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5 MIN RETURN

PREPARED BY:
STEVEN B. GREENHUT, ESQ.

AFTER RECORDING, RETURN TO:

GLENN THOMPSON, PARALEGAL
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FLORIDA 32202

TEMPORARY USE RESTRICTIONS

This **TEMPORARY USE RESTRICTIONS** (this "Agreement") is made this 22 day of June, 2007 (the "Effective Date"), by **AFI ASSOCIATES, INC.**, a Florida corporation ("AFI"), whose address is 3030 Hartley Road, Suite 300, Jacksonville, FL 32257 and **FIRST COAST ENERGY, L.L.P.**, a Colorado limited liability partnership ("First Coast Energy"), whose address is 7014 A.C. Skinner Parkway, Suite 290, Jacksonville, Florida 32256.

RECITALS:

A. AFI and First Coast Energy have entered into that certain Agreement for Sale and Purchase dated March 22, 2007 as amended, (the "Agreement") pursuant to which AFI has sold to First Coast Energy certain property described on **Exhibit "A"** attached hereto (the "First Coast Energy Property").

B. As part of the consideration under the Agreement, AFI agreed to place a temporary restriction on its property described in **Exhibit "B"** attached hereto (the "Restricted Property").

NOW THEREFORE, in consideration of Ten and No/100 Dollars and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Recitals. The parties confirm the above recitals are true and correct and are incorporated herein.

2. Deed Restriction. For a period of fifteen (15) years from the Effective Date, AFI hereby agrees for itself, and its successors and assigns, including any successor owner of all or any part of the Restricted Property, that no gasoline station shall be operated on the Restricted Property (the "Use Restriction").

3. Covenants Run with the Land. This Agreement shall run with the land as a burden upon the Restricted Property and shall be binding upon AFI and its successors and assigns, provided however that it shall automatically terminate and be of no further force and effect fifteen (15) years from the Effective Date (the "Termination Date").

3.1. The Use Restriction may be enforced only by First Coast Energy or its successors or assigns (but by no other parties) through an action at law or an action for specific performance against any owner of all or any portion of the Restricted Property who violates the Use Restriction. Upon any conveyance by AFI or a successor owner of all or any part of the Restricted Property, AFI or the successor owner shall be automatically released from all liability and obligations as to such property arising under this Agreement from and after such conveyance and the grantee in any such conveyance shall be responsible for such obligations and liability, it being the intent that each owner of all or part of the Restricted Property shall be responsible for compliance with the Use Restriction during the period of its respective ownership of the Restricted Property or portion thereof. By taking title to the Restricted Property or part thereof, each successor owner of the Restricted Property or part thereof agrees to be bound by the Use Restriction, and consents to the enforcement by First Coast Energy or its successors or assigns.

4. Representations. AFI hereby represents and warrants that it has full right, title and authority to execute this Agreement and impose the Use Restriction without the consent or joinder of any party.

5. Termination. Upon the Termination Date, this Agreement shall automatically terminate and be of no further force or effect.

6. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement. At its sole discretion, First Coast Energy (or its successor or assigns hereof) shall have the right, but not the obligation, to terminate this Agreement sooner than the Termination Date.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

Signed sealed and delivered in the presence of:

AFI Associates, Inc., a Florida corporation

Deborah H. Dunbar
Print Name: DEBORAH H. DUNBAR

By: [Signature]
Name: Erik Wilson
Title: Vice President

Travis Hunter
Print Name: Travis Hunter

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21 day of June, 2007, by Erik Wilson, as Vice President of AFI ASSOCIATES, INC., a Florida corporation, on behalf of the company.

Deborah H. Dunbar
Print Name: _____

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires:

Personally Known or

Produced ID

Type of Identification Produced:

DEBORAH H. DUNBAR
Notary Public, State of Florida
My comm. exp. June 10, 2009
Comm. No. DD 398548

Signed, sealed and delivered in the presence of:

FIRST COAST ENERGY, L.L.P.,
a Colorado limited liability partnership

By: **PETRO DISTRIBUTING, INC.**,
Its Partner

Jeff Powell
Print Name: Jeff Powell
Donna A. Miller
Print Name: Donna A. Miller

By: *Aubrey L. Edge*
Aubrey L. Edge
Its President

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 21st day of June, 2007, by **Aubrey L. Edge**, the President of **PETRO DISTRIBUTING, INC.**, the Partner of **FIRST COAST ENERGY, L.L.P.**, a Colorado limited liability partnership, on behalf of the partnership.

Donna A. Miller
(Print Name: Donna A. Miller)

NOTARY PUBLIC, State of Florida
Commission # _____
My Commission Expires: _____
 Personally Known OR Produced I.D.
[check one of the above]
Type of Identification Produced: _____



EXHIBIT "A"**First Coast Energy Property****Portion of Parcel 15**

A PORTION OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF TIMBERLAKE AT OAKLEAF PLANTATION AS RECORDED IN PLAT BOOK 46, PAGES 32 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF OAKLEAF PLANTATION PARKWAY (A 200 FOOT RIGHT OF WAY PER PLAT BOOK 44, PAGES 23 THROUGH 32, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND AROUND THE ARC OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7100.00 FEET, AN ARC DISTANCE OF 55.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°16'36" EAST, 55.37 FEET TO A POINT OF TANGENCY; THENCE SOUTH 49°03'12" EAST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 274.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 49°03'12" EAST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 220.00 FEET; THENCE NORTH 40°56'48" EAST, 238.00 FEET; THENCE NORTH 49°03'12" WEST, 220.00 FEET; THENCE SOUTH 40°56'48" WEST, 238.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

The Restricted Property

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RESTRICTED
PROPERTY

