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)

PARTIAL RELEASE OF COVENANT

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

WHEREAS, a Covenant dated January 8, 2000, and recorded in Official Records Book 18972 at Page 3985 in the Public Records of Miami-Dade County, Florida (the "Covenant") was entered into in favor of Miami-Dade County, Florida;

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

WHEREAS, the Covenant was entered into and recorded in connection with a previously issued building permit for a prior development on the Covenant Property;

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

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

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

WHEREAS, the Marriott Property is currently vacant and the building permit issued in connection with the Covenant no longer applies to the Marriott Property;

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WHEREAS, the Ordinance approved a rezoning and development program that superseded all previous zoning approvals and building permits issued for the Marriott Property;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; and

WHEREAS, the Owner has affirmed that it has abandoned said previous zoning approvals, building permits and all rights thereunder and the Director desires to terminate the Covenant 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 Covenant recorded in Official Records Book 18972 at Page 3985 in the Public Records of Miami-Dade County, Florida is hereby released as it applies to the Marriott

Property and such Covenant 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

Flor Garcia

Print Name

Signature

Mercy Arce

Print Name

CITY OF DORAL
PLANNING & ZONING DEPARTMENT

By: Nathan Kogon

Nathan Kogon, Director

Approved as to legal sufficiency:

City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this 6 day of July, 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.

Notary Public

Print Name

Maryluvia Resendiz
COMMISSION # DD859328
EXPIRES: FEB. 09, 2013
WWW.AARONNOTARY.com

My Commission Expires:

EXHIBIT "A"

Legal Description of Marriott Property:

A PORTION OF THE SOUTHWEST ¼ 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 ¼ 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 ¼ OF SAID SECTION 19; THENCE S89°34'42"W, ALONG THE NORTH LINE OF THE SOUTH 55.00 FEET OF THE SOUTHWEST ¼ 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 DSITANCE OF 89.93 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 160.00 FEET OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE S01°45'13"E ALONG THE EAST LINE OF THE WEST 160.00 FEET OF THE SOUTHWEST ¼ 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 ¼ OF SAID SECTION 19; THENCE N89°34'42"E, ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF THE SOUTHWEST ¼ 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 ½ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ 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 ¼ OF SAID SECTION 19; THENCE S01°45'13"E, ALONG THE EAST LINE OF THE WEST 160.00 FEET OF THE SOUTHWEST ¼ 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 ¼ OF SAID SECTION 19; THENCE N01°45'13"W, ALONG THE EAST LINE OF THE WEST 70.00 FEET OF THE SOUTHWEST ¼ 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.

EXHIBIT "B"

Legal Description of Covenant Property:

A parcel of land lying in the S.W. 1/4 of Section 22, Township 53 South, Range 40 East, Dade County, Florida, 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, as recorded in Plat Book 104, at Page 53 of the Public Records of Dade County, Florida, 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 1869.86 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 5°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 1949.86 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 370.15 feet, through a central angle of 10°52'36" to a point; thence run N 84°44'54" E, along a line radial to the last mentioned curve, for a distance of 10.00 feet to a point; thence run S 75°16'20" E for a distance of 1206.67 feet to a point; thence run S 87°25'23" E for a distance of 335.10 feet to a point, thence run S 8°05'33" W for a distance of 216.10 feet to a point, thence run S 87°22'30" W for a distance of 401.82 feet to a point; thence run S 23°33'50" E for a distance of 325.00 feet to a point; thence run S 9°04'47" E for a distance of 274.75 feet to a point on the North Right-of-Way Line of N.W. 41st Street; thence run N 88°14'03" W, along the North Right-of-Way Line of N.W. 41st Street and along a 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 1265.20 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°14'03" to the point of tangency and the Point of Beginning.

#11342992_v3

COVENANT

00R056081 2000 FEB 04 14:20

This Covenant is made and entered into this 8 day of January, 2000 ~~December 1999,~~ by and between MARRIOTT OWNERSHIP RESORTS, INC., party of the first part, and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida through the Miami-Dade County Department of Planning and Zoning ("Miami-Dade County"), as party of the second part.

WHEREAS, the Board of County Commissioners of Miami-Dade County has adopted the Miami-Dade County Educational Facilities Impact Fee Ordinance, Chapter 33K of the Miami-Dade County Code, effective October 1, 1997; and

WHEREAS, Miami-Dade County Department of Planning and Zoning is given the authority to administer and effectuate the aforesaid Impact Fee Ordinance.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is agreed as follows:

In consideration of the issuance by Miami-Dade County of a building permit, as hereinafter outlined, the party of the first part, as fee owner of the property herein described, does hereby agree and bind itself and its assignees and successors as follows:

On the proposed hotel with cooking facilities there will be no leases for a term longer than thirty (30) days. The proposed hotel is located on the following legally described property (the "Property"):

SEE EXHIBIT A

This agreement is hereby made and accepted as a condition of the issuance of a permit for a 32 unit hotel under Miami-Dade County Permit Process No. C-C2000008502, for the Property which is located at 8605 N.W. 41st Street, Miami, Florida.

It is further understood and agreed that this agreement shall be deemed a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, its heirs and assigns, until such time as the same may be released in writing by the Director of the Miami-Dade County Planning and Zoning Department, or the executive officer of the successor of such department.

As further part of this agreement, it is hereby understood and agreed that any official inspector of the Miami-Dade County Planning and Zoning Department or its agents duly authorized may have the privilege at any time during normal working hours of entering and investigation the use of the premises, to determine whether or not the requirements of the Miami-Dade Educational Facilities Impact Fees Ordinance and Manual and the conditions herein agreed to are being complied with.

33107

REC: 18972P03986

WITNESSES

Print Name: Joyce Cobia

Print Name: NANCY CLARK

MARRIOTT OWNERSHIP RESORTS, INC.

By:

Print Name: William F. Minnock III

Its: Vice President

Address:
6649 Westwood Blvd., Ste. 500
Orlando FL 32821

STATE OF FLORIDA)
ORANGE)
COUNTY OF ~~MIAMI-DADE~~)

I HEREBY CERTIFY that on this 8 day of JANUARY 2000, ~~1999,~~ before me personally appeared William F. Minnock as Vice President of MARRIOTT OWNERSHIP RESORTS, INC., being to me well known, or to me proven, by producing the following identification _____ to me known to be the person who signed the foregoing instrument their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Orlando in the County and State aforesaid, the day and year last aforesaid.

NOTARY PUBLIC STATE OF _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

NANCY E. CLARK
MY COMMISSION # CC 722957
EXPIRES: 03/08/2002
1-800-3-NOTARY Fla. Notary Services & Bonding

MIAMI/MAYOLJ/1102692/nm%c011.DOC/12/23/99

OFF. REC. 18972 03987

EXHIBIT A

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 206.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,869.86 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 N05°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 326.91 FEET, THROUGH A CENTRAL ANGLE OF 9°36'22" TO A POINT; THENCE RUN N87°45'52"E, FOR A DISTANCE OF 134.24 FEET TO A POINT; THENCE RUN S53°14'24"E FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE RUN S01°45'36"W FOR A DISTANCE OF 665.00 FEET TO A POINT, THENCE RUN S88°14'24"E FOR A DISTANCE OF 630.00 FEET TO A POINT, THENCE RUN N01°45'36"E FOR A DISTANCE OF 239.29 FEET TO A POINT; THENCE RUN N78°45'36"E FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE RUN S11°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 N88°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.

CONTAINING 12.58 ACRES MORE OR LESS.

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 Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property, hereinafter described, it is hereby certified that I have examined a complete Abstract of Title covering the period from the beginning to the 1st day of July, 1999, at the hour of 6 o'clock a.m., 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 indicate 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, CONTRACTL IENS AND JUDGMENTS: None.
3. GENERAL EXCEPTIONS: Copy excepts 7 to 24
4. SPECIAL EXCEPTIONS: None

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

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

Name	Interest	Special Exception Number
None		

The following is a description of the aforementioned abstract and its continuations:

Number	Company Certifying	No. of Entries	Period Covered
2085*99-4069	American Pioneer title		Earliest Public Record to

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.

Respectfully submitted this 21st day of December, 1999.

Print Name: Robert B. Bratzel, Jr.
Underwriter for American Pioneer Title Insurance Company
Address: 493 E. Semoran Blvd.
Casselberry, FL 32707
Phone: 407-260-8080

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 21ST day of December, 1999, by Robert B. Bratzel, Jr., as an Underwriter for American Pioneer Title Insurance Company, who is personally known to me or has produced N/A, as identification.

ELAINE L. GIMBER
Notary Public, State of Florida
My Comm. Exp. Feb. 15, 2001
Comm. No. CC 615564

Notary Public
Print Name: Elaine L. Gimber

EXHIBIT "A"

A parcel of land lying in the Southwest 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 Southwest 1/4 of said Section 22 and along the centerline of Northwest 87th Avenue as shown on the plat of "Doral Right of Way", Plat Book 104, Page 93, for a distance of 103.50 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 Northwest 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 Northwest 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 1,869.86 feet; thence run Northeasterly, along said East right-of-way line of Northwest 87th Avenue and along the arc of said curve, for a distance of 183.57 feet, through a central angle of 5 deg 37' 30" to the point of tangency; thence run North 5 deg. 37' 30" East, along said East right-of-way line of Northwest 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 Northwest 87th Avenue and along the arc of said curve, for a distance of 326.91 feet, through a central angle of 9 deg. 36' 22" to a point; thence run North 87 deg. 45' 36" East, for a distance of 134.24 feet to a point; thence run South 53 deg. 14' 24" East for a distance of 200.00 feet to a point; thence run South 1 deg. 45'36" West for a distance of 665.00 feet to a point; thence run South 88 deg. 14' 24" East for a distance of 630.00 feet to a point; thence run North 1 deg. 45' 36" East for a distance of 239.29 feet to a point; thence run North 78 deg. 45' 36" East for a distance of 75.00 feet to a point; thence run South 11 deg. 14' 24" East for a distance of 540.00 feet to a point on the North right-of-way line of Northwest 41st Street; thence run North 88 deg. 14'24" West along the North right-of-way line of Northwest 41st Street and along the line parallel to and 80.00 feet North of the South line of the Southwest 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 Northwest 87th Avenue and along the arc of said curve, for a distance of 38.50 feet through a central angle of 88 deg. 14' 24" to the point of tangency and the Point of Beginning.

EXHIBIT "B"

REC: 18972M3990

COMMITMENT

Plant #	Schedule B - Section 2	Agent/Branch #
7075*DORALMASTER	Commitment #	7075*DORALMASTER

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company.

~~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. Encroachments, Overlaps, Boundary lines disputes, and 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. Taxes or special assessments which are not shown as existing liens by the Public Records.~~

~~6. Taxes and assessments for the year 1999 and subsequent years, which are not yet due and payable.~~

7. Taxes and assessments for the year 1999 and subsequent years, which are not yet due and payable.

8. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 11526, Page 955, together with Assignment of Rights recorded in Official Records Book 16197, Page 2775, both of the Public Records of Dade County, Florida, including the following: a) private charge assessments.

9. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 18686, Page 3790, of the Public Records of Dade County, Florida, including the following: a) private charge assessments.

10. Easements and dedications as shown on the Plat of REVISED PLAT OF ORIZABA, recorded in Plat Book 43, Page 71, of the Public Records of Dade County, Florida.

11. Reservations to the Trustees of the Internal Improvement Fund of the State of Florida as contained in those certain instruments recorded in Deed Book 50, Page 407; Deed Book 2325, Page 109; Deed Book 176, Page 339, together with Rights in Reservations recorded in Official Records Book 1335, Page 99; Official Records Book 1540, Page 383; Official Records Book 2262, Page 303; Official Records Book 2316, Page 448; Dade County Disclaimer recorded in Official Records Book 7333, Page 10, and certificate recorded in Official Records Book 14325, Page 2026, all of the Public Records of Dade County, Florida.

12. Pan American Airways, Inc., Radio Control Cable Easement(s) recorded in Deed Book 2663, Page 175 and Deed Book 2663, Page 190, together with Resolution No. 2178 recorded in Deed Book 2681, Page 65, and Assignment of Easement recorded in Deed Book 2889, Page 298, all of the Public Records of Dade County, Florida.

13. Florida Power & Light Company Easement(s) recorded in Official Records Book 3704, Page 172, and Official Records Book 14101, Page 2417, both of the Public Records of Dade County, Florida.

14. Agreement for Construction for Water Facilities and for Provision of Water Service as recorded in Official Records Book 10032, Page 1163, of the Public Records of Dade County, Florida.

15. Agreement for Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage as recorded in Official Records Book 10032, Page 1184, of the Public Records of Dade County, Florida.

16. Terms and conditions of that certain Declaration of Use, recorded in Official Records Book 13011, Page 1238 of the Public Records of Dade County, Florida.

17. Terms and conditions of that certain Covenants Running with the Land in favor of Metropolitan Dade County, recorded in Official Records Book 13021, Page 2180 of the Public Records of Dade County, Florida.

18. C.A.H. Spa of Florida Easement Agreements as recorded in Official Records Book 14752, Pages 1825 and 1842,

EXHIBIT "B"

COMMITMENT

Plant #	Schedule B - Section 2 Continuation Page 1	Agent/Branch #
7075*DORALMASTER	Commitment #	7075*DORALMASTER

both of the Public Records of Dade County, Florida.

19. Terms and conditions of that certain Unity of Title, recorded in Official Records Book 18176, Page 601, of the Public Records of Dade County, Florida.

20. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 18176, Page 606, of the Public Records of Dade County, Florida.

21. Water and Sanitary Sewage Facilities Agreement as recorded in Official Records Book 18176, Page 612, of the Public Records of Dade County, Florida.

22. Title to any portion of the land lying below the mean high water mark of a Lake, unaffected by fills, man-made jetties and bulkheads.

23. Riparian rights and littoral rights, if any, incident to the land.

24. Rights, if any, of the property owners abutting Lake in and to the waters and the bed thereof; also the rights of property owners abutting said Lake or any stream of water leading thereof or therefrom.

~~NOTE: Taxes for the year 1998 are paid, gross tax $83,944.93; Tax ID# 3022-002-0010.~~

~~NOTE: The property described in Schedule "A" appears to be assessed within a larger parcel, therefore a tax cut out may be required.~~

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT