

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 ENTRANCE FEATURE MAINTENANCE AGREEMENT

WHEREAS, CC Doral, 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 and an Entrance Feature Maintenance Agreement dated February 3, 2000, and recorded in Official Records Book 19272, Page 4904, both of the Public Records of Miami-Dade County, Florida (collectively, the "Agreements") were entered into in favor of Miami-Dade County, Florida that each provide for the erection, construction and maintenance of an entrance feature (collectively, the "Entrance Features");

WHEREAS, the Agreements encompass 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 Agreements were entered into and recorded in connection with a previously approved development for the Agreement Property;

WHEREAS, at the time the Agreements were 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 Agreements were executed;

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

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WHEREAS, the Ordinance approved a rezoning and development program that superseded all previous development approvals on the Marriott Property;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 Features will not be constructed on the Marriott Property; and

WHEREAS, the Director desires to terminate the Agreements 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 City of Doral agrees 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 and the Entrance Feature Maintenance Agreement recorded in Official Records Book 19272, Page 4904, both of the Public Records of Miami-Dade County, Florida are hereby released as they apply to the Marriott Property and such Agreements 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]

A Signed, witnessed, executed and acknowledged at Miami-Dade County, Florida, on this - day of September, 2012.

Witnesses:

[Signature]

Signature

Mercy Arce

Print Name

[Signature]

Signature

FLOR Garcia

Print Name

**CITY OF DORAL
PLANNING & ZONING
DEPARTMENT**

By:

[Signature]
Nathan Kogon, Director

Approved as to legal sufficiency:

[Signature]
City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this 17 day of September, 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:

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

[Signature]
Notary Public
Print Name
 Merylluvia Resendiz
COMMISSION # DD859328
EXPIRES: FEB. 09, 2013
WWW.AARONNOTARY.com

EXHIBIT "A"

Legal Description of Marriott Property:

A portion of Tract "A", WHITE VIEW SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 00° 00' 00" East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South 85° 39' 00" East, a distance of 43.07 feet to the POINT OF BEGINNING of the following described parcel of land and the beginning of a curve to the right (the following three (3) courses are along the East Right-of-Way line of NW 87th Avenue), a radial line to that point bears North 86° 46' 51" West;

THENCE 78.48 feet along the arc of said curve, said curve having a radius of 1869.86 feet, and a central angle of 02° 24' 17", to the point of intersection with a tangent line;

THENCE North 05° 37' 30" East along said line, a distance of 300.00 feet to the point of intersection with a tangent curve to the left;

THENCE 326.91 feet along the arc of said curve, said curve having a radius of 1949.86 feet and a central angle of 09° 36' 22", to the point of intersection with a non-tangent line, a radial line to that point bears North 86° 01' 08" East;

THENCE North 87° 45' 36" East along said line, a distance of 134.24 feet;

THENCE South 53° 14' 24" East, a distance of 200.00 feet;

THENCE South 01° 45' 36" West, a distance of 389.07 feet;

THENCE South 85° 38' 10" West, a distance of 104.38 feet;

THENCE South 07° 00' 00" West, a distance of 209.17 feet;

THENCE North 84° 22' 30" West, a distance of 40.66 feet;

THENCE North 85° 39' 00" West, a distance of 152.90 feet to the POINT OF BEGINNING.

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 191.05 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 181.57 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 308.00 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 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 625.00 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 31.50 FEET THROUGH A CENTRAL ANGLE OF 81°14'24" TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

#11342963_v1

12-53-40

REC: 1926464253

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**

109

42

Page Two

OFF. REC. 1926404254

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.

19264884255

FIRST AMERICAN TITLE INSURANCE COMPANY

Policy No.: FA-35-12761

EXHIBIT A

Agmt. File No.: 3474288975W

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE S.W. 1/4 OF SECTION 22, TOWNSHIP 23 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 "TORNAL RIGHT OF WAY", PLAT BOOK 104, PAGE 99, FOR A DISTANCE OF 162.05 FEET TO A POINT; THENCE RUN EAST FOR A DISTANCE OF 46.00 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 204.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,869.46 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 181.57 FEET, THROUGH A CENTRAL ANGLE OF 3°37'36" TO THE POINT OF TANGENCY THENCE RUN N. 05°17'20" E, ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE, FOR A DISTANCE OF 388.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,949.16 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 142.24 FEET, THROUGH A CENTRAL ANGLE OF 9°36'22" TO A POINT; THENCE RUN N 07°45'08" E, FOR A DISTANCE OF 114.24 FEET TO A POINT; THENCE RUN S 31°16'24" E FOR A DISTANCE OF 78.00 FEET TO A POINT; THENCE RUN S 01°49'36" E FOR A DISTANCE OF 288.29 FEET TO A POINT; THENCE RUN N 01°49'36" E FOR A DISTANCE OF 665.89 FEET TO A POINT; THENCE RUN S 11°29'08" E FOR A DISTANCE OF 580.00 FEET TO A POINT; THENCE RUN N 01°49'36" E FOR A DISTANCE OF 288.29 FEET TO A POINT; THENCE RUN N 78°45'36" S FOR A DISTANCE OF 73.80 FEET TO A POINT; THENCE RUN S 11°29'08" E FOR A DISTANCE OF 548.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 41ST STREET; THENCE RUN N 81°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 1,188.28 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 AFORESAID N.W. 87TH AVENUE AND ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 34.98 FEET THROUGH A CENTRAL ANGLE OF 81°14'24" TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

Parcel No. A portion of Parcel No. 28-3222-02-0010

RECORDERS NOTE: The legality of this title is subject to the recording of this instrument in the public records.

NO. 374 2

APR 2 2010 9:34AM

REC: 19264PM4256

ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 3rd 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

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

MELANIE LUBERT
Print Name

By: [Signature]
William F. Minnock, III, Vice President
(President, Vice-President or CEO*)

[Signature]
Signature

Kelly Zindars
Print Name

[*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 3rd day of February, 2000, in the County and State aforesaid.

[Signature]
Notary Public - State of Florida
Print Name

My Commission Expires:

 Kelly Zindars
MY COMMISSION # CC09376 EXPIRES
March 18, 2004
BONDED THRU TROTTER INSURANCE INC.

OFF.
REC: 19264184257
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 9th 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. 1926404258

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

[Signature]
Witness:


[Signature]
Witness:

By: [Signature]
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 9th 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 # C082157 EXPIRES
October 29, 2003
STAMPED THROUGH LAW INSURANCE, INC.

22-53-40

OFF. REC. 1927204904

This instrument was prepared by:
Name: Dan Zanini, Marriott Ownership Resorts, Inc.
Address: 6649 Westwood Boulevard, Suite 500
Orlando, Florida 32821

00R435393 2000 SEP 08 10:53.

(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 FR

**Entrance Feature
Maintenance Agreement**

42

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 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 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 326.91 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.

Folio No. A portion of Parcel No. 30-3022-002-0010

OFF. REC. 1927204907

ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 3rd 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

LELANIE 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 3rd 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 # CC898326 EXPIRES
March 18, 2004
BONDED THROUGH TROY FARM INSURANCE, INC.

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 9th 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: 19272PC4909

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 9 day of August, 2000.

Holland & Knight LLP

Bemelomich
Witness:
Susan Stimmel
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 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: _____

Susan Stimmel
Notary Public
Print Name: _____
My Commission Expires: _____



Susan Stimmel
MY COMMISSION # CC665078 EXPIRES
November 2, 2001
BONDED TRULI TROY FARM INSURANCE, INC

1. Miami-Dade County property taxes for the year 2000 and subsequent years, which are not yet due and payable.
2. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida as set forth in Deed filed March 11, 1918, in Deed Book 176, Page 339, as to:
 - (a) Canal;
 - (b) Canal easement;
 - (c) 3/4ths interest in all phosphate, minerals and metals;
 - (d) 50% interest in all petroleum.

Note: The right of entry released pursuant to F.S. 270.11.

3. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida as set forth in Deed filed October 21, 1943, in Deed Book 2325, Page 109, as to:
 - (a) State Road right of way.
4. Easement granted to Pan American Airways, Inc., filed April 5, 1946, in Deed Book 2663, Page 175, as assigned to Southern Bell Telephone and Telegraph Company filed July 16, 1947, in Deed Book 2889, Page 298.
5. Agreement for Water Distribution Facilities filed August 23, 1974, in Official Records Book 8763, Page 1718.
6. Agreement for the Construction of Water Facilities and for the Provision of Water Service filed May 11, 1978, in Official Records Book 10032, Page 1163.
7. Agreement for the Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage filed May 11, 1978, in Official Records Book 10032, Page 1184.
8. Fill Slope Embankment Easement granted to Dade County filed January 14, 1985, in Official Records Book 12382, Page 1182.
9. Covenant Running with the Land in favor of Metropolitan Dade County filed September 17, 1986, in Official Records Book 13021, Page 2180.
10. Unity of Title filed July 6, 1998, in Official Records Book 18176, Page 601.
11. Covenant in favor of Miami-Dade County filed July 6, 1998, in Official Records Book 18176, Page 606.
12. Agreement for Water and Sanitary Sewage Facilities filed July 6, 1998, in Official Records Book 18176, Page 612, and Addendum Number One recorded in Official Records Book 18927, Page 2494.
13. Declaration of Covenants, Conditions, Restrictions and Easements among KSL Hotel Corp., Marriott Ownership Resorts, Inc., and Villas at Doral Condominium Association, Inc., a Florida not-for-profit corporation dated July 8, 1999, recorded at Official Record Book 18686, Page 3790.
14. Notice of Commencement recorded in Official Records Book 18846, Page 2358.
15. Notice of Commencement recorded in Official Records Book 18846, Page 2360.

16. Application and Acceptance of Conditional Building Permit recorded in Official Records Book 18872, Page 1408.
17. Excavation Performance Bond recorded in Official Records Book 18936, Page 4320.
18. Covenant in favor of Miami-Dade County recorded in Official Records Book 18972, Page 3985.
19. Declaration of Condominium for Villas at Doral Condominium Miami-Dade County, Florida, recorded in Official Records Book 19020, Page 2397.
20. Easement by Marriott Ownership Resorts, Inc. to Florida Power and Light Company recorded in Official Records Book 19106, Page 2162.
21. Easement by Marriott Ownership Resorts, Inc. to Florida Power and Light Company recorded in Official Records Book 19106, Page 2167.
22. Any unrecorded agreements affecting the use, management or development of the Property.

ALL IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE S.W. ¼ 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. ¼ 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 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 326.91 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. ¼ 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.

FTL1 #500491 v1

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