

TAB 3

This Instrument Prepared By

And return to:

Barbara B. Levin, Esquire
Levin & Lubbecke, P. A.
1222 79th Street South
St. Petersburg, FL 33707

CORRECTIVE WARRANTY DEED

(DEED CORRECTED AS TO LEGAL DESCRIPTION AND NO ADDITIONAL DOCUMENTARY STAMP TAX IS DUE)

THIS WARRANTY DEED made and executed this 29 day of January, 2008, by **ROYAL PALM CAR WASH II, LLC**, a Florida limited liability company, whose address is 1001 3rd Avenue West, Suite 320, Bradenton, Florida 34205, hereinafter called the Grantor, to **CITY OF PALMETTO, FLORIDA**, a subdivision of the State of Florida, whose address is 516 8th Avenue West, Palmetto, Florida 34221, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns or individuals, and successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Manatee County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

PARCEL I.D. 10134.0022/9

TOGETHER with all the estate and rights of Grantor in such property.

Grantor covenants that the premises are free from encumbrances made by Grantor and Grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

ROYAL PALM CAR WASH II, LLC, a
Florida limited liability company

Martin Emurich
Print Name: Martin Emurich
Sharon E. Rogue
Print Name: SHARON E. ROGUE

By: [Signature]
R. Curtis White Jr., Managing Member

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by R. Curtis White, Jr., as Managing Member of Royal Palm Car Wash II, LLC, on behalf of the company, who is personally known to me, or produced Driver License identification, who did not take an oath, and who acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of January, 2008.

[Signature]
Print Name: Donna J. Burkitt
NOTARY PUBLIC - STATE OF FLORIDA
Commission No. _____
My Commission Expires: _____



EXHIBIT "A"

RIGHT-OF-WAY

A 14-FOOT WIDE RIGHT-OF-WAY DEDICATION LOCATED IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF PALMETTO, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "C", CANAL ROAD COMMERCIAL PARK, AS RECORDED IN PLAT BOOK 32, PAGE 143 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD (16TH AVENUE EAST); THENCE NORTH 00°28'45" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 194.95 FEET; THENCE SOUTH 85°25'12" EAST, A DISTANCE OF 12.15 FEET; THENCE NORTH 43°41'47" EAST, A DISTANCE OF 2.75 FEET; THENCE SOUTH 00°28'45" WEST, BEING 14.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 195.75 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301 (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NUMBER 1302-(104) 202, ROAD 43); THENCE SOUTH 89°04'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301, A DISTANCE OF 14.0 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,722 SQUARE FEET OR 0.06 ACRE.



CITY OF PALMETTO

FINAL DETERMINATION OF IMPACT FEE CREDIT

Please check the box that corresponds with the type of credit:

Land dedication

Structures, facilities or improvements

Date: November 28, 2007						
Project Name: Royal Palm Car Wash						
Project Address: 1650 U. S. 301 North, Palmetto, Florida 34221						
City Project Number: 06-510						
Parcel ID Number(s): <table border="1"><thead><tr><th>Parcel ID</th><th>Owner</th><th>Site Address</th></tr></thead><tbody><tr><td>1013400229</td><td>ROYAL PALM CAR WASH...</td><td>1650 US 301 N</td></tr></tbody></table>	Parcel ID	Owner	Site Address	1013400229	ROYAL PALM CAR WASH...	1650 US 301 N
Parcel ID	Owner	Site Address				
1013400229	ROYAL PALM CAR WASH...	1650 US 301 N				
Type of Development Proposed : Commercial						
Owner/Agent of Property: R. C. White/Coastal Enterprises – <i>Barbara Levin, Attorney</i>						
Mailing Address: 1001 3 rd Avenue West, Bradenton, Florida 34205						
Telephone: 941-744-5500						
Dimension/acreage of land to be dedicated (if applicable):						
Legal description of land to be dedicated <u>or</u> location of structures, facilities or improvements: See Exhibit A , attached hereto.						

Initial Impact Fee Obligation as determined by the Building Department \$56,196.84

(The table below contains the initial impact fee obligation. See attached Impact Fee calculation sheet for more detail.)

Commercial		Residential	
Gen. Govt.	\$896.16	Gen Govt.	
Police	\$791.73	Police	
Roads	\$54,508.95	Parks and Recreation	
		Roads	
Total Impact Fee	\$56,196.84	Total Credit	

Approved Impact Fee Credit Amount (as approved by City Commission):

Commercial		Residential	
Gen. Govt.		Gen Govt.	
Police		Police	
Roads	\$39,956.10	Parks and Recreation	
		Roads	
Total Credit	\$39,956.10	Total Credit	

Award of the above amount of impact fee credit was approved by the City Commission on April 2, 2007. The initial amount approved by Commission of \$44,944.85 was reduced by \$4,988.75 as a credit could not be issued for legal fees.

Balance Due Impact Fees are shown in the table below.

Commercial		Residential	
Gen. Govt.	\$896.16	Gen Govt.	
Police	\$791.73	Police	
Roads	\$14,552.85	Parks and Recreation	
		Roads	
Adjusted Total Impact Fee	\$16,240.74	Total Credit	

Other Conditions:

Credit shall be awarded upon satisfaction of all of the following conditions:

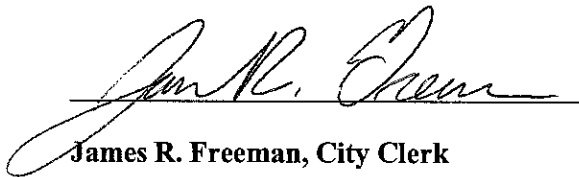
1. An Affidavit of Ownership and Encumbrances shall be provided to the Planning Department and approved by the City Attorney.

2. A deed or dedication in a form approved by the City Attorney shall be filed in the Manatee County Public Records.

3. An original and one copy of the recorded document shall be provided to the City Clerk.

The initial impact fee obligation minus approved credit equals a balance due of **\$16,240.74**. This amount is due prior to the issuance of a Certificate of Occupancy. Please visit the Building Department at 600 17th Street W. or call 941.722.2166 to process your impact fee balance due amount.

The impact fee obligation for this project will be final once all conditions identified in items 1-3 above have been satisfied and payment for the balance due of \$16,240.74 is received. If the applicant fails to meet any of the conditions as identified in items 1-3 above, the total impact fee of \$56,196.84 is due in full to satisfy the impact fee requirements for this project.


James R. Freeman, City Clerk

Date: 11/28/07



CITY OF PALMETTO

PRELIMINARY DETERMINATION OF IMPACT FEE CREDIT

Please check the box that corresponds with the type of credit:

Land dedication

Structures, facilities or improvements

Date: November 28, 2007						
Project Name: Royal Palm Car Wash						
Project Address: 1650 U. S. 301 North, Palmetto, Florida 34221						
City Project Number: 06-510						
Parcel ID Number(s): <table border="1"><thead><tr><th>Parcel ID</th><th>Owner</th><th>Site Address</th></tr></thead><tbody><tr><td>1013400229</td><td>ROYAL PALM CAR WASH ...</td><td>1650 US 301 N</td></tr></tbody></table>	Parcel ID	Owner	Site Address	1013400229	ROYAL PALM CAR WASH ...	1650 US 301 N
Parcel ID	Owner	Site Address				
1013400229	ROYAL PALM CAR WASH ...	1650 US 301 N				
Type of Development Proposed (Commercial or Residential) : Commercial						
Owner/Agent of Property: R. C. White/Coastal Enterprises – <i>Barbara Levin, Attorney</i>						
Mailing Address: 1001 3 rd Avenue West, Bradenton, Florida 34205						
Telephone: 941-744-5500						
Dimension/acreage of Land to Be Dedicated (if applicable):						
Legal description of land to be dedicated <u>or</u> location of structures, facilities, or improvements: See Exhibit A , attached hereto.						

Initial Impact Fee Obligation as determined by the Building Department _____ \$56,196.84__

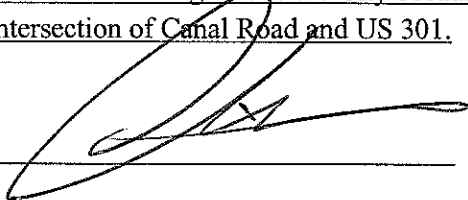
(The table below contains the initial impact fee obligation. See attached Impact Fee calculation sheet for more detail)

Commercial		Residential	
Gen. Govt.	\$896.16	Gen Govt.	
Police	\$791.73	Police	
Roads	\$54,508.95	Parks and Recreation	
		Roads	
Total Impact Fee	\$56,196.84	Total Impact Fee	

Recommended Impact Fee Credit Amount:

Commercial		Residential	
Gen. Govt.		Gen Govt.	
Police		Police	
Roads	39,956.10	Parks and Recreation	
		Roads	
Total Credit		Total Credit	

Reason for Credit: _____ This is the land value of this right-of-way dedication. The right-of-way dedication is advantageous to the City because of the anticipated need to widen Canal Road and enhance the intersection of Canal Road and US 301.



Date: 11-28-07

Chris Lukowiak, Director of Public Works

CITY OF PALMETTO
PRELIMINARY DETERMINATION OF IMPACT FEE CREDIT
CERTIFICATION OF APPLICANT'S RECEIPT

PROJECT NAME Royal Palm Car Wash #06-510

APPLICANT HEREBY CERTIFIES HIS/HER RECEIPT OF THIS PRELIMINARY DETERMINATION OF IMPACT FEE CREDIT, AND FURTHER CERTIFIES:

AGREEMENT; or DISAGREEMENT WITH THE DETERMINATION.

Martin Emmrich
Printed Name
Martin Emmrich
Signature

11/28/07
Date

NOTE: A copy of this Preliminary Determination of Impact Fee Credit, signed and dated by the Applicant, must be returned to the Director of the Department of Public Works within sixty (60) days of the date of its issuance. Failure to return such signed document to the Director within sixty (60) calendar days of issuance of the Preliminary Determination shall nullify and void the Preliminary Determination of Impact Fee Credit.

If the Applicant disagrees with the Preliminary Determination of Impact Fee Credit, he/she may complete the attached Notice of Appeal and return it to the Director together with the signed copy of the Preliminary Determination of Impact Fee Credit, as described above.

CITY OF PALMETTO
PRELIMINARY DETERMINATION OF IMPACT FEE CREDIT
CERTIFICATION OF APPLICANT'S RECEIPT

PROJECT NAME Royal Palm Car Wash #06-510

APPLICANT HEREBY CERTIFIES HIS/HER RECEIPT OF THIS PRELIMINARY DETERMINATION OF IMPACT FEE CREDIT, AND FURTHER CERTIFIES:

AGREEMENT; or DISAGREEMENT WITH THE DETERMINATION.

 Martin Emmrich
Printed Name
 Martin Emmrich
Signature

 11/28/07
Date

NOTE: A copy of this Preliminary Determination of Impact Fee Credit, signed and dated by the Applicant, must be returned to the Director of the Department of Public Works within sixty (60) days of the date of its issuance. Failure to return such signed document to the Director within sixty (60) calendar days of issuance of the Preliminary Determination shall nullify and void the Preliminary Determination of Impact Fee Credit.

If the Applicant disagrees with the Preliminary Determination of Impact Fee Credit, he/she may complete the attached Notice of Appeal and return it to the Director together with the signed copy of the Preliminary Determination of Impact Fee Credit, as described above.

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, this day personally appeared **R. Curtis White, Jr.**, of **ROYAL PALM CAR WASH II, LLC**, a Florida limited liability company, whose mailing address is 1001 Third Avenue West, Suite 320, Bradenton, FL 34205, who being first duly sworn, deposes and says:

1. That the undersigned, hereinafter called the Grantor, is the owner of and has full authority to sell or encumber the following described property, (hereinafter "Property").

See legal description identified as Exhibit "A" attached hereto.

2. That the Grantor plans to convey the Property to the **CITY OF PALMETTO** whose principal office is at 516 8th Avenue West, Palmetto, FL 34221, (hereinafter "Grantee").

3. To the best of Grantor's knowledge, the only mortgages, liens, encumbrances, including but not limited to any leasehold interest or potential claims against the Property are:

**Community Bank of Manatee pursuant to that certain mortgage recorded at
Official Records Book 2200, Page 2803, et.seq.,
of the Public Records of Manatee County, Florida**

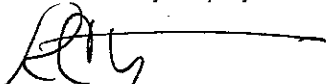
4. That there has been no labor, material, or service furnished for improvement of the Property, which remains unpaid, except as set forth in paragraph 3 of this affidavit.

5. That there are no claims, demands, liens or judgments outstanding against the above described property and the Grantor is not indebted to anyone for any such Property, except as set forth in paragraph 3 of this affidavit.

6. That the Grantor makes this affidavit for the purpose of assisting the Grantee in the acquisition of the above described property.

(Corporate Seal)

ROYAL PALM CAR WASH II, LLC,
a Florida limited liability company

By: 
R. Curtis White, Jr., Managing Member

SWORN to or affirmed and subscribed before me this 15th day of November, 2007, by R. Curtis White, Jr., Managing Member (name and title of agent) of Royal Palm Car Wash II, a Florida limited liability company, on behalf of the corporation, who is () personally known to me or () has produced as identification.





NOTARY PUBLIC Signature
MARLYS SWEITZER
Printed Name

EXHIBIT "A"

RIGHT-OF-WAY

A 14-FOOT WIDE RIGHT-OF-WAY DEDICATION LOCATED IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF PALMETTO, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "C", CANAL ROAD COMMERCIAL PARK, AS RECORDED IN PLAT BOOK 32, PAGE 143 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD (16TH AVENUE EAST); THENCE NORTH 00°28'45" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 194.95 FEET; THENCE SOUTH 85°25'12" EAST, A DISTANCE OF 12.15 FEET; THENCE NORTH 43°41'47" EAST, A DISTANCE OF 2.75 FEET; THENCE SOUTH 00°28'45" WEST, BEING 14.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 195.75 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301 (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NUMBER 1302-(104) 202, ROAD 43); THENCE SOUTH 89°04'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301, A DISTANCE OF 14.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 2,722 SQUARE FEET OR 0.06 ACRE.

This Instrument Prepared By:

**Barbara B. Levin, Esquire
Levin & Lubbecke, P. A.
1222 79th Street South
St. Petersburg, FL 33707**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this ____ day of _____, 2007, by **ROYAL PALM CAR WASH II, LLC, a Florida limited liability company**, whose address is 1001 3rd Avenue West, Suite 320, Bradenton, Florida 34205, hereinafter called the Grantor, to **CITY OF PALMETTO, FLORIDA**, a subdivision of the State of Florida, whose address is 516 8th Avenue West, Palmetto, Florida 34221, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns or individuals, and successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Manatee County, Florida, to-wit:

CERTAIN REAL PROPERTY LOCATED IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

PARCEL I.D. 10134.0022/9

TOGETHER with all the estate and rights of Grantor in such property.


Grantor covenants as follows:

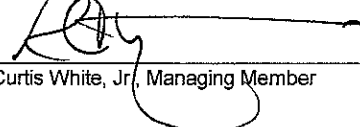
1. That the premises are free from encumbrances made by Grantor; and
2. That Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

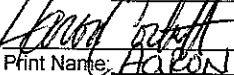
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

ROYAL PALM CAR WASH II, LLC, a Florida
limited liability company


Print Name: Martin Emrich

By: 
R. Curtis White, Jr., Managing Member


Print Name: Aaron Corbett

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by R. Curtis White, Jr., as Managing Member of Royal Palm Car Wash II, LLC, on behalf of the company.

who is personally known to me, or

who produced _____ as identification, who did not take an oath, and who acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of November, 2007.

Marlys Switzer
Print Name: MARLYS SWITZER
NOTARY PUBLIC - STATE OF FLORIDA
Commission No. _____
My Commission Expires: _____



EXHIBIT "A"

RIGHT-OF-WAY

A 14-FOOT WIDE RIGHT-OF-WAY DEDICATION LOCATED IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF PALMETTO, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "C", CANAL ROAD COMMERCIAL PARK, AS RECORDED IN PLAT BOOK 32, PAGE 143 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD (16TH AVENUE EAST); THENCE NORTH 00°28'45" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 194.95 FEET; THENCE SOUTH 85°25'12" EAST, A DISTANCE OF 12.15 FEET; THENCE NORTH 43°41'47" EAST, A DISTANCE OF 2.75 FEET; THENCE SOUTH 00°28'45" WEST, BEING 14.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 195.75 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301 (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NUMBER 1302-(104) 202, ROAD 43); THENCE SOUTH 89°04'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301, A DISTANCE OF 14.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 2,722 SQUARE FEET OR 0.06 ACRE.

**CITY OF PALMETTO
PUBLIC DISCLOSURE ACT
DISCLOSURE AFFIDAVIT**

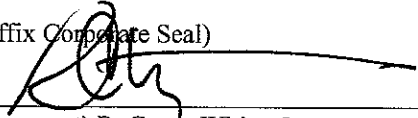
BEFORE ME, the undersigned authority in said County and State, personally appeared R. Curtis White, Jr., who being first dully sworn, deposes and says that he/she is:

- (a) President (or Vice President) of _____ a corporation authorized to do business under the laws of Florida; or
- (b) A Partner (or Limited Partner) of the firm of _____ composed of _____ and _____ doing business under the name of _____; or

(c) Trustee of _____ Trust; or

(d) Other Managing Member of Royal Palm Car Wash II, LLC, holding title to real property described in Exhibit "A" attached hereto and by this reference made a part hereof, hereby certify that the names and addresses listed on Exhibit "B" attached hereto and by this reference made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and do hereby file this Affidavit for the purpose of complying with the provisions of Sec. 74-174 (Sec. 286.23 F.S.), Laws of Florida, Public Disclosure Act.

(Affix Corporate Seal)




(Deponent) R. Curtis White, Jr.

1001 3rd Avenue West,
Bradenton, FL 34205
(Address of Deponent, Required by Chapter 74-174, Laws of Florida)

(Attestation by Secretary or Assistant Secretary if Deponent is Officer of Corporation)

State of Florida
County of Manatee

Sworn to and subscribed before me this 15th day of November, 2007 by R. Curtis White, Jr., Managing Member of Royal Palm Car Wash II, LLC, a Florida limited liability company, on behalf of the corporation, who is () personally known to me or () who has produced _____ as identification.



Notary Public Signature

MARLYS SWEITZER

Printed Name

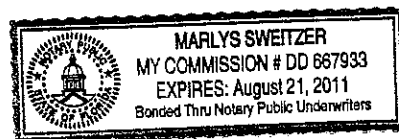


EXHIBIT "A"

Parcel "C", Canal Road Commercial Park, as per plat thereof recorded in Plat Book 32, Pages 143 and 144, of the Public Records of Manatee County, Florida.

Less and Except a portion of the Northwest $\frac{1}{4}$ of Section 18, Township 34 South, Range 18 East, Manatee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 34 South, Range 18 East, Manatee County, Florida; thence N. $00^{\circ}19'59''$ E., along the east line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 97.00 feet to the North right-of-way line of U. S. Highway No. 301 (150 foot wide); thence S. $88^{\circ}48'00''$ W., along said North right-of-way line, a distance of 1241.99 feet; thence N. $00^{\circ}12'55''$ E., 194.96 feet to the Point of Beginning; thence N. $00^{\circ}12'55''$ E., 240.13 feet; thence S. $89^{\circ}47'05''$ E., 38.96 feet; thence S. $67^{\circ}05'26''$ E., 47.28 feet; thence S. $32^{\circ}28'28''$ E., 49.42 feet; thence S. $02^{\circ}09'14''$ W., 68.73 feet; thence S. $38^{\circ}21'35''$ W., 89.46 feet; thence S. $43^{\circ}25'57''$ W., 57.80 feet; thence N. $85^{\circ}41'02''$ W., 12.15 feet to the Point of Beginning.

P.I.D. # 10134.0022/9

EXHIBIT "B"

Names and Addresses of all holders of beneficial interest in
Royal Palm Car Wash II, LLC, a Florida limited liability company:

R. Curtis White, Jr.
1001 Third Avenue West, Suite 320
Bradenton, FL 34205

**MORTGAGEE'S JOINDER IN AND RATIFICATION
OF DEDICATION OF RIGHT OF WAY**

Community Bank of Manatee, the owner and holder of that certain mortgage recorded in Official Records Book 2200, Page 2803, et seq., of the Public Records of Manatee County, Florida, covering all or a portion of the real property located in Manatee County, Florida, described as follows:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

For good and valuable consideration in hand paid by the record owner of said real property, receipt of which is hereby acknowledged, hereby specifically joins in and ratifies the dedication of right of way described in **Exhibit B**, attached hereto and made a part hereof, and releases from the lien of said mortgage, said right of way dedicated to the public.

Dated, this 9th day of November, 2007.

(Corporate Seal)

COMMUNITY BANK OF MANATEE
A corporation of the State of FLORIDA


By: [Signature]
Print Name: John J. Hanton
Title: (President) (Vice President) Asst. V. P.

ATTEST: [Signature]
Print Name: Erika West
Title: Petsal Banker

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 9th day of November 2007, by John Hanton, as Asst. V. P. of Community Bank of Manatee, a FL corporation, on behalf of the corporation.

who is personally known to me,
 who produced _____ as identification,
who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)  SHARON L. CHARRON
Notary Public, State of Florida
My comm. expires Mar. 9, 2011
Comm. No. DD 642129
Bonded Thru RLI Insurance Company/Surety Division

[Signature]
Signature
Sharon L. Charron
Print Name

My Commission Expires: 3/9/11

NOTARY PUBLIC-STATE OF FLORIDA
Commission No. DD642129

EXHIBIT "A"

Parcel "C", Canal Road Commercial Park, as per plat thereof recorded in Plat Book 32, Pages 143 and 144, of the Public Records of Manatee County, Florida.

Less and Except a portion of the Northwest $\frac{1}{4}$ of Section 18, Township 34 South, Range 18 East, Manatee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 34 South, Range 18 East, Manatee County, Florida; thence N. $00^{\circ}19'59''$ E., along the east line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 97.00 feet to the North right-of-way line of U. S. Highway No. 301 (150 foot wide); thence S. $88^{\circ}48'00''$ W., along said North right-of-way line, a distance of 1241.99 feet; thence N. $00^{\circ}12'55''$ E., 194.96 feet to the Point of Beginning; thence N. $00^{\circ}12'55''$ E., 240.13 feet; thence S. $89^{\circ}47'05''$ E., 38.96 feet; thence S. $67^{\circ}05'26''$ E., 47.28 feet; thence S. $32^{\circ}28'28''$ E., 49.42 feet; thence S. $02^{\circ}09'14''$ W., 68.73 feet; thence S. $38^{\circ}21'35''$ W., 89.46 feet; thence S. $43^{\circ}25'57''$ W., 57.80 feet; thence N. $85^{\circ}41'02''$ W., 12.15 feet to the Point of Beginning.

P.I.D. # 10134.0022/9

EXHIBIT "B"

RIGHT-OF-WAY

A 14-FOOT WIDE RIGHT-OF-WAY DEDICATION LOCATED IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST, CITY OF PALMETTO, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "C", CANAL ROAD COMMERCIAL PARK, AS RECORDED IN PLAT BOOK 32, PAGE 143 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD (16TH AVENUE EAST); THENCE NORTH 00°28'45" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 194.95 FEET; THENCE SOUTH 85°25'12" EAST, A DISTANCE OF 12.15 FEET; THENCE NORTH 43°41'47" EAST, A DISTANCE OF 2.75 FEET; THENCE SOUTH 00°28'45" WEST, BEING 14.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF CANAL ROAD, A DISTANCE OF 195.75 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301 (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NUMBER 1302-(104) 202, ROAD 43); THENCE SOUTH 89°04'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. 301, A DISTANCE OF 14.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 2,722 SQUARE FEET OR 0.06 ACRE.

City project
06-510

SCANNED

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between ROYAL PALM CAR WASH II LLC a Florida limited liability company (the "Developer"), and the CITY OF PALMETTO, FLORIDA, a political subdivision of the State of Florida (the "City").

WHEREAS, Developer is the sole owner and developer of real property located in the City of Palmetto, Florida, at the northeast quadrant of the intersection of Canal Road and US 301, which property is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, Developer has submitted plans and requested approval to construct improvements on the Property including a carwash and related facilities (the "Project"); and

WHEREAS, City approval of the Project is contingent upon Developer's compliance with applicable City standards, rules and regulations, and payment of impact fees as required by the City of Palmetto Code of Ordinances; and

WHEREAS, due to rapid growth in the area surrounding the Project, the City has requested that Developer dedicate an approximately fourteen (14) foot wide strip of land running along the western border of the Property and adjacent to Canal Road in order to facilitate the future widening of Canal Road; and

WHEREAS, the widening of Canal Road and the subsequent placement of additional utilities thereunder is necessary to address future impacts over and above those associated with Developer's Project; and

WHEREAS, Developer and the City wish to cooperatively facilitate the widening of Canal Road to accommodate transportation and utility demands resulting from future development; and

WHEREAS, the City is willing to grant impact fee credits to Developer in exchange for the dedication of an approximately fourteen (14) foot wide strip of land that will make possible the widening of Canal Road; and

WHEREAS, the City Commission finds that the requirements of Section 7-67 of the City of Palmetto Zoning Code, pertaining to the award of impact fee credits, have been met; and

WHEREAS, the City Commission finds that execution of this Agreement is consistent with the City of Palmetto 2010 Comprehensive Plan and Zoning Code, as well as applicable law, and in the best interest of the public welfare; and

WHEREAS, the parties wish to set forth their agreement relating to the Project.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and undertakings of the parties contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Recitals.** The recitals contained hereinabove are true and correct and are incorporated herein by reference.

2. **Dedication of Right of Way.** Prior to issuance of a Certificate of Occupancy, Developer shall dedicate the property legally described and graphically depicted on **Exhibit B**, attached hereto and incorporated herein, to the City, hereinafter the "Right of Way".

3. **Impact Fee Credits.** City agrees that, upon City Commission approval pursuant to section 7-67 of the City Code of Ordinances, Developer shall receive credit against transportation and utility impact fees due to the City in connection with the Project to compensate the Developer for dedication of the Right of Way as well as engineering and legal costs incurred in connection with such dedication up to the amount of impact fees calculated by the City. In no event shall the amount of the credit exceed the sum of applicable transportation and utility impact fees, as calculated by the City. If approved by the City Commission, impact fee credit shall be awarded on or before the date on which payment of impact fees would be required and in the event transportation or utility impact fees increase prior to the award of the credit to Developer and after execution of this Agreement and issuance of the building permit for the Project, the parties agree that the current fee structure shall be applicable. The credits to be awarded to Developer against the City's transportation and utility impact fees shall expire on March 31, 2009.

4. **Driveway Cut.** Notwithstanding the dedication provided for herein, the City has no objection to Developer implementing that certain right of way utilization permit issued by Manatee County, Florida to Developer on or about April 11, 2006 for the construction of a driveway extending from the Project to the existing right of way known as Canal Road, as more particularly described on the right of way utilization permit attached hereto and incorporated herein as **Exhibit C**. City acknowledges and agrees that subsequent to dedication of the Right of Way to the City, Developer shall have the right to access the Right of Way pursuant to

said utilization permit and travel across the Right of Way in accordance with the temporary Cross Access Easement referenced in Section 5 herein.

5. Cross Access Easement. Concurrent with City's acceptance of the dedication of the Right of Way to the City, City shall execute a temporary Cross Access Easement across such Right of Way to allow Developer access from the existing Canal Road right of way to and from the Project. The Cross Access Easement shall provide that the City shall neither allow nor undertake any action that would impede Developer's use of the Driveway Cut or Cross Access Easement between Canal Road and the Project. The Cross Access Easement shall terminate upon the opening of the Right of Way for use by the public.

6. Revised Site Plan. City acknowledges and agrees that the revised site plan/construction plan for the Project has undergone DRC review and upon execution of this Agreement, will be eligible for issuance of a building permit.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction in Manatee County, Florida.

8. Partial Invalidity. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

9. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document executed with the same formality and of equal dignity herewith.

10. No Assignment. The Developer shall not assign this Agreement, or any portion thereof, without the prior written consent of the City Commission, which consent may be withheld in the sole discretion of the City.

11. No Development Rights Conferred. The parties understand, acknowledge and agree that nothing contained in this Agreement shall:

(i) Create any development rights in favor of the Developer not already approved by the City;

(ii) Create, alter, terminate or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise;

(iii) Authorize, permit or otherwise allow any building, construction and/or development of or on the Developer's property.

12. Additional Regulations. This Agreement does not supersede or replace applicable requirements, conditions, terms or restrictions. Developer agrees to comply with and be bound by such requirements, conditions, terms and restrictions.

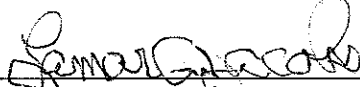
13. Attorneys' Fees. Should either party file an action to enforce any of the provisions hereof or to recover damages for the breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs, charges and expenses, including but not limited to attorneys' fees and expenditures incurred in connection therewith from the initial pleading through trial, appeal and collection.

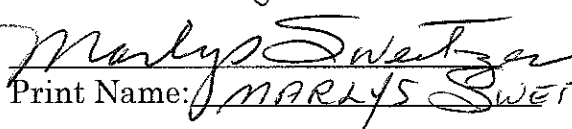
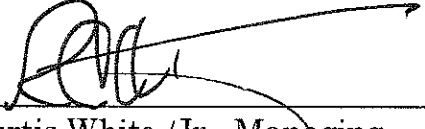
14. Effective Date. This Agreement shall become effective on the date of execution of this Agreement by both parties, or if applicable, when all time periods for appeal have expired.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

ROYAL PALM CAR WASH II, LLC, a
Florida limited liability company

WITNESSES:

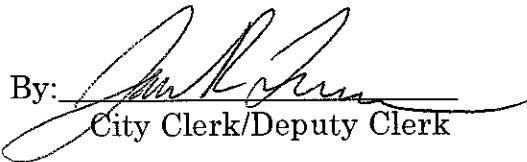

Print Name: LAMAR S. JACOBS


Print Name: MARLYS SWETZER By: 
R. Curtis White, Jr., Managing
Member
Date: March 27, 2007

City of Palmetto, Florida, a political subdivision of the State of Florida, acting by and through the City Commission of the City of Palmetto, Florida, with a quorum present and voting, hereby approves this Agreement on the 19th day of March, 2007.

ATTEST: James R. Freeman

CITY OF PALMETTO, FLORIDA, BY AND THROUGH THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA

By: 
City Clerk/Deputy Clerk

By: 
Lawrence E. Bustle, Jr., Mayor

C:\Users\Owner\Documents\COPI\Agreements\Revised Royal Palms Car Wash agnit 2.21.07.doc

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT A

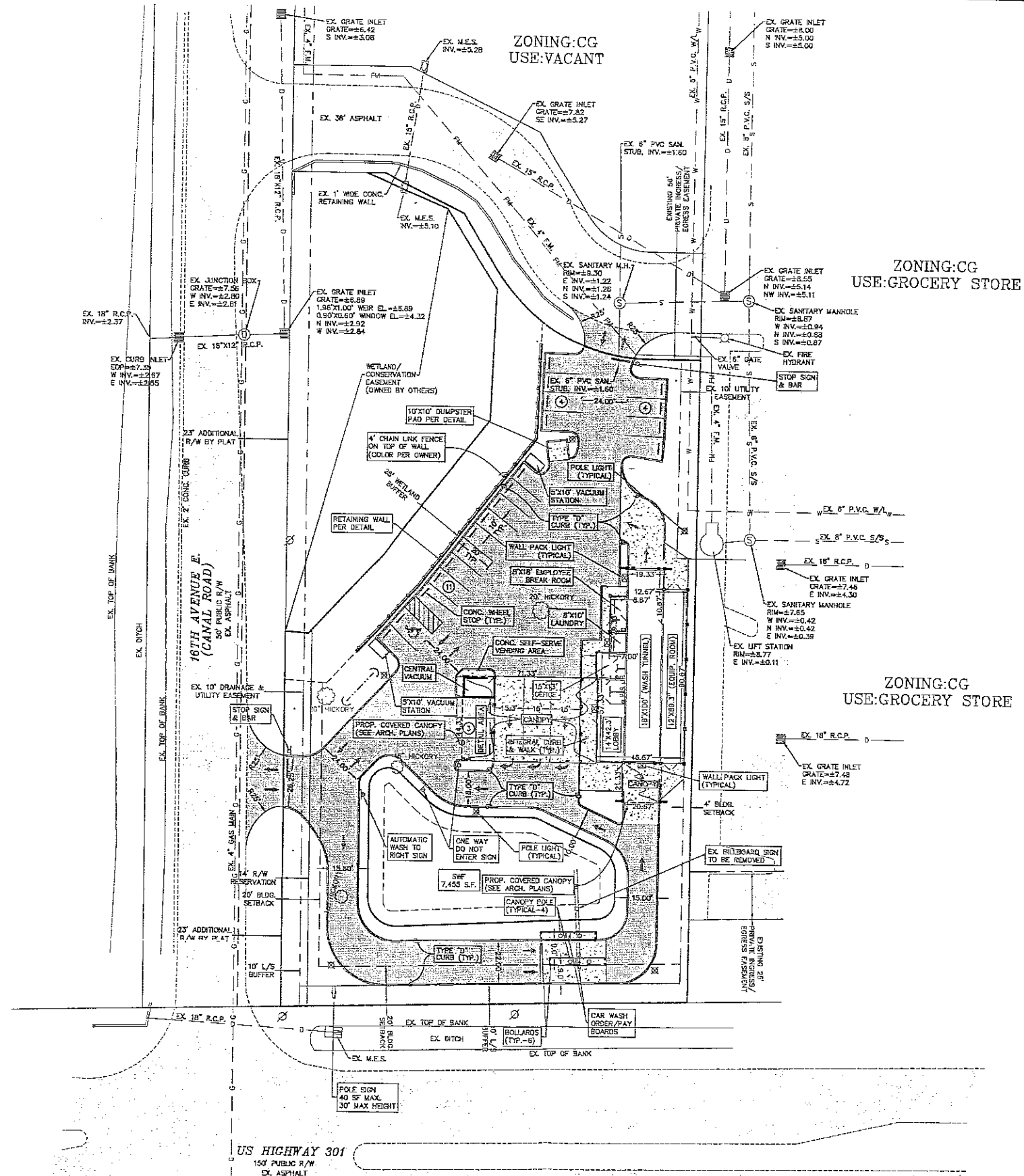
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Less and Except a portion of the Northwest $\frac{1}{4}$ of Section 18, Township 34 South, Range 18 East, Manatee County, Florida, being more particularly described as follows:

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EXHIBIT B

**LEGAL DESCRIPTION
AND
CONSTRUCTION PLAN**



LEGEND

- EXISTING UTILITY POLE
- EXISTING TREE (TYPE & SIZE AS NOTED)
- EXISTING DRAINAGE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER
- EXISTING ASPHALT PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIDEWALK/CONCRETE
- PROPOSED POLE LIGHT
- PROPOSED WALL PACK LIGHT

LIGHT FIXTURE (TYPICAL)

NOTE: PROPOSED LIGHTS TO HAVE DIRECTIONAL SHIELDS. MAX HEIGHT = 20'. ALL LIGHTING TO BE IN COMPLIANCE W/ CITY OF PALMETTO CODES.

NOTES:

- PRIOR TO ORDERING AND INSTALLATION OF THE POLE SIGN, THE OWNER SHALL OBTAIN APPROVAL FROM THE C.O.P. PLANNING/ZONING DEPARTMENT ON THE EXACT SIZE & LOCATION.
- EXISTING R.O.W. CONDITIONS FOR CANAL ROAD BASED ON INFORMATION PROVIDED BY OWNER.
- SEE ARCHITECTURAL DRAWINGS FOR LIMITS OF CANOPY AREAS & ORDER/PAY BOARDS.

M. ANDREW ALLISON
 PE # 53686

ALLISON ENGINEERING

222 14th STREET WEST PALMETTO, FLORIDA 34208 TEL: (813) 728-4400 FAX: (813) 728-4400
 DESIGNED: MAA DATE: 2/20/08
 DRAWN: BIT JOB NO.: 1030
 SCALE: 1" = 30'

REVISIONS

NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	

FINAL SITE PLAN
 FOR
ROYAL PALM CAR WASH
 LOCATED IN
 SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST
 CITY OF PALMETTO, FLORIDA

ALLISON ENGINEERING

HEET 2