Railroad Use Only
NS File No. 1201118

NCRR File No. o_h-055+1258
AC:

SUPPLEMENTAL WIRELINE AGREEMENT

THIS SUPPLEMENTAL AGREEMENT between **NORTH CAROLINA RAILROAD COMPANY**, a North Carolina corporation, hereinafter styled "Company"; and **CITY OF DURHAM**, a North Carolina government entity, hereinafter styled "Licensee"; and **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, hereinafter styled "NSR";

WITNESSETH

WHERAS, Company, NSR, and Licensee entered into that certain Wireline Agreement dated the ninth day of March, 2012 (the "2012 Agreement"), concerning certain real property of Company whereby Company permitted the installation of three (3) electric power wires, encased within one of two (2) 1-inch diameter metal conduits, under and across the right of way or property and any tracks of Company, at Milepost H-055 plus 1,258 feet, Valuation Station 2818 plus 79, at or near Durham, Durham County, North Carolina (the "Facilities");

WHERAS, Licensee desires to modify and Company and NSR are willing to allow to show the installation of a 2-inch HDPE conduit to reinstall the power to the existing lighting circuit with one (1) junction box (the "New Facilities"), in, under and across the right of way or property and any tracks of Company, located at Milepost H-055 plus 1,258 feet, Valuation Station 2818 plus 79, at or near Durham, Durham County, North Carolina;

WHEREAS, Company, NSR and Licensee hereby enter into this Supplemental Wireline Agreement to cover the New Facilities;

NOW, THEREFORE, for and in consideration of the premises, the Agreement, and payment of an initial fee by Licensee to NSR of TWO HUNDRED AND NO/100 DOLLARS ($200.00), and also a one-time non-refundable fee to Company of ZERO AND 00/100 DOLLARS ($0.00) and of the covenants hereinafter made, Company does hereby permit and grant to Licensee insofar as Company has the right to do, without warranty and subject to all encumbrances, covenants and easements to which Company's title may be subject, the use and occupation of so much ground as may be necessary for the New Facilities. In the event that Licensee shall install additional cables in the future into conduits covered by the 2012 Agreement or this Supplemental Wireline Agreement, or any additional underground cables, a separate application will be required and, if approved, additional fees will be payable. This permit and grant to Licensee is made upon the following terms and conditions, to-wit:

THAT effective as of the _____ day of _____, 20_____, the parties hereto do mutually agree that the 2012 Agreement concerning the Facilities at **Durham, Durham County, North Carolina**, is modified to add the "New Facilities", as shown on prints of Drawings marked **Exhibit A1 and A2**, dated December 8, 2014, attached hereto and made a part hereof.

This Supplemental Agreement shall be supplemental to said Agreement and amends the same as herein provided, but not otherwise; and said Agreement, as herein amended, shall continue in effect until terminated as therein provided.

EXECUTED in triplicate, each part being an original, as of this _____ day of _____, 20_____.

COMPANY:
NORTH CAROLINA RAILROAD COMPANY

By:_____

Title:_____

LICENSEE:
CITY OF DURHAM

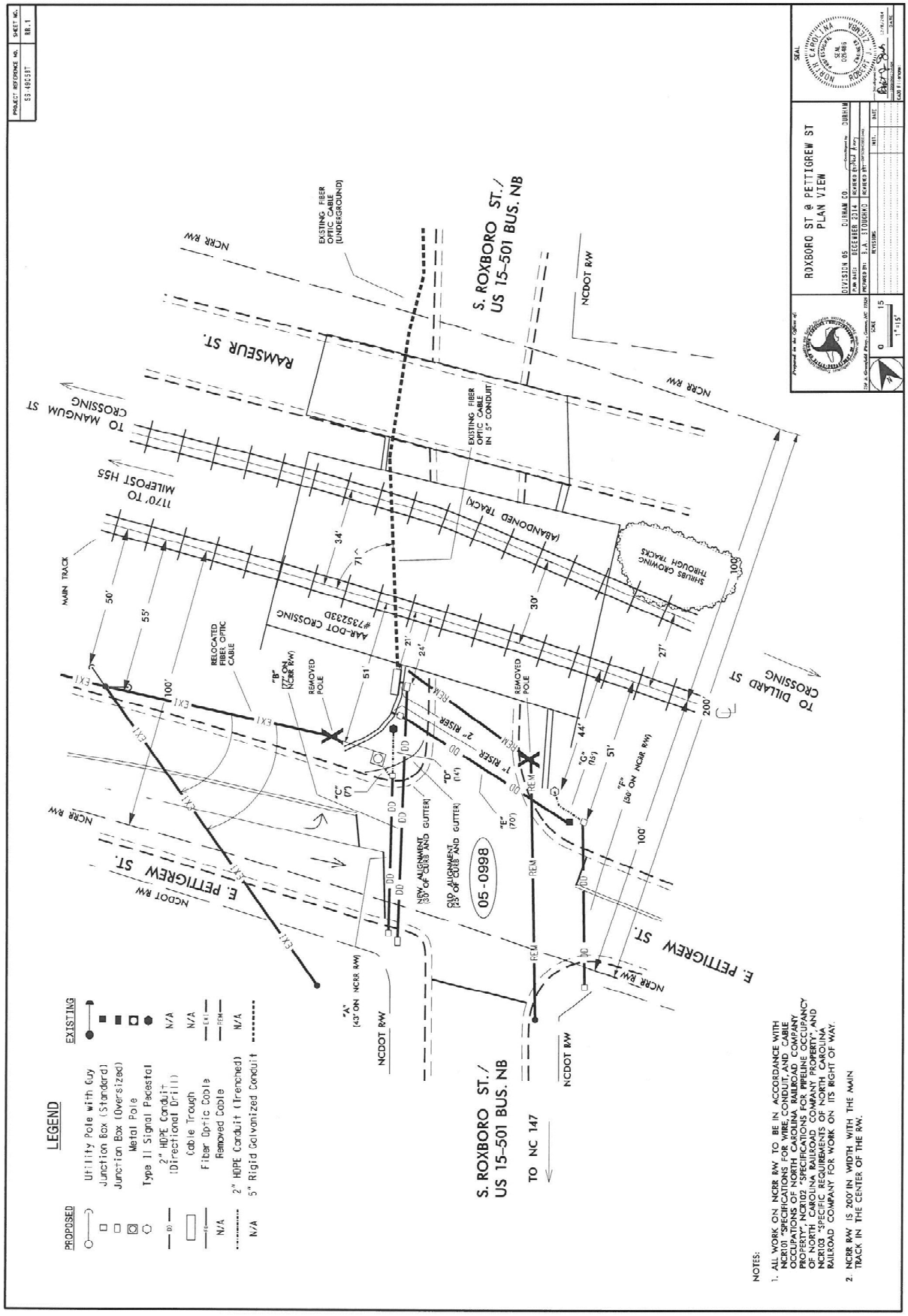
By:_____

Title:_____

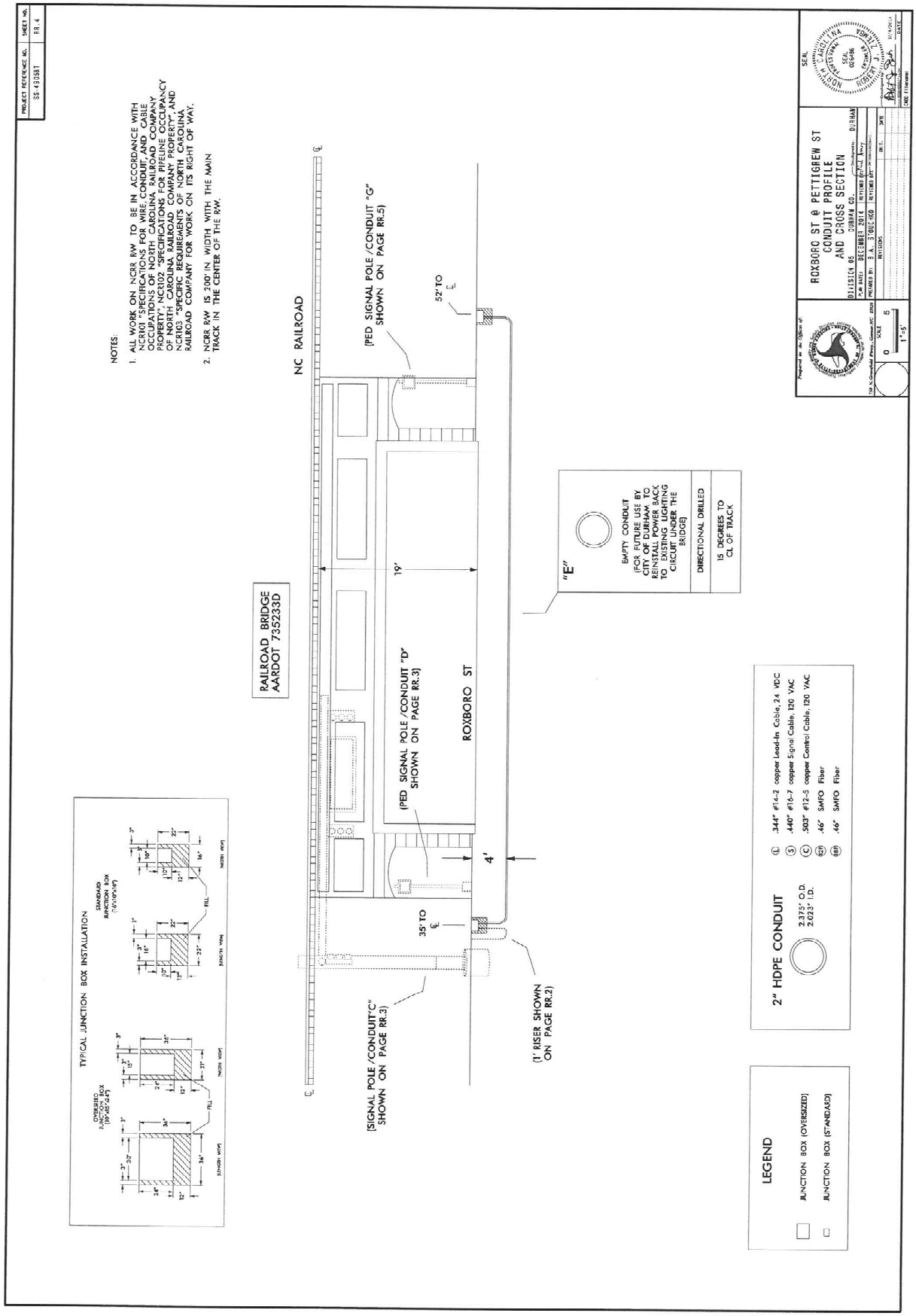
NSR:
NORFOLK SOUTHERN RAILWAY COMPANY

By:_____

Title:_____



Parcel Nos. 7, 7d, 7e, 7G, and 20 of V24 & V-24e/S-L14b



Parcel Nos. 7, 7d, 7e, 7G, and 20 of V24 & V-24e/S-L14b