

a minimum of 50,000 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 Twenty-Eight Thousand Eighty Dollars (\$28,080.00), 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.

The property hereinabove conveyed is subject to the lien of the First (formerly General) Mortgage made by the former Atlantic Coast Line Railroad Company, dated as of March 1, 1950, as supplemented and modified, under which mortgage United States Trust Company of New York is Corporate Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereby conveyed from the lien of said mortgage pursuant to the provisions of Section 6.01 of Article Six thereof.

The recitals of fact made herein are to be taken only as recitals made by Grantor and not by Trustee.

IN WITNESS WHEREOF Grantor and Trustee have caused these presents to be duly executed and their respective corporate seals to be hereto affixed and to be attested by their respective Assistant Secretaries, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Donald C. Smith

E. J. Auld

SEABOARD COAST LINE RAILROAD COMPANY

By

W. T. Bruce

President

Attest:

W. J. Martens

Assistant Secretary

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