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Except as to the matters referred to in the preceding paragraph, Grantor hereby binds itself, its successors and assigns, that it is seized of said premises in fee, and has the right to convey same in fee simple, and that same is free from all encumbrances, including any lien of the First Mortgage of the former Seaboard Air Line Railroad Company or the First Mortgage of the former Atlantic Coast Line Railroad Company, and to fully warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against Grantor and its successors and assigns and all persons lawfully claiming or to claim the same or any part thereof.

Grantee hereby agrees, as a part of the consideration of this conveyance, to construct within one year from January 26, 1973, on the land hereby conveyed a warehouse containing a minimum of 30,000 square feet of floor space, and further agrees that, if the construction of said warehouse shall not have been completed within said period of one year (which said period of time shall be extended by any acts of God, strikes or force majeure), Grantor shall have the right and option to repurchase the property hereby conveyed, provided notice of intention to do so is given within ninety (90) days after the expiration of said one-year period, and upon receipt of notice from Grantor of its intention to exercise that right and option, Grantee further agrees to reconvey promptly the hereinabove described land to Grantor, its successors or assigns, in fee simple, free and clear of all liens and encumbrances to which said property may have become subject since its acquisition by Grantee, in which event Grantor, its successors or assigns, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to Grantee the amount of the purchase price hereof, being the sum of Thirty-Nine Thousand Seven Hundred Thirty-Eight and 60/100 Dollars (\$39,738.60), without interest.

Grantee, by acceptance of this deed, hereby agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building codes, subdivision covenants and restrictions, an adequate roof and surface drainage system from the parcel of land herein conveyed to the nearest drainage or storm sewer system in order to prevent the discharging of roof, surface and other drainage waters upon the right of way or lands and other facilities or properties of Grantor, its successors or assigns. The covenant of Grantee to construct and maintain such a drainage system shall be construed as a perpetual covenant running with the land herein conveyed, and shall be binding upon Grantee, its successors or assigns, or anyone claiming title to or holding said property through Grantee.

IN WITNESS WHEREOF Grantor has caused these presents to be duly executed and its corporate seal to be hereto affixed and attested by its Assistant Secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Donald C. Smith

John L. Garbade

SEABOARD COAST LINE RAILROAD COMPANY

By W. T. Price
President

Attest: W. J. Martin
Assistant Secretary

