

THIS AGREEMENT: Made and entered into at Miami, Dade County, Florida on the 2nd day of January A.D. 1918 by and between the Chevelier Corporation, a corporation organized and existing under the laws of the State of Florida, party of the first part and the TAMAMI RAILWAY, a corporation organized and existing under the laws of the State of Florida, party of the second part.

WHEREAS: the Chevelier Corporation is the owner of certain lands lying and being in Monroe and Dade Counties, Florida, and the said Tamiami Railway has secured right-of-ways for the construction of a railroad through the property owned by the Chevelier Corporation and it is very essential that transportation be provided to and from the lands owned by the Chevelier Corporation.

WITNESSETH: That if the party of the second part shall well and truly perform the covenants hereinafter mentioned on its part to be made and performed, the said party of the first part hereby covenants and agrees to convey to the party of the second part, in fee simple, clear of all incumbrances whatsoever, upon the completion and operation of the railroad to be constructed and operated by the said Tamiami Railway from the City of Miami, Dade County, Florida to and across the properties owned by this Company, the following described lands:

All of Sections 1, 4, 5, 8, 9, 13, 16, 17, 20, 21, 25, 28, 29, 32 and 33 in Township 54 South, Range 34 East; also Sections 1, 4, 5, 8, 9, 13, 16, 17 and 25 in Township 55 South, Range 34 East; also Section 4 in Township 54 South, Range 31 East; also Section 1 in Township 56 South, Range 34 East; all the above described lands lying and being in Monroe County, Florida;

All Sections 7, 19 and 31 in Township 54 South, Range 35 East; also Section 7 in the North West quarter of Section 19, Township 55 South, Range 35 East; all the above described lands lying and being in Dade County, Florida:

And the said party of the second part hereby covenants and agrees to issue to the said first party, one thousand (1,000) shares of the capital stock of the said Tamiami Railway.

It is provided, however, that the said railway, constructed by the said Tamiami Railway, its successors and assigns, must be in operation within three (3) years from date hereof or these presents will be null and void and be of no effect whatsoever.

The said second party further covenants that they, their successors or assigns, will allow the above described lands to be crossed with roads, drainage canals or ditches, and should any or all of the above described lands be included in a special drainage district, that they, their successors or assigns, will not protest the forming and organization of such sub-drainage district.

IN WITNESS WHEREOF the parties hereof have caused these presents to be signed in their name, ~~made~~ by their Presidents and their Corporate seals to be affixed hereto, attested by their Secretaries at Miami, in the County of Dade and State of Florida, on the day and year first above written.

CHEVELIER CORPORATION

By \_\_\_\_\_  
President.

ATTEST: \_\_\_\_\_  
Secretary.

TAMIAMI RAILWAY

By \_\_\_\_\_  
President.

ATTEST \_\_\_\_\_  
Secretary.