



WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of August 21 \_\_\_\_\_, 2012;

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

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 BROWARD 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 Development  
and Environmental Regulation Division  
1 North University Drive, Suite 102  
Plantation, FL 33324

For the DEVELOPER:

RaceTrac Petroleum, Inc Attn: General Counsel

3225 Cumberland Blvd, Suite 100

Atlanta, Georgia 30339

5. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.

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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 situs, 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. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
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. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.

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14. 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]

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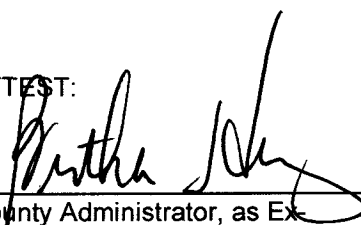
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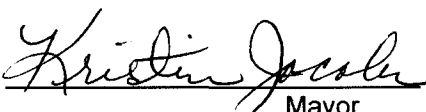
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 21 day of August, 2012, and DEVELOPER, signing by and through its SR VP, duly authorized to execute same.

**COUNTY**

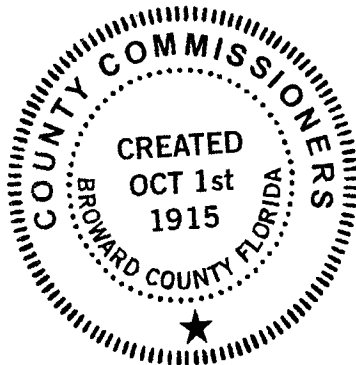
ATTEST:

  
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

27 day of November, 2012



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  
**John E. Naclerio III**

26 day of October, 2012

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**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

[Signature]  
(Signature)

Print name: Cory M. Hopkins

[Signature]  
(Signature)

Print name: Jeffrey Baird

RaceTrac Petroleum, Inc.

Name of Developer (corporation/partnership)

By [Signature]

(Signature)

Print name: William Milam

Title: Senior Vice President

Address: 3225 Cumberland Blvd, Ste 100  
Atlanta, Georgia 30339

28th day of September, 2012

ATTEST (if corporation):

(CORPORATE SEAL)

\_\_\_\_\_  
(Secretary Signature)

Print Name of Secretary: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF GEORGIA )

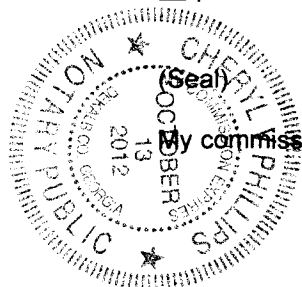
) SS.

COUNTY OF COBB )

The foregoing instrument was acknowledged before me this 28 day of SEPTEMBER, 2012, by William Milam, as Sr. VP of RACETRAC PETROLEUM, INC., a GEORGIA corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced \_\_\_\_\_



NOTARY PUBLIC: [Signature]

CHERYL V. PHILLIPS

Print name:

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**EXHIBIT 'A'**

**LEGAL DESCRIPTION: RACETRAC PARCEL**

PARCEL 'A', ENGSTROM PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 152, PAGE 45, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; LESS AND EXCEPT: THE NORTH 15 FEET THEREOF, AS TAKEN BY THE CITY OF POMPAÑO BEACH, BY VIRTUE OF ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 30362, PAGE 53.

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 'A', SAID POINT BEING ON THE EAST LINE OF SAID PARCEL 'A' AND THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD (STATE ROAD 814); THENCE SOUTH 88°50'44" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 272.77 FEET; THENCE NORTH 46°11'32" WEST, A DISTANCE OF 42.40 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW 30th AVENUE; THENCE NORTH 01°13'47" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 149.21 FEET; THENCE NORTH 88°51'33" EAST, A DISTANCE OF 302.95 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 'A'; THENCE SOUTH 01°09'31" EAST, ALONG SAID EAST LINE, A DISTANCE OF 179.10 FEET TO THE POINT OF BEGINNING.

CONTAINING: 53800.26 SQUARE FEET.

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**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:

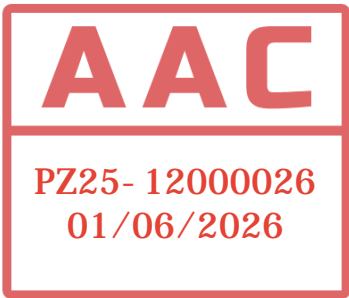
THIS PLAT IS RESTRICTED TO 10,000 SQUARE FEET OF COMMERCIAL USE, NO RESTAURANTS

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 A SERVICE STATION WITH 18 FUEL POSITIONS AND A CONVENIENCE STORE

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B





**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) and first inspection approval are not issued by August 21, \_\_\_\_\_, 2017, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property 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 August 21, \_\_\_\_\_, 2017, 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 applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. 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.

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