an agreement with NSR that provides the indemnification and insurance protections and remedies set forth in Exhibit J unless modified or waived by NSR in writing at the time, such modification or waiver to be provided by NSR in its sole discretion. The City Operator agreement with NSR must include, without limitation, the indemnity and insurance provisions identified in Exhibit J and shall be executed and in place from and after substantial completion of any of the Initial O-Line Improvements and prior to any pre-revenue testing.
- (b) City shall cause its contractors (other than a City Operator) performing construction, maintenance, or other services on the Purchased O-Line to indemnify, defend, and hold harmless NSR to the same extent City itself is entitled to indemnity under its agreements with any such contractor. In addition, City shall

require that each contractor engaged by City (other than a City Operator) for the performance of construction, maintenance, or other services on the Purchased O-Line is adequately insured in accordance with the requirements outlined in Exhibit I or, where such contractor requires a construction contract with NSR, with the requirements outlined in an appropriate construction contract with NSR. City shall require each contractor to name City and NSR as indemnitees under any contract let by City.

- (c) Notwithstanding Section 13.3(b), insurance and indemnification terms in the principal design and construction contracts for the Initial O-Line Improvements shall be reviewed and approved at NSR's sole discretion prior to solicitation of these contracts.
- (d) This Section 13.3(d) shall govern City's obligations with respect to insurance and related requirements during the period beginning on the Effective Date and continuing through the date that all insurance for the construction of the Initial O-Line improvements is in place to the satisfaction of NSR (the "**Interim Period**").
 - i. On the Effective Date, City shall deposit the amount of \$10,000,000 into a fund (the "**Guaranty Fund**") established with U.S. Bancorp (the "**Escrow Agent**") pursuant to a separate agreement among City, NSR and the Escrow Agent. At any time that NSR determines that City is unable or unwilling to fulfill City's obligations arising under Article 14, NSR may determine the amount of funds to be withdrawn from the Guaranty Fund that would be reasonably sufficient to fulfill City's obligations to NSR pursuant to Article 14 at that time, provided that (A) the Escrow Agent will be directed to disburse funds in any given instance only upon receipt of written instructions signed by NSR and City, and (B) City's determination whether to sign or refrain from signing a given instruction shall be based solely on the plain language of Article 14 without regard to any principles of sovereign immunity or other limitations of North Carolina law that might otherwise pertain to City. City shall be responsible for any costs associated with the establishment and administration of the Guaranty Fund.
 - ii. Within six (6) months after the Closing Date, NSR and City shall select and enter into an agreement with a mutually agreed third-party administrator (the "**TPA**") pursuant to which, among other things:
 - A. City will deposit into a fund established with the TPA, or as the TPA may otherwise direct, the amount of \$10,000,000 (the "**Self-Insurance Fund**");
 - B. at any time that the balance of the Self-Insurance Fund shall be less than \$5,000,000, City shall deposit into the Self-Insurance Fund an amount sufficient to restore the balance of the Self-Insurance Fund to \$10,000,000;

- C. at any time that NSR determines that City is unable or unwilling to fulfill City's obligations arising under Article 14, NSR may file a claim with the TPA for recovery from the Self-Insurance Fund; and
- D. the TPA will determine the validity and amount of each claim based on the plain language of Article 14 without regard to any principles of sovereign immunity or other limitations of North Carolina law that might otherwise pertain to City.

City shall be responsible for any costs associated with the establishment and administration of the Self-Insurance Fund. With respect to City's obligations under Section 13.3(d)(ii)(A) above, any amounts remaining in the Guaranty Fund may be transferred to the Self-Insurance Fund and credited towards the City's required contributions to the Self-Insurance Fund upon the consent of NSR, which consent may not be unreasonably withheld, conditioned or delayed. Upon establishment and operation of the Self-Insurance Fund to the reasonable satisfaction of NSR, the Guaranty Fund shall be dissolved and the balance thereof, if any, refunded to City.

- iii. City at any time may elect to obtain and thereafter maintain at all times during the remainder of the Interim Period commercial general liability (CGL) insurance with respect to the Purchased O-Line as acceptable to NSR and with combined limits of Fifteen Million Dollars (\$15,000,000) (per occurrence) and Thirty Million Dollars (\$30,000,000) (annual aggregate), and City shall name NSR as an additional insured covering City's contractual liability to NSR as identified in Article 14, but notwithstanding Section 14.2(d). For purposes of this Section 13.3(d)(iii) and the insurance protections afforded NSR, Article 14 shall be interpreted so as to be effective and valid, notwithstanding sovereign immunities of the City, or any inability of City to provide indemnification. With respect to any CGL policy, such policy shall also include endorsement CG 24 17 10, contractual liability for railroads and shall be primary and non-contributory with any insurance maintained by NSR. Additional insured protections to NSR shall extend to products and completed operations. Upon the inception of any City insurance satisfying the requirements of this Section 13.3(d)(iii), then (A) the Guaranty Fund shall be dissolved and the balance thereof, if any, refunded to City and (B) the Parties shall terminate any agreement with the TPA and any Self-Insurance Fund shall be dissolved and the balance thereof, if any, refunded to City.

Article 14. Liability

14.1 Applicability and Definitions

Financial responsibility for liability for Damages arising from activities (including, without limitation, Incidental Use) on or about the Purchased O-Line or the Charlotte-POC Segment covered by this Agreement shall be allocated as provided in this Article 14.

Nothing in this Article 14 shall apply to the New Gateway Platform and, as between the Parties, City shall be solely responsible and liable for any Loss or Damage arising from, resulting from, or connected with the New Gateway Platform, and NSR shall have no liability or responsibility therefor, except as set forth in the New Gateway PSA.

14.2 General

- (a) Except as is otherwise expressly provided by Section 14.3, whenever any Damages occur on or about the Purchased O-Line, including, without limitation, any Damages of or to City, City Operator, City Contractors, or City's agents or employees, Commuter Rail Passengers, Other Invitees, trespassers on or about the Purchased O-Line and/or any other Person on, about, or crossing the Purchased O-Line at highway or roadway crossings or elsewhere by automobile, truck, foot or otherwise, then any and all liability, cost and expense for the Damages so occurring shall be borne entirely by City.
- (b) Except as is otherwise expressly provided by Section 14.3, whenever any Damages occur on or about the Charlotte-POC Segment, including, without limitation, any Damages of or to trespassers on or about the Charlotte-POC Segment and/or any other Person on, about, or crossing the Charlotte-POC Segment at highway or roadway crossings or elsewhere by automobile, truck, foot or otherwise, then any and all liability, cost and expense for the Damages so occurring shall be borne entirely by NSR.
- (c) Whenever any liability, cost or expense is to be assumed by, borne by or apportioned to NSR hereto under any of the provisions of this Article 14, then NSR shall forever protect, defend, indemnify and hold harmless City, its officers, agents, and employees, from and against that liability, cost, and expense assumed by NSR or apportioned to it, regardless of whether or not the Damages giving rise to any such liability, cost or expense is caused in whole or in part and to whatever nature or degree by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of NSR, City, or its or their officers, agents and employees, and/or any other Person whomsoever.
- (d) Whenever any liability, cost or expense is to be assumed by, borne by or apportioned to City hereto under any of the provisions of this Article 14, then City shall forever protect, defend, indemnify and hold harmless, and City shall cause City Operator to forever protect, defend, indemnify and hold harmless, NSR, its officers, agents, and employees, from and against that liability, cost, and expense assumed by City or apportioned to it, regardless of whether or not the Damages giving rise to any such liability, cost or expense is caused in whole or in part and to whatever nature or degree by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of NSR, City, or its or their officers, agents and employees, and/or any other Person whomsoever.

- (e) Notwithstanding any other provision in this Agreement, any and all obligations of the City in this Agreement to provide indemnification or defense to any other person or entity shall be subject to the extent permissible by applicable Laws.

14.3 Certain Allocations of Responsibility

The following provisions shall govern the liability, cost and expense and the responsibility of the parties hereto, as between themselves, arising out of, resulting from, or connected with the movement of Trains, locomotives, cars, and Equipment on the Purchased O-Line and the Charlotte-POC Segment (without limiting the application of this Section 14.3 to any other incident or occurrence, for the avoidance of doubt, an occurrence involving a Train, locomotive, car, or Equipment of or in the account of either Party on the one hand, and on the other hand, either (i) a third party at a highway or grade crossing of the Purchased O-Line or the Charlotte-POC Segment or (ii) a trespasser, shall be governed by Section 14.3(a) or 14.3(b), as applicable.)

- (a) Whenever any Damages (including, without limitation, Damages to Commuter Rail Passengers or Other Invitees or trespassers) occur with the Trains, locomotives, cars, or Equipment of or in the account of only City being involved, then City shall assume, and shall require City Operator to assume, all liability therefor, and bear all cost and expense in connection therewith, including, without limitation, all cost and expense referred to in Article 9 hereof.
- (b) Whenever any Damages occur with the Trains, locomotives, cars, or Equipment of or in the account of only NSR being involved, then (except for Damages to Commuter Rail Passengers or Other Invitees, the liability, cost and expense for which will be solely assumed by City as set forth in Section 14.3(a)), NSR shall assume all liability therefor, and bear all cost and expense in connection therewith, including without limitation, all cost and expense referred to in Article 9 hereof.
- (c) Whenever any Damages (including, without limitation, Damages to Commuter Rail Passengers or Other Invitees) occur with the Trains, locomotives, cars, or Equipment of or in the account of both City and NSR being involved, then:
 - (i) City and NSR shall separately assume and bear all liability, cost, and expense for loss of, damage to or destruction of Trains, locomotives, cars (including, without limitation, lading), and Equipment operated by each of them (it being agreed that the City Operator's operation of any of the foregoing shall be deemed to be City's operation thereof);
 - (ii) City shall assume and bear all liability, cost and expense for injury to and death of Commuter Rail Passengers, Other Invitees and City's officers, agents, contractors, and employees (including City Operator);
 - (iii) NSR shall assume and bear all liability, cost, and expense for injury to and death of NSR's officers, agents, contractors, and employees; and

- (iv) City and NSR shall equally assume and bear all liability, cost and expense for injury to or death of any person (including, without limitation, trespassers) not referenced in Section 14.3(c)(ii) or 14.3(c)(iii) and for loss of, damage to, and destruction of all other property not referenced in Section 14.3(c)(i) so occurring, including, without limitation, all cost and expense referred to in Article 9 hereof.
- (d) Except as provided in Section 14.3(e), whenever any Damages occur with the Trains, locomotives, cars, or Equipment of or in the account of both NSR and any railroad other than City using the Purchased O-Line or the Charlotte-POC Segment being involved, then as between City and NSR, the provisions of Section 14.3(c) shall apply for the purpose of determining NSR's assumption and apportionment of liability, cost, and expense.
- (e) Whenever any Damages occur with the Trains, locomotives, cars, or Equipment of or in the account of City, NSR, and any other railroad using the Purchased O-Line or the Charlotte-POC Segment being involved, then, as between City and NSR, the provisions of Section 14.3(c) shall apply for the purpose of determining each Party's assumption and apportionment of liability, cost, and expense, provided however that NSR's share of that liability, cost, and expense that is to be borne equally by City and NSR under Section 14.3(c)(iii) above shall be reduced from one-half (1/2) to one-third (1/3) of such liability, cost and expense in the event that such other railroad bears and pays to City one-third (1/3) or more of the aforesaid liability, cost and expense.
- (f) Notwithstanding subsections (a) through (e) of this Section 14.3, whenever the sole negligence, gross negligence, or willful or wanton misconduct of, or the failure to comply with the terms of this Agreement by a Party are the primary actual or proximate causes of Damages, then the Party who was at fault shall assume and bear all liabilities, costs and expenses in connection with the Damages so occurring.
- (g) Notwithstanding subsections (a) through (f) of this Section 14.3, NSR's duty to indemnify, defend, and hold harmless City under this Section 14.3 for Claims on the Purchased O-Line shall not include:
 - (i) any Claim or Damages, irrespective of any negligence or fault of NSR, its employees, agents, or servants or howsoever the same shall occur or be caused, that arises as a result of activities conducted by or for the account of City or a City Operator pursuant to this Agreement. For the avoidance of doubt, NSR's performance of dispatch, maintenance, and PTC services neither expands nor contracts the categories of injuries/damages for which NSR indemnifies City under this Section 14.3;
 - (ii) Coincidental NSR Employee Passengers; or
 - (iii) any Claim or loss with respect to NSR Agents or Employees whose injury or loss is proximately caused as a result of (i) a collision of a vehicle or a

Person with a Commuter Rail Train, or (ii) a collision of a derailed Commuter Rail Train or any part thereof with any Person, property, or object on or off the Corridor.

- (h) In case a suit asserting liability shall at any time be brought against NSR or any of NSR Indemnified Parties for which Section 14.3(g) applies, City shall cooperate, and shall make reasonable efforts to ensure City Operator cooperates, in good faith with NSR to require any third parties having a duty to defend and indemnify NSR for such liabilities (as described on Exhibit I and/or Exhibit J) to in fact defend and indemnify NSR for such liabilities.
- (i) Notwithstanding any provision of this Agreement to the contrary and regardless of the nature of the cause of action (whether in contract, tort or otherwise), in no event shall either Party be liable for the other Party's incidental, special, indirect, consequential or punitive damages whatsoever (including but not limited to lost profits, business interruption expenses, lost use of equipment, liability to a party's customers for liquidated damages or other damages) arising out of or related to the activities contemplated by this Agreement, even if advised by such Party of the possibility of such damages. Under no circumstances shall either Party be entitled to recover its attorneys' fees and legal cost and expenses from the other Party for a Dispute arising out of this Agreement.
- (j) For purposes of this Section 14.3, the term "Person" shall include, without limitation, the employee(s) of a Party hereto and the term "employees" shall mean and include: (i) employees of a Party hereto; (ii) for each Party hereto, the invitee(s) to the Purchased O-Line of each such Party, which shall include the employees of contractors and subcontractors of such Party, excluding Commuter Rail Passengers and Other Invitees.

14.4 Installment Payments

In every case of death or injury suffered by an employee of either City or NSR, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability, or other law, and either of the Parties, under the provisions of this Agreement, is required to pay such compensation, if such compensation is required to be paid in installments over a period of time, such Party shall not be released from paying any such future installments by reason of the assignment, expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

14.5 Validity

Each provision of this Article 14 shall be interpreted so as to be effective and valid. In the event that any provision of this Article 14 shall for any reason be held invalid, illegal or unenforceable in any respect, then this Article 14 shall be construed as if such provision had never been contained herein in order to effect to the fullest extent the purposes of this Article 14 and the intentions of the parties with respect thereto.

14.6 No Third Party Beneficiaries, Other Remedies

Nothing expressed or implied in this Article 14, including, without limitation, Sections 14.3(e) and (f) hereof, is intended to or shall be construed to: (a) confer upon or to give any Person or Governmental Authority other than the Parties, their respective legal representatives, successors, or assigns any right or benefit under or by reason of this Article 14, or (b) limit or restrict either Party from seeking damages, redress or other relief from any Person or Governmental Authority other than the Parties, their respective legal representatives, successors, or assigns.

14.7 Release of Hazardous Materials

In the event NSR's continued freight operations over the Purchased O-Line result in a Release of Hazardous Materials, NSR shall remediate or cause to be remediated such Release of Hazardous Materials to the extent required by Hazardous Materials Laws, including utilizing institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Purchased O-Line for railroad purposes and Commuter Rail Service purposes, the initial cost for which shall be borne by NSR; provided, however, that NSR shall remain entitled to pursue any right or remedy to which it is entitled at Law or equity against any Person, including City, for the recovery of such cost and Damages, if any, sustained by NSR; provided further that if NSR is determined, by final judgment, after all appeals, to be at fault for the Release of Hazardous Materials, NSR shall indemnify and defend the City Indemnified Parties for loss or damage proximately caused by the Release of Hazardous Materials. Such responsibility and/or indemnity and defense by NSR pursuant to this Section 14.7 shall not extend to any condition or impairment howsoever caused prior to the Effective Date or resulting from actions or omissions of City (or of City Operator, City Contractors, or City's agents) or that is created by City's operations (or of City Operator, City Contractors, or City's agents) from and after the Effective Date. City, to the extent permitted by Law, agrees to indemnify and hold the NSR Indemnified Parties harmless from and against, and shall require City Operator to indemnify and hold the NSR Indemnified Parties harmless from and against, any claims, causes of action, damages, fines or penalties arising with respect to any adverse environmental conditions or environmental impairment created by City's or City Operator's operations (including those of City Contractors or agents) after the Effective Date on or about the Purchased O-Line or the Charlotte-POC Segment. This Section 14.7 shall not (a) serve to terminate any rights or liabilities accruing under any other title instruments or agreements between the Parties, nor (b) modify, amend or supersede the obligations, releases, indemnities and allocations of responsibility set forth in, or executed in connection with the Primary PSA or other sections in this Article 14 of this Agreement.

14.8 Investigations

- (a) Except as provided in Section 14.8(b), all Claims and Damages 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. For avoidance of doubt, the Parties agree that City shall have the obligation to investigate any and all such Claims or Damages involving Commuter

Rail Passengers or Other Invitees, notwithstanding NSR's potential liability pursuant to Section 14.3(b).

- (b) NSR will investigate, adjust and defend all freight loss and damage claims filed with it in accordance with applicable provisions of Law and all claims, injuries, and deaths of NSR's employees, for which either NSR or City solely or NSR and City jointly may have any liability under the provisions of this Agreement.
- (c) The Party hereto receiving notice of the filing of a claim will promptly notify the other Party of such filing where liability therefor may be joint or that of the other Party. City and NSR will cooperate with each other in all such investigations, adjustments, and defenses, and City and NSR will provide each other, upon request therefor, a copy of all documents and written communications and produce witnesses, experts, or exhibits in their employment or control to assist in the preparation and defense of any such Claim and/or litigation with respect thereto.
- (d) In the event a Claim or suit is asserted against any Party that is another'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, and the Party relieved of duties in respect of such claim or suit shall cooperate as requested by the Party investigating, adjusting or defending said claim or suit.
- (e) 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.
- (f) Neither Party shall settle or compromise any claim, demand, suit or cause of action of any employee for which the other Party has any liability under this Agreement without the concurrence of the other Party if the consideration for such settlement or compromise exceeds Fifty Thousand and no/100 Dollars (\$50,000.00).
- (g) For purposes of this Section 14.8, where City has responsibility for investigation, adjustment, and/or defense, City shall undertake or shall require that City Operator undertakes such investigation, adjustment, and/or defense. It is understood that nothing in this Section 14.8 shall modify or waive the conditions, obligations, assumptions, or apportionments provided elsewhere in this Article 14 or elsewhere in this Agreement.

14.9 Corrective Amendments

The Parties acknowledge and agree that the allocation of liability and other provisions of this Article 14 were a material inducement to both Parties' agreement to enter into this Agreement and that in the event that as a result of legislative action, court decision, regulation or otherwise, said allocations of liability and/or the other provisions of this Article 14 are found to be, or become unenforceable or modified in any manner that would affect the substantive rights of either Party, the Parties shall promptly negotiate such amendments to this Agreement as are mutually satisfactory and necessary to protect the

intent of this Article 14. If the statutory modification, court decision, regulation or other event substantially impairs either Party's liability indemnification protection under this Article 14 or the availability of any of the insurance described in Article 13, and the Parties cannot reach agreement on a satisfactory amendment to eliminate such substantive impairment within 30 days from the date of said statutory modification, court decision, regulation, or other event becomes effective, or such longer time as the Parties may agree in writing, then the matter shall constitute a Dispute subject to Article 18.

Article 15. Employee Claims and Remedies

15.1 Employee Claims and Remedies

Each of NSR and City agrees to indemnify and hold harmless the other Party, and City shall cause each City Operator to indemnify and hold NSR harmless, from and against 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 or their collective bargaining representatives, either pursuant to applicable employee protective conditions, pursuant to a collective bargaining agreement, or imposed by a Governmental Authority upon the agency's approval or exemption of this Agreement and arising out of the Party's operations hereunder. It is the Parties' intention that each Party or the City Operator, as applicable, shall bear the full costs of protection of its own employees under employee protective conditions that may be imposed, and of grievances filed by its own employees arising under its collective bargaining agreements with its employees, if applicable.

Article 16. Funding Partners

16.1 Funding Partners

The Parties agree to work cooperatively and creatively to reach one or more agreements as may be required for City to satisfy the requirements of any Funding Partner, including any reasonably necessary amendment to this Agreement. Notwithstanding the immediately preceding sentence, nothing in this Agreement, expressed or implied, shall be construed to commit NSR to agree to any service outcome in any such agreement. Any increase in costs to NSR under this Agreement reasonably determined to be the direct result of satisfying the requirements of any Funding Partner providing funds shall be borne solely by City, unless the funds involved are or have the typical obligations associated with federal formula funds or North Carolina general fund allocations or would have resulted in the absence of such funding.

Article 17. Assignment

17.1 Assignment

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties, including any Person, succeeding to the ownership of substantially all of the assets or business of NSR or into which NSR is merged or consolidated. Upon prior notice to NSR, City may assign this Agreement to another agency

of the City of Charlotte, North Carolina, or an agency or authority created pursuant to the North Carolina General Statutes to carry out public transit services within the greater Charlotte-Mecklenburg metropolitan area, to undertake City's obligation and the activities contemplated by this Agreement. NSR expressly reserves the right to assign or delegate all or any part of NSR's rights and duties hereunder to one or more third parties, including without limitation a qualified intermediary as defined by Treasury Regulation Section 1.1031(k)(1)(g)(4), in connection with a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code (this last type of assignment being called a "**Intermediary Assignment**"), provided, however, that except for an Intermediary Assignment, any such assignment and/or delegation shall be subject to the consent of City, such consent not to be unreasonably withheld, conditioned, or delayed, and provided further that for any such assignment pursuant to a sale of all or substantially all of the assets of NSR by conveyance or the operation of law, such consent shall not be required.

Article 18. Dispute Resolution

18.1 Generally

- (a) The Parties shall make good faith efforts to resolve any Disputes during the Term in accordance with the principles set forth in this Article 18.
- (b) The Parties must first use all reasonable efforts to resolve the Dispute by prompt and diligent discussions and negotiations, and then through senior level negotiations in accordance with Section 18.2.
- (c) If the Parties fail to achieve a resolution through Section 18.1(b) or 18.2, 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 18.3.

18.2 Informal Consideration by the Parties

- (a) Any Dispute that cannot be resolved pursuant to Section 18.1 above within thirty (30) Business Days after it arises (or such other time as the Parties may agree in writing) may be submitted at the written request of either Party to senior representatives of each Party (with authority to make decisions for the respective Parties). The senior representatives must meet and use all reasonable efforts to resolve the Dispute, with such meetings commencing within seven (7) days of receipt of notification from a Party initiating a Dispute. The negotiations will not exceed thirty (30) consecutive days (or such longer period agreed by the Parties). Written statements, materials and information prepared for, made or presented at or during these negotiation meetings (including any meeting of the senior representatives) are deemed privileged and confidential (and shall be marked as such) and may not be used as evidence in any proceedings. If the senior representatives resolve the Dispute, the Parties shall acknowledge such resolution in writing.

- (b) In the event that the Dispute remains unresolved thirty (30) Business Days after its submission (or such other time as the Parties may agree), the matter may be referred in writing by the designated representative of either Party to the designated representative of the other Party, with such designated representatives of each Party having sufficient authority to resolve the Dispute, for consideration and resolution. If the Dispute still remains unresolved thirty (30) calendar days after its referral to the Parties' designated representatives under this Section, the Parties may jointly agree to submit the matter to mediation under Section 18.3.

18.3 Mediation

- (a) If the Parties are unable to come to a resolution through Section 18.2, then either Party may submit such Dispute to non-binding mediation proceedings to the extent it wishes to continue pursuing any claim associated with such Dispute (a "**Mediation**"). Full compliance with this Section 18 (including, without limitation, Mediation) is a precondition for any party to initiating any form of litigation concerning the Dispute. If after all reasonable good-faith attempts to resolve the Dispute have been made, (1) it appears to the mediator that the Parties are at a stalemate with no significant likelihood of reaching resolution, the mediator so informs the Parties, and issues a written notice of stalemate, or (2) a Party elects to disregard the resolution proposed by the mediator, and informs the other Party of its decision in writing, such occurrence shall conclude the dispute resolution process pursuant to this Section 18, unless the Parties otherwise agree, and either Party may proceed with other remedies available under this Agreement.
- (b) The mediator for any Mediation shall 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. The independent mediator shall be properly qualified in the surface transportation industry and have experience in the analysis of transportation operations.
- (c) Each Mediation must:
 - (i) be administered in accordance with AAA's Commercial Industry Mediation Rules and Procedures then in effect;
 - (ii) be held in Charlotte, North Carolina, unless the Parties mutually agree, in writing, to the Mediation being held in a different location;

- (iii) 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 in regard to the nature of the Dispute).
- (d) During the pendency of such mediation proceedings, the performance by both Parties of this Agreement shall continue in the same manner as before such controversy arose, unless the mediator shall make a preliminary ruling to the contrary.
- (e) The Parties shall share the mediator's fee and any filing or administrative fees equally.
- (f) No mediator will be empowered to render a binding decision as to any Dispute. Any Mediation will be nonbinding.
- (g) Nothing in Section 18.2 or 18.3 shall prevent a Party from initiating any form of litigation as to any Dispute in order to prevent the statute of limitations (or any other similar time-based rule) from expiring with respect to any Dispute. To the extent litigation is filed for this reason, the initiating Party shall file a motion requesting that the underlying court issue a stay sufficient for the Parties to participate in the dispute resolution process contemplated by Section 18.2 and/or 18.3.

Article 19. Abandonment; Force Majeure

19.1 Abandonment and Discontinuance

Subject to the following provisions of this Section 19.1, NSR shall have sole and absolute discretion, in keeping with applicable federal law and regulation, to – (a) retain or to relinquish (in whole or in part) its Freight Easement rights over the Purchased O-Line; and (b) to provide Freight Rail Service over the Freight Easement, or to suspend such Freight Rail Service or any portion of the Freight Easement. Accordingly, under the following terms set forth in this Section 19.1, NSR shall have sole and absolute discretion to seek to abandon, and to effectuate the abandonment of, some or all of its retained Freight Easement in accordance with applicable federal law and regulations pertaining to railroad line abandonments. Similarly, NSR shall, subject to the balance of this Section 19.1, have sole and absolute discretion to seek to discontinue, and to effectuate discontinuance of, its Freight Rail Service operations over some or all of the Freight Easement in accordance with applicable federal law and regulations.

- (a) If NSR wishes to abandon some or all of the Freight Easement, NSR must supply City with written notice of NSR's abandonment plans at least one hundred and eighty (180) days' before NSR may initiate abandonment proceedings before the Surface Transportation Board ("STB") or any successor agency. Upon receipt of such notice from NSR, the City shall have 150 days to exercise its right, at City's sole and exclusive discretion, to (a) acquire (subject to applicable federal acquisition authorization) the portion of the Freight Easement that NSR has targeted for abandonment; or (b) arrange for the transfer of the involved portion of the Freight Easement to a party of the City's choosing (again, subject to applicable federal authorization). Under City's exercise of either option for the transfer of

NSR's Freight Easement interests, NSR will forego abandonment proceedings in cooperation with the transfer of the affected portion of the Freight Easement to City or to a City-selected third party. For the avoidance of doubt, if NSR elects to abandon all or any portion of the Freight Easement pursuant to this Section 19.1(a), City shall have no obligation to preserve common carrier rail service over the affected portion of the Freight Easement if the City concurs in NSR's abandonment proposal. If, upon appropriate advance notice from NSR, City elects to forego its option either to acquire the Freight Easement itself or to arrange for the transfer of the Freight Easement to a designated third party, NSR may pursue applicable federal authorization either to abandon the affected portion of the Freight Easement, and City shall (a) not oppose NSR's abandonment efforts; and (b) reasonably cooperate in the NSR-initiated abandonment proceeding; provided however, that, to be so bound to non-opposition and reasonable cooperation, NSR must have supplied 180 days' advance notice to City.

- (b) If NSR wishes to secure appropriate federal authorization to discontinue common carrier operations over some or all of the Freight Easement (rather than to pursue abandonment), NSR must provide 180 days' advance written notice to City of its intentions. In such a circumstance, NSR and City will, at City's sole and exclusive discretion, arrange for the transfer of the affected portion of the Freight Easement to a designee of the City's choosing (which may include the City itself) in lieu of NSR's initiation of discontinuance proceedings at the STB, provided that the City selects a designee no later than 150 days from City's receipt of NSR's notice of intent to initiate a proceeding to secure federal discontinuance authorization. For the avoidance of doubt, if NSR elects to discontinue common carrier service over all or any portion of the Freight Easement pursuant to this Section 19.1(b), City shall have no obligation to preserve common carrier rail service over the affected portion of the Freight Easement if the City concurs in NSR's discontinuance proposal. If, upon appropriate advance notice from NSR, City elects to forego its option either to acquire the Freight Easement itself or to arrange for the transfer of the Freight Easement to a designated third party, NSR may pursue applicable federal authorization to discontinue service over the affected portion of the Freight Easement, and City shall – (a) not oppose NSR's discontinuance efforts; and (b) reasonably cooperate in the NSR-initiated discontinuance proceeding; provided however, that, to be so bound to non-opposition and reasonable cooperation NSR must have supplied 180 days' advance notice to City.
- (c) In the event of a transfer of some or all of NSR's Freight Easement interests to City or City's designee under this Section 19.1(a) or Section 19.1(b), NSR shall, as to the affected portion of the Freight Easement, no longer be subject to any forward-looking obligations or liabilities set forth in this Agreement from the date of transfer onward. NSR shall transfer the affected portion of the Freight Easement to the City or City's designee for Ten Dollars (\$10).
- (d) If NSR files for authorization to abandon some or all of the Freight Easement pursuant to Section 19.1(a), and, in response, an interested third party seeks to acquire the affected portion of the Freight Easement via an offer of financial

assistance (“OFA”) under 49 U.S.C. §10904, NSR shall, at the sole and exclusive discretion of City – (a) agree to negotiate the transfer of the affected portion of the Freight Easement with City or City’s designee for Ten Dollars (\$10) under a competing OFA; (b) withdraw its abandonment request before the STB, and separately negotiate the sale of the affected Portion of the Freight Easement to the City or City’s designee; (c) negotiate Freight Easement transfer terms with the third-party offeror.

- (e) Should NSR obtain federal abandonment or discontinuance authorization (as the case may be) for some or all of the Freight Easement, then NSR shall have the sole and absolute discretion to effectuate such abandonment or discontinuance authorization so obtained, subject in all instances to the foregoing provisions of this Section 19.1. City shall not unilaterally seek any such discontinuance or abandonment authorization adverse to NSR’s interests. In the event NSR abandons its Freight Easement, in whole or in part, pursuant to this Section 19.1, the Parties shall work in good faith to amend this agreement, as it may be necessary, to reflect such abandonment.

19.2 Force Majeure

City shall not be responsible to NSR, and NSR shall not be responsible to City, for delays or failure to perform under this Agreement if such delays or failure to perform are covered by circumstances beyond its control, including, but not limited to, acts of God, pandemics, floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climatic conditions, acts of public enemy, war, blockade, insurrection, actual or threatened acts of terrorism, vandalism or sabotage, fire, accident, wreck (including derailment), washout or explosion, strike, lockout or labor disputes experienced by the Parties hereto, embargoes or AAR service orders, FRA orders, or other Laws.

Article 20. Term, Default and Remedies

20.1 Term

This Agreement shall become effective as of the Effective Date and, shall remain in full force and effect for a period of ninety-nine (99) years from the Closing Date (the “**Initial Term**”). Thereafter, this Agreement shall remain in effect unless and until either Party elects to terminate this Agreement by providing not less than six (6) months’ prior written notice of such termination to the other Party. The term “**Term**” means the Initial Term and/or any period after the Initial Term during which this Agreement remains in effect, as the context requires.

20.2 Notice of Purchase Offer; Options for Northern O-Line Segment

- (a) At any time after Closing, in the event City receives a bona fide, good faith offer to purchase all or any part of the Purchased O-Line that City finds acceptable (a “**Bona Fide Offer**”), City shall proceed as required under N.C.G.S. § 160A-269, or as required or permitted under then-current North Carolina law with respect to such a disposition, provided that, to the extent permitted by then-current North Carolina

law, the Parties shall proceed as set forth in this Section 20.2(a). Within 10 days after City's receipt of the Bona Fide Offer, City shall notify NSR in writing of the Bona Fide Offer and NSR shall have 30 days after receipt of such notice to make a written offer to purchase the Purchased O-Line property that is the subject of the Bona Fide Offer (the "**Target Property**"). If the value of NSR's offer to City equals or exceeds the value of the Bona Fide Offer, and if City chooses to proceed with a sale, then City shall sell to NSR the Target Property on the terms of NSR's offer. If the value of NSR's offer does not equal or exceed the value of the Bona Fide Offer, then City shall send NSR a counteroffer, and NSR shall have 5 days from receipt of such counteroffer to accept or reject such counteroffer. If NSR accepts City's counteroffer, then NSR shall purchase the Target Property on the terms of the counteroffer. If NSR rejects or does not timely respond to the counteroffer, then City shall be entitled to proceed with a transaction with the party that made the Bona Fide Offer.

- (b) NSR hereby grants to City the exclusive option to either (i) purchase all or a portion of the segment of NSR's O-Line north of the Mecklenburg County Line between approximately MP O-22.42 and approximately MP O-29.08 (the "**Northern O-Line Segment**") (the "**Purchase Option**") or (ii) enter into an operating agreement with NSR governing commuter operations on all or a portion of the Northern O-Line Segment (the "**Operating Option**"). The Purchase Option and the Operating Option shall be mutually exclusive (i.e., proper exercise of the Purchase Option shall terminate the Operating Option, and vice versa) and subject to mutual agreement with NSR at or before 11:59 p.m., Eastern time on the day before the third anniversary of the Effective Date (the "**Option Choice Expiration Date**") as to whether City will exercise the Purchase Option or the Operating Option (the option so agreed the "**Agreed Option**"). Thereafter, provided mutual agreement has been reached by the Option Choice Expiration Date, the Agreed Option shall be valid until 11:59 p.m., Eastern time, on the day before the fifth anniversary of the Effective Date (the "**Option Exercise Expiration Date**"). If the Parties do not reach mutual agreement on the exercise of either the Purchase Option or the Operating Option before the Option Choice Expiration Date, then the Purchase Option and the Operating Option shall be null and void and of no further effect without need of action by either Party. If mutual agreement is reached by the Option Choice Expiration Date, but City does not exercise the Agreed Option prior to the Option Exercise Expiration Date, then the Agreed Option shall be null and void and of no further effect without need of action by either Party. NSR shall exercise its discretion to agree with City on the Agreed Option by the Option Choice Expiration Date in a reasonable manner and in good faith, such that either the Purchase Option or the Operating Option (or both of such options) are reasonably available to City before the Option Choice Expiration Date.
- (i) If the Parties mutually agree, prior to the Option Choice Expiration Date, that the Purchase Option will be exercised, then (w) on or before the Option Exercise Expiration Date, City shall purchase all or a portion of the Northern O-Line Segment under the same terms and conditions as set forth in this Agreement (including this Section 20.2(b)), (x) the Parties shall

memorialize such terms and conditions in either a mutually acceptable purchase agreement or an amendment to this Agreement to reflect due exercise of the Purchase Option, (y) City will fully fund and construct and thereafter maintain, at City's sole cost and expense, the rail infrastructure on the purchased Northern O-Line Segment as set forth in Section II of Exhibit F or such other improvements as may be required to accommodate Commuter Rail Service over the Corridor and the purchased Northern O-Line Segment in a manner that does not unreasonably interfere with freight rail operations at the time the Purchase Option is exercised, and (z) Commuter Rail Service shall not commence on the purchased Northern O-Line Segment until completion of such infrastructure. The purchase price for the purchased Northern O-Line Segment (the "**NOS Purchase Price**") will be as follows:

- (1) If the Purchase Option is exercised on or before December 31, 2025, the NOS Purchase Price will be fixed at \$17,750,000.
 - (2) If the Purchase Option is exercised on or after January 1, 2026 and on or before December 31, 2026, the NOS Purchase Price will increase from the amount set forth in Section 20.2(b)(i)(1) by the then-applicable Producer Price Index ("**PPI**") or 3%, whichever is higher.
 - (3) If the Purchase Option is exercised on or after January 1, 2027 and on or before December 31, 2027, the NOS Purchase Price will increase from the amount determined pursuant to Section 20.2(b)(i)(2) by the then-applicable PPI or 3%, whichever is higher.
 - (4) If the Purchase Option is exercised on or after January 1, 2028, but before the Option Exercise Expiration Date, then NSR, in its sole discretion, may either increase the NOS Purchase Price from the amount determined pursuant to Section 20.2(b)(i)(3) by the then-applicable PPI or 3%, whichever is higher, or conduct a new valuation and reprice the Northern O-Line Segment accordingly.
 - (5) If City exercises the Purchase Option as to only a portion of the Northern O-Line Segment, the NOS Purchase Price for the portion that is purchased will be determined by proportionally reducing the agreed NOS Purchase Price for the entire Northern O-Line Segment at the applicable time of exercise of the Purchase Option as set forth in Section 20.2(b)(i)(1) through Section 20.2(b)(i)(4) by the length of the purchased Northern O-Line Segment compared to the entire Northern O-Line Segment.
- (ii) If the Parties mutually agree, prior to the Option Choice Expiration Date, that the Operating Option will be exercised, then the Parties shall, on or

before the Option Exercise Expiration Date, enter into an operating agreement reflecting the same relevant terms and conditions set forth in this Agreement, governing Commuter Rail Service over the applicable Northern O-Line Segment (the “**NOS Operating Agreement**”), subject to the following conditions:

- (1) City will fully fund and contract with NSR to construct, and NSR thereafter will maintain, at City’s expense, the rail infrastructure on the applicable Northern O-Line Segment as set forth in Section II of Exhibit F or such improvements as may be required to accommodate Commuter Rail Service over both the Corridor and the applicable Northern O-Line Segment in a manner that does not unreasonably interfere with freight rail operations at the time of execution of the NOS Operating Agreement.
 - (2) City will own and maintain, at its sole cost and expense, any passenger stations or other above-ground passenger or commuter related improvements along the applicable Northern O-Line Segment. By way of clarification, and not by way of limitation, rail, ties, and freight communications systems within the Northern O-Line Segment that are used for freight services are not considered above-ground passenger or commuter related improvements subject to this Section 20.2(b)(ii)(2) and shall remain owned and maintained by NSR.
 - (3) City’s use of the applicable Northern O-Line Segment shall be subject to the Passenger Rights Fee as set forth in Article 11, including adjustments in accordance with Section 11.2(c), and such adjustments will occur each year on the schedule and in accordance with Section 11.2(c), regardless of when the Operating Option is exercised.
- (iii) The Parties understand and agree that City’s decision to pursue either the Purchase Option or the Operating Option as set forth in Section 20.2(b)(i) or Section 20.2(b)(ii) is contingent upon (A) Charlotte City Council approving such action or, if the City has assigned its rights under this Section 20.2(b) to a permitted assignee under Section 17.1, the governing board of such assignee approving such action, (B) the governing boards of Iredell County and/or Town of Mooresville providing any necessary approvals for extending Commuter Rail Service north of MP O-22.42 in a manner consistent with the obligations of this Agreement, and (C) City securing funding sources that are adequate, in City’s sole discretion, for the construction and operation of the Commuter Rail Service north of MP O-22.42.

20.3 NSR Defaults

Following the Closing Date, the occurrence of any one or more of the following events during the Term will constitute a “NSR Default” pursuant to this Agreement:

- (a) NSR fails to comply with, perform or observe any other material obligation, covenant, agreement, term or condition in this Agreement, which failure materially and adversely affects City’s rights or obligations under this Agreement, and such failure continues without cure for a period of sixty (60) days following the date City delivers to NSR written notice thereof (giving particulars of the failure in reasonable detail); provided, that, if such failure arises out of construction related obligations and if NSR is attempting to cure such failure, the foregoing cure period shall be extended for an additional ninety (90) days (for a total of one hundred fifty (150) days), but only for so long as NSR is attempting to cure such failure; and provided further that this Section 20.3(a) shall not apply to events covered by other provisions in this Section 20.3;
- (b) NSR fails to pay to City when due any undisputed amount payable to City pursuant to this Agreement, and such failure continues without cure for a period of sixty (60) days following the date City delivers to NSR written notice thereof;
- (c) NSR (i) admits, in writing, that it is unable to pay its debts as they become due, (ii) makes an assignment for the benefit of its creditors, (iii) files a voluntary petition under Subchapter IV (Railroad Reorganization) of Title 11 of the U.S. Code, or files any other petition or answer seeking, consenting to or acquiescing in any reorganization, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any similar Law, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of NSR, or of all or any substantial part of its properties (so long as such Person continues to have obligations hereunder); and
- (d) within ninety (90) days after the commencement of any proceeding against NSR seeking any reorganization, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any similar Law, such proceeding has not been dismissed, or, within ninety (90) days after the appointment, without the consent or acquiescence of NSR, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of NSR or of all or any substantial part of its properties, such appointment has not been vacated or stayed on appeal or otherwise, or, within sixty (60) days after the expiration of any such stay, such appointment has not been vacated.

If City provides notice to NSR of a condition or failure that could, with the passage of time and a failure of NSR to cure, become an Event of Default pursuant this Section 20.3, then the matter shall constitute a Dispute subject to Article 18.

20.4 City Defaults

Following the Closing Date, the occurrence of any one or more of the following events during the Term will constitute a “**City Default**” pursuant to this Agreement:

- (a) City fails to comply with, perform or observe any other material obligation, covenant, agreement, term or condition in this Agreement, which failure materially and adversely affects NSR’s rights or obligations under this Agreement, and such failure continues without cure for a period of sixty (60) days following the date NSR delivers to City written notice thereof (giving particulars of the failure in reasonable detail); provided that, if such failure arises out of construction related obligations and if City is attempting to cure such failure, the foregoing cure period shall be extended for an additional ninety (90) days (for a total of one hundred fifty (150) days), or additional time as the parties agree, which agreement shall not be unreasonably withheld, conditioned, or delayed, but only for so long as City is attempting to cure such failure; and provided further that this Section 20.3(a) shall not apply to events covered by other provisions in this Section 20.3;
- (b) City fails to pay to NSR when due any undisputed amount payable to City pursuant to this Agreement, and such failure continues without cure for a period of sixty (60) days following the date NSR delivers to City written notice thereof.

If NSR provides notice to City of a condition or failure that could, with the passage of time and a failure of City to cure, become an Event of Default pursuant to this Section 20.3, then the matter shall constitute a Dispute subject to Article 18.

20.5 Remedies Upon Default

Upon the occurrence of an Event of Default, the Parties shall cause the Event of Default that is the subject of a Dispute to be subject to the procedures set forth in Article 18, and, to the extent not resolved thereunder, the other Party may, at its option and in its discretion:

- (a) exercise any rights it has under this Agreement;
- (b) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by the Defaulting Party of the applicable provisions of this Agreement and/or to recover Damages, and/or to seek other remedies; and/or
- (c) cure the Event of Default by making any such payment or performing any such obligation, as applicable, at the Defaulting Party’s sole expense, without waiving or releasing the Defaulting Party from any obligation.

20.6 Cumulative Rights and Remedies

The rights and remedies described in this Article 20 are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise at any time of a different remedy, subject to the limitations set forth in this Article 20.

20.7 No Waiver of Remedies

Any waiver by either Party of any Event of Default under this Agreement or any delay of either Party in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date, nor shall any such waiver in any way affect either Party's right to enforce the Agreement.

Article 21. Notices

21.1 Notices

- (a) 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, or by confirmed e-mail, to the contacts set forth in Section 21.2, or as such contacts may be modified from time to time upon written notice to the other Party.
- (b) 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.

21.2 If to NSR:

Norfolk Southern Railway Company
Director -Real Estate
650 W. Peachtree Street, NW
Atlanta, GA 30308
Attn: Kristi D. Glahn
Email: Kristi.glahn@nscorp.com

With a Copy to:

Norfolk Southern Railway Company
General Attorney -Real Estate
650 W. Peachtree Street, NW
Atlanta, GA 30308
Attn: Howard McFadden
Email: howard.mcfadden@nscorp.com

With a Copy to:

Norfolk Southern Railway Company c/o Norfolk Southern Corporation
Attn: Senior Director Interline Services
650 W. Peachtree Street, NW
Atlanta, GA 30308

With a Copy to:

Norfolk Southern Railway Company
c/o Norfolk Southern Corporation
Attn: Senior Vice President & Chief Strategy Officer
650 W. Peachtree Street, NW
Atlanta, GA 30308
Attn: Michael McClellan
E-mail: michael.mcclellan@nscorp.com

21.3 If to City:

City of Charlotte
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Attn: Brent Cagle, Interim CATS CEO
Email: Brent.Cagle@charlottenc.gov

With a Copy to:

City of Charlotte
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Attn: Kelly Goforth, CATS Chief Development Officer
Email: Kelly.Goforth@charlottenc.gov

With a Copy to:

City of Charlotte
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Attn: Bradley Thomas, CATS General Counsel
Email: Bradley.Thomas@charlottenc.gov

Article 22. Miscellaneous

22.1 Compliance with Law

Any and all City approvals, reviews, and reimbursements contemplated in this Agreement are conditioned upon the Parties' compliance with applicable Laws. The Parties acknowledge that this Agreement, including the payment obligations of the City herein, may be satisfied with federal funding from the Federal Transit Administration and that City may be obligated to comply with additional Laws, including NEPA. In the event NSR

undertakes work on behalf of or funded by City that is subject to NEPA, all such work to comply with NEPA shall be at City's sole cost and expense.

22.2 No Liability of Directors

No Party shall hold or attempt to hold any director, officer, member, manager, agent, or employee of any other Party acting within the scope of their employment personally liable for a breach of this Agreement or an Event of Default.

22.3 Brokerage Commission

City and NSR each represent that no real estate or investment bank commissions are due and owing to any party with respect to the Transaction contemplated by this Agreement. To the extent that any third-party broker or agent shall assert a Claim for any such commission, then the party against which such a Claim is asserted shall fully assume and discharge any alleged Claims or liability.

22.4 Benefit

This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of any third party to recover by way of Damages or otherwise against either of the Parties hereto.

22.5 Interpretation

All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the railroad industry.

22.6 Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

22.7 Reference to Trains, Locomotives, Cars, or Equipment

As used in this Agreement, whenever reference is made to the Trains, locomotives, cars, or Equipment of one of the Parties or Users, such expression means the Trains, locomotives, cars, and Equipment in the possession of or operated by one of the Parties and Users and includes such Trains, locomotives, cars, and Equipment that are owned by, leased to, or in the account of such Party or User. Whenever such locomotives, cars, or Equipment are owned or leased by one Party or User and are in the possession or account of another Party or User, such locomotives, cars, and Equipment shall be considered those of the other Party or User.

22.8 Drafter

This Agreement is the result of mutual negotiations of the Parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

22.9 Public Records Law

NSR acknowledges that information provided by NSR to City is subject to public inspection in accordance with the North Carolina Public Records Law (“**NCPRL**”). If NSR believes any such information qualifies for an exemption from disclosure under NCPRL, NSR may designate the information as subject to a NCPRL exemption claim prior to, or upon or after submission of, the information to City, or upon notice from City that the undesignated information provided was subject to an exemption (“**Designated Information**”). The City shall keep any Designated Information in strict confidence, in no event exercising less care than the degree of care used to protect its own confidential information. Upon receipt of a request for disclosure of proprietary or Designated Information pursuant to the NCPRL, City shall provide prompt written notice to NSR of the request. NSR may determine after consultation with City, if the Designated Information requested qualifies for an exemption under NCPRL. In the event NSR determines that the request Designated Information qualifies for an exemption under NCPRL and requests that City oppose the disclosure thereof, and such opposition results in litigation, NSR shall indemnify, defend and hold City harmless from and against, any claims, causes of action, damages, fines or penalties arising with respect to City’s failure to disclose the Designated Information.

22.10 Illegality

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.

22.11 Compliance with Law

Each Party shall be responsible for compliance with any applicable Laws that arise for the rights and obligations found in this Agreement. Subject to the foregoing, to the extent permitted by Law, and as to any City Operator operations, City may delegate responsibility for the same by requiring any City Operator to be responsible for compliance with any such Laws or regulations to said City Operator.

22.12 Governing Law

This Agreement shall be construed and interpreted under the laws of the United States of America and the State of North Carolina.

22.13 Survival

- (a) Expiration or termination of this Agreement shall not relieve or release either Party hereto from any obligations assumed or from any liability that may have arisen or

been incurred by such Party under the terms of this Agreement and prior to expiration or termination hereof.

- (b) Expiration or termination of this Agreement shall have no effect on the Freight Easement, which shall continue until terminated pursuant to Law. Should this Agreement expire or terminate prior to the termination of the Freight Easement, the Freight Easement shall continue under terms and conditions agreed to by the Parties or prescribed therefor pursuant to Law.
- (c) For the avoidance of doubt, the conveyance of the Purchased O-Line at the Closing is intended to be final and irrevocable, such that the expiration or termination of this Agreement after the Closing shall not affect or undo in any way the conveyance consummated at the Closing.
- (d) All provisions regarding indemnification, warranty, remedies, liability and limits thereon, and confidentiality and/or protections of proprietary rights shall survive the termination of this Agreement.

22.14 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.

22.15 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.

22.16 Condemnation

No provision of this Agreement, including but not limited to the provisions of the Primary PSA or the New Gateway PSA, shall be construed to limit or expand the power of eminent domain vested in City by Law.

22.17 Entire Agreement

This Agreement, the Primary PSA, and the New Gateway PSA, including all of their respective exhibits and attachments, contains the entire agreement of the Parties with respect to the Transaction, 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 (other than the Primary PSA and the New Gateway PSA) regarding this Transaction are merged into and superseded by this Agreement.

22.18 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.

22.19 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.

22.20 Non-Appropriation of Funds.

NSR acknowledges that, if the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Agreement for any given fiscal year, City's ability to make payments due beyond the end of the last fiscal year for which funds were appropriated will be restricted until such appropriations are made. In such event, City will promptly notify NSR of the non-appropriation. Nothing in this Section shall constitute a waiver by NSR of any rights of NSR under this Agreement or of any legal remedy available to NSR.

22.21 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.

22.22 Severability

If any term, covenant or provision of this Agreement, or the application thereof to any Person or circumstance, shall ever be held to be illegal, invalid or unenforceable, then, in such event, the remainder of this Agreement or the application of such terms, covenants and provisions hereof shall nevertheless remain in full force and effect.

[Remainder of page intentionally left blank]

EXECUTED by the City of Charlotte, North Carolina as of the date first written above.

THE CITY OF CHARLOTTE, NORTH CAROLINA

By: _____

Name: Marcus D. Jones

Title: City Manager, City of Charlotte

EXECUTED by Norfolk Southern Railway Company as of the date first written above.

NORFOLK SOUTHERN RAILWAY COMPANY

By: Alan H. Shaw

Name: Alan H. Shaw

Title: President and CEO of Norfolk Southern Railway Company

EXHIBIT A DEFINITIONS

“AAA” shall have the meaning ascribed thereto in Section 18.3(b).

“AAR” shall mean the Association of American Railroads.

“AAR Railroad Cost Indexes” shall have the meaning ascribed thereto in the AAR official website: <https://www.aar.org/rail-cost-indexes/> or similar AAR official publication.

“Agreed Option” shall have the meaning ascribed thereto in Section 20.2(b).

“Agreement” shall have the meaning ascribed thereto in the Preamble.

“A.M. Best Rating” shall mean the financial strength rating of an insurance company published by A.M. Best & Company, Inc.

“Bona Fide Offer” shall have the meaning ascribed thereto in Section 20.2(a).

“Business Day(s)” shall mean that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the State of North Carolina or the United States Government.

“Capital Improvements” shall mean 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. Capital Improvements expressly do not include replacement or renewal of rail and/or ties on the existing tracks as of the Closing.

“Capital Maintenance” shall mean any repair and maintenance that does not qualify as Expense Maintenance. Capital Maintenance expressly includes replacement or renewal of rail and/or ties on the existing tracks as of the Closing.

“Casualty Party” shall have the meaning ascribed thereto in Section 10.1.

“Catastrophic Event” shall have the meaning ascribed thereto in Section 10.1.

“C.F.R.” shall mean the Code of Federal Regulations.

“Charlotte Commuter Service” shall have the meaning ascribed thereto in Section 4.1.

“City” shall have the meaning ascribed thereto in the Preamble.

“City Contractor” shall have the meaning ascribed thereto in Section 13.3(b).

“City Default” shall have the meaning ascribed thereto in Section 20.3.

“City Indemnified Parties” shall have the meaning ascribed thereto in Section 6.2(a).

“City Operator” shall mean City or any provider of Commuter Rail Service on the Purchased O-Line or the Charlotte-POC Segment between Charlotte and Mooresville pursuant to one or more direct agreements with City, provided that neither City nor any entity for which the principles of sovereign immunity would prevent the City Operator from providing to NSR the protections set forth in Article 14 and Exhibit J, including the indemnity protections, shall be a City Operator unless City or a permitted assignee of City’s rights and obligations under this Agreement acquires insurance that adequately covers the City Operator’s obligations as set forth in the City Operator Contract and as set forth in this Agreement, in form and substance acceptable to and approved by NSR in NSR’s sole discretion.

“City Operator Contract” shall have the meaning ascribed thereto in Section 4.1(b).

“Claim” or **“Claims”** shall mean any and all claims, demands, losses (including the loss of use), costs (including investigation, remedial and clean-up costs), expenses (including attorneys’, consultants’ or experts’ fees and expenses), judgments, awards, penalties, governmental action (including fines and liens), causes of action, liens, suits or liability of every kind and nature suffered, but excluding special or consequential losses or damages.

“Coincidental NSR Employee Passengers” shall mean any employee or agent of NSR that is a fare-paying passenger of a City Operator at the time such employee or agent suffers injury, death, or property damage.

“Commercial Industry Mediation Rules and Procedures” shall mean the rules and procedures created by AAA for commercial industry transactions.

“Commuter Rail Passenger(s)” shall mean and include any and all Persons, ticketed or unticketed, using Commuter Rail Services or engaged in any Incidental Use on or about the Purchased O-Line: first, while on board Trains, locomotives, cars, or Equipment employed in Commuter Rail Services and/or boarding and detraining therefrom; second, while on or about the Purchased O-Line for any purpose related to Commuter Rail Services, including, without limitation, parking, inquiring about Commuter Rail Services or purchasing tickets therefor and coming to, waiting for, leaving from and/or observing rail commuter or other Trains, locomotives, rail cars, or Equipment; and, third, while on or about the Purchased O-Line for any purpose related to any Incidental Use thereof. The term Commuter 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.

“Commuter Rail Operations” shall mean the operation of the Purchased O-Line or the Charlotte-POC Segment for Charlotte Commuter Service, Excursion Passenger Rail Service, and Special Train Service.

“Commuter Rail Service” shall mean short-haul passenger rail service in metropolitan and suburban areas, excluding urban rapid transit operations not connected to the general railroad system of transportation, as more particularly set forth in Section 4.1(a).

“Commuter Rail Trains” shall mean Trains operated by City Operator to transport passengers and not cargo.

“Corridor” shall have the meaning ascribed thereto in Section 4.1(a).

“Damages” shall mean death, personal or bodily injury, property loss or damage or damage to the environment, including but not limited to:

- (i) loss or damage to, or loss of use of, the property and death or personal or bodily injury to a Person; and
- (ii) environmental investigation, cleanup or remediation costs, fines, and penalties; and
- (iii) any and all damages suffered by or asserted against a Party hereto or third party as a direct or indirect result of or due to the presence, disposal, release or other escape of any Hazardous Materials on or from the Corridor trackage, a Train, locomotive, car, or Equipment, or on or at property subject to this Agreement or any related agreement; and
- (iv) attorney, expert and witness fees, and salaries, wages and benefits of a Party’s employees investigating, adjusting or defending Claims, suits or proceedings for which another Party is potentially liable under this Agreement, together with associated support staff and out of pocket costs, and any investigation, litigation, appeal, arbitration, administrative hearing or governmental action cost.

“Defaulting Party” shall mean, when an Event of Default has occurred, the Party which fails to meet any material obligation under this Agreement where such failure continues sixty (60) days after written notice from the other Party.

“Description of Future NSR Work” shall have the meaning ascribed thereto in Section 8.2(b).

“Description of Charlotte Work” shall have the meaning ascribed thereto in Section 5.1.

“Description of O-Line Work” shall have the meaning ascribed thereto in Section 7.1(b).

“Designated Information” shall have the meaning ascribed thereto in Section 22.8.

“Dispute” shall mean any claim, dispute, disagreement or controversy between NSR and City concerning their respective rights and obligations under this Agreement, including concerning any NSR Default, any City Default, or any other alleged breach or failure to perform any remedy under this Agreement.

“EDI” shall mean electronic data interchange.

“Equipment” shall mean and be confined to hi-rail vehicles, track inspection equipment and other non-revenue vehicles and machinery (other than locomotives) capable of being operated on railroad tracks that, at the time of an occurrence, are (i) being operated on the trackage upon which such occurrence takes place, or (ii) are on the trackage upon which such occurrence takes place, or on the adjoining right-of-way, for the purpose of maintenance or repair thereof or the clearing of wrecks thereon.

“Escrow Agent” shall have the meaning ascribed thereto in Section 13.3(d)(i).

“Event of Default” shall mean an NSR Default or City Default, as applicable.

“Excursion Passenger Rail Service” shall mean passenger rail service and special passenger rail service that is (i) occasional and intermittent, not exceeding two (2) roundtrips per week (subject to an increase in the number of roundtrips per week that may be proposed by City and considered for approval by NSR in good faith); (ii) is operated for purposes of promoting tourism, events, and holidays; and (iii) operating only on the Purchased O-Line and the Charlotte-POC Segment.

“Effective Date” shall have the meaning ascribed thereto in the opening paragraph of this Agreement.

“Expense Maintenance” shall mean repair and maintenance that (i) does not constitute a betterment, restoration, or adaptation, and (ii) the expenses of which may be deducted for Federal tax purposes.

“Federal Locomotive Inspection Act” shall mean 49 U.S.C. §20701.

“Federal Safety Appliance Act” shall mean 49 U.S.C. §20302.

“FRA” shall mean the Federal Railroad Administration.

“Freight Easement” shall have the meaning ascribed thereto in Section 2.2.

“Freight Rail Service” shall mean the use of Trains to transport cargo, and not passengers, pursuant to the Freight Easement.

“Fully-Allocated Cost Basis” shall mean the costs of labor (including allocable employee benefits and employment taxes), material, energy, utilities or other costs directly incurred and normal overhead (including, without limitation, administrative labor costs, maintenance, relevant insurance, depreciation of the equipment and depreciation of the facility) all determined in accordance with GAAP applied on a consistent basis.

“Funding Partners” shall mean any federal or state entity that provides funds to City in support of the Transaction.

“Guaranty Fund” shall have the meaning ascribed thereto in Section 13.3(d)(i).

“Governmental Authority” shall mean any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority, which shall include the STB but shall not include City.

“Hazardous Materials” shall mean any material that is regulated under Hazardous Materials Laws, because of its quantity, concentration, or physical or chemical characteristics, is defined or included within the definition of a “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic chemical,” “toxic substance,” “hazardous chemical,” “extremely hazardous substance,” “pollutant,” “contaminant,” “solid waste,” or any other words of similar meaning or

significance within the context used under any applicable Hazardous Materials Laws. “Hazardous Material” includes, without limitation, any material or substance defined as 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., including asbestos-containing materials and lead-based paint, as well as petroleum, including crude oil or any fraction thereof.

“Hazardous Materials Law” shall mean all present and future federal, state, or local Law relating to pollution, protection of the environment or natural resources or to human health and safety as it is affected by environmental conditions in, on, under, or about the Purchased O-Line and the Charlotte-POC Segment, including, without limitation, soil, air quality, water, water quality, and groundwater 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.

“Incidental Use” shall mean the use of ancillary services or facilities (whether or not on the Purchased O-Line) conducted or provided for the convenience and comfort of users of Commuter Rail Services, which shall include, without limitation, the use of such facilities as restaurants, kiosks and retail facilities, a purpose or function of which is to serve the needs of users of Commuter Rail Services.

“Initial Charlotte Improvements” shall mean the improvements set forth in Exhibit E.

“Initial O-Line Improvements” shall mean the improvements set forth in Exhibit F.

“Initial Term” shall have the meaning ascribed thereto in Section 20.1.

“Interim Period” shall have the meaning ascribed thereto in Section 13.3(d).

“Intermediary Assignment” shall have the meaning ascribed thereto in Article 17.

“Law” or **“Laws”** shall mean 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 of, all federal, state, and local governments, authorities, courts, and any other body or bodies exercising similar functions, having or acquiring jurisdiction over, or that may affect or be applicable to, the Corridor or any part thereof and of the trackage, infrastructure, and other facilities thereon.

“Level of Utility” shall mean a condition that permits both freight trains and passenger trains to operate at the Federal Railroad Administration maximum authorized freight train or passenger train speeds, respectively, corresponding to the FRA track classification existing as of the Closing Date, with a reasonable degree of reliability.

“Mediation” shall have the meaning ascribed thereto in Section 18.3(a).

“NCPRL” shall have the meaning ascribed thereto in Section 22.8.

“NEPA” shall have the meaning ascribed thereto in Section 5.1.

“Non-Casualty Party” shall have the meaning ascribed thereto in Section 10.1.

“Non-NSR Person” shall mean any of the following Persons:

- (i) employees of City (but it is expressly understood and agreed that any labor furnished by NSR for and on behalf of City under any provision of this Agreement shall not be regarded for the purposes of this definition as employees of City);
- (ii) employees of a City Operator (but it is expressly understood and agreed that any labor furnished by NSR for and on behalf of any City Operator under any provision of this Agreement shall not be regarded for the purposes of this definition as employees of a City Operator);
- (iii) Commuter Rail Passengers or any Person (including any Coincidental NSR Employee Passenger, but excluding all other NSR Agents or Employees) who is on a Commuter Rail Train (including private cars but excluding business cars of NSR) operated by or for the account of City or a City Operator;
- (iv) any Person (including any Coincidental NSR Employee Passenger, but excluding all other NSR Agents or Employees) at or adjacent to a commuter station used by any City Operator who is there in connection with the Commuter Rail Service for the purpose of boarding or detraining from any Commuter Rail Train, meeting a Commuter Rail Train, purchasing a ticket, making a reservation, or obtaining information about City Operator’s service, conducting business with City or any City Operator (including a vendor from whom City or any City Operator receives compensation), or passengers riding on a Commuter Rail Train;
- (v) any Person at or adjacent to a commuter station who is providing local transportation to or accompanying a Person described in (iv) above;
- (vi) at stations that are used by a City Operator and that are not used by NSR or by tenants of NSR, all Persons other than: (a) NSR Agents or Employees (unless the NSR Agents or Employees also meet the definition of Coincidental NSR Employee Passenger) and (b) Persons accompanying or doing business with such NSR Agents or Employees; and

- (vii) at stations used jointly by NSR and a City Operator, or in which NSR leases space to third parties, any Persons who are at the station for a purpose directly related to City's use, or City Operator's use, of the station (including Persons dealing with a lessee of City and/or a City Operator in that station), and including but not limited to those described in (iii), (iv) or (v), above (including any Coincidental NSR Employee Passenger, but excluding all other NSR Agents or Employees).

provided, however, that in all cases the definition of Non-NSR Person shall exclude any Person who is struck by improperly secured equipment or cargo of a NSR Train operated on tracks at or adjacent to a passenger station, other than an employee of City or an employee of a City Operator.

"Northern O-Line Segment" shall have the meaning ascribed thereto in Section 20.2(b).

"NOS Operating Agreement" shall have the meaning ascribed thereto in Section 20.2(b)(ii).

"NOS Purchase Price" shall have the meaning ascribed thereto in Section 20.2(b)(i).

"NSR" shall have the meaning ascribed thereto in the Preamble.

"NSR Indemnified Parties" shall have the meaning ascribed thereto in Section 6.2(a).

"NSR Agents or Employees" shall mean any agents or employees of NSR in the course of their agency or employment.

"NSR Default" shall have the meaning ascribed thereto in Section 20.3.

"NSR Operating Rules" shall mean the codification of NSR's practices and guidelines for the operation of a Class 1 railroad as required by the Federal Railroad Administration at 49 C.F.R. Part 217 as provided to City and any operating bulletins released by NSR as provided to City.

"NSR User" shall have the meaning ascribed thereto in Section 4.1(b).

"Operating Option" shall have the meaning ascribed thereto in Section 20.2(b).

"Operating Schedule" shall mean the weekday and weekend Operating Schedule as Section forth in Exhibit G.

"Option Choice Expiration Date" shall have the meaning ascribed thereto in Section 20.2(b).

"Option Exercise Expiration Date" shall have the meaning ascribed thereto in Section 20.2(b).

"Other Invitee" shall mean any Person or Persons on or about the Corridor in connection with City's or City Operator's use of the Corridor other than those Persons on or about the Corridor to perform Railroad Operations or to engage in Incidental Use. Other Invitee shall also mean and include any and all Persons meeting, assisting, or in the company of any Person described in the immediately preceding sentence.

“Party” and **“Parties”** shall have the meaning ascribed thereto in the opening paragraph of this Agreement.

“Person” shall mean 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 City.

“Positive Train Control” and **“PTC”** shall mean any system designed to prevent train-to-train collisions, over-speed derailments, incursions into established work zones, and movements of Trains through switches left in the wrong position.

“PPI” shall have the meaning ascribed thereto in Section 20.2(b)(i)(2).

“Purchase Option” shall have the meaning ascribed thereto in Section 20.2(b).

“Purchased O-Line” has the meaning ascribed thereto in the Recitals.

“Quarterly Indexes of Chargeout Prices and Wage Rates (1977=100)” shall have the meaning ascribed thereto in the AAR official website: <https://www.aar.org/rail-cost-indexes/> or similar AAR official publication.

“Railroad Operations” shall mean any and all Commuter Rail Services and/or Freight Rail Service. For purposes of Article 14, (i) neither Party shall be deemed to be a “contractor” of the other Party, and (ii) all Trains, locomotives, cars, Equipment, officers, agents, contractors, and employees of the City Operator shall be deemed to be Trains, locomotives, cars, Equipment, officers, agents, contractors, and employees of City.

“Records” shall have the meaning ascribed thereto in Section 11.5(a).

“Release” shall mean 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).

“Respective Owner” shall have the meaning ascribed thereto in Section 6.3.

“Respective Portion” shall have the meaning ascribed thereto in Section 10.1.

“Self-Insurance Fund” shall have the meaning ascribed thereto in Section 13.3(d)(ii)(A).

“Special Train Service” shall mean an additional unscheduled train operated on a one-time or non-recurring basis in addition to regularly scheduled service.

“STB” shall mean the United States Surface Transportation Board, an independent federal agency that is charged with the economic regulation of various modes of surface transportation, primarily freight rail.

“Target Property” shall have the meaning ascribed thereto in Section 20.2(a).

“Term ” shall have the meaning ascribed thereto in Section 20.1.

“TPA” shall have the meaning ascribed thereto in Section 13.3(d)(ii).

“Trackage Rights” shall mean those rights conferred on a third party with respect to a Trackage Rights Agreement.

“Trackage Rights Agreement” shall mean the rights arising by agreement between NSR and other rail carriers to use the tracks or right-of-way on the Purchased O-Line or the Charlotte-POC Segment for the transport of freight rail traffic, without imparting an ownership interest to the other rail carriers.

“Train” shall mean one or more locomotives, coupled with or without cars, whether or not such locomotive or car is moving or stationary.

“Transaction” shall have the meaning ascribed thereto in the Recitals.

“Transition Period” shall have the meaning ascribed thereto in Section 7.1(a).

“User” shall mean any NSR User or any City Operator.

“Valuation Maps” shall mean a map or plat created or maintained by NSR that depicts the location of the rail corridor in the Purchased O-Line.

EXHIBIT B
PRIMARY PSA

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale (this “**Agreement**”), dated this 26th day of March, 2024 (the “**Effective Date**”), is made by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, hereinafter called “**Seller**”, and the **CITY OF CHARLOTTE**, a municipality in the State of North Carolina, hereinafter called “**Purchaser**”. Purchaser and Seller are sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**”.

WITNESSETH:

WHEREAS, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, certain railroad assets, including right-of-way, structures, track, signals, fixtures, and other track materials along and within a corridor extending between the City of Charlotte, Mecklenburg County, State of North Carolina, and the Town of Mooresville, Iredell County, State of North Carolina, consisting of the assets of a rail line designated by Seller as the “O-Line” located between a point of connection to be determined by the Parties situated in Charlotte, NC, near W 9th Street (at or about MP O-0.04) (the “**POC**”) to Mooresville, NC at MP O-29.08, (as further depicted in **Exhibit A** (Valuation Maps) and described in **Exhibit B** (Real Property Description), each attached hereto and made a part hereof, (the “**Premises**”), subject to Seller’s retention of a permanent and exclusive freight common carrier service easement (the “**Freight Easement**”); and

WHEREAS, Purchaser desires to purchase the Premises in order to commence commuter rail service (“**Commuter Operations**”) over the existing rail infrastructure on the Premises and such rail infrastructure as shall be constructed on the Premises and the Charlotte-POC Segment (as defined herein) pursuant to the terms and conditions of the Comprehensive Rail Agreement (as defined herein); and

WHEREAS, Commuter Operations also would include operation over the portion of Seller’s track located between the new station facility planned to be constructed by Purchaser at or about MP 378 MP in Charlotte, NC (“**New Gateway Platform**”) and the POC the (“**Charlotte-POC Segment**”); and

WHEREAS, Seller would retain the Freight Easement over the Premises that would allow for the continued operation of freight service in fulfillment of Seller’s freight common carrier obligation on the Premises;

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

1. **Recitals.** The recitals set forth above shall be incorporated into this Agreement as if fully set forth herein.

2. **Premises.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's right, title and interest, if any, in and to (i) the Premises, together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, and (ii) all tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, buildings, signals, crossing protection devices, communication lines, poles and auxiliary tracks (to the extent of Seller's ownership interest therein), improvements, structures, landscaping, appurtenances, and any and all personal property situated on the Premises (the "**Transaction**"). For the avoidance of doubt, the Premises shall not include, and Seller shall reserve, any easements as otherwise specified in this Agreement for occupation, ingress/egress, and supporting utilities (as applicable), for: (a) continuation of freight common carrier services, (b) any signboards, as further specified in **Exhibit C** (Reserved Signboard Easements), attached hereto and thereby made a part hereof, that may be located on the Premises, with any agreements related to such Exhibit C to be provided by Seller to Purchaser within fifteen (15) days of the Effective Date, and (c) any third party agreements that are subject to third party rights, with such agreements being identified on **Exhibit D** (Reserved Easements for Third Party Facilities), attached hereto and thereby made a part hereof, with any agreements identified on such Exhibit D to be provided by Seller to Purchaser within fifteen (15) days of the Effective Date (the "**Reserved Facilities**").

3. **Purchase Price.** The Purchase Price for the Premises as of the Effective Date is **Ninety-Five Million and 00/100 Dollars (\$95,000,000.00)**. The term "**Purchase Price**" means the purchase price for the Premises as of the Effective Date. The Purchase Price may be modified pursuant to Section 6 and Section 7. The parties shall agree on the Final Purchase Price (as defined in Section 6), which may reflect modifications made to the Purchase Price pursuant to Section 6 and Section 7 prior to Closing (as defined herein).

4. **Legal Description.** Seller shall prepare a general written description of the Premises based on a reference to the center line of the track as located in reference to those certain Valuation Maps as set forth in Exhibit A and the Real Property Description set forth in Exhibit B. Within thirty (30) days before the Closing Date, Purchaser shall, at Purchaser's expense, obtain a survey meeting Seller's specifications and subject to Seller's approval specifically demarcating the common property boundaries between the Premises and Seller's property adjoining the Premises at its endpoints.

5. **Type of Conveyance.** At Closing (as defined in Section 6), Seller shall convey the Premises to Purchaser by Quitclaim Deed substantially in the form set forth in **Exhibit E** (Quitclaim Deed Form) attached hereto and made a part hereof, being without covenants, representations, or warranties, which grants, transfers, and quitclaims to Purchaser Seller's interest in the Premises, subject to the following:

- (a) Local real estate taxes for the year of closing (but not any taxes that are in arrears) and subsequent years not yet due and payable;
- (b) Applicable zoning laws and regulations; and
- (c) All easements, conditions, reservations, leases, licenses, and restrictions whether or not of record or may be apparent by an inspection of the Premises.

Unless and specifically where it is deemed to be unnecessary, by both Parties, the Quitclaim Deed for the Premises shall contain the following reservations and exceptions to title:

- (i) *EXCEPTING AND RESERVING unto Grantor, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable retained freight service easement in the Premises as necessary to fulfill Grantor's common carrier obligation and as necessary to physically serve, with its own crews and locomotives, or the crews and locomotives of its owners, affiliates, transferees or assigns, present and future rail customers with access to the Premises, provide overhead freight service to other portions of Grantor's rail systems or to the rail systems of connecting freight railroads and temporary detour or emergency overhead rail operations. Grantee acknowledges Grantor's retained rights, and Grantee neither has nor will have any right to serve present and future shippers and will make no attempt to construct additional sidings to serve such shippers for its own account or to circumvent this Deed by other means, directly or indirectly. Grantor's exercise of the freight service easement and right to operate on the Premises is subject to the terms and conditions of that certain Comprehensive Rail Agreement dated [_____] 2024]. Where apparent discrepancies are perceived between this Quitclaim Deed and the Comprehensive Rail Agreement, the Comprehensive Rail Agreement shall control.*
- (ii) *"FURTHER EXCEPTING AND RESERVING unto Grantor, its successors, assigns and affiliates, an exclusive easement agreement for the installation, construction, maintenance, utilization, and replacement (including but not limited to ingress and egress) of _____ existing signboard(s) located in the vicinity of the [____ street _____] at Milepost [____], North Carolina, as depicted in Exhibit [] hereto, under an Agreement between Grantor and [____], dated [____] until expiration of said agreement on [____]. Any use and enjoyment of this/these Reserved Easement(s) by Grantor, its successors, assigns and affiliates shall*

be subject to the provisions of Grantee's General Conditions, as specified in the Comprehensive Rail Agreement, applying to the occupancy of its right-of-way which are then in effect.

Seller represents that, to the best of Seller's knowledge, there are no rental, licensing agreements, or other occupancy agreements relating to the Premises to which Seller is a party other than those to be listed in Exhibit C (Reserved Signboard Easements) and Exhibit D (Reserved Easements for Third Party Facilities). On the date of Closing, Seller shall assign to Purchaser the agreements listed in **Exhibit F** (List of Assigned Agreements,) attached hereto and made a part hereof, pursuant to an assignment and assumption agreement developed in mutually satisfactory form (the "**Assignment and Assumption Agreement**").

6. **Closing.** Subject to Section 12 below, the closing of the Transaction shall be held at a mutually agreed upon location, date and time, or by overnight mail, on or before September 10, 2024 (such date as mutually agreed, the "**Closing Date**") (the process described herein to occur on the Closing Date being "**Closing**"). At or before Closing, as applicable in each case, the following items shall be effected:

- (a) Seller and Purchaser shall mutually agree, pursuant to any modifications made in accordance with Sections 3 and 7 herein, upon a final purchase price (the "**Final Purchase Price**") and memorialize such Final Purchase Price in a statement executed by both Parties (the "**Price Statement**")
- (b) Seller shall deliver to Purchaser the duly executed and acknowledged Quitclaim Deed conveying the Premises to Purchaser as provided in Section 5 hereof. If any mortgage or trust encumbers the Premises, Seller shall provide a deed or deeds of release to release the lien of any mortgage or trust that may encumber the Premises. If any judgment liens, other liens for the payment of money (other than mortgages and deeds of trust) or lis pendens encumber the Premises at Closing, Seller shall either cause such lien or lis pendens to be released, provide a corporate surety bond with respect to such lien or lis pendens or execute and deliver to Purchaser or its title insurer an indemnity agreement, in form and substances reasonably satisfactory to Purchaser, Seller, and Purchaser's title insurer, with respect to such liens or lis pendens.
- (c) Purchaser shall pay to Seller the Final Purchase Price by wire transfer. Seller will provide Purchaser with wiring instruction prior to Closing.
- (d) Purchaser shall deliver to Seller the Comprehensive Rail Agreement (as defined in Section 7) executed by Purchaser, and Seller shall deliver to Purchaser the Comprehensive Rail Agreement executed by Seller.
- (e) Purchaser shall deliver to Seller the Assignment and Assumption Agreement executed by Purchaser, and Seller shall deliver to Purchaser the Assignment and Assumption Agreement executed by Seller.

- (f) General real estate taxes for the then-current year relating to the Premises, rents, water, sewer, and electric charges, if any, shall be prorated as of the closing date and shall be so adjusted at Closing. If Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuations. All special taxes or assessments accrued subsequent to the Closing Date shall be paid by Purchaser if required by North Carolina law. All general taxes, assessments, and water, sewer, and electric charges in arrears on the Closing Date shall be paid by Seller. Seller has represented that there are no outstanding charges for taxes, water, sewer, and electric charges. However, to the extent that the Premises contain any property classified as operating property (and therefore, is not locally assessed by the applicable taxing authority of each county or city in which the applicable portion of the Premises is situated), then Seller shall continue to pay all sums applicable to the portions of the Premises deemed operating property without pro-ratio or adjustment between the Parties, with Seller making the necessary adjustments to the next franchise tax return filed on the portion of the Premises deemed as operating property, and Purchaser paying any taxes, as may be applicable to Purchaser, that may become due and payable on and after the Closing Date after conveyance.
- (g) Seller shall pay for the Quitclaim Deed preparation, transfer taxes and Seller's attorneys' fees.
- (h) Purchaser shall pay for all costs, taxes, recording and filing fees not otherwise addressed in Section 6(d) and Purchaser's attorneys' fees.
- (i) Seller and Purchaser shall deliver to the title company all such documents as are requested by the title company to effectuate the Transaction, to allow the title company to issue an owner's policy of title insurance, and to allow the title company to have all pertinent documents recorded in the title company's reasonable discretion. Purchaser shall have thirty (30) calendar days from the receipt of a title commitment from its title company to notify Seller of any exceptions to the title to the Premises that Purchaser is unwilling to accept. If Seller receives such notice, Seller may remove or start the process of removing, but shall be under no obligation to remove, such exception at Seller's sole expense and provide notice (each, a "**Title Exception Removal Notice**") to Purchaser of such removal or process of such removal within fifteen (15) days of receiving such notice. At the discretion of Purchaser's title company, Purchaser may update the title to the Premises no later than thirty (30) calendar days prior to Closing. Upon receipt of such updated title, Purchaser will have five (5) days from such receipt to notify Seller of any exceptions to title, with such exceptions being limited solely to issues arising in the updated title that were not included in the initial title commitment. Seller will then have five (5) business days from receipt of such notice from Purchaser to notify Purchaser of any intent on Seller's part to remove such exception but shall have no obligation so to do. If Purchaser does not receive a Title Exception Removal Notice from

Seller, Purchaser may elect to accept any such exceptions or terminate the Agreement. In the event that Purchaser terminates this Agreement, neither party shall have any further rights or obligations under this Agreement, except for those pursuant to Section 17(f). Unless waived by Purchaser, Purchaser shall have received by the Closing Date the title policy reasonably satisfactory to Purchaser.

7. Due Diligence Inspections; Negotiation of Comprehensive Rail Agreement.

- (a) Purchaser and its employees and agents shall, until the sale contemplated herein has been completed or this Agreement has been terminated or has expired by limitation, have the right and permission, after the Effective Date, to enter upon the Premises or on any part thereof at all reasonable times for the purpose of inspecting, examining and surveying the Premises, as well as making soil tests, borings, percolation tests and other necessary tests for engineering and planning for the Corridor Infrastructure, as defined herein, and determination of surface, sub-surface and topographic conditions; PROVIDED, HOWEVER, (i) Purchaser's presence and activities shall not unreasonably interfere with Seller's common carrier obligations; (ii) Purchaser shall not have the right to perform any invasive environmental testing unless Seller shall have first consented in writing to any such testing proposed in writing by Purchaser, which consent Seller may withhold in its sole discretion; and (iii) notwithstanding any other provision of this Agreement, and to the extent permitted by North Carolina law, Purchaser agrees, and agrees to require all contractors retained by Purchaser for these purposes, to indemnify and hold Seller (which word, for the purposes of this subsection (a), shall be deemed to include any corporation controlling, controlled by or under common control with Seller, together with the officers, employees, agents and servants of any of them) harmless from and against any claims or liability for personal or bodily injuries to (including death of) persons or damage to or loss of property, real or personal, or expense in any manner connected with such undertakings hereunder and, at Seller's option, to defend any lawsuit brought against Seller on account of any such claims and to pay any judgment against Seller resulting from any suit, whether or not any such claim, demand or suit purports to arise from the negligence of Seller or otherwise, and Purchaser shall also indemnify and hold harmless Seller, and require that all contractors retained by Purchaser for these purposes, from and against loss or damage occasioned by such entry, including, without limitation, any mechanic's liens or claims that may be filed or asserted against the Premises by contractors, sub-contractors or materialmen performing such work for Purchaser. Purchaser shall provide copies of all tests performed on the Premises to Seller upon request at no cost to Seller.
- (b) If, as a result of Purchaser's inspection as provided in subsection (a) above or any other determination or analysis of the Premises by Purchaser, Purchaser discovers any geotechnical conditions concerning the Premises

that render it unsuitable for its purposes or reveal the existence of toxic/hazardous chemicals and waste substances, or the presence of asbestos, in such quantities as to give rise to possible liability under federal, state or local environmental laws and regulations, Purchaser shall have sixty days prior to the Closing Date to furnish Seller with a written statement of such conditions affecting the suitability of the Premises for Purchaser's purposes or that give rise to possible liability under federal, state or local environmental laws and regulations. Seller shall have thirty (30) days after receipt of such notice to remedy such conditions, but shall be under no obligation so to do, and if Seller declines to or fails to remedy such conditions within the prescribed time, or if Seller declines to give Purchaser permission to perform any environmental testing as provided in subsection (a) above, then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate this Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event this Agreement is terminated, neither Party shall be liable to the other Party for damages on account of the termination.

- (c) If, as a result of Purchaser's inspection as provided in subsection (a) above or any other determination or analysis of the Premises by Purchaser, Purchaser determines that one or more third-party structures situated on the Premises would unreasonably interfere with Purchaser's construction of the Corridor Infrastructure on the Premises (collectively, the "**Encroachments**"), Purchaser shall notify Seller of the Encroachments, and Purchaser and Seller shall undertake reasonable efforts to determine whether to eliminate such Encroachment, so long as such elimination would not cause unreasonable interference in Seller's obligation to provide common carrier freight service, and/or to determine whether and in what amount the Encroachments should contribute to determining the Final Purchase Price.
- (d) Purchaser and Seller may each perform an appraisal of the Premises. The parties will determine whether and in what amount the appraisals should contribute to determining the Final Purchase Price.
- (e) Within five (5) business days following the Effective Date, Seller shall deliver to Purchaser a copy of: (i) all agreements associated with the signboards on the Premises, as further specified in Exhibit C (Reserved Signboard Easements) to which Seller is a party; (ii) all agreements associated with reserved easements for third party facilities on the Premises, as further specified in Exhibit D (Reserved Easements for Third Party Facilities), to which Seller is a party; and (iii) all agreements set forth in Exhibit F (List of Assigned Agreements) to be assigned to Purchaser in the Assignment and Assumption Agreement.
- (f) Purchaser and Seller shall engage in negotiations in an effort to reach mutual agreement on a document that will govern the relationship between Seller

and Purchaser (and any party performing Commuter Operations on behalf of Purchaser) in the operation, maintenance, and future development of the Premises and Commuter Operations over the Charlotte-POC Segment (the “**Comprehensive Rail Agreement**”). The Comprehensive Rail Agreement will address, among other things:

- (i) The necessity of an additional Rail Traffic Controller (“**RTC**”) study, performed at Purchaser’s sole cost and expense, to determine infrastructure required to carry out Commuter Operations in a manner that does not unreasonably interfere with Seller’s Freight Easement or the provision of common carrier freight rail service (“**Corridor Infrastructure**”). In the event Purchaser conducts the RTC study, Seller must approve the sufficiency of the defined Corridor Infrastructure to ensure no unreasonable interference with the Freight Easement or Seller’s provision of common carrier freight service. If, by the start of service of Commuter Operations, Purchaser makes a material change in the level of Commuter Operations, as defined in the Comprehensive Rail Agreement, Purchaser will perform a new or supplemental RTC study, as appropriate, based on Purchaser’s material change, at Purchaser’s sole cost and expense.
- (ii) Construction of the Corridor Infrastructure, which would be performed at Purchaser’s sole cost and expense, and in a manner that would not unreasonably interfere with Seller’s Freight Easement or its common carrier freight operations;
- (iii) The terms and conditions associated with Commuter Operations on the Charlotte-POC Segment, including price and volume of trains;
- (iv) Provision for potential expansion of Commuter Operations on the Charlotte-POC Segment, including the performance of Rail Traffic Controller studies at Purchaser’s sole cost and expense to determine the viability and requirements of expansion at any given time;
- (v) Seller’s exercise of its retained permanent, exclusive freight rail operating easement for the purpose of providing common carrier freight service, including the price to be paid to Purchaser both during the period between the Closing Date and the date that Commuter Operations commence (the “**Transition Period**”) and after the Transition Period;
- (vi) Purchaser’s delegation of rights to Seller to police encroachments on the Premises that, in Seller’s judgment, stand to interfere with Seller’s railroad operations;

- (vii) Seller's right to expand freight service, subject to Seller providing sufficient additional capacity as needed, at Seller's sole cost and expense, such right to include the addition of a third mainline track at Seller's election, and subject to Seller addressing encroachments as Seller deems necessary to effectuate provision of sufficient additional capacity, also at Seller's sole cost and expense;
- (viii) Maintenance of the Premises, both during and after the Transition Period, and ensuring that such maintenance obligation does not unreasonably interfere with Seller's Freight Easement or common carrier freight operations;
- (ix) Dispatching of the Premises, both during and after the Transition Period and the development of standards and protocols to ensure that the Purchaser's dispatching practices and protocols do not unreasonably interfere with Seller's Freight Easement or common carrier obligation;
- (x) Liability allocations related to rail operations on the Premises and the Charlotte-POC Segment, including liability assumption requirements with respect to any party performing Commuter Operations on behalf of Purchaser;
- (xi) Installation of Positive Train Control at Purchaser's sole cost and expense; and
- (xii) Purchase Agreement(s) between the parties for land required by Purchaser for the New Gateway Platform in Charlotte, NC and/or any other stabling or other land acquisition for the Commuter Operations;

8. **Real Estate Commissions.** Purchaser and Seller each represents to the other that no real estate commissions are due and owing to any party with respect to the Transaction. Each Party hereby agrees to indemnify and save harmless the other Party from and against any and all claims or liability for real estate commissions arising out of the Transaction attributable to the indemnifying Party.

9. **Assignment.** This Agreement may not be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason, except in the case of an assignment to an entity of which Purchaser has a controlling interest or is the general partner, in which case such consent shall not be unreasonably withheld. Seller expressly reserves the right to assign or delegate all or any part of Seller's rights and duties hereunder with respect to all or any portion of the Premises to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031 (K)-1(g)(4).

10. Disclaimers.

- (a) Purchaser agrees to purchase the Premises “as is, where is” and acknowledges that Seller has not made any express or implied representation or warranty with respect to the condition or suitability of the Premises, including, but not limited to, title, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil or improvements, whether known or unknown, (referred to herein as “contamination of the Premises”) and other physical characteristics. Purchaser shall perform at its own expense and rely solely upon its own independent investigation concerning the physical condition of the Premises (including, but not limited to, an environmental assessment) and compliance of the Premises with any applicable law and regulations, provided that nothing in this subsection (a) constitutes a condition precedent to Closing.
- (b) Seller has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Purchaser concerning the Premises except as provided in the Owner’s Affidavit, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment . Purchaser acknowledges that neither Seller nor any of its agents or representatives have made, and Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.
- (c) Purchaser hereby agrees that, following its purchase of the Premises, Purchaser will protect, indemnify and hold harmless Seller from and against any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, cleanup and remedial action costs), judgments, and expenses (including, without limitation, attorney’s and experts’ fees and expenses) of every kind and nature suffered by, incurred by (whether voluntarily or by court or administrative order or direction) or asserted against Seller or Purchaser as a direct or indirect result of any hazardous materials, substances, wastes or other environmentally regulated substances located on, in or under the Premises that were caused or created by Purchaser, whether before or after closing. This provision shall survive Closing.
- (d) Nothing in this Section 10 shall abrogate or supersede any allocations of liability between Purchaser and Seller as will be set forth in the

Comprehensive Rail Agreement. The provisions of Section 10 shall survive Closing.

11. **Eminent Domain.** If, at any time prior to Closing hereunder, any action or proceeding is filed under which the Premises, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then, at the option of either Seller or Purchaser, (a) this Agreement shall be terminated or (b) this Agreement shall remain in full force and effect and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in any proceeds received or which may be received by the taking, or a sale in lieu thereof, said option to be exercisable by either Party by delivering to the other Party written notice of such exercise on or before the thirtieth (30th) day following the day on which the respective Party receives notice that such suit has been filed.

12. **Conditions Precedent to Closing.** The obligation of each Party to close the Transaction is conditioned upon satisfaction of all the following conditions precedent:

- (a) The Parties shall have agreed upon the Final Purchase Price.
- (b) The Parties shall have agreed upon the terms and conditions of the Comprehensive Rail Agreement and the Assignment and Assumption Agreement. Where apparent discrepancies are perceived between this Agreement and the Comprehensive Rail Agreement, the Comprehensive Rail Agreement shall control.
- (c) The Surface Transportation Board (the "STB") shall have determined that the Transaction, as structured under the various transactional agreements, does not entail the purchase and sale of a line of railroad, and, accordingly, that Buyer will not by virtue of the Transaction incur a railroad common carrier obligation with respect to the Premises, or, in the alternative, the STB shall have authorized the Transaction. To that end, within thirty (30) days of the Effective Date, Purchaser shall (i) file a notice of exemption (the "NOE") covering its proposed acquisition of the Premises, accompanied by a motion to dismiss the NOE on the basis that the Transaction does not require STB regulatory approval, and (ii) request expedited STB review of the motion to dismiss. The Parties shall cooperate with each other in connection with all filings made with the STB, and neither Party shall make any filing with the STB related to this Transaction without first having delivered a draft copy of such filing to the other Party at least five (5) business days before such filing is made.
- (d) The Transaction shall not be subject to a stay or injunction by the STB or by any court of competent jurisdiction as of the Closing Date.
- (e) No material claim, litigation, labor dispute, or work stoppage is threatened or pending in connection with the Transaction or any agreement to be executed in connection herewith.

- (f) Seller shall have received all necessary approvals from its Board of Directors to enter into this Agreement and consummate the Transaction contemplated by this Agreement under the terms and conditions hereof.
- (g) Purchaser shall have received all necessary approvals from the Charlotte City Council, and all other government entities with authority over the Purchaser, to enter into this Agreement and consummate the Transaction contemplated by this Agreement under all of the terms and conditions hereof.
- (h) For that portion of the Premises that is located outside of Mecklenburg County, Purchaser shall have received all approvals required pursuant to North Carolina law, including but not limited to such approvals required from Iredell County.

13. **Responsibility for Labor Protection.** Each Party shall bear the full cost of protection of its own employees under employee protective conditions, if any, that may be imposed on it by the STB or that apply under any agreements made by either Party with its respective employees, and of grievances filed by its own employees under its collective bargaining agreements with its employees. The Party held responsible for protection or grievances by this Section 13 shall and hereby does release, indemnify, protect, defend and hold harmless the other Party (and its officers, directors, agents and employees) from and against such responsibility.

14. **New and Undisclosed Agreements.**

- (a) Neither Party shall enter into any new agreement pertaining to the Premises between the Effective Date and either the Closing Date or the termination date of this Agreement without the written consent of the other Party.
- (b) Each Party shall defend, hold harmless and indemnify the other Party for any losses, claims, expenses, fees and costs arising in connection with any obligations under any agreements related to the Premises that were (i) entered into by the indemnifying Party during the indemnifying Party's ownership of the Premises and (ii) in the case that any such agreement entered into by Seller is not disclosed to Purchaser by the Closing Date, provided that Seller's obligations under this Section 14(b) with respect to a given agreement shall not extend beyond the date a copy of such agreement is provided to Purchaser.
- (c) From the Effective Date until the Closing Date, Seller shall provide ten (10) days advance notice to Purchaser of any modifications to any agreement set forth in Exhibit F_(List of Assigned Agreements). Purchaser reserves the right to object to any modifications to any agreement set forth in Exhibit F upon receipt of such notice.).
- (d) From the Effective Date until the Closing Date, Seller shall comply with all material terms, conditions, and provisions of all agreements set forth in Exhibit F_(List of Assigned Agreements), make all payments thereunder, and not waive any material default thereunder.

15. **Relocation Act.** Provided the Transaction is consummated pursuant to this Agreement, Seller acknowledges and agrees that it will be fully compensated and is not entitled to any further assistance under the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (42 U.S.C. § 4601, et seq), or any other federal, state or local law, ordinance or regulation requiring the provision of relocation assistance to persons displaced by action of public agencies, by reason of the Transaction contemplated by this Agreement.

16. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered, or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below.

Seller:

Kristi Glahn
Director - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Purchaser:

City of Charlotte
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Attn: CATS CEO

With copies to:

Howard D. McFadden
Senior General Attorney - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, GA 30308

City of Charlotte
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Attn: City Attorney- CATS

17. Miscellaneous Provisions.

- (a) This Agreement embodies the full understanding between the Parties of the Transaction, as of the Effective Date, and cannot be varied except by the written agreement of the Parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the Parties hereto.
- (b) Time is of the essence of this Agreement.
- (c) All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both Parties hereto.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- (e) This Agreement shall not be effective or binding until fully executed by the Parties hereto.
- (f) Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement, including without limitation all indemnifications and releases, will survive closing.

- (g) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (i) The Parties agree that this Agreement may be transmitted between them by facsimile machine or electronic mail. The Parties intend that faxed or scanned signatures shall constitute original signatures and that a faxed or electronically mailed agreement containing the signatures (faxed or scanned) of all the Parties is binding on the Parties.
- (j) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise one and the same Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

NORFOLK SOUTHERN RAILWAY COMPANY

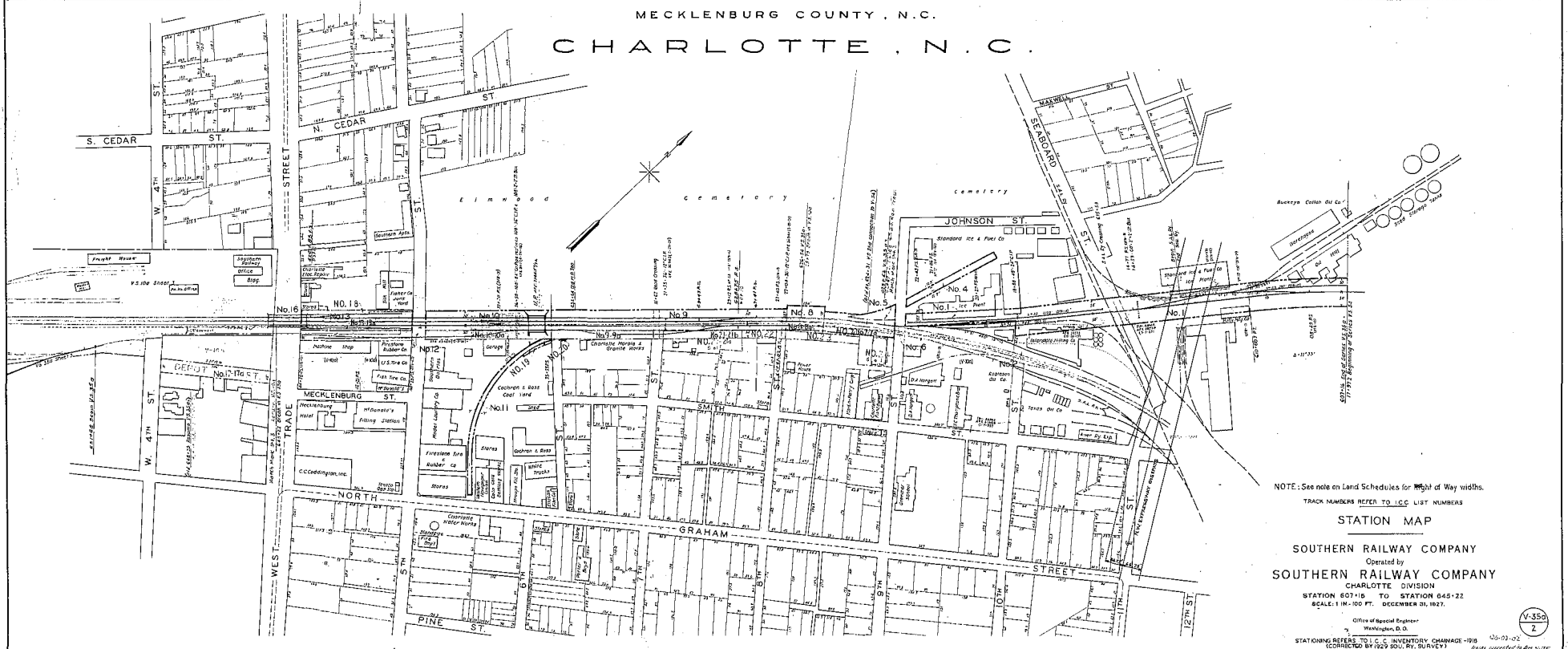
By: 
[NS SIGNATORY] *Kristi Glahn*
[NS SIGNATORY TITLE] *Real Estate Manager*

CITY OF CHARLOTTE

By: 
[CITY SIGNATORY]
[CITY SIGNATORY TITLE]
Marcus D. Jones
City Manager

EXHIBIT A
VALUATION MAPS

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



NOTE: See note on Land Schedules for right of Way widths.

TRACK NUMBERS REFER TO L.C.C. LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY

CHARLOTTE DIVISION
STATION 607-15 TO STATION 645-22
SCALE: 1 IN = 100 FT. DECEMBER 31, 1927.

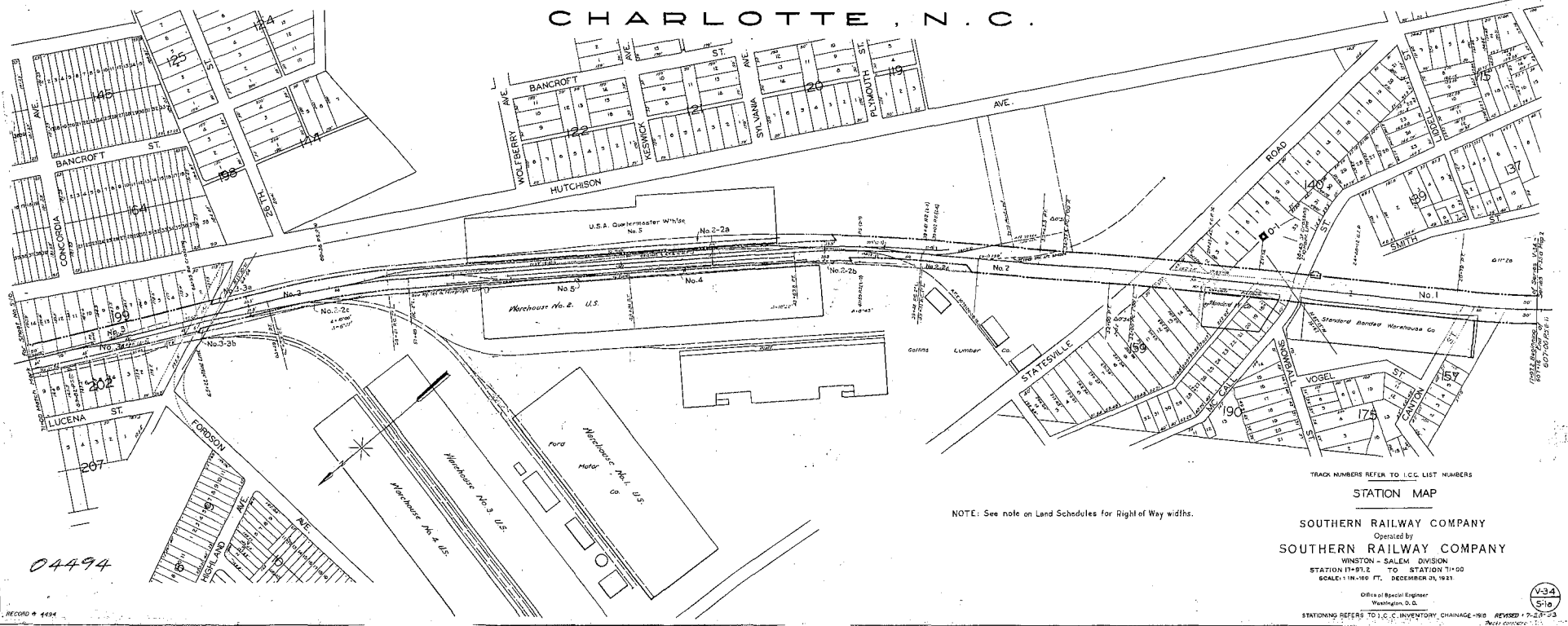
Office of Special Engineer
Washington, D.C.

STATIONING REFERS TO L.C.C. INVENTORY CHAINAGE - 1918
(CORRECTED BY 1925 S.O.L. BY SURVEY)

V-350
2

MECKLENBURG COUNTY, N.C.

CHARLOTTE, N.C.



NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO L.C.C. LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY

WINSTON - SALEM DIVISION
STATION 17+01.2 TO STATION 11+00
SCALE: 1 IN. = 100 FT. DECEMBER 31, 1921.

Office of Special Engineer
Washington, D. C.

STATIONING REFERS TO I.C.C. INVENTORY CHAINAGE - 1918. REVISED 1-2-22-23.
Note corners.

V-34
510

4644 A

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



TRACK NUMBERS REFER TO I.C.C. LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY

WINSTON - SALEM DIVISION
STATION 71+00 TO STATION 123+00

SCALE: 1 IN. = 100 FT. DECEMBER 31, 1927

Office of Special Engineer
Washington, D. C.

STATIONING REFERS TO I.C.C. INVENTORY CHAINAGE - #10

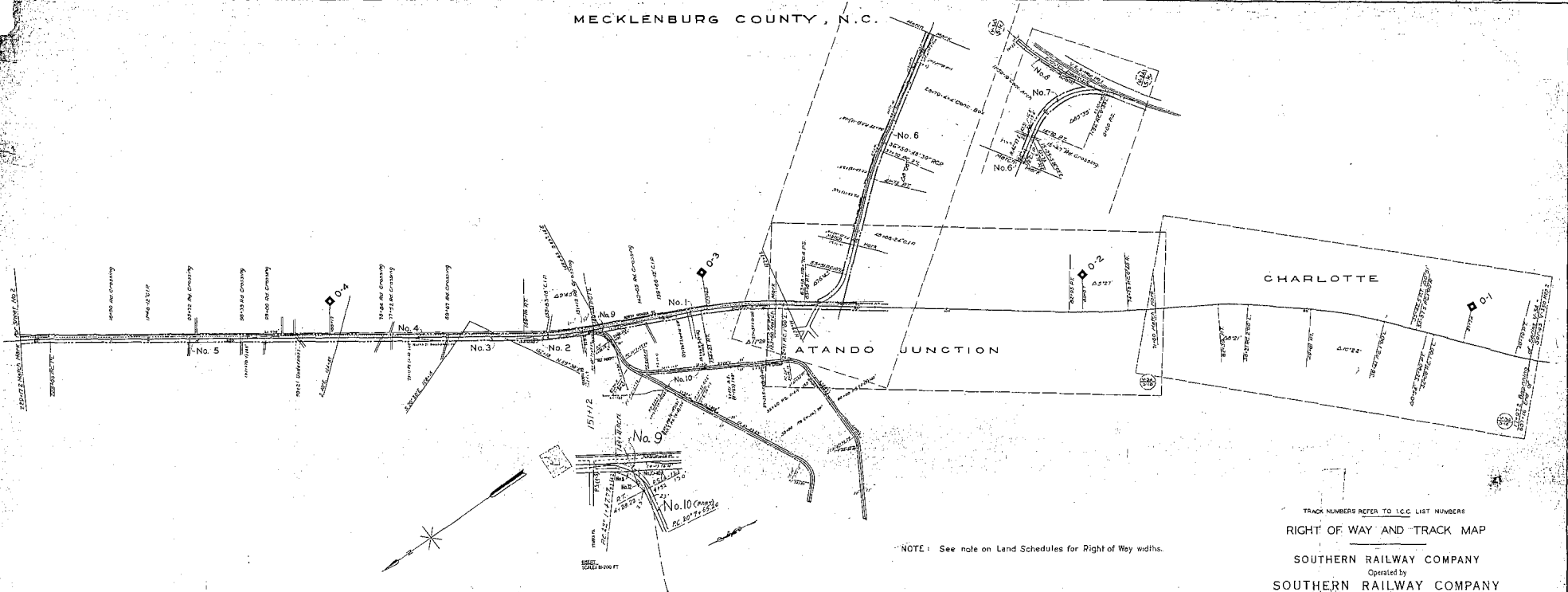
V-34
51b

NOTE: See note on Land Schedules for Right of Way widths.

04495

4495 A

MECKLENBURG COUNTY, N.C.



NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO I.C.C. LIST NUMBERS
RIGHT OF WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY

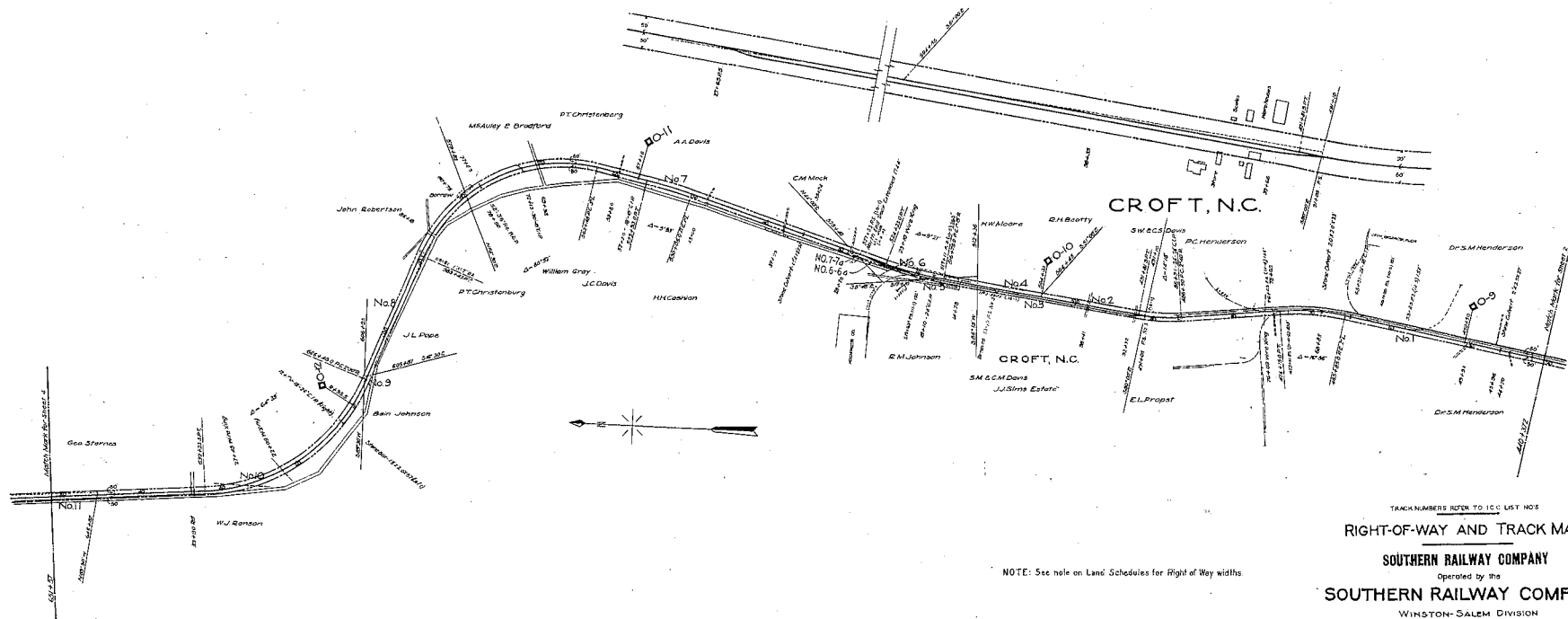
WINSTON-SALEM DIVISION
STATION 19+12.2 TO STATION 22+11.2
SCALE 1/4"=400 FT. DECEMBER 31, 1927.

Office of Special Engineer
Charlotte, N.C.

STATIONING REFERS TO I.C.C. & INVENTOR'S CHANGE SHEET

V-34
1

MECKLENBURG COUNTY, N.C.



04498

NOTE: See note on Land Schedules for Right of Way widths.

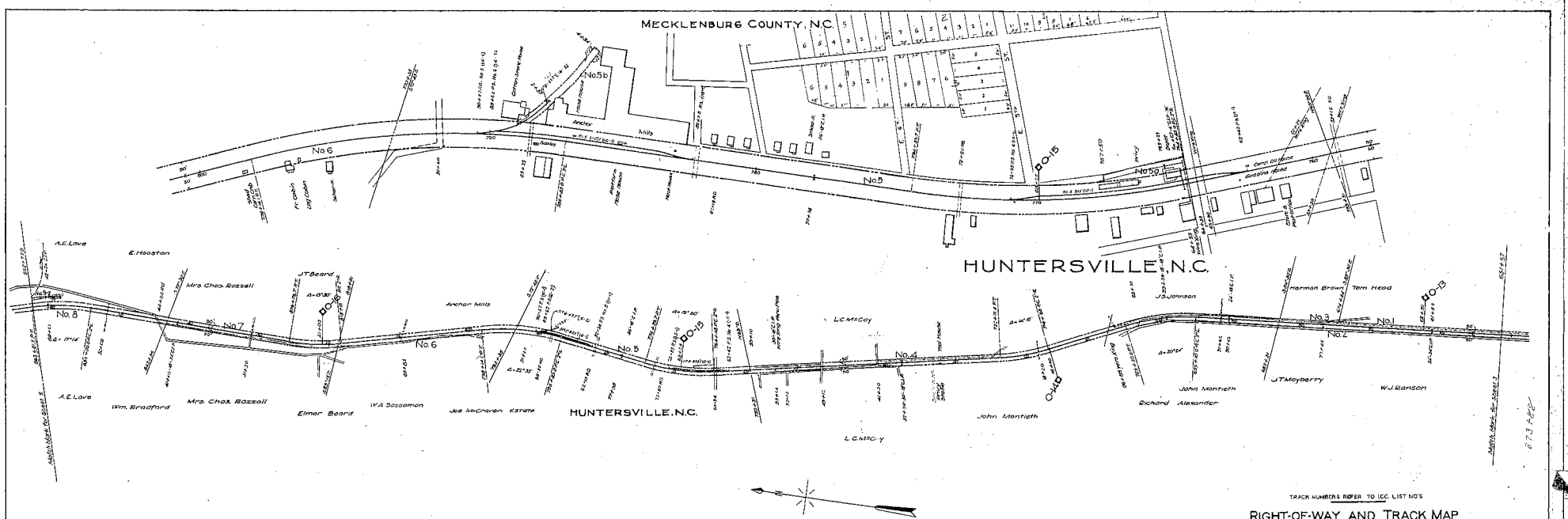
TRACK NUMBERS REFER TO ICC LIST NOS.
RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION
STATION 401+57.2 TO STATION 651+57
SCALE: 1"=1/4" HORIZ. DEC. 31, 1927

Office of Special Engineer
Washington, D.C.
STATIONING REFERS TO FEDERAL INVENTORY CHAINAGE 1918

V.32
3
1-23-76



NOTE: See note on Land Schedules for Right of Way widths.

RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION
STATION 65151 TO STATION 65217

Scale 1/4" = 100' DEC 31, 1917

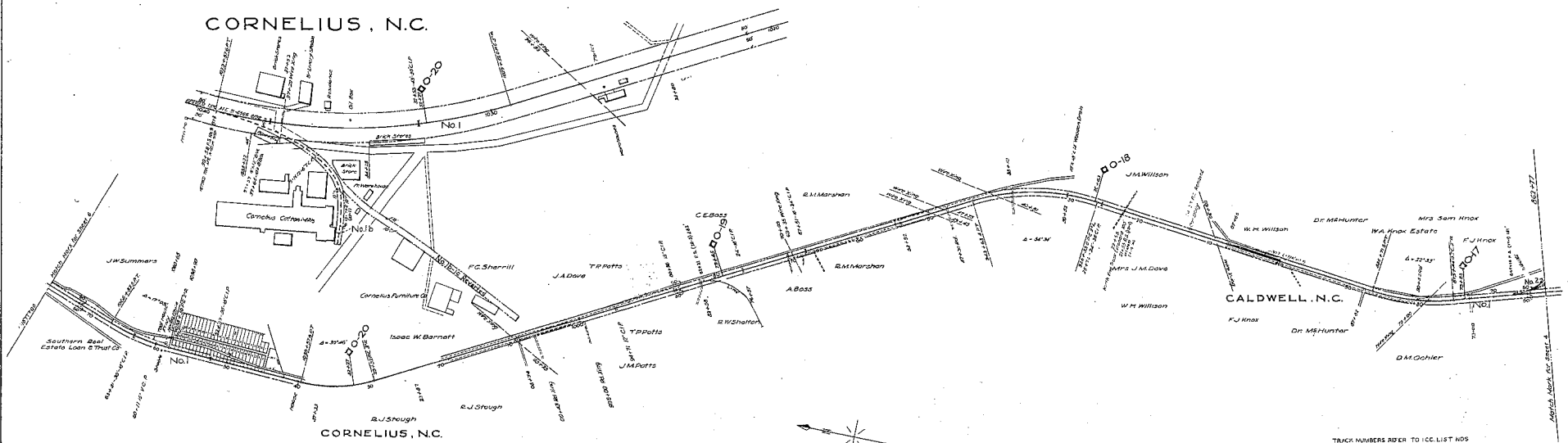
Office of Special Engineer
Winston, N.C.
STATIONING REFERS TO FEDERAL INVENTORY CHANGES 1916

V-34
4

04499

MECKLENBURG COUNTY, N.C.

CORNELIUS, N.C.



NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO ICC LIST NOS

RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

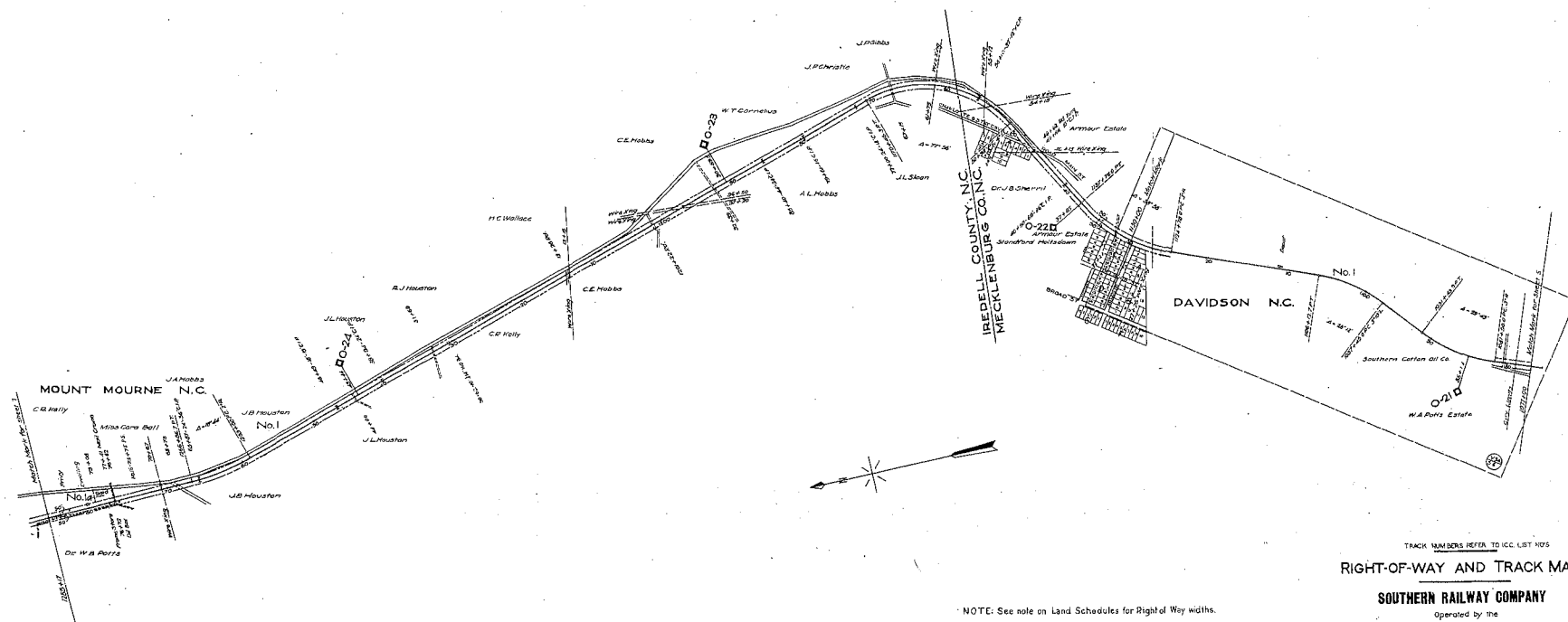
STATION 662 + 77 TO STATION 673 + 97

SCALE 1"=400 FT. DEC. 31, 1937

Office of Special Engineer
Washington, D.C.

STATIONING REFERS TO FEDERAL INVENTORY CHANGE 1918

V.34
5



NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO ICC LIST NOS
RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
Operated by the
SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION
STATION 1073+57 TO STATION 1285+17
SCALE 1:100,000

Office of Special Engineer
Washington, D.C.
STATIONING REFERS TO FEDERAL INVENTORY 1918

V.34
6

MECKLENBURG COUNTY, N.C.

DAVIDSON COLLEGE

DAVIDSON, N.C.

NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO ICC LISTINGS

STATION MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

STATION 1080+00 TO STATION 1125+00

SCALE: 1"=100 FT. DEC. 31, 1927

Office of Special Engineer
Washington, D.C.

STATIONING REFERS TO FEDERAL INVENTORY CHAINAGE 1916

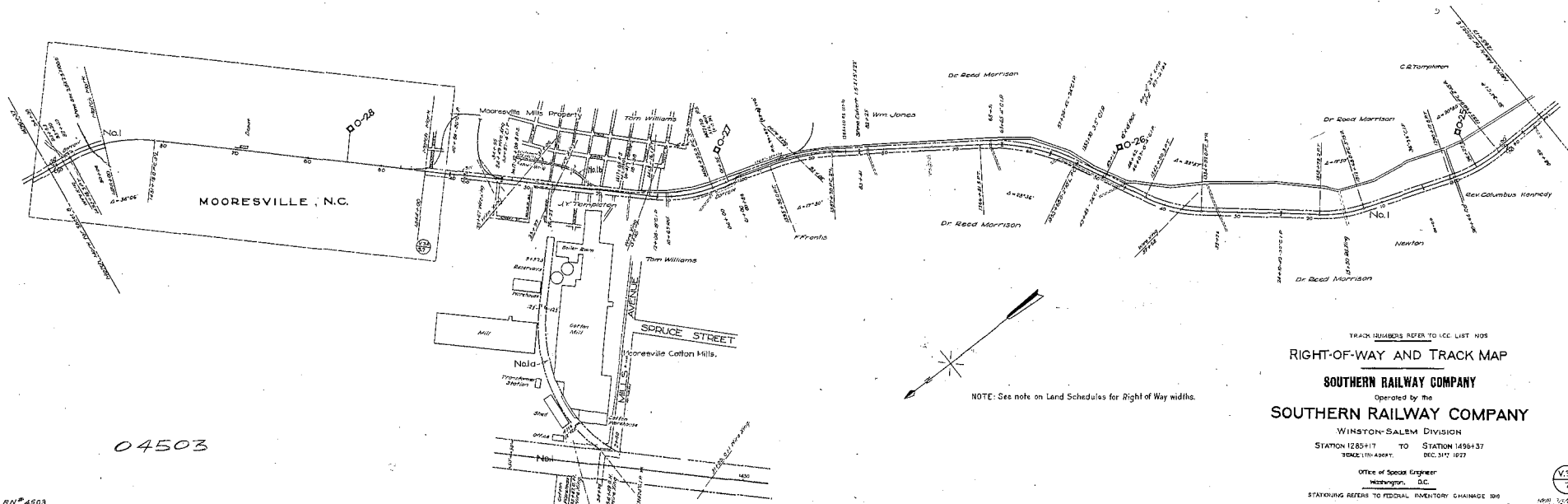
10 Feb. 28 1223
V.3A
S.6

04502

REC. NO. 4502.00

IREDELL COUNTY, N.C.

MOORESVILLE, N.C.



04503

RN#4503

NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO LCC LIST 105
RIGHT-OF-WAY AND TRACK MAP
SOUTHERN RAILWAY COMPANY
 Operated by the
SOUTHERN RAILWAY COMPANY
 WINSTON-SALEM DIVISION

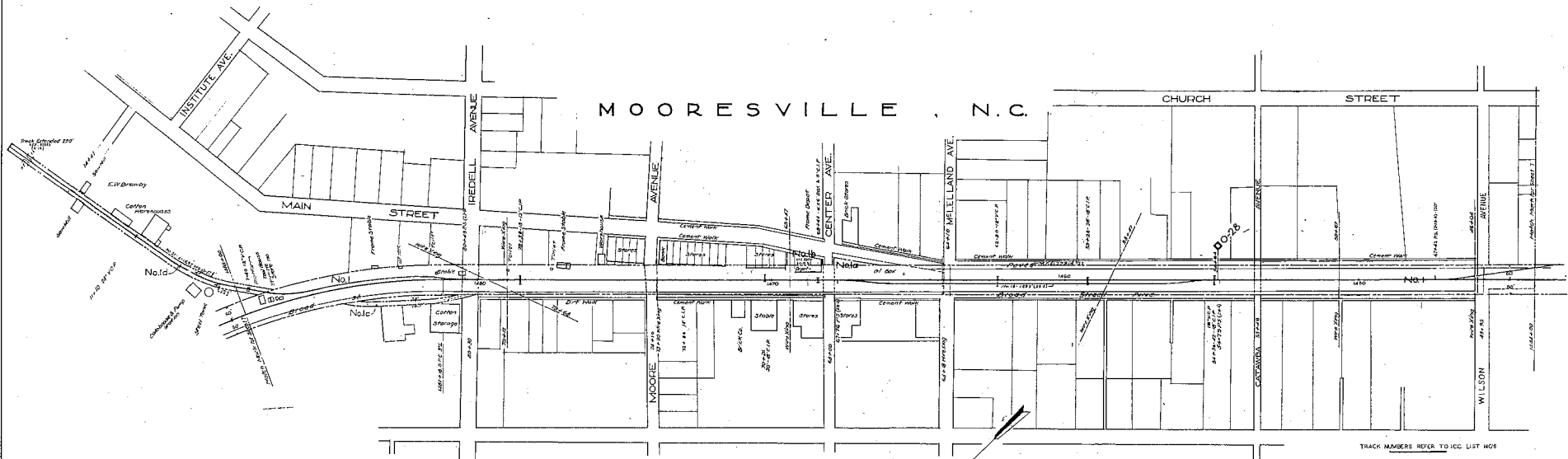
STATION 1285+17 TO STATION 1496+37
 SCALE 1/16"=400 FT. DEC. 31/27 1927

Office of Special Engineer
 Washington, D.C.
 STATIONING REFERS TO FEDERAL INVENTORY CHAINAGE 306

V.34
 7

IREDELL COUNTY, N.C.

MOORESVILLE, N.C.



TRACK NUMBERS REFER TO ICC LIST NOS

STATION MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

STATION 1444+00 TO STATION 1468+00

SCALE 1"=100 FT DEC 31 1927

Office of Special Engineer
Washington, D.C.

STATIONING REFERS TO FEDERAL INVENTOR CHAINAGE 198

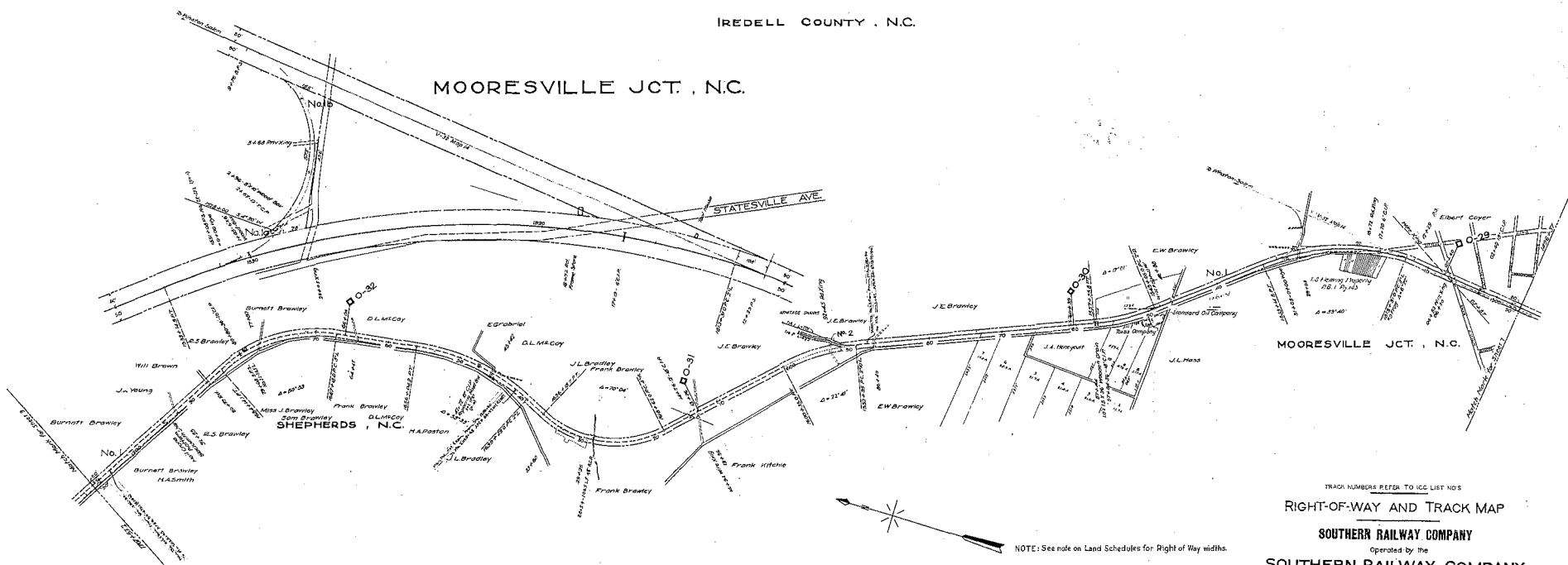
V.3d
5.7

NOTE: See note on Land Schedules for Right of Way widths.

04504

IREDELL COUNTY, N.C.

MOORESVILLE JCT., N.C.



04505

TRACK NUMBERS REFER TO ICC LIST NOS

RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

STATION 496+37 TO STATION 1707+51.2

SCALE 1:100,000 DEC. 31, 1927

Office of Special Engineer

Washington, D.C.

STATIONING REFERS TO FEDERAL INVENTORY CHAINAGE 1918

V.34
A.

NOTE: See note on Land Schedules for Right of Way widths.

EXHIBIT B
REAL PROPERTY DESCRIPTION

ALL RIGHT TITLE AND INTEREST IN RAILWAY LINE BEING COMMONLY KNOWN AS NORFOLK SOUTHERN RAILWAY COMPANY'S "O-LINE," LYING AND SITUATE IN THE COUNTIES OF MECKLENBURG AND IREDELL IN THE STATE OF NORTH CAROLINA, BEING COMPRISED OF THE RIGHT-OF-WAY FOR MAIN TRACKS, BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CITY OF CHARLOTTE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, ON OR ABOUT RAILWAY MILE POST 0 0.04+/-, AS DEPICTED ON RAILWAY VALUATION MAP V-34-NORTH CAROLINA/1AS, THENCE CONTINUING ALONG RAILWAY CENTERLINE IN A GENERALLY NORTHERLY DIRECTION WITH A STRIP OF LAND 50 FEET IN WIDTH ON EACH SIDE OF THE CENTERLINE OF TRACK FOR A DISTANCE OF 29.04 MILES +/-, TO A POINT IN THE CITY OF MOORESVILLE, COUNTY OF IREDELL, STATE OF NORTH CAROLINA, AT OR ABOUT RAILWAY MILE POST 0 29.08.

Excluding, however, any property described or agreed to pursuant to Exhibits C and D to the Purchase and Sale Agreement.

EXHIBIT C
RESERVED SIGNBOARD EASEMENTS
(NONE IDENTIFIED)

EXHIBIT D
RESERVED EASEMENTS FOR THIRD PARTY FACILITIES

Cust #	Other Party	Status	Document Type	City	County	State	Exec Date	Rev Date	Expiration	Comments	Prefix	From	To
53671	SPRINT COMMUNICATIONS COMPANY LP	Active	CABLE - FIBER OPTIC	Charlotte	Mecklenburg	NC	7/1/1987	1/27/2012	6/30/2027	USE OF VARIOUS SEGMENTS OF RAIL CORRIDOR FOR FIBER OPTIC COMMUNICATIONS SYSTEM; INCLUDES SEGMENTS OTHER THAN O LINE	O	0	29.08
23420	CENTURYLINK COMMUNICATIONS LLC	Active	CABLE - FIBER OPTIC	Charlotte	Mecklenburg	NC	7/7/1997	5/11/2021	6/6/2029	AGREEMENT TO RUN CONCURRENT WITH 73826 MAY 2010 EXPIRATION NOTICE IS FOR 6/7/2000 AMENDMENT ONLY	O	0	29.08

EXHIBIT E
QUITCLAIM DEED FORMS

This instrument prepared by:

Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, GA 30308

Return to:

Grantee

STATE OF NORTH CAROLINA

NON-WARRANTY DEED

COUNTY OF MECKLENBURG

Excise Tax: \$ _____

THIS NON-WARRANTY DEED, made this _____ day of September, 2024, between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, Grantor, party of the first part, having an address of 650 West Peachtree St., NW Atlanta, GA 30308; and the CITY OF CHARLOTTE, a municipality in the State of North Carolina, Grantee, with a tax mailing address of 600 East 4th Street, Charlotte, NC 28202, party of the second part:

W I T N E S S E T H:

THAT the said Grantor, for and in consideration of the sum of _____ DOLLARS (\$_____.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does release, remise, convey, and quitclaim all of Grantor's right, title and interest, without representation or warranty as to the quality, nature or extent of Grantor's title, unto the said Grantee, its successors and assigns, the following described property.

ALL THAT piece or parcel of land situated, lying and being between the City of Charlotte, Mecklenburg County, State of North Carolina, and the Town of Mooresville, Iredell County, State of North Carolina, and being more particularly described and depicted as follows, to wit:

SEE EXHIBITS A & B

TOGETHER WITH, and subject to, all conditions, restrictions, reservations, easements, licenses and leases, whether or not of record, to the extent affecting the property conveyed herein.

And the Grantor makes no warranty or representation, express or implied, as to the title to the property hereinabove described.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of Grantor.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever.

FURTHER, Grantee shall take the property subject to the following covenants, which shall run with the land in perpetuity and bind the successors and assigns of Grantor and Grantee: i) the property conveyed herein shall not be used for residential use, including without limitation homes, schools, nursing homes, recreational facilities and daycare centers, and (ii) use of groundwater at and beneath the property conveyed herein for any purpose other than for investigation, monitoring, or remediation of the groundwater or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities shall be prohibited.

(Signature Page to Follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed, and its seal to be hereunto affixed and attested by its officers, thereunto duly authorized, the day and year first above written.

NORFOLK SOUTHERN RAILWAY
COMPANY

BY: _____
Print: Kristi B. Glahn
Real Estate Manager

STATE OF GEORGIA)
)ss:
COUNTY OF _____)

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that the aforesaid individual is the Real Estate Manager of Norfolk Southern Railway Company and the foregoing instrument was signed by him/her, being authorized to do so, and that he/she voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official seal this _____ day of March, 2024.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

This instrument prepared by:
Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, Georgia 30308

EXHIBIT A
Legal Description

EXHIBIT B
Survey

This instrument prepared by:

Return to:

Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, GA 30308

Grantee

STATE OF NORTH CAROLINA

NON-WARRANTY DEED

COUNTY OF IREDELL

Excise Tax: \$ _____

THIS NON-WARRANTY DEED, made this _____ day of September, 2024, between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, Grantor, party of the first part, having an address of 650 West Peachtree St., NW Atlanta, GA 30308; and the CITY OF CHARLOTTE, a municipality in the State of North Carolina, Grantee, with a tax mailing address of 600 East 4th Street, Charlotte, NC 28202, party of the second part:

W I T N E S S E T H:

THAT the said Grantor, for and in consideration of the sum of _____ DOLLARS (\$_____.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does release, remise, convey, and quitclaim all of Grantor's right, title and interest, without representation or warranty as to the quality, nature or extent of Grantor's title, unto the said Grantee, its successors and assigns, the following described property.

ALL THAT piece or parcel of land situate, lying and being between the City of Charlotte, Mecklenburg County, State of North Carolina, and the Town of Mooresville, Iredell County, State of North Carolina, and being more particularly described and depicted as follows, to wit:

SEE EXHIBITS A & B

TOGETHER WITH, and subject to, all conditions, restrictions, reservations, easements, licenses and leases, whether or not of record, to the extent affecting the property conveyed herein.

And the Grantor makes no warranty or representation, express or implied, as to the title to the property hereinabove described.

All or a portion of the property herein conveyed ____ includes or ☒ does not include the primary residence of Grantor.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever.

FURTHER, Grantee shall take the property subject to the following covenants, which shall run with the land in perpetuity and bind the successors and assigns of Grantor and Grantee: i) the property conveyed herein shall not be used for residential use, including without limitation homes, schools, nursing homes, recreational facilities and daycare centers, and (ii) use of groundwater at and beneath the property conveyed herein for any purpose other than for investigation, monitoring, or remediation of the groundwater or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities shall be prohibited.

(Signature Page to Follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed, and its seal to be hereunto affixed and attested by its officers, thereunto duly authorized, the day and year first above written.

NORFOLK SOUTHERN RAILWAY
COMPANY

BY: _____
Print: Kristi B. Glahn
Real Estate Manager

STATE OF GEORGIA)
)ss:
COUNTY OF _____)

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that the aforesaid individual is the Real Estate Manager of Norfolk Southern Railway Company and the foregoing instrument was signed by him/her, being authorized to do so, and that he/she voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official seal this _____ day of March, 2024.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

This instrument prepared by:
Howard D. McFadden
Senior General Attorney
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EXHIBIT A
Legal Description

EXHIBIT B
Survey

EXHIBIT F
LIST OF ASSIGNED AGREEMENTS

Other Party	Document Type	Exec Date
ALWIN LLC	LAND	3/10/2000
BONDED DISTRIBUTION INC	PIPE - WATER	2/10/1987
CSX TRANSPORTATION INC	JOINT FACILITY - CROSSING	2/6/1992
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	10/6/1977
CHARLOTTE NC CITY OF	PIPE - WATER	1/26/1914
STANDARD BONDED WAREHOUSE COMPANY	LAND	8/1/1923
CHARLOTTE NC CITY OF	PIPE - WATER	11/12/1923
CSX TRANSPORTATION INC	JOINT FACILITY - TRACK	7/22/1935
STANDARD BONDED WAREHOUSE COMPANY	TRACK - OPERATION	4/13/1935
CHARLOTTE NC CITY OF	PIPE - WATER	12/10/1937
AMERICAN TELEPHONE AND TELEGRAPH COMPANY	WIRE	3/15/1988
UNITED STATES OF AMERICA	TRACK - RELOCATION	7/12/1943
CITY OF CHARLOTTE, (NORTH CAROLINA)	ROAD - PUBLIC	4/20/1977
CITY OF CHARLOTTE, (NORTH CAROLINA)	PIPE - WATER	4/15/1977
CITY OF CHARLOTTE, (NORTH CAROLINA)	PIPE - WATER	4/14/1954
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	8/15/2014
CITY OF CHARLOTTE	ROAD - PUBLIC	10/20/2005
ZAYO GROUP LLC	CABLE - FIBER OPTIC	6/20/2018
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	10/28/1980
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	8/26/2005
LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	1/6/2015
CITY OF CHARLOTTE	CABLE - FIBER OPTIC	8/12/2015
CAMP NORTH END MASTER ASSOCIATION INC	CABLE - FIBER OPTIC	1/4/2019
NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION	CROSSING WARNING DEVICES	7/22/1943
CHARLOTTE NC CITY OF	PIPE - WATER	10/16/1995
EASTERN METAL SUPPLY OF NORTH CAROLINA INC	PIPE - WATER	10/12/1994
CHARLOTTE NC CITY OF	PIPE - WATER	8/5/1988
HECHINGER CO	TRACK - OPERATION	8/1/1988
DUKE POWER COMPANY	WIRE	4/14/1997
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - SEWER	9/22/1997
CITY OF CHARLOTTE	PIPE - WATER	3/5/1998
DUKE POWER COMPANY	WIRE	3/24/1999
CHARLOTTE MECKLENBURG UTILITIES	PIPE - SEWER	6/17/1999
CHARLOTTE MECKLENBURG UTILITIES	PIPE - SEWER	6/17/1999
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	12/27/1995
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	7/12/1994
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	6/4/1987
DUKE POWER COMPANY	WIRE	7/8/1992

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	9/12/1969
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	1/17/1973
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	4/5/2016
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	6/27/1997
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	8/23/1997
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	3/23/1998
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	11/19/2001
ASSOCIATED PIPE LINE CONTRACTORS INC	ROAD - PRIVATE	7/8/1971
PLANTATION PIPE LINE COMPANY	PIPE - PETROLEUM	5/25/1953
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	6/2/1972
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	11/26/1996
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	6/12/1992
DUKE ENERGY	POLE	8/27/2020
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION	CROSSING WARNING DEVICES	3/22/2016
NORTH CAROLINA STATE HIGHWAY & PUBLIC WORKS COMMISSION	CROSSING WARNING DEVICES	2/28/1948
BLYTHE CONSTRUCTION INC	ROAD - PRIVATE	12/5/2011
AT&T NORTH CAROLINA	CABLE - TELEPHONE	11/7/2011
AMERICAN ASSET CORPORATION	MISCELLANEOUS	3/9/2006
AAC HUNTERSVILLE CORPORATE DEVELOPMENT GP LLC	MISCELLANEOUS	4/24/2007
BRYTON CORPORATE CENTER LIMITED PARTNERSHIP	ROAD - OVERPASS	5/18/2011
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	CABLE - FIBER OPTIC	7/2/2015
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	9/1/2015
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	9/6/2016
TOWN OF HUNTERSVILLE AND ELECTRICITIES OF NORTH CAROLINA	WIRE	1/5/2017
SPECTRUM SOUTHEAST LLC	CABLE - FIBER OPTIC	7/2/2021
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	7/29/2021
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	8/19/1998
CITY OF CHARLOTTE	PIPE - SEWER	2/6/2017
BRYTON CORPORATE CENTER LIMITED PARTNERSHIP	ROAD - OVERPASS	2/15/2011
CHARLOTTE WATER	PIPE - WATER	11/10/2015
PIEDMONT NATURAL GAS COMPANY INC	WIRE	4/16/1997
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	10/23/1997
PIEDMONT NATURAL GAS COMPANY INC	WIRE	10/23/1997
COLONIAL PIPELINE COMPANY	PIPE - PETROLEUM	10/31/1963
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	4/16/1997
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	9/16/1996
J E BLACKWELDER	ROAD - PRIVATE	4/24/1950
T W WILLIAM	ROAD - PRIVATE	1/22/1951
N S TOMLINSON	ROAD - PRIVATE	1/22/1951
DUKE POWER COMPANY	ROAD - PRIVATE	4/19/1961
HOBART BURLESON	ROAD - PRIVATE	4/26/1979

DUKE POWER COMPANY	WIRE	6/3/1966
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	6/30/1988
DUKE ENERGY CAROLINAS LLC	WIRE	12/19/2023
DUKE ENERGY CAROLINAS LLC	WIRE	3/1/2012
CHARLOTTE WATER	PIPE - SEWER	10/17/2023
PIEDMONT NATURAL GAS	PIPE - NATURAL GAS	6/15/2006
PRAIRIE PACKAGING INC	TRACK - OPERATION	7/7/2006
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	2/14/2020
TOWN OF HUNTERSVILLE	ROAD - OVERPASS	8/5/2010
MONTGOMERY BODY SHOP INC	LAND	4/9/1991
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	3/23/1972
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	7/19/1991
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	9/29/1992
NC DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	11/16/1999
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	3/14/2006
TOWN OF HUNTERSVILLE	ROAD - PUBLIC	12/9/2021
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	6/23/2017
CITY OF CHARLOTTE	PIPE - WATER	6/1/2023
NC DOT RAIL DIVISION	CROSSING WARNING DEVICES	9/3/2002
ATC OUTDOOR DAS LLC	CABLE - FIBER OPTIC	10/6/2010
CITY OF CHARLOTTE	PIPE - WATER	7/17/2020
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	9/14/2021
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	5/21/1997
ANCHOR COTTON MILLS	PIPE - OTHER	3/21/1912
ANCHOR COTTON MILLS	WIRE	10/12/1916
TOWN OF HUNTERSVILLE	WIRE	1/12/1917
HUNTERSVILLE NC CITY OF	PIPE - WATER	2/25/1927
TOWN OF HUNTERSVILLE	PIPE - WATER	6/14/1983
TOWN OF HUNTERSVILLE	PIPE - WATER	6/14/1983
TOWN OF HUNTERSVILLE	PIPE - WATER	6/14/1983
DUKE ENERGY	WIRE	7/31/2000
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	7/24/1989
SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY	WIRE	11/18/1988
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	7/8/1968
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	5/16/1966
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	5/16/1966
DUKE POWER COMPANY	WIRE	1/11/1979
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	2/6/1979
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	12/10/1992
TOWN OF HUNTERSVILLE	ROAD - PUBLIC	5/26/2017
ATC OUTDOOR DAS LLC	CABLE - FIBER OPTIC	10/6/2010
CITY OF CHARLOTTE	PIPE - WATER	2/3/2020

CTC EXCHANGE SERVICES INC	CABLE - FIBER OPTIC	2/3/2005
NC DOT RAIL DIVISION	CROSSING WARNING DEVICES	8/1/2002
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	4/4/2005
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	7/1/2019
MCI METRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	10/5/2017
CHARLOTTE WATER	RIGHT OF ENTRY	3/28/2022
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - SEWER	10/17/1995
CHARLOTTE NC CITY OF	PIPE - WATER	10/17/1995
CAROLINA BUILDERS CORP	TRACK - OPERATION	9/30/1988
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - WATER	5/25/1999
MARK OIL COMPANY INC	PIPE - WATER	6/29/2004
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	3/31/1994
HAROLD FRANKLIN GILBERT	ROAD - PRIVATE	12/18/1952
R C BUMGARNER	ROAD - PRIVATE	7/27/1954
SOUTHERN BELL	WIRE	1/10/1984
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	11/12/1973
DUKE POWER COMPANY	WIRE	3/1/1988
DUKE POWER COMPANY	WIRE	5/6/1988
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	2/6/1979
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	7/31/1986
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	4/18/1996
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	3/29/2010
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	2/8/1989
NC DOT RAIL SECTION	CROSSING WARNING DEVICES	10/24/2006
NORMAN RETAINING WALLS INC	RIGHT OF ENTRY	8/15/2022
CHARLOTTE MECKLENBURG UTILITIES	PIPE - SEWER	1/26/2010
TELEPORT COMMUNICATIONS AMERICA LLC	CABLE - FIBER OPTIC	3/3/2016
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - SEWER	12/11/1995
ATLANTA HARDWOOD CORP INC	TRACK - OPERATION	4/10/1975
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	2/22/1988
REA CONSTRUCTION COMPANY	ROAD - PRIVATE	11/24/1970
BOARD OF TRANSPORTATION - STATE OF N CAROLINA	ROAD - PUBLIC	10/7/1976
DUKE POWER COMPANY	WIRE	3/10/1986
DUKE POWER COMPANY	WIRE	8/20/1971
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	11/24/1971
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	4/24/1996
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	1/12/1993
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	2/27/1990
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	3/18/1977
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	5/3/2018
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	12/9/2009
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	5/26/2011

DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	4/14/2011
CITY OF CHARLOTTE UTILITY DEPARTMENT	PIPE - WATER	11/2/2012
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	2/12/2019
TIME WARNER ENTERTAINMENT ADVANCE NEWHOUSE DBA	CABLE - FIBER OPTIC	12/5/2007
DUKE ENERGY CAROLINAS LLC	WIRE	6/2/2021
NC DOT RAIL SECTION	CROSSING WARNING DEVICES	6/30/2009
W M KEZIAH	LAND	3/22/1943
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	6/13/1989
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	3/9/1987
TDS BROADBAND SERVICE LLC	CABLE - OTHER	1/3/2020
TOWN OF CORNELIUS	PIPE - SEWER	1/24/2002
DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	2/24/2020
PSNC ENERGY	PIPE - NATURAL GAS	12/19/2005
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/3/2020
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	10/20/2021
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	2/26/2008
DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	9/21/1999
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	6/5/2002
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	5/23/2006
CHARLOTTE MECKLENBURG BOARD OF EDUCATION	CROSSING WARNING DEVICES	11/27/2006
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	9/30/2005
MARK LEE SUMMERS	ROAD - PRIVATE	5/28/2019
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	6/5/2002
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	6/5/2002
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	WIRE	7/22/1994
WASHAM J M	WIRE	3/31/1930
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	PIPE - NATURAL GAS	1/8/1962
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	PIPE - NATURAL GAS	4/4/1968
DUKE POWER COMPANY	WIRE	2/24/2005
DUKE POWER COMPANY	WIRE	5/2/1972
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	6/29/1970
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	4/25/1996
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	ROAD - PRIVATE	7/16/2004
AT&T	CABLE - FIBER OPTIC	7/9/2009
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	5/8/2014
CHARLOTTE MECKLENBURG UTILITIES	PIPE - SEWER	10/3/2014
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	2/26/2008
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	2/6/2019
DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	4/30/2008
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - WATER	12/11/2003
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/3/2020
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/3/2020

MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	CABLE - FIBER OPTIC	11/13/2017
GRAHAM HEIGHTS LAND CO	PIPE - WATER	3/6/1925
INTERSTATE GRANITE CORPORATION	LAND	9/9/1931
BANCROFT REALTY COMPANY	LAND	6/13/1969
DUKE POWER COMPANY	WIRE	3/6/1908
MC GEE LUMBER COMPANY	LAND	10/23/2000
CHARLOTTE EQUIPMENT COMPANY INC	ROAD - PRIVATE	10/25/1944
CIBA CHEMICAL & DYE CO	ROAD - PRIVATE	1/20/1967
CHARLOTTE EQUIPMENT COMPANY, INC	PIPE - SEWER	4/30/1951
CHARLOTTE EQUIPMENT COMPANY	PIPE - WATER	1/30/1945
DUKE POWER COMPANY	WIRE	9/7/1977
CITY OF CHARLOTTE	PIPE - SEWER	4/13/2015
GOOGLE FIBER NORTH CAROLINA LLC	CABLE - FIBER OPTIC	9/15/2022
DUKE ENERGY CAROLINAS LLC	POLE	3/21/2019
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	10/11/2005
CITY OF CHARLOTTE	CROSSING WARNING DEVICES	4/12/2005
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	10/12/2005
DUKE ENERGY PROGRESS LLC	WIRE	4/18/2016
DUKE ENERGY CAROLINAS LLC	POLE	3/12/2019
DUKE ENERGY CAROLINAS LLC	POLE	3/1/2019
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	5/5/1994
CITY OF CHARLOTTE	ROAD - PUBLIC	7/31/2002
LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	3/23/2016
MCI METRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/3/2018
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS LLC	CABLE - FIBER OPTIC	3/6/2019
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	4/12/1976
CITY OF CHARLOTTE	ROAD - PUBLIC	11/1/2002
CITY OF CHARLOTTE	CABLE - FIBER OPTIC	6/4/2008
BOARD OF TRANSPORTATION STATE OF N CAROLINA	SIGNAL INTERCONNECTION	6/7/1976
BOARD OF TRANSPORTATION - STATE OF N CAROLINA	ROAD - PUBLIC	2/20/1976
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/14/2020
CITY OF CHARLOTTE	ROAD - PUBLIC	5/27/1997
DUKE ENERGY CAROLINAS LLC	POLE	4/9/2019
DUKE ENERGY CAROLINAS LLC	WIRE	4/3/2019
DUKE ENERGY CAROLINAS LLC	WIRE	4/9/2019
DUKENET COMMUNICATIONS INC	CABLE - FIBER OPTIC	5/6/1999
CAROLINA CONCRETE PIPE COMPANY DIVISION	ROAD - PRIVATE	9/22/1976
DUKE ENERGY CAROLINAS LLC	POLE	4/9/2019
CITY OF CHARLOTTE	CABLE - FIBER OPTIC	7/16/2014
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	5/27/2020
DUKE ENERGY CAROLINAS LLC	WIRE	6/14/2022

LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	1/2/2018
MCI METRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/3/2018
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS LLC	CABLE - FIBER OPTIC	4/9/2019
DUKE ENERGY CAROLINAS LLC	POLE	10/28/2021
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - WATER	3/15/1991
CORNELIUS NC TOWN OF	PIPE - WATER	4/12/1937
CORNELIUS NC CITY OF	PIPE - WATER	3/14/1983
PUBLIC SERVICE COMPANY OF NORTH CAROLINA INC	PIPE - NATURAL GAS	10/23/1958
PUBLIC SERVICE COMPANY OF N C, INC	PIPE - NATURAL GAS	8/19/1954
DUKE POWER COMPANY	WIRE	2/11/1988
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	11/28/1973
TOWN OF CORNELIUS	ROAD - PUBLIC	8/6/2008
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	10/19/2009
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDING LLC	CABLE - FIBER OPTIC	10/12/2017
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	3/7/2017
PSNC ENERGY	PIPE - NATURAL GAS	5/6/2015
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	2/15/2005
AT&T NORTH CAROLINA	CABLE - TELEPHONE	2/4/2016
TOWN OF CORNELIUS	WIRE	10/29/2018
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/3/2020
MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	CABLE - FIBER OPTIC	10/25/2017
LEVEL 3 COMMUNICATIONS	CABLE - FIBER OPTIC	5/27/2020
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	3/11/2022
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	10/11/2023
TURNER ACE HARDWARE INC	ROAD - PRIVATE	7/10/1984
DAVIDSON NC CITY OF	PIPE - SEWER	11/17/1923
REID JOHN H	PIPE - WATER	2/1/1906
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	11/28/1973
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	3/23/2006
CHARLOTTE MECKLENBURG UTILITIES	PIPE - SEWER	3/23/2006
CHARLOTTE WATER	PIPE - SEWER	5/28/2021
CITY OF CHARLOTTE	PIPE - WATER	7/10/2020
CTC EXCHANGE SERVICES INC	CABLE - FIBER OPTIC	2/3/2005
TW TELCOM HOLDINGS INC	CABLE - FIBER OPTIC	7/29/2008
TIME WARNER CABLE	CABLE - FIBER OPTIC	5/4/2011
SEGRA	CABLE - FIBER OPTIC	8/7/2019
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/2/2020
NORTH CAROLINA STATE OF	ROAD - PUBLIC	9/10/1992
THE DAVIDSON COTTON MILL LLC	LAND	5/8/1997
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	4/3/2006
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	4/7/1977

MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	CABLE - FIBER OPTIC	11/13/2017
MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	CABLE - FIBER OPTIC	11/6/2017
DUKE ENERGY CAROLINAS LLC	WIRE	1/18/2019
THE TRUSTEES OF DAVIDSON COLLEGE	WIRE	8/14/2017
DAVIDSON NC TOWN OF	WIRE	10/20/1924
SPRINT COMMUNICATIONS COMPANY LP	CABLE - FIBER OPTIC	7/1/1987
DUKENET COMMUNICATIONS LLC	CABLE - FIBER OPTIC	8/20/2001
DUKENET COMMUNICATIONS LLC	CABLE - FIBER OPTIC	8/20/2001
PUBLIC SERVICE COMPANY OF NORTH CAROLINA INCORPORATED	PIPE - NATURAL GAS	12/10/2001
BOARD OF TRUSTEES OF DAVIDSON COLLEGE	BUILDING	12/19/1972
DUKE POWER COMPANY	WIRE	8/15/1979
DUKE POWER COMPANY	WIRE	1/27/1976
DUKE POWER COMPANY	WIRE	5/8/1990
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	10/1/1970
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	1/6/1995
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	8/22/1989
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/3/2020
MCI METRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	10/5/2017
ADVANCE NEWHOUSE PARTNERSHIP	CABLE - FIBER OPTIC	2/14/2011
PSNC ENERGY	PIPE - NATURAL GAS	12/5/2001
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	10/19/2007
NC DOT RAIL SECTION	CROSSING WARNING DEVICES	11/24/2009
PIEDMONT NATURAL GAS	PIPE - NATURAL GAS	5/7/2012
INGERSOLL RAND COMPANY	ROAD - PRIVATE	2/5/2021
PUBLIC SERVICE CO OF NORTH CAROLINA INC	PIPE - NATURAL GAS	7/7/1995
DAVIDSON NC TOWN OF	WIRE	5/7/1928
NORTH CAROLINA NATURAL GAS CORPORATION	PIPE - NATURAL GAS	8/17/1959
NORTH CAROLINA NATURAL GAS CORPORATION	PIPE - NATURAL GAS	8/30/2000
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	PIPE - NATURAL GAS	1/8/1962
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	PIPE - NATURAL GAS	4/4/1968
CITY OF STATESVILLE, N C	WIRE	7/11/1978
CITY OF CHARLOTTE	PIPE - WATER	10/12/2020
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	6/7/2006
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	6/8/2021
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	5/27/2005
JACK E SHAW	PIPE - SEWER	3/13/2003
DUKE ENERGY CAROLINAS LLC	POLE	1/15/2023
TOWN OF MOORESVILLE	WIRE	7/10/2023
TOWN OF MOORESVILLE	PIPE - WATER	6/28/2023
TOWN OF MOORESVILLE	PIPE - SEWER	5/18/2015
LAKESIDE CABLE TV INC	CABLE - TV	5/10/1985

PUBLIC SERVICE COMPANY OF NORTH CAROLINA INC	PIPE - NATURAL GAS	8/1/1988
VYVX INC	CABLE - FIBER OPTIC	12/17/1997
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	10/2/2001
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	PIPE - NATURAL GAS	4/14/1950
TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	PIPE - NATURAL GAS	7/22/1955
PSNC ENERGY	PIPE - NATURAL GAS	11/12/2010
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	9/30/1981
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	6/7/1988
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	POLE	3/30/2009
DUKE ENERGY CAROLINAS LLC	WIRE	1/23/2019
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	10/27/1997
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/3/2018
TOWN OF MOORESVILLE	PIPE - SEWER	6/21/2002
TOWN OF MOORESVILLE	PIPE - WATER	8/14/2007
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	11/1/2021
LOWES HOME CENTERS INC	CROSSING WARNING DEVICES	5/9/2003
TW TELECOM OF NORTH CAROLINA LP	CABLE - FIBER OPTIC	4/9/2007
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	3/19/2003
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	3/10/2003
TW TELECOM OF NORTH CAROLINA LP	CABLE - FIBER OPTIC	7/28/2006
MCI METRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	10/5/2017
SPECTRUM SOUTHEAST LLC	CABLE - FIBER OPTIC	10/9/2023
PUBLIC SERVICE COMPANY OF NORTH CAROLINA INC	PIPE - NATURAL GAS	11/8/1993
PUBLIC SERVICE COMPANY OF NORTH CAROLINA INC	PIPE - NATURAL GAS	5/31/1990
TOWN OF MOORESVILLE	PIPE - WATER	2/12/1998
TOWN OF MOORESVILLE	PIPE - SEWER	2/12/1998
TOWN OF MOORESVILLE	PIPE - SEWER	2/12/1998
PUBLIC SERVICE COMPANY OF NORTH CAROLINA INC	PIPE - NATURAL GAS	10/19/1998
DUKE POWER COMPANY	WIRE	6/30/2003
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	10/4/1994
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS LLC	CABLE - FIBER OPTIC	3/27/2018
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	8/12/2019
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	4/18/2023
FAISON WATERLYNN LLC	PIPE - WATER	9/27/2005
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	2/24/1998
PSNC ENERGY	PIPE - NATURAL GAS	2/7/2006
KROHN REAL ESTATE HOLDINGS LLC	ROAD - PRIVATE	12/27/2018
DUKE ENERGY CAROLINAS LLC	POLE	2/23/2023
DUKENET COMMUNICATIONS LLC	CABLE - FIBER OPTIC	8/20/2001
DUKE ENERGY CORPORATION	WIRE	2/10/2003
TOWN OF MOORESVILLE	LAND	6/2/2011
DUKE POWER COMPANY	WIRE	4/11/1969

TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/3/2020
TOWN OF MOORESVILLE	PIPE - SEWER	1/18/2013
DUKE ENERGY CAROLINAS LLC	WIRE	3/31/2016
TOWN OF MOORESVILLE	PIPE - WATER	4/30/2003
MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	CABLE - FIBER OPTIC	11/13/2017
SEGRA	CABLE - FIBER OPTIC	10/17/2019
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/2/2020
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	2/19/2020
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	9/14/2021
DUKE ENERGY CAROLINAS LLC	WIRE	9/22/2022
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	7/22/2003
BROWN J W	PIPE - WATER	10/30/1912
MOORESVILLE NC TOWN OF	PIPE - SEWER	3/26/1918
MOORESVILLE FURNITURE CO	TRACK - OPERATION	8/1/1907
MOORESVILLE NC TOWN OF	WIRE	11/5/1909
MOORESVILLE NC TOWN OF	PIPE - WATER	12/29/1909
BAY STATE MILLING COMPANY	TRACK - OPERATION	4/30/1999
BAY STATE MILLING COMPANY	BILL OF SALE - TRACK	5/4/1999
TOWN OF MOORESVILLE	PIPE - WATER	10/10/2001
DUKE ENERGY	WIRE	5/18/2004
BATTLE OF BENTONVILLE	LAND	3/15/1952
PUBLIC SERVICE COMPANY OF N C INC	PIPE - NATURAL GAS	12/27/1952
MID CAROLINA TELEPHONE COMPANY	WIRE	7/6/1982
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	1/31/2002
NC DOT RAIL SECTION	CROSSING WARNING DEVICES	4/1/2008
DUKE ENERGY CAROLINAS LLC	WIRE	1/27/2016
TDS BROADBAND SERVICE LLC	CABLE - FIBER OPTIC	1/3/2020
DUKE ENERGY CAROLINAS LLC	POLE	8/6/2021
NORTH CAROLINA STATE OF	SIGNAL INTERCONNECTION	7/13/1987
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	CABLE - FIBER OPTIC	9/11/2002
PALMETTONET INC	CABLE - FIBER OPTIC	9/29/2010
MCNC	CABLE - FIBER OPTIC	5/4/2012
TDS BROADBAND SERVICE LLC	WIRE	3/6/2007
TDS BROADBAND SERVICE LLC	CABLE - COMMUNICATIONS	10/20/2008
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	4/21/2003
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/30/2020
DUKE ENERGY CAROLINAS LLC	WIRE	3/6/2014
MOORESVILLE OIL CO INC	LAND	12/9/1994
MOORESVILLE NC TOWN OF	WIRE	12/11/1925
MOORESVILLE NC TOWN OF	PIPE - WATER	6/16/1925
MOORESVILLE NC TOWN OF	WIRE	9/17/1907
DIXIE COTTON MILLS	WIRE	10/31/1908

THE DESIGN CENTER @ LAKE NORMAN	LAND	1/27/2003
TOWN OF MOORESVILLE, N C	ROAD - UNDERPASS	27212
BELLSOUTH TELECOMMUNICATIONS INC	WIRE	6/11/1997
CHERRY J R	PIPE - WATER	10/1/1925
MOSS RUCKING & RIGGING COMPANY INC	LAND	5/10/1950
ADELPHIA BUSINESS SOLUTIONS OPERATIONS INC	CABLE - FIBER OPTIC	10/11/2001
ADELPHIA BUSINESS SOLUTIONS OF NORTH CAROLINA LP	CABLE - FIBER OPTIC	2/10/2000
ADELPHIA BUSINESS SOLUTIONS OF NORTH CAROLINA LP	CABLE - FIBER OPTIC	2/7/2000
CAROLINA BROADBAND INC	CABLE - FIBER OPTIC	12/4/2000
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	2/7/2001
ADELPHIA BUSINESS SOLUTIONS OPERATIONS INC	CABLE - FIBER OPTIC	9/10/2001
ARMSTRONG WORLD INDUSTRIES INC	SUBLEASE	9/24/1951
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	8/29/1995
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	4/3/1967
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	10/11/1962
PALMETTONET INC	CABLE - FIBER OPTIC	9/15/2009
PALMETTO NET INC	CABLE - FIBER OPTIC	9/15/2009
BROADPLEX LLC	CABLE - FIBER OPTIC	5/18/2010
LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	6/16/2010
RUSSELL SCRAP YARD INC	TRACK - OPERATION	3/10/1971
L B FOSTER COMPANY	TRACK - OPERATION	7/1/1969
DUKE POWER COMPANY	WIRE	3/29/1995
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	1/12/1989
NORTH CAROLINA STATE OF	CROSSING WARNING DEVICES	1/23/1987
DUKE ENERGY CAROLINAS LLC	POLE	4/28/2022
LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	6/16/2010
DUKE ENERGY CAROLINAS LLC	WIRE	4/4/2019
SEGRA	CABLE - FIBER OPTIC	10/28/2019
DUKE ENERGY CAROLINAS LLC	WIRE	6/5/2020
DUKENET COMMUNICATIONS LLC	CABLE - FIBER OPTIC	5/22/2003
BROADPLEX LLC	CABLE - FIBER OPTIC	5/18/2010
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	2/11/2022
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	7/14/2014
DUKE ENERGY CAROLINAS LLC	WIRE	4/4/2019
LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	6/24/2022
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	5/18/2022
CITY OF CHARLOTTE	CABLE - FIBER OPTIC	7/16/2014
SEGRA	CABLE - FIBER OPTIC	10/31/2019
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/23/2020
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	7/12/2018
MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	CABLE - FIBER OPTIC	10/12/2017
DUKE ENERGY CAROLINAS LLC	POLE	10/20/2022

NORTH CAROLINA STATE OF	CROSSING WARNING DEVICES	4/14/1986
CHARTER COMMUNICATIONS INC	CABLE - FIBER OPTIC	6/17/2019
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	4/11/2011
TRUCK TECH INC	LAND	2/2/1995
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - WATER	7/13/1995
CHARLOTTE NC CITY OF	PIPE - WATER	10/30/1989
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	1/14/1987
SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY	WIRE	5/24/1985
UNITED PARCEL SERVICE INC	ROAD - PRIVATE	1/28/1985
TRI STATE INVESTMENT CORP OF VIRGINI	PIPE - SEWER	1/1/1968
CAROLINA BROADBAND INC	CABLE - FIBER OPTIC	11/27/2000
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	4/5/2001
SOUTHERN BELL	WIRE	1/7/1984
SOUTHERN BELL	WIRE	5/31/1985
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	2/22/1968
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	11/18/1967
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	11/27/1962
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	8/4/1965
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	9/22/1966
DUKE POWER COMPANY	WIRE	5/5/1966
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	4/5/1967
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	4/5/1967
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	12/13/1994
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	11/10/1995
NORTH CAROLINA STATE OF	ROAD - PUBLIC	12/7/1988
DEPARTMENT OF TRANSPORTATION	ROAD - UNDERPASS	10/29/1984
NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION	ROAD - UNDERPASS	11/23/1955
DEPARTMENT OF TRANSPORTATION	SIGNAL INTERCONNECTION	5/10/2000
SEGRA	CABLE - FIBER OPTIC	11/15/2022
MCIMETRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/11/2019
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	10/3/2019
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	12/11/2000
CITY OF CHARLOTTE	WALKWAY	8/3/2020
DUKE ENERGY CAROLINAS LLC	WIRE	3/6/2020
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	9/4/1998
MCI METRO ACCESS TRANSMISSION SERVICES CORP	CABLE - FIBER OPTIC	4/3/2018
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDING LLC	CABLE - FIBER OPTIC	2/5/2019
LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	2/1/2017
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	10/26/2021
DUKE POWER COMPANY	WIRE	12/4/1997
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	3/30/1999

ADELPHIA BUSINESS SOLUTIONS OF NORTH CAROLINA LP	CABLE - FIBER OPTIC	2/23/2000
ADELPHIA BUSINESS SOLUTIONS OPERATIONS INC	CABLE - FIBER OPTIC	7/6/2001
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	4/14/1989
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	10/6/1986
W R GRIFFIN	ROAD - PRIVATE	4/2/1948
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	3/28/1967
BONDED DISTRIBUTION INC	ROAD - PRIVATE	9/10/1986
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	6/13/2014
DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	12/22/2011
TIME WARNER CABLE	CABLE - FIBER OPTIC	9/21/2010
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	3/30/1999
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	6/7/1977
CITY OF CHARLOTTE NORTH CAROLINA	WALKWAY	9/20/2016
TIME WARNER CABLE SOUTHEAST LLC	CABLE - FIBER OPTIC	11/7/2014
AGL NETWORKS LLC	CABLE - FIBER OPTIC	9/28/2009
GOOGLE FIBER NORTH CAROLINA LLC	CABLE - FIBER OPTIC	3/3/2016
DUKE ENERGY CORPORATION	PIPE - NATURAL GAS	4/2/2019
WINDSTREAM NORTH CAROLINA LLC	WIRE	7/29/1985
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	5/6/1992
HUNTER B J	PIPE - WATER	10/1/1928
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	1/13/1992
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - SEWER	8/27/1996
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	2/8/1989
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	6/2/1986
DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	1/21/2005
DUKE POWER COMPANY	WIRE	5/28/1968
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	10/30/1996
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	4/22/1988
CHARLES C ROBERTS	ROAD - PRIVATE	9/5/1984
DUKE ENERGY CAROLINAS LLC	WIRE	10/11/2021
CHARLOTTE MECKLENBURG UTILITIES	PIPE - WATER	9/1/2000
DUKE ENERGY CAROLINAS LLC	WIRE	10/11/2021
NC DOT RAIL SECTION	CROSSING WARNING DEVICES	6/16/2008
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	CROSSING WARNING DEVICES	1/11/2017
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - WATER	9/22/1997
CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	PIPE - WATER	9/22/1997
DUKE POWER COMPANY	WIRE	7/11/2007
DUKE POWER COMPANY	WIRE	12/3/1968
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	3/19/1970
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	4/8/2003
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	12/2/2015
CONTRACT PROPERTIES CHARLOTTE LLC	TRACK - OPERATION	8/17/2009

CARTER LUMBER OF THE SOUTH INC	TRACK - OPERATION	7/2/2014
DUKE ENERGY CAROLINAS LLC	POLE	10/20/2022
CITY OF CHARLOTTE	ROAD - PUBLIC	1/14/2003
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ROAD - PUBLIC	5/7/1984
CHARLOTTE MECKLENBURG UTILITY	PIPE - WATER	12/1/2003
CHARLOTTE MECKLENBURG UTILITY	PIPE - SEWER	12/1/2003
L&W SUPPLY INC	TRACK - OPERATION	2/17/1995
NORDIC WAREHOUSES INC	TRACK - OPERATION	10/12/1989
CROW CHILDRESS KLEIN #8	TRACK - OPERATION	4/2/1986
DUKENET COMMUNICATIONS LLC	CABLE - FIBER OPTIC	4/24/2001
FLORIDA STEEL CORPORATION CAROLINA ELECTRIC STEEL DIVISION	GATE	11/22/1961
PIEDMONT NATURAL GAS COMPANY INC	PIPE - NATURAL GAS	4/21/1969
BOARD OF TRANSPORTATION STATE OF NORTH CAROLINA	ROAD - PUBLIC	2/3/1975
DUKE POWER COMPANY	WIRE	12/10/1974
DUKE POWER COMPANY	WIRE	7/8/1987
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	10/6/1975
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	10/1/1991
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	1/9/1990
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	WIRE	1/25/1990
BELLSOUTH TELECOMMUNICATIONS LLC	CABLE - FIBER OPTIC	11/7/2017
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	6/3/2015
LEVEL 3 COMMUNICATIONS LLC	CABLE - FIBER OPTIC	5/11/2016
NORTH CAROLINA STATE OF	ROAD - UNDERPASS	10/20/1983
GOOGLE FIBER NORTH CAROLINA LLC	CABLE - FIBER OPTIC	3/15/2016
SEGRA	CABLE - FIBER OPTIC	9/23/2019
DUKE ENERGY CAROLINAS LLC	POLE	10/8/2019
NORTH CAROLINA STATE OF	CROSSING WARNING DEVICES	5/30/1995
CITY OF CHARLOTTE DEPARTMENT OF TRANSPORTATION	WIRE	6/26/2007
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	6/25/2015
NC DOT RAIL SECTION	CROSSING WARNING DEVICES	11/10/2005
BELLSOUTH TELECOMMUNICATIONS INC	CABLE - FIBER OPTIC	4/2/2007
NC DIVISION OF HIGHWAYS	CROSSING WARNING DEVICES	12/13/1988
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS LLC	CABLE - FIBER OPTIC	3/6/2018
DUKE ENERGY CAROLINAS LLC	WIRE	8/28/2019
AT&T NORTH CAROLINA	WIRE	6/23/2008
AT&T NORTH CAROLINA	CABLE - FIBER OPTIC	7/29/2015

FIRST AMENDMENT TO CONTRACT OF PURCHASE AND SALE

This **FIRST AMENDMENT TO CONTRACT OF PURCHASE AND SALE** (hereinafter referred to as "First Amendment"), dated this ~~6th~~ day of September, 2024 is entered into between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation (hereinafter referred to as "**Seller**"), and the **CITY OF CHARLOTTE**, a municipality in the State of North Carolina (hereinafter referred to as "**Purchaser**") (Seller and Purchaser hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

WHEREAS, Seller and Purchaser entered into that certain Contract of Purchase and Sale, dated as of March 26, 2024 (hereinafter referred to as the "**Agreement**"), for the sale and purchase of property located in and between the City of Charlotte, Mecklenburg County, State of North Carolina, and the Town of Mooresville, Iredell County, State of North Carolina, which is more particularly described in the Agreement; and,

WHEREAS, Seller and Purchaser desire to amend the Purchase Price and the Premises to be purchased under the Agreement (as such terms are defined in the Agreement), amend certain Exhibits to the Amendment, and make certain other amendments to the Agreement; and,

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

1. **Amendment of the Purchase Price.**

- a) The first sentence of Section 3 of the Agreement is deleted in its entirety and replaced with the following:

"The Purchase Price for the Premises, as of the Effective Date, is Seventy Four Million and 00/100 Dollars (\$74,000,000.00)."

- b) The Purchase Price of Seventy Four Million and 00/100 Dollars (\$74,000,000.00) shall be the "Final Purchase Price" and this First Amendment shall constitute the "Price Statement" (as those terms are defined in the Agreement) of the Parties.

2. **Amendment of Premises to be Purchased.**

- a) The portion of the first "WHEREAS" clause in the Agreement that states as follows:

“ . . . the ‘O-Line’ located between a point of connection to be determined by the Parties situated in Charlotte, NC, near W 9th Street (at or about MP O-0.04) (the “POC”) to Mooresville, NC at MP O-29.08 . . . ”

shall be amended to read, as follows:

“ . . . the ‘O-Line’ located between a point of connection to be determined by the Parties situated in Charlotte, NC, near W 9th Street (at or about MP O-0.04) (the “POC”) to the boundary separating Mecklenburg County and Iredell County at MP O-22.42) . . . ”

3. Amendment to Add a Five (5) Year Purchase Option

- a) A new sub-section 6(j) shall be added to the Agreement and shall read as follows:

“Seller and Purchaser shall mutually execute an Option Agreement granting Purchaser an option, for a five (5) year period from the Effective Date of such Option Agreement, to purchase from Seller, at a Purchase Price of Seventeen Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$17,750,000.00), the portion of the O-Line located between a point situated at the boundary separating Mecklenburg County and Iredell County (at or about MP O-22.42) to Mooresville, NC (at or about MP O-29.08).

4. Amendment to Certain Exhibits

- b) Exhibit A to the Agreement is deleted in its entirety and replaced with **Exhibit A** (Valuation Maps) attached hereto and made a part hereof.
- c) Exhibit B to the Agreement is deleted in its entirety and replaced with **Exhibit B** (Real Property Description) attached hereto and made a part hereof.
- d) Exhibit D to the Agreement is deleted in its entirety and replaced with **Exhibit D** (Reserved Easements for Third Party Facilities) attached hereto and made a part hereof.
- e) Exhibit E to the Agreement is deleted in its entirety and replaced with **Exhibit E** (Quitclaim Deed Form) attached hereto and made a part hereof.

- f) Exhibit F to the Agreement is deleted in its entirety and replaced with **Exhibit F** (List of Assigned Agreements and Partially Assigned Agreements) attached hereto and made a part hereof.

5. **Amendment to Section 5**

- a) A new sentence is added to the end of Section 5 as follows:

“To the extent requested by Purchaser after Closing, Seller shall participate and cooperate in good faith with Purchaser regarding the recording of any corrective Quitclaim Deeds or corrective exhibits or plats to a Quitclaim Deed necessary to resolve issues concerning conveyance of the Premises.”

6. **Amendment to Section 9**

- a) The first sentence of Section 9 of the Agreement is deleted in its entirety and replaced with the following:

“This Agreement not may be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason; provided, however, upon prior notice to Seller, Purchaser may assign this Agreement, without consent of Seller, to another agency of Purchaser or to an agency or authority created pursuant to the North Carolina General Statutes to carry out public transit services within the greater Charlotte-Mecklenburg metropolitan area.”

- 7. **Counterparts; Facsimile Signatures.** This First Amendment may be executed in any number of counterparts, including facsimile, electronic or scanned PDF documents. Each such counterpart, facsimile, electronic or scanned PDF document shall be deemed an original instrument and all of which, together, shall constitute one and the same executed First Amendment.
- 8. **Miscellaneous.** Seller and Purchaser acknowledge and agree that the Agreement, as amended by this First Amendment, is hereby ratified and confirmed and in full force and effect. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms and conditions of this First Amendment shall govern and prevail and the terms conditions of the Agreement shall be construed so as to be consistent therewith. Except as otherwise defined herein, all capitalized terms in this First Amendment shall have the meanings ascribed thereto in the Agreement. This First Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of

which if taken together shall constitute one and the same instrument and it shall not be necessary that any single counterpart bear the signature of all parties.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, each of the Parties have duly signed and sealed this First Amendment as of the day and year set forth above.

**NORFOLK SOUTHERN RAILWAY
COMPANY**, a Virginia corporation

By: Kristi B. Glahn
Name: Kristi B. Glahn
Title: Real Estate manager

CITY OF CHARLOTTE, a municipality in the
State of North Carolina

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Parties have duly signed and sealed this First Amendment as of the day and year set forth above.

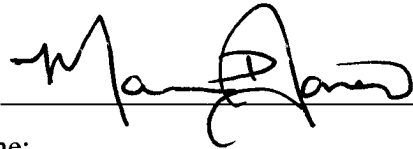
**NORFOLK SOUTHERN RAILWAY
COMPANY**, a Virginia corporation

By: _____

Name: _____

Title: _____

CITY OF CHARLOTTE, a municipality in
the State of North Carolina

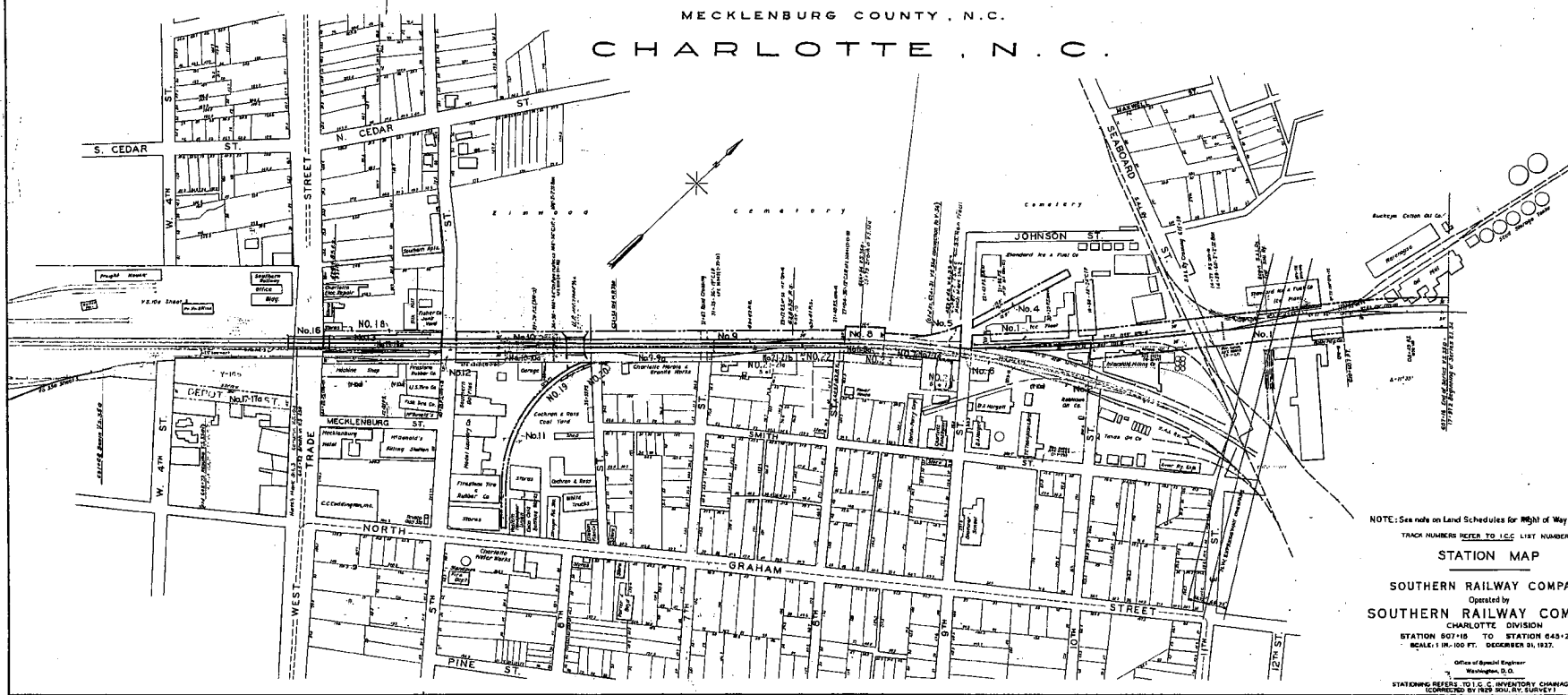
By:  _____

Name: _____

Title: _____

EXHIBIT A
(Valuation Maps)

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



NOTE: See note on Land Schedules for Right of Way widths.
TRACK NUMBERS REFER TO L.S.C. LIST NUMBERS

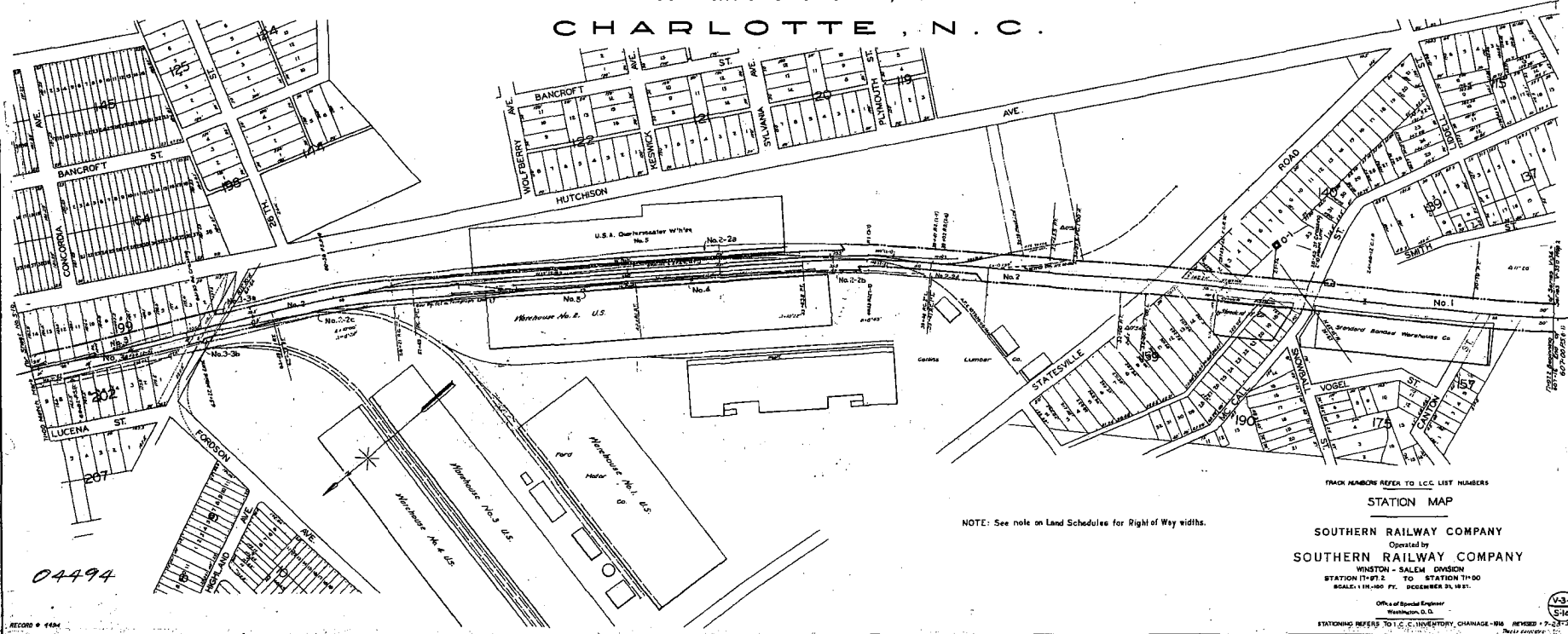
STATION MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY
CHARLOTTE DIVISION
STATION 50718 TO STATION 545122
SCALE 1 IN = 100 FT. DECEMBER 31, 1927.

Station of Special Engineer
Washington, D. C.
STATIONING REFERS TO L.S.C. INVENTORY CHARGE-100
CORRECTED BY NEW SURVEY SURVEY

06-09-02
V-350
2

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.



NOTE: See note on Land Schedule for Right of Way widths.

TRACK NUMBERS REFER TO L.C.C. LIST NUMBERS

STATION MAP

SOUTHERN RAILWAY COMPANY
 Operated by
SOUTHERN RAILWAY COMPANY
 WINSTON - SALEM DIVISION
 STATION 17-PT. 2 TO STATION 17-00
 SCALE: 1 IN. = 100 FT. DECEMBER 29, 1917.

Office of Special Engineer
 Washington, D. C.

STATIONING REFERS TO L.C.C. INVENTORY, CHAINAGE - 1918. REVISED - 7-23-23

V-34
 S-18

4494

MECKLENBURG COUNTY, N.C.
CHARLOTTE, N.C.

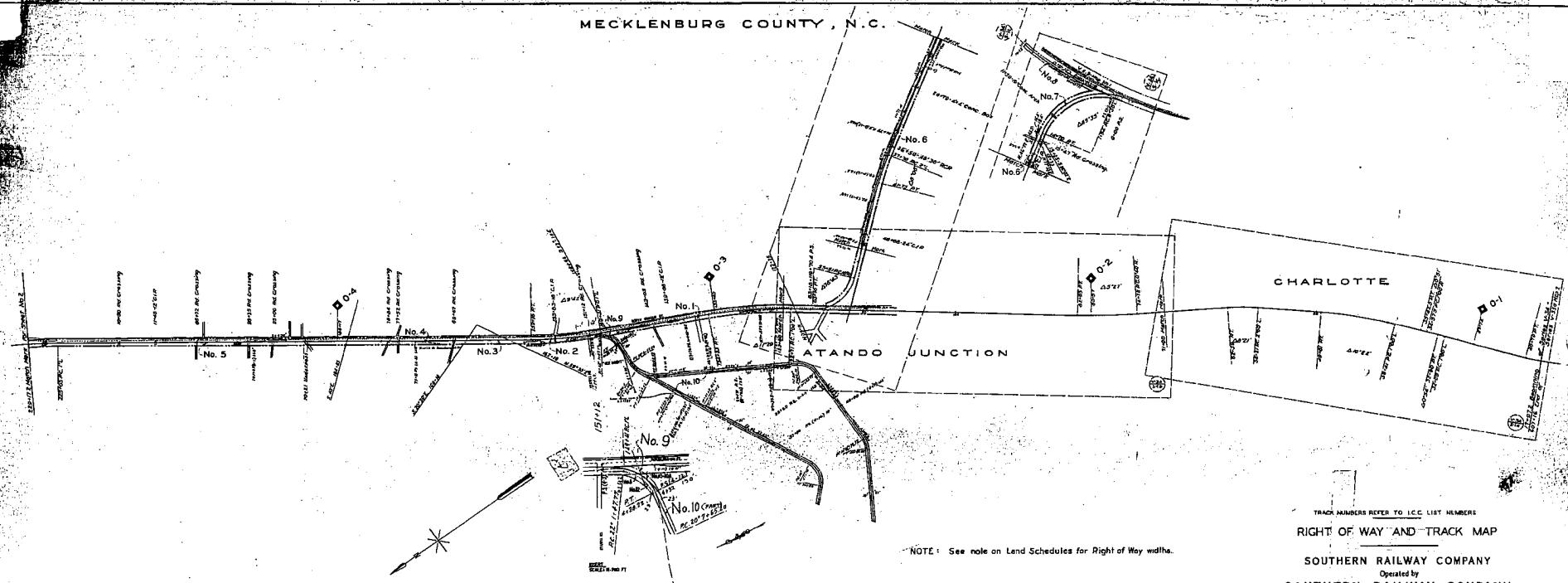


04495

V-34
 515

5697 A

MECKLENBURG COUNTY, N.C.



NOTE: See note on Land Schedules for Right of Way widths.

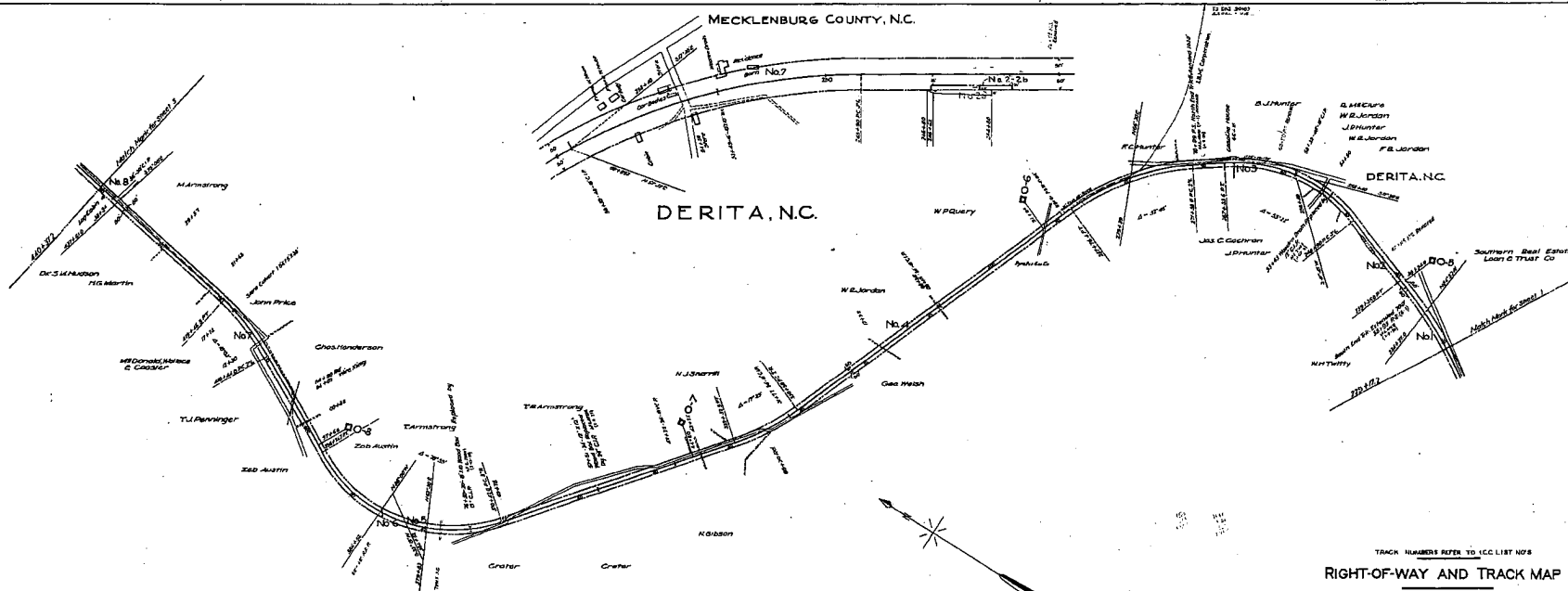
TRACK NUMBERS REFER TO I.C.C. LIST NUMBERS
RIGHT OF WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY
Operated by
SOUTHERN RAILWAY COMPANY

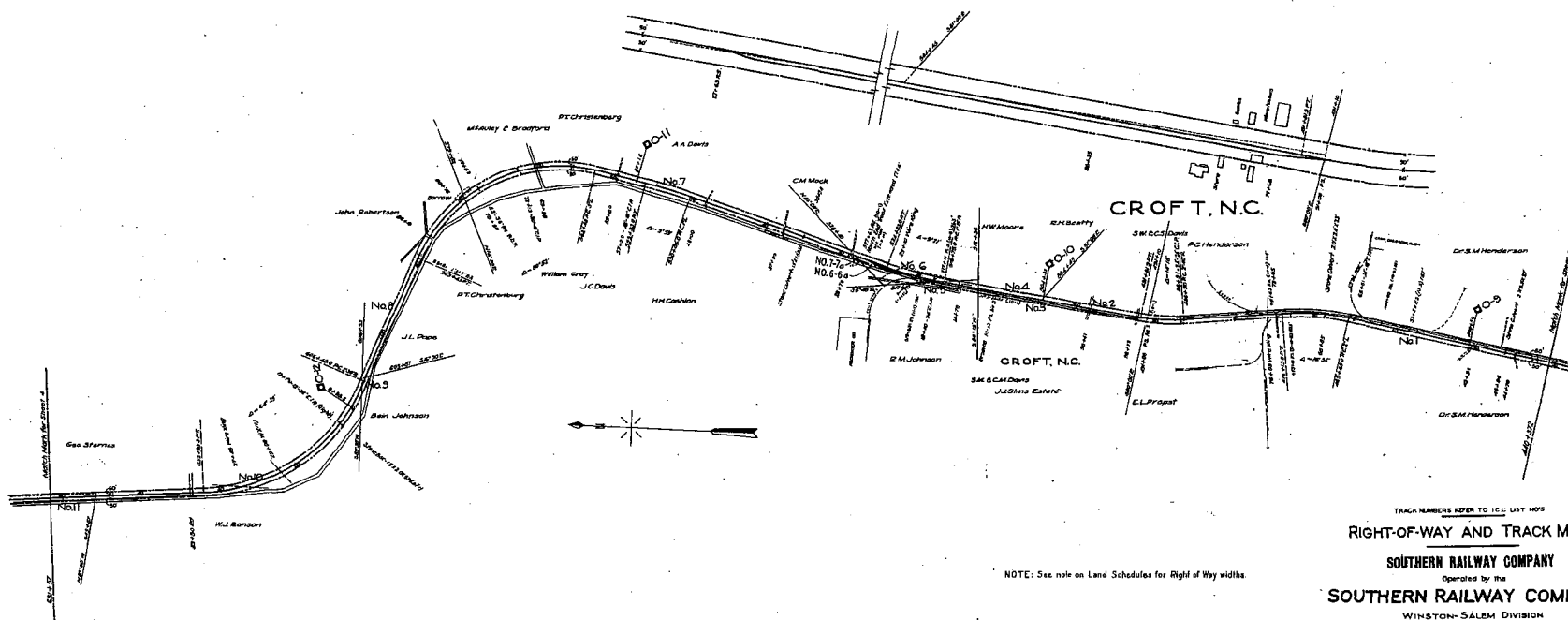
WINSTON-SALEM DIVISION
STATION 10-912 TO STATION 20-112
DECEMBER 31, 1971

Office of Special Engineer
Charlotte, N.C.

V-34
11



MECKLENBURG COUNTY, N.C.

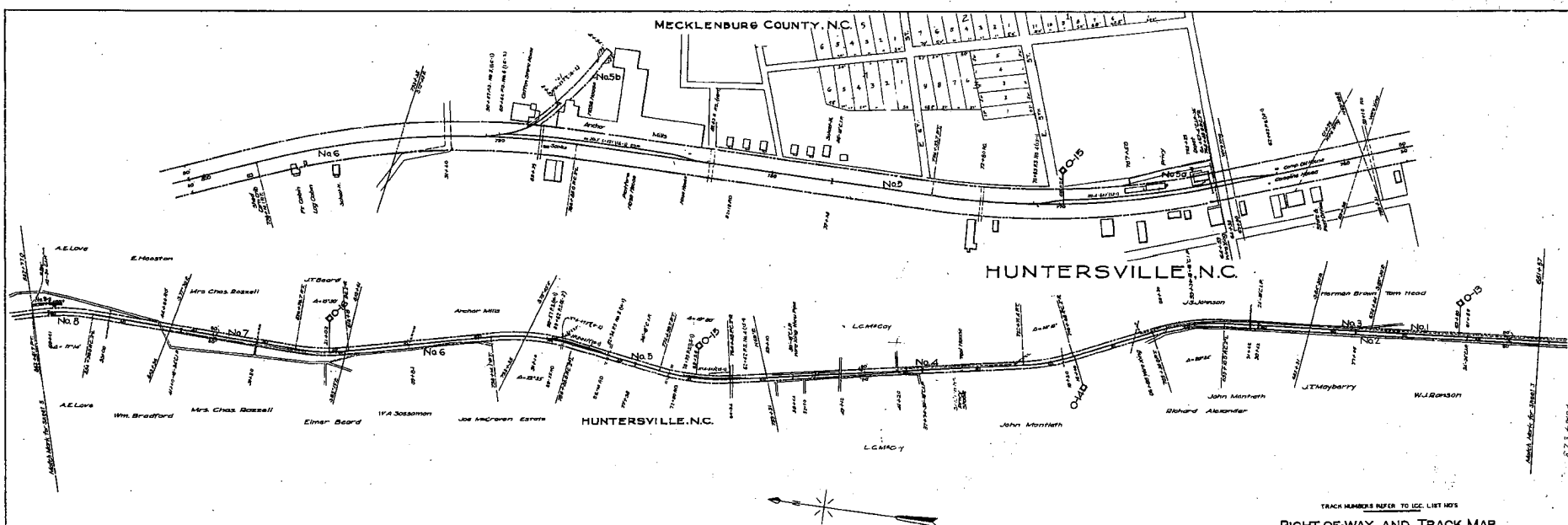


NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO I.C.C. LIST NO. 2
RIGHT-OF-WAY AND TRACK MAP
SOUTHERN RAILWAY COMPANY
 Operated by the
SOUTHERN RAILWAY COMPANY
 WINSTON-SALEM DIVISION
 STATION 4401 372 TO STATION 5514 81
 SCALE 1 IN = 400 FT. DEC. 31 1927
 Office of Special Engineer
 Washington, D.C.
 STATIONING REFERS TO FEDERAL MENTORY CHARGE NO. 1



04498



. NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO ICC. LIST NO'S

RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

Winston-Salem Division

STATION 851+37 TO STATION 862+77
SCALE 1"=400 FT. DEC. 31ST 1927

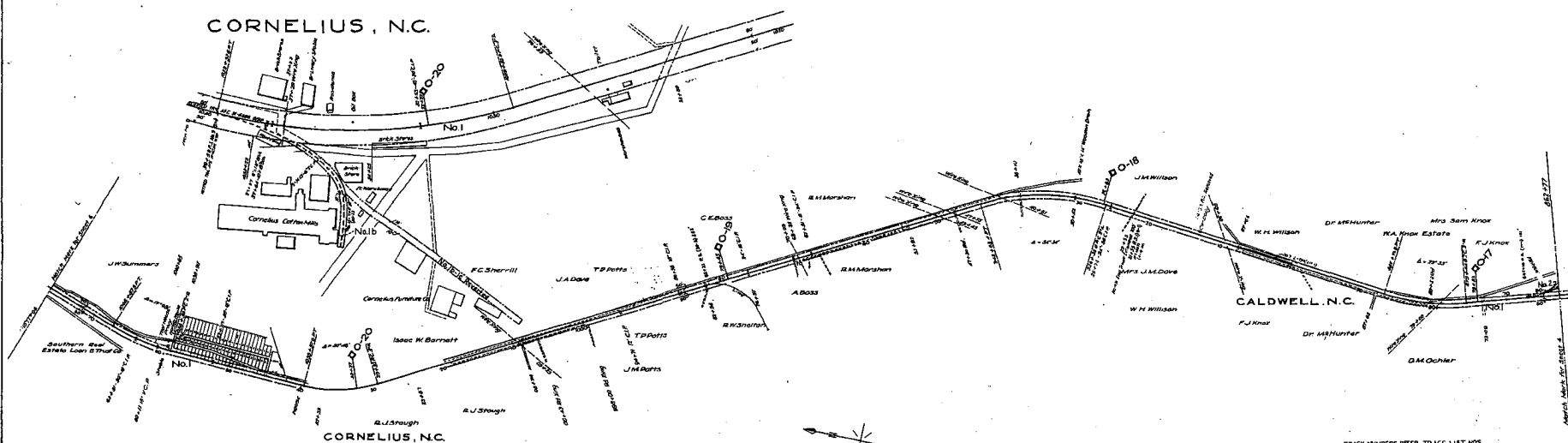
Office of Special Engineer
Washington, D.C.

STATIONING REFERS TO FEDERAL INVENTORY CHAINAGE (30)



MECKLENBURG COUNTY, N.C.

CORNELIUS, N.C.



NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO ICC LIST NOS.
RIGHT-OF-WAY AND TRACK MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

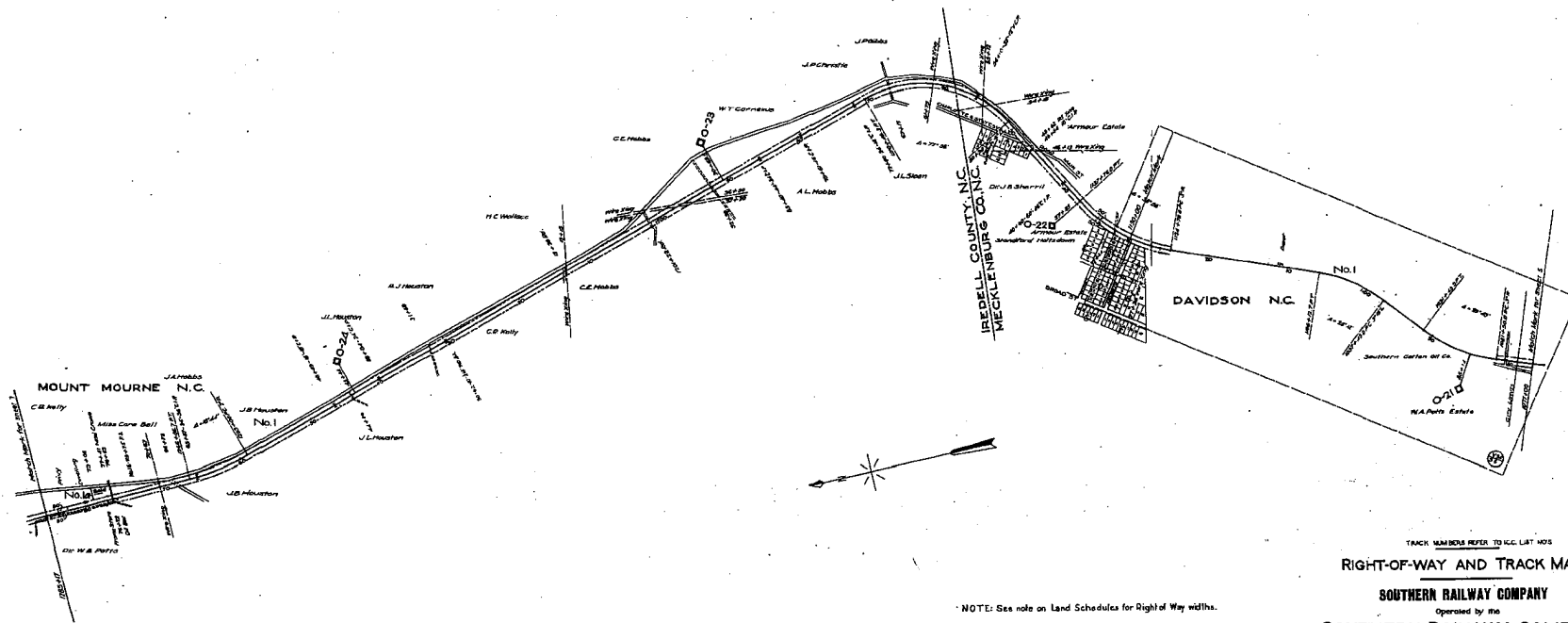
STATION 552+77 TO STATION 1073+97
SCALE 1"=1,000 FT. DEC. 31ST 1927

Office of Special Engineer
Washington, D.C.

STAT ENGINE REFERS TO FEDERAL PATENT NO. 1,154,185

V.34
5

04500



04501

NOTE: See note on Land Schedules for Right of Way widths.

TRACK NUMBERS REFER TO S.C. LIST NOS.
RIGHT-OF-WAY AND TRACK MAP
SOUTHERN RAILWAY COMPANY
 Operated by the
SOUTHERN RAILWAY COMPANY
 WINSTON-SALEM DIVISION
 STATION 1073+91 TO STATION 1285+17
 SCALE 1:100,000 TO DEC. 31, 1927
 Office of Special Engineer
 Winston, N.C.
 STATIONING REFERS TO FEDERAL INVENTION 1926

V.34
 6

MECKLENBURG COUNTY, N.C.

DAVIDSON COLLEGE

DAVIDSON, N.C.

NOTE: See note on Land Schedules for Right of Way widths.

TRACK HARBOR NOTER TO EC LISTINGS

STATION MAP

SOUTHERN RAILWAY COMPANY

Operated by the

SOUTHERN RAILWAY COMPANY

WINSTON-SALEM DIVISION

STATION 1080+00 TO STATION 1122+00
SCHEDULED 100 FT SEC. 310' 1927

Office of Special Engineer
Winston, N.C.

STATIONING REFERS TO FEDERAL, INSULTORY, CHARGE 1928



04502

REC. NO. 4502.00

EXHIBIT B

(Real Property Description)

ALL RIGHT TITLE AND INTEREST IN RAILWAY LINE BEING COMMONLY KNOWN AS NORFOLK SOUTHERN RAILWAY COMPANY'S "O-LINE," LYING AND SITUATE IN THE COUNTY OF MECKLENBURG IN THE STATE OF NORTH CAROLINA, BEING COMPRISED OF THE RIGHT-OF-WAY FOR MAIN TRACKS, BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CITY OF CHARLOTTE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, ON OR ABOUT RAILWAY MILE POST 0 0.04+/-, AS DEPICTED ON RAILWAY VALUATION MAP V-34-NORTH CAROLINA/1AS, THENCE CONTINUING ALONG RAILWAY CENTERLINE IN A GENERALLY NORTHERLY DIRECTION WITH A STRIP OF LAND 50 FEET IN WIDTH ON EACH SIDE OF THE CENTERLINE OF TRACK FOR A DISTANCE OF 22.38 MILES +/-, TO THE BOUNDARY SEPARATING MECKLENBURG COUNTY AND IREDELL COUNTY, STATE OF NORTH CAROLINA, AT OR ABOUT RAILWAY MILE POST 0 22.42.

Excluding, however, any property described or agreed to pursuant to Exhibits C and D to the Purchase and Sale Agreement (as amended).

EXHIBIT D

(Reserved Easements for Third Party Facilities)

Cust #	Other Party	Status	Document Type	Exec Date
157761	AMERICAN CABLEVISION CAROLINA	ACTIVE	WIRE	
217700	UPS THRIFT PLAN CORPORATION	ACTIVE	PIPE	
2283	VISION CABLE OF NORTH CAROLINA INC	ACTIVE	CABLE - TV	11/16/1992
153878	COLONIAL PIPELINE COMPANY	ACTIVE	PIPE - PETROLEUM	3/27/1978
4655	LAKESIDE CABLE TV INC	ACTIVE	WIRE	3/21/1989
154432	AMERICAN CABLEVISION OF CAROLINA CORPORATION	ACTIVE	WIRE	6/25/1981
131423	TIME WARNER ENTERTAINMENT ADVANCE NEWHOUSE PARTNERSHIP	ACTIVE	CABLE - FIBER OPTIC	7/23/1999
160307	AMERICAN CABLEVISION OF CAROLINA INC	ACTIVE	CABLE - TV	2/4/1969
5307	CABLEVISION OF CHARLOTTE	ACTIVE	CABLE - TV	7/15/1987
868	BELLSOUTH TELECOMMUNICATIONS	ACTIVE	WIRE	7/13/1994
2277	VISION CABLE OF NORTH CAROLINA INC	ACTIVE	CABLE - COMMUNICATIONS	3/17/1992
52110	VISION CABLE OF NC INC	ACTIVE	CABLE - TV	11/9/1983
137749	RONNIE SORRELLS	ACTIVE	PIPE - SEWER	8/10/1979
154431	AMERICAN CABLEVISION OF CAROLINA INC	ACTIVE	CABLE - TV	12/4/1981
2279	VISION CABLE OF NORTH CAROLINA INC	ACTIVE	CABLE - COMMUNICATIONS	5/28/1992
154430	AMERICAN CABLEVISION OF CAROLINA INC	ACTIVE	CABLE - TV	12/20/1982
4028	VISION CABLE OF NORTH CAROLINA INC	ACTIVE	WIRE	8/14/1990
53671	SPRINT COMMUNICATIONS COMPANY LP	ACTIVE	CABLE - FIBER OPTIC	31959
23420	CENTURYLINK COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	35618
39282	STANDARD BONDED WAREHOUSE COMPANY	ACTIVE	TRACK - OPERATION	4/13/1935
8587	L&W SUPPLY INC	ACTIVE	TRACK - OPERATION	2/17/1995
16718	CROW CHILDRESS KLEIN #8	ACTIVE	TRACK - OPERATION	4/2/1986
14612	HECHINGER CO	ACTIVE	TRACK - OPERATION	8/1/1988
168643	PRAIRIE PACKAGING INC	ACTIVE	TRACK - OPERATION	7/7/2006
14654	CAROLINA BUILDERS CORP	ACTIVE	TRACK - OPERATION	9/30/1988
47169	ATLANTA HARDWOOD CORP INC	ACTIVE	TRACK - OPERATION	4/10/1975
218875	RUSSELL SCRAP YARD INC	ACTIVE	TRACK - OPERATION	3/10/1971
219127	L B FOSTER COMPANY	ACTIVE	TRACK - OPERATION	7/1/1969
191139	CONTRACT PROPERTIES CHARLOTTE LLC	ACTIVE	TRACK - OPERATION	8/17/2009
286274	CARTER LUMBER OF THE SOUTH INC	ACTIVE	TRACK - OPERATION	7/2/2014
12575	NORDIC WAREHOUSES INC	ACTIVE	TRACK - OPERATION	10/12/1989
190325	UNITED STATES OF AMERICA	ACTIVE	TRACK - RELOCATION	7/12/1943
164088	FLORIDA STEEL CORPORATION CAROLINA ELECTRIC STEEL DIVISION	ACTIVE	GATE	11/22/1961

EXHIBIT E

(Quitclaim Deed Form)

This instrument prepared by:

Return to:

Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, GA 30308

Grantee

STATE OF NORTH CAROLINA

NON-WARRANTY DEED

COUNTY OF MECKLENBURG

Excise Tax: \$ _____

THIS NON-WARRANTY DEED, made this ____ day of September, 2024 by and among FAE HOLDINGS NS, LLC, a Georgia limited liability company (hereinafter called Grantor), party of the first part, having an address of 289 S. Culver Street, Lawrenceville, GA 30046-4805, the CITY OF CHARLOTTE, a municipality in the State of North Carolina, (hereinafter called Grantee), party of the second part, with a tax mailing address of 600 East 4th Street, Charlotte, NC 28202, and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Norfolk Southern Railway);

W I T N E S E T H:

THAT the said Grantor, for and in consideration of the sum of SEVENTY FOUR MILLION AND 00/100 DOLLARS (\$74,000,000.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does release, remise, convey, and quitclaim all of Grantor's right, title and interest, without representation or warranty as to the quality, nature or extent of Grantor's title, unto the said Grantee, its successors and assigns, the following described property.

ALL THAT piece or parcel of land situate, lying and being between the City of Charlotte, Mecklenburg County, State of North Carolina, and the boundary separating Mecklenburg County and Iredell County, and being more particularly described and depicted as follows, to wit:

SEE **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER WITH, and subject to, all conditions, restrictions, reservations, easements, licenses and leases, whether or not of record, to the extent affecting the property conveyed herein (collectively, the “Premises”).

FURTHER EXCEPTING AND RESERVING unto Norfolk Southern Railway, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable retained freight service easement in the Premises as necessary to fulfill Norfolk Southern Railway’s common carrier obligation and as necessary to physically serve, with its own crews and locomotives, or the crews and locomotives of its owners, affiliates, transferees or assigns, present and future rail customers with access to the Premises, provide overhead freight service to other portions of Norfolk Southern Railway’s rail systems or to the rail systems of connecting freight railroads and temporary detour or emergency overhead rail operations. Grantee acknowledges Norfolk Southern Railway’s retained rights, and Grantee neither has nor will have any right to serve present and future shippers and will make no attempt to construct additional sidings to serve such shippers for its own account or to circumvent this Deed by other means, directly or indirectly. Norfolk Southern Railway’s exercise of this freight service easement and right to operate on the Premises is subject to the terms and conditions of that certain Comprehensive Rail Agreement dated as of ___, _____ 2024 (hereinafter called the

CRA), between Norfolk Southern Railway and Grantee, as such CRA is amended, restated or supplemented from time to time. Where apparent discrepancies are perceived between this Non-Warranty Deed and the CRA, the CRA shall control.

Grantor makes no warranty or representation, express or implied, as to the title to the property hereinabove described.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of Grantor.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever.

FURTHER, Grantee shall take the property subject to the following covenants, which shall run with the land in perpetuity and bind the successors and assigns of Grantor and Grantee: i) the property conveyed herein shall not be used for residential structures, including without limitation homes, schools, nursing homes, recreational facilities and daycare centers, and (ii) use of groundwater at and beneath the property conveyed herein for any purpose other than for investigation, monitoring, or remediation of the groundwater or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities shall be prohibited.

By execution of this deed, Norfolk Southern Railway agrees to the terms of this deed and the conditions and limitations acting upon the freight service easement. Further, Norfolk Southern Railway agrees that to the extent any terms and conditions of the freight service easement conflict with the grant of easement contained in that certain deed from Norfolk Southern Railway to Grantor, dated as of March 15, 2024, the terms and conditions of this freight service easement shall control.

(Signature Page to Follow)

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

FAE HOLDINGS NS, LLC

BY : _____
PRINT: _____
TITLE: _____

STATE OF GEORGIA)
COUNTY OF _____)

Before me, a Notary Public in and for the said County, personally appeared _____
_____ known to me to be the person who, as _____ of FAE Holdings NS, LLC,
the limited liability company which executed the foregoing instrument, signed the same, and
acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said
limited liability company as such officer; that the same is his/her free act and deed as such officer
and the free act and deed of said limited liability company.

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

My commission expires: _____

Notary Public

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

NORFOLK SOUTHERN RAILWAY
COMPANY

BY: _____
Print: Kristi B. Glahn
Real Estate Manager

STATE OF GEORGIA)
)ss:
COUNTY OF _____)

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that the aforesaid individual is the Real Estate Manager of Norfolk Southern Railway Company and the foregoing instrument was signed by him/her, being authorized to do so, and that he/she voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official seal this _____ day of September, 2024.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

This instrument prepared by:
Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, Georgia 30308

Exhibit A to Non-Warranty Deed

Legal Description

EXHIBIT F

(List of Assigned Agreements and Partially Assigned Agreements)

List of Assigned Agreements

Cust #	Other Party	Status	Document Type	Exec Date
150690	BOARD OF TRUSTEES OF DAVIDSON COLLEGE	ACTIVE	BUILDING	12/19/1972
138252	ADELPHIA BUSINESS SOLUTIONS OPERATIONS INC	ACTIVE	CABLE - FIBER OPTIC	10/11/2001
146593	ADELPHIA BUSINESS SOLUTIONS OPERATIONS INC	ACTIVE	CABLE - FIBER OPTIC	9/10/2001
1002987	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	6/24/2022
1002809	CHARTER COMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	5/18/2022
130897	DUKENET COMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	5/6/1999
136688	DUKENET COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	8/20/2001
136697	DUKENET COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	8/20/2001
141469	ADELPHIA BUSINESS SOLUTIONS OF NORTH CAROLINA LP	ACTIVE	CABLE - FIBER OPTIC	2/10/2000
144300	CAROLINA BROADBAND INC	ACTIVE	CABLE - FIBER OPTIC	12/4/2000
141488	ADELPHIA BUSINESS SOLUTIONS OF NORTH CAROLINA LP	ACTIVE	CABLE - FIBER OPTIC	2/7/2000
144435	CAROLINA BROADBAND INC	ACTIVE	CABLE - FIBER OPTIC	11/27/2000
146264	ADELPHIA BUSINESS SOLUTIONS OPERATIONS INC	ACTIVE	CABLE - FIBER OPTIC	7/6/2001
141641	ADELPHIA BUSINESS SOLUTIONS OF NORTH CAROLINA LP	ACTIVE	CABLE - FIBER OPTIC	2/23/2000
145541	DUKENET COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	4/24/2001
337106	TDS BROADBAND SERVICE LLC	ACTIVE	CABLE - FIBER OPTIC	1/3/2020
297463	ZAYO GROUP LLC	ACTIVE	CABLE - FIBER OPTIC	6/20/2018
287669	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	1/6/2015
289317	CITY OF CHARLOTTE	ACTIVE	CABLE - FIBER OPTIC	8/12/2015
299305	CAMP NORTH END MASTER ASSOCIATION INC	ACTIVE	CABLE - FIBER OPTIC	1/4/2019
288930	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ACTIVE	CABLE - FIBER OPTIC	7/2/2015
340797	SPECTRUM SOUTHEAST LLC	ACTIVE	CABLE - FIBER OPTIC	7/2/2021
294524	CHARTER COMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	6/23/2017
205253	ATC OUTDOOR DAS LLC	ACTIVE	CABLE - FIBER OPTIC	10/6/2010
341259	CHARTER COMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	9/14/2021
205254	ATC OUTDOOR DAS LLC	ACTIVE	CABLE - FIBER OPTIC	10/6/2010

Cust #	Other Party	Status	Document Type	Exec Date
162238	CTC EXCHANGE SERVICES INC	ACTIVE	CABLE - FIBER OPTIC	2/3/2005
334204	MCIMETRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	7/1/2019
295310	MCI METRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	10/5/2017
290987	TELEPORT COMMUNICATIONS AMERICA LLC	ACTIVE	CABLE - FIBER OPTIC	3/3/2016
297010	CHARTER COMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	5/3/2018
174136	TIME WARNER ENTERTAINMENT ADVANCE NEWHOUSE DBA	ACTIVE	CABLE - FIBER OPTIC	12/5/2007
337079	TDS BROADBAND SERVICE LLC	ACTIVE	CABLE - FIBER OPTIC	1/3/2020
337078	TDS BROADBAND SERVICE LLC	ACTIVE	CABLE - FIBER OPTIC	1/3/2020
337087	TDS BROADBAND SERVICE LLC	ACTIVE	CABLE - FIBER OPTIC	1/3/2020
295587	MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	ACTIVE	CABLE - FIBER OPTIC	11/13/2017
1002246	GOOGLE FIBER NORTH CAROLINA LLC	ACTIVE	CABLE - FIBER OPTIC	9/15/2022
291146	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	3/23/2016
296697	MCI METRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	4/3/2018
174682	CITY OF CHARLOTTE	ACTIVE	CABLE - FIBER OPTIC	6/4/2008
338318	MCIMETRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	4/14/2020
286419	CITY OF CHARLOTTE	ACTIVE	CABLE - FIBER OPTIC	7/16/2014
295947	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	1/2/2018
296698	MCI METRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	4/3/2018
295348	SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDING LLC	ACTIVE	CABLE - FIBER OPTIC	10/12/2017
337081	TDS BROADBAND SERVICE LLC	ACTIVE	CABLE - FIBER OPTIC	1/3/2020
295427	MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	ACTIVE	CABLE - FIBER OPTIC	10/25/2017
339188	LEVEL 3 COMMUNICATIONS	ACTIVE	CABLE - FIBER OPTIC	5/27/2020
162136	CTC EXCHANGE SERVICES INC	ACTIVE	CABLE - FIBER OPTIC	2/3/2005
174874	TW TELCOM HOLDINGS INC	ACTIVE	CABLE - FIBER OPTIC	7/29/2008
214055	TIME WARNER CABLE	ACTIVE	CABLE - FIBER OPTIC	5/4/2011
334533	SEGRA	ACTIVE	CABLE - FIBER OPTIC	8/7/2019

Cust #	Other Party	Status	Document Type	Exec Date
337085	TDS BROADBAND SERVICE LLC	ACTIVE	CABLE - FIBER OPTIC	1/2/2020
295577	MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	ACTIVE	CABLE - FIBER OPTIC	11/13/2017
295494	MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	ACTIVE	CABLE - FIBER OPTIC	11/6/2017
295309	MCI METRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	10/5/2017
48676	ADVANCE NEWHOUSE PARTNERSHIP	ACTIVE	CABLE - FIBER OPTIC	2/14/2011
191292	PALMETTONET INC	ACTIVE	CABLE - FIBER OPTIC	9/15/2009
191297	PALMETTO NET INC	ACTIVE	CABLE - FIBER OPTIC	9/15/2009
202199	BROADPLEX LLC	ACTIVE	CABLE - FIBER OPTIC	5/18/2010
202371	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	6/16/2010
202368	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	6/16/2010
335395	SEGRA	ACTIVE	CABLE - FIBER OPTIC	10/28/2019
151947	DUKENET COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	5/22/2003
202195	BROADPLEX LLC	ACTIVE	CABLE - FIBER OPTIC	5/18/2010
286421	CITY OF CHARLOTTE	ACTIVE	CABLE - FIBER OPTIC	7/16/2014
336575	SEGRA	ACTIVE	CABLE - FIBER OPTIC	10/31/2019
337834	MCIMETRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	4/23/2020
295345	MCI METRO ACCESS TRANSMISSION SERVICES CORPORATION	ACTIVE	CABLE - FIBER OPTIC	10/12/2017
334053	CHARTER COMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	6/17/2019
1003305	SEGRA	ACTIVE	CABLE - FIBER OPTIC	11/15/2022
299669	MCIMETRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	4/11/2019
296701	MCI METRO ACCESS TRANSMISSION SERVICES CORP	ACTIVE	CABLE - FIBER OPTIC	4/3/2018
299132	SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDING LLC	ACTIVE	CABLE - FIBER OPTIC	2/5/2019
293541	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	2/1/2017
205251	TIME WARNER CABLE	ACTIVE	CABLE - FIBER OPTIC	9/21/2010
287254	TIME WARNER CABLE SOUTHEAST LLC	ACTIVE	CABLE - FIBER OPTIC	11/7/2014
191388	AGL NETWORKS LLC	ACTIVE	CABLE - FIBER OPTIC	9/28/2009

Cust #	Other Party	Status	Document Type	Exec Date
290900	GOOGLE FIBER NORTH CAROLINA LLC	ACTIVE	CABLE - FIBER OPTIC	3/3/2016
291703	LEVEL 3 COMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	5/11/2016
291100	GOOGLE FIBER NORTH CAROLINA LLC	ACTIVE	CABLE - FIBER OPTIC	3/15/2016
334980	SEGRA	ACTIVE	CABLE - FIBER OPTIC	9/23/2019
296450	SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS LLC	ACTIVE	CABLE - FIBER OPTIC	3/6/2018
337082	TDS BROADBAND SERVICE LLC	ACTIVE	CABLE - OTHER	1/3/2020
132948	DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	9/4/1998
16835	NORTH CAROLINA STATE OF	ACTIVE	CROSSING WARNING DEVICES	4/14/1986
225788	NORTH CAROLINA STATE HIGHWAY & PUBLIC WORKS COMMISSION	ACTIVE	CROSSING WARNING DEVICES	2/28/1948
165538	DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	10/12/2005
162864	CITY OF CHARLOTTE	ACTIVE	CROSSING WARNING DEVICES	4/12/2005
141339	NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION	ACTIVE	CROSSING WARNING DEVICES	7/22/1943
140271	NC DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	11/16/1999
16532	NORTH CAROLINA STATE OF	ACTIVE	CROSSING WARNING DEVICES	1/23/1987
144777	DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	12/11/2000
142215	DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	3/30/1999
7582	NORTH CAROLINA STATE OF	ACTIVE	CROSSING WARNING DEVICES	5/30/1995
165121	DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	1/21/2005
169751	CHARLOTTE MECKLENBURG BOARD OF EDUCATION	ACTIVE	CROSSING WARNING DEVICES	11/27/2006
16601	DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	1/14/1987

Cust #	Other Party	Status	Document Type	Exec Date
32691	STANDARD BONDED WAREHOUSE COMPANY	ACTIVE	LAND	8/1/1923
141904	ALWIN LLC	ACTIVE	LAND	3/10/2000
11641	MONTGOMERY BODY SHOP INC	ACTIVE	LAND	4/9/1991
158936	W M KEZIAH	ACTIVE	LAND	3/22/1943
37916	INTERSTATE GRANITE CORPORATION	ACTIVE	LAND	9/9/1931
45655	BANCROFT REALTY COMPANY	ACTIVE	LAND	6/13/1969
143875	MCGEE LUMBER COMPANY	ACTIVE	LAND	10/23/2000
22804	THE DAVIDSON COTTON MILL LLC	ACTIVE	LAND	5/8/1997
817	TRUCK TECH INC	ACTIVE	LAND	2/2/1995
234059	PUBLIC SERVICE COMPANY OF N C, INC	ACTIVE	PIPE - NATURAL GAS	8/19/1954
147004	PUBLIC SERVICE COMPANY OF NORTH CAROLINA INCORPORATED	ACTIVE	PIPE - NATURAL GAS	12/10/2001
286618	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	8/15/2014
292869	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	9/6/2016
167578	PIEDMONT NATURAL GAS	ACTIVE	PIPE - NATURAL GAS	6/15/2006
214361	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	5/26/2011
231234	PUBLIC SERVICE COMPANY OF NORTH CAROLINA INC	ACTIVE	PIPE - NATURAL GAS	10/23/1958
299672	DUKE ENERGY CORPORATION	ACTIVE	PIPE - NATURAL GAS	4/2/2019
234281	PLANTATION PIPE LINE COMPANY	ACTIVE	PIPE - PETROLEUM	5/25/1953
154008	COLONIAL PIPELINE COMPANY	ACTIVE	PIPE - PETROLEUM	10/31/1963
32774	DAVIDSON NC CITY OF	ACTIVE	PIPE - SEWER	11/17/1923
1002517	CHARLOTTE WATER	ACTIVE	PIPE - SEWER	5/28/2021
24364	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - SEWER	9/22/1997
131202	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - SEWER	6/17/1999
146956	TOWN OF CORNELIUS	ACTIVE	PIPE - SEWER	1/24/2002
235406	CHARLOTTE EQUIPMENT COMPANY, INC	ACTIVE	PIPE - SEWER	4/30/1951
45774	TRI STATE INVESTMENT CORP OF VIRGINI	ACTIVE	PIPE - SEWER	1/1/1968
293637	CITY OF CHARLOTTE	ACTIVE	PIPE - SEWER	2/6/2017
1005671	CHARLOTTE WATER	ACTIVE	PIPE - SEWER	10/17/2023
7624	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - SEWER	10/17/1995
191670	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - SEWER	1/26/2010
7703	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - SEWER	12/11/1995
287080	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - SEWER	10/3/2014
288401	CITY OF CHARLOTTE	ACTIVE	PIPE - SEWER	4/13/2015
167112	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - SEWER	3/23/2006

Cust #	Other Party	Status	Document Type	Exec Date
57221	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - SEWER	8/27/1996
156980	CHARLOTTE MECKLENBURG UTILITY	ACTIVE	PIPE - SEWER	12/1/2003
52366	TOWN OF HUNTERSVILLE	ACTIVE	PIPE - WATER	6/14/1983
33199	GRAHAM HEIGHTS LAND CO	ACTIVE	PIPE - WATER	3/6/1925
12541	CHARLOTTE NC CITY OF	ACTIVE	PIPE - WATER	10/30/1989
62201	REID JOHN H	ACTIVE	PIPE - WATER	2/1/1906
50466	CORNELIUS NC CITY OF	ACTIVE	PIPE - WATER	3/14/1983
40911	CHARLOTTE NC CITY OF	ACTIVE	PIPE - WATER	12/10/1937
35585	HUNTER B J	ACTIVE	PIPE - WATER	10/1/1928
86597	TOWN OF HUNTERSVILLE	ACTIVE	PIPE - WATER	6/14/1983
146613	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	11/19/2001
86596	TOWN OF HUNTERSVILLE	ACTIVE	PIPE - WATER	6/14/1983
26408	CHARLOTTE NC CITY OF	ACTIVE	PIPE - WATER	1/26/1914
14575	CHARLOTTE NC CITY OF	ACTIVE	PIPE - WATER	8/5/1988
13917	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - WATER	3/15/1991
7641	CHARLOTTE NC CITY OF	ACTIVE	PIPE - WATER	10/16/1995
72510	CITY OF CHARLOTTE	ACTIVE	PIPE - WATER	3/5/1998
130939	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - WATER	5/25/1999
7625	CHARLOTTE NC CITY OF	ACTIVE	PIPE - WATER	10/17/1995
147726	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	6/5/2002
147727	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	6/5/2002
143515	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	9/1/2000
24365	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - WATER	9/22/1997
24376	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - WATER	9/22/1997
233035	CITY OF CHARLOTTE, (NORTH CAROLINA)	ACTIVE	PIPE - WATER	4/14/1954
211641	CITY OF CHARLOTTE, (NORTH CAROLINA)	ACTIVE	PIPE - WATER	4/15/1977
241085	CHARLOTTE EQUIPMENT COMPANY	ACTIVE	PIPE - WATER	1/30/1945
5598	BONDED DISTRIBUTION INC	ACTIVE	PIPE - WATER	2/10/1987
8449	EASTERN METAL SUPPLY OF NORTH CAROLINA INC	ACTIVE	PIPE - WATER	10/12/1994
290159	CHARLOTTE WATER	ACTIVE	PIPE - WATER	11/10/2015
167168	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	3/14/2006
1004668	CITY OF CHARLOTTE	ACTIVE	PIPE - WATER	6/1/2023
339085	CITY OF CHARLOTTE	ACTIVE	PIPE - WATER	7/17/2020
34025	HUNTERSVILLE NC CITY OF	ACTIVE	PIPE - WATER	2/25/1927
337328	CITY OF CHARLOTTE	ACTIVE	PIPE - WATER	2/3/2020
159226	MARK OIL COMPANY INC	ACTIVE	PIPE - WATER	6/29/2004
191997	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	3/29/2010

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267275	CITY OF CHARLOTTE UTILITY DEPARTMENT	ACTIVE	PIPE - WATER	11/2/2012
174355	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	2/26/2008
147693	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	6/5/2002
285921	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	5/8/2014
174354	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	2/26/2008
157096	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - WATER	12/11/2003
40519	CORNELIUS NC TOWN OF	ACTIVE	PIPE - WATER	4/12/1937
191402	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	10/19/2009
165963	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	3/23/2006
339099	CITY OF CHARLOTTE	ACTIVE	PIPE - WATER	7/10/2020
167245	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	4/3/2006
171974	CHARLOTTE MECKLENBURG UTILITIES	ACTIVE	PIPE - WATER	10/19/2007
33547	CHERRY J R	ACTIVE	PIPE - WATER	10/1/1925
8756	CHARLOTTE MECKLENBURG UTILITY DEPARTMENT	ACTIVE	PIPE - WATER	7/13/1995
156979	CHARLOTTE MECKLENBURG UTILITY	ACTIVE	PIPE - WATER	12/1/2003
267028	BRYTON CORPORATE CENTER LIMITED PARTNERSHIP	ACTIVE	ROAD - OVERPASS	5/18/2011
207706	BRYTON CORPORATE CENTER LIMITED PARTNERSHIP	ACTIVE	ROAD - OVERPASS	2/15/2011
224259	TOWN OF HUNTERSVILLE	ACTIVE	ROAD - OVERPASS	8/5/2010
161619	ASSOCIATED PIPE LINE CONTRACTORS INC	ACTIVE	ROAD - PRIVATE	7/8/1971
161612	J E BLACKWELDER	ACTIVE	ROAD - PRIVATE	4/24/1950
161613	T W WILLIAM	ACTIVE	ROAD - PRIVATE	1/22/1951
161614	N S TOMLINSON	ACTIVE	ROAD - PRIVATE	1/22/1951
161617	DUKE POWER COMPANY	ACTIVE	ROAD - PRIVATE	4/19/1961
161621	HOBART BURLESON	ACTIVE	ROAD - PRIVATE	4/26/1979
161615	HAROLD FRANKLIN GILBERT	ACTIVE	ROAD - PRIVATE	12/18/1952
161616	R C BUMGARNER	ACTIVE	ROAD - PRIVATE	7/27/1954
161618	REA CONSTRUCTION COMPANY	ACTIVE	ROAD - PRIVATE	11/24/1970
334240	MARK LEE SUMMERS	ACTIVE	ROAD - PRIVATE	5/28/2019
144818	CHARLOTTE EQUIPMENT COMPANY INC	ACTIVE	ROAD - PRIVATE	10/25/1944
144819	CIBA CHEMICAL & DYE CO	ACTIVE	ROAD - PRIVATE	1/20/1967
6921	TURNER ACE HARDWARE INC	ACTIVE	ROAD - PRIVATE	7/10/1984
19718	UNITED PARCEL SERVICE INC	ACTIVE	ROAD - PRIVATE	1/28/1985
170344	W R GRIFFIN	ACTIVE	ROAD - PRIVATE	4/2/1948
17649	BONDED DISTRIBUTION INC	ACTIVE	ROAD - PRIVATE	9/10/1986
52537	CHARLES C ROBERTS	ACTIVE	ROAD - PRIVATE	9/5/1984
149099	CITY OF CHARLOTTE	ACTIVE	ROAD - PUBLIC	11/1/2002
174918	TOWN OF CORNELIUS	ACTIVE	ROAD - PUBLIC	8/6/2008
165618	CITY OF CHARLOTTE	ACTIVE	ROAD - PUBLIC	10/20/2005

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338575	DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	2/24/2020
212336	BOARD OF TRANSPORTATION - STATE OF N CAROLINA	ACTIVE	ROAD - PUBLIC	10/7/1976
213783	BOARD OF TRANSPORTATION - STATE OF N CAROLINA	ACTIVE	ROAD - PUBLIC	2/20/1976
211628	CITY OF CHARLOTTE, (NORTH CAROLINA)	ACTIVE	ROAD - PUBLIC	4/20/1977
294478	TOWN OF HUNTERSVILLE	ACTIVE	ROAD - PUBLIC	5/26/2017
132333	DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	9/21/1999
23074	CITY OF CHARLOTTE	ACTIVE	ROAD - PUBLIC	5/27/1997
9783	NORTH CAROLINA STATE OF	ACTIVE	ROAD - PUBLIC	9/10/1992
12428	NORTH CAROLINA STATE OF	ACTIVE	ROAD - PUBLIC	12/7/1988
214466	DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	4/14/2011
203385	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	12/9/2009
148408	CITY OF CHARLOTTE	ACTIVE	ROAD - PUBLIC	7/31/2002
340205	TOWN OF HUNTERSVILLE	ACTIVE	ROAD - PUBLIC	12/9/2021
149842	CITY OF CHARLOTTE	ACTIVE	ROAD - PUBLIC	1/14/2003
174622	DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	4/30/2008
255269	DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	12/22/2011
215067	BOARD OF TRANSPORTATION STATE OF NORTH CAROLINA	ACTIVE	ROAD - PUBLIC	2/3/1975
52359	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	5/7/1984
169312	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - PUBLIC	5/23/2006
52581	DEPARTMENT OF TRANSPORTATION	ACTIVE	ROAD - UNDERPASS	10/29/1984
52067	NORTH CAROLINA STATE OF	ACTIVE	ROAD - UNDERPASS	10/20/1983
152307	NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION	ACTIVE	ROAD - UNDERPASS	11/23/1955
213070	BOARD OF TRANSPORTATION STATE OF N CAROLINA	ACTIVE	SIGNAL INTERCONNECTI ON	6/7/1976
142624	DEPARTMENT OF TRANSPORTATION	ACTIVE	SIGNAL INTERCONNECTI ON	5/10/2000
292833	CITY OF CHARLOTTE NORTH CAROLINA	ACTIVE	WALKWAY	9/20/2016
338696	CITY OF CHARLOTTE	ACTIVE	WALKWAY	8/3/2020
33182	DAVIDSON NC TOWN OF	ACTIVE	WIRE	10/20/1924
28033	ANCHOR COTTON MILLS	ACTIVE	WIRE	10/12/1916
18277	SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY	ACTIVE	WIRE	5/24/1985
36957	WASHAM J M	ACTIVE	WIRE	3/31/1930
298769	TOWN OF CORNELIUS	ACTIVE	WIRE	10/29/2018
293430	TOWN OF HUNTERSVILLE AND ELECTRICITIES OF NORTH CAROLINA	ACTIVE	WIRE	1/5/2017

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28217	TOWN OF HUNTERSVILLE	ACTIVE	WIRE	1/12/1917
294973	THE TRUSTEES OF DAVIDSON COLLEGE	ACTIVE	WIRE	8/14/2017
146622	PSNC ENERGY	ACTIVE	PIPE - NATURAL GAS	12/5/2001
12114	CSX TRANSPORTATION INC.	ACTIVE	TRACK - OPERATION	4/24/1986

List of Partially Assigned Agreements

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64056	DUKE POWER COMPANY	ACTIVE	WIRE	3/6/1908
159883	AMERICAN TELEPHONE AND TELEGRAPH COMPANY	ACTIVE	WIRE	3/15/1988
165812	PSNC ENERGY	ACTIVE	PIPE - NATURAL GAS	12/19/2005
165345	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	8/26/2005
291246	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	4/5/2016
289523	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	9/1/2015
340989	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	7/29/2021
337406	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	2/14/2020
162470	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	4/4/2005
299357	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	2/12/2019
341447	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	10/20/2021
165484	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	9/30/2005
299155	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	2/6/2019
293724	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	3/7/2017
1000925	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	3/11/2022
1005895	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	10/11/2023
203056	NC DOT RAIL SECTION	ACTIVE	CROSSING WARNING DEVICES	11/24/2009
200250	NC DOT RAIL SECTION	ACTIVE	CROSSING WARNING DEVICES	6/30/2009
141027	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	10/6/1977
141406	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	10/28/1980
75713	DUKE POWER COMPANY	ACTIVE	WIRE	3/24/1999
23376	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	6/27/1997
24367	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	8/23/1997
72657	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	3/23/1998
73819	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	8/19/1998

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24161	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	WIRE	4/16/1997
24564	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	10/23/1997
24609	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	WIRE	10/23/1997
143206	DUKE ENERGY	ACTIVE	WIRE	7/31/2000
23083	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	5/21/1997
141032	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	3/18/1977
141210	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	4/12/1976
141043	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	4/7/1977
23113	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	6/11/1997
144872	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	2/7/2001
145377	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	4/5/2001
141044	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	6/7/1977
75982	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	3/30/1999
162334	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	2/15/2005
275559	DUKE POWER COMPANY	ACTIVE	WIRE	7/8/1992
275774	DUKE POWER COMPANY	ACTIVE	WIRE	5/6/1988
275579	DUKE POWER COMPANY	ACTIVE	WIRE	8/20/1971
275566	DUKE POWER COMPANY	ACTIVE	WIRE	5/2/1972
275466	DUKE POWER COMPANY	ACTIVE	WIRE	9/7/1977
275462	DUKE POWER COMPANY	ACTIVE	WIRE	2/11/1988
275479	DUKE POWER COMPANY	ACTIVE	WIRE	8/15/1979
275488	DUKE POWER COMPANY	ACTIVE	WIRE	1/27/1976
275525	DUKE POWER COMPANY	ACTIVE	WIRE	5/8/1990
275552	DUKE POWER COMPANY	ACTIVE	WIRE	3/29/1995
275402	DUKE POWER COMPANY	ACTIVE	WIRE	5/5/1966
275527	DUKE POWER COMPANY	ACTIVE	WIRE	5/28/1968
275472	DUKE POWER COMPANY	ACTIVE	WIRE	12/3/1968
275568	DUKE POWER COMPANY	ACTIVE	WIRE	12/10/1974
275589	DUKE POWER COMPANY	ACTIVE	WIRE	7/8/1987
277108	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	9/12/1969
277589	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	1/17/1973
278231	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	6/2/1972

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278572	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	11/26/1996
278664	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	6/12/1992
278653	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	6/30/1988
278665	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	7/19/1991
278678	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	9/29/1992
276809	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	2/6/1979
278677	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	12/10/1992
276807	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	2/6/1979
278656	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	7/31/1986
278680	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	4/18/1996
278274	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	11/24/1971
278602	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	4/24/1996
278651	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	1/12/1993
278675	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	2/27/1990
278660	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	3/9/1987
278603	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	4/25/1996
277360	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	11/28/1973
278463	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	10/1/1970
278576	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	1/6/1995
278581	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	8/22/1989
278065	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	1/12/1989
277661	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	4/5/1967
277662	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	4/5/1967
278060	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	12/13/1994
278574	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	11/10/1995
278571	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	10/30/1996

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278580	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	4/22/1988
278507	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	3/19/1970
277961	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	10/6/1975
278072	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	10/1/1991
278561	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	1/9/1990
278562	SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY	ACTIVE	WIRE	1/25/1990
1000821	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	2/11/2022
286469	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	7/14/2014
297491	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	7/12/2018
335084	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	10/3/2019
1000989	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	10/26/2021
286451	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	6/13/2014
290270	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	12/2/2015
295508	BELLSOUTH TELECOMMUNICATIONS LLC	ACTIVE	CABLE - FIBER OPTIC	11/7/2017
288711	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	6/3/2015
288871	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	6/25/2015
171197	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	4/2/2007
289175	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	7/29/2015
240190	AT&T NORTH CAROLINA	ACTIVE	CABLE - TELEPHONE	11/7/2011
290725	AT&T NORTH CAROLINA	ACTIVE	CABLE - TELEPHONE	2/4/2016
174858	AT&T NORTH CAROLINA	ACTIVE	WIRE	6/23/2008
24167	DUKE POWER COMPANY	ACTIVE	WIRE	4/14/1997
162413	DUKE POWER COMPANY	ACTIVE	WIRE	2/24/2005
71247	DUKE POWER COMPANY	ACTIVE	WIRE	7/11/2007
288476	PSNC ENERGY	ACTIVE	PIPE - NATURAL GAS	5/6/2015
159446	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	12/27/1995
159484	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	7/12/1994
159531	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	4/16/1997

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159534	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	9/16/1996
159959	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	7/24/1989
159498	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	3/31/1994
160006	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	2/22/1988
159910	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	6/13/1989
159960	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	4/14/1989
160027	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	10/6/1986
159991	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	2/8/1989
178249	NC DOT RAIL SECTION	ACTIVE	CROSSING WARNING DEVICES	6/16/2008
295626	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	ACTIVE	CROSSING WARNING DEVICES	1/11/2017
294270	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RAIL DIVISION	ACTIVE	CROSSING WARNING DEVICES	3/22/2016
190039	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	3/23/1972
190086	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	7/8/1968
190167	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	5/16/1966
190169	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	5/16/1966
190034	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	11/12/1973
190196	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	10/11/1962
190094	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	2/22/1968
190099	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	11/18/1967
190195	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	11/27/1962
190236	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	9/22/1966
190113	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	3/28/1967
190063	PIEDMONT NATURAL GAS COMPANY INC	ACTIVE	PIPE - NATURAL GAS	4/21/1969
252095	DUKE POWER COMPANY	ACTIVE	WIRE	6/3/1966
252101	DUKE POWER COMPANY	ACTIVE	WIRE	1/11/1979
252096	DUKE POWER COMPANY	ACTIVE	WIRE	3/1/1988

Cust #	Other Party	Status	Document Type	Exec Date
252097	DUKE POWER COMPANY	ACTIVE	WIRE	3/10/1986
299381	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	3/21/2019
299336	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	3/12/2019
299270	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	3/1/2019
299582	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	4/9/2019
299583	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	4/9/2019
341501	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	10/28/2021
1003149	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	10/20/2022
1004294	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	10/20/2022
335006	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	10/8/2019
1006121	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	12/19/2023
252067	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	3/1/2012
340564	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	6/2/2021
291503	DUKE ENERGY PROGRESS LLC	ACTIVE	WIRE	4/18/2016
299974	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	4/3/2019
299975	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	4/9/2019
1001756	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	6/14/2022
298866	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	1/18/2019
299514	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	4/4/2019
337890	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	6/5/2020
299515	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	4/4/2019
337422	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	3/6/2020
341372	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	10/11/2021
341373	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	10/11/2021
334627	DUKE ENERGY CAROLINAS LLC	ACTIVE	WIRE	8/28/2019
168056	SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY	ACTIVE	WIRE	11/18/1988
166719	SOUTHERN BELL	ACTIVE	WIRE	1/10/1984
164206	SOUTHERN BELL	ACTIVE	WIRE	1/7/1984
166691	SOUTHERN BELL	ACTIVE	WIRE	5/31/1985
47441	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	5/5/1994
166020	NC DOT RAIL SECTION	ACTIVE	CROSSING WARNING DEVICES	11/10/2005
148571	NC DOT RAIL DIVISION	ACTIVE	CROSSING WARNING DEVICES	9/3/2002
169793	NC DOT RAIL SECTION	ACTIVE	CROSSING WARNING DEVICES	10/24/2006
207751	AT&T NORTH CAROLINA	ACTIVE	CABLE - FIBER OPTIC	4/11/2011

Cust #	Other Party	Status	Document Type	Exec Date
165557	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	WIRE	10/11/2005
151386	BELLSOUTH TELECOMMUNICATIONS INC	ACTIVE	CABLE - FIBER OPTIC	4/8/2003
47279	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	2/8/1989
148335	NC DOT RAIL DIVISION	ACTIVE	CROSSING WARNING DEVICES	8/1/2002
173043	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	12/13/1988
47310	NC DIVISION OF HIGHWAYS	ACTIVE	CROSSING WARNING DEVICES	1/13/1992
144333	TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	ACTIVE	PIPE - NATURAL GAS	4/4/1968
144332	TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	ACTIVE	PIPE - NATURAL GAS	1/8/1962
1013	TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC	ACTIVE	WIRE	7/22/1994
32767	CHARLOTTE NC CITY OF	ACTIVE	PIPE - WATER	11/12/1923
338180	DUKE ENERGY	ACTIVE	POLE	8/27/2020
1001514	DUKE ENERGY CAROLINAS LLC	ACTIVE	POLE	4/28/2022
24986	DUKE POWER COMPANY	ACTIVE	WIRE	12/4/1997

EXHIBIT C
NEW GATEWAY PSA

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale (this “**Agreement**”), dated this 14th day of September, 2024 (the “**Effective Date**”), is made by and between **NORFOLK SOUTHERN RAILWAY COMPANY** (“**NSR**”), a Virginia corporation, and **SOUTHERN REGION INDUSTRIAL REALTY, INC.**, a Georgia corporation, both entities together hereinafter called “**Seller**”, and the **CITY OF CHARLOTTE**, a municipality in the State of North Carolina, hereinafter called “**Purchaser**”. Purchaser and Seller are sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, NSR and Purchaser are parties to that certain Purchase and Sale Agreement dated as of March 26, 2024, concerning the purchase and sale of certain assets of a rail line designated by Seller as the “O-Line” located between a point of connection to be determined by the Parties situated in Charlotte, NC, near W 9th Street (at or about MP O-0.04) to Mooresville, NC at MP O-29.08 (the “**O-Line Agreement**”); and

WHEREAS, Seller and Purchaser desire to enter into this Agreement with respect to the purchase of certain property ancillary to the purposes of the O-Line Agreement;

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

1. **Recitals.** The recitals set forth above shall be incorporated into this Agreement as if fully set forth herein.

2. **Premises.** Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, subject to the terms and conditions hereinafter set forth, all of Seller’s right, title and interest in and to certain land and improvements of Seller located in the City of Charlotte, County of Mecklenburg, State of North Carolina, consisting of approximately 1.6 acres, more or less, together with (i) all servitudes, easements, appurtenances and hereditaments appertaining thereto, and (ii) all improvements, structures, landscaping, and appurtenances situated thereon, being located substantially as shown on **Exhibit “A”** attached hereto and made a part hereof (collectively, the “**Premises**”). Notwithstanding anything in this Agreement to the contrary, if the O-Line Agreement is terminated or closing of the transaction contemplated by the O-Line Agreement does not otherwise occur within the time prescribed by the O-Line Agreement, then this Agreement shall be terminated without need of further action by either Party.

3. **Purchase Price.** The purchase price for the Premises is **Seventeen Million Dollars (\$17,000,000)**.

4. **Survey.** The exact area of the Premises will be determined by a survey made by a registered land surveyor licensed in the State of North Carolina (the “**Survey**”). The Survey, which is subject to approval of Seller, shall be obtained by and at the sole cost of Purchaser. Purchaser shall arrange for the Survey and, within not more than fifteen (15) days from the Effective Date, shall furnish to Seller three (3) copies of the metes and bounds description describing the exact area to be conveyed, acceptable to Seller and to the officials responsible for recordation of deeds

in the County or City in which the Premises lie, for use by Seller in preparation of the deed, as set forth in Section 5, and other papers associated with the transaction contemplated by this Agreement. Without limiting the survey requirements that may be promulgated by Seller, the Survey shall show the location of all improvements, buildings, highways, streets, roads, railroads, rivers, lakes, creeks or other water courses, fences, encroachments, easements and rights of way on or adjacent to the land to be purchased and shall set forth the total number of square feet or acres contained within the Premises, together with a metes and bounds description of the Premises. Within a reasonable time after the Closing Date, Purchaser shall furnish to Seller three (3) prints of a survey plat.

5. **Type of Conveyance.** At Closing (as defined in Section 7), Seller shall convey all of its right, title and interest in and to the Premises to Purchaser by Quitclaim Deed, substantially in the form set forth in **Exhibit "B"** (Quitclaim Deed Form) attached hereto and made a part hereof, without covenants, representations, or warranties, subject to the following:

- (a) Local real estate taxes for the year of closing (but not any taxes that are in arrears) and subsequent years not yet due and payable; and
- (b) Applicable zoning laws and regulations; and
- (c) All easements, conditions, reservations, leases, licenses, and restrictions whether or not of record or that may be apparent by an inspection of the Premises; and
- (d) Reservation of an easement appurtenant for existing fiber optic lines, poles, pipes, wires, communications and signal facilities and facilities of like character (collectively, "**Fiber Facilities**") used in the operation of a railroad located on the Premises, in one or more locations on the Premises that are currently unknown to Seller or Purchaser with specificity, provided that Seller shall assume sole responsibility for remedying any interference with Purchaser's use of the Premises caused by or arising directly from the location of the Fiber Facilities on the Premises, including, if necessary in Purchaser's sole discretion, relocating one or more Fiber Facilities to a mutually agreed location on the Premises; and
- (e) Reservation of an easement for the installation, maintenance, operation, and removal of signal bridge footings at locations mutually agreed upon by Purchaser and Seller.

Seller represents that, to the best of Seller's knowledge, there are no rental, licensing agreements, or other occupancy agreements relating to the Premises to which Seller is a party.

6. **Title.** Seller and Purchaser shall deliver to the title company all such documents as are requested by the title company to effectuate the transaction herein, to allow the title company to issue an owner's policy of title insurance, and to allow the title company to have all pertinent documents recorded in the title company's reasonable discretion. Before the Closing Date, Purchaser may notify Seller of any exceptions to the title to the Premises included on the title commitment received from Purchaser's title company that Purchaser is unwilling to accept. If Seller receives such notice, Seller may remove or start the process of removing, but shall be under no obligation to remove, such exception at Seller's sole expense and provide notice (each, a "Title

Exception Removal Notice”) to Purchaser of such removal or process of such removal within three (3) days of receiving such notice. If Purchaser does not receive a Title Exception Removal Notice from Seller, Purchaser may elect to accept any such exceptions or terminate the Agreement. In the event that Purchaser terminates this Agreement, neither party shall have any further rights or obligations under this Agreement, except for those pursuant to Section 18(f). Unless waived by Purchaser, Purchaser shall have received by the Closing Date the title policy reasonably satisfactory to Purchaser.

7. **Closing.** The closing of the transaction contemplated by this Agreement shall be held at a mutually agreed upon location, date, and time, or by overnight mail, on or before September 9, 2024 (or such date as is mutually agreed upon between the Parties, the “Closing Date”) (the process described herein to occur on the Closing Date being “Closing”). At or before the Closing Date, as applicable in each case, the following items shall be effected:

- (a) Seller shall deliver to Purchaser the duly executed and acknowledged Quitclaim Deed conveying Seller’s right, title and interest in and to the Premises to Purchaser as provided in Section 5 hereof. If any mortgage or trust encumbers the Premises, Seller shall provide a deed or deeds of release to release the lien of any mortgage or trust that may encumber the Premises. If any judgment liens, other liens for the payment of money (other than mortgages and deeds of trust) or lis pendens encumber the Premises at Closing, Seller 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 and deliver to Purchaser or its title insurer (the “**Title Company**”) an indemnity agreement, in form and substances reasonably satisfactory to Purchaser, Seller, and Purchaser’s title insurer with respect to such liens or lis pendens.
- (b) Purchaser shall pay to Seller the Purchase Price by wire transfer of immediately available funds. Seller will provide Purchaser with wiring instruction prior to Closing.
- (c) General real estate taxes for the then-current year relating to the Premises and rents, water, sewer, or electric charges for applicable leases or other third party agreements that may be assigned, if any, shall be prorated as of the Closing Date and shall be so adjusted at Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuations. All special taxes or assessments accrued subsequent to the Closing Date shall be paid by Purchaser. All general taxes, assessments, and water, sewer, and electric charges in arrears on the Closing Date shall be paid by Seller. Seller has represented that there are no outstanding charges for taxes, water, sewer, and electric charges. However, to the extent that the Premises contain any property classified as operating property (and therefore, is not locally assessed by the applicable taxing authority of each county or city in which the applicable portion of the Premises is situated), then Seller shall continue to pay all sums applicable to the portions of the Premises deemed operating property

without pro-ratio or adjustment between the Parties, with Seller making the necessary adjustments to the next franchise tax return filed on the portion of the Premises deemed as operating property, and Purchaser paying any taxes, as may be applicable to Purchaser, that may become due and payable on and after the Closing Date after conveyance

- (d) Seller shall pay for the deed preparation, transfer taxes and Seller's attorney's fees.
- (e) Purchaser shall pay for all closing costs, taxes, recording and filing fees not otherwise set forth in subsection (d) above and Purchaser's attorney's fees.
- (f) Seller and Purchaser shall deliver to the Title Company all such documents as are requested by the Title Company to effectuate the transaction, to allow the Title Company to issue an owner's policy of title insurance and to allow the Title Company to have all pertinent documents recorded in the Title Company's reasonable discretion.

8. **Inspection Period.** (a) Purchaser and its employees and agents, until the sale contemplated herein has been completed or this Agreement has been terminated or has expired by limitation, shall have the right and permission, after the Effective Date, to enter upon the Premises or on any part thereof at all reasonable times for the purpose of inspecting, examining, and surveying the Premises, as well as making soil tests, borings, percolation tests and other necessary tests for engineering and planning for development and determination of surface, sub-surface and topographic conditions ("Geotechnical Conditions"). Purchaser shall not have the right to perform any invasive environmental testing unless Seller shall have first consented in writing to any such testing proposed in writing by Purchaser, which consent shall not be unreasonably withheld or delayed. Purchaser shall undertake all entry onto the Premises under this Section 8(a) in accordance with all applicable safety and insurance requirements of Seller and shall perform all activities with such care, diligence and cooperation with Seller as will avoid accident, damage or harm to persons or property and delays to or interference with operations of Seller. Purchaser will remove from the Premises all soil, fill, debris or other materials (whether solid or liquid) it displaces during Purchaser's investigation activities covered by Section 8(a), including any such material that is contaminated and/or potentially contaminated. Seller assumes no responsibility for any such material and shall not be a signatory on any waste manifests, bills of lading or other documentation concerning this material. Notwithstanding any other provision of this Agreement, and to the extent permitted by applicable law, Purchaser agrees to indemnify and hold Seller (which word, for the purposes of Section 8(a), shall be deemed to include any corporation controlling, controlled by or under common control with Seller, together with the officers, employees, agents and servants of any of them) harmless from and against any claims or liability for injuries to (including death of) persons or damage to or loss of property, real or personal, or expense in any manner connected with the undertakings under this Section 8(a) and at Seller's option to defend any lawsuit brought against Seller on account of any such claims and to pay any judgment against Seller resulting from any suit, whether or not any such claim, demand or suit purports to arise from the negligence of Seller or otherwise, including without limitation any mechanic's liens or claims that may be filed or asserted against the Premises by contractors, sub-contractors or materialmen performing such work for the Purchaser; provided, if Purchaser cannot provide for such indemnification under applicable law, Purchaser shall cause its agent(s) conducting activities under this Section 8(a) to provide such indemnification. Purchaser agrees to provide Seller with complete

copies of the results of the analyses of any samples taken from the Premises, along with maps depicting locations of such samples, and any reports generated using such data, at no cost to Seller. The immediately preceding sentence includes copies of any waste manifests, profiles, or characterization, as applicable, of impacted soil and/or groundwater removed from the Premises during the due diligence activities under this Section 8(a).

(b) If, as a result of Purchaser's inspection as provided in Section 8(a) or any other determination or analysis of the Premises, Purchaser discovers any Geotechnical Conditions concerning the Premises that render it unsuitable for Purchaser's purposes in Purchaser's sole discretion or reveal the existence of toxic/hazardous chemicals and waste substances, or the presence of asbestos, in such quantities as to give rise to possible liability under applicable federal, state or local environmental laws and regulations, Purchaser shall have fifteen (15) days after the Effective Date to furnish Seller with a written statement of such conditions affecting the suitability of the Premises for Purchaser's purposes or that give rise to possible liability under federal, state or local environmental laws and regulations. Seller shall have fifteen (15) days after receipt of such notice to remedy such conditions, but shall be under no obligation so to do, and if Seller declines to or fails to remedy such conditions within the prescribed time, or if Seller declines to give Purchaser permission to perform any environmental testing as provided in Section 8(a), then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate this Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event Purchaser terminates this Agreement pursuant to this Section 8(b), neither Party shall be liable to the other Party for damages on account of the termination.

9. **Real Estate Commissions.** Purchaser and Seller each represents to the other that no real estate commissions are due and owing to any third party with respect to the transactions contemplated by this Agreement. To the extent permitted by applicable law, each Party hereby agrees to indemnify and save harmless the other Party from and against any and all claims or liability for real estate commissions arising out of the transactions contemplated by this Agreement attributable to the indemnifying Party.

10. **Assignment.** This Agreement may not be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason; provided, however, upon prior notice to Seller, Purchaser may assign this Agreement, without consent of Seller, to another agency of Purchaser or to an agency or authority created pursuant to the North Carolina General Statutes to carry out public transit services within the greater Charlotte-Mecklenburg metropolitan area. Seller expressly reserves the right to assign or delegate all or any part of Seller's rights and duties hereunder with respect to all or any portion of the Premises to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031 (K)-1(g)(4).

11. **Disclaimers.**

- (a) Purchaser agrees to accept the Premises "as is, where is" and acknowledges that Seller has not made any express or implied representation or warranty with respect to the condition or suitability of the Premises, including, but not limited to, title, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated

substances, or other contaminants in the soil or improvements – whether known or unknown (referred to herein as “contamination of the Premises”) – and other physical characteristics. Purchaser shall perform at its own expense and rely solely upon its own independent investigation concerning the physical condition of the Premises (including, but not limited to, an environmental assessment) and compliance of the Premises with any applicable law and regulations, provided that nothing in this subsection (a) constitutes a condition precedent to closing.

- (b) Seller has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Purchaser concerning the Premises except as provided in the Owner’s Affidavit, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. Purchaser acknowledges that neither Seller nor any of its agents or representatives have made, and Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.
- (c) To the extent permitted by applicable law, Purchaser hereby agrees that, as of and after the Closing Date, Purchaser will protect, indemnify and hold harmless Seller from and against any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, cleanup and remedial action costs), judgments, and expenses (including, without limitation, attorney’s and experts’ fees and expenses) of every kind and nature suffered by, incurred by (whether voluntarily or by court or administrative order or direction) or asserted against Seller or Purchaser as a direct or indirect result of any hazardous materials, substances, wastes or other environmentally regulated substances located on, in or under the Premises that were caused or created by Purchaser, whether before or after Closing. Purchaser will not be responsible for any hazardous materials, substances, wastes or other environmentally regulated substances located on, in or under the Premises that were caused or created by Seller. This provision shall survive the Closing.

12. **Eminent Domain.** If, at any time prior to Closing, any action or proceeding is filed under which the Premises, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then, at the option of either Seller or Purchaser, (a) this Agreement shall be terminated or (b) this Agreement shall remain in full force and effect and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller’s right, title and interest in any proceeds received or which may be received by the taking, or a sale in lieu thereof, said option to be exercisable by either Party by delivering

to the other Party written notice of such exercise on or before the thirtieth (30th) day following the day on which the respective Party receives notice that such suit has been filed.

13. **Purchaser's Condition Precedent to Closing.** Purchaser's obligation and ability to close on this transaction is conditioned upon satisfaction of the following condition precedent:

- (a) Purchaser shall have received all necessary approvals from the Charlotte City Council, and all other government entities with authority over the Purchaser, to enter into this Agreement and consummate the transaction contemplated by this Agreement under all of the terms and conditions hereof.

14. **Subdivision.** In the event the conveyance of the Premises shall constitute a subdivision, and if as a prerequisite to the recording of such conveyance it shall become necessary to comply with applicable subdivision ordinances and regulations, Purchaser agrees that it will, with reasonable diligence, arrange and pay for the filing of any necessary plat with the appropriate authorities. Purchaser will 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. Seller agrees to execute such documents and plats as are reasonably necessary to accomplish such subdivision. All costs, expenses and attorney's 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 Purchaser, and Purchaser agrees that Purchaser will indemnify and save Seller harmless from any and all claims, demands, suits, costs or expenses arising or in any way growing out of any failure by Purchaser to fully comply with such subdivision ordinances and regulations.

15. **New and Undisclosed Agreements.**

- (a) Neither Party shall enter into a new agreement pertaining to the Premises between the Effective Date and either the Closing Date or the termination date of this Agreement without the written consent of the other Party.
- (b) To the extent permitted by applicable law, each Party shall defend, hold harmless and indemnify the other Party for any losses, claims, expenses, fees and costs arising in connection with any obligations or increased costs under any agreements related to the Premises that were (i) entered into by the indemnifying Party during the indemnifying Party's ownership of the Premises and (ii) in the case that any such agreement entered into by Seller is not disclosed to Purchaser by the Closing Date, provided that Seller's obligations under this Section 15(b) with respect to a given agreement shall not extend beyond the date a copy of such agreement is provided to Purchaser.

16. **Relocation Act.** Provided the transaction herein is consummated pursuant to this Agreement, Seller acknowledges and agrees that it will be fully compensated and is not entitled to any further assistance under the provisions of the Uniform Relocation Assistance and Real

Property Acquisitions Policies Act (42 U.S.C. § 4601, et seq), or any other federal, state or local law, ordinance or regulation requiring the provision of relocation assistance to persons displaced by action of public agencies, by reason of the transaction contemplated by this Agreement.

17. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered, or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below.

Seller:

Kristi Glahn
Director - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Purchaser:

City of Charlotte
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Attn: CATS CEO

With copies to:

Howard D. McFadden
Senior General Attorney - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, GA 30308

City of Charlotte
Charlotte Area Transit System
600 East Fourth Street
Charlotte, NC 28202
Attn: City Attorney - CATS

18. **Miscellaneous Provisions.**

- (a) This Agreement embodies the full understanding between the Parties concerning the transactions contemplated by this Agreement, as of the Effective Date, and cannot be varied except by the written agreement of the Parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the Parties hereto.
- (b) Time is of the essence of this Agreement.
- (c) All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both Parties hereto.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- (e) This Agreement shall not be effective or binding until fully executed by the Parties.
- (f) Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement, including without limitation all indemnifications and releases, will survive closing.
- (g) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- (h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (i) The Parties agree that this Agreement may be transmitted between them by facsimile machine or electronic mail. The Parties intend that faxed or scanned signatures shall constitute original signatures and that a faxed or electronically mailed agreement containing the signatures (faxed or scanned) of all the Parties is binding on the Parties.
- (j) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise one and the same Agreement.

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EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

NORFOLK SOUTHERN RAILWAY COMPANY

By: Krist B. Glahn
Print: Krist B. Glahn
Title: Real Estate Manager

SOUTHERN REGION INDUSTRIAL REALTY, INC.

By: Krist B. Glahn
Print: Krist B. Glahn
Title: Real Estate Manager

CITY OF CHARLOTTE

By: _____
Print: _____
Title: _____

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
[NS SIGNATORY]
[NS SIGNATORY TITLE]

SOUTHERN REGION INDUSTRIAL REALTY, INC.

By: _____
[NS SIGNATORY]
[NS SIGNATORY TITLE]

CITY OF CHARLOTTE

By:  _____
[CITY SIGNATORY]
[CITY SIGNATORY TITLE]

EXHIBIT A

ALL OF NORFOLK SOUTHERN'S RIGHT, TITLE AND INTEREST IN AND TO CERTAIN LAND AND IMPROVEMENTS LOCATED IN THE CITY OF CHARLOTTE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, CONSISTING OF APPROXIMATELY 1.6 ACRES, MORE OR LESS, TOGETHER WITH (I) ALL SERVITUDES, EASEMENTS, APPURTENANCES AND HEREDITAMENTS APPERTAINING THERETO, AND (II) ALL IMPROVEMENTS, STRUCTURES, LANDSCAPING, AND APPURTENANCES SITUATED THEREON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION TRACT 1 per recorded Map Book 74 Page 331

Being part of the Norfolk Southern Railway Company property located in Charlotte, Mecklenburg County, North Carolina.

BEGINNING at a rebar and cap found in the southern right of way of West Fourth Street (variable public R/W) per City of Charlotte property (MB 66 PG 70) having NAD 83(2011) grid coordinates N=544106.085', E= 1447679.27 combined scale factor 0.9998424421; Said beginning rebar and cap being S 45°31'38" E a distance of 186.12' from an existing rebar and cap.

Thence from said Point of Beginning along a curve turning to the left having an arc length of 38.48', a radius of 3145.25', and a chord bearing S 42°32'30" E a distance of 38.48' to an existing iron rod set; thence S 44°15'07" W a distance of 1353.81' to a chiseled X in a concrete headwall; thence N 45°59'11" W a distance of 42.50' to a chiseled X in concrete; thence along the eastern boundary line of Southern Region Industrial Realty Co. property (DB 2346 PG 471) N 44°26'03" E a distance of 158.23' to an existing #5 rebar; thence along the said property of Southern Region Industrial Realty Co. N 36°18'56" W a distance of 20.01' to an existing iron pipe; thence along the eastern boundary line of City of Charlotte property (DB 28621 PG 286, MB 26 PG 539) the next seven calls:

N 44°10'49" E a distance of 96.09' to an existing #5 rebar;

S 41°42'02" E a distance of 19.84' to an existing #5 rebar;

N 44°11'47" E a distance of 65.34' to an existing #5 rebar;

N 37°49'33" E a distance of 170.75' to an existing #5 rebar;

N 38°04'32" E a distance of 46.96' to an existing #5 rebar;

N 29°28'58" E a distance of 52.38' to an existing #5 rebar;

thence along a curve turning to the left having an arc length of 33.71', a radius of 342.95', and a chord bearing N 26°17'59" E a distance of 33.70'; thence along the southern boundary line of City of Charlotte property (DB 34035 PG 327, MB 66 PG 70) S 45°44'23" E a distance of 51.48' to an existing #4 rebar; thence N 44°15'41" E a distance of 735.55' to an existing rebar and cap thus the POINT OF BEGINNING containing an area of 61,881 square feet or 1.42 acres more or less as shown on NS Drawing Number RC-2024-17.

LEGAL DESCRIPTION TRACT 2 per recorded Map Book 74 Page 331

Being part of the Norfolk Southern Railway Company property located in Charlotte, Mecklenburg County, North Carolina.

BEGINNING at a #4 rebar found in the southern right of way of West Trade Street (variable public R/W) per Map Book 32 Page 338 having NAD 83(2011) grid coordinates N=544406.982, E=1448012.941 combined scale factor 0.9998424421; Said beginning #4 rebar being S 44°25'02" E a distance of 51.66' from an existing #4 rebar. Thence along the southern right of way of West Trade Street S 44°51'57" E a distance of 9.39' to an iron rod set; thence S 44°15'07" W a distance of 384.78' to a new iron rod set; thence along the northern right of way of West Fourth Street N 40°28'51" W a distance of 8.45' to an existing PK nail; thence along the eastern boundary line of City of Charlotte property (DB 24319 PG 421) N 44°06'27" E a distance of 384.15' to the POINT OF BEGINNING, containing an area of 3,423 square feet or 0.08 acres more or less as shown on NS Drawing Number RC-2024-17.

LEGAL DESCRIPTION TRACT 3 per recorded Map Book 74 Page 331

Being part of the Southern Region Industrial Realty Co. (Formerly Georgia Industrial Realty) property located in Charlotte, Mecklenburg County, North Carolina.

BEGINNING at a chiseled X found in the northern right of way of West Trade Street (variable public R/W) per Map Book 32 Page 338 having NAD 83(2011) grid coordinates N=544478.349, E=1448082.698 combined scale factor 0.9998424421; Said beginning chiseled X being N 49°38'01" E a distance of 100.10' from an existing #4 rebar; thence per Chesapeake Paper Stock Company record B-136, Mecklenburg County DB 2367 Page 447-452 dated September 1st, 1962, for the following calls: N 43°39'40" E a distance of 264.15' to a computed point; thence N 44°55'42" E a distance of 49.81' to a computed point; thence N 44°08'42" E a distance of 77.08' to a PK nail set along the southern right of way of West Fifth Street; thence with the right of way S 41°44'21" E a distance of 4.30' to a computed point; thence S 43°37'52" W a distance of 150.87' to a computed point; thence S 43°39'40" W a distance of 239.97' to a computed point along the northern right of way line of West Trade Street; thence along the northern right of way of West Trade Street N 44°48'40" W a distance of 6.12' to a chiseled X to the POINT OF BEGINNING, containing an area of 2,249 square feet or 0.05 acres more or less as shown as shown on NS Drawing Number RC-2024-17.

LEGAL DESCRIPTION TRACT 4 per recorded Map Book 74 Page 331

Being part of the Norfolk Southern Railway Company property located in Charlotte, Mecklenburg County, North Carolina.

BEGINNING at a chiseled X found in the northern right of way of West Trade Street (variable public R/W) per Map Book 32 Page 338 having NAD 83(2011) grid coordinates N=544478.349, E=1448082.698 combined scale factor 0.9998424421; Said chiseled X being N 49°38'01" E a distance of 100.10' from an existing #4 rebar; thence S 44°48'40" E a distance of 6.12' to a computed point, the POINT OF BEGINNING; Thence N 43°39'40" E a distance of 239.97' to a

computed point; Thence N 43°37'52" E a distance of 150.87' to a computed point along the southern right of way of West Fifth Street; Thence S 41°44'21" E a distance of 7.23' to a new PK nail set along the southern right of way of West Fifth Street. Thence S 44°15'07" W a distance of 390.36' to a new PK nail set along the northern right of way of West Trade Street. thence along the northern right of way of West Trade Street N 44°48'40" W a distance of 3.11' to a computed point, the POINT OF BEGINNING, containing an area of 2,005 square feet or 0.05 acres more or less as shown as shown on NS Drawing Number RC-2024-17.

EXHIBIT B
(Quitclaim Deed Form)

This instrument prepared by:

Return to:

Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, GA 30308

Grantee

STATE OF NORTH CAROLINA

NON-WARRANTY DEED

COUNTY OF MECKLENBURG

Excise Tax: \$32,980.00

THIS NON-WARRANTY DEED, made this _____ day of September, 2024, between FAE HOLDINGS NS, LLC, a Georgia limited liability company, Grantor, party of the first part, having an address of 289 South Culver Street, Lawrenceville, GA 30046-4805; the CITY OF CHARLOTTE, a municipality in the State of North Carolina, Grantee, with a mailing address of 600 East 4th Street, Charlotte, NC 28202, party of the second part, and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Norfolk Southern Railway), party of the third part:

W I T N E S S E T H:

THAT the said Grantor, for and in consideration of the sum of SIXTEEN MILLION FOUR HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$16,490,000.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does release, remise, convey, and quitclaim all of Grantor's right, title and interest, without representation or warranty as to the quality, nature or extent of Grantor's title, unto the said Grantee, its successors and assigns, the following described property.

ALL THAT piece or parcel of land situate, lying and being in the City of Charlotte, Mecklenburg County, State of North Carolina, and being more particularly described and depicted as follows, to wit:

SEE EXHIBITS A & B

TOGETHER WITH, and subject to, all conditions, restrictions, reservations, easements, licenses and leases, whether or not of record, to the extent affecting the property conveyed herein (collectively, the "Premises").

And the Grantor makes no warranty or representation, express or implied, as to the title to the property hereinabove described.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of Grantor.

TO HAVE AND TO HOLD said property, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever.

EXCEPTING AND RESERVING, unto Norfolk Southern Railway, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable easement on and under the Premises for existing fiber optic lines used by Norfolk Southern Railway in the operation of a railroad. Norfolk Southern Railway shall assume sole responsibility for remedying any interference to Grantee's use of the Premises caused by or arising directly from the existence of the fiber and/or associated facilities on the Premises, including, if necessary in Grantee's sole discretion, relocating the fiber and/or associated facilities (and the accompanying easement) to a mutually agreed location on the Premises.

EXCEPTING AND RESERVING, unto Norfolk Southern Railway, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable

easement for the installation and maintenance of signal bridge footings on and under the Premises as necessary at a location mutually agreed upon by Norfolk Southern Railway and Grantee.

FURTHER, Grantee shall take the property subject to the following covenants, which shall run with the land in perpetuity and bind the successors and assigns of Grantor and Grantee: i) the property conveyed herein shall not be used for residential structures, including without limitation homes, schools, nursing homes, recreational facilities and daycare centers, and (ii) use of groundwater at and beneath the property conveyed herein for any purpose other than for investigation, monitoring, or remediation of the groundwater or for extraction in conjunction with construction or excavation activities or maintenance of subsurface utilities shall be prohibited.

By execution of this deed, Norfolk Southern Railway agrees to the terms of this deed and the conditions and limitations acting upon the easements contained herein. Further, Norfolk Southern Railway agrees that to the extent any terms and conditions of the easements contained herein conflict with the grants of easement contained in that certain deed from Norfolk Southern Railway to Grantor, dated as of March 15, 2024, the terms and conditions of the easements contained herein shall control.

(Signature Page to Follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed, and its seal to be hereunto affixed and attested by its officers, thereunto duly authorized, the day and year first above written.

FAE HOLDINGS NS, LLC

BY: _____
Print: Kristi B. Glahn
Real Estate Manager

STATE OF GEORGIA)
)ss:
COUNTY OF _____)

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that the aforesaid individual is the Real Estate Manager of FAE Holdings NS, LLC and the foregoing instrument was signed by him/her, being authorized to do so, and that he/she voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official seal this _____ day of September, 2024.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

This instrument prepared by:
Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, Georgia 30308

IN WITNESS WHEREOF, Norfolk Southern Railway has caused these presents to be executed, and its seal to be hereunto affixed and attested by its officers, thereunto duly authorized, the day and year first above written.

NORFOLK SOUTHERN RAILWAY
COMPANY

BY: _____
Print: Kristi B. Glahn
Real Estate Manager

STATE OF GEORGIA)
)ss:
COUNTY OF _____)

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that the aforesaid individual is the Real Estate Manager of Norfolk Southern Railway Company and the foregoing instrument was signed by him/her, being authorized to do so, and that he/she voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official seal this _____ day of September, 2024.

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

This instrument prepared by:
Howard D. McFadden
Senior General Attorney
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, Georgia 30308

EXHIBIT A
Legal Description

EXHIBIT B
Survey

Proposed Site of New Gateway Platform in Charlotte, North Carolina



EXHIBIT E
INITIAL CHARLOTTE IMPROVEMENTS

NSR will construct an additional main track, necessary points of connections and/or necessary track upgrades, at the sole cost and expense of City including any cost of a diamond(s) across the tracks of CSX Transportation, consistent with the conceptual design plan shown below, or as modified by mutual agreement, and including the following:

1. An additional main track and necessary track upgrades from a new control point location at or near 376.5 to a point connecting with NSR mainline at or near 378.2, with appropriate crossovers.
2. Points of connection with the New Gateway Platform (at or near MP 377.7) and the Purchased O-Line (at or near MP 377.2).

[conceptual design plan located on following page]

EXHIBIT F
INITIAL O-LINE IMPROVEMENTS

- I. City will construct appropriate track, sidings and crossovers, at its sole cost and expense, for meet and pass locations for Commuter Rail Service and for the protection of Freight Rail Service on the Purchased O-Line, including the following:
1. Single track or double track from Atando Jct. (MP O-2.88), proceeding southwest on the Purchased O-Line, to the NSR mainline north of the Charlotte Gateway Station complex, at or near MP 377.2, including any cost of a diamond(s) across the tracks of CSX Transportation. If City elects to only build one track, City will construct CATS Passing Siding between MP O-0.27 and MP O-1.23.
 2. Derita Siding between MP O-4.20 and MP O-5.65.
 3. Harris Siding between MP O-8.0 – MP O-9.15.
 4. Croft Siding Extension between MP O-9.21 and MP O-11.0.
 5. Hambright Siding Extension between MP O-11.6 and MP O-14.0.
 6. Caldwell Siding between MP O-17.60 and MP O-19.20.
 7. Two Terminus Tracks at the northern end of the Purchased O-Line at or near MP O-22.42 .
 8. Single-track railroad north of MP O-14.0 to MP O-22.42, ensuring that there is no degradation with respect to right-of-way available at time of Closing Date on the property north of MP O-14.0.
 9. All tracks constructed adjacent to the Purchased O-Line must maintain a minimum track center spacing of fourteen feet (14’).
 10. In the event that the City replaces any bridges, culverts or other constraining structures on the Purchased O-line, this will be done in such a way to accommodate a second track and will not unreasonably interfere with NSR’s common carrier obligations and other Freight Rail Service pursuant to the Freight Easement.
- II. If City exercises either option in Section 20.2(b), the following will be constructed, at City’s sole cost and expense and in accordance with Section 20.2(b), to the extent these improvements fall within the portion of the Northern O-Line Segment that is subject to such exercise:
1. Two Mt Mourne Terminus Tracks between MP O-23.6 and MP O-24.76.
 2. Single-track railroad north of MP O-22.42 to northern terminus, ensuring that there is no degradation with respect to right-of-way available at time of Closing Date on the property north of MP O-22.42.

EXHIBIT G OPERATING SCHEDULE

Commuter Rail Service: Charlotte to Mooresville, North Carolina

Red Line Service - Approach 1

(2 trains midday for hourly service and evening trips)

	Southbound		Northbound	
Trainset	Depart	Arrive	Depart	Arrive
1	5:30	6:12	6:25	7:07
2	6:15	6:57	7:15	7:57
3	7:00	7:42	8:10	8:52
4	7:30	8:12	9:20	10:02
1	8:00	8:42	10:20	11:02
2	8:30	9:12	11:20	12:02
3	9:00	9:42		
4	10:10	10:52		
1	11:15	11:57	12:20	1:02
2	12:15	12:57	1:20	2:02
1	1:15	1:57	2:20	3:02
2	2:15	2:57	3:20	4:02
3			4:00	4:42
4			4:30	5:12
1	3:20	4:02	5:00	5:42
2	4:20	5:02	5:30	6:12
3	5:00	5:42	6:00	6:42
4	5:50	6:32	6:45	7:27
1	6:50	7:32	7:45	8:27
2	7:50	8:32	8:45	9:27
1	8:50	9:32	9:45	10:27
2	9:50	10:32	10:45	11:27
1	10:50	11:32	11:45	12:27

42 trips

1. This Exhibit includes the above Operating Schedules for Commuter Rail Service which add Commuter Rail Service frequencies between Charlotte, North Carolina, and Mooresville, North Carolina.
2. All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to City and NSR approval.

3. In accordance with Section 4.1(d) of the Agreement, City may at any time following the commencement of Commuter Rail Service, propose adjustments to commuter or commuter-related services on the Corridor on a frequency and Operating Schedule that it, in its sole discretion, determines.
4. The following terms and conditions shall apply to the operation of Special Trains and Excursion Trains, which NSR may permit from time to time as stated in Article 4 of this Agreement.

The rate of Special Trains and Excursion Trains as of July 1, 2024 shall be \$3,810.43 plus:

Trains Per Year	Rate Per Train
1 to 6	\$26.68
7 to 12	\$45.77
Over 12	\$68.56

Rate for Special Trains and Excursion Trains are based on the assumption that NSR will not furnish equipment or crews.

City will submit request for Special Trains and Excursion Trains in writing at least ten (10) business days prior to the proposed date of operations. City shall not allow Special Train or Excursion Train to run without the prior written agreement of NSR, on terms and conditions and with such proof of insurance and indemnification as are satisfactory to NSR. Special Trains and Excursion Trains shall not be entitled to dispatching preference. NSR shall have the right to reject any and all Special Trains or Excursion Train where such Special Train or Excursion Train would unreasonably interfere with NSR's performance of its common carrier obligations and Freight Rail Service pursuant to the Freight Easement. NSR agrees that the following Special Trains may be operated each year of this Agreement on mutually agreeable dates and times:

Event/holiday schedules to be determined by mutual agreement subject to the terms of this Agreement.

EXHIBIT H
NSR TRACKAGE RIGHTS AGREEMENTS

List of Freight and Passenger Trackage Rights Agreements held by other Rail Carriers on the Purchased O-Line:

None identified

EXHIBIT I
LIABILITY AND INSURANCE REQUIREMENTS FOR CITY CONTRACTORS

- A. Construction Contractors – The requirements in this section A are intended to provide protection to the Parties under contracts issued by City for construction services along the Purchased O-Line.

Where the total cost of any such construction project is less than \$50,000,000, the construction contractor must comply with the insurance requirements set forth in the then-applicable Special Provisions as contained in the “Public Improvement Projects Manual for Projects Which May Impact Norfolk Southern Railway Company,” as issued by NSR from time to time, unless NSR agrees, in its sole discretion, to modify or waive such insurance requirements on a case by case basis. For construction projects with a total cost greater than \$50,000,000, NSR shall provide insurance requirements for each construction project on a case by case basis.

- B. Maintenance or Other Contractors – The requirements below are intended to provide protection to the Parties under contracts issued by City for maintenance or other services along the Purchased O-Line.

1. Limits of Insurance

Type of Activity	Per occurrence / Aggregate
Maintenance or Other Services Within the ROW	\$10M/\$20M
Maintenance or Other Services Outside of ROW	\$2M/\$2M

2. The following other requirements shall apply to insurance policies obtained by such maintenance or other contractors:
- NSR and City must be included as an additional insured.
 - Contractor and its insurer must waive any right of recovery and right of subrogation against NSR.
 - There must be no exclusion for contractual liability to within 50 ft of a railroad property.
 - Policy must provide for cross liability of insureds and severability of interests of insureds.
 - Contractor coverage must be primary and non-contributory with respect to coverage carried by additional insureds.

EXHIBIT J
LIABILITY AND INSURANCE PROVISIONS FOR CITY OPERATOR CONTRACT

Section J.1: *[City Operator]* shall indemnify and save harmless the NSR Indemnified Parties (defined as NSR and NSR Users, and its or their parent company, affiliates, and any or all of their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns), irrespective of any negligence or fault of NSR, its employees, agents, or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any *[City Operator]* employee and for the loss of, damage to, or destruction to his or her property; but it is expressly understood and agreed that any labor furnished by NSR for and on behalf of *[City Operator]* under any provision of this City Operator Contract shall not be regarded for the purposes of this Section J.1 as employees of *[City Operator]*.

Section J.2: *[City Operator]* agrees to indemnify and save harmless the NSR Indemnified Parties, irrespective of any negligence or fault of NSR, its employees, agents, or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of, or property damage to (i) any person (other than an employee or agent of NSR in the course of his employment or agency, except when such employee or agent is a fare-paying passenger of *[City Operator]*) who is on a train (including private cars but excluding business cars of NSR) operated by or for the account of *[City Operator]*, (ii) any person (other than an employee or agent of NSR in the course of his or her employment or agency, except when such employee or agent is a fare-paying passenger of *[City Operator]*) at or adjacent to a passenger station used by *[City Operator]* who is there in connection with the passenger rail service for the purpose of boarding or detraining from a *[City Operator]* Train, meeting a *[City Operator]* Train, purchasing a ticket, making a reservation, or obtaining information about *[City Operator]*'s service or conducting business with *[City Operator]* (including a vendor from whom *[City Operator]* receives compensation) or passengers riding on a *[City Operator]* Train, or (iii) any person at or adjacent to a passenger station who is providing local transportation to or accompanying a person described in (ii) above; or (iv) any person described in the next two sentences; provided however, that NSR shall indemnify *[City Operator]* for injury to, death of, or damage to any person, other than an employee of *[City Operator]*, who is struck by improperly secured equipment or cargo of a NSR train operated on tracks at or adjacent to a passenger station. At stations that are used by *[City Operator]* and that are not used by NSR or by tenants of NSR, *[City Operator]* agrees to indemnify and hold harmless the NSR Indemnified Parties for injury to or death of, or property damage, to all persons other than NSR employees or agents for whom the *[City Operator]* is not responsible pursuant to (ii) above and persons accompanying or doing business with such NSR Employees or agents. At stations used jointly by NSR and *[City Operator]*, or in which NSR leases space to third parties, if any, *[City Operator]* agrees to indemnify and hold harmless the NSR Indemnified Parties for injury to or death of, or property damage to person who are at the station for a purpose directly related to *[City Operator]*'s use of the station (including person dealing with a lessee of City and/or a City Operator in that station) and including but not limited to those described in (i), (ii) or (iii) above, but excluding employees or agents of NSR in the course of their employment or agency, except when such employee or agent is a fare-paying passenger of *[City Operator]*.

Section J.3: *[City Operator]* agrees to indemnify and hold harmless the NSR Indemnified Parties, irrespective of any negligence or fault of NSR, its employees, agents or servants, or howsoever the

same shall occur or be caused, from any and all liability for, loss of, damage to or destruction of any locomotive, passenger car or any other property or equipment owned by, leased to, used by or otherwise in control, custody or possession of [City Operator]. [City Operator] agrees to indemnify and hold harmless, irrespective of any negligence or fault of the NSR Indemnified Parties, its employees, agents, or servants, or howsoever the same shall occur or be caused, for the cost (including any related fines or penalties) of clean-up of fuel oil that NSR demonstrates was spilled on NSR property from a [City Operator] locomotive or fuel oil spilled by [City Operator] or a contractor thereof while fueling a [City Operator] locomotive. [City Operator] further agrees to indemnify and hold harmless the NSR Indemnified Parties, irrespective of any negligence or fault of NSR, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for, loss of, or damage to property of third parties caused by fuel oil spilled by [City Operator] or a contractor thereof while fueling a [City Operator] locomotive.

Section J.4: [City Operator] agrees to indemnify and hold harmless the NSR Indemnified Parties, irrespective of any negligence or fault of NSR, its employees, agents and servants or howsoever the same shall occur or be caused, from any and all liability for injury to or death of any person and for loss of, damage to, or destruction of any property, other than persons and property for which NSR is responsible under Section J.5 hereof, if such injury, death, loss, damage, or destruction arises from or relates to (i) a collision of a vehicle or a person with a [City Operator] Train, or (ii) a collision of a derailed [City Operator] Train or any part thereof with any person, property, or object on or off the right-of-way.

Section J.5: NSR shall indemnify and save harmless City and City Operators, irrespective of any negligence or fault of City and/or City Operators, their respective agents, employees or servants, or howsoever the same shall occur or be caused, from any and all liability for injury to or death of any employee or employees of NSR (other than those employees traveling as passengers described in Section J.2 or a NSR employee who is struck by a [City Operator] Train or a as set forth in Section J.4), and for loss of, damage to or destruction of any property or equipment owned by, leased to, used by, or otherwise in control, custody, or possession of NSR or its employees Described above (including NSR cars operated in a [City Operator] Train), other than NSR property described in Section J.3 hereof on which fuel oil has been spilled, which arises from activities conducted by or for the account of [City Operator] pursuant to this City Operator Contract.

Section J.6: NSR shall indemnify and save harmless [City Operator], irrespective of any negligence or fault of [City Operator], their respective employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for injury to or death of any person or persons (other than those persons, employees or passengers for which [City Operator] are responsible as provided for in Sections J.1, J.2, and J.3 hereof) and from any and all liability for loss, damage or destruction to any property (other than property for which City or City Operators are responsible as provided in Sections J.1, J.2, and J.3 hereof) which arises from activities conducted by or for the account of NSR pursuant to this City Operator Contract.

Section J.7: In case suit shall at any time be brought against [City Operator] or any of the Norfolk Southern Railway Indemnified Parties asserting liability against which one agrees to indemnify and/or indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatsoever to the party sued, defend such suit and

indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued; provided, however, that the party being sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter provide all such information as may from time to time be requested. Each party shall furnish to the other all such non-privileged information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by these Sections J.1 to J.7 as such other party may from time to time reasonably request. Each party shall cooperate fully in the defense of claims for which the other party is responsible pursuant to these Sections J.1 to J.7 with respect to activities conducted pursuant to this City Operator Contract, including furnishing witnesses, documents, and other relevant information requested by the responsible party.

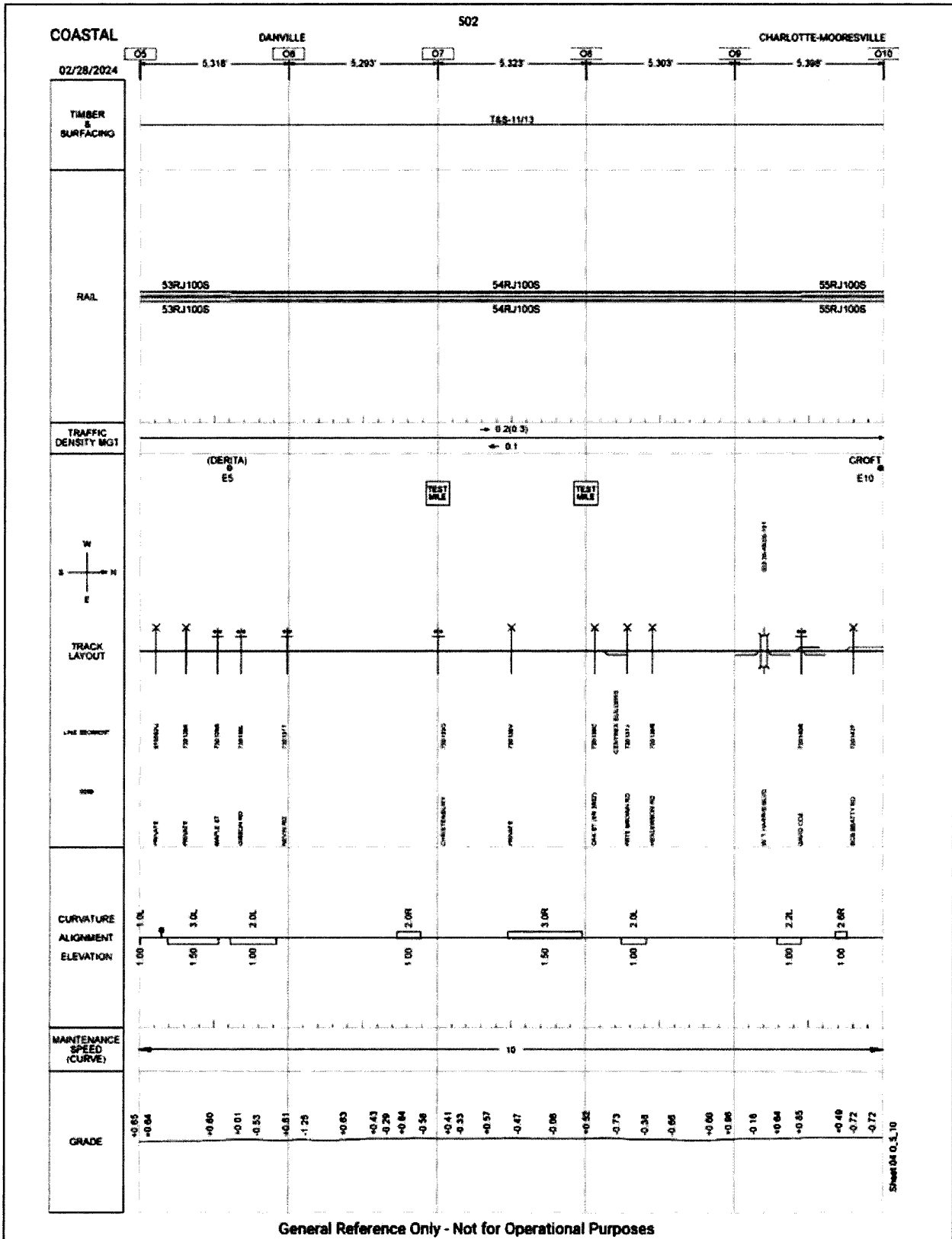
Section J.8: NSR AND [CITY OPERATOR] INTEND THAT, WHERE ONE PARTY IS TO INDEMNIFY THE OTHER FOR OPERATIONS PURSUANT TO THIS CITY OPERATOR CONTRACT, SUCH INDEMNITY SHALL APPLY IRRESPECTIVE OF ANY NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY AND WITHOUT REGARD TO STRICT LIABILITY OF THE INDEMNIFIED PARTY.

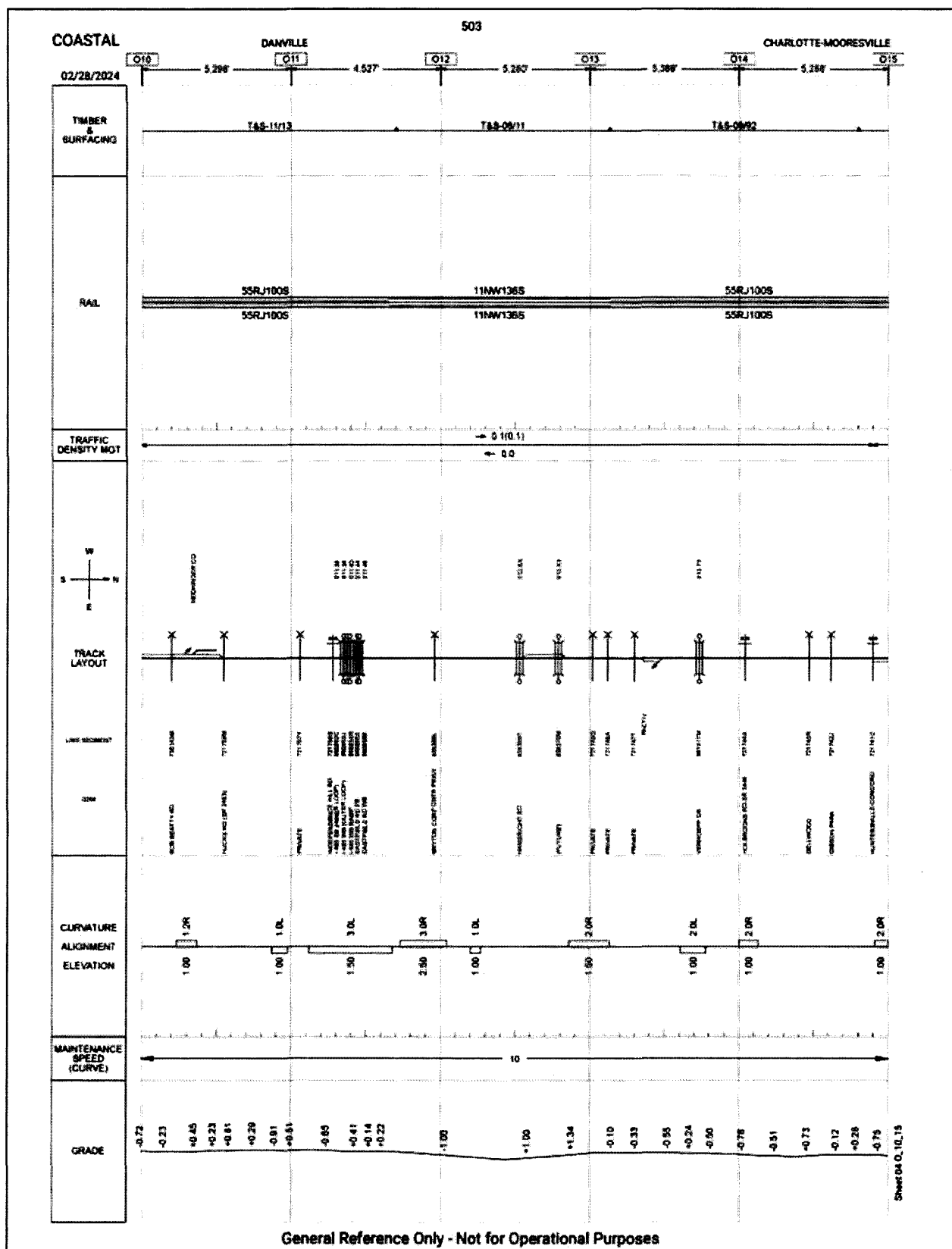
Section J.9: [City Operator] shall have liability insurance in an amount not less than the minimum amount required pursuant to Federal law for passenger service. The Parties acknowledge and agree that, as of the Effective Date, that amount is determined by Federal law, specifically 49 U.S. Code Section 28103. [City Operator] shall use commercially reasonable efforts to cause its insurance carriers to add NSR as an additional insured on all general liability policies covering [City Operator]'s operations on the Purchased O-Line. [City Operator] will require that NSR be added as an additional insured with [City Operator] with respect to operations by any third party utilizing [City Operators]'s services provided over the Purchased O-Line if [City Operator] requires that insurance be provided for it by such third party.

Section J.10: If at any time such [City Operator] fails to maintain the required insurance coverage, NSR shall have the right to immediately suspend the right of such [City Operator] to operate the applicable Commuter Rail Service, until such time that the default is fully cured. [City Operator] agrees that money damages alone would not be a sufficient remedy for a breach of Sections J.9 and J.10 by [City Operator] and, accordingly, that NSR shall be entitled to seek, in addition to any other remedies at law or in equity otherwise available to it, specific performance and injunctive relief as a remedy for any such breach, including, without limitation, the right to have the operating rights of [City Operator] suspended.

Section J.11: If the agreement to indemnify against the indemnified party's own negligence is invalid under the law applicable to enforcement of this City Operator Contract, then in that event a party's obligation to indemnify and hold harmless another party for the indemnified party's own negligence shall be reduced to the extent that any such injury, death, damage, or loss is proximately and directly contributed to or caused by the gross negligence of the indemnified party.

General Reference Only - Not for Operational Purposes



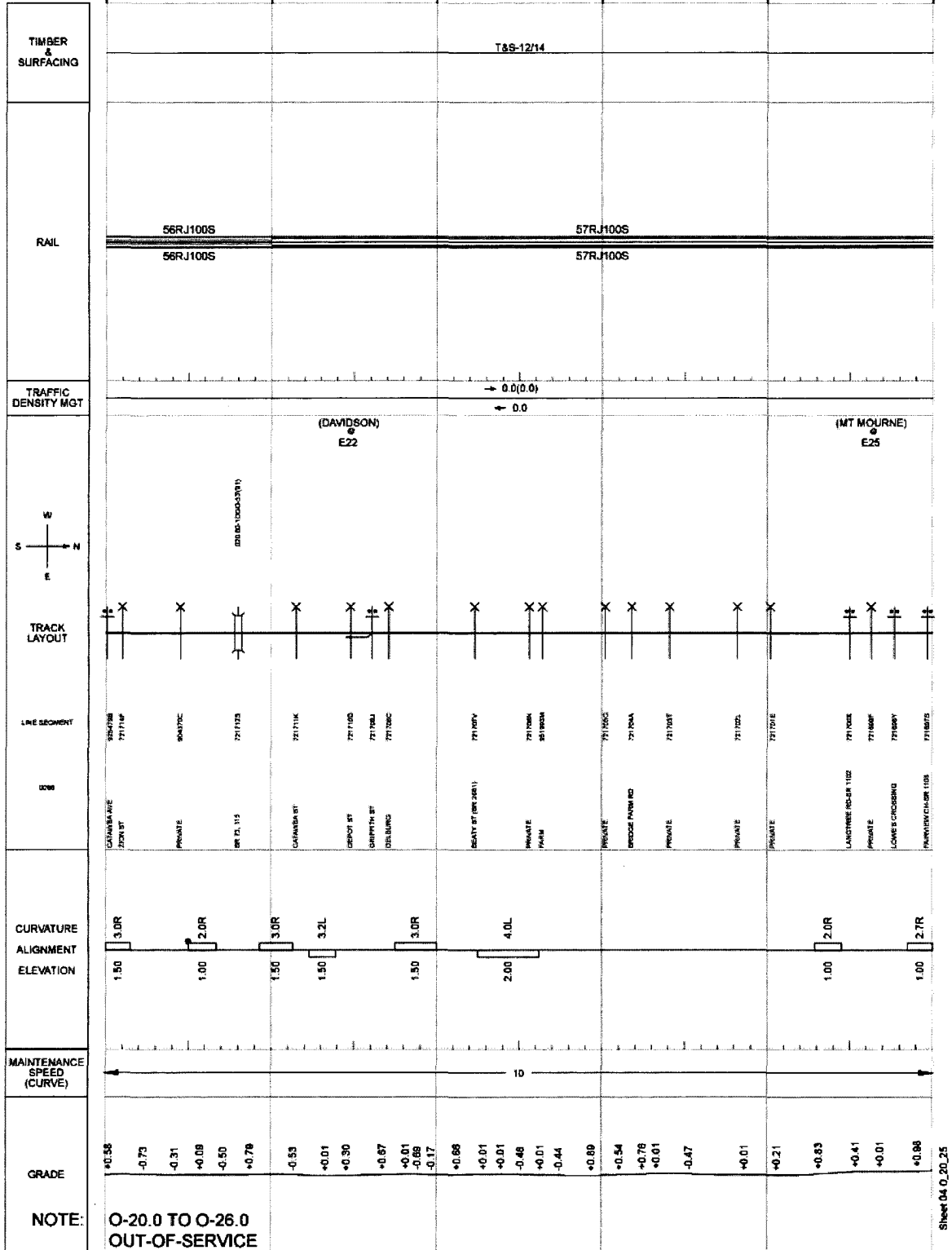


COASTAL

505

CHARLOTTE-MOORESVILLE

02/28/2024



Sheet 04 0.20_25

General Reference Only - Not for Operational Purposes

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57RJ100S

0.0

Notes

Grade	Number of Students
1	1.50
2	3.0R
3	3.2R
4	1.50
5	3.0R

10

+0.13	+0.01	-0.62	+0.87	+0.69	+0.42
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**O-20.0 TO O-28.0
OUT-OF-SERVICE**

Sheet 04 0_25_30

General Reference Only - Not for Operational Purposes

BLUE RIDGE

632

DANVILLE

MOORESVILLE BRANCH

MOORESVILLE

03/06/2024

TIMBER
&
SURFACING

RAIL

TRAFFIC
DENSITY MGT

W
S — N
E

TRACK
LAYOUT

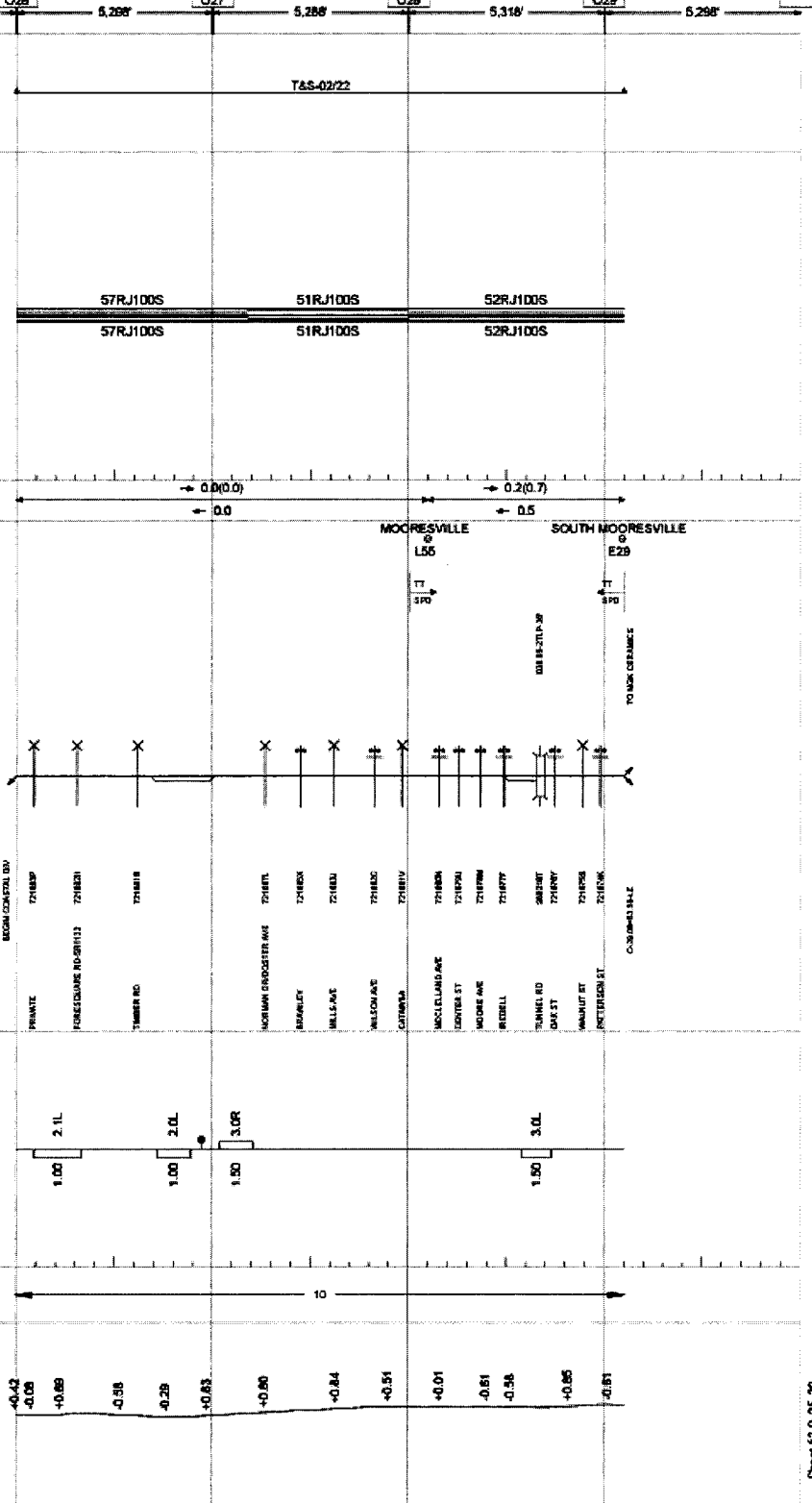
LINE SEGMENT

STATION

CURVATURE
ALIGNMENT
ELEVATION

MAINTENANCE
SPEED
(CURVE)

GRADE



General Reference Only - Not for Operational Purposes

[illegible]

K-8

[illegible]

L-1

future tracks. For concrete superstructures, the minimum vertical clearance shall not incorporate beam camber.