

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(7,012.50)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(7,012.50)</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Closing on the easement is currently anticipated to occur in December 2010. The First Amendment provides for a \$1,487.50 reduction in the purchase price of the easement. Racetrac will pay the County \$8,500 for the dedication of road right of way, which includes a portion of property formerly included in the easement area. The net increase in revenue resulting from the Dedication Agreement will be \$7,012.50.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

N. Dias 11/16/10
 OFMB VA
 11/16/10
 11-1510

Dr. J. Jacobson 11/17/10
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 11/18/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO AGREEMENT FOR
SALE AND PURCHASE OF EASEMENT**

This First Amendment to Agreement for Sale and Purchase of Easement (this "Amendment") is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County") and RACETRAC PETROLEUM, INC., a Georgia corporation (the "Purchaser").

WITNESSETH:

WHEREAS, on January 13, 2009, County and Purchaser entered into that certain Agreement for Sale and Purchase of Easement (R2009-0078) (the "Agreement"), providing for County's sale of an easement to Purchaser to facilitate the development of property owned (or to be acquired) by Purchaser (the "RaceTrac Property"), adjacent to the easement area; and

WHEREAS, as a condition of Purchaser's development approvals for the RaceTrac Property, a portion of the County's property must be dedicated as public right of way for Wallis Road; and

WHEREAS, the parties desire to amend the Agreement, as provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Exhibit "A" to the Agreement is deleted in its entirety and replaced with Exhibit "A" attached hereto.

3. Exhibit "B" to the Agreement is deleted in its entirety and replaced with Exhibit "B" attached hereto.

4. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price of the Easement Agreement shall be Sixty-Two Thousand Five Hundred Twelve and 50/100ths Dollars (\$62,512.50) ("Purchase Price") and shall be paid in the form of a locally drawn cashiers check made payable to Palm Beach County or, at either party's option, by interbank wire transfer of immediately available funds to an account designated by County, as follows:

A. Deposit. Purchaser has delivered to County a deposit in the amount of Six Thousand Four Hundred and 00/100ths Dollars (\$6,400.00) ("Deposit"). The Deposit shall be held pursuant to the terms of this Agreement and shall secure Purchaser's performance of its obligations under this Agreement. No interest shall be payable on the Deposit.

B. Payment of Purchase Price. On the Closing Date, Purchaser shall pay the balance of the Purchase Price, subject to any adjustments, credits, and prorations as herein provided, and subject to the other terms and conditions set forth in this Agreement.

5. The Agreement is hereby amended to add the following Section 8(D):

D. As an express condition precedent to Purchaser's obligation to close the transaction contemplated by this Agreement, County shall dedicate as public road right of way the parcel, or parcels, of land described in Exhibit "F", attached hereto and made a part hereof. Notwithstanding the foregoing, Purchaser acknowledges and agrees that the dedication shall be subject to prior written approval of the Federal Aviation Administration (the "FAA"). Such dedication shall be pursuant to that certain Agreement for Dedication of Public Road Right of Way between Purchaser and County, attached hereto as Exhibit "G" (the "Agreement for Dedication"). In the event County is unable to obtain approval from the FAA, as set forth in Section 5(B) of the Agreement for Dedication, Purchaser may elect to terminate this Agreement, in which event, County shall cause the Deposit to be returned to Purchaser within sixty (60) days of the date of termination of this Agreement, and the parties shall be relieved from all further obligations hereunder, except for those that explicitly survive the termination of this Agreement. The foregoing condition precedent may be waived by Purchaser upon written notice to County.

6. Section 9(B) of the Agreement is hereby deleted in its entirety and replaced with the following:

B. Closing Date. The Closing shall take place: (i) within thirty (30) days following FAA approval, satisfying the contingency in Section 5(B) of the Agreement for Dedication, or (ii) at such earlier date as is mutually agreed upon by the parties.

7. Section 32 of the Agreement is hereby deleted in its entirety and replaced with the following:

32. AUTHORIZATION TO APPLY FOR COMPREHENSIVE PLAN DESIGNATION, ZONING, AND SITE PLAN APPROVALS; PLATTING. County hereby grants Purchaser the authority to apply to Palm Beach County for the redesignation of the Easement Area under the Palm Beach County Land Use Plan, rezoning, and site plan approval for use by Purchaser for the purposes provided for in the Easement Agreement. Purchaser will supply the Department of Airports with a copy of all applications. County agrees to cooperate with Purchaser in all respects in connection with the foregoing, at no expense to County, and shall execute any applications or other documentation reasonably requested by Purchaser, and County agrees to cooperate with RaceTrac in the execution of a plat which may include the RaceTrac Property, the Easement Area and any Dedication Property (as defined in the Agreement for Dedication).

8. The Agreement is hereby amended to add the following Section 35:

35. OFFICE OF THE INSPECTOR GENERAL. County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Purchaser and its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9. Except as specifically modified herein, all terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

10. This Amendment shall be considered effective when signed by the parties hereto and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered in the presence of

[Signature]
(Witness signature)

Steven Bittle
(Witness name printed)

[Signature]
(Witness signature)

Ryan Lucas
(Witness name printed)

RACETRAC PETROLEUM, INC.

By: Max Lenker
(Signature)

Max Lenker
(Print signatory's name)

Its: President
(Print title)

(Corporate seal)

Date of Execution by Purchaser:

November 5, 2010

Attest:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date of Execution by County:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
Department Director

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA (Page 1 of 2)

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY MAP DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH COUNTY RIGHT OF WAY MAP (SAID POINT BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36); THENCE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF WALLIS ROAD, A DISTANCE OF 233.20 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE NORTH 01°24'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°24'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 294.25 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE SOUTH 88°41'46" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°24'21" WEST, A DISTANCE OF 294.24 FEET; THENCE NORTH 88°42'44" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14712.31 SQUARE FEET.

SURVEYOR NOTES:

- 1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS S.88°42'38"E. ALONG THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM"
4. EASEMENT AGREEMENT WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS R-2009-0078

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 2 OF 2

Signature of Robert Bloomster Jr. dated 11/1/10
ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
FLORIDA L.B. # 6018
791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

Table with columns: SHEET 1 OF 2, SCALE 1" = 30', DATE 4/24/08, F.B. SKETCH, JOB NO. 10089, REVISIONS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM, INC.
SITE LOCATED: HAVERHILL ROAD & WALLIS ROAD
WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA (Page 2 of 2)

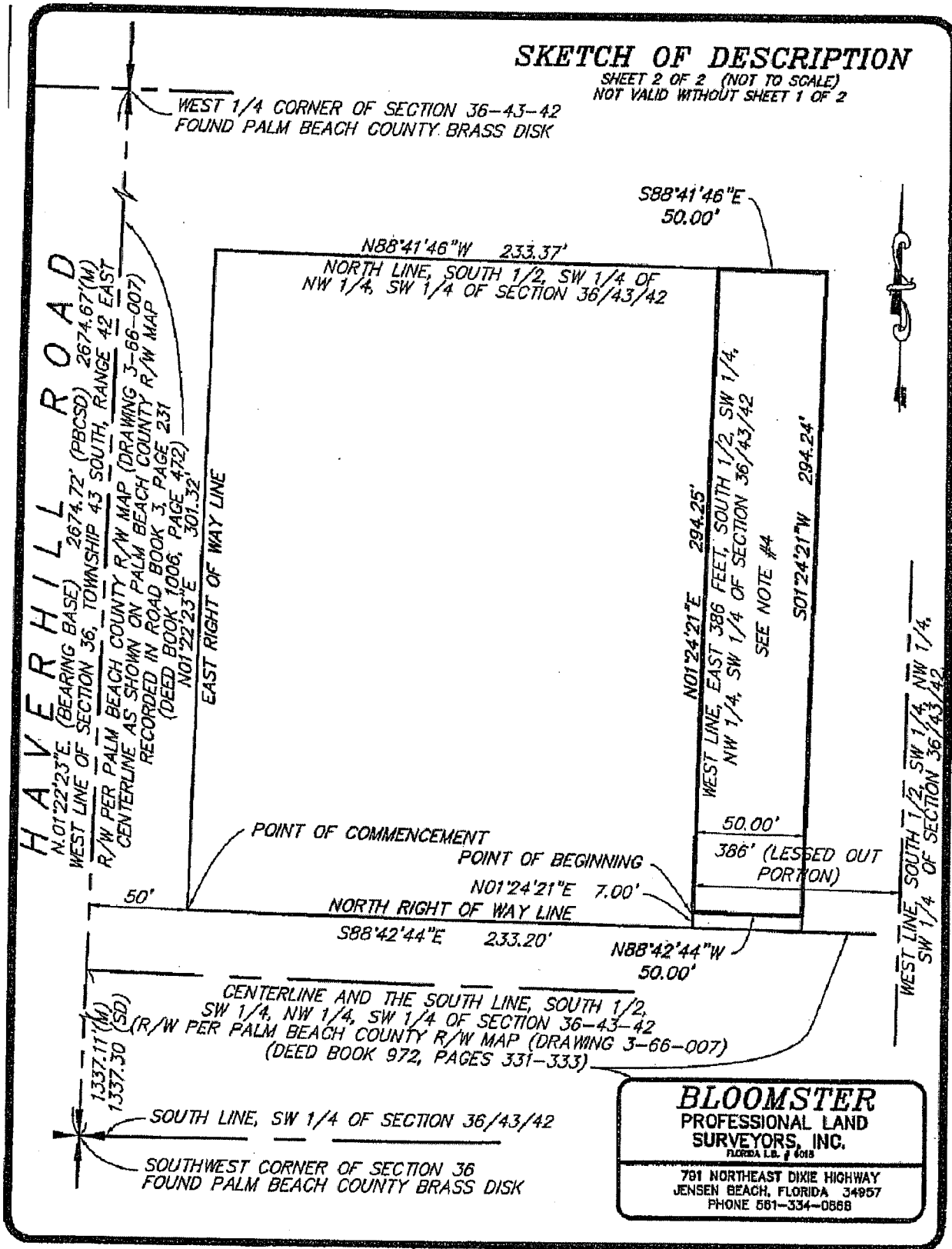


EXHIBIT "B"

LEGAL DESCRIPTION OF RACETRAC PROPERTY (Page 1 of 2)

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY MAP DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH COUNTY RIGHT OF WAY MAP (SAID POINT BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36); THENCE NORTH 01°22'23" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43°40'11" EAST, A DISTANCE OF 35.33 FEET; THENCE SOUTH 88°42'44" EAST, A DISTANCE OF 208.20 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE NORTH 01°24'21" EAST, A DISTANCE OF 294.25 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE NORTH 88°41'46" WEST, A DISTANCE OF 233.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE; THENCE SOUTH 01°22'23" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 269.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 68341.11 SQUARE FEET.

SURVEYOR NOTES:

- 1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING OF THIS SKETCH OF LEGAL DESCRIPTION IS S.88°42'38"E. ALONG THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM"
4. EASEMENT AGREEMENT WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS R-2009-0078

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Signature of Robert Bloomster Jr. dated 11-1-10
ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
781 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34857
PHONE 772-334-0888

Table with 2 columns: Field Name, Value. Includes SHEET 1 OF 2, SCALE 1" = 30', DATE 10/21/10, JOB NO. 10028, REVISIONS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM, INC.
SITE LOCATED: HAVERHILL ROAD & WALLIS ROAD
WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT SHEET 2 OF 2

EXHIBIT "B"

LEGAL DESCRIPTION OF RACETRAC PROPERTY (Page 2 of 2)

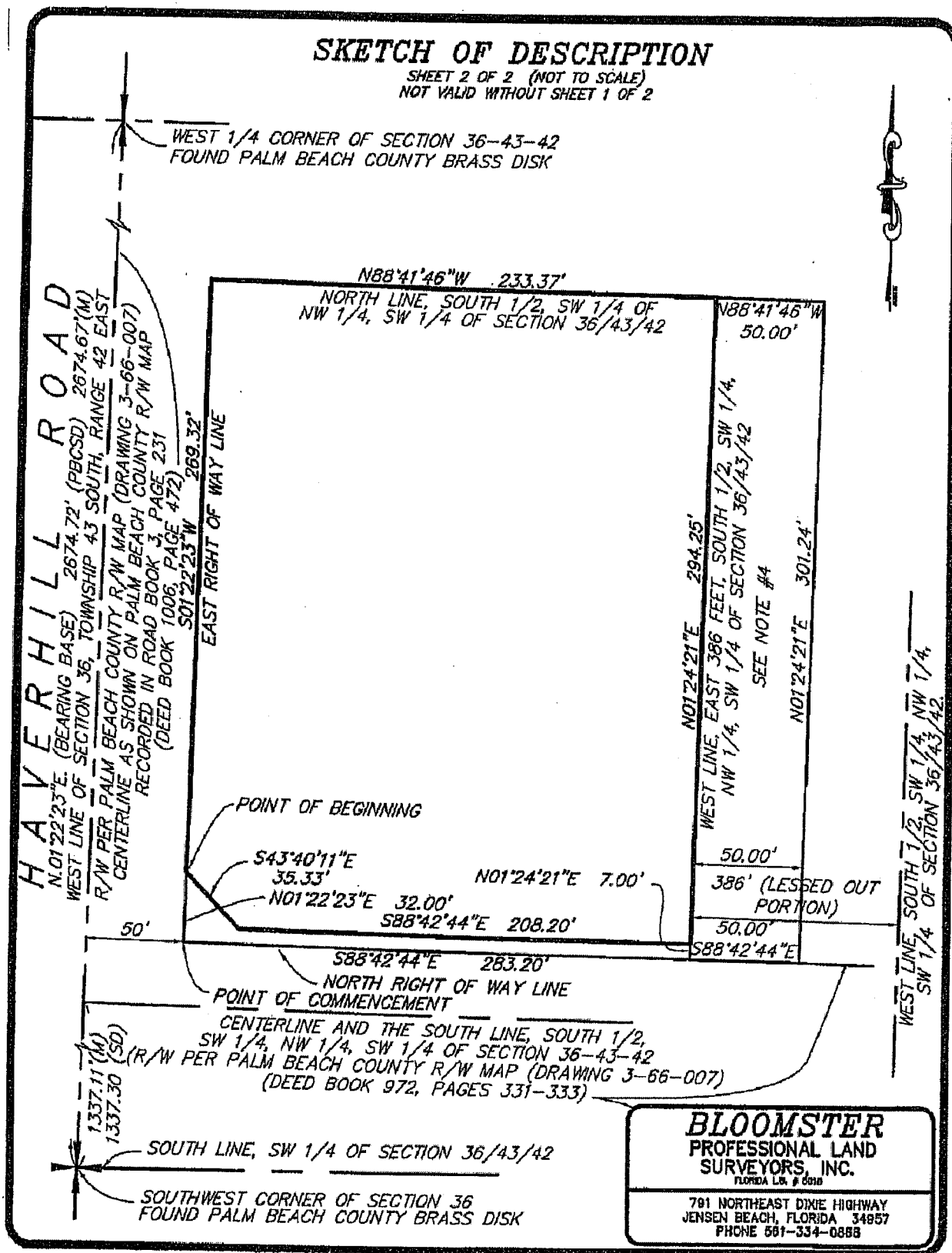


EXHIBIT "F"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 1 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH COUNTY RIGHT OF WAY MAP (SAID POINT BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36); THENCE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 233.20 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 01°24'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET; THENCE SOUTH 88°42'44" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 336 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE SOUTH 01°24'21" WEST, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET; THENCE NORTH 88°42'44" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 350 SQUARE FEET.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS N.01°22'23"E. ALONG THE WEST LINE OF SECTION 36 AS DETERMINED BY FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."
4. EASEMENT AGREEMENT WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS R-2009-0078

SURVEYORS CERTIFICATION:

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Robert Bloomster Jr. 11-1-10

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.S. # 6018

781 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE:	1" = 80'
DATE:	10/18/10
F.I.E.	SKETCH
JOB NO.	10088
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM INC.
SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD
PALM BEACH COUNTY, FLORIDA

EXHIBIT "F"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 2 of 4)

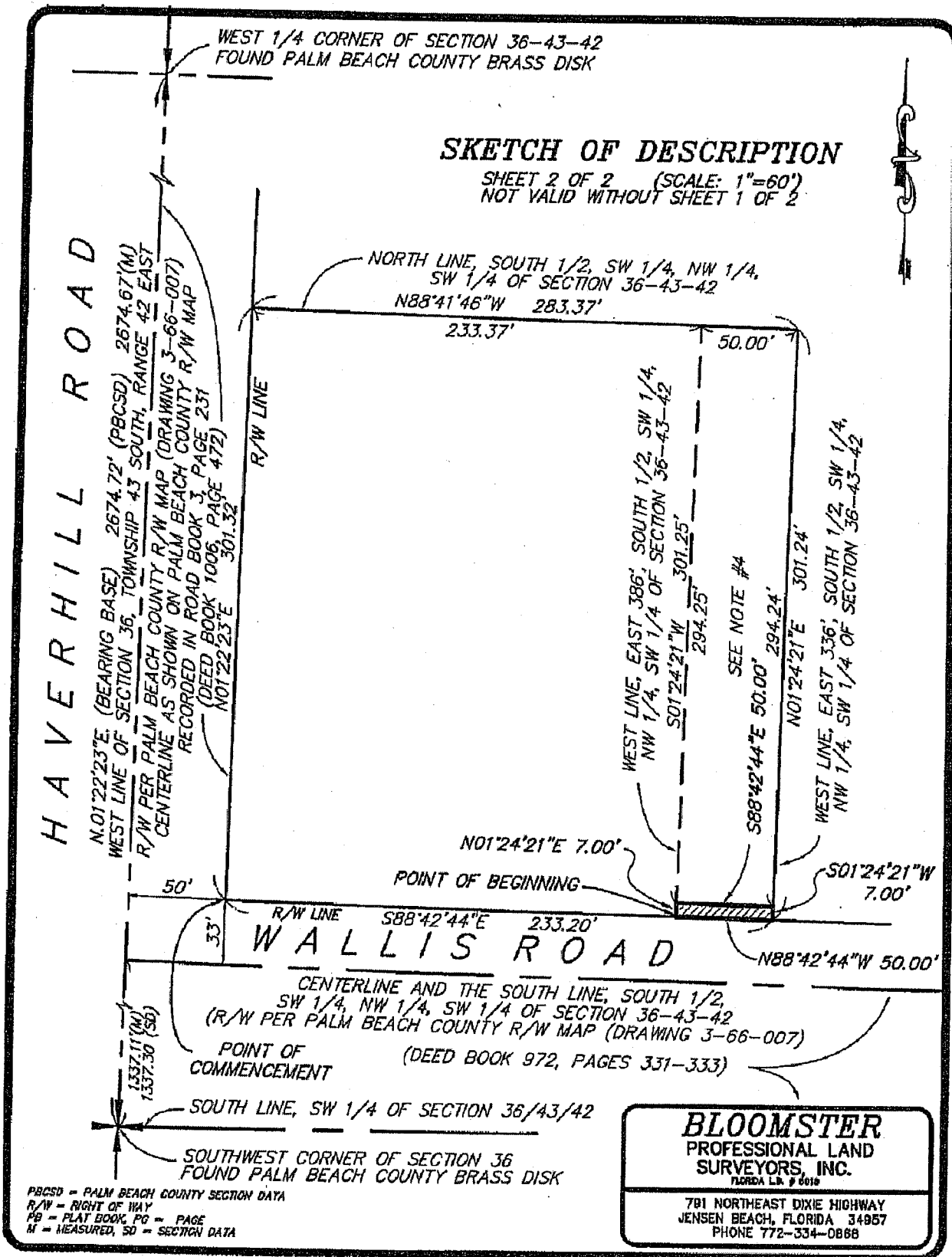


EXHIBIT "F"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 3 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH COUNTY RIGHT OF WAY MAP (SAID POINT BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36); THENCE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 233.20 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF EAST 336 FEET OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE SOUTH 01°24'21" WEST, ALONG SAID WEST LINE, A DISTANCE OF 33 FEET TO A POINT ON THE CENTERLINE OF WALLIS ROAD AND SOUTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE NORTH 88°42'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°24'21" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

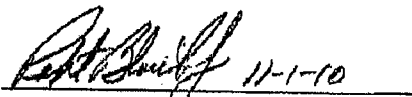
CONTAINING: 1650 SQUARE FEET OR 0.038 ACRES MORE OR LESS.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS N.01°22'23"E. ALONG THE WEST LINE OF SECTION 36 AS DETERMINED BY FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.S. # 6018

701 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE	1" = 60'
DATE	8/19/10
P.A.	SKETCH
JOB NO.	10068
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM INC.
SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD
PALM BEACH COUNTY, FLORIDA

EXHIBIT "F"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 4 of 4)

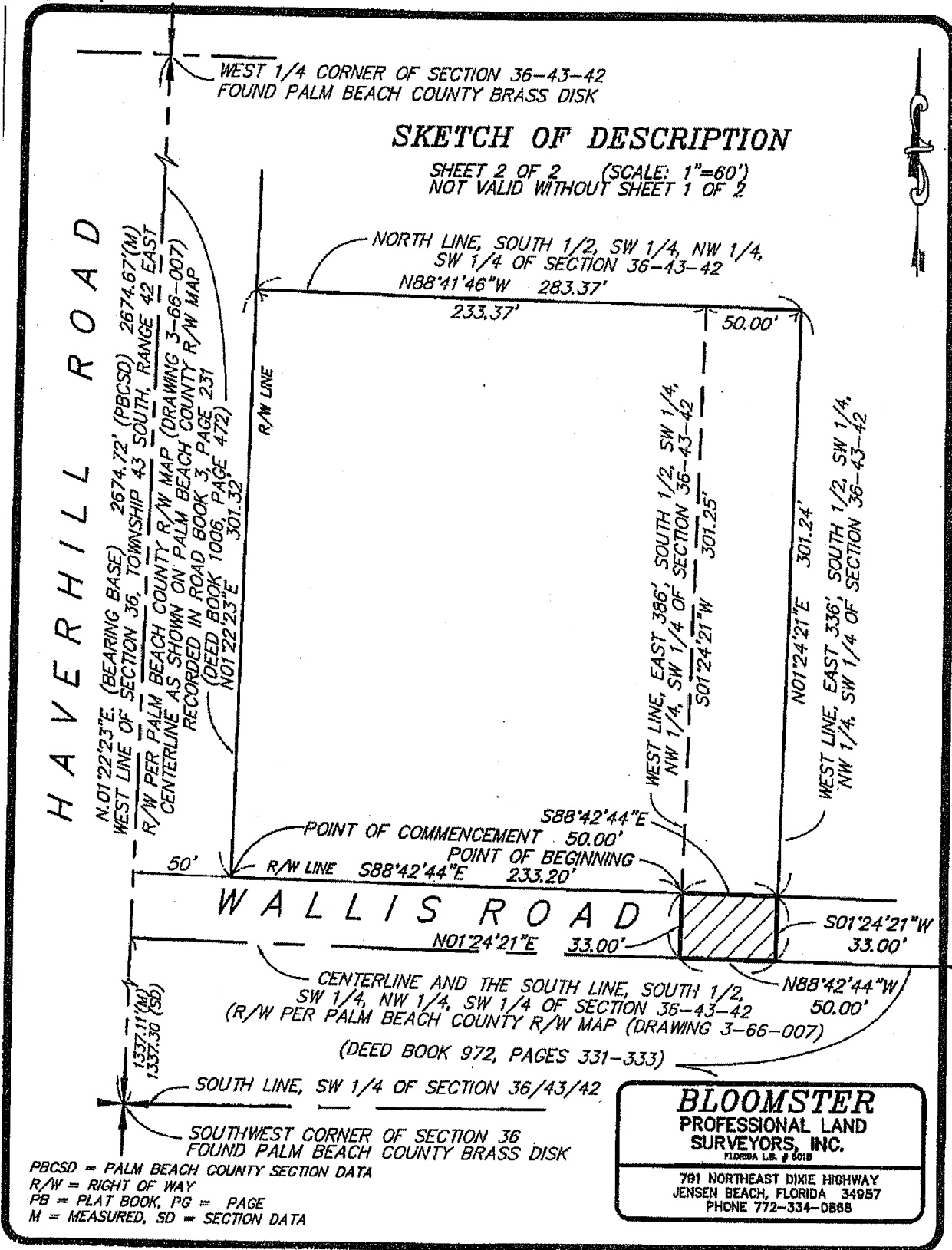


EXHIBIT "G"

AGREEMENT FOR DEDICATION

AGREEMENT FOR DEDICATION OF PUBLIC ROAD RIGHT OF WAY

This Agreement for Dedication of Public Road Right of Way (this "Agreement") is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County") and RACETRAC PETROLEUM, INC., a Georgia corporation ("RaceTrac").

WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

A. **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

B. **"Dedication"** - the dedication of public road right of way by County, in a format acceptable to Engineering, pursuant to Section 6 of this Agreement.

C. **"Dedication Property"** - the real property owned by the County, and managed by DOA, located in Palm Beach County, Florida and legally described in Exhibit "A", attached hereto and made a part hereof.

D. **"DOA"** - the Palm Beach County Department of Airports.

E. **"Engineering"** - the Palm Beach County Engineering and Public Works Department.

F. **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners has approved the execution of this Agreement at a formal meeting of the Board.

G. **"FAA"** - the Federal Aviation Administration.

H. **"Grant Agreements"** - has the meaning set forth in Section 5(A) of this Agreement.

I. **"Purchase Price"** - the purchase price payable to County pursuant to Section 3 of this Agreement.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, County agrees to dedicate the Dedication Property, as public road right of way, as set forth in the Dedication, and RaceTrac agrees to pay the Purchase Price to County, subject to the terms, covenants, and conditions hereinafter set forth.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price for the Dedication shall be Eight Thousand Five Hundred and 00/100ths Dollars (\$8,500.00) ("Purchase Price") and shall be paid in the form of a locally drawn cashiers check made payable to Palm Beach County or, at either party's option, by interbank wire transfer of immediately available funds to an account designated by County. Upon completion of the Dedication, as

provided in Section 6 below, RaceTrac shall pay the Purchase Price, subject to any adjustments, credits, and prorations as herein provided, and subject to the other terms and conditions set forth in this Agreement. The parties acknowledge and agree that the Purchase Price of the Dedication is subject to approval or adjustment by the FAA, as provided in Section 5(B) of this Agreement.

4. CONDITION OF THE DEDICATION PROPERTY. The Dedication Property shall be dedicated in its "AS IS CONDITION" and RaceTrac acknowledges that neither County, nor any of its employees, representatives or agents, have made any representations whatsoever relating to the Dedication Property, including, but not limited to, those relating to its value, title, environmental condition, physical condition or any improvements located thereon, or suitability for use as public road right of way.

5. CONDITIONS PRECEDENT TO DEDICATION.

A. RaceTrac acknowledges that the Dedication Property is part of the County's Airport System, and as such, is subject to certain agreements between the County and the FAA (the "Grant Agreements").

B. The parties agree that the approval of the FAA authorizing the Dedication and releasing the Dedication Property from any and all Grant Agreements entered by and between County and the FAA shall be an express condition precedent to the parties' obligations under this Agreement. The parties acknowledge and agree that the FAA may require surveys, environmental assessments, appraisals or other documentation in support of the request for release. In the event the FAA requires an updated appraisal of the Dedication Property and such updated appraisal indicates that the fair market value of the Dedication Property is greater than the Purchase Price, the Purchase Price shall be automatically adjusted to the amount stated in such updated appraisal without formal amendment of this Agreement. Notwithstanding the foregoing, in the event the Purchase Price is adjusted to an amount more than Fifteen Thousand Dollars (\$15,000.00), then RaceTrac may terminate this Agreement upon written notice to County, in which event this Agreement shall terminate and the parties shall be released from all further obligations under this Agreement.

C. County shall notify RaceTrac in writing when the aforementioned condition set forth in Section 5(B) above has been satisfied. In the event the FAA does not authorize the release of the Dedication Property from any and all Grant Agreements, in accordance with the terms and conditions of this Agreement, this Agreement shall terminate and the parties shall be released from all further obligations under this Agreement.

D. As an express condition precedent to RaceTrac's obligation to close the transaction contemplated by this Agreement, County and RaceTrac shall simultaneously close on the transaction contemplated in that certain Agreement for Sale and Purchase of Easement dated January 13, 2009 (R2009-0078), as amended. In the event the Agreement for Sale and Purchase of Easement is terminated, this Agreement shall simultaneously be deemed terminated and the parties shall be relieved from all further obligations hereunder, except for those that explicitly survive the termination of this Agreement or accrued prior to termination. The foregoing condition precedent may be waived by RaceTrac upon written notice to County.

6. COMPLETION OF DEDICATION. Within sixty (60) business days following satisfaction of the conditions set forth in Sections 5(B) and 5(D) above, County will dedicate the Dedication Property as public road right of way (the "Dedication"). The Dedication shall be in a form and substance acceptable to Engineering and FAA, in their sole discretion, and shall be subject to approval by the Palm Beach County Board of County Commissioners.

7. EXPENSES. RaceTrac shall pay all costs associated with the transaction contemplated in this Agreement, including, without limitation, the following expenses:

- A. The cost of recording the Dedication.
- B. Documentary Stamps required to be affixed to the Dedication, if any.
- C. All costs and premiums for the any title insurance commitment or title

insurance policy for the Dedication or Dedication Property, if required by Engineering.

D. All costs necessary to cure title defects or encumbrances affecting the Dedication Property, if required by Engineering.

E. All costs associated with surveys or legal descriptions of the Dedication Property.

F. All costs associated with appraisal of the Dedication Property, if an updated appraisal of the Dedication Property is required by the FAA.

Notwithstanding the foregoing, in the event the estimated cost to cure title defects or encumbrances affecting the Dedication Property, as in Section 7(D) above, exceeds Seven Thousand Dollars (\$7,000.00), then RaceTrac may terminate this Agreement upon written notice to County, in which event this Agreement shall terminate and the parties shall be released from all further obligations under this Agreement.

8. CONDEMNATION. In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to completion of the transaction contemplated in this Agreement, resulting in taking of any portion of the Dedication Property, RaceTrac shall have the option, which must be exercised within ten (10) days from receipt of written notice of such proceedings: (i) to terminate this Agreement, whereupon the parties shall be released from all obligations hereunder other than those which expressly survive termination of this Agreement; or (ii) to complete the transaction contemplated by this Agreement, in which event the Purchase Price shall not be reduced, provided, however, that County shall assign the applicable condemnation or eminent domain award to RaceTrac.

9. REAL ESTATE BROKER. RaceTrac represents and warrants to County that it has not dealt with any broker salesman, agent, or finder in connection with this transaction, and agrees to indemnify, defend, and save County harmless from the claims and demands of any real estate broker claiming to have dealt with RaceTrac. RaceTrac's indemnity obligation shall include, without limitation, the payment of all reasonable costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands and shall survive the completion of the transaction contemplated in this Agreement, or termination of this Agreement. County represents and warrants to RaceTrac that it has not dealt with any broker salesman, agent, or finder in connection with this transaction.

10. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service telecopied or faxed or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery or refusal of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to County: Palm Beach County
Department of Airports
ATTN: Deputy Director – Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, Florida 33406

With a copy to: Palm Beach County Attorney's Office
ATTN: Airport Attorney
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401

If to RaceTrac: RaceTrac Petroleum, Inc.
ATTN: General Counsel
3225 Cumberland Boulevard, Suite 100
Atlanta, GA 30339

With a copy to: Gary M. Brandenburg, Esq.
Brandenburg & Associates, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, FL 33408

Either party may from time to time change the address to which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

11. ASSIGNMENT. RaceTrac may not assign this Agreement or any interest herein without the prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Notwithstanding the foregoing, following written notice to County, RaceTrac may assign this Agreement to an entity owned or controlled by RaceTrac or its shareholders without the consent of County.

12. DEFAULT.

A. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy otherwise is not set forth in this Agreement, RaceTrac shall be entitled to elect only one of the following choices as RaceTrac's sole and exclusive remedy, all other remedies provided at law or in equity being hereby waived by RaceTrac: (i) RaceTrac shall be entitled to terminate this Agreement, whereupon the parties shall be released from all further obligations hereunder other than those which expressly survive termination of this Agreement; or (ii) RaceTrac may elect to waive any such conditions or defaults and to consummate the transaction contemplated by this Agreement in the same manner as if there had been no default. All other remedies are hereby waived by RaceTrac.

B. In the event RaceTrac fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy otherwise is not set forth in this Agreement and such failure or refusal continues for fifteen (15) days after receipt of written notice from County, County shall be entitled, as County's sole and exclusive remedy, to terminate this Agreement, whereupon the parties shall be released from all obligations hereunder other than those which expressly survive termination of this Agreement. All other remedies are hereby waived by County. Notwithstanding such termination by County, RaceTrac shall remain responsible for any expenses incurred pursuant to Section 7 of this Agreement prior to termination.

13. RISK OF LOSS. All risk of loss, damage or casualty to the Dedication Property shall be borne by County from and after the Effective Date until completion of the transaction contemplated in this Agreement.

14. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

15. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

16. NO RECORDING. Neither party shall record this Agreement, or any memorandum thereof, in the Public Records of Palm Beach County, Florida.

17. TIME OF ESSENCE. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

18. INTEGRATION. This Agreement contains the entire understanding and

Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

19. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

20. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, creed, color, sex, national origin, disability, religion, ancestry, marital status, familial status, age, handicap, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

21. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

22. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

23. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future.

24. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

25. INCORPORATION BY REFERENCES. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

26. OFFICE OF THE INSPECTOR GENERAL. County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of RaceTrac and its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

[End of Text; Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered in the presence of

RACETRAC PETROLEUM, INC.

(Witness signature)

By: _____
(Signature)

(Witness name printed)

(Print signatory's name)

(Witness signature)

Its: _____
(Print title)

(Witness name printed)

(Corporate seal)

Date of Execution by RaceTrac:

Attest:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

Date of Execution by County:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

Department Director

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 1 of 4)

LEGAL DESCRIPTION

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

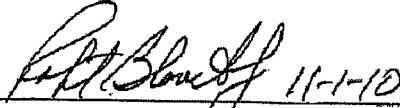
COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH COUNTY RIGHT OF WAY MAP (SAID POINT BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36); THENCE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 233.20 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 01°24'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET; THENCE SOUTH 88°42'44" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 336 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE SOUTH 01°24'21" WEST, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET; THENCE NORTH 88°42'44" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 350 SQUARE FEET.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS N.01°22'23"E. ALONG THE WEST LINE OF SECTION 36 AS DETERMINED BY FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."
4. EASEMENT AGREEMENT WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS R-2009-0078

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC. <small>FLORIDA L.S. # 4018</small>
791 NORTHEAST DIXIE HIGHWAY JENSEN BEACH, FLORIDA 34957 PHONE 772-334-0868

SHEET 1 OF 2
SCALE: 1" = 60'
DATE: 10/15/10
F.B. SKETCH
JOB NO. 10088
REVISIONS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION PREPARED FOR: RACETRAC PETROLEUM INC. SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD PALM BEACH COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 2 of 4)

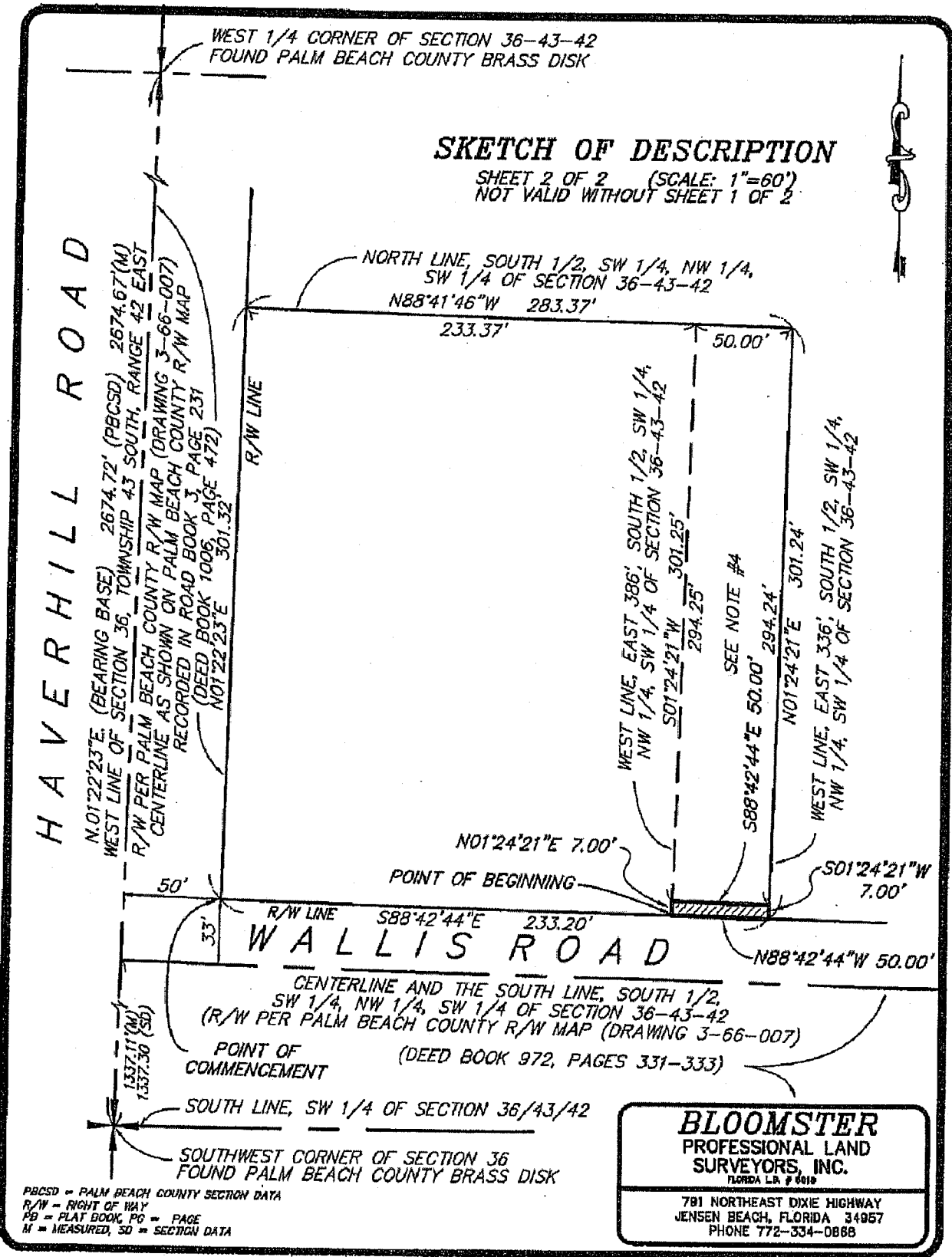


EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 3 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

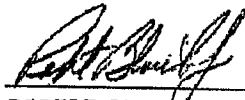
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH COUNTY RIGHT OF WAY MAP (SAID POINT BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36); THENCE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 233.20 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF EAST 336 FEET OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE SOUTH 01°24'21" WEST, ALONG SAID WEST LINE, A DISTANCE OF 33 FEET TO A POINT ON THE CENTERLINE OF WALLIS ROAD AND SOUTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE NORTH 88°42'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°24'21" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 1650 SQUARE FEET OR 0.038 ACRES MORE OR LESS.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS N.01°22'23"E. ALONG THE WEST LINE OF SECTION 36 AS DETERMINED BY FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 11-1-10
ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.S. # 6016

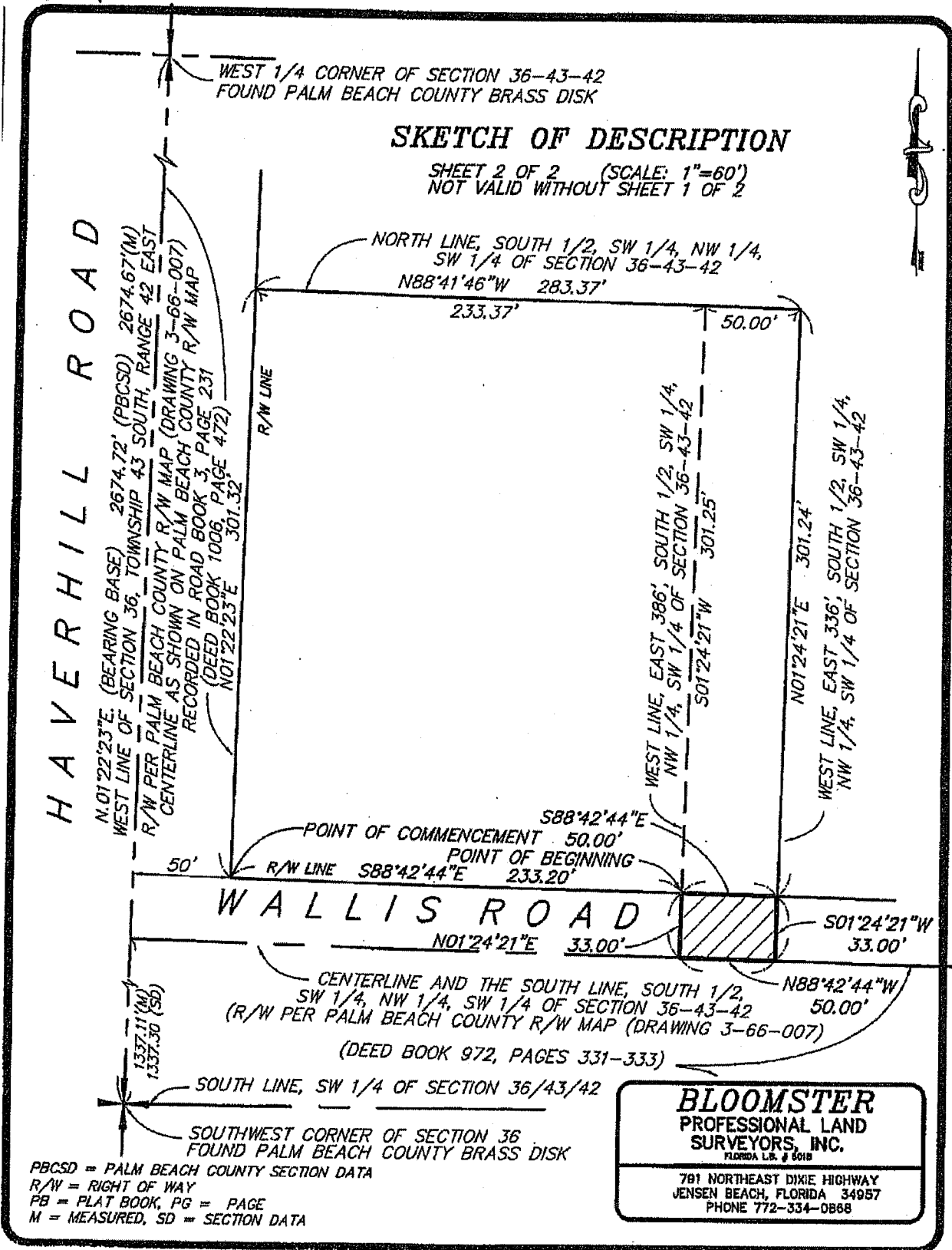
791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE	1" = 80'
DATE	8/10/10
P.R.	SKETCH
JOB NO.	1006D
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM INC.
SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD
PALM BEACH COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 4 of 4)




CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Phil Gura is the Assistant Secretary of RACETRAC PETROLEUM, INC., a corporation organized and existing in good standing under the laws of the State of Georgia, hereinafter referred to as the "Corporation".

2. That Max Lenker, the President of the Corporation, is authorized to execute that certain First Amendment to Agreement for Sale and Purchase of Easement and that certain Agreement for Dedication of Public Road Right of Way, each by and between the Corporation and Palm Beach County, a political subdivision of the State of Florida, and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under each agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 4th day of November, 2010.



By: Philip P. Gura
Title: Assistant Secretary

Corporate Seal

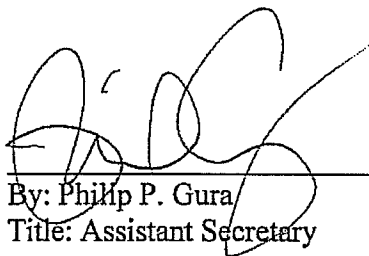
CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Phil Gura is the Assistant Secretary of RACETRAC PETROLEUM, INC., a corporation organized and existing in good standing under the laws of the State of Georgia, hereinafter referred to as the "Corporation".

2. That Max Lenker, the President of the Corporation, is authorized to execute that certain First Amendment to Agreement for Sale and Purchase of Easement and that certain Agreement for Dedication of Public Road Right of Way, each by and between the Corporation and Palm Beach County, a political subdivision of the State of Florida, and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under each agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 4th day of November, 2010.


By: Philip P. Gura
Title: Assistant Secretary

Corporate Seal

AGREEMENT FOR DEDICATION OF PUBLIC ROAD RIGHT OF WAY

This Agreement for Dedication of Public Road Right of Way (this "Agreement") is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County") and RACETRAC PETROLEUM, INC., a Georgia corporation ("RaceTrac").

WITNESSETH:

1. DEFINITIONS. The following terms as used herein shall have the following meanings:

A. "Agreement" - this instrument, together with all exhibits, addenda, and proper amendments hereto.

B. "Dedication" - the dedication of public road right of way by County, in a format acceptable to Engineering, pursuant to Section 6 of this Agreement.

C. "Dedication Property" - the real property owned by the County, and managed by DOA, located in Palm Beach County, Florida and legally described in Exhibit "A", attached hereto and made a part hereof.

D. "DOA" - the Palm Beach County Department of Airports.

E. "Engineering" - the Palm Beach County Engineering and Public Works Department.

F. "Effective Date" - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners has approved the execution of this Agreement at a formal meeting of the Board.

G. "FAA" - the Federal Aviation Administration.

H. "Grant Agreements" - has the meaning set forth in Section 5(A) of this Agreement.

I. "Purchase Price" - the purchase price payable to County pursuant to Section 3 of this Agreement.

2. SALE AND PURCHASE. In consideration of the mutual covenants herein contained, and various other good and valuable consideration, County agrees to dedicate the Dedication Property, as public road right of way, as set forth in the Dedication, and RaceTrac agrees to pay the Purchase Price to County, subject to the terms, covenants, and conditions hereinafter set forth.

3. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price for the Dedication shall be Eight Thousand Five Hundred and 00/100ths Dollars (\$8,500.00) ("Purchase Price") and shall be paid in the form of a locally drawn cashiers check made payable to Palm Beach County or, at either party's option, by interbank wire transfer of immediately available funds to an account designated by County. Upon completion of the Dedication, as provided in Section 6 below, RaceTrac shall pay the Purchase Price, subject to any adjustments, credits, and prorations as herein provided, and subject to the other terms and conditions set forth in this Agreement. The parties acknowledge and agree that the Purchase Price of the Dedication is subject to approval or adjustment by the FAA, as provided in Section 5(B) of this Agreement.

4. CONDITION OF THE DEDICATION PROPERTY. The Dedication Property shall be dedicated in its "AS IS CONDITION" and RaceTrac acknowledges that neither County, nor any of its employees, representatives or agents, have made any representations whatsoever relating to the Dedication Property, including, but not limited to, those relating to its value, title, environmental condition, physical condition or any improvements located thereon, or suitability for use as public road right of way.

5. CONDITIONS PRECEDENT TO DEDICATION.

A. RaceTrac acknowledges that the Dedication Property is part of the County's Airport System, and as such, is subject to certain agreements between the County and the FAA (the "Grant Agreements").

B. The parties agree that the approval of the FAA authorizing the Dedication and releasing the Dedication Property from any and all Grant Agreements entered by and between County and the FAA shall be an express condition precedent to the parties' obligations under this Agreement. The parties acknowledge and agree that the FAA may require surveys, environmental assessments, appraisals or other documentation in support of the request for release. In the event the FAA requires an updated appraisal of the Dedication Property and such updated appraisal indicates that the fair market value of the Dedication Property is greater than the Purchase Price, the Purchase Price shall be automatically adjusted to the amount stated in such updated appraisal without formal amendment of this Agreement. Notwithstanding the foregoing, in the event the Purchase Price is adjusted to an amount more than Fifteen Thousand Dollars (\$15,000.00), then RaceTrac may terminate this Agreement upon written notice to County, in which event this Agreement shall terminate and the parties shall be released from all further obligations under this Agreement.

C. County shall notify RaceTrac in writing when the aforementioned condition set forth in Section 5(B) above has been satisfied. In the event the FAA does not authorize the release of the Dedication Property from any and all Grant Agreements, in accordance with the terms and conditions of this Agreement, this Agreement shall terminate and the parties shall be released from all further obligations under this Agreement.

D. As an express condition precedent to RaceTrac's obligation to close the transaction contemplated by this Agreement, County and RaceTrac shall simultaneously close on the transaction contemplated in that certain Agreement for Sale and Purchase of Easement dated January 13, 2009 (R2009-0078), as amended. In the event the Agreement for Sale and Purchase of Easement is terminated, this Agreement shall simultaneously be deemed terminated and the parties shall be relieved from all further obligations hereunder, except for those that explicitly survive the termination of this Agreement or accrued prior to termination. The foregoing condition precedent may be waived by RaceTrac upon written notice to County.

6. COMPLETION OF DEDICATION. Within sixty (60) business days following satisfaction of the conditions set forth in Sections 5(B) and 5(D) above, County will dedicate the Dedication Property as public road right of way (the "Dedication"). The Dedication shall be in a form and substance acceptable to Engineering and FAA, in their sole discretion, and shall be subject to approval by the Palm Beach County Board of County Commissioners.

7. EXPENSES. RaceTrac shall pay all costs associated with the transaction contemplated in this Agreement, including, without limitation, the following expenses:

A. The cost of recording the Dedication.

B. Documentary Stamps required to be affixed to the Dedication, if any.

C. All costs and premiums for the any title insurance commitment or title insurance policy for the Dedication or Dedication Property, if required by Engineering.

D. All costs necessary to cure title defects or encumbrances affecting the Dedication Property, if required by Engineering.

E. All costs associated with surveys or legal descriptions of the Dedication Property.

F. All costs associated with appraisal of the Dedication Property, if an updated appraisal of the Dedication Property is required by the FAA.

Notwithstanding the foregoing, in the event the estimated cost to cure title defects or encumbrances affecting the Dedication Property, as in Section 7(D) above, exceeds Seven Thousand Dollars (\$7,000.00), then RaceTrac may terminate this Agreement upon written notice to County, in which event this Agreement shall terminate and the parties shall be released from all further obligations under this Agreement.

8. CONDEMNATION. In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to completion of the transaction contemplated in this Agreement, resulting in taking of any portion of the Dedication Property, RaceTrac shall have the option, which must be exercised within ten (10) days from receipt of written notice of such proceedings: (i) to terminate this Agreement, whereupon the parties shall be released from all obligations hereunder other than those which expressly survive termination of this Agreement; or (ii) to complete the transaction contemplated by this Agreement, in which event the Purchase Price shall not be reduced, provided, however, that County shall assign the applicable condemnation or eminent domain award to RaceTrac.

9. REAL ESTATE BROKER. RaceTrac represents and warrants to County that it has not dealt with any broker salesman, agent, or finder in connection with this transaction, and agrees to indemnify, defend, and save County harmless from the claims and demands of any real estate broker claiming to have dealt with RaceTrac. RaceTrac's indemnity obligation shall include, without limitation, the payment of all reasonable costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands and shall survive the completion of the transaction contemplated in this Agreement, or termination of this Agreement. County represents and warrants to RaceTrac that it has not dealt with any broker salesman, agent, or finder in connection with this transaction.

10. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service telecopied or faxed or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery or refusal of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to County: Palm Beach County
Department of Airports
ATTN: Deputy Director – Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, Florida 33406

With a copy to: Palm Beach County Attorney's Office
ATTN: Airport Attorney
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401

If to RaceTrac: RaceTrac Petroleum, Inc.
ATTN: General Counsel
3225 Cumberland Boulevard, Suite 100
Atlanta, GA 30339

With a copy to: Gary M. Brandenburg, Esq.
Brandenburg & Associates, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, FL 33408

Either party may from time to time change the address to which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

11. ASSIGNMENT. RaceTrac may not assign this Agreement or any interest herein without the prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Notwithstanding the foregoing, following written notice to County, RaceTrac may assign this Agreement to an entity owned or controlled by RaceTrac or its shareholders without the consent of County.

12. DEFAULT.

A. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy otherwise is not set forth in this Agreement, RaceTrac shall be entitled to elect only one of the following choices as RaceTrac's sole and exclusive remedy, all other remedies provided at law or in equity being hereby waived by RaceTrac: (i) RaceTrac shall be entitled to terminate this Agreement, whereupon the parties shall be released from all further obligations hereunder other than those which expressly survive termination of this Agreement; or (ii) RaceTrac may elect to waive any such conditions or defaults and to consummate the transaction contemplated by this Agreement in the same manner as if there had been no default. All other remedies are hereby waived by RaceTrac.

B. In the event RaceTrac fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy otherwise is not set forth in this Agreement and such failure or refusal continues for fifteen (15) days after receipt of written notice from County, County shall be entitled, as County's sole and exclusive remedy, to terminate this Agreement, whereupon the parties shall be released from all obligations hereunder other than those which expressly survive termination of this Agreement. All other remedies are hereby waived by County. Notwithstanding such termination by County, RaceTrac shall remain responsible for any expenses incurred pursuant to Section 7 of this Agreement prior to termination.

13. RISK OF LOSS. All risk of loss, damage or casualty to the Dedication Property shall be borne by County from and after the Effective Date until completion of the transaction contemplated in this Agreement.

14. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

15. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

16. NO RECORDING. Neither party shall record this Agreement, or any memorandum thereof, in the Public Records of Palm Beach County, Florida.

17. TIME OF ESSENCE. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

18. INTEGRATION. This Agreement contains the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

19. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

20. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, creed, color, sex, national origin, disability, religion, ancestry, marital status, familial status, age, handicap, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

21. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

22. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

23. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future.

24. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

25. INCORPORATION BY REFERENCES. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

26. OFFICE OF THE INSPECTOR GENERAL. County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of RaceTrac and its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

[End of Text; Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered in the presence of

[Signature]
(Witness signature)

STEVEN RITTE
(Witness name printed)

[Signature]
(Witness signature)

Ryan LEAS
(Witness name printed)

RACETRAC PETROLEUM, INC.

By: [Signature]
(Signature)

Max Lenker
(Print signatory's name)

Its: President
(Print title)

(Corporate seal)

Date of Execution by Purchaser:

November 5, 2010

Attest:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date of Execution by County:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

[Signature]
Department Director

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 1 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

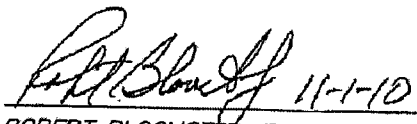
A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH COUNTY RIGHT OF WAY MAP (SAID POINT BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36); THENCE SOUTH 88°42'44" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 233.20 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 01°24'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET; THENCE SOUTH 88°42'44" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 336 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE SOUTH 01°24'21" WEST, ALONG SAID WEST LINE, A DISTANCE OF 7.00 FEET; THENCE NORTH 88°42'44" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 350 SQUARE FEET.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS N.01°22'23"E. ALONG THE WEST LINE OF SECTION 36 AS DETERMINED BY FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."
4. EASEMENT AGREEMENT WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS R-2009-007B

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.S. # 6018

791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE:	1" = 60'
DATE:	10/18/10
P.B.:	SKETCH
JOB NO.:	10088
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM INC.
SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD
PALM BEACH COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 2 of 4)

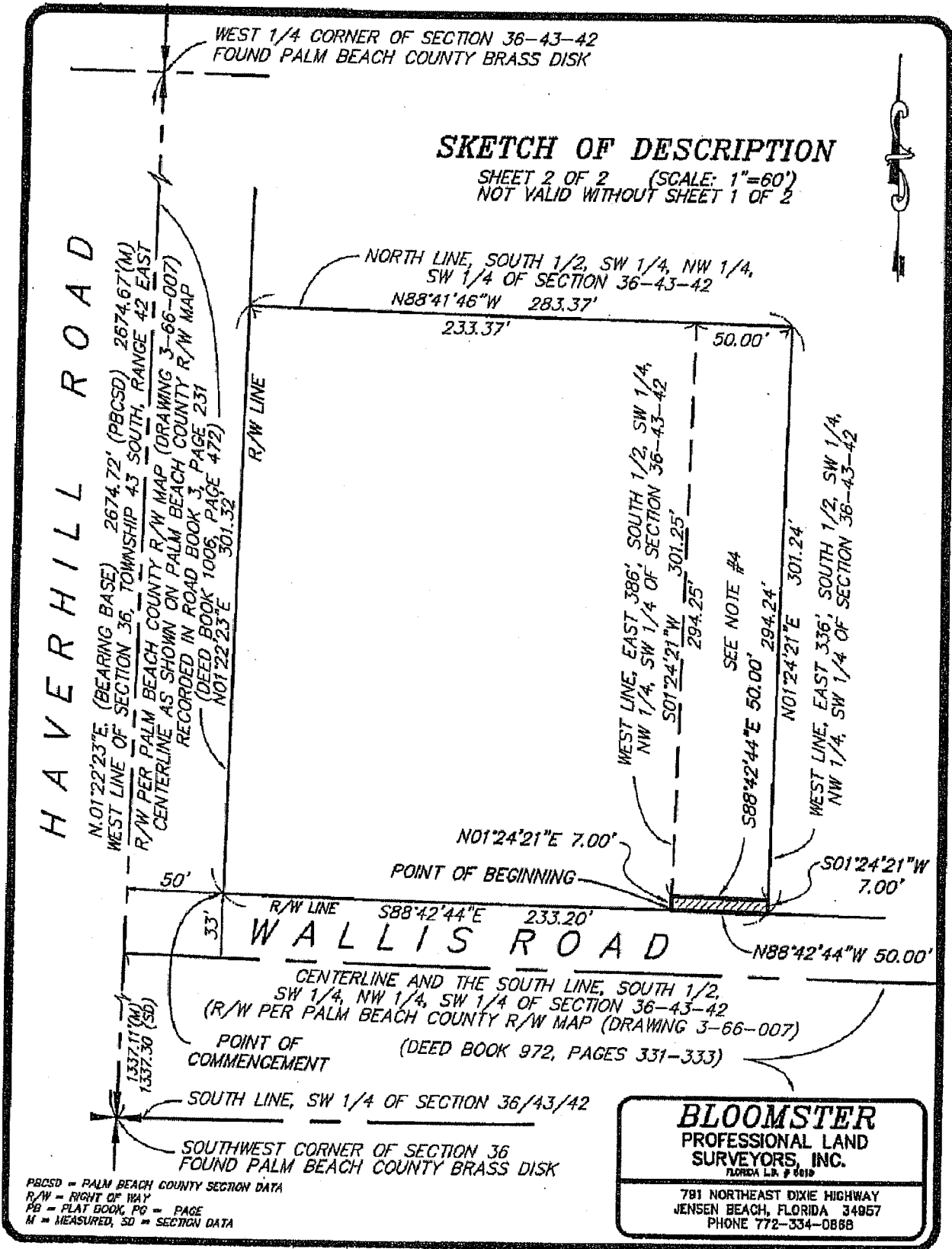


EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 3 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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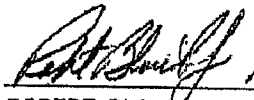
CONTAINING: 1650 SQUARE FEET OR 0.038 ACRES MORE OR LESS.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS N.01°22'23"E. ALONG THE WEST LINE OF SECTION 36 AS DETERMINED BY FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 11-1-10
ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA Lic. # 8018

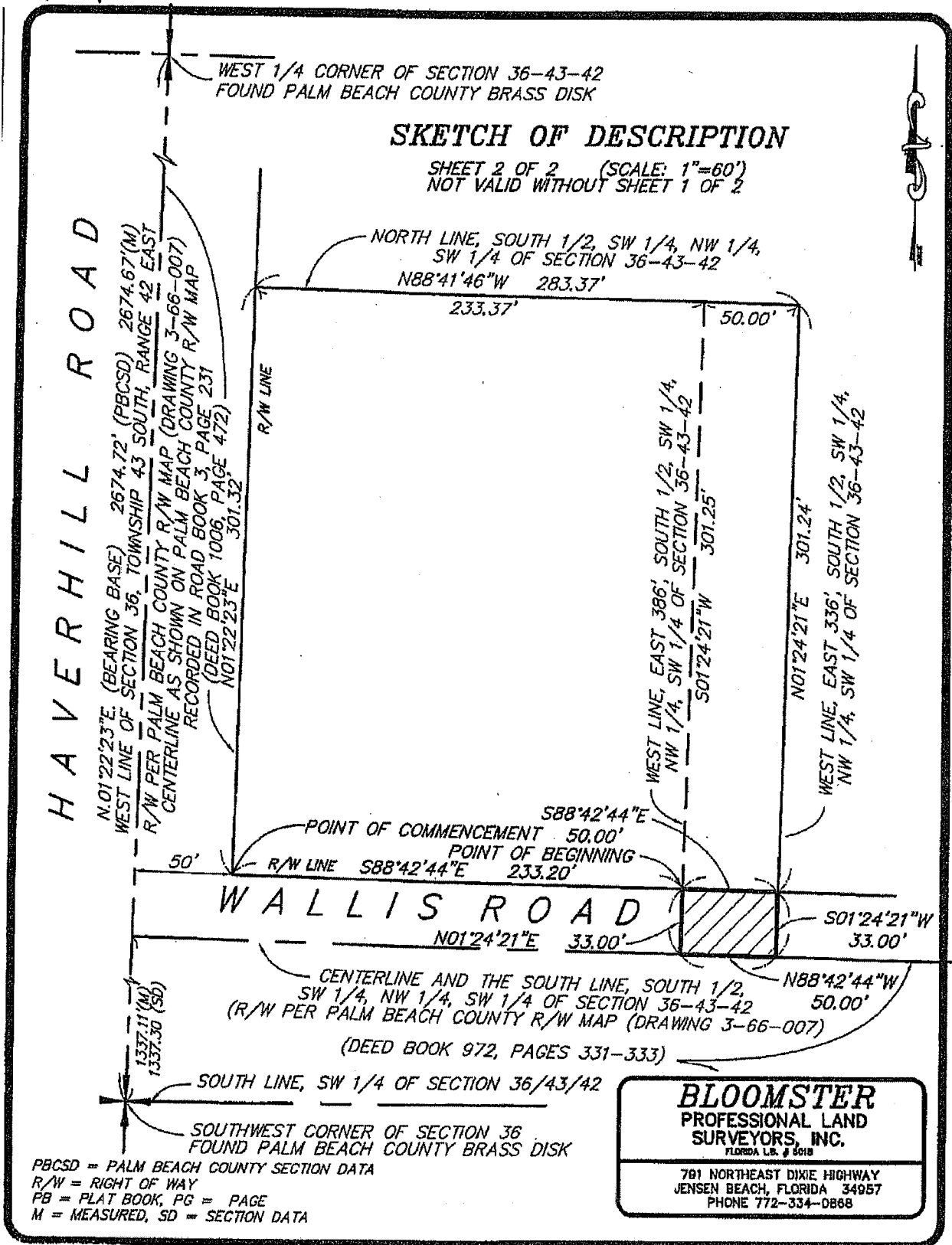
701 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE:	1" = 80'
DATE:	8/19/10
P.B.:	SKETCH
JOB NO.:	1008D
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM INC.
SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD
PALM BEACH COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 4 of 4)



RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; DETERMINING THAT CERTAIN REAL PROPERTY IS NOT NECESSARY FOR AIRPORT PURPOSES; THAT THE DISPOSITION OF SUCH PROPERTY BY THE COUNTY SHALL NOT IMPAIR THE OPERATING EFFICIENCY OF THE AIRPORT SYSTEM OR REDUCE THE REVENUE-PRODUCING CAPABILITY OF THE AIRPORT SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984 (R-84-1659), as amended and supplemented (the "Bond Resolution"), the County has issued Airport System Revenue Bonds; and

WHEREAS, in order to dispose of real property existing as part of the Airport System (as defined in the Bond Resolution), Section 708 of the Bond Resolution requires the County to make a determination that such real property is not necessary, useful or profitable in the operation of the Airport System; and

WHEREAS, the Engineering and Public Works Department desires to use certain real property, as more particularly described on Exhibit "A", attached hereto and made a part hereof, (hereinafter referred to as the "Dedicated Property"), for County road right of way purposes, which real property is currently part of the Airport System; and

WHEREAS, the Board of County Commissioners of Palm Beach County is satisfied that the Dedicated Property is required for County road right of way purposes and is not necessary, useful or profitable in the operation of the Airport System; and

WHEREAS, the Department of Airports will receive compensation from RaceTrac Petroleum, Inc., in the amount of \$8,500.00, which constitutes fair and reasonable value for the Dedicated Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners of Palm Beach County hereby determines that: (a) the Dedicated Property is not necessary, useful or profitable in the operation of the Airport System; (b) use of the Dedicated Property for County road right of way purposes will not impair the operating efficiency of the Airport System or reduce the revenue-producing capability of the Airport System; and (c) the compensation to be paid by RaceTrac Petroleum, Inc., in the amount of \$8,500.00, constitutes fair and reasonable value for the Dedicated Property.

Section 3. The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- District 1: Karen T. Marcus
- District 2:
- District 3: Shelley Vana
- District 4: Steven L. Abrams
- District 5: Burt Aaronson
- District 6:
- District 7:

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 20____.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 1 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

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BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

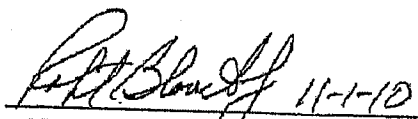
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CONTAINING: 350 SQUARE FEET.

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3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."
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SURVEYORS CERTIFICATION:

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ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.S. # 6018
701 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE	1" = 60'
DATE	12/12/10
P.L.	RK/SLA
JOB NO.	10008
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM INC.
SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD
PALM BEACH COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 2 of 4)

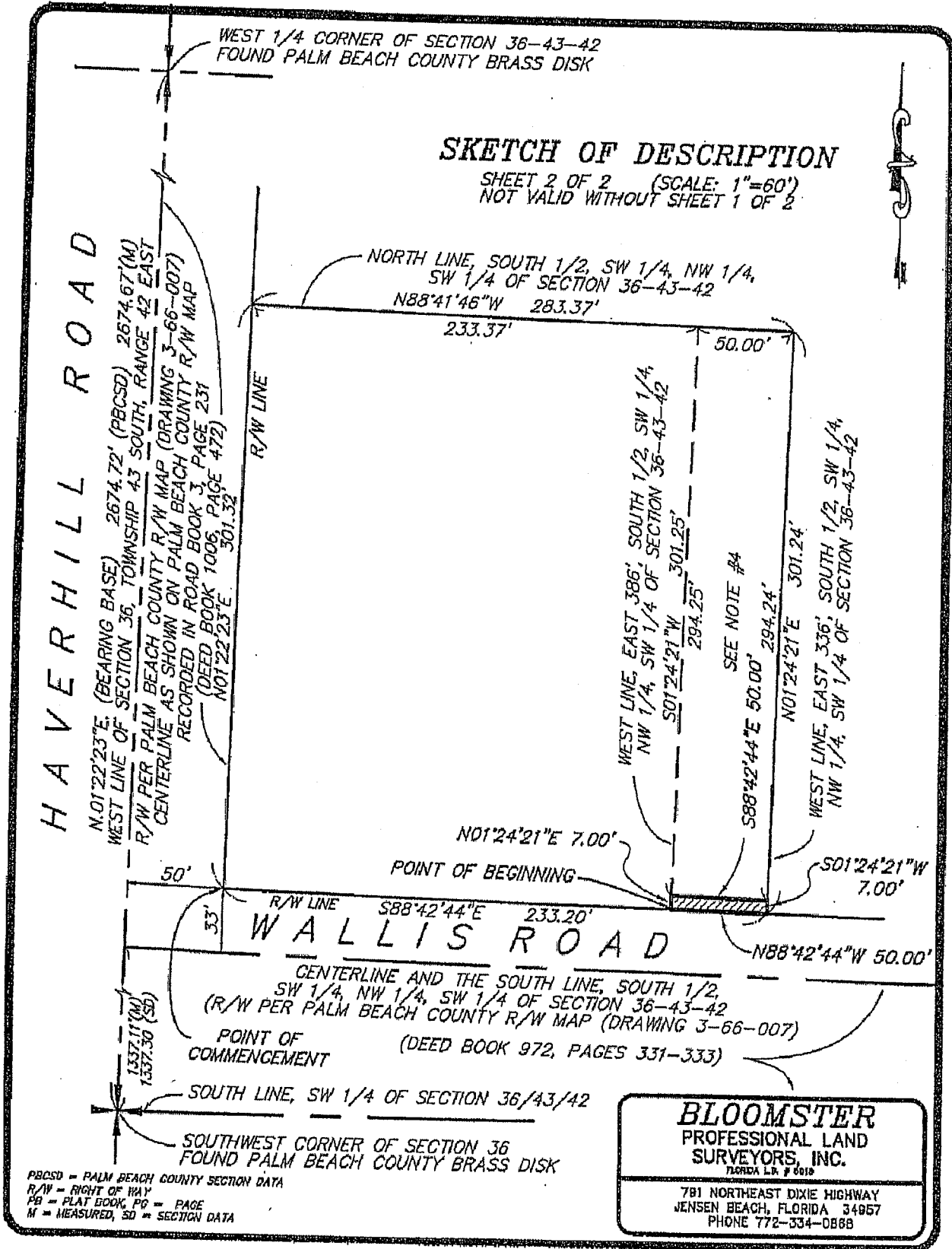


EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 3 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

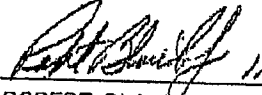
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CONTAINING: 1650 SQUARE FEET OR 0.038 ACRES MORE OR LESS.

NOTES:

- 1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS N.01°22'23"E. ALONG THE WEST LINE OF SECTION 36 AS DETERMINED BY FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.
- 3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM INC."

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 11-1-10
ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.S. # 5018
701 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE	1" = 60'
DATE	8/10/10
P.L.	SKETCH
JOB NO.	10059
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM INC.
SITE LOCATED: HAVERHILL ROAD and WALLIS ROAD
PALM BEACH COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATED PROPERTY (Page 4 of 4)

