

This instrument was prepared by, and after recording return to:

Name: Joseph G. Goldstein, Esq.  
Address: Holland & Knight  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131

(Space reserved for Clerk of Court)

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**PARTIAL RELEASE OF ENTRANCE FEATURE MAINTENANCE AGREEMENT**

**WHEREAS**, CC Doral Marriott, LLC (the "Owner") is the owner of the Property legally described in the attached Exhibit "A" (the "Marriott Property");

**WHEREAS**, an Entrance Feature Maintenance Agreement dated February 3, 2000, and recorded in Official Records Book 19264 at Page 4253 in the Public Records of Miami-Dade County, Florida (the "Agreement") was entered into in favor of Miami-Dade County, Florida that provided for the erection, construction, and maintenance of an entrance feature (the "Entrance Feature");

**WHEREAS**, the Agreement encompasses the property more specifically described in the attached Exhibit "B" and made a part hereof (the "Agreement Property") and which includes the Marriott Property;

**WHEREAS**, the Agreement was entered into and recorded in connection with a previously approved development for the Agreement Property;

**WHEREAS**, at the time the Agreement was executed, the Marriott Property was a part of the Agreement Property and was proposed for development with one unified development plan;

**WHEREAS**, the Agreement Property was located within un-incorporated Miami-Dade County at the time the Agreement was executed;

**WHEREAS**, the City of Doral incorporated on June 24, 2003, subsequent to the date of the execution of the Agreement;

**WHEREAS**, the Agreement Property is now located within the boundaries of the City of Doral;

**WHEREAS**, a public hearing for the rezoning of the Marriott Property to Downtown Doral Downtown Mixed Use was held before the City Council on March 28, 2012, at which hearing the City Council adopted Ordinance No. 2012-08 (the "Ordinance");

**WHEREAS**, the Ordinance approved a rezoning and development program that superseded all previous development approvals on the Marriott Property;

**WHEREAS**, the Director of the City Planning and Zoning Department (the "Director") is authorized to execute this partial release on behalf of the City of Doral, as successor-in-interest to the Miami-Dade County Department of Planning and Zoning;

**WHEREAS**, the Owner has affirmed that it has abandoned said previous zoning approvals and all rights thereunder and the Entrance Feature will not be constructed on the Marriott Property; and

**WHEREAS**, the Director desires to terminate the Agreement with respect to the Marriott Property.

**NOW, THEREFORE**, in consideration of the foregoing and along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City of Doral agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Partial Release are hereby deemed a part hereof.

2. Release. The Entrance Feature Maintenance Agreement recorded in Official Records Book 19264 at Page 4253 in the Public Records of Miami-Dade County, Florida is hereby released as it applies to the Marriott Property, and such Agreement shall hereinafter be of no further force or effect with respect thereto. The Clerk of the Circuit Court of Miami-Dade County, Florida, is hereby directed to note the same upon the records.

*[Execution Page Follows]*

Signed, witnessed, executed and acknowledged at Doral, Florida, on this 6 day of August, 2012.

Witnesses:

[Signature]  
Signature

Fior Garcia  
Print Name

[Signature]  
Signature

Mercy Arce  
Print Name

Approved as to legal sufficiency:

[Signature]  
City Attorney

**CITY OF DORAL  
PLANNING & ZONING DEPARTMENT**

By: [Signature]  
Nathan Kogon, Director

STATE OF FLORIDA                     )  
   )  
COUNTY OF MIAMI-DADE             )

I HEREBY CERTIFY that on this 6 day of August, 2012, before me personally appeared Nathan Kogon, personally known to me as the Director of the City of Doral Planning and Zoning Department, who is described herein and who executed the foregoing instrument, and he did acknowledge to me the execution thereof for the uses and purpose mentioned and his capacity as Director of the City of Doral Planning and Zoning Department.

My Commission Expires:

[Signature]  
Notary Public     Maryluvia Becendiz  
COMMISSION # DD859328  
Print Name     [Signature]  
EXPIRES: FEB. 09, 2013  
WWW.AARONNOTARY.COM

10-10-1944

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## EXHIBIT "A"

### Legal Description of Marriott Property:

A PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, ALSO KNOWN AS:

TRACT 41 OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA LESS THE WEST 160.00 FEET, LESS THE SOUTH 35.00 FEET AND LESS THE FOLLOWING LEGAL DESCRIPTION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID TRACT 41 WITH THE NORTH LINE OF THE SOUTH 35.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19; THENCE N01°43'42"W, AS BASIS OF BEARING ALONG THE EAST LINE OF SAID TRACT 41, FOR A DISTANCE OF 294.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT 41; THENCE S89°34'36"W ALONG THE NORTH LINE OF SAID TRACT 41, FOR A DISTANCE OF 35.01 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 35.00 FEET OF SAID TRACT 41; THENCE S01°43'42"E, ALONG THE WEST LINE OF THE EAST 35.00 FEET OF SAID TRACT 41, FOR A DISTANCE OF 249.33 FEET TO A POINT OF CURVATURE; THENCE 39.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°18'24" TO A POINT OF TANGENCY WITH THE NORTH LINE OF THE SOUTH 55.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19; THENCE S89°34'42"W, ALONG THE NORTH LINE OF THE SOUTH 55.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19, FOR A DISTANCE OF 4.49 FEET TO A POINT OF CURVATURE; THENCE 496.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 7584.44 FEET AND A CENTRAL ANGLE OF 03°45'00" TO A POINT OF TANGENCY; THENCE N86°40'18"W FOR A DISTANCE OF 312.67 FEET TO A POINT OF CURVATURE; THENCE 195.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 7868.07 FEET AND A CENTRAL ANGLE OF 01°25'18"; THENCE N84°58'08"W FOR A DISTANCE OF 89.93 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 160.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19; THENCE S01°45'13"E ALONG THE EAST LINE OF THE WEST 160.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19, FOR A DISTANCE OF 75.61 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 35.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19; THENCE N89°34'42"E, ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19, FOR A DISTANCE OF 1156.30 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE EAST 90.00 FEET OF THE WEST 160.00 FEET TO THE SOUTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 19,

TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, ALSO KNOWN AS:

A PORTION OF TRACT 41 OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA LESS THE WEST 160.00 FEET, LESS THE SOUTH 35.00 FEET AND LESS THE FOLLOWING LEGAL DESCRIPTION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID TRACT 41 WITH THE EAST LINE OF THE WEST 160.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19; THENCE S01°45'13"E, ALONG THE EAST LINE OF THE WEST 160.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19, FOR A DISTANCE OF 219.27 FEET; THENCE N84°58'08"W FOR A DISTANCE OF 90.63 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 70.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19; THENCE N01°45'13"W, ALONG THE EAST LINE OF THE WEST 70.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 19, FOR A DISTANCE OF 210.70 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT 41; THENCE N89°34'36"E, ALONG THE NORTH LINE OF SAID TRACT 41, FOR A DISTANCE OF 90.02 FEET TO THE POINT OF BEGINNING.

AND

TRACT 42 OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN SECTION 19, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA. LESS THE EAST 35.00 FEET THEREOF, FOR RIGHT-OF-WAY PURPOSES, RECORDED IN O.R.B. 14590 AT PAGE 2003 AND O.R.B. 14594 AT PAGE 2524 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THE FOLLOWING INFORMATION IS FOR THE USE OF THE OFFICE OF THE ATTORNEY GENERAL

AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE  
DISCLOSED TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN  
CONSENT OF THE ATTORNEY GENERAL.

THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE  
DISCLOSED TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN  
CONSENT OF THE ATTORNEY GENERAL.

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DISCLOSED TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN  
CONSENT OF THE ATTORNEY GENERAL.



## EXHIBIT "B"

### Legal Description of Agreement Property:

A PARCEL OF LAND LYING IN THE S.W. 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE RUN NORTH, ALONG THE WEST LINE OF THE S.W. 1/4 OF SAID SECTION 22 AND ALONG THE CENTERLINE OF N.W. 87TH AVENUE AS SHOWN ON THE PLAT OF "DORAL RIGHT OF WAY", PLAT BOOK 104, PAGE 93, FOR A DISTANCE OF 103.05 FEET TO A POINT; THENCE RUN EAST FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID N.W. 87TH AVENUE AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE, FOR A DISTANCE OF 206.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,569.86 FEET; THENCE RUN NORTHEASTERLY, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE AND ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 183.57 FEET, THROUGH A CENTRAL ANGLE OF 5°37'30" TO THE POINT OF TANGENCY; THENCE RUN N. 05°37'30" E, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE, FOR A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,949.86 FEET; THENCE RUN NORTHERLY, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE AND ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 324.91 FEET, THROUGH A CENTRAL ANGLE OF 9°36'22" TO A POINT; THENCE RUN N 87°45'36" E, FOR A DISTANCE OF 134.24 FEET TO A POINT; THENCE RUN S 53°14'24" E FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE RUN S 01°45'36" W FOR A DISTANCE OF 665.00 FEET TO A POINT; THENCE RUN S 88°14'24" E FOR A DISTANCE OF 630.00 FEET TO A POINT; THENCE RUN N 01°45'36" E FOR A DISTANCE OF 239.29 FEET TO A POINT; THENCE RUN N 78°45'36" E FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE RUN S 11°14'24" E FOR A DISTANCE OF 540.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 41ST STREET; THENCE RUN N 88°14'24" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF N.W. 41ST STREET AND ALONG THE LINE PARALLEL TO AND 80.00 FEET NORTH OF THE SOUTH LINE OF THE S.W. 1/4 OF SAID SECTION 22, FOR A DISTANCE OF 1,109.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED N.W. 87TH AVENUE AND ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 38.50 FEET THROUGH A CENTRAL ANGLE OF 88°14'24" TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

#11342963\_v3

12-53-40

OFF. REC. 19264PG4253

This instrument was prepared by:

Name: Dan Zanini, Marriott Ownership Resorts, Inc.

Address: 6649 Westwood Boulevard, Suite 500

Orlando, Florida 32821

00R425026 2000 AUG 31 14:16

(Space reserved for Clerk)

### ENTRANCE FEATURE MAINTENANCE AGREEMENT

WHEREAS, the undersigned being the owner of or having some right, title or interest in or a lien upon the following described property, lying, being and situated in Miami-Dade County, Florida to wit (attach separate sheet if additional space is needed):

SEE EXHIBIT "A"

In order to assure the Miami-Dade County Department of Planning and Zoning that the representations made to it by the owner or their representative will be abided by; that the hereinafter mentioned entrance feature will be continually and properly maintained; and as an inducement for, and in consideration of, the issuance of the required permits to erect and construct said entrance feature, and other good and valuable considerations hereby agrees as follows:

1. That said entrance feature shall be erected and maintained substantially in compliance with plans entitled Marriott's Villas At Doral Entrance Feature  
prepared by Bermello, Ajamil & Partners, Inc.  
dated 28th day of April, 2000
2. That all structures shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained.

As further part of this agreement, it is hereby understood and agreed that any official inspector of the Miami-Dade County Department of Planning and Zoning or its agents duly authorized, may have the privilege at any time of entering and investigating the use of the premises, to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with:

Verified Frz

Entrance Feature  
Maintenance Agreement

This Agreement on the part of the owners shall constitute a covenant running with the land and will be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned and the heirs, successors, and assigns of the undersigned, until such time as the same is modified or released in writing by the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such department, or, in the absence of such director or executive officer, by his assistant in charge in his absence.

**Enforcement.** Enforcement shall be by action against any parties or person violating or attempting to violate any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Severability.** Invalidation of any one of these covenants by judgment of Court in no wise shall affect any of the other provisions, which shall remain in full force and effect.

FIRST AMERICAN TITLE INSURANCE COMPANY

EXHIBIT A

Agent File No.: 34742.009/pgw

Policy No.: FA-35-122761

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE S.W. 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE RUN NORTH, ALONG THE WEST LINE OF THE S.W. 1/4 OF SAID SECTION 22 AND ALONG THE CENTERLINE OF N.W. 87TH AVENUE AS SHOWN ON THE PLAT OF "DORAL RIGHT OF WAY", PLAT BOOK 104, PAGE 93, FOR A DISTANCE OF 103.05 FEET TO A POINT; THENCE RUN EAST FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID N.W. 87TH AVENUE AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN NORTH ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE, FOR A DISTANCE OF 204.99 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,869.36 FEET; THENCE RUN NORTHEASTERLY, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE AND ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 183.57 FEET, THROUGH A CENTRAL ANGLE OF 3°37'38" TO THE POINT OF TANGENCY; THENCE RUN N. 05°37'30" E, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE, FOR A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,949.86 FEET; THENCE RUN NORTHERLY, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE AND ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 324.91 FEET, THROUGH A CENTRAL ANGLE OF 9°36'22" TO A POINT; THENCE RUN N 87°45'36" E, FOR A DISTANCE OF 134.24 FEET TO A POINT; THENCE RUN S 53°14'24" E FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE RUN S 01°45'24" W FOR A DISTANCE OF 65.00 FEET TO A POINT; THENCE RUN S 48°14'24" E FOR A DISTANCE OF 630.00 FEET TO A POINT; THENCE RUN N 01°45'36" E FOR A DISTANCE OF 239.29 FEET TO A POINT; THENCE RUN N 78°45'36" E FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE RUN S 11°14'24" E FOR A DISTANCE OF 540.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 41ST STREET; THENCE RUN N 88°14'24" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF N.W. 41ST STREET AND ALONG THE LINE PARALLEL TO AND 10.00 FEET NORTH OF THE SOUTH LINE OF THE S.W. 1/4 OF SAID SECTION 22, FOR A DISTANCE OF 1,109.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED N.W. 87TH AVENUE AND ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 31.50 FEET THROUGH A CENTRAL ANGLE OF 85°14'24" TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

Folio No. A portion of Parcel No. 30-3022-043-0010

RECORDERS NOTE:  
The legibility of writing, typing or printing unsatisfactory in this document when received.

ALC 2 2006 9 13AM

NO 374 2

OFF. REC. 19264PC4256

ACKNOWLEDGMENT  
CORPORATION

Signed, witnessed, executed and acknowledged on this 3<sup>rd</sup> day of February, 2000.

IN WITNESS WHEREOF, MARRIOTT OWNERSHIP RESORTS, INC.  
(Corporate name) has caused these presents to be signed in triplicate by its proper  
officials.

Witnesses:

[Signature]  
Signature

MELANIE LUBERT  
Print Name

[Signature]  
Signature

Kelly Zimdars  
Print Name

MARRIOTT OWNERSHIP RESORTS, INC.  
Address: 6649 Westwood Blvd., Suite 500  
Orlando, FL 32821

By:

[Signature]

William F. Minnock, III, Vice President  
(President, Vice-President or CEO\*)

[\*Note: All other require attachment of  
original corporate resolution of  
authorization]

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by **WILLIAM F. MINNOCK, III**, the Vice President of **MARRIOTT OWNERSHIP RESORTS, INC.**, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this 3<sup>rd</sup> day of February, 2000, in the County and State aforesaid.

[Signature]  
Notary Public - State of Florida

Print Name

My Commission Expires:



Kelly Zimdars  
MY COMMISSION # CC878326 EXPIRES  
March 18, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

OFF: 19264PC4257  
REC: 19264PC4257  
**OPINION OF TITLE**

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Zoning Application for Administrative Approval of Entrance Feature and an Entrance Feature Maintenance Agreement covering the real property, hereinafter described, it is hereby certified that based solely on Policy No. FA-35-122761 issued by First American Title Insurance Company covering the period from the beginning to the 9<sup>th</sup> day of July, 1999, at the hour of 10:53 a.m., and an Attorneys Title Insurance Fund, Inc. computer title search from July 9, 1999 through July 31, 2000 inclusive, of the following described property:

*See Exhibit A attached.*

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Marriott Ownership Resorts, Inc., a Delaware corporation.

Note: For Limited Partnership or Joint Venture indicates parties comprising the Limited Partnership or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, lien and other exceptions (if "none" please indicate):

1. RECORDED MORTGAGES: None.
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS: None.
3. EXCEPTIONS: See Exceptions numbered 1 to 22 attached hereto and made a part hereof.

**I HEREBY CERTIFY** that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies), other than the fee simple title owner, must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
None	N/A	N/A

The following is a description of the title insurance policy described in the aforementioned Opinion of Title:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
FA-35-12276-1	First American Title Insurance Company	N/A	Earliest Public Record to 7/9/99

**I HEREBY CERTIFY** that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.



OFF. REC. 19264M4258

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 10 day of August, 2000.

Holland & Knight LLP

RBH  
Witness:

[Signature]  
Witness:

By: Lori R. Hartglass  
Lori R. Hartglass  
Florida Bar No. 435392  
One East Broward Boulevard  
Suite 1300  
Fort Lauderdale, FL 33301  
(954) 468-7844

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before this 9<sup>th</sup> day of August, 2000, by Lori R. Hartglass, as partner of Holland & Knight LLP, who is personally known to me or has produced \_\_\_\_\_ as identification:

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Stephen B. Moss  
MY COMMISSION # CC052572 EXPIRES  
October 29, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.