

This Instrument was prepared by:
Name: Tracy R. Slavens, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, FL 33131

(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 the City of Doral, Miami-Dade County, Florida and legally described in the attached Exhibit A.

In order to assure the City of Doral Planning and Zoning Department 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 "City Place Entry Water Feature", prepared by Dillon Pools and landscape plans prepared by John Benjamin Hutchins, date stamped received December 2, 2016.
- (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 City of Doral Planning and Zoning Department 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.

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 City of Doral Planning and Zoning Department, or the executive officer of the successor of such department, or in the absence of such 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.

(Execution Page Follows)

EXHIBIT A**LEGAL DESCRIPTION:**

A PORTION OF TRACT C, "PARK SQUARE AT DORAL", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT C; THENCE NORTH 89°55'42" WEST ON THE NORTH LINE OF SAID TRACT C ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET 26.92 FEET; THENCE SOUTH 00°03'13" WEST 15.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°03'13" WEST 256.73 FEET; THENCE SOUTH 89°43'29" WEST 17.42 FEET; THENCE NORTH 00°09'12" WEST 256.77 FEET; THENCE NORTH 89°52'23" EAST 18.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA CONTAINING 4,592 SQUARE FEET (0.1054 ACRES), MORE OR LESS.

JOINDER BY MORTGAGEE

The undersigned, Regions Bank, an Alabama banking corporation, as Administrative Agent and Lender ("Mortgagee") under that certain mortgage effective as of the 2nd day of July, 2015 by Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee Under Land Trust No. 2401-3185-00, a Florida land trust) and recorded in Official Records Book 29687, Page 2702 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property the foregoing Entrance Feature Maintenance Agreement (the "Agreement") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

NOW THEREFORE, Mortgagee consents to the recordation of the Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Agreement. None of the representations contained in the Agreement or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set

[Remainder of page intentionally left blank.]

CITY OF DORAL
OPINION OF TITLE

To: CITY OF DORAL

With the understanding that this opinion of title is furnished to City of Doral as an inducement for acceptance of an Entrance Feature Maintenance Agreement covering the real property, hereinafter described in Exhibit "A" attached hereto (the "**Property**"). It is hereby certified that with regards to the Property we have examined that certain Commitment for Title Insurance prepared by Chicago Title Insurance Company, under Order No. 6057949, with an effective date of October 12, 2016 at 11:00 p.m. (the "**Title Evidence**"), which Title Evidence covers the period from the BEGINNING to October 12, 2016 at 11:00 p.m., inclusive, with respect to the Property.

Basing our opinion solely on the aforesaid Title Evidence covering said period, we are of the opinion that on the last mentioned date, the fee simple title to the Property was vested in:

Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust Number 2401-3185-00 (the "**Trustee Owner**")

Basing our opinion solely upon review of (i) Amended and Restated Limited Liability Company Agreement of Park Square Master, LLC dated as of June 30, 2015, (ii) Limited Liability Company Agreement of City Place at Doral Retail Holdings, LLC dated June 30, 2015, and (iii) Limited Liability Company Agreement of PR III City Place at Doral Apartments, LLC dated as of May 6, 2015, either Robert Jeans, Sultana Reigle or Scott Dalrymple, each as Authorized Signatory of PR III City Place at Doral Retail, LLC, a Delaware limited liability company, as the managing member of City Place at Doral Retail Holdings, LLC, a Delaware limited liability company, as the sole member of Trustee Owner has the power and authority to sign the agreement on behalf of the Trustee Owner.

Subject to the following liens, encumbrances, and other exceptions:

1. RECORDED MORTGAGES:

- A. Mortgage, Assignment of Rents and Security Agreement executed by Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust No. 2401-3185-00, Mortgagor, in favor of Regions Bank, Mortgagee and Administrative Agent, dated as of July 2, 2015, recorded July 8, 2015, in Official Records Book 29687, Page 2702, of the Public Records of Miami-Dade County, Florida, together with the following collateral security instruments:

- i. Collateral Assignment of Leases, Rents and Contract Rights recorded July 8, 2015 in Official Records Book 29687, Page 2751, of the Public Records of Miami-Dade County, Florida.
- ii. UCC-1 Financing Statement recorded July 8, 2015 in Official Records Book 29687, Page 2769, of the Public Records of Miami-Dade County, Florida.
- iii. Collateral Assignment of Declarant's Rights recorded July 10, 2015 in Official Records Book 29692, Page 2142, of the Public Records of Miami-Dade County, Florida.

2. RECORDED MECHANICS LIENS, CONTRACT LIENS AND JUDGMENTS:

None

3. GENERAL EXCEPTIONS:

- (a) All taxes or assessments for the year 2016 and all subsequent years.
- (b) Rights of parties in possession other than the above owners.
- (c) Facts that would be disclosed by an accurate survey of the Property.
- (d) Easements or claims of easements, not shown by the public records.
- (e) Any unrecorded laborer's, mechanics' or materialmen's liens and municipal liens.
- (f) Zoning and other restrictions imposed by governmental authority.
- (g) Taxes or special assessments which are not shown as existing liens by the public records.

4. SPECIAL EXCEPTIONS:

- (a) Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- (b) Restrictions, covenants, conditions, dedications, easements and other matters as contained on the Plat of Doral Concourse recorded in Plat Book 156, Page 27, of the Public Records of Miami-Dade County, Florida.
- (c) Restrictions, covenants, conditions, dedications, easements and other matters as contained on the Plat of Park Square At Doral recorded in Plat Book 167, Page 26, as affected by Surveyor's Affidavit confirming error on recorded plat in Official Records Book 26197, Page 4398, all of the Public Records of Miami-Dade County, Florida.

- (d) Restrictions against Hotel Use only as contained in that certain Declaration of Restrictive Covenants recorded in Official Records Book 17695, Page 3250, as amended in Official Records Book 17982, Page 4789.
- (e) Development of Regional Impact Order Master Development Order - Resolution No. 2-45-87, pursuant to that certain Notice of Adoption of Development Orders for Ryder Increment I and Master Development recorded July 23, 1987, in Official Records Book 13354, Page 3210, as revised and amended by Resolution No. Z-258-88, pursuant to that certain Notice of Adoption of Development Order for Ryder Increment II Development recorded March 22, 1989 in Official Records Book 14041, Page 658, as modified by Resolution No. Z-15-98, pursuant to Notice of Adoption of an amendment to Development order for Westside Corporate Center I Increment II Corporate Office Park recorded on August 20, 1998, in Official Records Book 18242, Page 371, and as amended by Resolution No. Z-9-03; Ordinance No. 2006-17; Ordinance No. 2006-30, as further amended by Resolution No. Z07-16, as subsequently assigned by the following Assignments of Vested Development Rights, recorded in Official Records Book 17695, Page 3263; Official Records Book 17982, Page 4798; Official Records Book 18170, Page 833; Official Records Book 18296, Page 1716, as amended by that certain Assignment of Vested Development Rights, filed February 25, 2005, in Official Records Book 23118, at Page 273; and Official Records Book 18915, Page 1559 and as amended in Official Records Book 26241, Page 4317 and as extended by the Notice of Automatic Extension to the Westside Corporate Center/Increment II Corporate Office Park/Park Square at Doral Development of Regional Impact recorded in Official Records Book 26583, Page 4456, and as further amended in Official Records Book 27248, Page 4084; and affected by that Notice recorded in Official Records Book 27744, Page 3349, and by Notice of Adoption of an Extension, recorded in Official Records Book 29956, Page 2304.
- (f) Declaration of Development Guidelines, filed October 2, 1998, in Official Records Book 18296, at Page 1725.
- (g) Ordinance No. 00-144, regarding creation of the Doral Concourse Street Lighting Special Taxing District recorded January 10, 2001, in Official Records Book 19445, Page 4476, together with Resolution No. R-1126-00, regarding adoption of preliminary assessments for the Doral Concourse Street Lighting Special Taxing District, recorded January 10, 2001, in Official Records Book 19445, Page 4505.
- (h) Declaration of Covenant for Doral Concourse giving notice of street lighting special taxing district, filed January 15, 2005, in Official Records Book 22969, at Page 2057.
- (i) Traffic Signal Easement between Park Square Commercial - Phase 1, Inc., a Florida corporation and Miami-Dade County recorded February 18, 2010, in Official Records Book 27186, Page 2198.

- (j) Common area usage rights and no-charge area reflected in the Memorandum of Lease Agreement to The Fresh Market, Inc. recorded June 8, 2015 in Official Records Book 29647, Page 1950.
- (k) Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and City National Bank of Florida recorded in Official Records Book 29431, Page 4603, as affected by the Assignment, Assumption and Acceptance of Rights Agreement recorded in Official Records Book 30242, Page 2317.
- (l) Ordinance 07-158 for a Special Taxing District known as "Park Square at Doral Multi./Maint. & Street Lighting" recorded December 24, 2007 in Official Records Book 26123, Page 1785, together with Assessment Roll Resolution R-1191-07 for a Special Taxing District known as "Park Square at Doral Multi./Maint. & Street Lighting" recorded December 24, 2007, in Official Records Book 26123, Page 1825, and Declaration of Covenant for a Special Taxing District known as "Park Square at Doral Multi./Maint. & Street Lighting" recorded August 20, 2009, in Official Records Book 26985, Page 2013.
- (m) Master Development Agreement for Park Square at Doral by and between the City of Doral and Shoma Homes Village at Doral, Inc., and Village at Doral Commercial, LLC, recorded May 1, 2008 in Official Records Book 26355, Page 2642, together with First Amended and Restated Master Development Agreement for park Square at Doral recorded in Official Records Book 27219, Page 11, and as further affected by that Assignment of Developer's Rights recorded in Official Records Book 28048, Page 3308, as affected by the Assignment of Developer's Rights recorded in Official Records Book 28048, Page 3308, and further amended and restated by the Second Amended and Restated Master Development Agreement for Park Square at Doral recorded in Official Records Book 28938, Page 3758, and as affected by the Partial Assignment of Developer's Rights recorded in Official Records Book 28542, Page 3421, and in Official Records Book 28716, Page 2328, and in Official Records Book 28953, Page 1089, and in Official Records Book 28953, Page 1098, and in Official Records Book 28953, Page 1107, and in Official Records Book 26985, Page 4698.
- (n) Underground Easement to Florida Power & Light Company, its affiliates, licenses, agents, successors and assigns recorded November 12, 2015 in Official Records Book 29851, Page 694.
- (o) Reciprocal Easement Agreement between Park Squares Master, LLC, as Successor Trustee under Land Trust Number 2401-3185-00 and New Boston Shoma Park Square, LLC, recorded November 25, 2015 in Official Records Book 29867, Page 2954.
- (p) Notice of Exclusive Use Right and Restrictive Covenant Running With The Land filed by Carino's Doral, LLC, recorded December 7, 2012 in Official Records Book 28390, Page 3241.

- (q) Memorandum of Lease Agreement to The Fresh Market, Inc. recorded June 8, 2015 in Official Records Book 29647, Page 1950, as affected by Subordination, Non-Disturbance, and Attornment Agreement by and among The Fresh Market, Inc., Regions Bank and Park Square 5, LLC, recorded September 8, 2015 in Official Records Book 29768, Page 3993.
- (r) Rights of Brimstone WFG of Doral, LLC as evidenced by Subordination, Non-Disturbance, and Attornment Agreement by and among Regions Bank, Park Square 5, LLC and Brimstone WFG of Doral, LLC, recorded November 23, 2015 in Official Records Book 29863, Page 4739.
- (s) Notice of Commencement recorded August 6, 2015 in Official Records Book 29728, Page 1424.
- (t) Notice of Commencement recorded June 30, 2016 in Official Records Book 30135, Page 1560.
- (u) Notice of Commencement recorded July 28, 2016 in Official Records Book 30170, Page 1147.

All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida.

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.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Regions Bank, as Administrative Agent	Mortgagee	

The following is a description of the aforementioned Title Evidence:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
Order No. 6057949	Chicago Title Insurance Company	20	Beginning to 10/12/16 at 11:00 p.m.

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


None of the exceptions listed above will restrict the use of the property for the purposes set forth in the agreement.

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

[SEE NEXT PAGE FOR EXECUTION]

Respectfully submitted this 4th day of November, 2016.

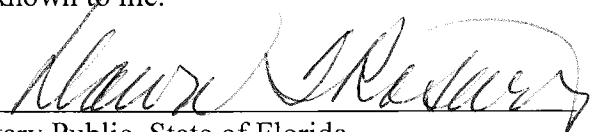
GREENBERG TRAURIG, P.A.

By: 

Kimberly S. LeCompte
Florida Bar No. 456799
333 SE 2nd Avenue
Miami, Florida 33131
(305) 579-0500

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 4th day of November, 2016 by Kimberly S. LeCompte, who is personally known to me.



Notary Public, State of Florida
Commission No.
My Commission Expires:

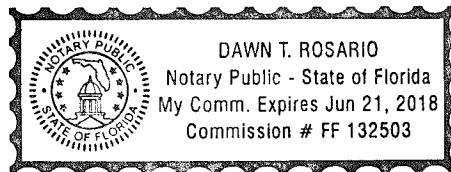


EXHIBIT "A"
(Property)

PORTION OF TRACT C, "PARK SQUARE AT DORAL", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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