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This instrument prepared by J.A. PLISCO 120 N. County Rd BALM Brock Fla: 33480

LONG-TERM LEASE

THIS LEASE, made and entered into at Palm Beach County, Florida, on the date last appearing in the body of this instrument, by and between THE NINE-EIGHT TWO CORPORATION, a Florida corporation, and CONTEMPORARY BUILDERS OF PALM BEACH, INC., a Florida corporation, hereinafter called the "LESSOR", and SEYMOUR A. FINE and MARVIN TURK, hereinafter called "LESSEE".

## WITNESSETH:

That the LESSOR and LESSEE, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, and ONE DOLLAR (\$1.00) and other good and valuable consideration by each of the parties unto the other in hand paid simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, have covenanted and agreed as follows:

- 1. <u>DEFINITIONS</u>. Unless the context otherwise requires the following definitions shall be applicable herein:
- 1.1 "LESSOR" means the LESSORS herein, their successors and assigns.
- 1.2 "LESSEE" means the LESSEES herein, their heirs, legal representatives, successors, grantees and assigns.
- 1.3 "DEMISED PREMISES" means the lands, improvements, furnishings, fixtures, machinery, equipment, goods and personal property, etc. referred to in Paragraph 2 hereof.
- 1.4 "LESSEE'S PROPERTY" means that certain parcel of real property owned by LESSEE and more particularly described on EXHIBIT B attached to this LEASE and made a part hereof.
- 1.5 "ALL LESSEES" means LESSEE and, in addition, all other lessees who have or should have acquired a leasehold interest in the DEMISED PREMISES.
  - 2. DEMISE.
- 2.1 Upon the terms and conditions hereinafter set forth and in consideration of the payment by the LESSEE of the rent hereinafter set forth, and the prompt continuous performance by the LESSEE of each and every of the covenants and agreements herein-

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after contained by the LESSEE to be kept and performed, the LESSEE does hereby lease of and from the LESSOR, but not exclusively so, certain real property situate, lying and being in Palm Beach County, Florida, more particularly described on EXHIBIT A attached to this LEASE and made a part hereof; together with all improvements, buildings and structures now or hereafter placed thereon, and all furniture, furnishings, fixtures, machinery, equipment, goods and personal property of every type and nature now or hereafter brought or placed thereon or intended for use thereon, and all additions and accessions thereto and any replacements thereof.

- 2.2 The DEMISED PREMISES is subject to easements, restrictions, reservations, rights of way, conditions, limitations, now or hereafter of record; taxes; zoning ordinance now or hereafter existing; this lease and other leases and instruments creating rights in and to the DEMISED PREMISES for such persons or parties as the LESSOR determines; and mortgages, all as now exist or may hereafter exist during the term of this LEASE. The LESSOR, at all times reserves unto itself the exclusive right to grant to others or to create upon, over, and under the DEMISED PREMISES, easements or licenses for ingress, egress, public utilities or for any purpose, from time to time, as the LESSOR shall deem appropriate, free and clear of the provisions of this LEASE. The LESSOR shall have the right, during the term of this LEASE, to relocate and change the size and dimensions of any easements or licenses for such purposes as LESSOR, in its discretion, deems advisable. The dedication and creation of such easements and licenses by LESSOR shall not require the consent and approval of any LESSEE.
- 2.3 Anything in this LEASE to the contrary notwithstanding, it is understood and agreed that this LEASE is intended to inure to the benefit and use of LESSEE, the guests, invitees and family members of LESSEE, the tenant's of LESSEE occupying LESSEE'S PROPERTY (hereinafter referred to as "LESSEE'S tenants"); the guests, invitees and family members of LESSEE'S tenants.
- 3. TERM. The term of this LEASE shall be for a period commencing as of the date hereof and continuing up to and

including the 31st day of December, 2071, unless sooner terminated in accordance with the terms hereof.

- 4. RENT.
- 4.1 LESSOR hereby acknowledges receipt from LESSEE of the sum of ONE DOLLAR (\$1.00) representing the total agreed rental for the entire term of this lease. Except as otherwise expressly provided herein, LESSEE shall not be obligated or responsible for the payment of any other rental or other charges or costs.
- 4.2 At such time as LESSEE submits LESSEE'S PROPERTY to condominium ownership, this LEASE shall become null, void and of no further force and effect whereupon the Condominium Association formed in connection with the submission of LESSEE'S PROPERTY to condominium ownership and responsible for the operation of such condominium shall enter into a NEW LEASE of the DEMISED PREMISES with LESSOR, in substantially the same form as this LEASE but providing for: (a) an annual rental of ONE DOLLAR (\$1.00), which rental may be prepaid by such Condominium Association for the balance of the term of the NEW LEASE; and (b) payment by such Condominium Association of a reasonable sum attributable to the maintenance of the DEMISED PREMISES which shall mean a proper proportion of the maintenance fees to maintain the DEMISED PREMISES between all LESSEES using same.
  - 5. USE OF DEMISED PREMISES.
- 5.1 During the term of this LEASE the DEMISED PREMISES shall be used and enjoyed by the LESSEE on a non-exclusive basis in common with other persons, entities and corporations who may but are not required to be lessees of the DEMISED PREMISES. The LESSOR has the right, at any and all times during the term of this LEASE, and from time to time, to further additionally lease, let and demise the DEMISED PREMISES to any other persons, firms or corporations, as LESSOR deems fit. All such other leases shall be valid for the purposes therein expressed, and neither the granting of such leases nor the creation of the leasehold estate therein shall invalidate this lease, or give the LESSEE the right to avoid any of the covenants, agreements or obligations to be performed hereunder. The lease of the DEMISED PREMISES entered into with

others shall be generally in the form of this LEASE to the end and extent that the use, occupancy, and possession of the DEMISED PREMISES by others shall be in recognition of and co-extensive with, the rights of the LESSEE under this LEASE.

- 5.2 LESSEE shall not commit or permit the tenants, gueste, invites or family members of LESSEE or the guests, invitees or family members of LESSEE'S tenants to commit any acts or carry on any practices which may possibly injure the DEMISED PREMISES, or be a nuisance or menace to, or interfere with, the rights of other LESSEES, the LESSOR, or others validly using the DEMISED PREMISES.
- 5.3 The DEMISED PREMISES shall be used by the LESSEES solely for "RECREATIONAL PURPOSES". Unless otherwise consented to in writing by the LESSOR, "RECREATIONAL PURPOSES" shall not include the use of the DEMISED PREMISES by any group, club, association, society, party, affiliation, or the like, for any religious, charitable, fraternal, civic, or other such purpose.
- 5.4 The DEMISED PREMISES shall be under the complete supervision, operation, control and management of the LESSOR.
- members of LESSEE and the guests, invitees and family members of LESSEE'S tenants shall observe and comply with all RULES AND REGULATIONS which now or may hereafter be promulgated from time to time as the LESSOR, in its sole discretion, deems necessary for the use, care, safety and cleanliness of the DEMISED PREMISES, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the DEMISED PREMISES. The RULES AND REGULATIONS as promulgated from time to time under this Paragraph shall be posted in a conspicuous place on the DEMISED PREMISES and shall be effective from the date of posting.
- 5.6 LESSOR May grant franchises or concessions to commercial concerns on all or part of the DEMISED PREMISES and the LESSOR shall be entitled to all income derived therefrom.
- 5.7 LESSEE'S TENANTS, together with their guests, invitees and members of their immediate families, may use the DEMISED PREMISES subject to the RULES AND REGULATIONS concerning such use.
  - 5.8 If a tenant of LESSEE, or such tenant's family, guests

or invitees violates the RULES AND REGULATIONS concerning the use of the DEMISED PREMISES the LESSOR may unilaterally suspend the tenant for a reasonable time from the use of the DEMISED PREMISES...

- 5.9 If a tenant of LESSEE subleases his apartment only the sub-lessee thereof and such sub-lessee's guests, invitees and immediate family members shall have the use of the DEMISED PREMISES.
  - 6. EMINENT DOMAIN.
- 6.1 If any part of the DEMISED PREMISES shall be taken under the power of eminent domain, the obligations of the LESSEE under this LEASE shall continue unaffected unless such portion of the DEMISED PREMISES is taken so as to completely destroy the usefulness of the DEMISED PREMISES for the purposes for which such premises were leased, then, from that day, the LESSEE shall have the right to terminate by written notice given by the LESSEE ASSOCIATION to the LESSOR, within thirty (30) days after such property be taken, or to continue in the possession of an undivided leasehold interest in the remainder of the DEMISED PREMISES under all of the terms of this LEASE. All damages awarded for such taking shall belong to and be the property of the LESSOR, whether such damages shall be awarded as compensation for diminution in the value of this LEASE or the LESSOR'S interest in the DEMISED PREMISES. The right of termination herein granted shall only have effect in the event the LESSOR elects not to replace the DEMISED PREMISES that was taken with other property for use as the DEMISED PREMISES. In the event LESSOR elects to make such replacement, then in that event the LESSEES shall have no right of termination and shall be bound by the terms hereof as if the substituted property were the original DEMISED PREMISES.
- 6.2 If a part of the DEMISED PREMISES, as provided above, is taken under the power of eminent domain, and such taking does not completely destroy the usefulness of the DEMISED PREMISES for the purposes for which such premises were leased, all sums awarded for the appropriation shall be payable to the LESSOR and the LESSEE shall not be entitled to any portion thereof. However, where the appropriation is as to a portion of a building, the LESSOR may

restore that portion of the building not so taken at LESSOR'S cost and expense. Where there is an appropriation of an entire building or improvement which is not sufficient to terminate this LEASE, as hereinbefore set forth, the LESSOR shall determine, in its sole discretion, whether to replace the appropriated building or improvement upon the remaining land area of the DEMISED PREMISES. Should LESSOR determine to replace same, it shall be of such size, dimension, contents, decor, plans and specifications as the LESSOR determines in its sole discretion. The time within which same shall be accomplished shall be a reasonable time.

- 7. RIGHT OF LESSOR AND LESSEE TO ENCUMBER, CONVEY OR ASSIGN.
- 7.1 Subject to any other documents of record, the LESSOR may freely assign or convey all or any part of its right, title and interest in and to this LEASE and/or the DEMISED PREMISES. In such event, upon the assignee's or purchaser's, as the case may be, assuming and agreeing in writing to perform the terms and covenants of the LESSOR herein contained, the LESSOR shall be relieved of all liability under this LEASE.
- 7.2 Subject to any other documents of record, LESSEE shall have the right to mortgage, encumber, assign or convey its leasehold right, title and interest in and to this LEASE and/or the DEMISED PREMISES. In such event, upon the assignee's or purchaser's, as the case may be, assuming and agreeing in writing to perform the terms and covenants of the LESSEE herein contained, the LESSEE shall be relieved of all liability under this LEASE.
  - 8. DEFAULT.
- 8.1 If LESSEE shall fail to perform any of the covenants of this LEASE by it to be kept and performed, the LESSOR may, at its election, declare this LEASE terminated. Thereafter, the LESSEE shall have no rights to the use and enjoyment of the DEMISED PREMISES nor any rights hereunder. In addition, the LESSOR shall have all such other remedies as the laws and this instrument afford.
- (a) Anything in the foregoing to the contrary notwithstanding, the LESSOR may not declare this LEASE terminated

that they, jointly or severally are bound to keep and perform, it becomes necessary for LESSOR or LESSEE, as the case may be, to employ an attorney to protect its rights and interests or to enforce the terms and provisions of this LEASE or proceed under this LEASE in any particular, including a proceeding in the nature of a suit for declaratory judgment, then in any such event, the non-prevailing party will owe and pay to the prevailing party, all costs, including court costs and attorneys' fees, incurred or expended by the prevailing party in taking or defending such actions.

- 8.5 In the event of termination of this LEASE, at any time, prior to the natural expiration hereof, due to a breach by the LESSEES, then all of the right, estate and interest of the LESSEES in and under this LEASE shall cease and be held for naught without any compensation therefor unto the LESSEE.
  - 9. LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIENS.
- 9.1 The LESSEE shall never, under any circumstances, have the power to subject the interest of the LESSOR in the DEMISED PREMISES and the DEMISED PREMISES themselves to any mechanic's or materialman's lien or liens of any kind. Any mortgage lien or encumbrances granted by a tenant of LESSEE is not a lien upon the DEMISED PREMISES nor the tenant's rights thereto, nor upon any right, title or interest the LESSEE may have under this LONG-TERM LEASE. If any mechanic's liens or other liens are filed or asserted against the LESSOR'S interest in the DEMISED PREMISES or against the DEMISED PREMISES by virtue of any action of the LESSEE and/or any tenant of LESSEE, such party shall, within thirty (30) days from the filing thereof, cause such lien to be released from the LESSOR'S interest in the DEMISED PREMISES and as to the DEMISED PREMISES in the manner provided by the Statutes of the State of Florida.
- 10. INDEMNIFICATION. LESSEE agrees to and by these presents do indemnify and save harmless the LESSOR against any and all claims, debts, demands or obligations, including costs and attorneys' fees, which may be made against the LESSOR, or against the LESSOR'S title in the premises, arising by reason of or in

until a violation of its terms by LESSEE shall have continued for sixty (60) days after the LESSOR shall have given the LESSEE written notice of the violation and the LESSEE shall not have undertaken, during said sixty (60) day period, action to cure said violation. Nothing herein contained shall be construed as precluding the LESSOR from having any remedy necessary to preserve the LESSOR'S rights and interest in the DEMISED PREMISES and in this LEASE before the expiration of the notice period if the allowance of such grace period or the giving of such notice would prejudice or endanger LESSOR'S rights and interest in this LEASE and/or the DEMISED PREMISES.

- (b) All notice period shall run concurrently and not consecutively.
- (c) In the event one or more of LESSEE'S tenants violates any of the terms hereof, such violation shall not be deemed a violation of this LEASE by LESSEE such that LESSOR shall be entitled to cancel this lease but, rather, such violation shall only entitle LESSOR to take any necessary action, including the suspension of such individual violator's rights of use of the DEMISED PREMISES for reasonable periods of time, at LESSOR'S discretion. LESSEE agrees, however, to provide in its leases with its tenants, a provision declaring that a violation of LESSOR'S rules shall constitute a breach of such tenant's LEASE with LESSEE.
- 8.2 The various rights, powers, options, elections, privileges and remedies of the LESSOR in this LEASE shall be construed as cumulative, and no one shall be construed as being exclusive of another or exclusive of any rights or priorities provided by law.
- 8.3 The relationship between the parties hereto is that of landlord and tenant and, therefore, all statutory proceedings shall be available to LESSOR for recovery of possession of the premises in the event of breach by LESSEE except as herein specified to the contrary.
- 8.4 If, at any time, due to the failure of the LESSOR or LESSEE to keep and perform any covenant or agreement in this LEASE

connection with the making of this LEASE and/or the ownership by the LESSEE of the leasehold interest hereby created. If it becomes necessary for the LESSOR to defend any action seeking to impose any such liability, the LESSEES will pay to the LESSOR all costs of court and reasonable attorneys' fees incurred by the LESSOR in effecting such defense, plus any other sums which the LESSOR may be called upon to pay by reason of the entry of a judgment against the LESSOR in said litigation.

- 11. INSURANCE, TAXES, MAINTENANCE AND OPERATING EXPENSE.
- 11.1 INSURANCE. LESSEE is not and shall not be obligated or responsible for the payment of any premiums, costs or expenses in connection with the purchase and maintenance in force of any policies of insurance upon the demises premises. NOR SHALL LESSEE HAVE ANY RIGHTS UNDER SAID POLICIES.

  11.2 RECONSTRUCTION AND REPAIR. Lessee is not and shall not

be obligated or responsible for the reconstruction or repair of the demised premises.

11.3 TAXES. Lessee is not and shall not be obligated or responsible for the payment of any taxes imposed upon the DEMISED PREMISES, or the LESSOR'S interest therein. The term "TAXES", as used herein, shall include but shall not be limited to assessments, levies, and other charges, general and special, ordinary and extraordinary of whatever name, nature and kind, including any special assessments benefiting the DEMISED PREMISES in whole or in part which are or may be during the term of this LEASE levied, assessed, imposed and charged upon the DEMISED PREMISES, or upon the buildings and improvments now or hereafter to be built or made theron, and all of which may be levied, assessed, imposed, or charged upon the leasehold estate hereby created, and upon the reversionary estate in said premises during the term hereby granted.

11.4 UTILITIES. Lessee is not and shall not be obligated or responsible for the payment of any charges for utilities including deposits thereon serving the DEMISED PREMISES.

11.5 MAINTENANCE OF PREMISES. Lessee is not and shall not be obligated or responsible for the payment of any sums for

maintenance and repair of the DEMISED PREMISES or any improvements thereon, or any furniture, furnishings and equipment, or any tangible personal property therein or appurtenant thereto. The term "repair" as used herein shall include replacements or renewals.

- 11.6 LESSEE is not and shall not be responsible for the payment of any costs of operating the DEMISED PREMISES, which term shall include the payment of the salary of a manager, such assistants as the manager may need to properly operate the DEMISED PREMISES, including but not limited to, where applicable, or required, the cost of lifeguards, maintenance personnel, and security personnel, and the furnishing of janitorial supplies, pool cleaning chemicals and supplies and the like.
- 12. COVENANT TO QUIET ENJOYMENT. As long as LESSEE complies with all of the covenants and conditions herein, LESSEE shall have the use and enjoyment of the DEMISED PREMISES subject to the provisions of this LEASE.
- 13. NOTICES. Except as otherwise specifically provided for in this LEASE, all notices shall be given in writing and shall be delivered to the party concerned or mailed to the party concerned by certified or registered mail, return receipt requested, postage prepaid and addressed to the respective parties as stated herein. Notices to LESSEE shall be mailed or delivered to: Seymour A. Fine and Marvin B. Turk c/o Levy, Plisco, Perry, Shapiro, Kneen & Kingcade, P.A., Attention: J.A. Plisco, P.O. Box 1151, 120 North County Road, Palm Beach, Florida, 33480 or such other addresses as may be designated by Lessee from time to time. Notice to LESSOR shall be mailed or delivered to: The Nine-Eight Corporation and Contemporary Builders of Palm Beach, Inc., c/o McGee, Johnson, Jordan, Hutcheson & Young, P.A., Attention: Ronald E. Young, 2601 North 10th Avenue, Suite 314, Lake Worth, Florida 33461 or such other addresses as may be designated by Lessee from time to time.
- 14. AMENDMENT TO LEASE. This LEASE may not be amended except by agreement in writing, executed and acknowledged by the LESSOR and the LESSEE.

## 15. ACCESS EASEMENT.

- 15.1 The LESSOR and LESSEE do hereby declare that portion of the DEMISED PREMISES which forms the roadway around WATERWAY CLUB and the entrance drive thereto, more specifically described on EXHIBIT C attached hereto to be subject to a non-exclusive, perpetual and permanent easement and right-of-way for ingress and egress to WATERWAY CLUB reserved to the Lessee and Lessee's tenants for their use and the use of their immediate families, guests and invitees; and to the heirs, successors and assigns of all the parties hereto. It is specifically understood and agreed by the parties hereto that LESSOR may use such right-of-way in its further development and construction of WATERWAY CLUB and the lands contiguous thereto.
- 15.2 Lessee is not and shall not be responsible for the payment of any sums for the repair and maintainance of the said road and entrance way.
  - 16. MISCELLANEOUS PROVISIONS.
- 16.1 No waiver of a breach of any of the covenants contained in this LEASE will be construed to be a waiver of any succeeding breach of the same covenant.
- 16.2 Time is of the essence in every particular except where otherwise specified herein.
- 16.3 The terms, conditions, provisions, covenants and agreements set forth in this LEASE shall be binding upon and shall inure to the benefit of the LESSOR and LESSEE, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the DEMISED PREMISES.
- 16.4 If any term or provisions of this LEASE, or the application thereof shall to any extent be invalid or unenforceable, the remainder of this LEASE or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each term and provision of this LEASE shall be valid and enforced to the fullest extent permitted by law.
- 16.5 This LEASE is to be construed in accordance with the laws of the State of Florida.

16.6 Reference to any paragraph hereof shall include all subparagraphs thereof unless the context requires otherwise.

16.7 LESSEE shall not do or suffer any waste or damage to the DEMISED PREMISES.

16.8 Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

16.9 The captions and titles contained in this LEASE are for convenience and reference only and in no way define, limit, or describe the scope or intent of this LEASE, or any part thereof, nor shall the same in any way affect this LEASE.

16.10 This instrument constitutes the entire LEASE agreement between the parties hereto as of the date of execution. No party hereto has been induced by any other by representations, promises or understandings not expressed herein, and there are no stipulations, promises or understandings whatsoever in any way touching the subject matter of this instrument which are not expressly contained herein.

16.11 The LESSOR covenants that it will, so long as the LESSEES shall continue to observe the terms of this LEASE, keep all mortgages executed by it and encumbering the DEMISED PREMISES in good standing and pay promptly all sums required to be paid on any such mortgage.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this  $31^{\frac{5}{2}}$  day of Decamber, 1979.

Secretary (SEAL)

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(SEAL)

herlig Vaughan BEACH BEACH

as to Contemporary Builders of Palm Beach, Inc. By July

(LESSOR)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared SEYMOUR A. FINE and MARVIN B. TURK to me well known to be the individuals described in and who executed the foregoing instrument and that said instrument is their free act and deed.

WITNESS my hand and official seal, at the State and County aforesaid, this 3/1 day of seal, 1979.

My commission expires:

My Commission Expuses Tebruary 5, 1983

NOTARY PUBLIC State of Florida at Large

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared to me known to be the individuals described in and who executed the foregoing instrument as President and Secretary of THE NINE-EIGHT TWO CORPORATION, a Florida Corporation, and they acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed by the LESSOR CORPORATION is the Corporate Seal of said Corporation and was affixed therto by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation, for the purpose therein expressed.

WITNESS my hand and officed seal, at the State and County aforesaid, this 3/st day of Accember, 1979.

My commission expires, 1983

NOTARY PUBLIC State of Floria

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME the undersigned authority, personally appeared and to me known to be the individuals described in and who executed the foregoing instrument as President and Secretary of CONTEMPORARY BUILDERS OF PALM BEACH, INC., a Florida Corporation, and they acknowledged before me that they executed such instrument as such officers of said Corporation, and that the Seal affixed by the LESSOR CORPORATION is the Corporate Seal of said Corporation and was affixed therto by due and regular Corporate authority, and

that said instrument is the free act and deed of said Corporation, for the purpose therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 3/st day of funder, 1979.

My commission expires:

My Commission Expires Tebruary 5, 1983

NOTARY PUBLIC (SEAL)

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EXHIBIT A TO LONG TERM LEASE BETWEEN THE NINE-EIGHT TWO CORPORATION AND CON-TEMPORARY BUILDERS OF PALM BEACH, INC., AS LESSORS, AND SEYMOUR A. FINE AND MARVIN B. TURK D/B/A WATERWAY CLUB, A JOINT VENTURE, AS LESSEES

A parcel of land in the North 396.2 feet of Government Lot 3, Section 34, Township 44 South, Range 43 East, Palm Beach County, Florida; being specifically. described as follows:

Commencing at the intersection of the South line of the North 396.2 feet of said Government Lot 3 with the Easterly right of way line of Federal Highway as now laid out and in use; Thence, on an assumed bearing of due East along the said South line of the

North 396.2 feet of Government Lot 3 (all other bearings relative thereto), a distance of 4.0 feet;

Thence, due North, a distance of 20.0 feet to the POINT OF BEGINNING.

Thence, due North, a distance of 133.0 feet to a point of curvature of a curve to the left having a radius of 20.0 feet and a central angle of 90°-00'-00";

Thence, Northwesterly along the arc of said curve, a distance of 31.42 to the point of tangency;

Thence, due West, a distance of 3.52 feet to a point of curvature of a curve to the left having a radius of 25.0 feet and a central angle of 30°-16'-26";

Thence, Westerly, along the arc of said curve, a distance of 13.21 feet to a point on the East right of way line of Federal Highway; said right of way being a curve concave to the East having a radius of 2839.0 feet and a central angle of 01°-09'-55";

Thence, Northerly along the arc of said curve, a distance of 57.74 feet to a point; said point being on a curve concave to the Northeast having a radius of 25.0 feet and a central angle of 31°-21'-14"; Thence, Southeasterly, along the arc of said curve, a distance of 13.68 feet to the point of tangency;

Thence, due East, a distance of 11.90 feet to a point of curvature of a curve to the left having a radius of 20.0 feet and a central angle of 90°-00'-00";

Thence, Northeasterly along the arc of said curve, a distance of 31.42 feet to the point of tangency;

Thence, due North, a distance of 133.20 feet; Thence, due East, a distance of 1144.0 feet;

Thence, due South, a distance of 22.0 feet;

Thence, due West, a distance of 1102.0 feet to a point of curvature of a curve to the left having a radius of 20.0 feet and a central angle of 90°-00'-00";

Thence, Southwesterly, along the arc of said curve, a distance of 31.42 feet to the point of tangency;

Thence, due South, a distance of 272.2 feet to a point of curvature of a curve to the left having a radius of 20.0 feet and a central angle of 90°-00'-00";

Thence Southeasterly, along the arc of said curve, a distance of 31.42 feet to the point of tangency;

Thence, due East, a distance of 500.99 feet; Thence, North 51°-13'-34" East, a distance of 19.24 feet;

Thence, due North, a distance of 71.25 feet;

Thence, North 67°-01'-18" West, a distance of 121.16 feet; Thence, due West, a distance of 144.03 feet; Thence, South 60°-00'-00" West, a distance of 48.51 feet;

Thence, North 68°-00'-00" West, a distance of 70.09 feet; Thence, due West, a distance of 93.41 feet;

Thence, due North, a distance of 43.88 feet;

Thence, due East, a distance of 119.92 feet; Thence, North 45°-00'-00" East, a distance of 52.68 feet;

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B3204 PIII

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Thence, due East, a distance of 26.5 feet;
Thence, South 45°-00'-00" East, a distance of 52.68 feet;
Thence, due East, a distance of 157.0 feet;
  Thence, due North, a distance of 27.25 feet;
  Thence, due East, a distance of 91.0 feet;
 Thence, due Edst, a distance of 27.25 feet;
Thence, due East, a distance of 151.77 feet;
Thence, due East, a distance of 151.77 feet;
Thence, North 77°-00'-00" East, a distance of 57.63 feet;
Thence, North 51°-13'-34" East, a distance of 95.65 feet to a point of curvature of a curve to the left having a radius of 41.72 feet and a central angle of 51°-13'-34";
 Thence, Northeasterly, along the arc of said curve, a distance of 37.3
 feet to the point of tangency;
 Thence, due North, a distance of 30.33 feet;
 Thence, due East, a distance of 50.00 feet;
 Thence, due South, a distance of 32.81 feet;
Thence, South 50°-00'-00" West, a distance of 20.73 feet;
Thence, South 30'-00'-00' West, a distance of 20.73 feet;
Thence, due South, 45°-00'-00" East, a distance of 37,43 feet;
Thence, due East, a distance of 252.96 feet;
Thence, North 45°-00'-00" East, a distance of 44.42 feet;
Thence, South 10°-17'-00" East, a distance of 77.82 feet;
Thence, South 23°-43'-49" East, a distance of 44.53 feet;
Thence, North 56°-00'-00" West, a distance of 55.31 feet;
Thence, North 56°-00'-00" West, a distance of 55.31 feet; Thence, due West, a distance of 199.96 feet; Thence, South 64°-11'-04" West, a distance of 49.92 feet; Thence, North 65°-19'-49" West, a distance of 94.52 feet; Thence, North 82°-00'-00" West, a distance of 85.67 feet;
Thence, North 82°-00'-00" West, a distance of 85.67 feet.
Thence, South 50°-00'-00" West, a distance of 30.92 feet;
Thence, due South, a distance of 126.43 feet;
Thence, due West, a distance of 2.69 feet;
Thence, due South, a distance of 20.00 feet;
Thence, due East, a distance of 431.14 feet;
Thence, due South, a distance of 22.0 feet;
Thence, due West, a distance of 561.14 feet;
Thence, due South, a distance of 20.0 feet to a point on the South line of the North 396.2 feet of said Government Lot 3;
Thence, due West, along said South line, a distance of 171.86 feet;
Thence, due North, a distance of 20.0 feet;
Thence, due West, a distance of 456.0 feet to the POINT OF BEGINNING.
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EXHIBIT B TO LONG TERM LEASE BETWEEN THE NINE-EIGHT TWO CORPORATION AND CONTEMPORARY BUILDERS OF PALM BEACH, INC., AS LESSORS, AND SEYMOUR A. FINE AND MARVIN B. TURK D/B/A WATERVAY CLUB, A JOINT VENTURE, AS LESSEES

A parcel of land being part of the North 396.20 feet of Government Lot 3, Section 34, Township 44 South, Range 43 East, Palm Beach County, Florida lying East of Federal highway being more particularly described as follows:

Commencing at the intersection of the South line of the North 396.20 feet of said Government Lot 3 with the Easterly right of way line of Federal Highway as now laid out and in use;

Thence, on an assumed bearing of due East, along the South line of the North 396.20 feet of said Government Lot 3, (all other bearings relative thereto), a distance of 4.00 feet to the POINT OF BEGINNING.

Thence, due North, a distance of 196.60 feet;
Thence, due East, a distance of 102.00 feet;
Thence, due South, a distance of 22.00 feet;
Thence, due East, a distance of 93.41 feet;
Thence, South 68°-00'-00" East, a distance of 70.09 feet;
Thence, North 60°-00'-00" East, a distance of 48.51 feet;
Thence, due East, a distance of 20.00 feet;
Thence, due East, a distance of 110.60 feet;
Thence, due West, a distance of 110.60 feet;
Thence, due West, a distance of 20.00 feet;
Thence, due West, a distance of 20.00 feet;
Thence, due West, a distance of 42.00 feet, to the South line of the North 396.20 feet of said Government Lot 3;
Thence, due West, along said South line, a distance of 191.00 feet to the POINT OF BEGINNING.
EING, THEREFROM, the following described portion of demised premises:

LESSING, THEREFROM, the following described portion of demised premises; Beginning at the Northwest corner of the above described parcel of land; Thence, due East, a distance of 22.00 feet;

Thence, due South, a distance of 134.60 feet;

Thence, Southerly and Easterly, along the arc of a curve concave to the Northeast, having a central angle of 90°-00'-00", a radius of 20.00 feet, a distance of 31.42 feet;

Thence, due East, a distance of 149.00 feet; Thence, due South, a distance of 22.00 feet;

Thence, due West, a distance of 191.00 feet;

Thence, due North, a distance of 176.60 feet to the POINT OF BEGINNING.

SUBJECT TO a Florida Power and Light Easement over the South 12.0 feet of the West 191.00 feet.

ALSO, SUBJECT TO a waterline easement over the North 10.00 feet of the South 55.00 feet of the West 302.74 feet.

