

March 12th, 2020

"Hand Delivered"

Ms. Cynthia Cannon Planning Department City of Pensacola 222 W Main Street Pensacola, Florida 32502

RE: Corte de La Rua Final Plat Review

G&A Reference No. 32501

Dear Cynthia:

On behalf of aDoor Development LLC, we are submitting Corte de La Rua Final Plat for review. With this letter, please find the following items:

- 1. Eleven (11) copies of the Final Plat
- 2. One (1) copy of the Boundary & Topo Survey
- 3. One (1) copy of the Title Insurance Policy
- 4. One (1) check in the amount of \$750
- 5. One (1) CD containing all information listed above

If you need any additional information, please feel free to give us a call.

Sincerely,

GECLAND ASSOCIATES ENGINEERS, INC.

Clint Geci, PE Vice President

Cc: Ms. Leslie Statler

Mr. Austin Tenpenny Ms. Kacee Bidnick

SITE LOCATION -



FINAL PLAT OF CORTE DE LA RUA

ADOOR DEVELOPMENT, LLC

5041 BAYOU BOULEVARD, SUITE 302

PENSACOLA, FLORIDA 32503

(850) 791-6825

PARCEL I.D.

POINT OF COMMENCEMENT

A 5 LOT TOWNHOME SUBDIVISION OF A PORTION OF EAST KING TRACT, SECTION 19, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA MARCH 2020

LAND SURVEYOR

JOSHUA W. MILLER, P.S.M 360 SURVEYING SERVICES 1801 CREIGHTON ROAD PENSACOLA, FLORIDA 32504 (850) 857-4400

OWNER/DEVELOPER **ENGINEER**

WITNESS MONUMENT -

PARCEL I.D.

PARCEL I.D.

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT

REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE

COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER

177, SECTION 17.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO

TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY

THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050,

5J-17.051, AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027,

FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT

REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN

COUNTY, FLORIDA; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN

PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA

___ DAY OF ____

UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT

PARCEL I.D.

LOT 6

PARCEL I.D. 000S009010006086

> PARCEL I.D. 000S009010005086

SURVEYOR'S CERTIFICATE

CLINT GECI, P.E. GECI & ASSOCIATES ENGINEERS, INC. 2950 N. 12TH AVE PENSACOLA, FLORIDA 32503 (877) 432-2929

EAST LA RUA STREET (50' R/W)

SURVEYORS NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83/2011).
- 2. ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 (2011) DATUM. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, ESTABLISHED BY RTK GPS SYSTEMS BASED ON NATIONAL GEODETIC SURVEY CONTROL MONUMENT "872 9840 BASIC" (BG1730), HAVING A PUBLISHED ELEVATION OF 12.29', TOGETHER WITH FLORIDA DOT REAL TIME VRS NETWORK. ELEVATIONS INDICATED IN STATE PLANE COORDINATES TABLE PER GPS OBSERVATIONS.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- 4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINDERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY WESTCOR LAND TITLE INSURANCE COMPANY, FILE NO: 19094-73733, EFFECTIVE DATE MAY 22, 2018 AT 4:16 P.M. STANDARD EXCEPTIONS 1
- 5. SOURCES OF INFORMATION: BOUNDARY AND TOPOGRAPHIC SURVEY BY 360 SURVEYING SERVICES, INC., DATED MARCH, 2020, TAX MAPS OF ESCAMBIA COUNTY, AERIALS, MAP OF PENSACOLA BY THOMAS C. WATSON COPYRIGHT 1906,
- 6. THE SURVEY DATA SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
- 7. FIELD SURVEY PERFORMED ON MARCH 5, 2020.

P.R.M. | Northing | Easting

GENERAL NOTES:

- 1. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
- 2. THE SURVEYED PROPERTY IS LOCATED IN A "X" FLOOD ZONE, BASED ON FIRM MAP PANEL 12033C0390G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- 3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUES.
- 5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 6. TOTAL LOTS: 5 (4 TOWNHOME LOTS + ONE COMMON PARCEL).
- 7. THIS SITE IS IN THE CRA URBAN DESIGN OVERLAY AND SHALL CONFORM TO THE DEVELOPMENT STANDARDS WITHIN TABLE 12-2-25.5.
- 8. THERE ARE NO WETLAND AREAS, PROTECTED TREES, OR HERITAGE TREES ON THIS

GPS - 3 | 526005.0864' | 1112917.6815' | N30° 25' 06.0744" | W87° 12' 52.6176" | 0.99995800 | -1° 21' 20.99" | 25.99' | GPS Observation

TO CONVERT GROUND DISTANCE TO GRID DISTANCES MULTIPLY GROUND DISTANCE BY AVERAGE COMBINED SCALE FACTOR

Longitude

STATE PLANE COORDINATES

HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA ZONE NORTH

| Scale Factor | Convergence | Elevation |

-1° 21′ 50.62″

LEGEND AND ABBREVIATIONS:

SITE INFORMATION:		BUILDING SETBACK REQUIREMENTS:		
REFERENCE NUMBERS:	00-0\$-00-9010-011-086	FRONT SETBACK:	8 FEET	
	00-0S-00-9010-012-086	REAR SETBACK:	25 FEET	
	00-0S-00-9010-014-086	SIDE SETBACK:	AS NOTED	

PROPERTY ADDRESS: 117, 119, 121 EAST LA RUA STREET PENSACOLA, FLORIDA 32501

SUBDIVISION AREA: 0.311 ACRES MORE OR LESS ZONING DISTRICT: C-3 / FLU: C

LEGAL DESCRIPTION:

LOTS 12 AND 13, THE EAST 6 FEET OF LOT 11, AND THE WEST 30 FEET OF LOTS 14, 15, 16, AND 17 IN BLOCK 86 OF EAST KING TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GPS - 2 | 526169.3097' | 1112986.6575' | N30° 25' 07.7160" | W87° 12' 51.8760" | 0.99995803

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 86 IN EAST KING TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE GO NORTH 80 DEGREES 26 MINUTES 37 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST LA RUA STREET (50' RIGHT-OF-WAY) A DISTANCE OF 149.01 FEET FOR THE POINT OF BEGINNING; THENCE GO NORTH 80 DEGREES 13 MINUTES 55 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 96.11 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, GO SOUTH 09 DEGREES 49 MINUTES 18 SECONDS EAST A DISTANCE OF 120.51 FEET TO A POINT ON THE SOUTH LINE OF LOT 17 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO SOUTH 80 DEGREES 14 MINUTES 42 SECONDS WEST A DISTANCE OF 30.04 FEET TO A POINT ON THE EAST LINE OF LOT 13 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO SOUTH 09 DEGREES 31 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE OF SAID LOT 13 A DISTANCE OF 29.73 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE GO SOUTH 80 DEGREES 18 MINUTES 44 SECONDS WEST ALONG THE SOUTH LINE OF LOT 13 AND ITS WESTERLY EXTENSION A DISTANCE OF 65.78 FEET TO A POINT ON THE SOUTH LINE OF LOT 11 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO NORTH 09 DEGREES 52 MINUTES 16 SECONDS WEST A DISTANCE OF 150.14 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 0.311 ACRES, MORE OR

ALSO BEING THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 7903, AT PAGE 1799 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RIGHT OF WAY NAVD88 NORTH AMERICAN VERTICAL DATUM OF 1988 O.R. OFFICIAL RECORDS B.S.L. **BUILDING SETBACK LINE** POINT OF INTERSECTION L.B. LICENSED BUSINESS LICENSED SURVEYOR PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT L.B. #7919 (P.R.M.) FOUND 1" HEX BOLT FOUND CROSS CUT IN CONCRETE FOUND ¹/₂" CAPPED IRON ROD L.B. #7073 FOUND 1" IRON PIPE

GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft.

ENGINEER'S CERTIFICATE

I, CLINT GECI, P.E., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR ROCK RIDGE. ALL PROPOSED ROADWAYS, DRAINAGE AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

SET ¹/₂" CAPPED IRON ROD L.B. #7612

CLINT GECI, P.E. PROFESSIONAL ENGINEER #73924 STATE OF FLORIDA

JOSHUA W. MILLER PROFESSIONAL SURVEYOR AND MAPPER #7238 STATE OF FLORIDA

360 SURVEYING SERVICES, INC. 1801 CREIGHTON ROAD PENSACOLA, FLORIDA 32504 LICENSED BUSINESS #7612.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ADOOR DEVELOPMENT, LLC, A FLORIDA CORPORATION, AS OWNER AND DEVELOPER OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS CORTE DE LA RUA ("THE LAND") HEREBY DEDICATES TO THE CORTE DE LA RUA HOME OWNERS ASSOCIATION: PARCEL "A"; AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WITNESS	ADOOR DEVELOPMENT, LL A FLORIDA CORPORATION
PRINTED NAME	BY: JUSTIN G. WITKIN
WITNESS	ITS: MANAGER

CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL

FILED FOR RECORD ON THE _____

CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,

PAM CHILDERS

STATE OF FLORIDA

PAM CHILDERS

- WITNESS CORNER

LOT 14

PARCEL I.D.

PARCEL I.D.

000\$009010021086

1.00' SOUTH

WITNESS MONUMENT -

000S009010024086 LOT 24

PARCEL "A" COMMON AREA

(UTILITY, DRAINAGE, &

EGRESS/EAGRESS EASEMENT

MEETING HELD ON THE

CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5605

ON THIS ______, 2020.

DAVID GLAZE, P.S.M., CITY OF PENSACOLA SURVEYOR

ESCAMBIA COUNTY, FLORIDA

AT PAGES _____ OF SAID COUNTY.

I. PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THE THE

_, 2020 WAS APPROVED FOR FILING BY THE

WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR

DAY OF

SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES

CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA

THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE) AS AMENDED FROM TIME TO TIME AND THE SAME WAS

DAY OF ____

ACKNOWLEDGEMENT

PRINTED NAME

COUNTY OF ESCAMBIA	
THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS	DAY OF
, 2020, BY,	OF ADOOF
DEVELOPMENT, LLC., A FLORIDA CORPORATION, PERSONALLY KNOWN TO ME OR P	RESENTED A VAL
DRIVERS LICENSE AS IDENTIFICATION.	

NOTARY PUBLIC STATE OF FLORIDA	SEA
MY COMMISSION EXPIRES:	

CERTIFICATE OF ATTORNEY

PENSACOLA, FLORIDA 32502

DAVID B. TAYLOR, III, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CER	TIFY
HAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THE	ΞM
O BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE CITY OF	
ENSACOLA LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE 8.	

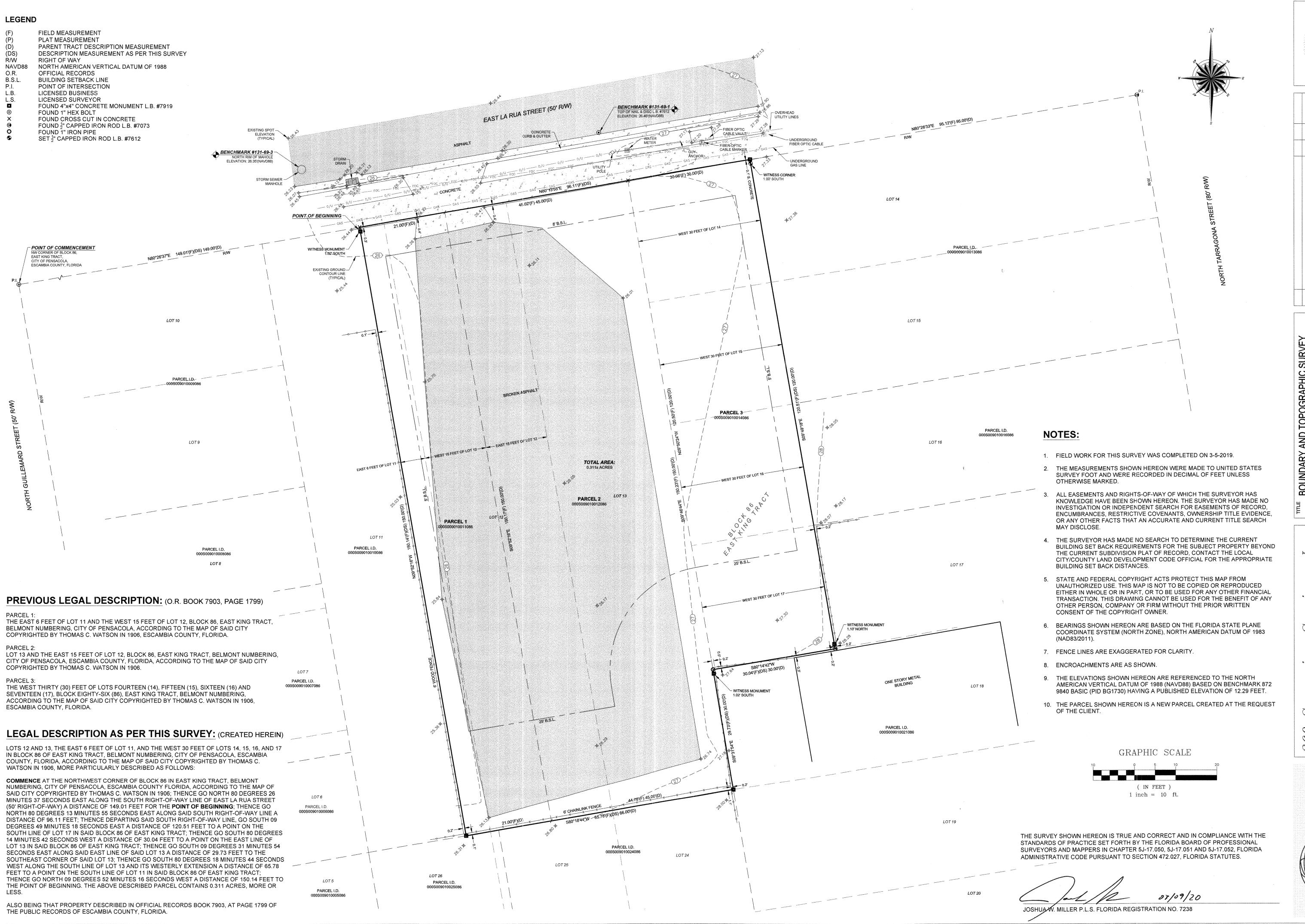
SIGNED THIS	_ DAY OF _	, 2019
DAVID B. TAYLOR, III		
501 COMMENDENCIA STRE	ET	

SHEET 1 OF 1



COVENANTS & RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK

PLAT BOOK



WITHOUT WITHOUT RAISED SEAL

DESCRIPTION BY CKD DATE

19, 121 EAST LA RUA STREET
PENSACOLA, FLORIDA 32503

DOOR DEVELOPMENT LLC
PENSACOLA, FLORIDA

Jing Services, Inc. onal Land Surveyors
Road~Pensacola, Florida 32504

Sou Surveying A Professional Lan 1801 Creighton Road~Pen Office: (850)





OWNER'S POLICY OF TITLE INSURANCE (with Florida Modifications)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

In Witness Whereof, **WESTCOR LAND 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 of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: FL1323 * 19094-73733

Beggs & Lane, RLLP

501 Commendencia Street Pensacola, FL 32502 SEAL OF SEAL O

By:

President

Attest:

- 4. No right of access to and from the Land.
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 - if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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 that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 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 that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin:
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized bylaw.
- (i) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (i) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation 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 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

CONDITIONS - CONTINUED

other act that in its opinion may be necessary or desirable to establish the Title, 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 to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right 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 securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter 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.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that 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 any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. 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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

- (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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (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.

8. DETERMINATION AND EXTENT OF LIABILITY

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.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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 Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the 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 Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays 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 executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

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 at the time of a controversy or claim. 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 to it 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 that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
 - Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

OWNER'S POLICY OF TITLE INSURANCE (With Florida Modifications)

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

HOME OFFICE

875 Concourse Parkway South, Suite 200 Maitland, FL 32751 Telephone: (407) 629-5842

WESTCOR LAND TITLE INSURANCE COMPANY ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

SCHEDULE A

Name and Address of Title Insurance Company: Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751, Phone No.: (407) 629-5842.

State: Florida
County: Escambia

Address Reference: 117, 119 and 121 E. La Rua Street, Pensacola, Florida 32501

File Number:	Policy Number:	Date of Policy:	Premium:	Amount of Insurance:
19094-73733	OP-25-1323-6598999	May 22, 2018 at 04:16 PM	\$1,005.00	\$235,000.00

1. Name of Insured:

Adoor Development, LLC a Florida limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Warranty Deed dated May 22, 2018 and executed by A Bayou Chiropractic Center, P.A, a Florida corporation, to Adoor Development, LLC, a Florida limited liability company, as recorded on May 22, 2018 in Official Records Book 7903, Page 1799, of the Public Records of Escambia County, Florida.

4. The Land referred to in this policy is described as follows:

PARCEL 1:

The East 6 feet of Lot 11 and the West 15 feet of Lot 12, Block 86, East King Tract, Belmont Numbering, City of Pensacola, according to the map of said city copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.

PARCEL 2:

Lot 13 and the East 15 feet of Lot 12, Block 86, East King Tract, Belmont Numbering, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

PARCEL 3:

Authorized Signatory

The West Thirty (30) feet of Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block Eighty-Six (86), East King Tract, Belmont Numbering, according to the map of said city copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.

Issued By: FL1323 * 19094-73733 Beggs & Lane, RLLP

501 Commendencia Street

Pensacola, FL 32502

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

WESTCOR LAND TITLE INSURANCE COMPANY ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

SCHEDULE B

File #: 19094-73733

Policy #:

OP-25-1323-6598999

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Exceptions:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.
- 4. Easements or claims of easements not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.
- 6. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
- 7. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.
- 8. Any and all matters which would be disclosed by an accurate survey of the property.

*The following items, as listed above, are hereby deleted: 1, 2 and 4.