

REVENUE PO:
Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.
P.O. Box 14636
Fort Lauderdale, Florida 33302-4636

97-579077 T#001
10-31-97 04:05PM

Prepared by:
Courtney A. Callahan, Esq.
Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.
500 East Broward Boulevard, Suite 1400
Fort Lauderdale, FL 33394

ATTENDANT OFF-STREET PARKING AGREEMENT

THIS ATTENDANT OFF-STREET PARKING AGREEMENT (this "Agreement"), entered into on this 2nd day of October 1997:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State
of Florida, hereinafter referred
to as "CITY,"

and

THI OCEANFRONT L.P.,
a Delaware limited partnership, and
hereinafter referred to as
"APPLICANT."

APPLICANT owns the building located upon certain lands owned by APPLICANT, hereinafter referred to as "Parcel 1," said lands being described as follows:

PARCEL 1

Those portions of Lots 4, 5 and 6 in Block 2, LAS OLAS BY THE SEA, a subdivision of part of Lot 1 of Section 12, Township 50 South, Range 42, East, and a part of Lot 1 of Section 7, Township 50 South, 43 East, according to the Re-Amended Plat thereof, recorded in Plat Book 1, Page 16, of the Public Records of Broward County, Florida, lying and being east of the existing easterly right-of-way line of Seabreeze Boulevard and west of the existing westerly right-of-way line of Atlantic Boulevard (State Road A-1-A).

APPLICANT also owns certain lands situated within 700 feet of Parcel 1, upon which there exists parking facilities, which lands are hereinafter referred to as "Parcel 2" and described as follows:

PARCEL 2

EX 27223PG0148

(5)² (5)²
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Service To:
Gunster, Yockley, Valdes-Fauli & Stewart, P.A.
P.O. Box 14638
Fort Lauderdale, Florida 33302-4638

97-465484 T#001
09-05-97 10:11AM

Prepared by:
David Feldheim, Esq.
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL. 33302

ATTENDANT OFF-STREET PARKING AGREEMENT

THIS IS AN AGREEMENT, entered into on June 5,
1997, between:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State
of Florida, hereinafter referred
to as "CITY,"

and

THI OCEANFRONT L.P., a Delaware
limited partnership, and
hereinafter referred to as
"APPLICANT."

APPLICANT owns the building located upon certain
lands owned by APPLICANT, hereinafter referred to as "Parcel
1," said lands being described as follows:

PARCEL 1

Those portions of Lots 4, 5 and 6
in Block 2, LAS OLAS BY THE SEA, a
subdivision of part of Lot 1 of
Section 12, Township 50 South,
Range 42, East, and a part of Lot
1 of Section 7, Township 50 South,
43 East, according to the Re-
Amended Plat thereof, recorded in
Plat Book 1, Page 16, of the
Public Records of Broward County,
Florida, lying and being east of
the existing easterly right-of-way
line of Seabreeze Boulevard and
west of the existing westerly
right-of-way line of Atlantic
Boulevard (State Road A-1-A).

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APPLICANT also owns certain lands situated within 700 feet of Parcel 1, upon which there exists parking facilities, which lands are hereinafter referred to as "Parcel 2" and described as follows:

PARCEL 2

That portion of Lots 2, 3, and 4 in Block 2, LAS OLAS BY THE SEA, a subdivision of part of Lot 1 of Section 12, Township 50 South, Range 42, East, and a part of Lot 1 of Section 7, Township 50 South, 43 East, according to the Re-Amended Plat thereof, recorded in Plat Book 1, Page 16, of the Public Records of Broward County, Florida, lying west of the existing westerly right-of-way of Seabreeze Boulevard.

APPLICANT has agreed to provide 123 attendant parking spaces on Parcel 2 to fulfill partial off-street parking requirements for the building on Parcel 1. The Planning Division of the Economic Development Department of the City of Fort Lauderdale has determined that the parking plans of the APPLICANT meet the requirements of Section 47-44 of the Code of Ordinances.

In consideration of the mutual covenants and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Agreement.
2. Permission is granted to APPLICANT to provide off-street parking under the provisions of Section 47-44 of the Code of Ordinances of the City of Fort Lauderdale, Florida, on 123 attendant parking spaces on Parcel 2, which permission is contingent upon the APPLICANT, and its successors and assigns, maintaining the required parking spaces and facilities in accordance with Section 47-44 of the Code of Ordinances for uses permitted on Parcels 1 and 2 in accordance with all other applicable laws and regulations of the CITY now existing or subsequently enacted. Failure to comply with the restrictions and duties imposed by the

laws and regulations as aforesaid, shall automatically revoke this permission without further action by the CITY.

3. The 123 attendant parking spaces on Parcel 2, to be used for parking under this Agreement, shall never be sold or disposed of except in conjunction with the sale of the building located on Parcel 1 or the use which the parking area serves, so long as such facilities are required; provided, however, that another plot or plots of land complying with the provisions of Chapter 47 of the Code of Ordinances of the CITY and subject to a recorded agreement may be substituted for the area or areas used for parking pursuant to this Agreement. In the case of a new or substitute agreement for the use of other land or lands to meet the parking requirements of Chapter 47 of the Code of Ordinances of the CITY, this Agreement shall be voided by the execution and recording of a subsequent agreement.

4. APPLICANT shall comply with all applicable provisions of Chapter 47 of the Code of Ordinances of the CITY.

5. In the event of the breach of this Agreement and the failure of the APPLICANT to provide the required parking under Chapter 47 of the Code of Ordinances of the CITY, all occupational licenses for Parcel 1 issued to APPLICANT shall be rescinded and the premises vacated until there is compliance with the parking requirements of the CITY set forth herein. In addition to all other remedies provided by law, the CITY may enjoin the use of the property dependent upon the parking requirements until the requirements have been met.

6. In the event that it becomes necessary for the CITY to commence litigation to enforce this Agreement in any court of competent jurisdiction, APPLICANT shall reimburse the CITY for all reasonable attorneys' fees, costs and interest.

7. All covenants and restrictions contained in this Agreement are, and the same shall be construed as, covenants and restrictions running with the land, and they are to be deemed to bind the successors and assigns of the parties.

8. This Agreement shall be recorded in the Broward County Public Records at APPLICANT'S expense.

9. The provisions of this Agreement shall not be construed to restrict the right of APPLICANT to sell, lease or otherwise convey Parcels 1 or 2, except as provided in

this Agreement, and provided the Parcels are used in a manner which complies with all applicable CITY ordinances.

10. This Agreement shall not be effective until it has been executed by the parties within ninety (90) days from the date first appearing above, unless the parties, by mutual agreement in writing, shall for good cause extend the time for execution.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

John Schlagel, Jr.

Mari Fishkin

(Witness print or type name)

(CORPORATE SEAL)

City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL. 33302

STATE OF FLORIDA:
COUNTY OF BROWARD:

CITY OF FORT LAUDERDALE

By: Chris Wren

Print Name: Chris Wren

Approved as to form:

Ant
City Attorney

The foregoing instrument was acknowledged before me this 2ND DAY OF JULY, 1997, by Chris Wren, as Planning & Zoning of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Gregory Brewton
Notary Public, State of
Florida
(Signature of Notary taking
Acknowledgment)

GREGORY BREWTON
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

JUNE 9, 2001
Commission Number

APPLICANT:

WITNESSES:

THI OCEANFRONT L.P., a Delaware limited partnership

By: THAYER HOTEL INVESTMENTS L.P., a Delaware limited partnership, its sole general partner

By: LODGING OPPORTUNITIES CORPORATION, a Delaware corporation, its sole general partner

Kimberly A. Gauthier

Kimberly A. Gauthier

[Witness-print or type name]

NGHEM T. DO

NGHEM T. DO

[Witness-print or type name]

By: David J. Weyre
Name: DAVID J. WEYRE
Title: Vice President

Address: 410 Severn Ave Ste 314
Annapolis, Maryland 21403

(CORPORATE SEAL)

STATE OF Maryland :
COUNTY OF Calvert :

The foregoing instrument was acknowledged before me this 8 June 5, 1997, by David Weyre as Vice President of LODGING OPPORTUNITIES CORPORATION, a Delaware corporation, sole general partner of THAYER HOTEL INVESTMENTS L.P., a Delaware limited partnership, sole general partner of THI OCEANFRONT L.P., a Delaware limited partnership, for and on behalf of said corporation, who (X) is personally known to me, or () has produced _____ as identification.

(SEAL)

Christine Leo
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)
My Commission Expires: 12/1/00

Commission Number _____
Christine Leo, Notary Public
Calvert County
State of Maryland
My Commission Expires Dec. 1, 2000
Name of Notary Typed, Printed or Stamped

DF:cak/THIpkagr

5 RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK26948PG0522

That portion of Lots 2, 3, and 4 in Block 2, LAS OLAS BY THE SEA, a subdivision of part of Lot 1 of Section 12, Township 50 South, Range 42, East, and a part of Lot 1 of Section 7, Township 50 South, 43 East, according to the Re-Amended Plat thereof, recorded in Plat Book 1, Page 16, of the Public Records of Broward County, Florida lying west of the existing westerly right-of-way of Seabreeze Boulevard.

APPLICANT has agreed to provide 123 parking spaces on Parcel 2 to fulfill partial off-street parking requirements for the building on Parcel 1. The Planning Division of the Economic Development Department of the City of Fort Lauderdale has determined that the parking plans of the APPLICANT meet the requirements of Section 47-44 of the Code of Ordinances.

In consideration of the mutual covenants and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Agreement.
2. Permission is granted to APPLICANT to provide off-street parking under the provisions of Section 47-44 of the Code of Ordinances of the City of Fort Lauderdale, Florida, on 123 parking spaces on Parcel 2 which permission is contingent upon the APPLICANT, and its successors and assigns, maintaining the required parking spaces and facilities in accordance with Section 47-44 of the Code of Ordinances for uses permitted on Parcels 1, and 2 in accordance with all other applicable laws and regulations of the CITY now existing or subsequently enacted. Failure to comply with the restrictions and duties imposed by the laws and regulations as aforesaid, shall automatically revoke this permission without further action by the CITY.
3. The 123 parking spaces on Parcel 2, to be used for parking under this Agreement, shall never be sold or disposed of except in conjunction with the sale of the building located on Parcel 1 or the use which the parking area serves, so long as such facilities are required; provided, however, that another plot or plots of land complying with the provisions of Chapter 47 of the Code of Ordinances of the CITY and subject to a recorded agreement may be substituted for the area or areas used for parking pursuant to this Agreement. In the case of a new or substitute agreement for the use of other land or lands to meet the parking requirements of Chapter 47 of the Code of Ordinances of the CITY, this Agreement shall be voided by the execution and recording of a subsequent agreement.
4. The execution and recording of this Agreement voids all previously recorded off-street parking agreements :
 - A. Off-Street Parking Agreement, recorded January 12, 1965 in Official Records Book 2941, Page 626, Public Records of Broward County, Florida;
 - B. Off-Street Parking Agreement, recorded October 5, 1973 in Official Records Book 5473, Page 484, Public Records of Broward County, Florida; and

C. Attendant Off-Street Parking Agreement, recorded March 5, 1976 in Official Records Book 6511, Page 14, Public Records of Broward County, Florida.

5. APPLICANT shall comply with all applicable provisions of Chapter 47 of the Code of Ordinances of the CITY.

6. In the event of the breach of this Agreement and the failure of the APPLICANT to provide the required parking under Chapter 47 of the Code of Ordinances of the CITY, all occupational licenses for Parcel 1 issued to APPLICANT shall be rescinded and the premises vacated until there is compliance with the parking requirements of the CITY set forth herein. In addition to all other remedies provided by law, the CITY may enjoin the use of the property dependent upon the parking requirements until the requirements have been met.

7. In the event that it becomes necessary for the CITY to commence litigation to enforce this Agreement in any court of competent jurisdiction, APPLICANT shall reimburse the CITY for all reasonable attorneys' fees, costs and interest.

8. All covenants and restrictions contained in this Agreement are, and the same shall be construed as, covenants and restrictions running with the land, and they are to be deemed to bind the successors and assigns of the parties.

9. This Agreement shall be recorded in the Broward County Public Records at APPLICANT's expense.

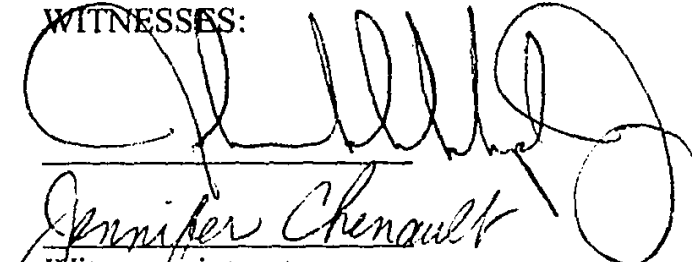
10. The provisions of this Agreement shall not be construed to restrict the right of APPLICANT to sell, lease or otherwise convey Parcels 1 or 2, except as provided in this Agreement, and provided the Parcels are used in a manner which complies with all applicable CITY ordinances.

11. This Agreement shall not be effective until it has been executed by the parties within ninety (90) days from the date first appearing above, unless the parties, by mutual agreement in writing, shall for good cause extend the time for execution.

EX27223PG0150

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:


Jennifer Chenault
Witness print or type name
(CORPORATE SEAL)


City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL 33302

STATE OF FLORIDA
COUNTY OF BROWARD


The foregoing instrument was acknowledged before me this OCTOBER 2, 1996, by Chris Wren, as City Manager, of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

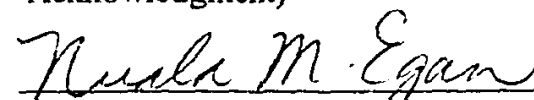
CITY OF FORT LAUDERDALE

By: 
Print Name: CHRIS WREN

Approved as to form:

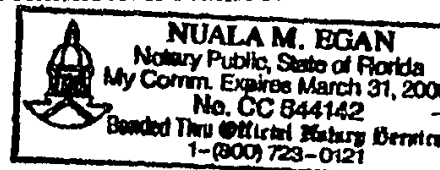

City Attorney

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)


Name of Notary Typed,

Printed or Stamped
NUALA M. EGAN
My Commission Expires:

Commission Number



544142

BK27223PG0151

WITNESSES:

Kimberly A. Saulnier
Kimberly A. Saulnier
Witness-print or type name

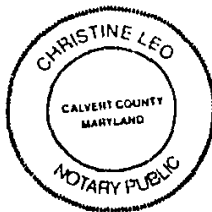
NGHEEN T. DO
NGHEEN T. DO
Witness-print or type name

(CORPORATE SEAL)

STATE OF Maryland
COUNTY OF Calvert

The foregoing instrument was acknowledged before me this June 5, 1997, by David Weymer, and Bonnie Allen, as Vice President and Vice President, respectively of THI Oceanfront L.P., a Delaware limited partnership, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did not (did) take an oath.

(SEAL)



Christine Leo, Notary Public
Calvert County
State of Maryland
My Commission Expires Dec. 1, 2000

APPLICANT:

THI OCEANFRONT L.P., a
Delaware limited partnership

By: David Weymer

ATTEST:

Bonnie Allen

Address: 410 Severn Ave, Ste 3A
Annapolis Maryland 21403

Christine Leo
Notary Public, State of ~~Florida~~ Maryland
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

49811.1

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

EX 27223PG0152