

December 19, 2013

Lee County Community Development  
1500 Monroe Street  
Fort Myers, FL 33901

**DELISI FITZGERALD, INC.**  
*Planning – Engineering – Project Management*

**Re: Red Roof Inn**  
**STRAP#: 11-44-24-00-00017-4A&B**  
**Application for Administrative Commercial Lot Split**

To Whom It May Concern:

We are submitting this application for the subject property as required to complete a commercial lot split. Currently the existing use for the property is a motel and although a lot split is proposed the applicant will still operate the facility as a motel after the lot split. The lot split will create two (2) parcels, Parcel A and Parcel B. The operations for the motel and two (2) motel buildings will be located on Parcel A and one (1) motel building will be located on Parcel B. Attached for approval, please find the following items as they relate to the above referenced project:

1. A check in the amount of \$850.00 made payable to Lee County BOCC for the review fee;
2. One (1) copy of the Application for Commercial Lot Split;
3. One (1) signed Affidavit of Authorization;
4. One (1) signed Letter of Authorization;
5. One (1) copy of the Additional Agents form;
6. One (1) signed Disclosure of Interest Form;
7. One (1) copy of the Title;
8. One (1) signed and sealed Legal Description and Sketch;
9. One (1) 24 x 36 signed and sealed Boundary Survey;
10. One (1) copy of the Schedule of Deviations;
11. One (1) copy of the Site Plan prepared by DeLisi Fitzgerald, Inc.;

If you should require any additional information, please contact our office.

Sincerely,  
**DeLisi Fitzgerald, Inc.**

  
Kristina Johnson, P.E.  
Project Manager

ADF/kj

Project No.: 21287

cc: Phil Fischler with attachments

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COMMUNITY DEVELOPMENT  
ADD 2013-00180



# APPLICATION FOR ADMINISTRATIVE COMMERCIAL LOT SPLIT IN UNINCORPORATED AREAS ONLY [LDC Section 34-2221]

**Project Name:** Red Roof Inn Lot Split

**Request:** Split the existing parcel into two (2) separate parcels

1. **Name of Applicant:** Tarun Patel

Address: 13000 N. Cleveland Ave

City, State, Zip: North Fort Myers FL 33903

Phone Number: (239) 357-1006

E-mail: Tvp7051@aol.com

2. **Relationship of Applicant to owner (check one) and provide Affidavit of Authorization form:**

☐ Applicant is the sole owner of the property. [34-201; 34-204]

☒ Applicant has been authorized by the owner(s) to represent them for this action. [34-202; 34-204]

3. **Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-202; 34-204]**

a. **Company Name:** DeLisi Fitzgerald, Inc.

Contact Person: Drew Fitzgerald

Address: 1605 Hendry Street

City, State, Zip: Fort Myers FL 33901

Phone Number: (239) 418-0691

E-mail: Drew@delisifitzgerald.com

b. **Additional Agent(s):** Provide the names of other agents that the County may contact concerning this application. [34-202; 34-204]

4. **Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-201; 34-204]**

Name: Shivam Sundaram Hotels, LLC

Address: 13000 N. Cleveland Ave

City, State, Zip: North Fort Myers, FL 33903

Phone Number: (239) 357-1006

E-mail: \_\_\_\_\_

5. **Disclosure of Interest [34-201; 34-204]:**

☒ Attach Disclosure of Interest Form. [34-201; 34-204]

6. **STRAP Number(s) [34-204]:**

11-44-24-00-00017-4A&B

7. **Street Address of Property:** 13000 N. Cleveland Avenue, North Fort Myers FL 33903

LEE COUNTY COMMUNITY DEVELOPMENT  
PO BOX 398 (1500 MONROE STREET), FORT MYERS, FL 33902  
PHONE (239) 533-8585

**RECEIVED**  
DEC 19 2013

ALL  
COMMUNITY DEVELOPMENT

**8. Legal Description:**

☒ Legal description and sealed sketch of the legal description. **[34-204]**

**OR**

☐ The property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records (or Plat Books) of Lee County. **[34-204]**

Plat Book: \_\_\_\_\_ Page (or instrument): \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

**9. Boundary Survey:**

☒ A Boundary survey, tied to the state plane coordinate system. **[34-202; 34-204]**

**OR**

☐ A copy of the subdivision plat if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records (or Plat Books) of Lee County. **[34-202; 34-204]**

**10. Use(s) of Property [34-204]:**

a. Current uses of property are:

Hotel/Motel

b. Intended uses of property are:

One (1) parcel will remain as a hotel/motel, the other parcel use will follow the allowable uses for C-2 and C-1A zoning.

**11. Lee Plan (Future Land Use) Designation [34-204]:**

Intensive Development

**12. Current Zoning of Property [34-204]:**

C-2 and C-1A

**13. Type of Subdivision:** Please check the appropriate type of the proposed subdivision. **[34-2221]**

☒ A subdivision of an existing commercial or industrial development; OR

☐ A commercial or industrial development which has received a Development Order; OR

☐ A Final Development Order for a commercial or industrial development which is still effective; OR

☐ A new final Development Order application for a commercial or industrial development.

**14. Deviations Requested:** Provide a detailed listing of the section number(s) and the specific regulation(s) from the Land Development Code from which relief is sought. This information must also be shown on the site plan. **[34-2221]****15. Site Plan:** Submit a site plan (24"x36" size), to scale, illustrating all existing and proposed lot lines, buildings and uses, streets and accessways, off-street parking, water management facilities, required landscaping and open space. The location of all deviation(s) must be clearly marked on the site plan. **[34-2221]****16. Development Compliance Calculations:** Provide overall development compliance calculations and plans which demonstrate that the overall development complies with LCLDC Chapters 10, 30 and 34 development standards, including access and open space (see below). **[34-2221]**

a. If any individual lots will not have direct access to a public street, demonstrate how access to such lots will be accomplished via common areas.

b. If any individual lots will not comply with minimum open space requirements, demonstrate how the required open space requirement for the overall development will be satisfied via common areas.

**17. Maintenance Documents:** Documents, satisfactory to the County, must be provided assuring that all common elements of the overall development are subject to unified control and will be perpetually maintained through a property owners association. **[34-2221]**

## AFFIDAVIT OF AUTHORIZATION

## APPLICATION IS SIGNED BY INDIVIDUAL OWNER, APPLICANT, CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Tarun Patel (name), as Manager (owner/title) of Shivan Sundaram Hotels, LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

## \*Notes:

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.
- If the applicant is a trustee, then they must include their title of "trustee."
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

[Signature]  
Signature

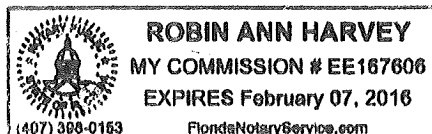
12/4/13  
Date

\*\*\*\*\*NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS\*\*\*\*\*  
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 12/4/2013 (date) by Tarun Patel (name of person providing oath or affirmation), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

STAMP/SEAL



[Signature]  
Signature of Notary Public

## Letter of Authorization

I, Tarun Patel, Manager of Shivan Sundaram Hotels, LLC, being first duly sworn, depose and say that Shivan Sundaram Hotels, LLC, is the Owner of the property described as:

Address: 13000 N. Cleveland Ave, North Fort Myers, FL 33903

STRAP: 11-44-24-00-00017-4A&B

The property described herein is the subject of an application for zoning or development. We hereby designate DeLisi Fitzgerald, Inc. as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site.

### Name of Owner:

Shivan Sundaram Hotels, LLC

By [Signature]  
Signature

Tarun Patel,  
Printed or Typed Name and Title

Sworn to and subscribed before me this 4 day of December, 2013, by

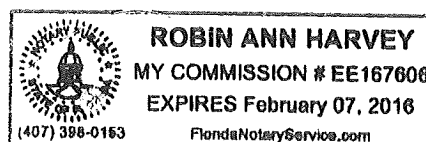
Tarun Patel, who is personally known to me

or who has produced \_\_\_\_\_ as identification. He/she has acknowledged to me and before me that he/she executed this instrument for the purposes therein expressed.

[Signature]  
Notary Public

Robin Ann Harvey  
Print Name

My commission expires:



Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

  
\_\_\_\_\_  
Property Owner

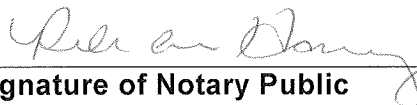
Tarun Patel  
Print Name

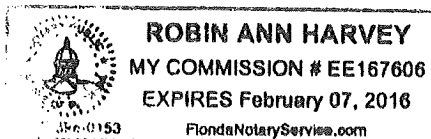
\*\*\*\*\*NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS\*\*\*\*\*  
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 12/4/2013 (date) by Tarun Patel (name of person providing oath or affirmation), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

STAMP/SEAL

  
\_\_\_\_\_  
Signature of Notary Public



## ADDITIONAL AGENTS

|                   |                           |        |                    |
|-------------------|---------------------------|--------|--------------------|
| Company Name:     | Fischler Property Company |        |                    |
| Contact Person:   | Phil Fischler             |        |                    |
| Address:          | 1605 Hendry Street        |        |                    |
| City, State, Zip: | Fort Myers FL 33901       |        |                    |
| Phone Number:     | 239-895-1060              | Email: | pjf@fischlerco.com |

|                   |                         |        |                           |
|-------------------|-------------------------|--------|---------------------------|
| Company Name:     | DeLisi Fitzgerald, Inc. |        |                           |
| Contact Person:   | Drew Fitzgerald         |        |                           |
| Address:          | 1605 Hendry Street      |        |                           |
| City, State, Zip: | Fort Myers FL 33901     |        |                           |
| Phone Number:     | 239-418-0691            | Email: | Drew@DeLisiFitzgerald.com |

|                   |  |        |  |
|-------------------|--|--------|--|
| Company Name:     |  |        |  |
| Contact Person:   |  |        |  |
| Address:          |  |        |  |
| City, State, Zip: |  |        |  |
| Phone Number:     |  | Email: |  |

|                   |  |        |  |
|-------------------|--|--------|--|
| Company Name:     |  |        |  |
| Contact Person:   |  |        |  |
| Address:          |  |        |  |
| City, State, Zip: |  |        |  |
| Phone Number:     |  | Email: |  |

|                   |  |        |  |
|-------------------|--|--------|--|
| Company Name:     |  |        |  |
| Contact Person:   |  |        |  |
| Address:          |  |        |  |
| City, State, Zip: |  |        |  |
| Phone Number:     |  | Email: |  |

|                   |  |        |  |
|-------------------|--|--------|--|
| Company Name:     |  |        |  |
| Contact Person:   |  |        |  |
| Address:          |  |        |  |
| City, State, Zip: |  |        |  |
| Phone Number:     |  | Email: |  |

## DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Tarun Patel, who, being first duly sworn and deposited says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 13000 N. Cleveland Avenue, North Fort Myers FL 33903 and is the subject of an Application for zoning action (hereinafter the "Property").

2. That I am familiar with the legal ownership of the Property and have full knowledge of the names of all individuals that have an ownership interest in the Property or a legal entity owning an interest in the Property.

[OPTIONAL PROVISION IF APPLICANT IS CONTRACT PURCHASER: In addition, I am familiar with the individuals that have an ownership interest in the legal entity that is under contract to purchase the Property.]

3. That, unless otherwise specified in paragraph 6 below, no Lee County Employee, County Commissioner, or Hearing Examiner has an Ownership Interest in the Property or any legal entity (Corporation, Company, Partnership, Limited Partnership, Trust, etc.) that has an Ownership Interest in the Property or that has contracted to purchase the Property.

4. That the disclosure identified herein does not include any beneficial Ownership Interest that a Lee County Employee, County Commissioner, or Hearing Examiner may have in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for sale to the general public.

5. That, if the Ownership Interest in the Property changes and results in this affidavit no longer being accurate, the undersigned will file a supplemental Affidavit that identifies the name of any Lee County Employee, County Commissioner, or Hearing Examiner that subsequently acquires an interest in the Property.

6. Disclosure of Interest held by a Lee County Employee, County Commissioner, or Hearing Examiner.

| Name and Address | Percentage of<br>Ownership |
|------------------|----------------------------|
| N/A              |                            |
|                  |                            |
|                  |                            |
|                  |                            |
|                  |                            |
|                  |                            |

# Old Republic National Title Insurance Company

## OWNER'S TITLE INSURANCE POLICY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*In Witness Whereof*, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

President

Attest

Secretary

SERIAL

OPM -

4095909

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

#### **5. Proof of Loss or Damage**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

#### **6. Options To Pay or Otherwise Settle Claims; Termination of Liability**

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance.** To pay or tender payment of the amount of insurance under this policy

together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

#### **(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b) (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

#### **7. Determination, Extent of Liability and Coinsurance**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

*(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

#### **8. Apportionment**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### **9. Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### **10. Reduction of Insurance; Reduction or Termination of Liability**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument
- (f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or

interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

### 3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

pro tanto.

### 11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

### 12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

### 13. Subrogation Upon Payment or Settlement

#### (a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

#### (b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

### 14. Arbitration

*Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.*

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of the Company.

### 16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

### 17. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

**Old Republic National  
Title Insurance Company**

OWNER'S  
TITLE INSURANCE  
POLICY



For information about coverage or  
assistance in resolving complaints,  
call (612) 371-1111.

Offices at  
400 Second Avenue South  
Minneapolis, Minnesota 55401

# Old Republic National Title Insurance Company

## OWNER'S POLICY

### Schedule A

Policy No.:  
OPM-4095909

Effective Date:  
April 6, 2011 @ 02:58 PM

Agent's File Reference:  
2010.514

Amount of Insurance: \$1,000,000.00

1. Name of Insured: Shivam Sundaram Hotels, LLC, a Florida limited liability company
2. The estate or interest in the land described herein and which is covered by this policy is a Fee Simple and is at the effective date hereof vested in the named insured as shown by instrument recorded as Official Records Instrument Number 2011000082949 of the Public Records of Lee County, Florida.
3. The land referred to in this policy is described as follows:

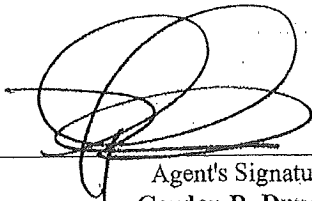
Parcel One All that certain piece or parcel of land lying in government Lot 2 & 3 in Section 11, Township 44 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows: From the Northwest corner of said fraction of a section; thence South 00° 30' 30" West along the west line of said section for 45.65 feet to a point of the South right of way line (40 feet from the centerline) of Pondella Road [State Road #S-78-A]; thence North 89° 24' 10" East along said South right of way line for 575.14 feet to a point on the Northeasterly right of way line (100 feet from the centerline) of the Tamiami Trail [State Road #45, Section 12010-2121]; thence South 39° 28' 01" East along said Northeasterly right of way line of said Tamiami Trail for 1,673.22 feet to the point of curvature of a curve to the right having a radius of 5,829.58 feet; thence southerly continuing along said Northeasterly right of way along the arc of said curve through a delta angle of 09° 32' 50" for 971.39 feet to the point of tangency; thence South 29° 55' 11" East for 544.28 feet to the Point of Beginning; thence continue along said right of way South 29° 55' 11" East for 140.0 feet; thence North 60° 04' 49" East for 200.0 feet; thence South 29° 55' 11" East for 135.0 feet; thence South 60° 04' 49" West for 101.0 feet; thence South 29° 55' 11" East for 40.0 feet; thence South 60° 04' 49" West for 99.0 feet; thence South 29° 55' 11" East along said right of way for 237.07 feet to a change in right of way width from 100 feet from centerline to 300 feet from centerline; thence North 60° 04' 49" East along said change in right of way width for 190 feet to the approximate average mean high waterline at elevation +1.00 mean sea level; thence along said approximate mean high water line North 00° 19' 47" 222.12 feet; thence North 18° 36' 35" East for 256.53 feet; thence North 15° 21' 09" East for 113.04 feet to the end of said mean high water line at the Southwesterly right of

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Agent No.: 3402

Issuing Agent:

Duncan & Associates, P.A.  
1601 Jackson Street  
Suite 101  
Fort Myers, FL 33901



Agent's Signature  
Gordon R. Duncan  
Attorney at Law

# Old Republic National Title Insurance Company

## *OWNER'S POLICY* **Schedule A (Continued)**

Policy No.:  
OPM-4095909

Agent's File Reference:  
2010.514

way of an 80 foot wide Florid Department of Transportation drainage easement; thence North 45° 46' West for 113.81 feet; thence South 60° 04' 49" West for 191.13 feet; thence South 29° 55' 11" East for 90.0 feet; thence South 60° 04' 49" West for 300.0 feet; thence North 29° 55' 11" West for 90.0 feet; thence South 60° 04' 49" West for 50 feet to the Point of Beginning. Parcel Two Non-exclusive easement for ingress and egress and utilities pursuant to Agreement recorded in O.R. Book 1753, Page 678 and Amendment to Agreement recorded in O.R. Book 1806, Page 308.

# Old Republic National Title Insurance Company

## OWNER'S POLICY

### Schedule B

Policy No.:  
OPM-4095909

Agent's File Reference:  
2010.514

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

**NOTE: Exception(s) numbered 1, 2, 4, 5 and 6 above are hereby deleted.**

7. The lien of all taxes for the year 2011 and thereafter, which are not yet due and payable.
8. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
9. Declaration of License Agreement recorded in O.R. Book 3307, Page 3851, Public Records of Lee County, Florida.
10. Subject to Agreement creating easements and other rights and restrictions between Caloosahatchee Hotel Associates and Suncoast Restaurant Associates, Inc. recorded In O.R. Book 1153, Page 678, and amended In O.R. Book 1806, Page 308, Public Records of Lee County, Florida.
11. Subject to exclusive and perpetual Gravity Sewer Main Easement Grant to Florida Cities Water Company recorded in O.R. Book 1759, Page 1558, Public Records of Lee County, Florida.
12. Subject to Resolution of Board of County Commissioners of Lee County, Florida, number SLS-84-15, recorded In OR. Book 1789, Page 3473, Pubic Records of Lee County, Florida.
13. Subject to right-of-way easement to Lee County Electric Cooperative Inc., recorded in O.R. Book 1799, Page 3899, Public Records of Lee County, Florida.
14. Subject to dedication of road right-of-way recorded in O.R. Book 1808, Page 304, Public Records of Lee County, Florida.
15. Subject to an easement for ingress and egress for the parcel described in O.R. Book 1364, Page 1875 Public Records of Lee County, Florida.
16. Subject to thirty (30') foot roadway easement contiguous to U.S. 41, recorded in O.R. Book 1092, Page 735, Public Records of Lee County, Florida.
17. Subject to exclusive and perpetual water pipeline easement grant to Florida Cities Water Company recorded in O. R. Book 1759, Page 1571, Public Records of Lee County, Florida.
18. Easement contained in instrument recorded October 8, 2008, under Instrument Number 2008000266464, Public Records of Lee County, Florida.

# SKETCH AND DESCRIPTION

## OF A PARCEL OF LAND LYING IN

### SECTION 11, TOWNSHIP 44 SOUTH, RANGE 24 EAST,

### LEE COUNTY, FLORIDA

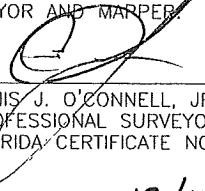
ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING IN GOVERNMENT LOT 2 & 3 IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID FRACTION OF A SECTION; THENCE SOUTH 00°30'30" WEST ALONG THE WEST LINE OF SAID SECTION FOR 45.65 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE (40 FEET FROM THE CENTERLINE) OF PONDELLA ROAD (STATE ROAD #S-78-A); THENCE NORTH 89°24'10" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 575.14 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE (100 FEET FROM CENTERLINE) OF THE TAMiami TRAIL (STATE ROAD #45, SECTION 12010-2121); THENCE SOUTH 39°28'01" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID TAMiami TRAIL FOR 1,673.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5,829.58 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 09°32'50" FOR 971.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29°55'11" EAST FOR 544.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 29°55'11" EAST FOR 140.0 FEET; THENCE NORTH 60°04'49" EAST FOR 200.0 FEET; THENCE SOUTH 29°55'11" EAST FOR 135.0 FEET; THENCE SOUTH 60°04'49" WEST FOR 101.0 FEET; THENCE SOUTH 29°55'11" EAST FOR 40.0 FEET; THENCE SOUTH 60°04'49" WEST FOR 99.0 FEET; THENCE SOUTH 29°55'11" EAST ALONG SAID RIGHT OF WAY FOR 237.07 FEET TO A CHANGE IN RIGHT OF WAY WIDTH FROM 100 FEET FROM CENTERLINE TO 300 FEET FROM CENTERLINE; THENCE NORTH 60°04'49" EAST ALONG SAID CHANGE IN RIGHT OF WAY WIDTH FOR 190 FEET TO THE APPROXIMATE AVERAGE MEAN HIGH WATERLINE AT ELEVATION +1.00 MEAN SEA LEVEL; THENCE ALONG SAID APPROXIMATE MEAN HIGH WATER LINE NORTH 00°19'47" WEST FOR 222.12 FEET; THENCE NORTH 18°36'35" EAST FOR 256.53 FEET; THENCE NORTH 15°21'09" EAST FOR 113.04 FEET TO THE END OF SAID MEAN HIGH WATER LINE AT THE SOUTHWESTERLY RIGHT OF WAY OF AN 80 FOOT WIDE DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT; THENCE NORTH 45°46' WEST FOR 113.81 FEET; THENCE SOUTH 60°04'49" WEST FOR 191.13 FEET; THENCE SOUTH 29°55'11" EAST FOR 90.0 FEET; THENCE SOUTH 60°04'49" WEST FOR 300.0 FEET; THENCE NORTH 29°55'11" WEST FOR 90.0 FEET; THENCE SOUTH 60°04'49" WEST FOR 50 FEET TO THE POINT OF BEGINNING.

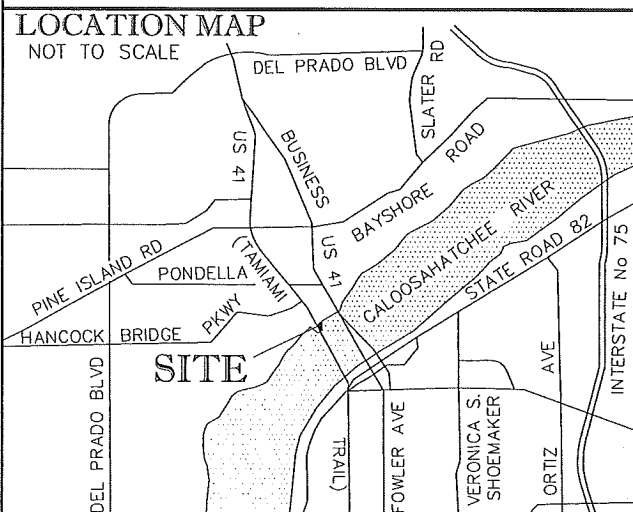
#### NOTES:

1. BEARINGS BASED ON THE SOUTH RIGHT OF WAY OF PONDELLA ROAD (S.R. S-78-A) AS BEING N.89°24'10"E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:   
DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 12/18/13



**\* THIS IS NOT A SURVEY \***

**\* SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION \***

TITLE:

**LEGAL DESCRIPTION**



**METRON**  
SURVEYING & MAPPING

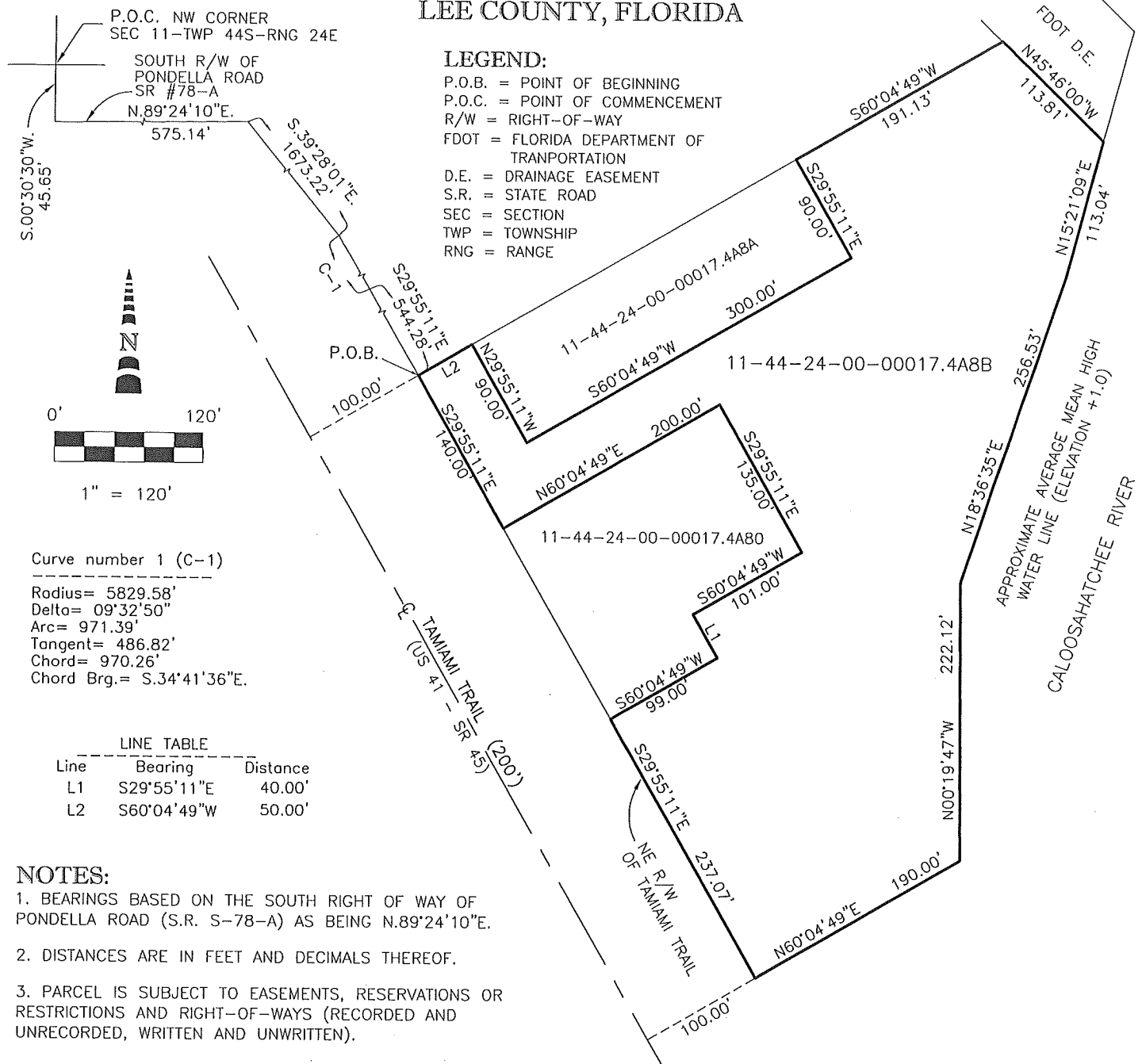
LAND SURVEYORS-PLANNERS  
LB# 7071

10970 SOUTH CLEVELAND  
AVENUE, UNIT #605  
FORT MYERS, FLORIDA 33907  
PHONE: (239) 275-8575  
FAX: (239) 275-8457

www.metronfl.com

|                             |                         |                       |                    |
|-----------------------------|-------------------------|-----------------------|--------------------|
| FILE NAME:<br>12904SK-1.DWG | FIELD BOOK/PAGE:<br>N/A | PROJECT NO.:<br>12904 | SHEET:<br>1 OF 2   |
| SKETCH DATE:<br>11/21/13    | DRAWN BY:<br>BUD        | SCALE:<br>1" = 120'   | CHECKED BY:<br>DJO |
|                             |                         | (S-T-R)               | 11-44-24           |

# SKETCH TO ACCOMPANY DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA



**\* THIS IS NOT A SURVEY \***

**\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \***

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:   
DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 12/18/13

| TITLE: SKETCH OF DESCRIPTION                                                                                                                                    |                         |                                                                                                                                             |                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
|  <b>METRON</b><br>SURVEYING & MAPPING<br>LAND SURVEYORS-PLANNERS<br>LB# 7071 |                         | 10970 SOUTH CLEVELAND<br>AVENUE, UNIT #605<br>FORT MYERS, FLORIDA 33907<br>PHONE: (239) 275-8575<br>FAX: (239) 275-8457<br>www.metronfl.com |                                           |
| FILE NAME:<br>12904SK-1.DWG                                                                                                                                     | FIELD BOOK/PAGE:<br>N/A | PROJECT NO.:<br>12904                                                                                                                       | SHEET:<br>2 OF 2                          |
| SKETCH DATE:<br>11/21/13                                                                                                                                        | DRAWN BY:<br>BUD        | SCALE:<br>1" = 120'                                                                                                                         | CHECKED BY:<br>DJO<br>(S-T-R)<br>11-44-24 |

**DELISI FITZGERALD, INC.***Planning – Engineering – Project Management***RED ROOF INN DEVIATION JUSTIFICATION:****Request for Deviation: 5' Landscape Buffer (LDC Section 34-845)**

The applicant requests a deviation from the requirement of a 5' landscape buffer along the proposed property line established by the lot split to allow for a 0' buffer. The proposed property line and location of the buffer would be interior to the parent tract and would not be visible to surrounding properties. No exterior impacts are anticipated.

**Request for Deviation: 10' Accessory Side and Rear Building Setback (LDC Section 34-845)**

The applicant requests a deviation from the requirement of a 10' side building setback along the proposed property line established by the lot split to allow for a 0' minimum side and rear setback. The proposed property line abuts an existing roofed two-story walkway that the motel patrons will continue to use. The proposed property line will not interfere with the function of this walkway and no impacts are anticipated.

**Request for Deviation: Refuse and Solid Waste Facilities (LDC Section 10-261(a))**

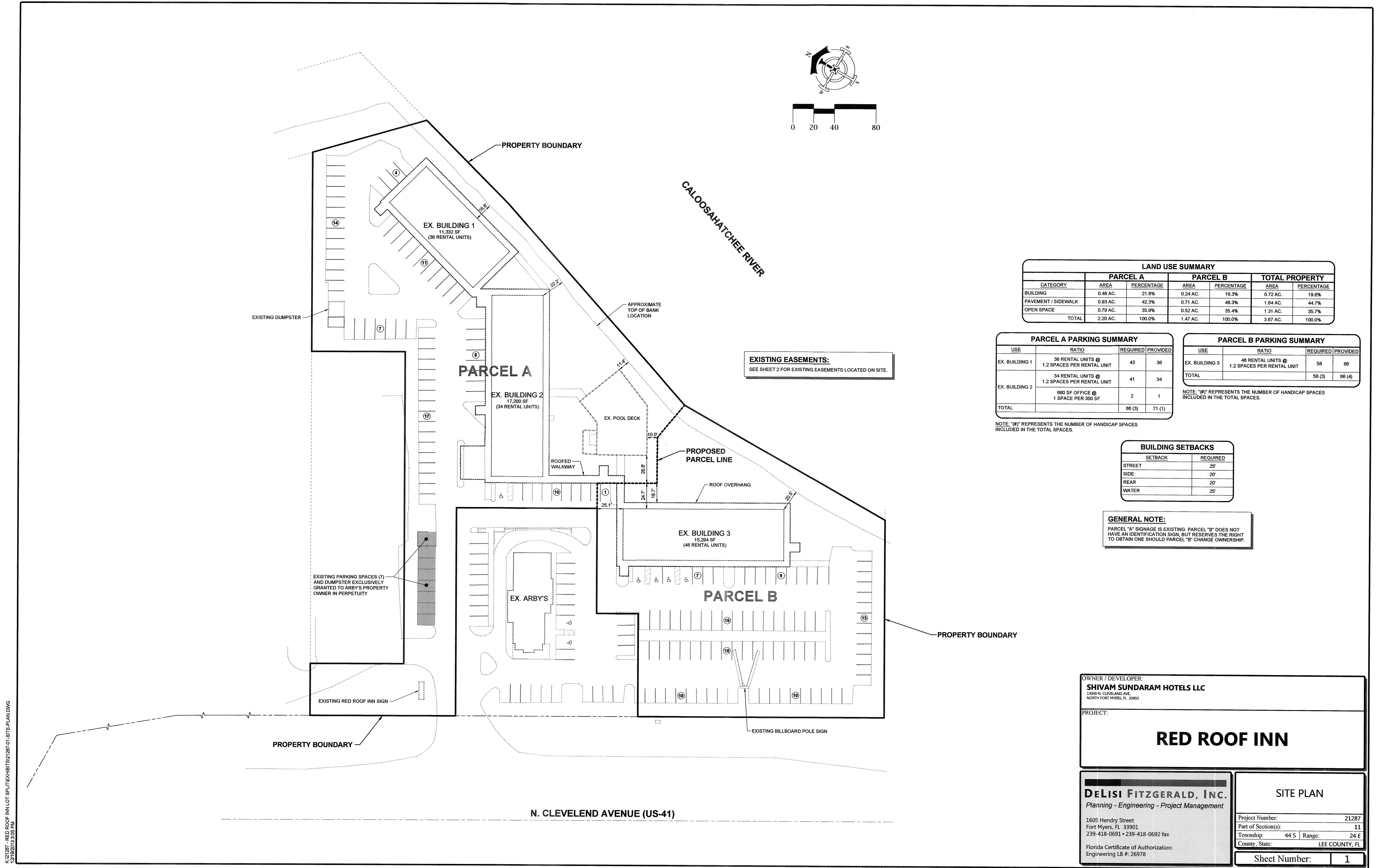
The applicant is requesting to have their refuse and solid waste facilities located on the newly created adjacent parcel where it is currently provided. An agreement between the two (2) property owners will be provided to address the solid waste location.

**Request for Deviation: Off Street Parking and Loading Requirements (LDC Section 34-2020 (b))**

The applicant is requesting to have a portion of their required parking located on the newly created adjacent parcel where it is currently located. There are no changes to the use therefore there are no additional parking spaces needed. An agreement between the two (2) property owners will be provided to address the shared parking.

**Request for Deviation for buffer from Natural Waterway (LDC Section 10-416(d)(9))**

The applicant is requesting to have the natural waterway buffer reduced from 50' down to 10' to bring the existing buildings into compliance. There are no changes being proposed to the buildings at this time however the current site does not provide a 50' buffer to the water body.





### EASEMENT LEGEND

|          |                                 |
|----------|---------------------------------|
| C.R.E.   | COMBINED ROADWAY EASMENT        |
| C.U.E.   | COMBINED UTILITY EASMENT        |
| D.E.     | DRAINAGE EASMENT                |
| E.P.E.   | EXCLUSIVE PARKING EASEMENT      |
| I.E.E.   | INGRESS AND EGRESS EASEMENT     |
| N.E.P.A. | NON-EXCLUSIVE PARKING AREA      |
| P.E.     | PERPETUAL EASMENT               |
| R.E.     | ROADWAY EASMENT                 |
| R.O.W.E. | RIGHT OF WAY EASMENT            |
| S.P.D.E. | SIGN PARCEL & DRAINAGE EASEMENT |
| S.P.D.E. | SIGN PARCEL EASEMENT            |
| U.E.     | UTILITY EASMENT                 |



|               |   |
|---------------|---|
| Sheet Number: | 2 |
|---------------|---|