SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN AND AMONG
CSX TRANSPORTATION, INC., THE NORTHERN VIRGINIA AND POTOMAC AND
RAPPAHANNOCK TRANSPORTATION COMMISSIONS, AND
THE COMMONWEALTH OF VIRGINIA’S
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
PERTAINING TO CORRIDOR IMPROVEMENT PROJECT

This Second Amendment to the Memorandum of Understanding dated January 31, 2002, (“MOU”), as amended March 19, 2009, (“First Amendment to MOU”), entered into the _____ day of __________, 2013, is between and among the Potomac and Rappahannock Transportation Commission (“PRTC”) and the Northern Virginia Transportation Commission (“NVTC”), together the owners and operators of the Virginia Railway Express (“VRE”), CSX Transportation, Inc. (“CSXT”), and the Commonwealth of Virginia’s Department of Rail and Public Transportation (“DRPT”).

WITNESSETH:

WHEREAS, in the MOU, the VRE reaffirmed its commitment, first set forth in its 1995 operating access agreement with CSXT, and reaffirmed in its 2011 operating access agreement with CSXT, to implementation of a third mainline throughout the CSXT corridor between MP 53.2 (Olive) and MP 112.3 (CP Virginia Interlocking) (the “Corridor”), with the assistance of DRPT, by completing a set of capital improvements identified as the Corridor Improvement Project for the purpose of enhancing freight and passenger rail service in the Corridor; and

WHEREAS, DRPT was a party to the MOU because of its interest in promoting VRE commuter rail service as well as the augmentation of inter-city passenger service, particularly between Richmond, Virginia and Washington, D.C., and, as a result, DRPT has an interest in completing capital improvement projects beyond the aforesaid Corridor; and

WHEREAS, the MOU set forth the Corridor Task Force process whereby the parties, with the participation of others, would complete the Corridor Improvement Project, as well as projects within the CSXT right-of-way from MP 53.2 to Richmond, in phases by selecting, obtaining funding for, and constructing groups of one or more specific capital improvements, in return for which one or more specific passenger rail enhancements would be obtained; and

WHEREAS, Addendum A attached to the MOU set forth more specifics concerning the implementation of capital improvements and resulting passenger rail service enhancements, and identified in Exhibits A and B to Addendum A the Group 1 Interim Improvements and passenger rail service enhancements resulting therefrom, which capital improvements were modified by the First Amendment to MOU and which service enhancements included a round trip VRE train
(the “VRE Fredericksburg Train”) that, by agreement between DRPT and VRE, and with CSXT’s approval, was substituted for a DRPT contracted inter-city service train, along with a mid-day train operated by VRE on the rights-of-way of Norfolk Southern and CSXT since 1999 but discontinued by the VRE in 2005 (the “VRE Manassas Train”) which substitution was also by agreement between DRPT and VRE and with CSXT’s approval; and

WHEREAS, as described in the MOU, the parties have identified and agreed upon further improvements constituting parts of the Corridor Improvement Project, the schedule and means for the implementation of such improvements and the related passenger service enhancements; and

WHEREAS, by this Second Amendment to the MOU, the parties wish to set forth their mutual understandings with respect to the process for implementing the agreed upon improvements and the related passenger service enhancements;

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated in this Second Amendment to MOU, and the mutual undertakings and promises of the parties hereafter set forth, the VRE, DRPT, and CSXT agree as follows:

1. The MOU, as amended by the First Amendment to MOU, is further amended by this Second Amendment to MOU by the addition of a new Addendum B attached hereto and incorporated herein.

2. All other provisions of the MOU and the First Amendment to MOU not inconsistent with the foregoing amendments shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Second Amendment to the Memorandum of Understanding effective as of the
date aforesaid.

NORTHERN VIRGINIA AND POTOMAC
AND RAPPAHANNOCK
TRANSPORTATION COMMISSIONS,
owners of VIRGINIA RAILWAY
EXPRESS

___________________________________

Doug Allen
Chief Executive Officer
Virginia Railway Express

ATTEST:

____________________
Clerk

CSXT, INC.

____________________
Name: ___________________________

Title: ___________________________

ATTEST:

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DEPARTMENT OF RAIL AND PUBLIC
TRANSPORTATION

____________________
Jennifer Mitchell
Director

ATTEST:

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