

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 6, 2011 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Airports
Submitted By: Department of Airports
Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Approve a Second Amendment to Agreement for Sale and Purchase of Easement with RaceTrac Petroleum, Inc. (RaceTrac) (Second Amendment), replacing the form of the Easement Agreement to be purchased by RaceTrac; and
- B) Approve the execution of the Easement Agreement with RaceTrac; and
- C) Approve a Letter of Release (Release) from the Federal Aviation Administration (FAA), releasing a .046 acre portion of Parcel 9L-W-123 consisting of two parcels of Airport property, containing 350 square feet and 1,650 square feet (Wallis Road Property), from federal grant agreements; and
- D) Approve a Declaration of Easements, Covenants and Restrictions (Declaration), imposing easements and restrictions on the Wallis Road Property, to comply with the FAA's conditions as set forth in the Release; and
- E) Adopt a Resolution of the Board of County Commissioners of Palm Beach County, Florida; designating the Wallis Road Property for use by the general public for public street purposes, subject to the Declaration; and
- F) Approve the RaceTrac Petroleum at Haverhill and Wallis Plat, creating the plat of approximately 1.96 acres, including 1.61 acres of RaceTrac's development property and .35 acres of County property.

Summary: On January 13, 2009, the Board approved the Agreement for Sale and Purchase of Easement with RaceTrac (R2009-0078) (Agreement) for the sale of an easement to RaceTrac on approximately .35 acres of County property west of the Palm Beach International Airport for \$64,000 and an aviation easement over RaceTrac's property. As a condition of development approval, RaceTrac is required to plat the entire proposed development property, including the RaceTrac property, plus the easement, as one tract. The Second Amendment replaces the Easement Agreement form to address concerns relating to liability and subdivision of the property as a result of the platting. The Release establishes conditions including height restrictions and a prohibition of activities that would interfere with landing or taking off of aircraft and releases the Wallis Road Property from FAA Airport Improvement Program Grant Assurances. The Declaration memorializes the conditions, as set forth in the Release, in the public records. The Resolution designates the Wallis Road Property for use by the general public for public street purposes, subject to the Declaration. Engineering has approved both the Declaration and Resolution. The County is signing the plat as one of the property owners. Countywide (HJF)

Background and Justification: RaceTrac plans to develop a service station and convenience store at the northeast corner of Haverhill and Wallis Roads and requires an easement to satisfy drainage, landscape buffer and setback requirements. The Release was issued pursuant to a request by the Department of Airports to have the Wallis Road Property designated for use by the general public for Wallis Road public street purposes, pursuant to the Agreement for Dedication of Public Road Right of Way with RaceTrac (R2010-1984).

Attachments:

1. Second Amendment (3)
2. Easement Agreement (1)
3. Letter of Release (2)
4. Declaration (1)
5. Resolution (1)
6. Plat (1)

Recommended By: [Signature] 11/2/11
Department Director Date

Approved By: [Signature] 11/12/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>* see below</i> <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</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:

* No fiscal impact.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 11/18/11
 OFMB VA
 11/11/11
 11/17/11

[Signature] 11/16/11
 Contract Dev. and Control
 11-16-11 B. Wheeler

B. Legal Sufficiency:

[Signature] 11/17/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

This Second Amendment to Agreement for Sale and Purchase of Easement (this "Second 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, on December 7, 2010, the Agreement was amended by that certain First Amendment to Agreement for Sale and Purchase of Easement (R2010-1983) (the "First Amendment"); 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 "C" to the Agreement (Easement Agreement) is deleted in its entirety and replaced with Exhibit "C" attached hereto.
3. 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 sixty (60) days following the date of this Second Amendment, or (ii) at such earlier date as is mutually agreed upon by the parties.
4. 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.
5. This Second Amendment shall be considered effective when signed by the parties hereto and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Intentionally Left Blank)

Attachment # _____ / _____

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

Signed, sealed and delivered
in the presence of

[Handwritten Signature]
(Witness signature)

Ryan J. Lucas
(Witness name printed)

[Handwritten Signature]
(Witness signature)

Cardace O'Neal
(Witness name printed)

RACETRAC PETROLEUM, INC.

By: [Handwritten Signature]
(Signature)

Carl Bolch, Jr.
(Print signatory's name)
CEO

Its: _____
(Print title)

(Corporate seal)

Date of Execution by Purchaser:

August 18, 2011

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

[Handwritten Signature]
Department Director

EXHIBIT "C"
EASEMENT AGREEMENT

PREPARED BY:
Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

RETURN TO:
General Counsel
RaceTrac Petroleum, Inc.
3225 Cumberland Boulevard, Suite 100
Atlanta, GA 30339

PCN: 00-42-43-36-00-000-7120 (portion)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, (this "Agreement") made this ____ day of _____, 20____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is 301 North Olive Avenue, West Palm Beach, FL 33401-4791, and **RACETRAC PETROLEUM, INC.**, a Georgia corporation, whose address is 3225 Cumberland Boulevard, Suite 100, Atlanta, GA 30339 ("RaceTrac").

WHEREAS, County owns and operates the Palm Beach International Airport ("Airport"), by and through its Department of Airports ("Department"); and

WHEREAS, RaceTrac owns the property described on Exhibit "A", attached hereto and made a part hereof ("RaceTrac Property"); and

WHEREAS, County is the owner of the property described on Exhibit "B", attached hereto and made part of hereof ("County Property"); and

WHEREAS, RaceTrac has requested that County grant RaceTrac an easement for the installation, maintenance and repair of stormwater drainage improvements and for establishing and satisfying building setback requirements and a landscape buffer on, over and across the County Property; and

WHEREAS, RaceTrac has requested that County agree to platting the RaceTrac Property and the County Property as one tract (collectively hereafter referred to in both this Agreement and in the proposed plat as "Tract 1"), to satisfy a condition of approval for RaceTrac's proposed development of a service station and convenience store on Tract 1; and

WHEREAS, RaceTrac has agreed to grant County an Avigation Easement (as hereinafter defined) in, through, and across the air space above the RaceTrac Property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration to which the parties acknowledge receipt, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. County does hereby grant to RaceTrac, its successors and assigns, for the benefit of and as an appurtenance to the RaceTrac Property, a perpetual, non-exclusive easement on, over and across the County Property for the purposes of (a) installing, operating, maintaining and repairing stormwater drainage improvements to RaceTrac's reasonable specifications, (b) draining all surface water runoff from the RaceTrac Property over, across and within the County Property and any drainage improvements constructed therein or thereupon from time to time, and (c) installing and maintaining a setback and/or landscape buffer to RaceTrac's reasonable specifications consisting of trees, shrubs, sod and/or landscape sprinkler system for the purpose of establishing and satisfying the building setback requirements of the Palm Beach County Unified Land Development Code or other applicable laws, codes, ordinances or regulations, as the same may be amended from time to time (collectively, the "Drainage and Buffer Easement"). Notwithstanding the foregoing, RaceTrac acknowledges and agrees that stormwater drainage improvements shall not include any wet retention/detention areas. County acknowledges and agrees that any personal property or fixtures constructed or installed by RaceTrac within or upon the County Property, including without limitation any drainage improvements and related facilities, shall remain the sole property of RaceTrac and may be sold, disposed of, removed, repaired or replaced by RaceTrac in its sole discretion.
3. RaceTrac acknowledges and agrees that RaceTrac's use and enjoyment of and interest in the Drainage and Buffer Easement is and shall be strictly limited to that specifically granted herein. RaceTrac further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon County's use and enjoyment of the County Property.
4. RaceTrac expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions ("Obstructions") within the County Property to such height so as to comply with 14 CFR Part 77, as now or hereafter amended. All Obstructions to be constructed or installed within the County Property shall be reviewed by the Department and the Federal Aviation Administration ("FAA") prior to construction or installation. In no event shall any Obstructions be constructed or installed within the County Property, which are determined by the Department or FAA to be an airspace obstruction or to pose a potential threat to air navigation.
5. RaceTrac agrees for itself, its successors and assigns to prevent any use of the County Property that would interfere with the landing or taking off of aircraft at the Airport; interfere with air navigation and/or communication facilities serving the Airport; or otherwise would constitute an airport hazard.
6. RaceTrac shall not use the County Property in a manner that attracts, or has the potential to attract, hazardous wildlife to or in the vicinity of the Airport. RaceTrac acknowledges that wet detention and retention areas are considered wildlife attractants. RaceTrac further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33, as now or hereafter amended.

7. Prior to constructing or installing any improvements or objects of natural growth within the County Property, RaceTrac shall submit all plans and specifications to the Department for review and approval, which approval shall not be unreasonably withheld.

8. RaceTrac for itself, its successors and assigns does hereby give and grant to County for the use and benefit of the public, an easement and right-of-way for the unobstructed and unrestricted flight of aircraft in, through, and across the air space above the RaceTrac Property; together with the right of the aircraft to make noise and exhaust emissions, light, vibrations, radio, television and other electromagnetic emissions and other effects as may be necessary for or incidental to the proper and safe handling of aircraft (collectively, the "Avigation Easement"). The term "aircraft" means any and all types of aircraft, and shall include, without limitation, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft and helicopters. Except as specifically set forth above, the County and the public shall be granted no further rights to the RaceTrac Property under this Agreement.

9. The parties agree that the platting of Tract 1 as a single legal tract of record shall not affect County's underlying fee ownership of the County Property or RaceTrac's underlying fee ownership of the RaceTrac Property. RaceTrac shall not subdivide any portion of Tract 1 without the prior written consent of County, which may be granted or withheld in County's sole and absolute discretion.

10. RaceTrac acknowledges that County shall have no liability or responsibility whatsoever for any improvements, equipment, personal or other property placed upon or located within the limits of Tract 1 by RaceTrac or any other third party.

11. County's interest in the County Property shall not be subject to liens arising from RaceTrac's use of the County Property, or the exercise of the rights granted hereunder. RaceTrac shall promptly cause any lien imposed against the County Property to be discharged or transferred to a bond.

12. County hereby retains all rights relating to the County Property not specifically conveyed by this Agreement, including, without limitation, the right to grant to third parties additional easements in the County Property so long as the County's retained rights and the grant of such additional rights will not interfere with the rights granted to RaceTrac hereunder. Notwithstanding the foregoing, County specifically agrees that it shall not (a) connect into or utilize, or permit any third parties to connect into or utilize, any drainage improvements constructed or installed upon or within the County Property by RaceTrac without RaceTrac's prior written approval, which approval shall not be unreasonably withheld, or (b) construct any improvements, or permit any third parties to construct any improvements, within the County Property which would result in RaceTrac's noncompliance with the setback or buffer requirements set forth in the Palm Beach County Unified Land Development Code or other applicable law, as the same may be amended from time to time.

13. RaceTrac shall indemnify, defend and hold harmless County and its officers, agents and employees from and against any and all claims, liability, costs, fines, damages, losses and expenses, including reasonable attorney fees at trial and all appellate levels, (hereinafter collectively referred to as "Claims") arising out of exercise of the rights granted to RaceTrac hereby, including the creation of Tract 1 as one legal tract of record, by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or as a result of any occurrence in or upon Tract 1 related to or arising out of RaceTrac's development thereof, and any and all Claims arising from, resulting out of or in any way caused by or connected to RaceTrac's failure to comply with federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated, for the purpose of protecting the environment or natural resources. Notwithstanding the foregoing, RaceTrac shall not be liable under this paragraph for damages arising out of any injury or damage to persons or property directly caused by or resulting from negligence of County or its officers, agents or employees.

14. RaceTrac shall maintain Commercial General Liability Insurance with an insurer or insurers maintaining an AM Best Rating of no lower than A- VII and at limits of not less than \$5,000,000 Combined Single Limit per occurrence for Personal Injury, Bodily Injury (including death) and Property Damage Liability and shall include, without limitation, Premises and Operations, Personal Injury, Products-Completed Operations and Contractual Liability.

15. To the extent applicable, RaceTrac shall maintain compliance with the financial responsibility requirements of 40 CFR Part 280, Subpart H, as now or hereafter amended, and shall provide County with a copy of the Certification of Financial Responsibility provided to the State of Florida and any updates thereto concurrent with submission to the State of Florida.

16. RaceTrac shall endorse County as an "Additional Insured" on RaceTrac's Commercial General Liability policy. In the event RaceTrac maintains Pollution Liability Insurance or similar Environmental Impairment Liability Insurance, RaceTrac shall endorse County as an "Additional Insured" on such policy. The "Additional Insured" endorsements shall provide coverage on a primary basis (but only for claims arising from the sole negligence of RaceTrac), and shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406". Signed Certificate(s) of Insurance, evidencing that required insurance coverage has been procured by RaceTrac in the amount required hereunder, shall be delivered to County prior to the Effective Date of this Agreement. The Certificate(s) of Insurance shall also endeavor to provide thirty (30) days written notice to County prior to cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. County reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder from time to time. In such event, County shall provide RaceTrac written notice of such adjusted limits and RaceTrac shall comply within thirty (30) days of receipt thereof. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require RaceTrac to maintain Pollution Liability Insurance or similar environmental insurance.

17. The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity.

18. 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 overnight mail, telecopied or faxed (provided in each case a receipt is obtained), 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 of the Notice if by personal delivery, courier services or overnight mail, 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 or 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:

(a) If to County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to RaceTrac at:

RaceTrac Petroleum, Inc.
3225 Cumberland Blvd., Suite 100
Atlanta, Georgia 30339
ATTN: General Counsel
Fax: 770-394-8028

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

19. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right, title or interest in or to all or any portion of either the RaceTrac Property or the County Property.

20. The Drainage and Buffer Easement shall be appurtenant to the RaceTrac Property and may not be transferred or assigned separately or apart from the RaceTrac Property.

21. In order to ensure the perpetual nature of the restrictions, covenants and easements contained herein, RaceTrac agrees, on behalf of itself and its successors and assigns, to reference the restrictions, covenants and easements in any subsequent deed of conveyance of the RaceTrac Property, by including a reference to the recording book and page number of this Agreement.

22. County and RaceTrac agree, each on behalf of itself and its successors and assigns, to be bound by and to observe and comply with all restrictions, covenants, conditions and obligations contained herein. "Successors and assigns" as used herein, includes, without limitation, invitees, permittees and others who may use or be upon the County Property, and/or their respective officers, agents and employees.

23. Any subsequent amendments or modifications to this Agreement must be in writing and executed by both County and RaceTrac or their respective successors or assigns and be recorded in the Official Public Records of Palm Beach County, Florida, in order to be effective.

24. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

25. The provisions of this Agreement may be amended only by written instrument executed by the parties hereto.

26. This Agreement shall be subject and subordinate to the terms and conditions of any agreements entered by and between County and the State of Florida and/or United States of America, and any agencies thereof, relating to the acquisition of the County Property by County.

27. 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.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth hereinabove.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Director, Department of Airports

Signed, sealed & delivered in the presence of two subscribing witnesses:

RACETRAC PETROLEUM, INC.

Signature

By: _____

Print Name

Print Name: _____

Signature

Title: _____

Print Name

(Seal)

STATE OF GEORGIA]
] SS:
COUNTY OF _____]

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by _____ as the _____ of RACETRAC PETROLEUM, INC., a Georgia corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public

Print Notary Name
NOTARY PUBLIC
State of Georgia
My Commission Expires:

{The following is Exhibit A to the Easement Agreement}

EXHIBIT "A"

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.

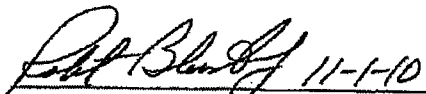
CONTAINING: 68341.11 SQUARE FEET.

SURVEYOR NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING 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.

 11-1-10

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

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

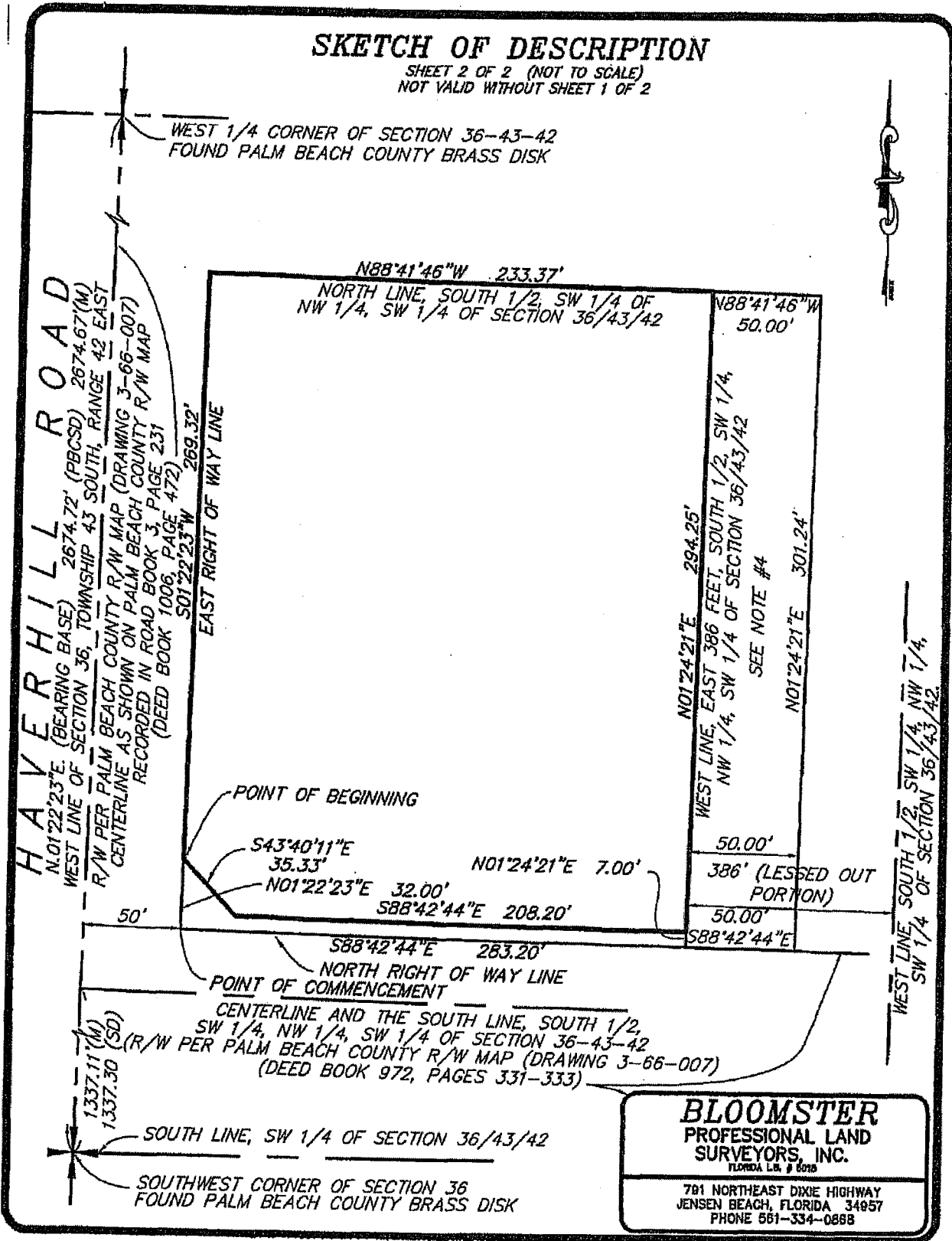
791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0888

SHEET 1 OF 2
SCALE 1" = 30'
DATE 10/21/10
P.L. SKETCH
JOB NO. 10089
REVISIONS

NOT VALID WITHOUT SHEET 2 OF 2

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 RACETRAC PROPERTY (Page 2 of 2)



{The following is Exhibit B to the Easement Agreement}

EXHIBIT "B"

LEGAL DESCRIPTION OF COUNTY 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 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.

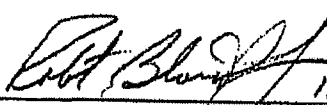
SURVEYOR NOTES:

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

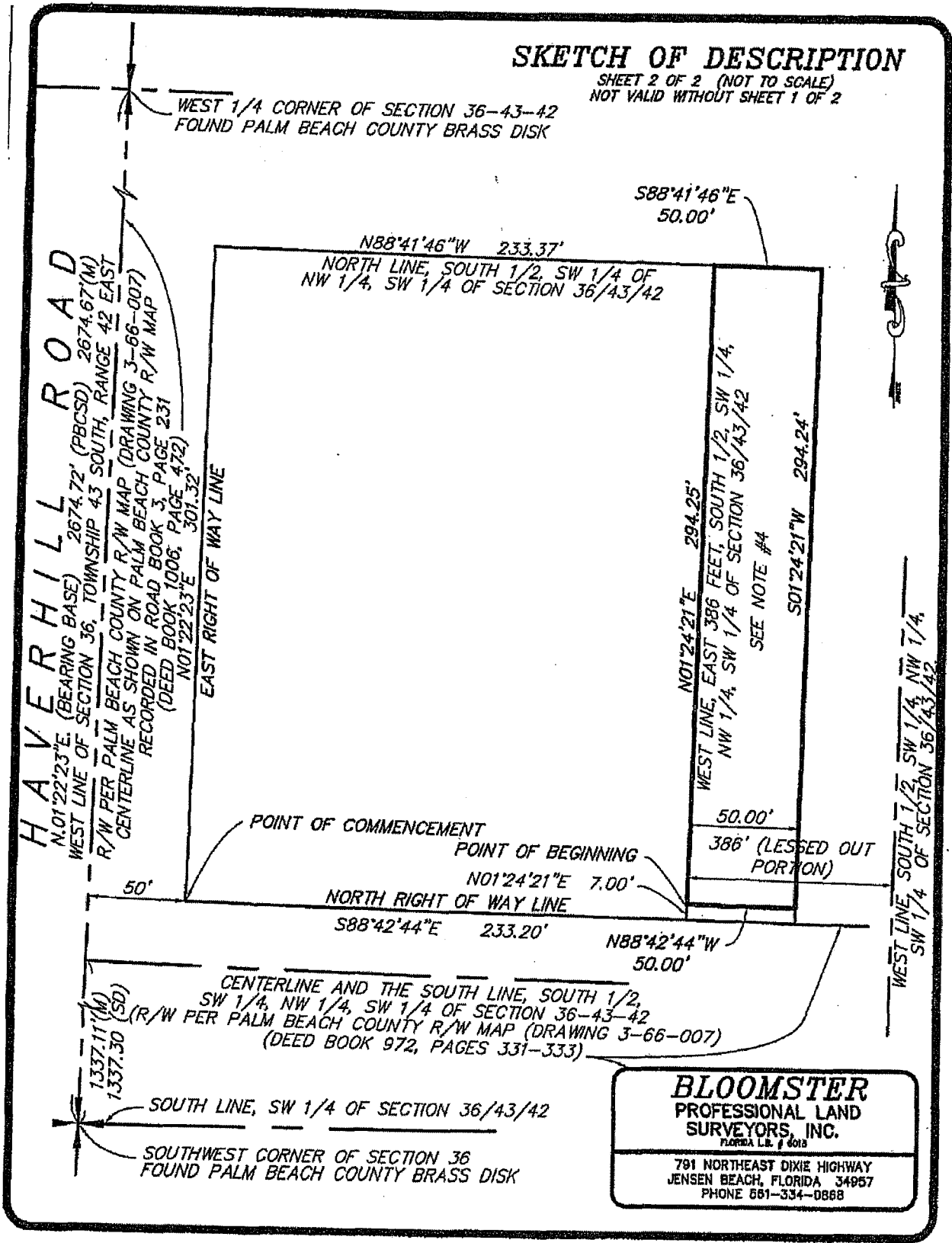

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC. <small>FLORIDA L.S. # 6018</small>
791 NORTHEAST DIXIE HIGHWAY JENSEN BEACH, FLORIDA 34957 PHONE 772-334-0866

SHEET 1 OF 2
SCALE 1" = 30'
DATE 4/14/08
P.L. SKETCH
JOB NO. 10009
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 "B"
LEGAL DESCRIPTION OF COUNTY PROPERTY (Page 2 of 2)



PREPARED BY:
Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

RETURN TO:
General Counsel
RaceTrac Petroleum, Inc.
3225 Cumberland Boulevard, Suite 100
Atlanta, GA 30339

PCN: 00-42-43-36-00-000-7120 (portion)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, (this "Agreement") made this ____ day of _____, 20____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is 301 North Olive Avenue, West Palm Beach, FL 33401-4791, and **RACETRAC PETROLEUM, INC.**, a Georgia corporation, whose address is 3225 Cumberland Boulevard, Suite 100, Atlanta, GA 30339 ("RaceTrac").

WHEREAS, County owns and operates the Palm Beach International Airport ("Airport"), by and through its Department of Airports ("Department"); and

WHEREAS, RaceTrac owns the property described on Exhibit "A", attached hereto and made a part hereof ("RaceTrac Property"); and

WHEREAS, County is the owner of the property described on Exhibit "B", attached hereto and made part of hereof ("County Property"); and

WHEREAS, RaceTrac has requested that County grant RaceTrac an easement for the installation, maintenance and repair of stormwater drainage improvements and for establishing and satisfying building setback requirements and a landscape buffer on, over and across the County Property; and

WHEREAS, RaceTrac has requested that County agree to platting the RaceTrac Property and the County Property as one tract (collectively hereafter referred to in both this Agreement and in the proposed plat as "Tract 1"), to satisfy a condition of approval for RaceTrac's proposed development of a service station and convenience store on Tract 1; and

WHEREAS, RaceTrac has agreed to grant County an Avigation Easement (as hereinafter defined) in, through, and across the air space above the RaceTrac Property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration to which the parties acknowledge receipt, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. County does hereby grant to RaceTrac, its successors and assigns, for the benefit of and as an appurtenance to the RaceTrac Property, a perpetual, non-exclusive easement on, over and across the County Property for the purposes of (a) installing, operating, maintaining and repairing stormwater drainage improvements to RaceTrac's reasonable specifications, (b) draining all surface water runoff from the RaceTrac Property over, across and within the County Property and any drainage improvements constructed therein or thereupon from time to time, and (c) installing and maintaining a setback and/or landscape buffer to RaceTrac's reasonable specifications consisting of trees, shrubs, sod and/or landscape sprinkler system for the purpose of establishing and satisfying the building setback requirements of the Palm Beach County Unified Land Development Code or other applicable laws, codes, ordinances or regulations, as the same may be amended from time to time (collectively, the "Drainage and Buffer Easement"). Notwithstanding the foregoing, RaceTrac acknowledges and agrees that stormwater drainage improvements shall not include any wet retention/detention areas. County acknowledges and agrees that any personal property or fixtures constructed or installed by RaceTrac within or upon the County Property, including without limitation any drainage improvements and related facilities, shall remain the sole property of RaceTrac and may be sold, disposed of, removed, repaired or replaced by RaceTrac in its sole discretion.
3. RaceTrac acknowledges and agrees that RaceTrac's use and enjoyment of and interest in the Drainage and Buffer Easement is and shall be strictly limited to that specifically granted herein. RaceTrac further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon County's use and enjoyment of the County Property.
4. RaceTrac expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions ("Obstructions") within the County Property to such height so as to comply with 14 CFR Part 77, as now or hereafter amended. All Obstructions to be constructed or installed within the County Property shall be reviewed by the Department and the Federal Aviation Administration ("FAA") prior to construction or installation. In no event shall any Obstructions be constructed or installed within the County Property, which are determined by the Department or FAA to be an airspace obstruction or to pose a potential threat to air navigation.
5. RaceTrac agrees for itself, its successors and assigns to prevent any use of the County Property that would interfere with the landing or taking off of aircraft at the Airport; interfere with air navigation and/or communication facilities serving the Airport; or otherwise would constitute an airport hazard.
6. RaceTrac shall not use the County Property in a manner that attracts, or has the potential to attract, hazardous wildlife to or in the vicinity of the Airport. RaceTrac acknowledges that wet detention and retention areas are considered wildlife attractants. RaceTrac further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33, as now or hereafter amended.

7. Prior to constructing or installing any improvements or objects of natural growth within the County Property, RaceTrac shall submit all plans and specifications to the Department for review and approval, which approval shall not be unreasonably withheld.

8. RaceTrac for itself, its successors and assigns does hereby give and grant to County for the use and benefit of the public, an easement and right-of-way for the unobstructed and unrestricted flight of aircraft in, through, and across the air space above the RaceTrac Property; together with the right of the aircraft to make noise and exhaust emissions, light, vibrations, radio, television and other electromagnetic emissions and other effects as may be necessary for or incidental to the proper and safe handling of aircraft (collectively, the "Avigation Easement"). The term "aircraft" means any and all types of aircraft, and shall include, without limitation, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft and helicopters. Except as specifically set forth above, the County and the public shall be granted no further rights to the RaceTrac Property under this Agreement.

9. The parties agree that the platting of Tract 1 as a single legal tract of record shall not affect County's underlying fee ownership of the County Property or RaceTrac's underlying fee ownership of the RaceTrac Property. RaceTrac shall not subdivide any portion of Tract 1 without the prior written consent of County, which may be granted or withheld in County's sole and absolute discretion.

10. RaceTrac acknowledges that County shall have no liability or responsibility whatsoever for any improvements, equipment, personal or other property placed upon or located within the limits of Tract 1 by RaceTrac or any other third party.

11. County's interest in the County Property shall not be subject to liens arising from RaceTrac's use of the County Property, or the exercise of the rights granted hereunder. RaceTrac shall promptly cause any lien imposed against the County Property to be discharged or transferred to a bond.

12. County hereby retains all rights relating to the County Property not specifically conveyed by this Agreement, including, without limitation, the right to grant to third parties additional easements in the County Property so long as the County's retained rights and the grant of such additional rights will not interfere with the rights granted to RaceTrac hereunder. Notwithstanding the foregoing, County specifically agrees that it shall not (a) connect into or utilize, or permit any third parties to connect into or utilize, any drainage improvements constructed or installed upon or within the County Property by RaceTrac without RaceTrac's prior written approval, which approval shall not be unreasonably withheld, or (b) construct any improvements, or permit any third parties to construct any improvements, within the County Property which would result in RaceTrac's noncompliance with the setback or buffer requirements set forth in the Palm Beach County Unified Land Development Code or other applicable law, as the same may be amended from time to time.

13. RaceTrac shall indemnify, defend and hold harmless County and its officers, agents and employees from and against any and all claims, liability, costs, fines, damages, losses and expenses, including reasonable attorney fees at trial and all appellate levels, (hereinafter collectively referred to as "Claims") arising out of exercise of the rights granted to RaceTrac hereby, including the creation of Tract 1 as one legal tract of record, by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or as a result of any occurrence in or upon Tract 1 related to or arising out of RaceTrac's development thereof, and any and all Claims arising from, resulting out of or in any way caused by or connected to RaceTrac's failure to comply with federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated, for the purpose of protecting the environment or natural resources. Notwithstanding the foregoing, RaceTrac shall not be liable under this paragraph for damages arising out of any injury or damage to persons or property directly caused by or resulting from negligence of County or its officers, agents or employees.

14. RaceTrac shall maintain Commercial General Liability Insurance with an insurer or insurers maintaining an AM Best Rating of no lower than A- VII and at limits of not less than \$5,000,000 Combined Single Limit per occurrence for Personal Injury, Bodily Injury (including death) and Property Damage Liability and shall include, without limitation, Premises and Operations, Personal Injury, Products-Completed Operations and Contractual Liability.

15. To the extent applicable, RaceTrac shall maintain compliance with the financial responsibility requirements of 40 CFR Part 280, Subpart H, as now or hereafter amended, and shall provide County with a copy of the Certification of Financial Responsibility provided to the State of Florida and any updates thereto concurrent with submission to the State of Florida.

16. RaceTrac shall endorse County as an "Additional Insured" on RaceTrac's Commercial General Liability policy. In the event RaceTrac maintains Pollution Liability Insurance or similar Environmental Impairment Liability Insurance, RaceTrac shall endorse County as an "Additional Insured" on such policy. The "Additional Insured" endorsements shall provide coverage on a primary basis (but only for claims arising from the sole negligence of RaceTrac), and shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406". Signed Certificate(s) of Insurance, evidencing that required insurance coverage has been procured by RaceTrac in the amount required hereunder, shall be delivered to County prior to the Effective Date of this Agreement. The Certificate(s) of Insurance shall also endeavor to provide thirty (30) days written notice to County prior to cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. County reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder from time to time. In such event, County shall provide RaceTrac written notice of such adjusted limits and RaceTrac shall comply within thirty (30) days of receipt thereof. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require RaceTrac to maintain Pollution Liability Insurance or similar environmental insurance.

17. The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity.

18. 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 overnight mail, telecopied or faxed (provided in each case a receipt is obtained), 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 of the Notice if by personal delivery, courier services or overnight mail, 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 or 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:

(a) If to County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to RaceTrac at:

RaceTrac Petroleum, Inc.
3225 Cumberland Blvd., Suite 100
Atlanta, Georgia 30339
ATTN: General Counsel
Fax: 770-394-8028

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

19. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right, title or interest in or to all or any portion of either the RaceTrac Property or the County Property.

20. The Drainage and Buffer Easement shall be appurtenant to the RaceTrac Property and may not be transferred or assigned separately or apart from the RaceTrac Property.

21. In order to ensure the perpetual nature of the restrictions, covenants and easements contained herein, RaceTrac agrees, on behalf of itself and its successors and assigns, to reference the restrictions, covenants and easements in any subsequent deed of conveyance of the RaceTrac Property, by including a reference to the recording book and page number of this Agreement.

22. County and RaceTrac agree, each on behalf of itself and its successors and assigns, to be bound by and to observe and comply with all restrictions, covenants, conditions and obligations contained herein. "Successors and assigns" as used herein, includes, without limitation, invitees, permittees and others who may use or be upon the County Property, and/or their respective officers, agents and employees.

23. Any subsequent amendments or modifications to this Agreement must be in writing and executed by both County and RaceTrac or their respective successors or assigns and be recorded in the Official Public Records of Palm Beach County, Florida, in order to be effective.

24. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

25. The provisions of this Agreement may be amended only by written instrument executed by the parties hereto.

26. This Agreement shall be subject and subordinate to the terms and conditions of any agreements entered by and between County and the State of Florida and/or United States of America, and any agencies thereof, relating to the acquisition of the County Property by County.

27. 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.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth hereinabove.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a
political subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By:  _____
Director, Department of Airports

Signed, sealed & delivered in the presence of two subscribing witnesses:

Signature [Signature]

Print Name Myron J. Lucas

Signature [Signature]

Print Name Steven Ritter

RACETRAC PETROLEUM, INC.

By: [Signature]

Print Name: Carl Bolch, Jr.
CEO

Title: _____

(Seal)

STATE OF GEORGIA]
COUNTY OF HENRY] SS:

The foregoing instrument was acknowledged before me this 18th day of August, 2011, by Carl Bolch, Jr. as the CEO of RACETRAC PETROLEUM, INC., a Georgia corporation, on behalf of the corporation. He/she is personally known to me or has produced MA as identification.

Cardace M. O'Neal

Notary Public

Cardace M. O'Neal

Print Notary Name

NOTARY PUBLIC

State of Georgia

My Commission Expires Notary Public, Henry County, Georgia

My Commission Expires 8/17/2011

EXHIBIT "A"
to Easement Agreement

LEGAL DESCRIPTION OF THE RACETRAC PROPERTY

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.

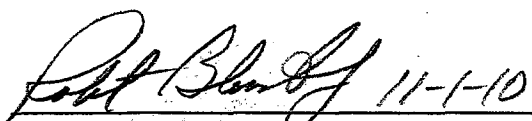
CONTAINING: 68341.11 SQUARE FEET.

SURVEYOR NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
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3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM"
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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.B. # 6018

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

SHEET 1 OF 2

SCALE:	1" = 30'
DATE:	10/21/10
F.B.:	SKETCH
JOB NO.:	10069

REVISIONS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PREPARED FOR: RACETRAC PETROLEUM, INC.

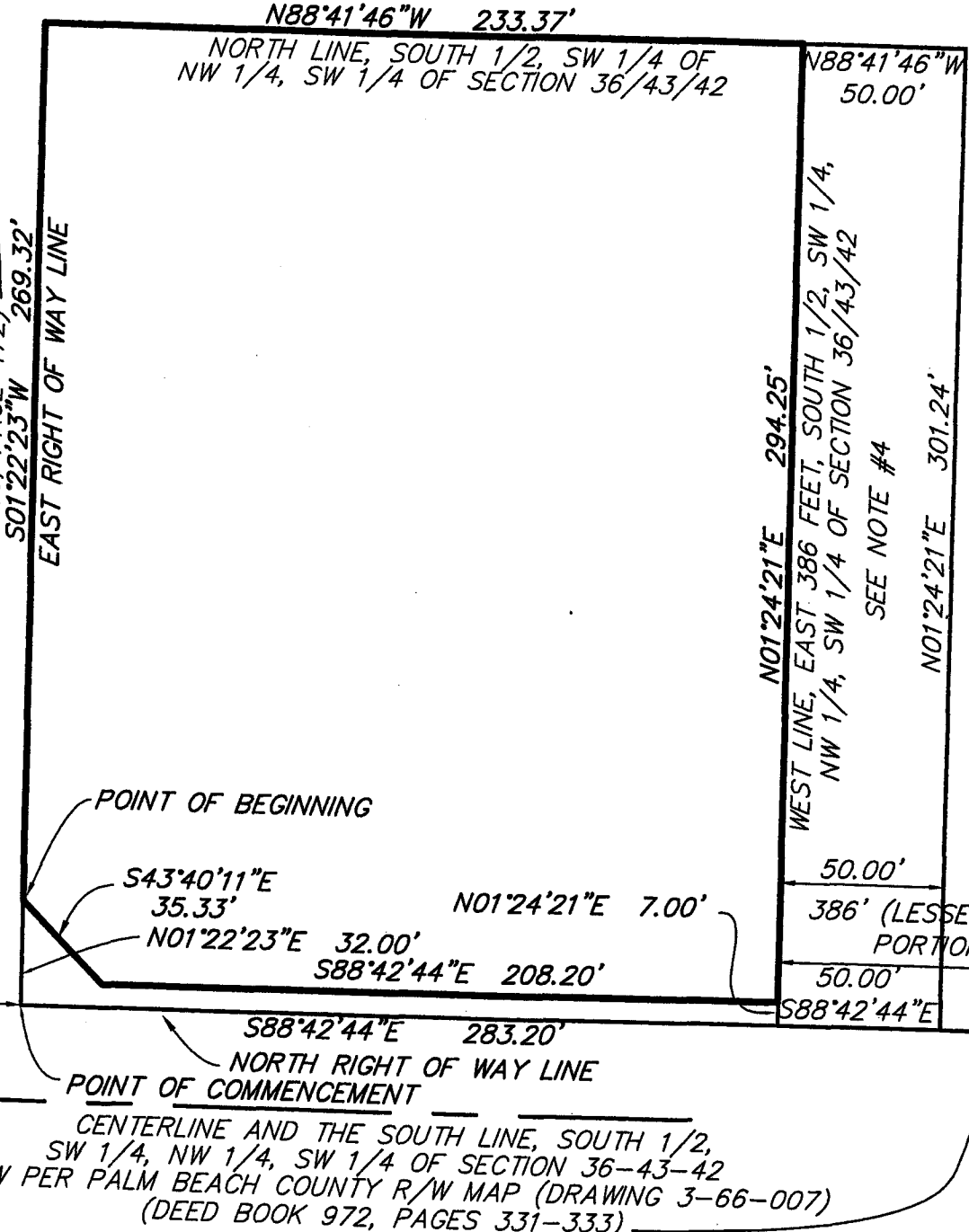
SITE LOCATED: HAVERHILL ROAD & WALLIS ROAD
WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

NOT VALID WITHOUT SHEET 2 OF 2

EXHIBIT "A"
 LEGAL DESCRIPTION OF THE RACETRAC PROPERTY
 PAGE 2 OF 2

WEST 1/4 CORNER OF SECTION 36-43-42
 FOUND PALM BEACH COUNTY BRASS DISK

H A V E R H I L L R O A D
 N.01°22'23"E (BEARING BASE) 2674.72' (PBCSD) 2674.67'(M)
 WEST LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST
 R/W PER PALM BEACH COUNTY R/W MAP (DRAWING 3-66-007)
 CENTERLINE AS SHOWN ON PALM BEACH COUNTY R/W MAP
 RECORDED IN ROAD BOOK 3, PAGE 231
 (DEED BOOK 1006, PAGE 472)



1337.11'(M)
 1337.30 (SD)
 SOUTH LINE, SW 1/4 OF SECTION 36/43/42
 SOUTHWEST CORNER OF SECTION 36
 FOUND PALM BEACH COUNTY BRASS DISK

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

791 NORTHEAST DIXIE HIGHWAY
 JENSEN BEACH, FLORIDA 34957
 PHONE 561-334-0868

WEST LINE, SOUTH 1/2, SW 1/4, NW 1/4,
 SW 1/4 OF SECTION 36/43/42.

EXHIBIT "B"
to Easement Agreement

LEGAL DESCRIPTION OF THE COUNTY PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF THE COUNTY PROPERTY

PAGE 1 OF 2

LEGAL DESCRIPTION

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CONTAINING: 14712.31 SQUARE FEET.

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NOT VALID WITHOUT SHEET 2 OF 2

Robert Bloomster Jr. 11/1/10

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

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

SHEET 1 OF 2	
SCALE:	1" = 30'
DATE:	4/14/08
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 "B"

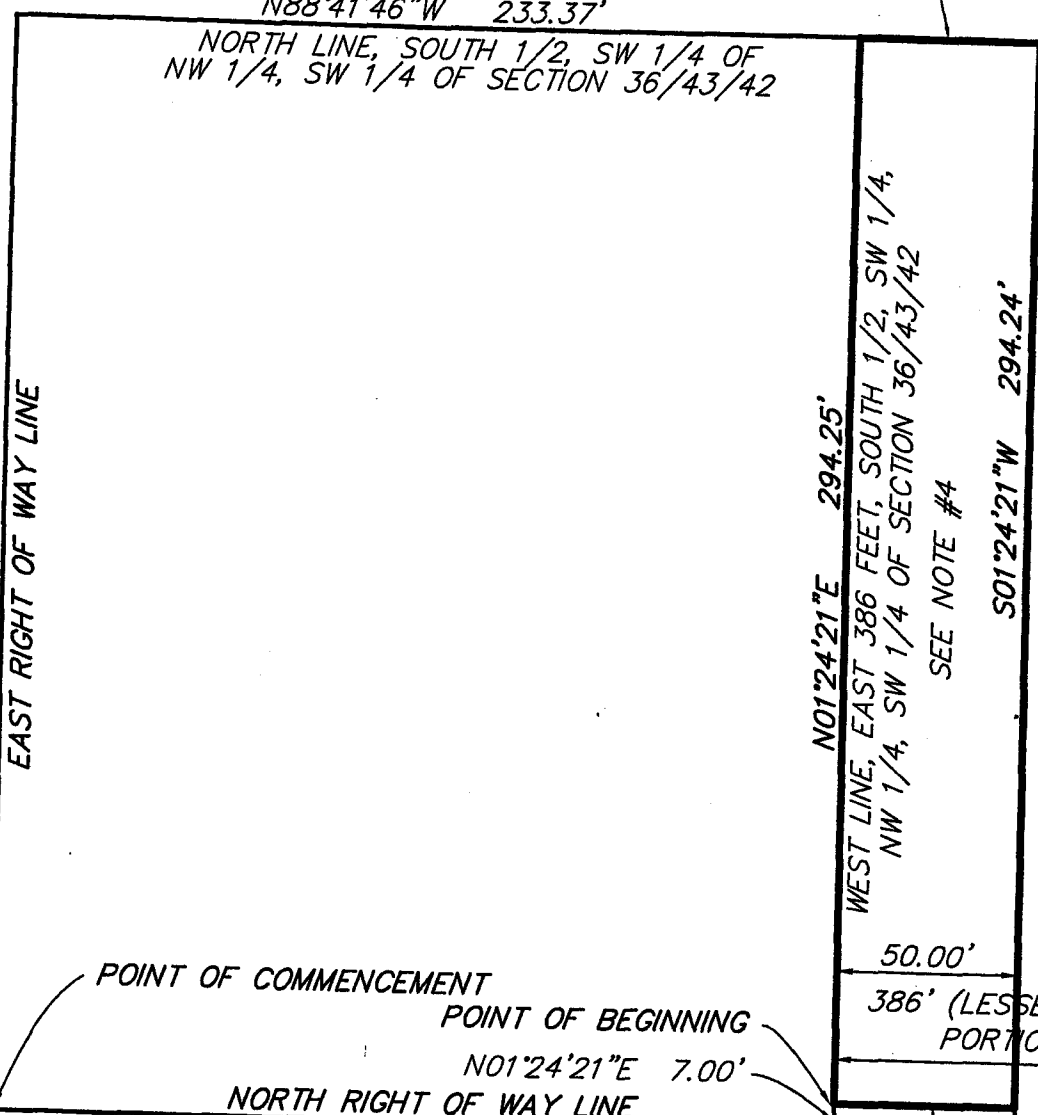
LEGAL DESCRIPTION OF THE COUNTY PROPERTY
PAGE 2 OF 2

SKETCH OF DESCRIPTION

SHEET 2 OF 2 (NOT TO SCALE)
NOT VALID WITHOUT SHEET 1 OF 2

WEST 1/4 CORNER OF SECTION 36-43-42
FOUND PALM BEACH COUNTY BRASS DISK

H A V E R H I L L R O A D
N.01'22'23"E. (BEARING BASE) 2674.72' (PBCSD) 2674.67'(M)
WEST LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST
R/W PER PALM BEACH COUNTY R/W MAP (DRAWING 3-66-007)
CENTERLINE AS SHOWN ON PALM BEACH COUNTY R/W MAP
RECORDED IN ROAD BOOK 3, PAGE 231
(DEED BOOK 1006, PAGE 472)
N01'22'23"E 301.32'



POINT OF COMMENCEMENT
POINT OF BEGINNING
N01'24'21"E 7.00'

NORTH RIGHT OF WAY LINE

WEST LINE, EAST 386 FEET, SOUTH 1/2, SW 1/4,
NW 1/4, SW 1/4 OF SECTION 36/43/42
SEE NOTE #4

50.00'
386' (LESSED OUT PORTION)

WEST LINE, SOUTH 1/2, SW 1/4, NW 1/4,
SW 1/4 OF SECTION 36/43/42

SOUTH LINE, SW 1/4 OF SECTION 36/43/42

SOUTHWEST CORNER OF SECTION 36
FOUND PALM BEACH COUNTY BRASS DISK

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.B. # 6018
791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 561-334-0868



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
5950 Hazelhine National Drive, Suite
400
Orlando, Florida 32822

May 16, 2011

Mr. Jerry L. Allen, AAE
Deputy Director
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

Letter of Release
Land Acquired for Airport Purposes
PFC No. 99-04-C-01-PBI, Project No. 1
Parcel # 9L-W123

Dear Mr. Allen:

This is in response to your letter dated November 19, 2010, requesting that a portion of Parcel 9L-W123 be released from the terms, conditions, and obligations of currently active Grant Agreements between the Federal Aviation Administration (FAA) and the Palm Beach County. For purposes of Federal participation, this parcel was originally included in Passenger Facility Charge (PFC) Number 99-04-C-01-PBI, Project No. 1.

The requested purpose of the release is to permit the Airport Owner to dispose or sell this property for public right-of-way purposes.

We have concluded that this property, as described below, is no longer needed for an aeronautical purpose including serving as noise buffer land or runway protection zone land and that the release and use of such land for the stated purpose will not interfere with the operation, maintenance or future development of Palm Beach International Airport.

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

Attachment #

3

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.

AND

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.

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

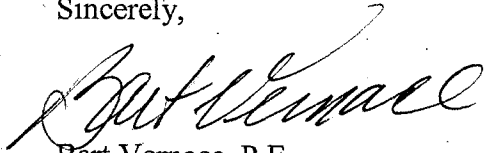
By accepting this Letter of Release, the airport owner agrees to:

1. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
2. Ensure that they and their successors and assigns restrict the height of structures, objects of natural growth, and other obstructions on the subject property to such a height so as to comply with Federal Aviation Regulations, Part 77.
3. Ensure that they and their successors and assigns prevent any use of the subject property that would interfere with landing or taking off of aircraft at Palm Beach International Airport or otherwise constitute an airport hazard.
4. Retain or reserve necessary interests or rights to ensure that the subject property will only be used for purposes that are compatible with the noise levels generated by aircraft using the airport.
5. Deposit the net proceeds of the appraised Fair Market Value (FMV) of \$8,500 in an interest bearing account currently paying the highest interest rate immediately after consummation of the sale, where it shall remain until utilized for payment of an FAA approved use on eligible projects at Palm Beach International Airport.
6. Within five (5) years of the Letter of Release execution date, expend the sum of \$8,500 plus accumulated interest on eligible development which has been pre-approved by the FAA.
7. Maintain accurate records of the above listed expenditures in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.
8. Update the Airport Layout Plan and Exhibit "A" Property Map to reflect the new airport boundaries.
9. Insure that they and their successors and assigns shall not permit/afford access from the subject property onto Palm Beach International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of grant agreements as they may relate to the subject property. This release is effective on the date this agreement is signed by a representative of the Airport Owner.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and the enclosed duplicate and returning one copy to our office.

Sincerely,



Bart Vernace, P.E.
Acting Manager

1 Enclosure

Accepted for Palm Beach County Department of Airports

Date: _____

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By:  _____
Director, Department of Airports

Prepared by and return to:
Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

PCN: a portion of 00-42-43-36-00-000-7120

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this _____ day of _____, 20__ by Palm Beach County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, County is the proprietor and operator of the Palm Beach International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, County is the owner of that certain real property situated in the County of Palm Beach, State of Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter collectively referred to as the "Wallis Road Property"); and

WHEREAS, the Federal Aviation Administration ("FAA") has agreed to release County from the terms, conditions, reservations and restrictions of Grant Agreements between County and the FAA applicable to the Wallis Road Property, upon the condition that County reserve a right of flight for the passage of aircraft in the airspace above the Wallis Road Property and impose certain restrictions on the use of the Wallis Road Property.

WITNESSETH:

NOW THEREFORE, County does hereby declare that the Wallis Road Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth, which shall constitute covenants running with the land and will be binding on all parties having any right, title or interest in the Wallis Road Property:

1. County reserves unto itself, its successors and assigns, for the use and benefit of the public and the Airport a right of flight for the passage of aircraft in the airspace above the surface of the Wallis Road Property, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in said airspace, for use of said airspace for landing on, or taking off from or operating on the Airport.

2. County expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the Wallis Road Property to such a height so as to comply with Federal Aviation Regulations, Part 77, as now or hereafter amended. Objects of natural growth include, without limitation, trees and other vegetation.

3. County expressly agrees for itself, its successors and assigns to prevent any use of the Wallis Road Property which would interfere with the landing or takeoff of aircraft at the Airport or interfere with air navigation and/or communication facilities serving the Airport, or otherwise constitute an airport hazard.

4. County expressly agrees for itself, its successors and assigns that the Wallis Road Property shall only be used for purposes that are compatible with noise levels generated by aircraft using the Airport.

5. The use of the Wallis Road Property shall be in compliance with all FAA laws, rules, regulations, orders and advisory circulars, as now or hereafter amended, including, without limitation, AC 150/5200-33A, "Hazardous Wildlife Attractants on or Near Airport" and AC 150/5300-13 "Airport Design" (the "FAA Restrictions").

6. County expressly agrees for itself, its successors and assigns to not permit/afford access from the Wallis Road Property to Palm Beach International Airport property for aeronautical purposes.

7. In order to ensure the perpetual nature of the easements, covenants and restrictions contained in this Declaration, County expressly agrees for itself, its successors and assigns that the restrictions contained in this Declaration shall be referenced in any subsequent instruments of conveyance granting an interest in the Wallis Road Property, including, without limitation, deeds and grants of easement interests. The recording book and page of record of this Declaration shall be included in all instruments of conveyance granting an interest in the Wallis Road Property.

8. The easements created and reserved hereby shall not be extinguished by operation of law, including, without limitation, the doctrines of merger or unity of title and shall inure to the benefit of County and run with the land and encumber and burden the Wallis Road Property upon the conveyance thereof by County.

9. County expressly agrees for itself, its successors and assigns, to be bound by and to observe and comply with all restrictions, covenants, conditions and obligations contained herein. "Successors and assigns" as used herein, includes, without limitation, invitees, permittees and others who may use or be upon the Wallis Road Property, and/or their respective officers, agents and employees.

10. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

11. The provisions of this Declaration may be amended only by written instrument executed by County and any amendments shall be subject to approval of the FAA.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties have executed this Declaration on the date set forth hereinabove.

ATTEST:
Sharon R. Bock
Clerk & Comptroller

**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  _____
Director, Department of Airports

Exhibit "A"
Legal Description of the
"Wallis Road 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:

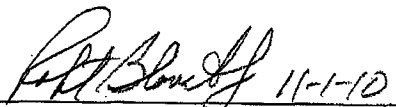
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CONTAINING: 350 SQUARE FEET.

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



SHEET 1 OF 2
SCALE: 1" = 60'
DATE: 10/19/10
F.S. SKETCH
JOB NO. 10089
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 the
"Wallis Road Property"

(Page 2 of 4)

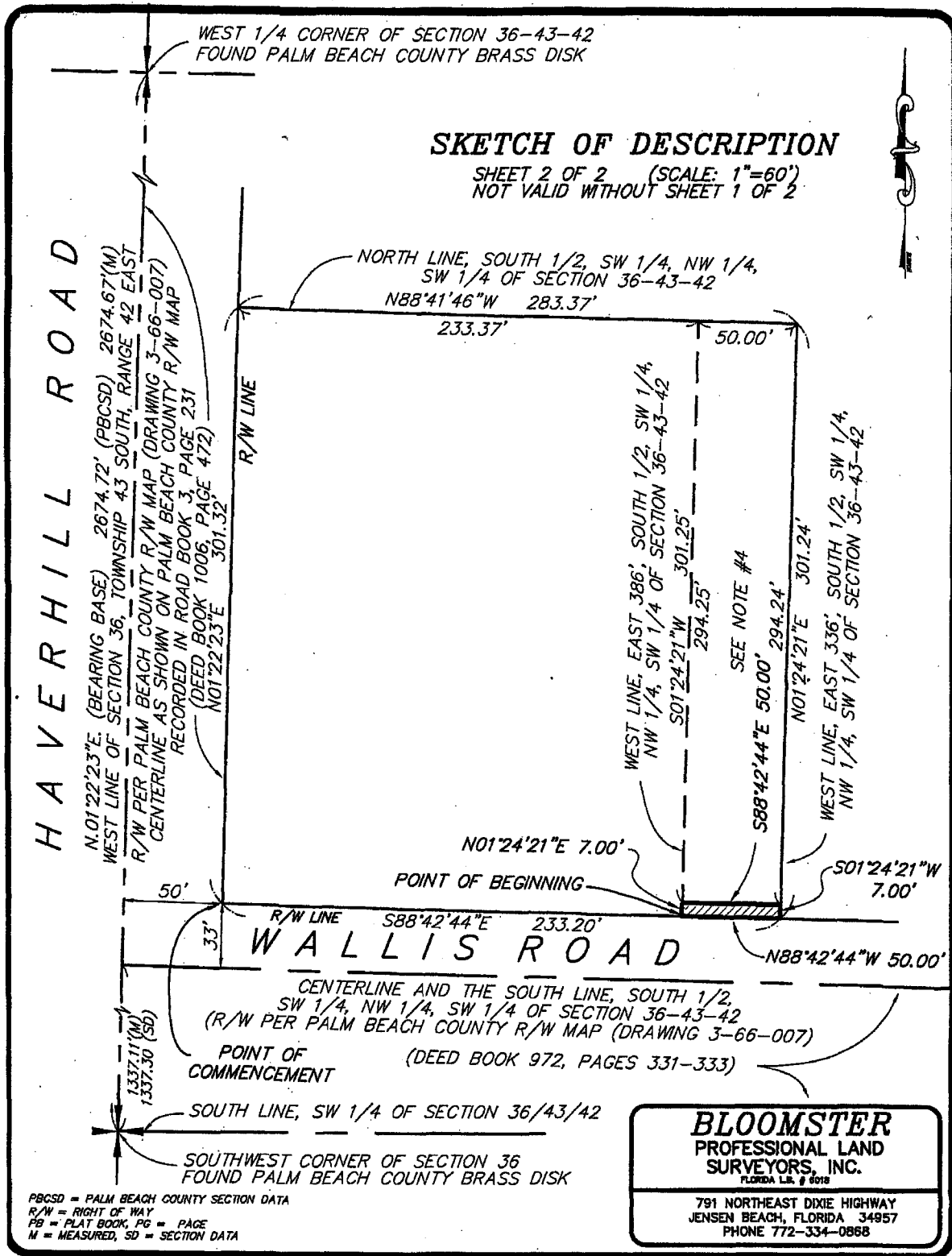


Exhibit "A"
Legal Description of the
"Wallis Road Property"

(Page 3 of 4)

LEGAL DESCRIPTION

NOT VALID WITHOUT SHEET 2 OF 2

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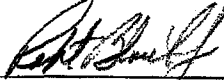
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 11-1-10
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PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

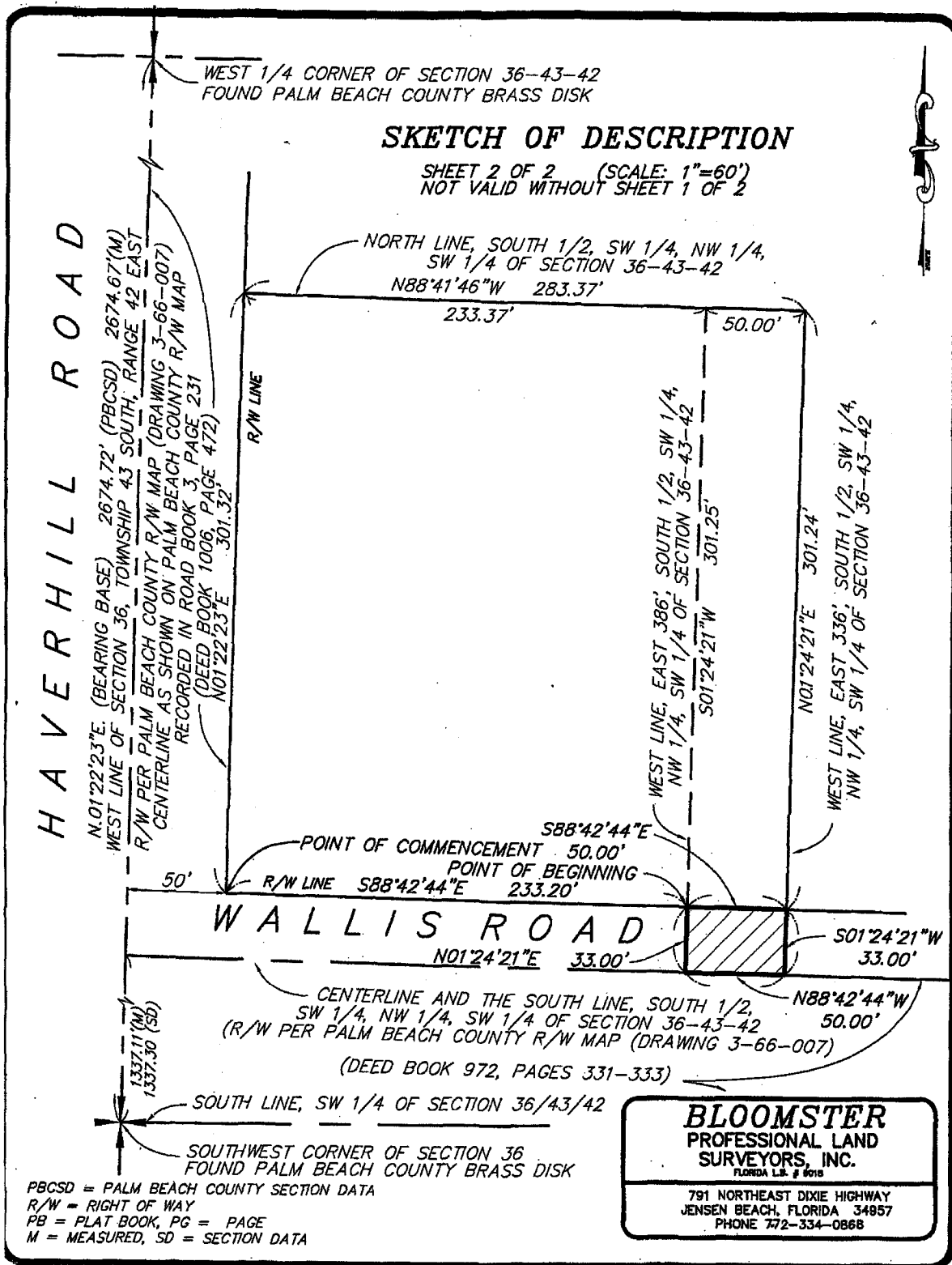
BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC. <small>FLORIDA L.S. # 5018</small>
791 NORTHEAST DIXIE HIGHWAY JENSEN BEACH, FLORIDA 34957 PHONE 772-334-0868

SHEET 1 OF 2
SCALE 1" = 80'
DATE 9/16/10
P.R. 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 the
"Wallis Road Property"

(Page 4 of 4)



RESOLUTION NO. R-2011-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DESIGNATING APPROXIMATELY 0.046 ACRES OF COUNTY-OWNED PROPERTY IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, FOR USE BY THE GENERAL PUBLIC FOR PUBLIC STREET PURPOSES AS RIGHT-OF-WAY FOR WALLIS ROAD ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County is the owner of certain real property more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Wallis Road Property"); and

WHEREAS, by Resolution 2010-1985, adopted December 7, 2010, the Board of County Commissioners of Palm Beach County determined that: (a) the Wallis Road Property is not necessary, useful or profitable in the operation of the Airport System; (b) use of the Wallis Road 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 Wallis Road Property; and

WHEREAS, by letter dated May 16, 2011, (the "Release") the Federal Aviation Administration ("FAA") agreed to release the Wallis Road Property from the terms, conditions, and obligations of grant agreements affecting the Wallis Road Property, subject to certain easements, covenants and restrictions; and

WHEREAS, to satisfy the requirements of the FAA as set forth in the Release, Palm Beach County has established easements, covenants and restrictions on the Wallis Road Property as set forth in that certain "Declaration of Easements, Covenants and Restrictions" in Official Record Book _____, Page _____, of the public records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Palm Beach County wishes to designate the Wallis Road Property for use by the general public for public street purposes as right-of- way, subject to the Declaration.

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 designates the Wallis Road Property for use by the general public for public street purposes as right-of way subject to the easements, covenants and restrictions, as set forth in the Declaration, and

Section 3. The provisions of this Resolution shall become effective upon adoption.

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:

Commissioner Karen T. Marcus	-
Commissioner Paulette Burdick	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2011.

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 the
"Wallis Road Property"

(Page 1 of 4)

LEGAL DESCRIPTION
NOT VALID WITHOUT SHEET 2 OF 2

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BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

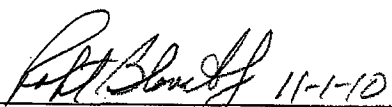
COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS SHOWN ON PALM BEACH COUNTY RIGHT OF WAY DRAWING NO. 3-66-007 (SAID POINT BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 36) AND THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS SHOWN ON SAID PALM BEACH 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.


11-1-10

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

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.

FLORIDA L.S. # 8018

781 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0888

SHEET 1 OF 2

SCALE	1" = 60'
DATE	10/18/10
F.S.	SKETCH
JOB NO.	10089
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 the
 "Wallis Road Property"

(Page 2 of 4)

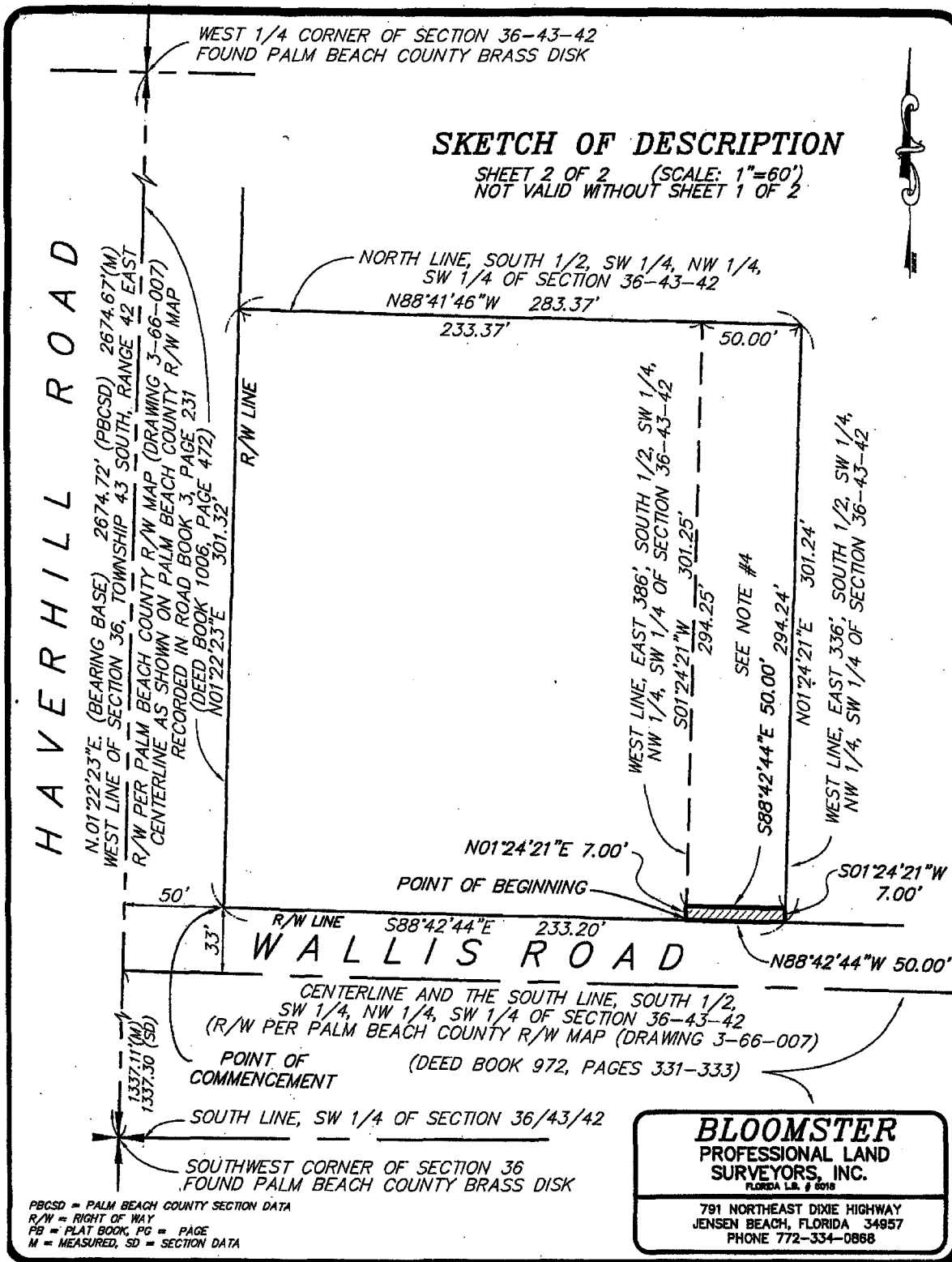


Exhibit "A"
Legal Description of the
"Wallis Road Property"

(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.

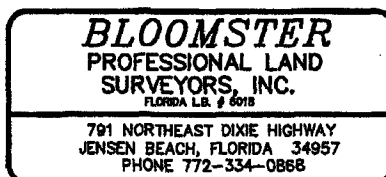
NOTES:

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.


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

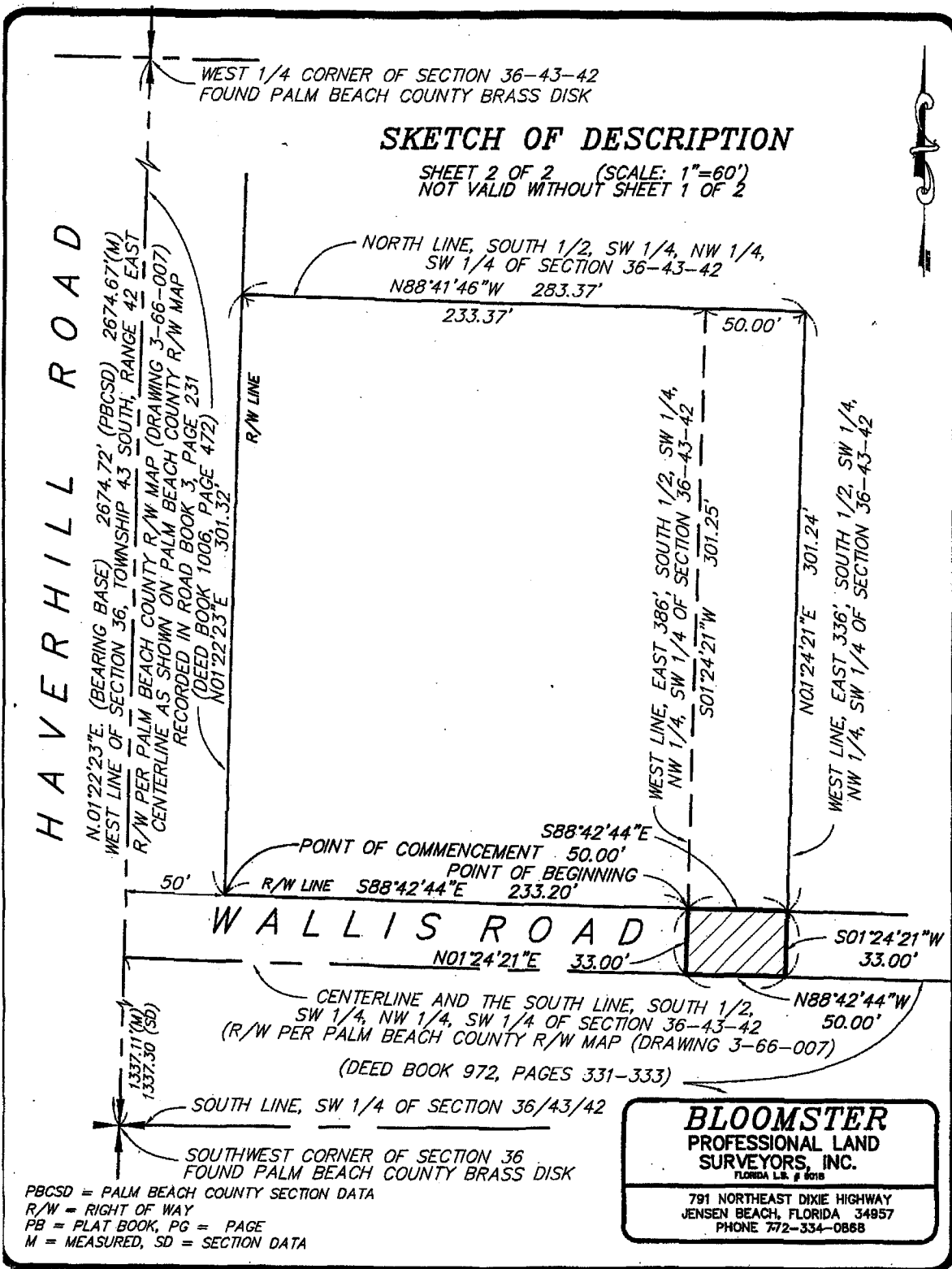


SHEET 1 OF 2
SCALE 1" = 60'
DATE 9/10/10
P.B. SKETCH
JOB NO. 10088
REVISIONS

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 the
"Wallis Road Property"

(Page 4 of 4)



RACETRAC PETROLEUM AT HAVERHILL AND WALLIS

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.

SHEET 1 OF 2

PREPARED BY
BLOOMSTER PROFESSIONAL LAND SURVEYING, INC.
641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957

PHONE (772) 334-0888
FAX (772) 334-5283

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
2011, AND
DULY RECORDED IN PLAT
BOOK NO. _____ ON
PAGES _____ THROUGH _____

SHARON R. BOCK
CLERK AND COMPTROLLER
OF THE CIRCUIT COURT
BY _____
DEPUTY CLERK

LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT RACETRAC PETROLEUM, INC. A GEORGIA CORPORATION, LICENSED TO DO BUSINESS IN FLORIDA AND PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, OWNERS OF THE LAND SHOWN HEREON AS RACETRAC PETROLEUM AT HAVERHILL AND WALLIS, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RACETRAC PARCEL
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 386 FEET THEREOF, IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN 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. J-86-007 (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 OF HAVERHILL ROAD, A DISTANCE OF 301.32 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°42'44" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 233.37 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE SOUTH 01°24'21" WEST, ALONG SAID WEST LINE, A DISTANCE OF 301.25 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF WALLIS ROAD; THENCE NORTH 88°42'44" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 233.20 FEET TO THE POINT OF BEGINNING, CONTAINING 70286.30 SQUARE FEET OR 1.61 ACRES MORE OR LESS.

TOGETHER WITH

COUNTY PARCEL
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. J-86-007 (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 301.32 FEET TO A POINT ON THE WEST LINE OF THE EAST 386 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE SOUTH 88°41'46" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°24'21" EAST, A DISTANCE OF 301.24 FEET; THENCE NORTH 88°41'46" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°24'21" WEST, A DISTANCE OF 301.24 FEET TO THE POINT OF BEGINNING, CONTAINING 15923.50 SQUARE FEET OR 0.35 ACRES MORE OR LESS.

THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 336 FEET THEREOF, IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA,
BEGIN 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. J-86-007 (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 OF HAVERHILL ROAD, A DISTANCE OF 301.32 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 283.37 FEET; THENCE SOUTH 01°24'21" WEST, A DISTANCE OF 301.24 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF WALLIS ROAD; THENCE NORTH 88°42'44" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 283.20 FEET TO THE POINT OF BEGINNING, CONTAINING 85348.67 SQUARE FEET OR 1.96 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT 1 AS SHOWN HEREON IS HEREBY RESERVED BY RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION AND PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF PALM BEACH COUNTY, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO PALM BEACH COUNTY, FLORIDA, AND HEREBY IS SUBJECT TO THE TERMS AS SET FORTH IN THE EASEMENT AGREEMENT BETWEEN PALM BEACH COUNTY AND RACETRAC PETROLEUM, INC., AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

2. TRACTS 2 & 3 AS SHOWN HEREON ARE HEREBY DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES.

3. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

4. THE LIMITED ACCESS EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA FOR THE PURPOSE OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS.

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF August, 2011.

RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION
LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA
BY: Max Leifer
VICE PRESIDENT

WITNESS: Cheryl Taylor
Cheryl Taylor

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED Max Leifer WHO IS PERSONALLY KNOWN TO ME OR HAS BEEN PRODUCE TO ME AND WHO IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, AS TO ONLY THAT PORTION OF TRACT 1 OWNED IN FEE SIMPLE BY RACETRAC PETROLEUM, INC. AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF August, 2011.
MY COMMISSION EXPIRES: 4/1/13
SIGNATURE: Cheryl Taylor
PRINTED NAME: Cheryl Taylor

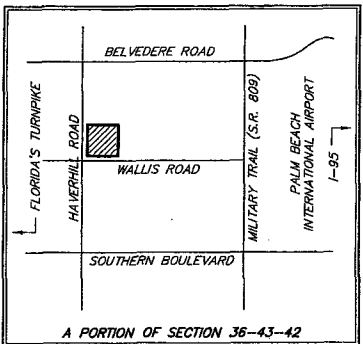


PALM BEACH COUNTY, A POLITICAL SUBDIVISION
IN WITNESS WHEREOF, AS TO ONLY THAT PORTION OF TRACT 1 OWNED IN FEE SIMPLE BY PALM BEACH COUNTY, THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CHAIR AND ITS SEAL AFFIXED THIS _____ DAY OF _____, 2011.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY: CHAIK

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER OF THE CIRCUIT COURT

ZONING TABULAR DATA:
ZONING DISTRICT # 2025-514
CONTROL # 5802-000
1.96 ACRES ±



- SURVEYOR'S NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING ALONG A LINE CREATED BETWEEN THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA AND THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 35, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID BEARING BASIS IS N01°22'23"E.
 - DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS ADOPTED BY THE UNITED STATES BUREAU OF STANDARDS AND REFER TO THE HORIZONTAL PLANE.
 - COORDINATES SHOWN ARE GRID COORDINATES
DATUM= NAD 83 (1980 ADJUSTMENT)
ZONE= FLORIDA EAST
COORDINATE SYSTEM= 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
LINEAR UNIT= U.S. SURVEY FOOT
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000158
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE.
 - BUILDING SETBACKS SHALL CONFORM TO THE PALM BEACH COUNTY ZONING CODE.
 - NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE PALM BEACH COUNTY APPROVALS OR PERMITS AS REQUIRED BY SUCH ENROLLMENTS.
 - IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
 - TOTAL SITE AREA: 85348.67 SQUARE FEET OR 1.96 ACRES MORE OR LESS.
TRACT 1 - 83053.42 SQUARE FEET OR 1.91 ACRES MORE OR LESS.
RIGHT OF WAY DEDICATION TRACTS AS FOLLOWS:
TRACT 2 (RACETRAC PORTION) - 1943.19 SQUARE FEET.
TRACT 3 (PALM BEACH COUNTY PORTION) - 360.06 SQUARE FEET.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH
James Rose
I, JAMES ROSE, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREIN DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, LICENSED TO DO BUSINESS IN FLORIDA AND PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THESE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.
DATE: SEPT. 29, 2011

SIGNATURE: _____
ATTORNEY AT LAW LICENSED IN FLORIDA
NAME: JAMES ROSE
ADDRESS: 6700 SW 40TH AVENUE
DAVITA BEACH, FL
LICENSE NO.: 354910

COUNTY ENGINEER

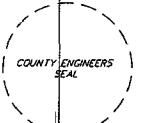
THIS PLAT IS HEREBY APPROVED FOR RECORD PURSUANT TO PALM BEACH COUNTY ORDINANCE 95-33, AND IN ACCORDANCE WITH SEC. 177.071(2), F.S., THIS _____ DAY OF _____, 2011, AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY PALM BEACH COUNTY IN ACCORDANCE WITH SEC. 177.081(1), F.S.

GEORGE T. WEBB, P.E.
COUNTY ENGINEER

SURVEYOR'S CERTIFICATION

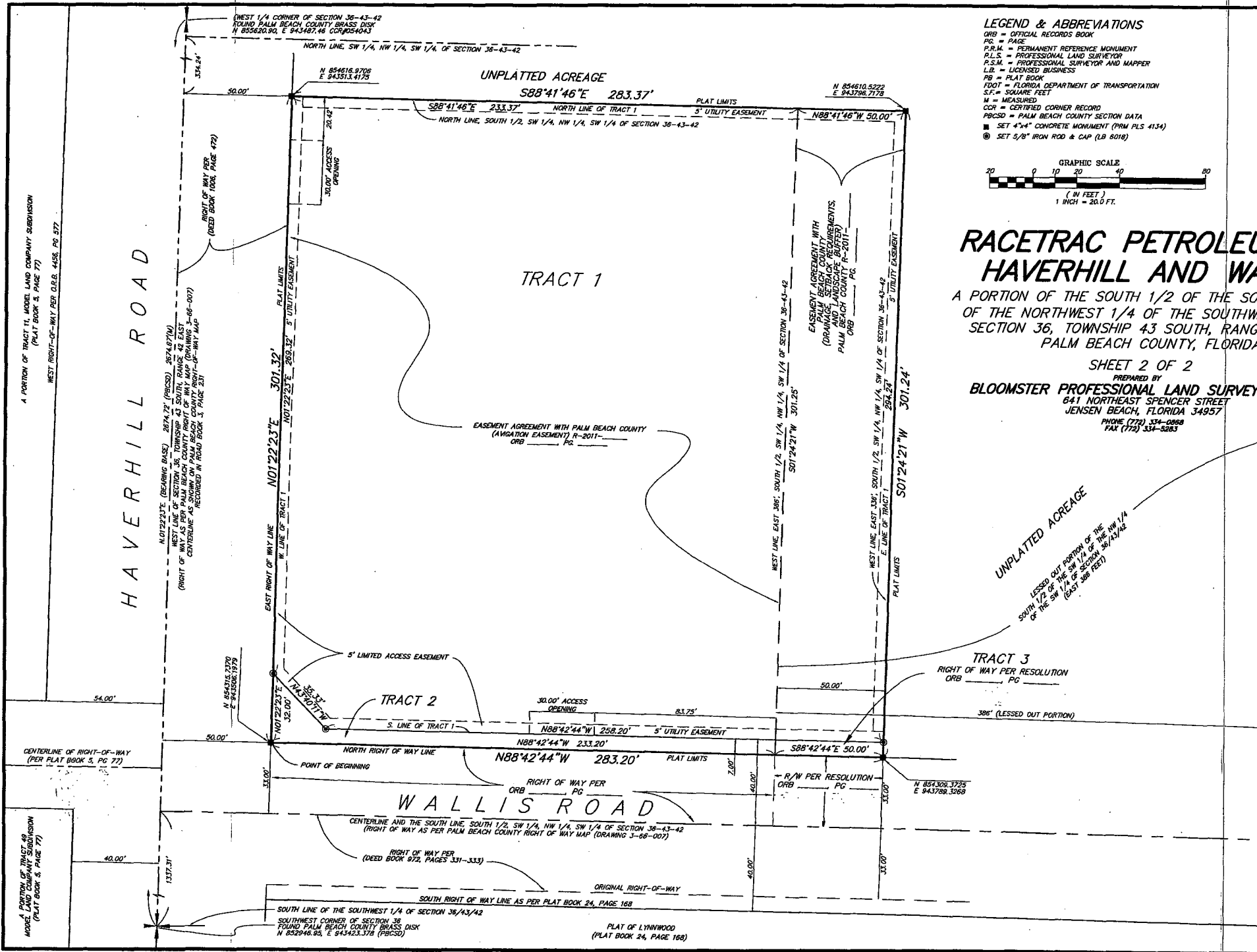
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PREVIOUS REFERENCE TO PARAGRAPHS (P. 104-1) AND CORNERS ACCORDING TO SEC. 177.081(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED AND THE ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

Robert Bloomster, Jr.
ROBERT BLOOMSTER, JR.
PROFESSIONAL LAND SURVEYOR
#4134 STATE OF FLORIDA
LICENSED BUSINESS #6018



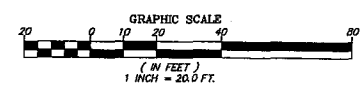
Attachment #

6



LEGEND & ABBREVIATIONS

- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- L.B. = LICENSED BUSINESS
- PB = PLAT BOOK
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- S.F. = SQUARE FEET
- M = MEASURED
- COR = CERTIFIED CORNER RECORD
- PCSD = PALM BEACH COUNTY SECTION DATA
- SET 4"x4" CONCRETE MONUMENT (PRM PLS 41.34)
- ⊙ SET 5/8" IRON ROD & CAP (L.B. 6018)



STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____ 2011, AND
DULY RECORDED IN PLAT
BOOK NO. _____ ON
PAGES _____ THROUGH _____

SHARON R. BOCK
CLERK AND COMPTROLLER
OF THE CIRCUIT COURT
BY _____
DEPUTY CLERK

**RACETRAC PETROLEUM AT
HAVERHILL AND WALLIS**

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.

SHEET 2 OF 2

PREPARED BY
BLOOMSTER PROFESSIONAL LAND SURVEYING, INC.
641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE (772) 334-0868
FAX (772) 334-3283

UNPLATTED ACREAGE
LESSER PORTION OF THE
SOUTH 1/2 OF THE SW 1/4 OF THE NW 1/4
OF THE SW 1/4 OF SECTION 36/42/42E
(EAST 388 FEET)

