

Date Submitted:	4-22
Date Filed:	4-28

Application Number:	SW-22-03
Public Hearing:	

**Application for Sign Waiver**  
 City of Jacksonville, Florida  
 Planning and Development Department

Please type or print in ink. Instructions regarding the completion and submittal of this application are located at the end of this form. For additional information, please contact the Planning and Development Department at (904) 255-7865.

For Official Use Only		
Current Zoning District:	CCG-1	Current Land Use Category: C6C
Council District:	13	Planning District: 2
Previous Zoning Applications Filed (provide application numbers): E-87-303		
Applicable Section of Ordinance Code: 656.1303(c)(3)i(2) 10' to 3' Reg. 10' to 0'		
Notice of Violation(s):		
Neighborhood Associations: N/A		
Overlay: MAYPORT RD OVERLAY		
LUZ Public Hearing Date:	City Council Public Hearing Date:	
Number of Signs to Post: 3	Amount of Fee: 1,480	Zoning Asst. Initials: [Signature]

PROPERTY INFORMATION	
1. Complete Property Address: 2500 MAYPORT RD	2. Real Estate Number: 168-374-0200
3. Land Area (Acres): 53,535 SF	4. Date Lot was Recorded: 1965
5. Property Located Between Streets: Assisi Lane and SR A1A	6. Utility Services Provider: City Water / City Sewer <input checked="" type="checkbox"/> Well / Septic <input type="checkbox"/>

1173  
4527

**7. Waiver Sought:**

Increase maximum height of sign from \_\_\_\_\_ to \_\_\_\_\_ feet (maximum request 20% or 5 ft. in height, whichever is less). \*Note – Per Section 656.1310, no waiver shall be granted which would permit a sign in excess of 40 feet in height in any zoning district.

Increase maximum size of sign from \_\_\_\_\_ sq. ft. to \_\_\_\_\_ sq. ft. (maximum request 25% or 10 sq. ft., whichever is less)

Increase number of signs from \_\_\_\_\_ to \_\_\_\_\_ (not to exceed maximum square feet allowed)

Allow for illumination or change from \_\_\_\_\_ external to \_\_\_\_\_ internal lighting

Reduce minimum setback from 10 feet to 0 feet (less than 1 ft. may be granted administratively)

---

**8. In whose name will the Waiver be granted?**  
LALUMFLAND MAYPORT LLC

---

**9. Is transferability requested? If approved, the waiver is transferred with the property.**

Yes

No

**OWNER'S INFORMATION (please attach separate sheet if more than one owner)**

10. Name: LALUMFLAND MAYPORT LLC	11. E-mail: APLUS@ALUMINUMPLUS.COM
12. Address (including city, state, zip): 11 BRICKELL AVE STE 2715 MIAMI, FL 33131	13. Preferred Telephone: 386-734-2864

**APPLICANT'S INFORMATION (if different from owner)**

14. Name: RAYMOND SCOTT POLLITT/ALUMINUM PLUS	15. E-mail: APLUS@ALUMINUMPLUS.COM
16. Address (including city, state, zip): 750 E. INTERNATIONAL SPDWY. BLVD. DELAND, FL 32724	17. Preferred Telephone: 386-734-2864

## CRITERIA

Section 656.1310, Ordinance Code, sets forth procedures and criteria for evaluating waivers of the Part 13 sign regulations. Section 656.1302 of the Ordinance Code defines a sign as *"a painting, structure, projected image or device which is placed, erected, constructed or maintained on or in the ground or water, or on or outside of an enclosed building, boat, ship, vessel or other object or structure or affixed or painted on or inside an exterior window of a building for the purpose of display, information, advertisement or attraction of the attention of persons, including posters, pictures, pictorial or reading matter and a letter, word, model, device or representation used in the nature of an advertisement, announcement, attraction or direction."*

Section 656.133(c)1 through 10, Ordinance Code, provides that, with respect to action upon Applications for Sign Waivers, the City Council shall grant a waiver only if substantial competent evidence exists to support a positive finding based on each of the following criteria as applicable:

1. *Will the effect of the sign waiver be compatible with the existing contiguous signage or zoning and consistent with the general character of the area considering population, density, scale, and orientation of the structures in the area?*
2. *Would the result detract from the specific intent of the zoning ordinance by promoting the continued existence of nonconforming signs that exist in the vicinity?*
3. *Could the effect of the proposed waiver diminish property values in, or negatively alter the aesthetic character of the area surrounding the site, and could such waiver substantially interfere with or injure the rights of others whose property would be affected by the same?*
4. *Would the waiver have a detrimental effect on vehicular traffic or parking conditions, or result in the creation of objectionable or excessive light, glare, shadows or other effects, taking into account existing uses and zoning in the vicinity?*
5. *Is the proposed waiver detrimental to the public health, safety or welfare, or could such waiver result in additional public expense, creation of nuisances, or cause conflict with any other applicable law?*
6. *Does the subject property exhibit specific physical limitations or characteristics, which would be unique to the site and which would make imposition of the strict letter of the regulation unduly burdensome?*
7. *Is the request based exclusively upon a desire to reduce the costs associated with compliance and is the request the minimum necessary to obtain a reasonable communication of one's message?*
8. *Is the request the result of a violation that has existed for a considerable length of time without receiving a citation and if so, is the violation that exists a result of construction that occurred prior to the applicant's acquiring the property, not being a direct result of the actions of the current owner?*
9. *Does the request accomplish a compelling public interest such as, for example, furthering the preservation of natural resources by saving a tree or trees?*
10. *Would strict compliance with the regulation create a substantial financial burden when considering the cost of compliance?*

18. Given the above definition of a "sign" and the aforementioned criteria by which the request will be reviewed against, please describe the reason that the waiver is being sought. Provide as much information as you can; you may attach a separate sheet if necessary. Please note that failure by the applicant to adequately substantiate the need for the request and to meet the criteria set forth may result in a denial.

This sign waiver is being sought by the property owner due to the fact that the current price sign does not meet the current setback required by City of Jacksonville Code of Ordinances.

1. Granting this waiver will not not impact the location or the general character of the area.
2. The result would not detract from the intent of the zoning ordinance within this vicinity.
3. The sign waiver will not diminish the value of the property or those properties in the surrounding area
4. The existing sign will meet criteria for all other signage elements such as ground clearance and size and not have a detrimental effect on vehicular traffic.
5. The sign waiver will not have an effect to public health, safety or welfare.
6. If the sign was to be moved it would place a burden on the property due to the fact the placement would be located in a traffic area
7. This request is due to the limitations of existing area for sign placement
8. We are not aware of any current violations with the exception of current setback of existing signage.
9. This request allows for the utilization of the existing signage and to distract from further construction on this site.
10. If compliance we required, access to the property would become limited due to the required placement of the sign.

**ATTACHMENTS**

The following attachments must accompany each copy of the application.

- Survey
- Site Plan – two (2) copies on 8 ½ x 11 and two (2) copies on 11 x 17 or larger
- Property Ownership Affidavit (Exhibit A)
- Agent Authorization if application is made by any person other than the property owner (Exhibit B)
- Legal Description – may be written as either lot and block, or metes and bounds (Exhibit 1)
- Proof of property ownership – may be print-out of property appraiser record card if individual owner, [http://apps.coj.net/pao\\_propertySearch/Basic/Search.aspx](http://apps.coj.net/pao_propertySearch/Basic/Search.aspx), or print-out of entry from the Florida Department of State Division of Corporations if a corporate owner, <http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>.
- Photographs of sign structure showing nonconforming nature and physical impediments to compliance.
- If waiver is based on economic hardship, applicant must submit the following:
  - Two (2) estimates from licensed contractors stating the cost of bringing the sign structure into compliance; and
  - Any other information the applicant wished to have considered in connection to the waiver request.

**FILING FEES**

\*Applications filed to correct existing zoning violations are subject to a double fee.

<u>Base Fee</u>	<u>Public Notices</u>	<u>Advertisement</u>
Residential Districts: \$1,161.00	\$7.00 per Addressee	Billed directly to owner/agent
Non-residential Districts: \$1,173.00		

**NOTE:** City Council may, as a condition of the waiver, specify a time period within which the sign structure shall be required to conform to the requirements of the City’s sign regulations.

**AUTHORIZATION**

Please review your application. No application will be accepted until all of the requested information has been supplied and the required fee has been paid. The acceptance of an application as being complete does not guarantee its approval by the City Council. The owner and/or authorized agent must be present at the public hearing.

The required public notice signs must be posted on the property within five (5) working days after the filing of this application. Sign(s) must remain posted and maintained until a final determination has been made on the application.

**I hereby certify that I have read and understand** the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

<p>Owner(s) Print name: <u>Gustavo Rabello</u> Signature: <u>[Signature]</u></p>	<p>Applicant or Agent (if different than owner) Print name: <u>Dick Bass / Aluminum Plus</u> Signature: <u>[Signature]</u>  <i>*An agent authorization letter is required if the application is made by any person other than the property owner.</i></p>
<p>Owner(s) Print name: _____ Signature: _____</p>	

**SUBMITTAL**

This application must be typed or printed in ink and submitted along with three (3) copies for a total of four (4) applications. Each application must include all required attachments.

Submit applications to:  
Planning and Development Department, Zoning Section  
214 North Hogan Street, 2<sup>nd</sup> Floor  
Jacksonville, Florida 32202  
(904) 255-8300

**EXHIBIT A**

**Property Ownership Affidavit – Limited Liability Company (LLC)**

Date: \_\_\_\_\_

City of Jacksonville  
Planning and Development Department  
214 North Hogan Street, Suite 300,  
Jacksonville, Florida 32202

Re: Property Owner Affidavit for the following site location in Jacksonville, Florida:  
Address: 2500 MAYPORT RD. JACKSONVILLE RE#(s): 168374-0200

To Whom it May Concern:

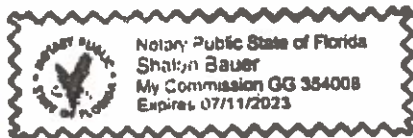
I Gustavo Rabello, as manager of Lalumland Mayport LLC, a Limited Liability Company organized under the laws of the state of FLORIDA, hereby certify that said LLC is the Owner of the property described in Exhibit 1 in connection with filing application(s) for SIGN WAIVER submitted to the Jacksonville Planning and Development Department.

(signature) *[Signature]*  
(print name) Gustavo Rabello

Please provide documentation illustrating that signatory is an authorized representative of the LLC. This may be shown through a printout from sunbiz.org showing that the person is either a "sole member" or a "managing member." Other persons may be authorized through a resolution, power of attorney, etc.

STATE OF FLORIDA  
COUNTY OF DUVAL

Sworn to and subscribed and acknowledged before me this 10 day of MARCH 2022, by Gustavo Rabello, as MANAGER, of Lalumland Mayport LLC, a Limited Liability Company, who is personally known to me or who has produced REAL ID as identification and who took an oath.



*[Signature]*  
(Signature of NOTARY PUBLIC)  
Shalyn Bauer  
(Printed name of NOTARY PUBLIC)

State of Florida at Large.  
My commission expires: 07/11/23

**EXHIBIT B**

**Agent Authorization – Limited Liability Company (LLC)**

Date: \_\_\_\_\_

City of Jacksonville  
Planning and Development Department  
214 North Hogan Street, Suite 300,  
Jacksonville, Florida 32202

Re: Agent Authorization for the following site location in Jacksonville, Florida:

Address: 2500 MAYPORT RD, JACKSONVILLE RE#(s): 168374-0200

To Whom It May Concern:

You are hereby advised that Gustavo Rabello as manager of LALUMFLAND MAYPORT LLC, a Limited Liability Company organized under the laws of the state of FLORIDA, hereby certify that said LLC is the Owner of the property described in Exhibit 1. Said owner hereby authorizes and empowers Aluminium Plus to act as agent to file application(s) for SIGN WAIVER for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change as submitted to the Jacksonville Planning and Development Department.

(signature) [Signature]

(print name) Gustavo Rabello

STATE OF FLORIDA  
COUNTY OF DUVAL

Sworn to and subscribed and acknowledged before me this 10 day of March 2022 by Gustavo Rabello as manager of Aluminium Plus, a Limited Liability Company, who is personally known to me or who has produced Passport as identification and who took an oath.

[Signature]  
(Signature of NOTARY PUBLIC)

Shalon Bauer  
(Printed name of NOTARY PUBLIC)



State of Florida at Large.  
My commission expires: 07/11/23



**RECORD AND RETURN TO:**

Name: CONCORDE LAND TITLE SERVICES, INC.  
Address: 134 S. DIXIE HIGHWAY, #100  
HALLANDALE BEACH, FL 33009

**THIS INSTRUMENT PREPARED BY:**

Name: ILEANA NOA, PRESIDENT  
CONCORDE LAND TITLE SERVICES, INC.  
Address: 134 S. DIXIE HIGHWAY, #100  
HALLANDALE BEACH, FL 33009

Folio Number: 168374-0200

[Space above line reserved for recording office use]

**SPECIAL WARRANTY DEED**  
**(with Covenant)**

**NORTHEAST PETRO HOLDINGS 1 LLC, a Florida limited liability company,** whose post office address is 2999 NE 191 Street, Suite 510, Aventura, FL 33180, for ("**Grantor**") and **LALUMFLAND MAYPORT LLC, a Florida limited liability company,** whose post office address is 1111 Brickell Ave., Suite 2715, Miami, FL 33131 ("**Grantee**") enter into this Special Warranty Deed (this "**Deed**") as of May 4, 2018 (the "**Effective Date**").

**W I T N E S S E T H:**

For and in consideration of the sum of Ten Dollars (\$10.00), the covenants and restrictions contained in this Deed and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, Grantor does by execution and delivery of this Deed GRANT, BARGAIN, SELL, CONVEY, and RELEASE unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Premises more particularly described in **Exhibit A** attached to and made a part of this Deed (the "**Premises**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon;

Together with all right, title and interest of Grantor in and to any streets and roads abutting the Premises to the center lines of such streets and roads, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances, strips and gores and all other hereditaments appurtenant to the Premises;

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO all covenants, reservations, exceptions, restrictions, easements, encumbrances and rights of way of record; ad valorem and real estate taxes and assessments, both general and special, for the year 2017 and all subsequent years; building and zoning ordinances, laws, regulations, and restrictions by municipal and other governmental authorities; and all other matters of record that are currently valid and subsisting, and that affect the Premises (which reference shall not be deemed to reimpose any of the foregoing); any mortgage of even date herewith executed and given by Grantee in favor of Grantor encumbering the Premises and the items set forth on **Exhibit B**, to the extent that the same are currently valid and enforceable against the Premises; Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Northeast Petro Holdings 1 LLC,

a Florida limited liability company, to First Coast Energy, L.L.P., a Colorado limited liability partnership, dated December 12, 2016, recorded December 21, 2016, in Official Records Book 17819, at Page 561, in the original principal sum of \$406,875.00.

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns in fee simple forever; but:

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions:

1. From and after the Effective Date until the December 31, 2031, and during the term of any renewal, the Premises is subject to a Supply Agreement and a Supplemental Agreement dated of even date herewith pursuant to which Grantee, its successors and assigns, agree to purchase branded motor fuel from Grantor and to be obligated to pay a supplemental fee to Grantor in the amount set forth in the Supplemental Agreement upon the occurrence of events set forth in the Supplemental Agreement. The Supply Agreement and Supplemental Agreement and the remedies for breach thereof, as provided therein, shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors, assigns and transferees and subsequent owners in interest thereof. Until the termination of the Supply Agreement, Grantor shall have a first right of refusal as set forth in the Supply Agreement to purchase the Premises from Grantee upon the terms and conditions set forth in the Supply Agreement.

2. Grantee has granted a right of access to Grantor pursuant to the terms of an Access Agreement dated as of the Effective Date that is being recorded on the same day as this instrument.

3. Grantee covenants and agrees that it shall not install and, it shall prevent any subsequent purchaser or permitted assignee of the Premises from installing, any well or other tank, pump or related equipment for the use or storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use, and shall prohibit any subsequent purchaser or assignee of the Premises from using or improving, the Premises for residential purposes (including multi-family residential uses), or for any hospital, school, elder care or day care center or for a park or playground. Grantee further covenants and agrees that it shall not materially change the use of the Premises in such a way as to increase the level of clean-up required by any governmental entity for any environmental condition that had affected the Premises as of the Effective Date. Each of these covenants shall run with the Premises, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest of each and every portion of the Premises. Motiva shall be a third party beneficiary of the covenant set forth above.


4. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DEED TO THE CONTRARY, GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE FULL AND COMPLETE INSPECTIONS OF THE PREMISES TO GRANTEE'S SATISFACTION PRIOR TO THE DATE OF THIS DEED AND THAT, AS OF THE DATE OF THIS DEED, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATIONS OF THE PREMISES AND

NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, OR ANY AGENT, REPRESENTATIVE OR OTHER PARTY ACTING, OR PURPORTING TO ACT, ON BEHALF OF GRANTOR. IT IS THE UNDERSTANDING AND INTENTION OF THE PARTIES THAT THE SALE OF THE PREMISES FROM GRANTOR TO GRANTEE IS MADE ON A STRICT "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE ASSETS, INCLUDING WITHOUT LIMITATION THE PREMISES, (B) THE COMPLIANCE OF, OR BY, THE PREMISES WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES, INCLUDING WITHOUT LIMITATION THE ASSETS THEREON, OR (D) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE IS RELYING, HAS RELIED AND SHALL IN THE FUTURE RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PREMISES, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR CONTRACTORS OR OTHERWISE GENERATED FROM THIRD PARTY SOURCES. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PREMISES OR THE OPERATION OF THE PREMISES FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY AGENT, BROKER OR SALESPERSON. GRANTEE ACKNOWLEDGES THAT THE CONTRIBUTION VALUE HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE AS-IS NATURE OF THIS SALE AND THE DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED IN THIS DEED.

5. From the Effective Date until the Termination Date (the "Compliance Period"), Grantee, its successors and assigns, shall take all action necessary or advisable to insure that the UST System, as defined below, and the Premises are in compliance with and eligible for coverage under any available petroleum storage tank fund in the State of Florida, and on or prior to the Effective Date, Grantee shall purchase environmental insurance in the form set forth on Schedule 1 attached hereto and Grantee and its successors and assigns shall maintain such insurance coverage in effect as long as there is a UST System on the Premises, and on or before each anniversary of the Effective Date each year until the Termination Date shall furnish Grantee and Motiva a copy of an insurance certificate evidencing such insurance. As used herein and on Schedule 1, "UST System" means any underground storage tanks, piping, leak detection devices and related equipment, including "in ground" hoists, direct and remote vapor and fill lines/buckets used for the storage and dispensing of petroleum products, used oil and/or heating oil, and other equipment related to the operation of a motor fuel service station that are, were or may be present on the Premises, but does not include any concrete or other slab or platform upon which such equipment may be stationed.



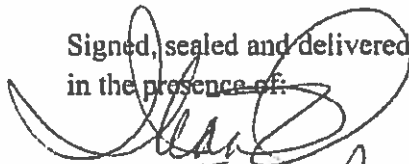
**GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTEE'S ACCEPTANCE OF THE PREMISES WITH AND SUBJECT TO EACH AND ALL OF THE FOREGOING COVENANTS AS SET FORTH IN THIS DEED AND THE CONTINUING ENCUMBRANCE OF THE PREMISES WITH THOSE RESTRICTIONS AND COVENANTS ARE EACH A SIGNIFICANT AND MATERIAL PORTION OF THE CONSIDERATION PROVIDED BY GRANTEE TO GRANTOR IN CONNECTION WITH GRANTOR'S AGREEMENT TO CONVEY THE PREMISES AND THAT GRANTOR WOULD NOT CONVEY THE PREMISES TO GRANTEE FOR THE OTHER CONSIDERATION GIVEN BY GRANTEE FOR THE PREMISES ALONE WITHOUT SUCH RESTRICTIONS AND COVENANTS.**


SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant specially the Premises conveyed in this Deed and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, provided, that this conveyance and the special warranty made by Grantor in this Deed are subject to the matters contained in this Deed and any and all matters of record, and the interest of Grantor in any offsite easements is conveyed without warranty. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise. 

*[balance of page intentionally left blank; signatures appear on following pages]*

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed as of the day and year first above written.


Signed, sealed and delivered  
in the presence of:

  
Print: Ileana Noa

  
Print: KARL SCHUMER

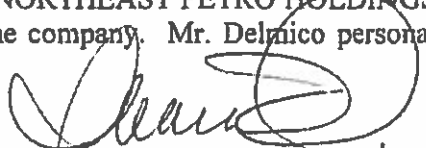
**NORTHEAST PETRO HOLDINGS 1 LLC,  
a Florida limited liability company**

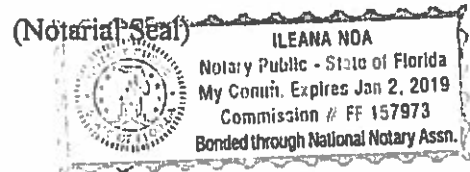
By: MNV Energy LLC, its Manager,

  
By: Sergio Delmico, its Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4<sup>th</sup> of May, 2018 by Sergio Delmico, its Manager of MNV Energy LLC, Manager of NORTHEAST PETRO HOLDINGS 1 LLC, a Florida limited liability company, on behalf of the company. Mr. Delmico personally known to me.

  
Notary Signature  
Print Name: \_\_\_\_\_  
Notary Public, State and County Aforesaid  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



Signed, sealed and delivered  
in the presence of:

*[Handwritten Signature]*  
Print: Emerson Simao  
*[Handwritten Signature]*  
Print: Chaim Smith

**LALUMFLAND MAYPORT LLC, a  
Florida limited liability company**

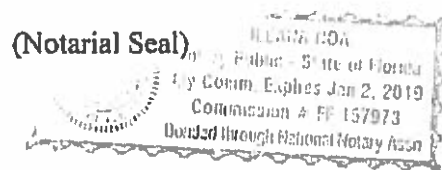
By: *[Handwritten Signature]*  
Emerson Simao, Its Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 of May, 2018 by Emerson Simao as Manager of Lalumfland Mayport LLC, a Florida limited liability company, on behalf of the company. Mr. Simao:

- is personally known to me;
- has produced a \_\_\_\_\_ Driver's License as identification; or
- has produced a \_\_\_\_\_ as identification.

*[Handwritten Signature]*  
Notary Signature  
Print Name: \_\_\_\_\_  
Notary Public, State and County Aforesaid  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**EXHIBIT A TO DEED**  
**Legal Description of Premises**

Certain real property lying and situated in Duval County, Florida and more particularly described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DUVAL, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

Part of Lot 1, Division 4 of the Andrew Dewees Grant, Section 37, Township 2 South, Range 29 East, Duval County, Florida. More particularly described as follows:

Commence at the Southwest corner of Section 5, Township 2 South, Range 29 East, Duval County, Florida; thence North 01°52'56" West, 436.92 feet, along the West line of said Section 5, to the South line of said Section 37 of the Andrew Dewees Grant; thence South 85°32'54" East, 432.31 feet, along the South line, to the Southwest corner of said Lot 1, Division 4, Andrew Dewees Grant; thence continue South 85°32'54" East, 425.03 feet along the South line of said Lot 1; thence North 17°05'00" West, 852.14 feet; thence South 88°53'09" West, 188.10 feet to the West line of said Lot 1; thence North 01°06'51" West, 541.32 feet along said West line and the West line of Lot 2, Division 4, of the Andrew Dewees Grant; thence North 02°19'55" West, 370.82 feet, continuing along said West line; thence North 00°36'55" West, 50.00 feet along the West line of Lot 3, Division 4 of the Andrew Dewees Grant; thence North 05°19'54" West, 503.75 feet along said West line to the Southwesterly right-of-way line of State Road A-1-A (according to S.R.D right-of-way map Section No. 7224-301, dated 5/4/53); thence South 47°22'25" East, 2977.85 feet along said Southwesterly right-of-way line, to an angle point in said right-of-way line and the point of beginning.

From the point of beginning, thence North 42°37'35" East, 50.00 feet along said Southwesterly right-of-way line; thence South 47°22'25" East, 164.32 feet continuing along said Southwesterly right-of-way line to the point of curvature of a curve concave Southwesterly; thence Southeasterly along the Southwesterly right-of-way line of State Road A1A and the Westerly right-of-way of Mayport Road (State Road No. 101, according to S.R.D. Right-of-way map section 72230-2901, dated 1/23/80) and along the arc of said curve concave Southwesterly, an arc distance of 196.60 feet, said curve having a radius of 200.00 feet and being subtended by a chord bearing South 19°12'45" East, 188.78 feet to the point of reverse curvature of a curve concave Easterly; continuing thence along said Westerly right-of-way of Mayport Road and along the arc of said curve concave Easterly, an arc distance of 99.55 feet, said curve having a radius of 5779.578 feet and being subtended by a chord bearing South 08°27'19" West, 99.55 feet; thence North 82°23'07" West, 138.00 feet; thence North 16°30'00" West, 155.00 feet; thence North 57°40'31" East, 50.00 feet; thence North 20°15'00" West, 150.00 feet; thence North 02°03'55" East, 24.89 feet to the point of beginning.



**EXHIBIT B TO DEED**  
**Permitted Encumbrances**

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.

Declaration of Drainage Easement, recorded December 19, 1985, in Official Records Book 6057, at Page 2012.

Easement Agreement between BP Exploration & Oil Inc., an Ohio corporation, and Petro Distributing, Inc., a Florida corporation, recorded December 17, 1993, in Official Records Book 7737, at Page 2067.

Covenants, reservations and conditions as set forth in Special Warranty Deed (with Covenant), recorded December 21, 2016, in Official Records Book 17819, at Page 539.

Access Agreement between First Coast Energy, L.L.P., a Colorado limited liability partnership, and Northeast Petro Holdings 1 LLC, a Florida limited liability company, recorded December 21, 2016, in Official Records Book 17819, at Page 555.

Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Northeast Petro Holdings 1 LLC, a Florida limited liability company, to First Coast Energy, L.L.P., a Colorado limited liability partnership, dated December 12, 2016, recorded December 21, 2016, in Official Records Book 17819, at Page 561, in the original principal sum of \$406,875.00, as affected by Acknowledgement of Mortgage by and among Lalumfland Mayport LLC, a Florida limited liability company, Northeast Petro Holdings 1 LLC, a Florida limited liability company, and First Coast Energy, L.L.P., a Colorado limited liability partnership, to be recorded simultaneously herewith.

NOTE: Said Acknowledgement of Mortgage contains a Right of First Refusal in favor of the lender First Coast Energy, L.L.P., a Colorado limited liability partnership.

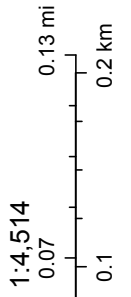
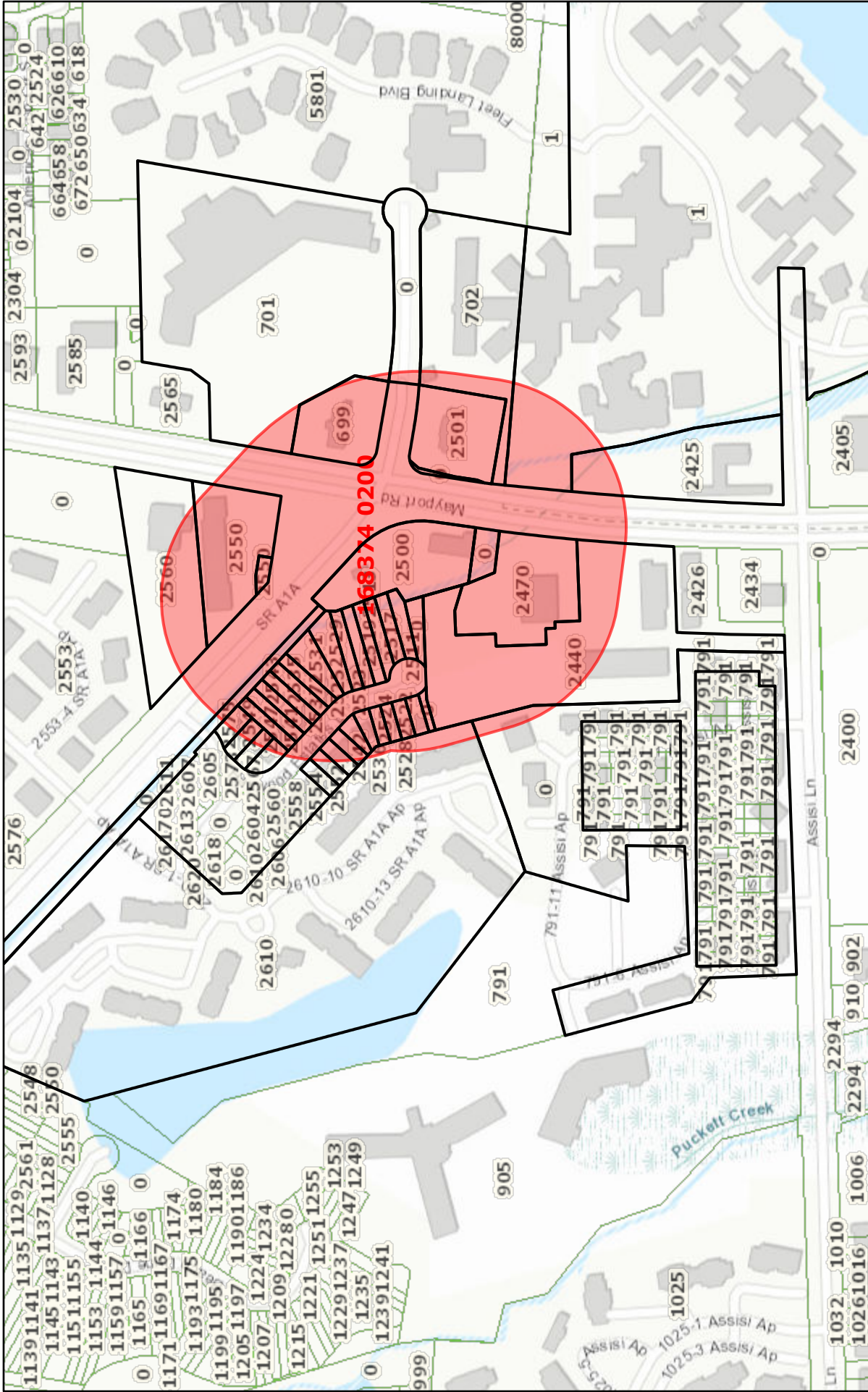




**SCHEDULE 1 TO DEED**


1. Grantee, at Grantee's sole cost, shall obtain a one (1) year policy of not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate with insurers satisfactory to Grantor and Motiva Enterprises LLC, a Delaware limited liability company ("**Motiva**") with annual renewals thereof during the Compliance Period;
2. Grantee's insurance policy shall cover all of the Premises, and may cover Grantee's other facilities, from and after the Effective Date;
3. Grantee's policy shall compensate third parties for bodily injury and property damage caused by accidental releases arising from its operation of each of the Premises and operation of the UST System, as contemplated by 40 CFR 280.93, Part 211 of the Natural Resources and Environmental Protection Act and the rules and regulations thereunder;
4. Grantee's policy (and each certificate evidencing such insurance) shall name Grantor and Motiva (and its members, subsidiaries, affiliates and joint venture partnerships to the extent of their interest) as an additional "named insured," without regard to the allocation of liability provisions contained in any agreement;
5. Grantee's policy shall provide that in the event of bankruptcy or insolvency of Grantee, Grantor or Motiva may, at Grantor or Motiva's sole option, request Grantee to have the applicable insurance contract endorsed to name Grantor and Motiva as the principal named insured without requiring Grantor and Motiva to assume either the ownership or operational control of the Premises;
6. Grantee's policy shall provide a waiver of the insurer's right of subrogation in favor of Grantor and Motiva where permissible by law;
7. Grantee's policy shall be the primary insurance underlying any other insurance available to Grantor or Motiva;
8. Grantee's policy shall provide Grantor and Motiva with a minimum of thirty (30) days written notice of cancellation or material change;
9. Grantee shall be responsible for any deductible applicable to such policy or the retention of insurable risks;
10. Grantee shall provide a certificate of insurance and named insured endorsement to Grantor and Motiva evidencing the required insurance on the Effective Date and shall provide such certificate of insurance and named insured endorsement within ten (10) days of each subsequent annual anniversary of the Effective Date; and
11. Grantee may terminate such insurance policy as to any particular Premises upon the removal of the UST System from such Premises.

# Land Development Review



1:4,514

April 26, 2022

 Parcels

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri

<u>RE</u>	<u>LNAME</u>	<u>LNAME2</u>	<u>MAIL_ADDR1</u>	<u>MAIL_ADDR2</u>	<u>MAIL_ADDR3</u>	<u>MAIL_CITY</u>	<u>MAIL_STATE</u>	<u>MAIL_ZIP</u>
168370 0000	2550 MAYPORT ROAD LLC	1175 TUOLUMNE RD			MILLBRAE	CA	94030	
168846 6055	BETHEL ANN THERESA	2547 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6125	BLACKMON KOMISHA LATRICA	2524 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6095	BORGES JESSICA CHELENE	2523 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6075	BOWMAN SABRINA N	2535 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6035	BROWN TISHANIA MARIE	2573 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168374 0100	BW MAYPORT LLC	192 LEXINGTON AVE STE 901			NEW YORK	NY	10016	
168373 1000	CITY OF ATLANTIC BEACH	800 SEMINOLE RD			ATLANTIC BEACH	FL	32233	
169385 0170	COLLEGE SUITES AT WOODBURY LLC ET AL	535 NORTH PARK AVE STE 224			WINTER PARK	FL	33467	
168846 6145	DABNEY SHANNA RENEE	2536 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
169385 1001	DEERFIELD LAKES CONDOMINIUM ASSOCIATION INC	6028 CHESTER AVE STE 105			JACKSONVILLE	FL	32217	
168846 6045	FAULCON ANITA DENISE	2567 HAYWOOD ESTATES LN		PO BOX 108 NAS	JACKSONVILLE	FL	32233	
168370 0050	GREATER JACKSONVILLE AREA USO	COUNCIL INC			JACKSONVILLE	FL	32212-0108	
168846 6065	GREEN DESMOND ADOLPHUS II	2541 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6120	HARLEY STEPHANIE ANN	2522 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6020	HAYWOOD ESTATES HOMEOWNERS ASSOCIATION INC	1671 FRANCIS AVE			JACKSONVILLE	FL	32233	
168370 0010	JACKSON EDDIE K	C/O CROWN CASTLE ATTN PMB 353	4017 WASHINGTON RD		MCMURRAY	PA	15317	
168369 0010	JACKSONVILLE TRANSPORTATION AUTHORITY	100 N MYRTLE AVE		PO BOX 0	JACKSONVILLE	FL	32204-1310	
168846 6030	KING ANTHONY DUWANE	2575 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6135	KNIGHT LAVASHA ET AL	2530 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168374 0200	LALUMFLAND MAYPORT LLC	1111 BRICKELL AVE STE 2715			MIAMI	FL	33131	
168846 6155	LEMASTER FELICISIMA VERZOSA	2542 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6115	LEWIS CHANEL RENEE	2511 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6130	LOMBEL ALEXIA	2528 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6160	MALPAS MARY MICHELLE	2546 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6100	MARTINEZ SHARLET FABIANA	2519 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6080	MCCRARY SEBRINA D	2531 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6110	MILLER ANNA PAMELA	2513 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168368 0400	NAVAL CONTINUING CARE RETIREMENT FOUNDATION	1 FLEET LANDING BLVD			ATLANTIC BEACH	FL	32233	
168846 6085	NELSON MARIE ANN	2529 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6040	PERKINS APRYL	2569 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6050	PHILLIPS KIMBERLY C	2549 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6150	RAMEY JOY CELESTE	2540 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
168846 6140	SABBS JESSICA R	2534 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
169385 0160	SHOPPES OF LAKESIDE INC	PO BOX 330108			ATLANTIC BEACH	FL	32233-0108	
168368 0010	SPIRIT MASTER FUNDING X LLC c/o Spirit Realty LP	2727 N HARWOOD STE 300			DALLAS	TX	75201	
168368 0005	SPIRIT SPE PORTFOLIO 2004-6 LLC	14631 N SCOTTSDALE RD STE 200			SCOTTSDALE	AZ	85254-2786	
168846 6070	STEINLE WHITNEY	2537 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233	
169398 0000	SUNSHINE REALTY MANAGEMENT LLC	257 CRABAPPLE RD			MANHASSET	NY	11030	
168368 0110	TRINITY HOLDINGS SPQR LLC	224 BEACH 123RD ST			FAR ROCKAWAY	NY	11694	
168846 6060	TURNER THERESA SIMONE	2543 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6105	WILLIAMS ASHTON RAEDAWN	2517 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6165	WINSTEAD BONITA L	2548 HAYWOOD ESTATES LN			JACKSONVILLE	FL	32233-	
168846 6090	YEAZUS YESHUA E P S	4237 E 4TH ST #2			LONG BEACH	CA	90814	
	CITY OF ATLANTIC BEACH c/o Amanda Askew	245 RIVERSIDE AVE			ATLANTIC BEACH	FL	32202	

GREATER ARLINGTON/B - Will Messer

13823 SCHOONER POINT DR

JACKSONVILLE FL

32225