

Plat Book 152, Pg 45

PLAT REL

Return recorded copy to:

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

Document prepared by:
Erik Juliano, P.E., P.S.M.
Creech Engineers, Inc
4450 W Eau Gallie Blvd, Suite 232
Melbourne, Florida 32934

NOTICE: PURCHASERS, GRANTEEES, 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

RaceTrac Petroleum, Inc, its successors
and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the Engstrom Plat
Plat No. 089-MP-89, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Broward County on June 18, 1991; 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

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Approved BCC 8/21/12, #53
Submitted By Planning + Environmental
RETURN TO DOCUMENT CONTROL Reg. Div.

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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.

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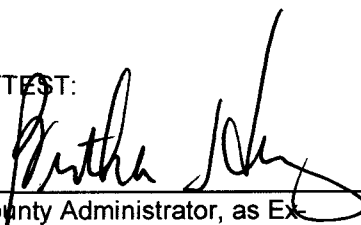
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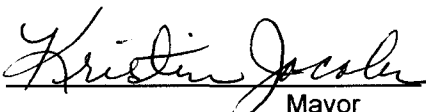
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 21 day of August, 2012, and DEVELOPER,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

COUNTY

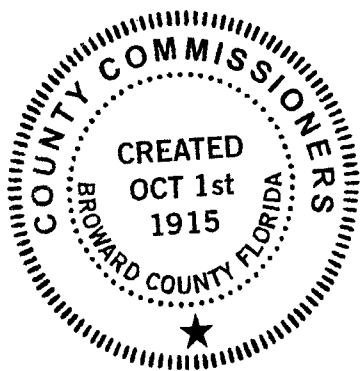
ATTEST:


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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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.

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



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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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