

## AGREEMENT TO RELEASE PROPERTY CLAIMS

THIS AGREEMENT TO RELEASE PROPERTY CLAIMS (“Agreement”) is made and entered into this \_\_\_ day of [INSERT DATE], by and between [INSERT PROPERTY OWNERS] (“Owner”), and Norfolk Southern Railway Company and Norfolk Southern Corporation (collectively, “Company”).

### W I T N E S S E T H   T H A T:

WHEREAS, Owner has chosen to participate in the Value Assurance Program (“VAP”) for Owner’s real property generally known as [INSERT ADDRESS], [CITY], [COUNTY], [STATE], being Tax Map No. [INSERT TAX BLOCK AND LOT] and Permanent Parcel No. [INSERT NUMBER], (the “Eligible Property”), and

WHEREAS, in connection with the same, the parties hereto desire to enter into this Agreement relating to the release of real property claims (as defined in Paragraph 3 below) that Owner may have against Released Parties (as defined in Paragraph 4 below) arising out of or relating to the February 3, 2023 train derailment in East Palestine, Ohio; the chemical release, fire, emergency response, clean-up, remediation, shelter-in-place and evacuation in and around East Palestine, Ohio following the February 3, 2023 train derailment; and the February 6, 2023 controlled release (collectively, the “Incident”).

NOW, THEREFORE, in consideration of the payment to be provided to Owner under the terms of the VAP as set forth in Paragraph 1 below, the mutual promises made herein, and other valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. Company shall pay Owner the amount of \$\_\_\_\_\_ (the “VAP Payment”).
2. Owner acknowledges that Owner has read and understands the terms of participation in the VAP, as set forth on the VAP website, at <https://nsmakingitright.com/homevalues/>, as of the date of this Agreement.
3. The VAP Payment reflects full satisfaction of any and all amounts to be paid to Owner related to any and all diminution in value of real property of any kind whatsoever on or near the Eligible Property allegedly arising out of or relating to the Incident. Accordingly, Owner, for himself or herself, and his or her

predecessors, successors, heirs, assigns, guests, invitees, current or future relatives, spouses or children, and all persons acting by, through, or in concert with them, agrees to unconditionally, absolutely, and irrevocably fully and forever release, acquit, covenant not to sue, and discharge Released Parties from any and all claims, actions, legal or administrative complaints, causes of action (in law or equity), suits, debts, liens, liability (including all direct and/or indirect liability), demands, damages, losses, costs, or expenses of any kind whatsoever, known or unknown, that Owner now has against Released Parties for any and all damages of any kind whatsoever to the Eligible Property arising out of or relating to the Incident, including relating to environmental conditions on or near the Eligible Property, from any associated environmental investigation, from any environmental remediation and restoration activities on or near the Eligible Property, and/or from any diminution in value of the Eligible Property arising out of or relating to environmental conditions at, on, in, under or near the Eligible Property. The parties acknowledge and agree that Owner is releasing real property claims only, as defined in this Paragraph. For avoidance of any doubt, Owner is not releasing, through this Agreement, any personal injury, emotional distress, medical monitoring, inconvenience, loss of enjoyment, annoyance, or loss of use claims allegedly arising out of or relating to the Incident.

4. Released Parties means Norfolk Southern Railway Company and Norfolk Southern Corporation (collectively defined above as “Company”), and, to the same extent as if expressly named, their respective parents, subsidiaries and affiliated companies, their leased and operated lines, and all other persons, firms and corporations, all of the respective predecessors, successors, assignees, lessors, officers, directors, agents, contractors, subcontractors, attorneys, insurers, and employees of the aforesaid, past, present and future, as well as their heirs and legal representatives; any other manufacturers, owners, lessors, lessees, shippers, and consignees of the rail cars and products involved in the Incident; the manufacturers, installers, and designers of the rail track or other railroad equipment associated with the Incident; the Association of American Railroads; any persons, business entities, and agencies that assisted in or supported the emergency response, remediation, air monitoring, soil monitoring, water monitoring, and clean-up activities associated with the Incident, including the activities of private, public, and governmental agencies, entities and authorities, whether federal, state, county or local, their employees, officers, agents, members, and volunteers; and any owners, lessors, and lessees of any other real property located at the site of the Incident.

5. Owner warrants and represents that Owner is the sole and absolute legal owner of the Eligible Property and the claims covered by this Agreement, including, for avoidance of any doubt, the release in Paragraph 3 above; that

Owner's claims have not been assigned, transferred, or disposed of in fact, by operation of law, or in any matter whatsoever; and that Owner has the full right and power to execute and deliver the release in Paragraph 3 and the other agreements contained herein.

6. Owner understands and acknowledges that there is pending class action litigation against Company arising out of the Incident, and it includes claims for property damage. See *In re: East Palestine Train Derailment*, No. 4:23-cv-00242 (N.D. Ohio). Owner understands and acknowledges that the operative First Amended Master Consolidated Class Action Complaint and Jury Demand in *In re: East Palestine Train Derailment*, filed August 14, 2023, which includes the names and contact information of interim class counsel, as well as a description of the putative classes, is publicly available for Owner's review on the VAP website, at <https://nsmakingitright.com/homevalues/>.

7. The parties understand and agree that this Agreement, and the existence of, and Owner's participation in, the VAP, is not to be construed as an allegation or an admission that any party has caused or is responsible for any environmental conditions on the Eligible Property. Nothing herein is intended or should be construed as a waiver of any party's rights to assert claims against entities other than Released Parties that are allegedly responsible for and/or are the proximate cause of any diminution in value of any kind whatsoever on or near the Eligible Property.

8. This Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of Owner and Company, and may not be modified except by a signed writing by the parties.

9. Any riders or addenda attached hereto are incorporated herein.

10. Owner acknowledges and agrees that Owner has read in full this Agreement; has had the opportunity to review its contents, meaning, and effects with legal counsel of their choice or has freely chosen not to exercise that opportunity; knows and understands this Agreement's contents, meaning, and effects; and executes this Agreement of Owner's own free, informed will.

OWNER

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[NAME]

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[NAME]

COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_