

BEST COPY

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NINETY-NINE YEAR LEASE

THIS LEASE made June 1, 1958, by and between:

LEO MAJOR and JULIA NICOLAOU MAJOR,
husband and wife, hereinafter
called "Lessors"

and

THE OCEAN SUNRISE, INC., a Florida
corporation, hereinafter called
"Lessee"

WITNESSETH:

That in consideration of the covenants and agreements
hereinafter mentioned and to be performed by the respective
parties hereto, and the payment of the rental hereinafter desig-
nated to be paid by the Lessee in accordance with the provisions
of this lease, the Lessors have leased, rented, let and demised,
and by these presents do lease, rent, let and demise unto said
Lessee, its successors and assigns, the following described
property, situate in Broward County, Florida:

Lots 12 and 13 in Block 3 of SUNRISE,
according to the plat thereof;
recorded in Plat Book 28, Page 42,
of the public records of Broward
County, Florida

SUBJECT TO: Taxes for 1959; Easement for public utilities over
the rear eight feet of each lot; and Restrictive covenants in
deed recorded in Deed Book 775, Page 8, of the public records of
Broward County, Florida.

TO HAVE AND TO HOLD the above-described premises,
together with all and singular the tenements, hereditaments, and
appurtenances thereunto belonging, or in anywise incident or
appertaining, together with rents, issues and profits thereof
(save and except the rents and other amounts due to Lessors by
Lessee herein), unto said Lessee for the term of ninety-nine (99)
years, as hereinafter defined.

This lease is approved by Francis K. Buckley,
Attorney, Fort Lauderdale, Florida. This
endorsement is made pursuant to Paragraph
9(e) of Purchase Agreement and Escrow
Receipt with First National Bank in Fort
Lauderdale.
Dated at Fort Lauderdale this 17th day
of June 1958.

Francis K. Buckley

FRANCIS K. BUCKLEY
Lawyer
211 S. E. 1st Street
Fort Lauderdale, Fla.

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THE TERMS, CONDITIONS AND COVENANTS OF THIS LEASE ARE,
AS FOLLOWS:

1. Term: This lease shall begin at 12:01 o'clock A.M. on the 1st day of March, A.D. 1958, and continue for ninety-nine (99) years thereafter, up to 12:00 o'clock P.M. on February 28, 2057, unless sooner terminated as herein provided.

2. Possession: Possession of the leased premises will be delivered to Lessee on the date of this lease.

3. Title, Quiet Enjoyment, Survey: Lessors covenant that, if Lessee fulfills its obligations herein, it will have quiet enjoyment of demised premises. Lessors have furnished to the Lessee an abstract of title covering the leased premises, continued to a date subsequent to June 1, 1958. Lessee has made such examination of said abstract as it desires and will accept the title to the premises in its present condition. Lessee will, at its own expense, procure a survey of the leased premises, if it desires such survey.

4. Rental: Lessee hereby covenants with Lessors to pay, without demand, to Lessors, at such place as they from time to time designate in writing, the following sums of money as rent for the use of the leased premises:

Five Thousand Six Hundred Sixteen Dollars (\$5,616.00) per year in equal quarterly installments of One Thousand Four Hundred Four Dollars (\$1,404.00) commencing January 1, 1959 and continuing on the first day of each April, July, October, and January thereafter, up to and including January 1, 2057 (the last payment being, however, for the sum of Nine Hundred Thirty-six Dollars (\$936.00)).

The Lessors hereby waive rent under this lease up through December 31, 1958.

5. Taxes: As part consideration for this lease and in addition to the rent hereinbefore provided, the Lessee shall, for the year 1959 and during the entire term thereafter of this lease, pay to the public officers charged with the collection thereof, promptly as the same become due, and not later than thirty (30)

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days before any penalty is added thereto or imposed thereon because of non-payment, all taxes, assessments, levies, licenses, excises, franchises, imposts, penalties and charges, general and special, ordinary and extraordinary, of whatever name, nature and kind, which are now or may hereafter be levied, assessed, charged or imposed which are or may become a lien (whether by Federal, State, City, County, or other public authority) upon this lease, the above-described premises, the use or occupation thereof, the buildings and improvements now or hereafter situated thereon, or upon the owners or occupants in respect thereof.

As to the taxes and assessments, the Lessee shall, upon demand of Lessors, fifteen (15) days before any penalty is added thereto or imposed thereon, furnish to the Lessors, for inspection and such use as may be proper in protecting the estate and interest of the Lessors in said premises, receipts from the pertinent governmental bodies, showing that said taxes have been paid.

All property taxes levied and assessed against the leased premises for the year 1958 and prior years shall be paid by the Lessors, and any and all pending or certified liens or assessments on said lands at time of execution hereof shall be paid by Lessors.

If the Lessee shall in good faith desire to contest the validity of such taxes, assessments or other charges covered by this paragraph or section of this lease, it shall have the right to do so, provided it shall, if taxes become delinquent thereby, give to the Lessors a bond in twice the amount involved, conditioned upon the payment of such taxes, assessments or charges in case the Lessee is defeated in such contest, or it shall deposit with the Lessors a sum of money equal to one hundred twenty per cent (120%) of such charge.

6. Utility Charges: The Lessee agrees and covenants to pay all utility charges, including, but not limited to, water, gas and electricity used on or about the said premises, and to pay the same monthly or as they shall become due.

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7. Compliance with Regulations of Public Bodies: The Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property, in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public.

8. Lawful Use of Premises: Lessee further covenants and agrees that said premises and all buildings and improvements thereon, during the term of this lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use or suffer anyone to use said premises or buildings for any purpose in violation of the laws of the United States, the State of Florida, Broward County, Florida, or the ordinances and regulations of any municipality in which the premises may be situated. Said Lessee covenants and agrees to save said Lessors harmless from every such violation.

9. Lien Created by Lessee: The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessors in and to the land covered by this lease, and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or remission of said Lessee, which lien shall be superior to the lien in this lease reserved to the Lessors upon the leased premises. All persons contracting with said Lessee, or furnishing materials or labor to said Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this lease. Should any such lien be filed, Lessee shall, within fifteen (15) days, discharge the same by paying the same or by filing a bond or otherwise, as permitted by law.

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10. ~~Indemnification Against Claims~~ Lessee shall indemnify and save harmless the said Lessors from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this lease, for any personal injury, loss of life and/or damage to property sustained in, or about, the demised premises, or the buildings and improvements thereof, or the appurtenances thereto, or upon the adjacent sidewalks, or streets, and from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action, or proceedings, brought thereon, and from and against any orders, judgments and/or decrees, which may be entered therein.

11. Indemnification Against Costs and Charges: In the event the Lessors are compelled to incur any expense in collecting any sum of money due under this lease for rent, or otherwise, or, in the event suit shall be brought by the Lessors for the purpose of evicting or ejecting the Lessee from the leased premises, or if suit be brought by the Lessors for the purpose of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof, or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and agrees to pay to Lessors all expenses and costs of litigation, including a reasonable attorney's fee for the Lessors' attorney, provided such suit terminates in favor of Lessors. Any sum due under the terms and provisions of this paragraph shall constitute a lien against the interest of the Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property. The liability of the Lessee herein shall be effective immediately upon the happening of any breach, violation, or default in this lease, and it shall not be required that the benefits and remedies available by this paragraph to the Lessors

shall require any notice to Lessee.

12. Acceptance of Premises. It is further covenanted and agreed that the Lessee, in acquiring this lease, has done so as the result of a personal inspection of the premises by its duly authorized representatives, and that no oral representations of any kind or nature whatsoever have been made by the Lessors, and that only the terms of this lease are to be binding upon the Lessors and the Lessee.

13. Insurance: Lessee will at all times maintain owners', landlords' and tenants' public liability insurance with a coverage for one person of not less than \$100,000.00 and with coverage of not less than \$300,000.00 for more than one person. The policy or policies to effect same shall be so drawn and shall contain such provisions as will protect both the Lessors and the Lessee as their respective interests may appear. Such policy or policies, or copies thereof, will be delivered by the Lessee to the Lessors and will be renewed from time to time so that at all times the insurance protection herein provided for shall continuously exist.

During the term of this lease, Lessee shall maintain, at Lessee's cost, in an insurance company or companies of recognized standing and approved by Lessors, fire and extended coverage insurance to the extent of the full insurable value of the improvements now situated or which hereafter may be situated on the above-described real property. The Lessee shall deliver to the Lessors the original insurance policy or policies and all renewals thereof, as above required, and the Lessors shall have the right to retain said original policy or policies.

14. Assignment of Lessee's Interest: Lessee's interest in this lease shall be freely transferable and assignable, provided that, at the time of any such transfer and assignment and as often as the same may be made, there has been no default by the Lessee hereunder and this lease is in good standing, and provided further that said assignment is evidenced by an instrument in writing, which, among other things, shall provide that the assignee

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shall expressly accept and assume all the terms and covenants in this lease agreement contained, to be kept and performed by Lessee, duly executed and acknowledged by both assignor and assignee and duly recorded in the office of the Clerk of the Circuit Court of Broward County, Florida, and a duplicate original of said instrument of assignment is immediately forwarded to the Lessors by certified or registered mail; provided, however, in no event shall any such assignment release the Lessee from any of its obligations hereunder without the written consent of the Lessors.

15. Transfer of Lessors' Interest: Lessors shall have the right to sell, mortgage, or otherwise dispose of, the underlying fee in this property, subject to the terms and conditions of this lease, and shall have the right to mortgage or assign to others their right to receive money and other things of value accruing to them by reason of this lease.

16. Forfeiture: If the Lessee shall fail to keep and perform any of the covenants, conditions and agreements herein provided to be performed by said Lessee, and such default shall continue for a period of sixty (60) days from the date of Lessors' giving to Lessee written notice, as hereinafter provided, of the existence of such breach, the Lessors shall have the right to treat such default as intentional, inexcusable, and thereupon, at the expiration of the 90-day period after notice to Lessee, as above provided, the Lessors, by notice in writing transmitted to the Lessee as herein provided for, may at their option declare this lease ended and without further force and effect. Thereupon, the Lessors are authorized to re-enter and repossess the leased premises and the buildings and improvements thereon, either with or without legal process, and the Lessee does, in such event, hereby waive any demand for possession of said property, and agrees to surrender and deliver up said leased premises and property peaceably to said Lessors. In the event of such forfeiture, the Lessee shall have no claim whatsoever against the Lessors.

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17. Remedies Cumulative: All remedies herein for the enforcement by Lessors of the Lessee's obligations are cumulative of, and not in derogation of, all other legal and equitable remedies available to Lessors; provided, however, that if any statutory or other remedy provides a shorter notice period than sixty days, notice between the parties to this lease shall never be less than sixty days.

18. Maintenance and Repair of Property: The Lessee agrees that it will, at its own expense, keep and maintain the buildings and improvements which may at any time be situated on said demised premises during the term of this lease and all appurtenances thereunto belonging or appertaining, including, but not limited to, all fire escapes, elevators, sidewalks, steps, including both the interior and exterior of the buildings, in good and substantial condition and repair and in a clear and sanitary condition, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks and streets in front of and around such buildings, in conformity to and in compliance with all existing and future statutes, laws, orders, ordinances, rulings and regulations applicable thereto, of the City of Fort Lauderdale, County of Broward, State of Florida, the United States, and any other lawful authority having jurisdiction thereof, and will protect and indemnify forever, save and keep harmless the Lessors from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants and stipulations in this lease contained, or occasioned or arising by or out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks or streets adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

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19. Lessee Not Agent: Nothing herein contained shall authorize the Lessee to do any act or make any contract which in any manner shall affect the estate or interest of the Lessors in said premises, or in the buildings or improvements hereinafter situated thereon.

20. Non-Waiver: The waiver of any breach of any covenant, condition, or stipulation herein contained shall not be taken to be a waiver of any subsequent breach of the same, or any other, covenant, condition or stipulation, and the acceptance of rent during any period in which the Lessee may be in default shall not be deemed to be a waiver of such default.

21. Notice: Notices, demands and communications hereunder to the Lessee or to the Lessors shall be served, or given, by United States certified or registered mail, return-receipt requested, and, if intended for the Lessee, the same shall be addressed to the Lessee at:

The Ocean Sunrise, Inc.
2400 N. E. 9th Street
Fort Lauderdale, Florida

and, if intended for the Lessors, the same shall be addressed to the Lessors at:

Leo Major and Julia Nicolaou Major
for deposit to their account
American National Bank
Fort Lauderdale, Florida

in writing, or to such other addresses as are hereafter designated by either party, or their successors in interest, sent by United States registered or certified mail, as aforesaid, to such designated addresses. All such notices shall be effective upon posting in Florida.

22. Time is of the Essence: Time of performance by the Lessee of each and every provision and covenant herein contained is and shall be forever construed as of the very essence of this lease.

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23. Eminent Domain: In the event of the taking of any portion or all of said lands, the Lessors shall receive all sums awarded for the taking of the remainder fee title to the lands and the Lessee shall receive all sums paid for damage to all improvements and to the leasehold interest of Lessee in said premises and improvements thereon.

24. Final Repository: This instrument constitutes the final repository of the agreement between the parties relating thereto.

Reference herein to Lessors shall include their heirs, personal representatives and assigns. Reference herein to Lessee shall include its successors and assigns.

IN WITNESS WHEREOF, the Lessors and the Lessee have hereunto caused this instrument to be executed the day and year above written.

Camilla A. Pickens
Witnesses as to Lessors

Leo Major (SEAL)
LEO MAJOR
Julia Nicolaou Major (SEAL)
JULIA NICOLAOU MAJOR
LESSORS

Camilla A. Pickens
Witnesses as to Lessee

THE OCEAN SUNRISE, INC.
By *Leo Major*
Attest: *Francis K. Buckley*
Secretary
LESSEE

STATE OF FLORIDA
COUNTY OF BROWARD

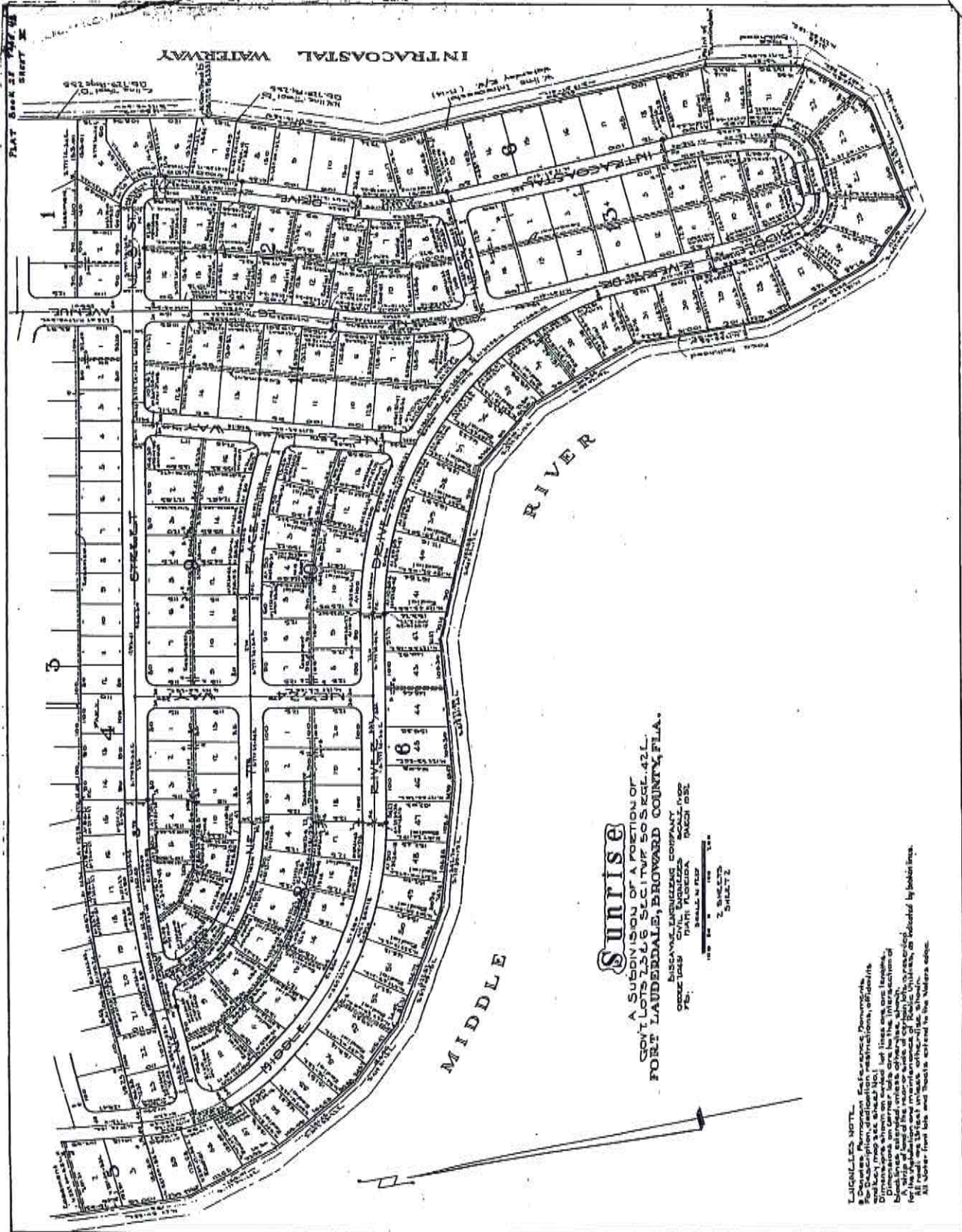
RECORDED IN OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

I HEREBY CERTIFY that on this 17th day of June 1958, before me personally appeared LEO MAJOR and JULIA NICOLAOU MAJOR, husband and wife, and LEO MAJOR, as President and FRANCIS K. BUCKLEY, as Secretary of THE OCEAN SUNRISE, INC., known to me to be the persons described in the foregoing instrument, and they acknowledged before me the execution of the above instrument.

WITNESS my signature and official seal at Fort Lauderdale, Broward County, Florida.

Camilla A. Pickens
Notary Public, State of Florida at Large
My Commission Expires Dec. 31, 1958

FLAT BOOK 27 747 W
SHEET 2



Sunrise

A SUBDIVISION OF A PORTION OF
CONV. LOTS 15156 S. CITY OF 50 S. RGL. 42 L.
FORT LAUDERDALE, BROWARD COUNTY, FLA.

DISCOUNT ENGINEERING COMPANY
CORPORATE OFFICE
FORT LAUDERDALE, FLA.
DESIGNED BY
D. J. ALLEN
D. J. ALLEN

SCALE 1" = 100'
2 SHEETS
SHEET 2

LEGEND

1. Shows the location of the proposed subdivision.
2. Shows the location of the proposed subdivision.
3. Shows the location of the proposed subdivision.
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