

Return recorded copy to:

PLAT REL

Plat Book 152, Page 44

Planning and Development Management Division
Environmental Protection and
Growth Management Department
Governmental Center West
1 North University Drive
Building A, Suite 102
Plantation, FL 33324

Document prepared by:

Marla Neufeld, Esq.
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT
"A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH
WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.**

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

First Coast Energy, LLP, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the **Lyons and Sample Road** Plat, Plat No./Clerk's File No. **080-MP-91** hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on **November 3, 1992**, and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of March 20, 2018

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

CAF#358
Rev. 2015
31472476.2

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Approved BCC 3/20/18 #45
Submitted By EP&MS - PDMD
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1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. In the event that all the owners and/or mortgagees of property within the PLAT being amended are not parties to this Agreement, DEVELOPER hereby agrees to indemnify, defend, and hold COUNTY harmless from any claims or causes of action brought by owners and/or mortgagees of property within the PLAT as a result of this Agreement for Amendment of Notation on the Plat. This indemnification obligation shall run with the land and bind DEVELOPER's successors and assigns.
4. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Broward County Planning and Development Management Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

For the DEVELOPER:

First Coast Energy, LLP
7014 A C SKINNER PKWY STE 290
JACKSONVILLE FL 32256

5. RECORDATION; RUNS WITH THE LAND. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER's expense. This Agreement, including the benefits and obligations contained herein, shall run with the land and be binding on and inure to the benefit of DEVELOPER and its grantees, successors, heirs, and assigns holding title to, or otherwise having an ownership interest in, all or a portion of the PLAT.
6. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the state of Florida.

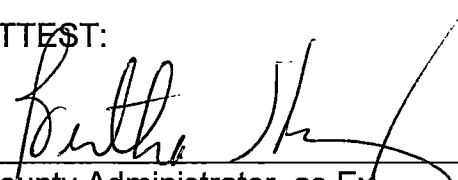
7. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

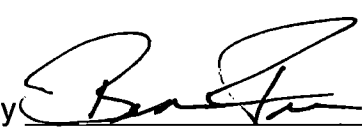
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 20th day of March 2018 and DEVELOPER, signing by and through its partner, duly authorized to execute same.

COUNTY

ATTEST:


County Administrator, as Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida


BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Mayor

25th day of April, 2018

Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968



By 
Assistant County Attorney
Benjamin D. Crego

09 day of April, 2018

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

FIRST COAST ENERGY LLP, a Colorado limited liability partnership

By: Petro Distributing Partners of Florida, LLC, a Delaware limited company

Lynn Kolbeck Besette
(Signature)

Print name: LYNN KOLBECK BESSETTE

[Signature]
(Signature)

Print name: Donna A. Miller

By [Signature]
(Signature)

Print name: Aubrey L. Edge

Title: Manager

Address: 7014 A.C. Skinner Parkway
Suite 290, Jacksonville, FL 32256

3rd day of May, 2018

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 3rd day of May, 2018 by Aubrey L. Edge, as manager of Petro Distributing Partners of Florida LLC, a partner of First Coast Energy, L.L.P., on behalf of the corporation/ partnership. He or she is:

- personally known to me, or
- produced identification. Type of identification produced _____

(Seal) 

My commission expires: 7/29/2019

NOTARY PUBLIC:
[Signature]
Print name: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Tract C of the Lyons and Sample Road Plat, Recorded in Plat Book 152, Page 44 of the Public Records of Broward County, Florida.

EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

This plat is restricted to 200,000 square feet of commercial use on Tract A and 8,000 square feet of commercial use (no restaurants) on Tract C

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

This plat is restricted to 200,000 square feet of commercial use on Tract A and service station/convenience store with 16 fueling positions on Tract C.

EXHIBIT "B" - CONTINUED**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.** **Expiration of Finding of Adequacy for Plat or Parcel without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building (excluding dry models, sales and construction offices) first inspection approval are not issued by **March 20, 2022**, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by **March 20, 2022**, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

 Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.