

Return recorded copy to:
Broward County Real Property
and Real Estate Development Division
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This Instrument Prepared by:
Austin M. Klaus
Marathon Petroleum Company LP
539 South Main Street
Findlay, OH 45840

PARCEL TAX ID NUMBER: A **Portion** of 504214-00-0240

SPECIAL WARRANTY DEED

This Special Warranty Deed made and executed the 18 day of September, 2024, by MPLX Terminals LLC, a Delaware limited liability company, whose address is 200 E. Hardin Street, Findlay, OH 45840, hereinafter called the Grantor, to Broward County, a political subdivision of the State of Florida, whose mailing address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the Grantee:

WITNESSETH, That the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell, convey and specially warrant unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of FLORIDA, to-wit:

See Exhibit "A" attached hereto and made a part hereof ("Premises").

TO HAVE AND TO HOLD, The same together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

This Special Warranty Deed is made subject to all covenants, conditions, restrictions, easements, right-of-way, reservations, and grants of mineral interests (including, without limitation, in and to oil and gas), and other matters, if any of record in Broward County, Florida.

This deed is also subject to the following reservations, restrictions, and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns, and all future owners of the Premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Premises (collectively, "Grantee", for purposes of these reservations, restrictions and conditions):

a. Grantee has accepted the Premises on an "as-is" basis and has assumed all responsibility and liability for the condition of or conditions on the Premises, including, but not limited to, the environmental condition of the Premises.

b. Grantee shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to, or arising out of the presence of any contamination at, on, under, or migrating from the Premises ("Release"). The Released Parties are hereby forever released from any and all such claims related to the Premises including, but not limited to, any and all claims and statutory causes of action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the state law equivalents of such acts, state and federal underground storage tank laws and regulations, and all other environmental laws and regulations, all as amended (collectively, "Environmental Laws"). The Release applies only to the Premises and does not apply to any adjacent property owned by Grantor or the Released Parties. Nothing herein affects any regulatory power of Grantee, including, but not limited to, Grantee's exercise of such regulatory power and enforcement of rules, regulations, laws, and ordinances relating to Grantee's regulatory authority as a governmental entity.

c. Grantor reserves the right to access the Premises if necessary to perform any environmental investigation or remediation activities at Grantor's adjacent Eisenhower Terminal, including any investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, active remediation, passive remediation, well installation, and well abandonment ("Activities"), and Grantee hereby grants Grantor, and its consultants, contractors, and agents an irrevocable license at no cost to Grantor to enter upon the Premises at any time from and after the date of closing to perform such Activities and to place and remove all necessary equipment and improvements on the Premises sufficient to perform the Activities at Grantor's adjacent Eisenhower Terminal. Grantor shall maintain its ownership or control of all such equipment placed on the Premises. Grantor shall provide Grantee with five (5) days' prior written notice before accessing the Premises to perform the Activities. Grantor shall use all commercially reasonable efforts to minimize any impacts to Grantee's intended use of the Premises during performance of the Activities. If Grantor takes any action or makes any omission that causes or results in damage to any improvements to the Premises or Grantee's personal property (collectively, "Grantee's Property"), Grantor shall, at its own expense, repair such damage or reimburse Grantee for the cost of such repair. Upon completion of the Activities, Grantor will restore Grantee's Property to its condition before the Activities. Grantee will have the right to review any work that will disturb Grantee's Property, and

Grantor will incorporate Grantee's reasonable comments thereto to the extent feasible in performing the Activities. Grantee agrees that, without prior written approval from Grantor, Grantee will not engage in any activity at the Premises which would interfere with, interrupt, or delay Grantor's performance of the Activities at the Premises. Grantee agrees to pay Grantor for the reasonable costs incurred by Grantor as a result of any such interference, including, but not limited to, costs to replace wells that are damaged or destroyed by Grantee's activities. Grantor will have the right to use and rely on any applicable commercial/industrial or risk-based cleanup/remediation criteria, standards, or guidelines in performing remediation at the Premises. Grantee agrees to cooperate with Grantor as reasonably necessary in Grantor's performance of the Activities, including providing express written consent for any institutional controls or other measures required in connection with any such commercial/industrial or risk-based remediation, including but not limited to the preparation, filing, and recording of a restrictive covenant running with the land in connection with the Premises, all subject to the review and approval of the Broward County Board of County Commissioners.

d. The use of the Premises shall be restricted solely to industrial/ commercial use.

e. The installation and/or existence of potable wells on the Premises is prohibited. The groundwater underneath the Premises shall not be used for any purpose whatsoever. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action.

NOTICE TO GRANTEE FOR GRANTOR'S ACCESS:

Chief Executive/Port Director
Port Everglades Department
1850 Eller Drive, Suite 604
Fort Lauderdale, Florida 33316
Email address: gwiltshire@broward.org

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

Approved by:

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor/Vice-Mayor

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Christina A. Price Digitally signed by Christina A. Price
Date: 2024.10.11 13:40:41 -04'00'

Christina A. Price (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2024.10.11 13:37:47 -04'00'

Annika E. Ashton (Date)
Deputy County Attorney

Exhibit A

A portion of the East 428.5 feet of the South 670 feet of the Northwest quarter of the Southeast quarter of section 14, township 50 South, range 42 East, less the South 60 feet thereof, as described in instrument no.: 114094688, Broward County public records, being more particularly described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter of said section 14, said point, also being the most Southeasterly Northwest corner of Parcel "A", according to the plat of "Port Everglades No. 2", as recorded in Plat Book 108, Page 31, Broward County Public Records; thence N 01°07'30" W, along the East line of the Northwest Quarter of the Southeast Quarter of said Section 14, also being the West line of said Parcel "A", a distance of 60.00 feet to the Southeast corner of the lands described in Instrument No.: 114094688; thence continue N 01°07'30" W, along said East line, a distance of 599.81 feet to the point of beginning; thence S 88°24'48" W, a distance of 5.00 feet; thence N 19°24'17" W, a distance of 9.56 feet; thence N 88°24'48" E along a line 1.11 feet South of and parallel with the North line of the South 670 feet of the Northwest quarter of the Southeast quarter of said section 14, a distance of 8.00 feet to a point on said East line; thence S 01°07'30" E, along said East line, a distance of 9.10 feet to the point of beginning.

Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 59 square feet, (0.0014 acres) more or less.