

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

<b>THE COMMITTEE OF 100 ON THE</b>	)	
<b>FEDERAL CITY</b>	)	
	)	
	)	<b>Plaintiff</b>
	)	
<b>v.</b>	)	
	)	
<b>ANTHONY FOXX, Secretary of</b>	)	
<b>Transportation, et al.</b>	)	
	)	
	)	<b>Defendants</b>
	)	
<hr style="width: 45%; margin-left: 0;"/>	)	

**PLAINTIFF’S MOTION FOR A PRELIMINARY INJUNCTION**

**EXHIBIT 19**

## TERM SHEET AGREEMENT

This Term Sheet Agreement is entered into as of the 21<sup>st</sup> day of December, 2012, by and between CSX Transportation Inc., a Virginia corporation ("CSXT"), and the District of Columbia, a municipal corporation ("District" or "DC"), acting by and through the District Department of Transportation ("DDOT") pursuant to D.C. Official Code §§ 50-921.02, 50-921.04(1)(B), 50-921.04(4)(A), 50-921.05 (2012), by and through the undersigned.

1. 11<sup>th</sup> Street Bridge. DDOT and CSXT are, contemporaneously with execution of this Agreement, executing a State-Railroad Agreement for the remainder of the 11<sup>th</sup> Street Bridge project in the form attached hereto as Exhibit A ("Construction Agreement").
2. 12<sup>th</sup> Street Tunnel Extension. CSXT will revise its current plans for a rebuilt Virginia Avenue Tunnel to include an extension to the east side of 12<sup>th</sup> Street, SE, to be designed and built at CSXT's cost and expense.
3. CSXT's Occupancy Generally Below Virginia Avenue, SE. DDOT and CSXT are, contemporaneously with the execution of this Agreement, executing a permit in the form attached hereto as Exhibit B.
4. Temporary Construction Public Space Permit.
  - a. If applicable, DDOT shall issue to CSXT a public space permit ("Construction Public Space Permit") for the period during which CSXT undertakes the reconstruction of the Virginia Avenue Tunnel and related improvements including tracks, switches, signals, pipes, wires and other railroad improvements (collectively, the "Railroad Improvements").
  - b. CSXT shall commence the reconstruction work after the issuance of a record of decision (the "Record of Decision") issued in accordance with the National Environmental Policy Act ("NEPA"), but only if the Record of Decision selects one of three build alternatives currently described in that certain Draft Environmental Impact Statement dated September 7, 2012 (as the same may be amended, the "DEIS"), which is being prepared by DDOT and the Federal Highways Administration ("FHWA"), in lieu of selecting the "no build alternative" set forth in the DEIS.
  - c. The reconstruction work shall be completed, if undertaken, in accordance with the Record of Decision.
  - d. The Construction Public Space Permit shall allow CSXT to use and access the public space and right of way reasonably required by CSXT outside the area of CSXT's permanent rights in the Virginia Avenue, SE corridor for construction staging and related purposes during construction of the Railroad Improvements after issuance of the Record of Decision and subject to obtaining construction and related permits and approvals from other agencies of the District.
  - e. As pertains to the Construction Public Space Permit, no public inconvenience fees shall be assessed for the temporary occupancy of public space just east of 11<sup>th</sup> Street,

SE to the east side of 12<sup>th</sup> Street, SE that pertain to the extension of the Virginia Avenue Tunnel to the east side of 12<sup>th</sup> Street, SE.

- f. DDOT shall deliver the Construction Public Space Permit to CSXT promptly after issuance of the Record of Decision and delivery to DDOT of a fully-completed application for the Construction Public Space Permit.

5. Environmental Impact Statement ("EIS") Process. DDOT shall continue to provide oversight of the EIS process for the Virginia Avenue Tunnel Project as co-lead agency with FHWA. DDOT will partner with FHWA and CSXT to manage the EIS process under FHWA's *Every Day Counts* initiative and applicable federal law, which is designed to shorten project delivery, enhance project safety, and protect the environment.

6. Other Matters To Be Addressed Hereafter.

- a. CSXT and DDOT have agreed to address additional matters promptly after execution of this Term Sheet Agreement, the Construction Agreement and the permit described in Section 3, but in all events on or before January 31, 2013. Those matters include, but are not limited to, the matters identified below.
  - i. Credits to CSXT and DDOT.
  - ii. Parkside Bridge.
  - iii. Sewer-related costs and agreements.
  - iv. Anacostia Bridge (East).
  - v. Shepherds Branch.
  - vi. Barney Circle.
- b. CSXT and the DC Office of the City Administrator ("CA") have agreed to address the following matters as soon as possible, but in all events on or before January 31, 2013.
  - i. Permits and approvals (other than the Construction Public Space Permit addressed above in Section 3) for construction of the Virginia Avenue Tunnel Project.
  - ii. First Source and Certified Business Enterprises ("CBE") agreements.

The CA supports the purpose of this Term Sheet Agreement, and is joining this Term Sheet Agreement as pertains to this Section 6(b).


7. Counterparts. This Term Sheet Agreement may be executed by the parties in counterparts, which taken together shall constitute one written agreement by and between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Term Sheet Agreement as of the date first written above.

DISTRICT OF COLUMBIA, by and through the District  
Department of Transportation

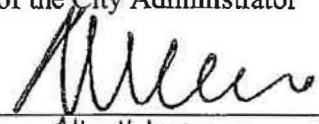
By: \_\_\_\_\_  
Name: Terry Bellamy  
Title: Director

CSX TRANSPORTATION, INC.

By:  \_\_\_\_\_  
Name: Louis E. Renjel, Jr.  
Title: Vice-President

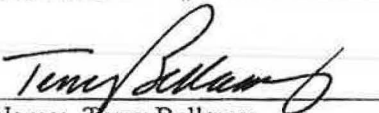
AGREED – ONLY AS TO SECTION 6(b)

DISTRICT OF COLUMBIA, by and through the  
Office of the City Administrator

By:  \_\_\_\_\_  
Name: Allen Y. Lew  
Title: City Administrator

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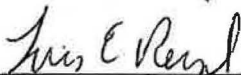
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