

Linda Doggett, Lee County Clerk of Circuit Court

INSTR. # 2018000262032, Doc Type D, Pages 28, Recorded 11/7/2018 at 12:05 PM, Deputy Clerk ALUCKEY ERECORD

Rec Fees: \$239.50

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202
Purchase Price: \$5,379,000.00

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 1 day of November, 2018, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and Seminole Gulf Railway, L.P., a Delaware limited partnership, whose mailing address is 4110 Centerpointe Drive, Suite 207, Fort Myers, FL 33916, hereinafter called "Grantee", WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being in the Counties of Manatee, Sarasota, DeSoto, Charlotte, Lee, and Collier, State of Florida, hereinafter designated "the Premises," as generally shown on the maps in Exhibit A-1 and Exhibit A-2, described in Exhibit B, and more specifically shown on the map in Exhibit B-1, attached hereto and incorporated herein.

EXCLUDING and excepting unto Grantor, its successors and assigns, that parcel located at 2919 South Street, Fort Myers, FL, as shown on Exhibit A-3, attached hereto and incorporated herein, being retained by Grantor.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT to reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created.

NOTE: This Deed has been executed in duplicate for simultaneous recording in Sarasota, Manatee, Desoto, Charlotte, Collier and Lee Counties. All documentary stamp taxes have been paid and cancelled in Sarasota County.

Grantee acknowledges that the Land conveyed hereunder has been historically used for railroad industrial operations and other uses and is being conveyed for use only as industrial, commercial or non-residential property, Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Land for any purpose other than industrial or commercial purposes, and that the Land will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Land by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits (collectively the "Environmental Use Restrictions"). Notwithstanding the foregoing, the above restrictions shall not apply to any uses of the Land pursuant to occupancy agreements with Grantee at the time of conveyance from Grantor to Grantee. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Land for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Land, or any tracks located thereon, for the long distance or commuter transportation of passengers, other than passenger excursions or similar local use (the "Passenger Use Restrictions").

By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives and assigns shall abide by and be governed by this deed, including any Exhibits.

Grantee and Grantor agree and acknowledge that the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own the Land. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to the Land.

Said covenant(s) shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

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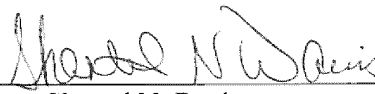
IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

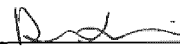
CSX TRANSPORTATION, INC.:



Regina A. Taylor Murphy

By: 

Name: Shantel N. Davis
Title: Vice President
Real Estate and Facilities



Donna J. Adams

Attest  (SEAL)

Secretary

Print Name: STEVEN ARMBRUST
ASST. CORPORATE SECRETARY