

Prepared by and after recording,

Please return to:

General Counsel  
Racetrac Petroleum, Inc.  
3225 Cumberland Boulevard Ste. 100  
Atlanta, GA 30339

CFN 2010015617  
Bk 03873 Pgs 1204 - 1218; (15pgs)  
DATE: 02/17/2010 03:32:54 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 129.00  
DEED DOC 0.70

AKERMAN SENTERFITT  
420 S ORANGE AVE STE 1200  
ORLANDO, FL 32801

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement"), is made as of the 10 day of February, 2010, by and between RACETRAC PETROLEUM, INC., a Georgia corporation ("**Racetrac**"), and LAKE HILLS, INC. OF DELTONA a Florida corporation ("**Lake Hills**").

**WITNESSETH:** That;

WHEREAS, Lake Hills is the owner of certain real property (the "**Lake Hills Property**") located in Lake County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein;

WHEREAS, Racetrac is the owner of certain real property (the "**Racetrac Property**") located adjacent to the Lake Hills Property as more particularly described on **Exhibit "B"** attached hereto and incorporated by reference herein; and

WHEREAS, the parties agree to grant to each other certain easements pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other valuable and good consideration in hand paid by Racetrac and Lake Hills at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby covenant and agree as follows:

1. **Grant of Sign Easement.**

(a) Racetrac does hereby grant Lake Hills a non-exclusive perpetual easement (the "**Sign Easement**"), for the right to construct a sign (the "**Sign**") within a portion of the Racetrac Property, which location is generally shown crosshatched on **Exhibit "C"** attached hereto and made a part hereof (such location the "**Sign Easement Area**"). The Sign Easement Area, following construction of the Sign therein, shall be automatically limited to that area that is five (5) feet from each side of the base of the Sign. Racetrac further agrees that (i) the Sign Easement shall be an appurtenance to the Lake Hills Property, for the benefit of the Lake Hills Property, and (ii) the Sign Easement shall be a covenant running with the land and shall be binding upon Racetrac. Racetrac does hereby grant to Lake Hills a non-exclusive perpetual easement for ingress and egress and utilities, both only as are necessary to maintain and service the Sign. This easement shall be ten (10) feet wide and run directly from the Sign Easement Area to the State Road 19 right of way to the East and from the Sign Easement Area to Lake Hills adjacent property to the North.

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(b) The Sign shall be constructed and maintained in a good and workmanlike, first-class manner, using colors and elements consistent with those found on either the Racetrac Property or the Lake Hills Property, at Lake Hills expense, completely within the Sign Easement Area. The content on the face of the Sign shall not be a billboard and shall in no event advertise a gas station or religious or political views or statements; provided, however, in the event a religious facility is located on the Lake Hills Property then the Sign may identify such facility so long as the area devoted to identifying such facility does not exceed forty percent (40%) of the face area of the Sign. The height, width and face area of the Sign shall not exceed the allowable dimensions set forth in applicable zoning or other governmental ordinances as determined without regard to any variances that may be obtained.

(c) Lake Hills shall maintain and repair the sign at Lake Hills' sole cost and expense. Racetrac grants to Lake Hills a temporary construction easement within ten (10) feet of the Sign Easement Area for the construction of the Sign which easement shall automatically terminate within one (1) year from the date hereof. Lake Hills shall not, at any time, block any driveway on the Racetrac Property nor shall Lake Hills impede traffic flow in any way to or from the Racetrac Property. Lake Hills hereby agrees to construct and maintain the Sign in accordance with all applicable governmental rules and regulations and in a manner which avoids unreasonable interference with the use and operation of the Racetrac Property, and Lake Hills shall maintain the sign in good condition at all times. Lake Hills agrees to maintain (at all times) general liability insurance in an amount of at least Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and to maintain workers' compensation insurance having limits as required by the State of Florida naming Racetrac as an additional insured on the former insurance policy. Notwithstanding anything herein to the contrary, Lake Hills shall not enter the Racetrac Property (including, but not limited to, the Sign Easement Area) until Lake Hills has provided Racetrac a copy of a Certificate of insurance naming Racetrac as an additional insured. Lake Hills shall not permit, and hereby agrees to have immediately released, any liens (including, but not limited to, materialmen's liens or personal property tax liens) that affect the Sign Easement Area or any other portion of the Racetrac Property. In the event that Lake Hills fails to maintain and/or repair the Sign as required by this paragraph or in the event that Lake Hills allows a lien affecting the Racetrac Property to attach, Racetrac shall have the right (but not the obligation) to maintain and/or repair the Sign and/or to pay to have any such lien released in which event Lake Hills shall reimburse Racetrac for any and all costs incurred by Racetrac (including attorneys' fees) within ten (10) days of Racetrac's demand. Lake Hills shall indemnify, defend and hold harmless Racetrac from and against any claims, liabilities, obligations or damages asserted against or incurred by Racetrac resulting from or arising out of Lake Hills' (or Lake Hills' agents, representatives or employees) presence on the Racetrac Property pursuant to this Agreement or any act or omission of Lake Hills related to the Sign Easement.

(d) Racetrac shall execute all documents and agreements reasonably necessary to facilitate Lake Hills application for all governmental approvals/permits reasonably deemed necessary by Lake Hills for construction of the Sign consistent with the terms herein. The parties shall cooperate as reasonably necessary to relocate the Sign Easement Area if required by any governmental approvals/permits. Racetrac

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hereby agrees that it shall construct its sign, if any, at least 75 feet away from the Sign Easement Area.

2. **Access Easements:**

a) Lake Hills does hereby grant, bargain, sell and convey to Racetrac, for the benefit of and as an appurtenance to the Racetrac Property, a perpetual, non-exclusive right, privilege and easement (the "Racetrac Driveway Easement") in and to that portion of the Lake Hills Property depicted and described on Exhibit "D" attached hereto and incorporated by reference herein (the "Racetrac Driveway Easement Area"). The purpose of the Racetrac Driveway Easement is to provide access for pedestrian traffic and motor vehicles to and from the Racetrac Property.

(b) Without limiting the easement granted in subparagraph (a) above Lake Hills does hereby grant, bargain, sell and convey to Racetrac, for the benefit of and as an appurtenance to the Racetrac Property, a perpetual, non-exclusive right, privilege and easement over those portions of the Lake Hills Property that may be designated and/or used from time to time as driveways and sidewalks by the owners of the Lake Hills Property, for vehicular and pedestrian access to and from the Racetrac Property.

(c) Racetrac does hereby grant, bargain, sell and convey to Lake Hills, for the benefit of and as an appurtenance to the Lake Hills Property, a perpetual, non-exclusive right, privilege and easement (the "Lake Hills Driveway Easement") on those portions of the Racetrac Property that may be designated and/or used from time to time as driveways and sidewalks by the owner of the Racetrac Property (the "Lake Hills Driveway Easement Area"); provided, however, the Lake Hills Driveway Easement shall not include those portions of the Racetrac Property that may be located (i) under any gas island canopy or (ii) above any underground storage tanks. The purpose of the Lake Hills Driveway Easement is to provide access for pedestrian traffic and motor vehicles to and from the Lake Hills Property.

3. **Construction Easement:** Lake Hills does hereby grant, bargain, sell and convey to Racetrac, as an appurtenance to the Racetrac Property, a non-exclusive, temporary Construction Easement in and to the Lake Hills Property for the purpose of performing the work outlined in that certain Post Closing Agreement between Lake Hills and Racetrac of even date herewith, which temporary easement shall automatically terminate upon the earlier of: 1) completion of the work contemplated therein or 2) two (2) years from the date of this Agreement. Upon the completion of the work, either party may unilaterally record an instrument evidencing the termination of the temporary construction easement.

4. **Intentionally deleted.**

5. **Binding Effect.** The benefits and burdens of the easements granted by this Agreement shall run with the title to the Lake Hills Property and the Racetrac Property respectively, and shall bind the owners thereof, their respective successors, successors-in-title, legal representatives and assigns.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

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7. **Time of the Essence.** Time shall be of the essence as to all terms and conditions of this Agreement.

8. **Attorney's Fees.** In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, including all such attorneys' fees and costs which may be incurred in any trial, appellate or bankruptcy proceedings.

9. **Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served if by (i) hand delivery, (ii) reputable national overnight courier service, or (iii) prepaid, certified U.S. Mail, return receipt requested, or (iv) facsimile transmission, and shall be effective upon delivery or refusal. Any such notice, demand or request shall be addressed to the applicable party as follows:

To Racetrac: Racetrac Petroleum, Inc.  
3225 Cumberland Boulevard, Suite 100  
Atlanta, Georgia 30339  
Attention: General Counsel  
Fax No. 770-955-0985

To Lake Hills: Lake Hills, Inc. of Deltona  
2251 Celery Avenue  
Sanford, Florida 32771  
Attention: Stan Smith

and

P.O. Box 543  
Sanford, Florida 32772  
Attention: Stan Smith

Fax No. 407-324-4613

10. **Severability.** Every provision of this Agreement shall be independent of and severable from the other provisions hereof. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

11. **Waiver of Jury Trial.** EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS EASEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW AND THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

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**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Agreement under seal as of the day and year first above written.

**RACETRAC:**

**RACETRAC PETROLEUM, INC.,**  
a Georgia corporation

WITNESSES

Velma Kendall

Print Name: VELMA KENDALL

Debbie Entekin

Print Name: Debbie Entekin

By: [Signature]

Name: W.C. MILAM

Title: SVP

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2010 by William C. Milam as Sr VP of Racetrac Petroleum, Inc., a Georgia corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[Signature]  
Notary Public

Janet E. Quirk  
Printed Name



[signatures continued on following page]

{01478566;7}

LAKE HILLS:

LAKE HILLS, INC. OF DELTONA, a Florida corporation

WITNESSES

Scott Price

Print Name: SCOTT M. PRICE

Kelly Zimclus

Print Name: Kelly Zimclus

By: Stanlee Smith

Name: Stanlee Smith

Title: President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10 day of February, 2010 by Stanlee Smith as President of Lake Hills, Inc. of Deltona, a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Scott Price  
Notary Public



\_\_\_\_\_  
Printed Name

{01478566;7}

EXHIBIT "A"  
SHEET 1 OF 2

*LEGAL DESCRIPTION: LAKE HILLS PROPERTY*

THE NORTH 25 FEET OF THE EAST 1/2 OF TRACT 1, LESS THE WEST 30.0 FEET THEREOF; AND THE EAST 100.0 FEET OF TRACTS 2 & 3 AS SHOWN ON THE PLAT OF 'INWOOD HEIGHTS' AS RECORDED IN PLAT BOOK 10 AT PAGE 40 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. AND

A PORTION OF THE SW1/4 OF THE NE1/4 OF THE NW1/4, LESS RIGHT OF WAY FOR STATE ROAD #19, IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA;

ALL THE ABOVE BEING BETTER DESCRIBED AS FOLLOWS:

A PORTION OF THE NE1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE SW1/4 OF THE NE1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET); THENCE RUN S87°29'00"W ALONG THE SOUTH LINE OF THE SAID SW1/4 OF THE NE1/4 OF THE NW1/4, 150.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S87°29'00"W ALONG THE SAID SOUTH LINE OF THE SW1/4 OF THE NE1/4 OF THE NW1/4 455.70 FEET; THENCE RUN S02°16'30"E ALONG THE EAST LINE OF TRACT 1, INWOOD HEIGHTS, PLAT BOOK 10 AT PAGE 40 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 25.0 FEET; THENCE RUN S87°26'30"W ALONG THE SOUTH LINE OF THE NORTH 25 FEET OF TRACT 1, AFOREMENTIONED 'INWOOD HEIGHTS', 633.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF RELUME STREET; THENCE RUN N02°11'30"W ALONG THE THE EASTERLY RIGHT OF WAY LINE OF RELUME STREET, 25.0 FEET TO THE SOUTHERLY LINE OF THE E 1/2 OF TRACT 2, AFOREMENTIONED 'INWOOD HEIGHTS'; THENCE RUN N87°26'30"E ALONG THE SOUTHERLY LINE OF THE SAID TRACT 2, 533.10 FEET TO A POINT 100.00 FEET WESTERLY OF THE SE CORNER OF SAID TRACTS 2, THENCE RUN N02°16'30"W ALONG THE WESTERLY LINE OF THE EAST 100.00 FEET OF TRACTS 2 & 3, SAID INWOOD HEIGHTS, 658.27 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED TRACT 3; THENCE RUN N87°49'30"E ALONG THE NORTHERLY LINE OF SAID TRACT 3, 100.0 FEET TO THE NE CORNER OF SAID TRACT 3 AND THE NW CORNER OF THE SW1/4 OF THE NE1/4 OF THE NW1/4 OF THE AFOREMENTIONED SECTION 23, THENCE RUN N87°49'30"E ALONG THE NORTHERLY LINE OF THE SAID SW1/4 OF THE NE1/4 OF THE NW1/4, 449.70 FEET TO A POINT 174.0 FEET WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED STATE ROAD NO. 19; THENCE RUN S02°16'30"E, 184.99 FEET; THENCE RUN N87°49'14"E, 171.87 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 19; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE CONCAVE WESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2811.93 FEET, A CENTRAL ANGLE OF 02°16'48" AND A CHORD BEARING OF S01°11'54"W, FOR AN ARC DISTANCE OF 111.90 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 04°04'32" AND A CHORD BEARING OF S00°18'03"W, FOR AN ARC DISTANCE OF 207.56 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN S87°29'06"W, 150.01 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 3067.93 FEET, A CENTRAL ANGLE OF 00°40'29" AND A CHORD BEARING OF S02°06'44"E, FOR AN ARC DISTANCE 36.13 FEET; THENCE RUN S02°27'00"E, 113.86 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 9.861 ACRES, MORE OR LESS.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCEL: (RACETRAC PARCEL 1.626 ACRES)

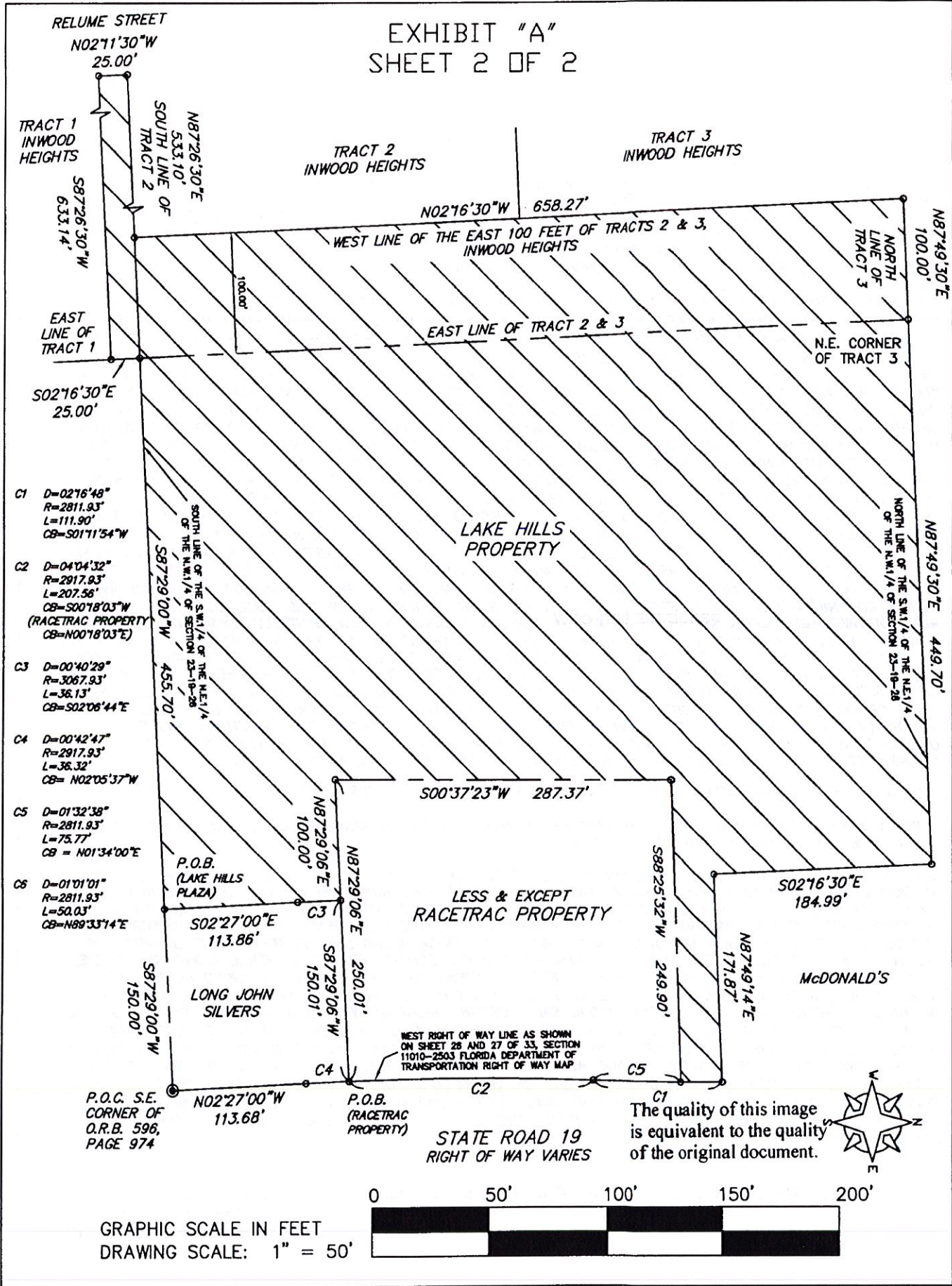
BEING A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-2503 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN N02°27'00"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 00°42'47" A CHORD BEARING OF N02°05'37"W, FOR AN ARC DISTANCE OF 36.32 FEET TO A POINT OF CONTINUED CURVATURE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY ALONG A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 04°04'32" A CHORD BEARING OF N00°18'03"E, FOR AN ARC DISTANCE OF 207.56 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE WESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2811.93 FEET, A CENTRAL ANGLE OF 01°32'38" AND A CHORD BEARING OF N01°34'00"E, FOR AN ARC DISTANCE OF 75.77 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE S88°25'32"W A DISTANCE OF 249.90 FEET TO A POINT; THENCE S00°37'23"W A DISTANCE OF 287.37 FEET TO A POINT; THENCE N87°29'06"E A DISTANCE OF 250.01 FEET TO THE POINT OF BEGINNING.

LAKE HILLS PROPERTY LESS & EXCEPT RACETRAC PROPERTY CONTAINS 8.235 ACRES MORE OR LESS.

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EXHIBIT "A"  
SHEET 2 OF 2



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**Exhibit "A"**

Lake Hills Property Continued

Also less and except the following parcel:

A PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION, 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA:

THENCE N87°49'30"E ALONG THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, A DISTANCE OF 449.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N87°49'30"E ALONG SAID NORTH BOUNDARY OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, A DISTANCE OF 24.00 FEET; THENCE S02°16'30"E, A DISTANCE OF 150.00 FEET; THENCE N87°49'30"E, A DISTANCE OF 148.70 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH BAY STREET (STATE ROAD NO. 19); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF SOUTH BAY STREET (STATE ROAD NO. 19), A DISTANCE OF 35.03 FEET; THENCE S87°49'30", A DISTANCE OF 171.16 FEET; THENCE N02°16'30"W, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,617.55 SQUARE FEET OR 0.22 ACRES, MORE OR LESS.

{01478566;7}

EXHIBIT "B"  
SHEET 1 OF 2  
RACETRAC PROPERTY

*LEGAL DESCRIPTION:*

BEING A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA;  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-250.3 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN N02°27'00"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 00°42'47" A CHORD BEARING OF N02°05'37"W, FOR AN ARC DISTANCE OF 36.32 FEET TO A POINT OF CONTINUED CURVATURE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY ALONG A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 04°04'32" A CHORD BEARING OF N00°18'03"E, FOR AN ARC DISTANCE OF 207.56 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE WESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2811.93 FEET, A CENTRAL ANGLE OF 01°32'38" AND A CHORD BEARING OF N01°34'00"E, FOR AN ARC DISTANCE OF 75.77 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE S88°25'32"W A DISTANCE OF 249.90 FEET TO A POINT; THENCE S00°37'23"W A DISTANCE OF 287.37 FEET TO A POINT; THENCE N87°29'06"E A DISTANCE OF 250.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.626 ACRES MORE OR LESS

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# EXHIBIT "C" LEGAL DESCRIPTION FOR SIGN EASEMENT

### LEGAL DESCRIPTION:

AN EASEMENT LYING IN A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. SAID EASEMENT BEING A STRIP OF LAND 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-2503 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN N.02°27'00"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2917.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°42'47", A DISTANCE OF 36.32 FEET TO THE N.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE CONTINUE NORTHERLY ALONG THE ARC OF THE PREVIOUSLY DESCRIBED CURVE, THROUGH A CENTRAL ANGLE OF 04°04'32", A DISTANCE OF 207.56 FEET TO THE BEGINNING OF REVERSE CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2811.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'51", A DISTANCE OF 66.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'52" WEST, A DISTANCE OF 31.50 FEET TO THE POINT OF TERMINUS.  
CONTAINING: 315 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 S.87°29'00"W. ALONG THE SOUTH LINE OF SW1/4, NE1/4, NW1/4 OF SECTION 23.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM, INC."
4. LEGAL DESCRIPTION WAS WRITTEN BY THIS FIRM.

### 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 61G17-6, FLORIDA STATUTES, 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.

The quality of this image is equivalent to the quality of the original document.

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

**BLOOMSTER**  
PROFESSIONAL LAND SURVEYORS, INC.  
FLORIDA L.B. # 6018

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

SHEET 1 OF 2	
SCALE:	NOT TO SCALE
DATE:	8/17/08
F.B.:	SKETCH
JOB NO.:	9573
REVISIONS	
8/8/08 NEW RT BNDY	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
PREPARED FOR: RACETRAC PETROLEUM, INC.  
STATE ROAD #19 (LAKE HILLS PLAZA)  
CITY OF EUSTIS, LAKE COUNTY, FLORIDA

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

EXHIBIT "C"  
SKETCH OF DESCRIPTION  
FOR  
SIGN EASEMENT



LAKE HILLS PLAZA  
(PARENT TRACT)

287.37'  
S00°37'23"W

PROPOSED RACETRAC  
PETROLEUM, INC.

N87°29'06"E 250.01'

N.E. CORNER OF  
O.R.B. 596, PAGE 974

LONG JOHN  
SILVERS  
(NOT A PART)

WEST R.O.W. LINE

N02°27'00"W  
113.68'

R=2917.93'  
D=04°04'32"  
L=207.56'

D=00°42'47"  
R=2917.93'  
L=36.32'

D=01°32'38"  
R=2811.93'  
L=75.77'  
(OVERALL)

POINT OF TERMINUS  
CENTERLINE OF 10' EASEMENT  
POINT OF BEGINNING  
R=2811.93' L=66.13'  
D=01°20'51"

McDONALDS  
(NOT A PART)

EASEMENT  
(ORB 490/532)

N89°25'52"W 31.50'

N87°49'14"E 249.90'

PRC

PC

SOUTH LINE OF THE S.W.1/4 OF THE N.E.1/4 OF  
THE N.W.1/4 OF SECTION 23-19-26

S.87°29'00"W (BEARING BASE)

POINT OF COMMENCEMENT  
S.E. CORNER OF O.R.B.596, PAGE 974

STATE ROAD 19  
FDOT MAP SECTION 11010-2503 (PAGES 26 & 27 OF 33)

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

- D = DELTA
- L = LENGTH
- R = RADIUS
- O.R.B. = OFFICIAL RECORDS BOOK
- PC = POINT OF CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- R.O.W. = RIGHT OF WAY

EXHIBIT "D"  
SHEET 1 OF 2

*LEGAL DESCRIPTION:*

*BEING A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA;  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-2503 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN N02°27'00"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 00°42'47", A CHORD BEARING OF N02°05'37"W, FOR AN ARC LENGTH OF 36.32 FEET; THENCE LEAVE SAID WESTERLY RIGHT-OF-WAY LINE S87°29'06"W A DISTANCE OF 250.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S87°29'06"W A DISTANCE OF 24.04 FEET TO A POINT; THENCE N00°37'23"E A DISTANCE OF 325.79 FEET TO A POINT; THENCE N88°25'32"E A DISTANCE OF 24.02 FEET TO A POINT; THENCE S00°37'23"W A DISTANCE OF 325.40 FEET TO THE POINT OF BEGINNING;*

*CONTAINING: 7,814 SQ. FT. OR 0.179 ACRES, MORE OR LESS.*

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EXHIBIT "D"  
SHEET 2 OF 2

