

**APPLICATION FOR PETITION TO VACATE, ABANDON, DISCONTINUE  
AND CLOSE, RIGHTS-OF-WAY, PLATS, EASEMENTS**

**This application must be submitted to the Zoning Department with all attachments and other items listed on the Instruction Sheet. Applications may not be reviewed until all required items are furnished. Please note that the vacation requested must be justified and the filing of the application or appearance at the public hearing does not assure approval of said application. The Petitioner or his/her representative is/are required to appear in person at the public hearing.**

1. Name of Petitioner: RaceTrac Petroleum, Inc.

Mailing Address: 200 Galleria Parkway SE

City Atlanta State GA Zip 30339 Phone 770.203.9063

Email Address: jphoover@racetrac.com

2. Name of Representative (if applicable): Bowman Consulting

Mailing Address: 1410 N. Westshore Blvd, Suite 111,

City Tampa State FL Zip 33607 Phone 813-642-4924

Email Address: mstorum@bowman.com

\*Attach notarized letter of authorization from petitioner.

3. Location of area to be vacated: Kentucky St

Key Number of area to be vacated: 00202514

Name of Subdivision: \_\_\_\_\_

Street Address: NEC OF US HWY 41 & HIGHBURY BLVD BROOKSVILLE, FL 34601

4. Are any other applications pending?

Variance \_\_\_\_\_ Conditional Use \_\_\_\_\_ Special Exception \_\_\_\_\_

Rezoning  Class I Subdivision \_\_\_\_\_ Other \_\_\_\_\_

5. Is the proposed vacation platted  or an unrecorded subdivision \_\_\_\_\_?

6. What is the current zoning of the proposed vacation? Commercial

7. Which companies provide the following?  
Water/Sewer: Hernando County Telephone: \_\_\_\_\_

Electric: \_\_\_\_\_ Cable TV: \_\_\_\_\_

8. Is there a Homeowner's Association? \_\_\_\_\_

President's Name \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

9. In your own words, briefly explain why you are applying for the vacation, why you feel that the vacation should be approved, and what use, if any, is planned for the vacated property. (A detailed explanation is to be provided in the separate statement required item #3 on the instructions.)

Proposing 3,500 SF convenience store with gas pump. Vacating Kentucky Street and relocating public access to an easement proposed to the rear of the property to complete our development.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The undersigned understands this Application and all other applicable items listed on the Instruction Sheet must be submitted completely and accurately before a hearing can be scheduled. The undersigned further understands that this process may take up to two (2) months to finalize. The County reserves the right to request additional information it may deem necessary in processing this application.**

Signature(s):  Date: 8/15/2022

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

This application and documents submitted are public record pursuant to Ch119, F.S.

**PETITION TO VACATE, ABANDON, DISCONTINUE,  
AND CLOSE EASEMENT(S), RIGHTS-OF-WAY, AND PLATS**

The **Petitioner(s)** RaceTrac Petroleum Inc.  
who resides at PO Box 2437 and whose  
telephone number is 770-203-9063 makes this application to the  
Board of County Commissioners to vacate the County's interest in that certain easement,  
alley, right-of-way, or plat as described as follows:

**Legal description of the subject area to be vacated (or may insert "See Survey"):**  
See Survey

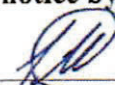
**Petitioner** will show that he/she has complied with the provisions and requirements in  
accordance with the Board of County Commissioners Policy No. 19-07 and Sections  
177.101 and/or 336.10, Florida Statutes.

**Petitioner** would further show that the above described property is not situated within the  
incorporated city limits of any municipality within Hernando County, Florida, and that  
the vacation of said area will not affect the ownership or right of convenient access of  
persons in anyway whatsoever.

**Petitioner** has further indicated that he/she intends to post signs on the subject property  
described above giving notice of intent to petition the Board of County Commissioners to  
vacate the subject area in accordance with Florida Statutes, and the policies and  
procedures of the Board of County Commissioners.

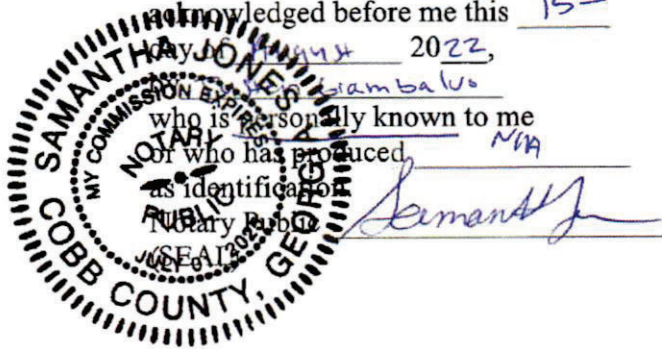
**Wherefore, Petitioner** prays that the Board of County Commissioners of Hernando  
County accept the filing of this petition and set the same for a public hearing which will  
be advertised pursuant to the provisions of the Florida Statutes, at which time the Board  
may adopt a resolution vacating, abandoning, discontinuing and/or closing the subject  
area.

**Notice - This Petition is not deemed filed until receipt of applicable Petition  
fees upon notice by County of acceptance of a complete application.**

Petitioner  Petitioner \_\_\_\_\_

GEORGIA  
STATE OF ~~FLORIDA~~  
COUNTY OF COBB  
The foregoing instrument was  
acknowledged before me this 15<sup>th</sup>

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was  
acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_  
who is personally known to me  
or who has produced \_\_\_\_\_  
as identification.



Notary Public \_\_\_\_\_  
(SEAL)

# Vacation Tax Clearance Form

Florida Statutes: Title XII

§177.101 Vacation and annulment of plats subdividing land.

*§177.101 (4) Persons making application for vacations of plats either whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid.*

As a result of the above statute, you are required to provide this form signed by the Hernando County Tax Collector's Office certifying that the taxes on the property proposed to be vacated have been paid through the current tax year.

DATE: 8/26/2022

I, Teresa Albarella, hereby certify that the property taxes on parcel key number 00202514 have been paid through the current tax year.

Sally L. Daniel, CFC  
Hernando County Tax Collector  
Hernando County Government Center  
20 North Main Street, Room 112  
Brooksville, FL 34601  
(352) 754-4180

By: Teresa Albarella  
Print Name: Teresa Albarella  
Title: Customer Service Rep.

SEAL



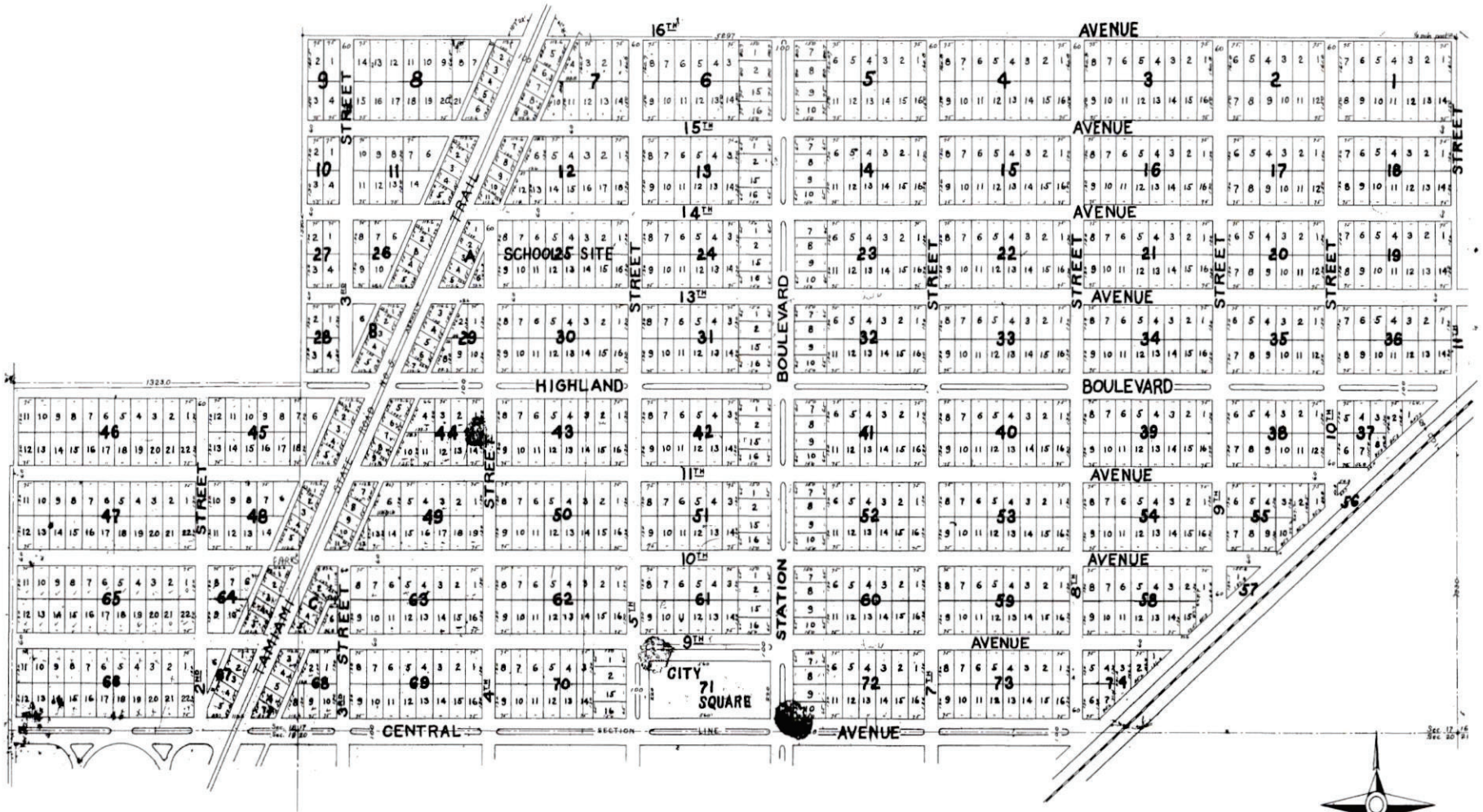
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**DESCRIPTION:** Kentucky Street Right-of-Way (Prepared by Surveyor)

Being a strip of land located in Section 17, Township 23 South, Range 19 East, Hernando County, Florida and being a portion of public Right-of-Way for Kentucky Street (formerly known as 4<sup>th</sup> Street), a 60.00 feet wide public Right-of-Way pursuant to the Plat of Garden Grove recorded in Plat Book 3, Page 38, all references herein are of the Public Records of Hernando County, Florida, said strip of land being more particularly described as follows:

Commence at the northwest corner of Block 30 Garden Grove, according to the Plat thereof recorded in Plat Book 3, Page 38; Thence, with the west line of said Block 30 and the southerly extension thereof, South 0°10'35" West a Distance of 279.66 feet to the intersection of said west line extended with the north line of Highbury Boulevard (formerly known as Highland Boulevard), a 60.00 feet wide public Right-of-Way pursuant to Resolution Number 82-45, recorded in Official Record Book 502, Page 343; Thence, with the north line of said Right-of-Way projected westwardly, North 89°51'44" West a Distance of 60.00 feet; Thence, with the East line of Block 29 of said Garden Grove and the southerly extension thereof, North 0°10'35" East a Distance of 279.67 feet to the northeast corner of said Block 29; Thence, with the eastward projection of the south line of Stromberg Avenue, a 60.00 feet wide public Right-of-Way as shown and delineated on said Plat of Garden Grove, South 89°50'45" East a Distance of 60.00 feet to the Point of Beginning.

Said strip of land containing 0.385 Acres (16,780 Square Feet) of land, more or less.



Note: For Southern portion of this Plat, see the next following page in this Plat Book  
 H. C. MICKLER, Clerk

(GARDEN GROVE)  
 (SHEET 1)



Scale 1 in. = 200 ft.

LETTER OF AUTHORIZATION

Date: 3/30/2023

RE: RaceTrac-Hernando County (US 41 & Stromberg)

TO WHOM IT MAY CONCERN:

Please be advised by this correspondence that Bowman Consulting are authorized to act as Applicant/Agent on behalf of RACETRAC, INC for the purpose of making application submittals for permits and negotiating conditions for the ROW Vacation application associated with the above listed project name.

Justen Giambalvo

Print Name



Signature

RACETRAC PETROLEUM INC

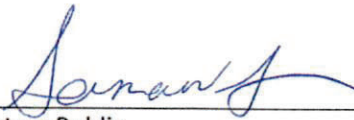
200 Galleria Pkwy SE, Suite 900

Atlanta, GA 30339

STATE OF Georgia

COUNTY OF Cobb

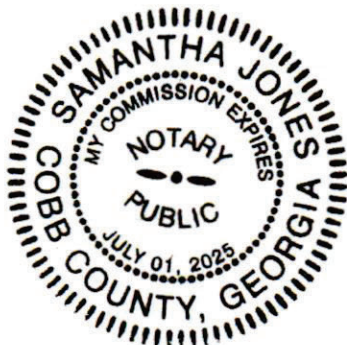
Sworn to and subscribed before me, the undersigned Notary Public, this 3<sup>rd</sup> day of April, ~~2021~~ 2023.



Notary Public

Samantha Jones

Printed Name



[NOTARIAL SEAL]  
**EXHIBIT A**

**Legal Description of Contract Property**

**Seller:** Bobby Frazier

**Purchaser:** Del Lago Ventures, Inc.

**Contract Property location:** NEC of Highbury Blvd and  
Kentucky Street, Brooksville, FL 34601

The Property, as outlined below in red and made a part hereof,  
being located in Hernando County Parcel ID No  
R17-223-19-1780-0300-0090 and is more particularly described as  
follows:

**BEGINNING** at a point located at the intersection of the northern right-of-way boundary line of Highbury Boulevard and the eastern right-of-way boundary line of Kentucky Street, said point being the **POINT OF BEGINNING (P.O.B.)**; thence proceed in a northerly direction along the eastern right-of-way boundary line of Kentucky Street a distance of  $\pm 150$  feet to a point; thence turn right and proceed in an easterly direction a distance of  $\pm 75$  feet to a point; thence turn right and proceed in a southerly direction a distance of  $\pm 150$  feet to a point; thence turn right and proceed in a westerly direction along the northern right-of-way boundary line of Highbury Boulevard a distance of  $\pm 75$  feet to a point; said point being the **P.O.B.**, all as being subject to a current and accurate survey:

BF 13



Given under my hand and seal this 19<sup>th</sup> day of December, 2021.

*Marietta E. McTear*  
Notary Public

My Commission Expires: 10/14/2025

[NOTARIAL SEAL]



Signed, sealed and delivered as to Purchaser, in the presence of:

SELLER:

*[Signature]*

*Bobby Frazier*  
Bobby Frazier

Witness  
Printed Name: Andrei Soldatov

Executed this 19 day of 11/19/2021 2021.

*Kimberly Talbot*

Witness  
Printed Name: Kimberly Talbot

STATE OF Florida

COUNTY OF Hernando

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bobby Frazier, whose name is signed to the foregoing instrument, and who is personally known to me, acknowledged before me on this date by means of physical presence, that being informed of the contents of the foregoing instrument (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19 day of November, 2021.



Notary Public  
My Commission Expires: 03/18/22

*[Signature]*  
*TS*

applicable, shall automatically extend by one day for each day of such delay, and with respect to item (iii) above, the performance of such obligations shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

12. **ACCEPTANCE.** This Contract shall be considered as an offer by the Purchaser to the Seller and is left open for acceptance by Seller until 5:00 p.m. EST on December 8, 2021. Acceptance shall be effective when Purchaser receives one (1) original fully executed contract in the office of the Purchaser (the "Contract Date").

(signatures on following page)

Signed, sealed and delivered as to Purchaser, in the presence of:



Witness

Printed Name:

Irene Masner



Witness

Printed Name:

U. Star

PURCHASER:

DEL LAGO VENTURES, INC., a Georgia corporation

By:



Name: Trey Spivey

Title: Executive Director of Real Estate

[CORPORATE SEAL]

Executed this 1<sup>st</sup> day of December, 2021.

STATE OF GEORGIA

COUNTY OF COBB

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Trey Spivey, as Executive Director of DEL LAGO VENTURES, INC., a Georgia corporation, whose name is signed to the foregoing instrument, and who is personally known to me, acknowledged before me on this date by means of physical presence, that being informed of the contents of the foregoing instrument (s)he executed the same voluntarily on the day the same bears date.



**REAL ESTATE PURCHASE CONTRACT**

THIS REAL ESTATE PURCHASE CONTRACT (this "Contract") is by and between **DEL LAGO VENTURES, INC.**, a Georgia corporation ("Purchaser") and **BOBBY FRAZIER**, an individual resident of Florida ("Seller"). In consideration for the mutual covenants herein contained, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **CONTRACT PROPERTY.** Purchaser agrees to buy and Seller agrees to sell, for the consideration and upon the terms set forth herein, the real property located in the State of Florida, County of Hernando, and further described in Exhibit A attached hereto, together with all improvements and fixtures now located thereon and all appurtenances, rights, privileges, and easements benefiting or pertaining thereto (collectively, the "Contract Property").

2. **PURCHASE PRICE.** The purchase price for the Contract Property shall be [REDACTED] (the "Purchase Price"), payable by cash or certified funds at Closing (defined below).

3. **EARNEST MONEY.** Purchaser shall deliver to the Title Company (defined below) [REDACTED] as Earnest Money (the "Earnest Money") within ten (10) business days after the Contract Date (defined below). At the time the sale is consummated, the Earnest Money shall either be: (i) applied as part payment of the Purchase Price, or (ii) refunded to Purchaser, in which case Purchaser shall pay the entire Purchase Price (less any adjustments as provided herein) at Closing. Purchaser shall have the exclusive right to choose option (i) or (ii), in Purchaser's sole discretion. Any interest earned on the investment of the Earnest Money by the Title Company shall be paid to Purchaser. If the sale is not consummated due to Purchaser's default, Seller shall receive the Earnest Money as full liquidated damages and Purchaser shall be relieved from all further liability and obligations hereunder. If the sale is not consummated for any other reason, then the Earnest Money shall be immediately returned to Purchaser upon written request by Purchaser to the Title Company and without further direction of Seller, less one dollar (\$1.00), which shall be paid to Seller as present, good and valuable

*BF* 15

**Exhibit "A"**  
**Legal Description**

LOT 9, BLOCK 30, AND THE NORTH 20 FEET OF THE CLOSED PORTION OF HIGHLAND BOULEVARD ADJACENT TO LOT 9, BLOCK 30, (CLOSED IN O.R. BOOK 502, PAGE 343) GARDEN GROVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 38 AND 39, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed, sealed and delivered as of the day and year first above written.

GRANTOR:

Witness: Ronda E. Alley  
Print Name: RONDA E. ALLEY

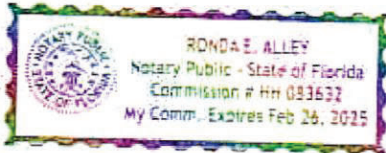
By: Dorothea L. Frazier  
**DOROTHEA L. FRAZIER**

Witness: Samantha Lenhart  
Print Name: Samantha Lenhart

STATE OF FLORIDA  
COUNTY OF VOLUSTIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 04 day of MARCH, 2023 by **DOROTHEA L. FRAZIER**, , who is personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

(SEAL)



Ronda E. Alley  
Notary Public

Printed Name

My commission expires: \_\_\_\_\_

[END OF SIGNATURES]

IN WITNESS WHEREOF, Grantor has caused this deed to be signed, sealed and delivered as of the day and year first above written.

GRANTOR:

Witness: Ronda E. Alley

Print Name: Ronda E. Alley

By: Bobby D. Frazier  
**BOBBY D. FRAZIER**

Witness: Samantha Lehnert

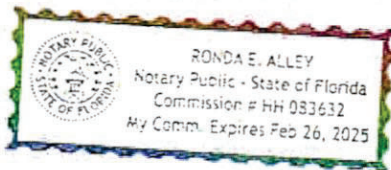
Print Name: Samantha Lehnert

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10th day of March, 2023 by **BOBBY D. FRAZIER**, who is personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

(SEAL)



Ronda E. Alley  
Notary Public

Printed Name

My commission expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**This instrument prepared:**

Philip F. West, Esq.  
RaceTrac, Inc.  
200 Galleria Parkway, Suite 900  
Atlanta, Georgia 30339

**Return to:**

Ronda E. Alley  
Southern Title Holding Company LLC  
555 W. Granada Blvd, Suite H-12  
Ormond Beach, Florida 32174  
File Number: CM211497

**Tax ID Number:**

R17-223-19-1780-0300-0090

*This space reserved for Recorder's use only.*

**GENERAL WARRANTY DEED**

THIS INDENTURE, made as of the 6<sup>th</sup> day of March, 2022 (the "Effective Date"), by and between **BOBBY D. FRAZIER AND DOROTHEA L. FRAZIER**, whose address is 1257 Sabra Drive, Brooksville, Florida 34601 (hereinafter referred to collectively as "Grantor") and **RACETRAC, INC.**, a Georgia corporation, whose address is 200 Galleria Parkway, Suite 900, Atlanta, Georgia 30339 (hereinafter referred to as "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal ~~representatives~~ and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies and corporations).

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain real property situate, lying and being in Hernando County, Florida, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, subject only to those matters listed on **Exhibit "B"** attached hereto and incorporated by this reference (the "Permitted Exceptions").

**Exhibit "B"**  
**PERMITTED ENCUMBRANCES**

1. Taxes for the year 2023 and subsequent years, not yet due and payable.