

DEED OF TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT DEED, made this ____ day of _____, 20____, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CITY OF GREEN COVE SPRINGS, a political subdivision of Florida, whose mailing address is 321 Walnut Street, Green Cove Springs, Florida 32043, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, a non-exclusive temporary access easement, on, over or across Grantor's property at Green Cove Springs, County of Clay, State of Florida, hereinafter designated "the Easement", which Easement is more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose of use during the construction of an overhead roadway bridge also known as DOT 976840F at or near milepost A-673.55. The term of this temporary access shall expire at the completion of the improvement project or three (3) years from date hereof, whichever first occurs.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easement is imposed for any and all existing and future purposes.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any and all existing agreements, occupancies, easements, encroachments, ways and servitudes, any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

1. Said bridge, highway or roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made between CSX Transportation, Inc., City of Green Cove Springs, and D.R. Horton, Inc. - Jacksonville dated _____, and the Plans for the said improvements, such Agreement and related Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.
2. Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said bridge project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Easement from flowing over Grantor's tracks and adjacent properties.
3. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easement, or otherwise damage the same in any way.
4. Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.
5. All road or highway structures shall be constructed, erected and maintained by Grantee, in, on or over the Easement to provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of existing tracks).
6. If, at any time, the Easement herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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.:

By: _____

Print Name: Christina W. Bottomley

Print Title: Head of Real Estate

Attest _____ (SEAL)

Secretary

Print Name: Michael S. Burns

This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, _____, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Christina W. Bottomley (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me by means of (X) physical presence or () online notarization first duly sworn, did make oath, acknowledge and say that: she is Head of Real Estate of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 20____.

_____(SEAL)
Notary Public
Print Name:
My commission expires on:

EXHIBIT A

Description of Easement at: Green Cove Springs, Clay County, Florida
To: City of Green Cove Springs
CSXT Deed File No.: 2022-7863

A portion of CSX Railroad, lying in Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established, with the Westerly right of way line of CSX Railroad, a 100 foot right of way as presently established; thence South $21^{\circ}54'49''$ East, along said Westerly right of way line, 1418.58 feet to the Point of Beginning.

From said Point of Beginning, thence North $68^{\circ}05'11''$ East, departing said Westerly right of way line, 100.00 feet to a point lying on the Easterly right of way line of said CSX Railroad; thence South $21^{\circ}54'49''$ East, along said Easterly right of way line, 300.00 feet; thence South $68^{\circ}05'11''$ West, departing said Easterly right of way line, 100.00 feet to a point lying on said Westerly right of way line of CSX Railroad; thence North $21^{\circ}54'49''$ West, along said Westerly right of way line, 300.00 feet to the Point of Beginning.

Containing 0.69 acres, more or less.