

## **IRRIGATION WELL LEASE**

THIS LEASE AGREEMENT ("Lease") is entered into effective this 8<sup>th</sup> day of August, 2002, by and between **TREE TOPS I, LLC**, a Florida Limited Liability Company, whose address is 10720 Montague St., Tampa, FL 33626, hereinafter referred to as the "Lessor"; and **TREE TOPS NEIGHBORHOOD ASSOCIATION, INC.**, a Florida Corporation, whose address is 10720 Montague St., Tampa, FL 33626, hereinafter referred to as the "Lessee":

### **WITNESSETH:**

WHEREAS, the Lessor, as the "Declarant" in the Declaration of Covenants, Restrictions and Easements for Tree Tops Neighborhood (the "Declaration"), is and has been leasing to the Lessee, as the "Association", an irrigation well and system for the irrigation of the "Neighborhood", and the Lessor and Lessee desire to formalize and memorialize such lease, and desire to enter into such lease pursuant to Article XIV of the Declaration.

NOW, THEREFORE, for and in consideration of \$10.00, the rents to be paid pursuant to this Lease, and the terms, conditions, covenants and agreements set forth in this Lease, the Lessor and Lessee hereby agree as follows:

1. **LEASE.** The Lessee hereby leases from the Lessor, and the Lessor does hereby lease and demise unto the Lessee, subject to the terms and conditions in this Lease, the following:

- (a) **Well Parcel.** A parcel of real property (the "Well Parcel") located in Hillsborough County, Florida, and legally described as follows:

**See Exhibit "A" which is attached hereto  
and incorporated herein by reference**

on which is located a water well;

- (b) **Easements.** Lessor's right to use and utilize, to the same extent as Lessor: (i) any and all existing and future easements, including without limitation easements for irrigation, irrigation pipes and/or access to the Well Parcel, which are appurtenant to, and/or for the benefit of, said Well Parcel and/or the Lessor for irrigation;(ii) any and all easements on, over, across and/or under the "Subdivision" (as defined below) which were and/or granted, retained and/or created for the purposes of irrigation, irrigation equipment and/or irrigation pipes, and/or were/are for the benefit of the Well Parcel, including, without limitation, the easements granted and/or created in section 3.6 of the Covenants, and the easements granted to the Lessor in the deed to the Lessor for the Well Parcel, dated January 9, 2004, on, over and under the real property legally described in **Exhibit "B"**, which is attached hereto and incorporated herein by reference. Lessee's use of such easements shall be non-exclusive; and

- (c) Well Equipment. The well, well pump, and well equipment now and hereafter located on the Well Parcel, as well as the pipes, valves and other equipment in the common areas and easements of the Tree Tops Subdivision (as it now exists and as it may exist in the future) which are part of the irrigation system,

all of which is collectively referred to herein as the "Leased Property" (as further defined below), and all of which is solely for the purpose of supplying non-potable irrigation water to:

- (i) The Tree Tops Subdivision, as it now exists and as it may exist in the future, including the lots and common areas therein, and including the lands described in, and any lands previously and hereafter annexed into, the Declaration of Covenants, Restrictions And Easements For Tree Tops Neighborhood (the "Covenants") which was recorded on or about September 6, 2002, at O.R. Book 11914, Page 1443, of the Public Records of Hillsborough County, Florida, and including the real property contained within any plat for Tree Tops North subdivision (and all phases thereof), and including any land now and hereafter owned by Tree Tops II, LLC, a Florida Limited Liability Company (all of the foregoing hereinafter collectively referred to as the "Subdivision"); and
- (ii) Any and all real property abutting or adjacent to any part of the Subdivision which is now or in the future owned in whole or in part by the Brown Qualified Personal Residence Trust dated March 31, 1996, Tom Fairfield Brown, Sr., Katherine C. Brown, any trust or other entity in which Tom Fairfield Brown, Sr. and/or Katherine C. Brown are a beneficiary and/or a trustee, and/or any person related by blood or marriage to Tom Fairfield Brown, Sr. and/or Katherine C. Brown (hereinafter collectively referred to as the "Brown Property").

It is further agreed and acknowledged that the Leased Property is leased by the Lessee from the Lessor on an "**AS-IS" WHERE-IS BASIS, WITH NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.** No guarantee or warranty whatsoever is made that the Leased Property will provide any irrigation water, nor any specific volume, pressure or amount of irrigation water, nor the potability or content of any irrigation water, nor that irrigation water is now or will be in the future available from the Leased Property.

The "Leased Property", as defined above, shall also mean and include any and all wells, pumps, pipes, electronics, switches, valves, equipment and any other property which is installed and/or used by the Lessee, now and/or in the future, in connection with the Leased Property, the Well Parcel, the well, and the irrigation system to which the well is connected. Any of the foregoing that are installed or incorporated into the Leased Property, the Well Parcel, the well and/or such irrigation system after the Commencement Date of this Lease shall be and become the sole property of the Lessor, without any consideration payable by the Lessor to the Lessee, and shall also be and become "Leased Property" pursuant to this Lease.

2. **TERM.** The Leased Property is hereby leased by Lessor to Lessee for a term of ten (10) years, from the Commencement Date, subject to earlier termination by the Lessor pursuant to the other terms of this Lease. The term of this Lease shall be deemed to have commenced (the "Commencement Date") on August 8, 2002.

Notwithstanding the foregoing, the Lessor may, on any date which is at least five (5) years after the Commencement Date, notify the Lessee that the Lessor elects to terminate the term of this Lease, and the effective date of such termination. In the event that notice is given to the Lessee, the term of this Lease shall then be and become, and shall end on, the effective date of termination set forth in such notice, which date may not be less than 1 year from the date of the notice to Lessee. If no date of termination is expressed in that notice, then the termination of the term of this Lease shall be one (1) year after the date of that notice.

3. **RENT.**

(a) **Base Rent.** The Lessee shall pay to the Lessor, as Base Rent for the Leased Property, a sum equal to the following (subject to increase as set forth below):

- (i) \$300.00 per month (\$3,600.00 annually) for the common areas in the Subdivision and the Brown Property; plus
- (ii) \$20.00 per month (\$240.00 annually) per Lot, from and after the date when any Lot in the Subdivision is sold by the developer to any owner or builder.

Such Base Rent shall be due and payable in advance, in annual installments, and without any demand or notice by Lessor. The annual installments of Base Rent shall cover the period from July 1<sup>st</sup> of each year, through June 30<sup>th</sup> of the following year. Notwithstanding the foregoing, the first Base Rent installment, which shall be due within thirty (30) days after the Commencement Date, shall include the period from the Commencement Date through June 30, 2003. Thereafter, the annual Base Rent shall be due, owing and payable on July 1<sup>st</sup> of each calendar year during the term of this Lease. In the event a Lot is sold by the developer to any owner or builder after July 1<sup>st</sup> of any year, the Base Rent for such Lot shall begin to accrue upon the date of sale of such Lot, and the Lessee shall remit to the Lessor, within thirty (30) days after that Lot sale, prorated Base Rent for that Lot for the remainder of the Lease year, which ends on June 30<sup>th</sup> of the following calendar year. There shall be a grace period of thirty (30) days for payment of the annual installment of Base Rent.

(b) **Annual Adjustment of Base Rent.** On July 1<sup>st</sup> each year, the Base Rent shall increase by a sum equal to five percent (5%) of the prior Lease year's Base Rent (including any prior annual increases). That increase in Base Rent shall be applicable to the lease year commencing upon that date, and shall be included with the annual installment of Base Rent due on the date of that increase.

(c) Late Charge. If Lessee fails to pay any Base Rent, any additional rent, and/or any other sum when due under this Lease, then Lessee shall pay, and Lessor shall be entitled to receive, a late payment service charge, in addition to any interest charge due hereunder, to cover administrative and overhead expenses incurred by Lessor. The parties hereto stipulate and agree that the late payment service charge shall be equal to five percent (5%) of the past due rent or other sum. Only one such late charge shall be collected for each past due sum.

(d) Returned Check Charge. If the Lessee pays any rent or any other sum due under this Lease by check and such check is refused or returned for insufficient funds, then the Lessee shall pay the Lessor a processing fee of \$25.00 per returned or refused check.

(e) Additional Rent. In addition to Base Rent, all other payments and sums owed by the Lessee to the Lessor pursuant to this Lease shall be deemed to be and shall be additional rent for the use and possession of the Leased Property. Unless otherwise provided, additional rent shall be due and payable upon demand, together with all applicable sales tax, if any.

(f) Independent Covenants. The covenants to pay Base Rent and additional rent are independent of any other terms, covenants, conditions, provisions and agreements contained in this Lease.

(g) Rent Payable Without Deduction. All rent (including Base Rent and any additional rent) due under this Lease shall be paid in full as and when due by the Lessee to the Lessor, and without any abatement, reduction, deduction, recoupment, offset, suspension, deferment, escrow, diminution or setoff, for any reason whatsoever, including, without limitation, any alleged act, omission or breach by the Lessor. Rent shall be paid to Lessor at Lessor's address as set forth above, unless Lessor notifies Lessee of another address in writing. The acceptance by Lessor of monies from the Lessee as rent or other sums shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due, nor shall it be deemed a waiver by Lessor of any right or claim to additional or further rent or other sums due.

(h) Interest on Past Due Rent. All delinquent Base Rent and additional rent shall bear interest at the rate of Twelve Percent (12%) per annum, from the due date until paid.

4. **POSSESSION**. Lessee shall have the right to possession of the Leased Property during the term hereof, subject, to the terms, covenants and conditions of this Lease, and subject to the rights of the Lessor pursuant to this Lease. The Lessor reserves the right to joint use and utilization of any and all easements which are part of the Leased Property.

5. **USE OF LEASED PROPERTY RESTRICTIONS AND PROHIBITIONS**. The Leased Property, and the water derived therefrom, shall be used by Lessee solely for the purpose of obtaining and supplying non-potable irrigation water to the Subdivision and the Brown Property, and for no other purpose whatsoever without the express prior written

consent of the Lessor, which may be withheld for any reason whatsoever. In no event shall the Lessee use the Leased Property, or any water obtained therefrom, for any commercial or retail use. Lessee shall, at its own cost and expense, obtain, renew and keep in full force and effect, any and all governmental licenses, permits and approvals necessary to operate the Leased Property and to use and obtain water therefrom.

The Lessee shall not use or occupy the Leased Property, or permit the use or occupancy of the Leased Property, or any water obtained therefrom, in any manner which: (a) is unlawful or in violation of any applicable local, state or federal governmental (or quasi-governmental) requirement, rule, order, permit, code, ordinance or law; (b) may be dangerous to persons or property; (c) may invalidate any insurance policy held by the Lessor or cause an increase in the premiums for any such insurance policy; (d) may create a nuisance or disturb the Lessor or any Owner in the Subdivision or of the Brown Property; (e) violates any rules and/or regulations imposed by the Lessor pursuant to this Lease; or (f) violates any covenant, restriction of record, zoning regulation, or any land use restriction, code or ordinance.

Any water obtained from the well on any portion of the Leased Property shall be used solely for irrigation purposes for the Subdivision and the Brown Property, and is not warranted or represented to be potable or to comply with any health standards. Such water may not be used for drinking, bathing, washing, play and/or cleaning. Nor shall any such water be used to fill any pool, Jacuzzi, and/or hot tub. In addition, use of the water by the Lessee, and the owners of any Lots in the Subdivision, shall be subject to the terms and conditions in Article XIV of the Covenants. Pipes and lines from the well water irrigation system shall only be connected or hooked to lawn irrigation systems. The use of hose bibs, garden hoses, movable sprinklers, or other non-permanent means of water application or irrigation are prohibited and shall not be connected to the well irrigation system or the irrigation system on any Lot or the Subdivision.

The time, dates of use, and amount of any water drawn from the well may be regulated and/or prohibited by the Lessor (by notice in writing to the Lessee) and/or a governmental entity with jurisdiction over use of such well water, and the amount of well water and its continued availability are not guaranteed. The Lessor may at any time, and for any reason whatsoever, prohibit use of any such well water, without any liability whatsoever to the Lessee, any Owner in the Subdivision and/or the Association. In addition, the Lessor shall have no liability whatsoever to the Lessee, or any Owner in the Subdivision, or any builder therein, for any water shortage, outage, cessation or unavailability, regardless of length or cause.

In the event the well ceases producing water for irrigation for a period of sixty (60) consecutive days, and/or the Lessor prohibits the use of well water pursuant to the terms of this Lease, other than due to or arising out a breach or default by the Lessee, failure of the Lessee to act, an act of God, and/or pursuant to any applicable Law, the Lessee may cease making annual Base Rent payments to the Lessor. However, such Base Rent payments shall recommence (and shall be prorated) once well water is once again available.

The Lessee shall allow the Brown Property, and the owner(s) of the Brown Property, to connect to and use the Leased Property, well, well water, irrigation system, pipes and well, for purposes of irrigating all or any part of the Brown Property, without any cost whatsoever, including, without limitation, no charge, cost or fee for water, use, maintenance, repairs, replacements, taxes, insurance, etc. However, entitlement to the foregoing without any cost shall terminate as to any portion of the Brown Property which is platted and sold by a developer as a lot, and as to any portion of the Brown Property once that portion is no longer owned, in whole or in part, by any of the persons or entities listed in subparagraph 1.(ii) of this Lease.

No cross connections or dual connections with any other water source shall be allowed.

6. **LEASE TRIPLE NET.** The Lessor and Lessee hereby agree and acknowledge that the Lessee is leasing the Leased Property from the Lessor on a triple net basis so that Lessee will be responsible for and will pay all costs and expenses relating to the use, operation and ownership of the Leased Property. The Lessor shall have absolutely no responsibility or liability whatsoever for, and no responsibility or liability to pay for, any repairs, maintenance, replacement and/or service of the Leased Property, nor for any taxes or insurance. All taxes, insurance, permits, fees, construction, repairs, replacements, re-drilling, maintenance and all other operating expenses with regard to the Leased Property, and obtaining irrigation water therefrom, shall be paid and provided by the Lessee, at its sole cost and expense.

7. **SALES TAX.** In addition to rent and any other amounts due to the Lessor under this Lease, the Lessee shall pay to the Lessor, together with any Base Rent payment, any and all sales, use and other taxes (excluding state and federal income tax on income of the Lessor) now or hereafter imposed upon the rents or other amounts due to the Lessor under this Lease, or paid by Lessee on behalf of Lessor pursuant to this Lease (including any sales, use or other taxes on any real property taxes or insurance paid by the Lessee), notwithstanding the fact that a law, statute or rule may impose that burden of the Lessor.

8. **TAXES.** The Lessee shall promptly pay, when due, any and all governmental and non-governmental taxes, assessments, and fees with regard to the Leased Property and/or any water obtained therefrom.

9. **LESSEE'S TAXES.** The Lessee covenants and agrees to pay promptly, when due, any and all taxes imposed on the Lessee, and on Lessee's property.

10. **UTILITIES.** The Lessee shall pay any and all charges for utilities used in connection with the Leased Property, and all other charges associated therewith.

11. **DEFAULT.** The following occurrences constitute events of default under this Lease:

(a) Lessee's failure to pay any installment of rent (whether Base Rent or additional rent), or any other sums which are at any time owed to the Lessor by the Lessee pursuant to this Lease, for a period of more than thirty (30) days after such sum is due. Lessor shall not be required to send any notice or demand for the payment of any such sums;

(b) Lessee's failure to cure any breach or violation of, or Lessee's failure to perform, any of the other terms, covenants, agreements or conditions of this Lease within ten (10) days after written notice by Lessor to Lessee;

(c) Lessee deserts, vacates or abandons the Leased Property;

(d) Lessee's interest under this Lease is sold or transferred under execution or other legal process;

(e) Lessee's making an assignment for the benefit of creditors; or

(f) Lessee becomes insolvent or bankrupt, or any bankruptcy petition is filed by the Lessee or on behalf of the Lessee.

12. **REMEDIES.** Upon the occurrence of any event of default, the Lessor, at its election, may exercise any one or more of the following remedies and options:

(a) Pursuit of any remedy (legal or equitable) allowed by statute or general law;

(b) Terminate this Lease, and Lessee's right to possession, use and enjoyment of the Leased Property shall thereupon cease, and Lessee shall immediately quit and surrender the Leased Property to Lessor;

(c) Without terminating the Lease, enter on to the Leased Property as Lessee's agent, and relet the Leased Property as Lessee's agent and receive the rent that may arise by reason of such reletting, and apply it to the obligations of the Lessee hereunder, and Lessee shall remain liable for all rent (including Base Rent and additional rent) and other sums due under this Lease to Lessor and for all damages suffered by Lessor because of Lessee's breach of any of the terms, conditions or covenants of the Lease;

(d) Retake possession of the Leased Property and use and occupy the Leased Property or any part thereof for the benefit of the Lessor;

(e) Sue for rent (including Base Rent and additional rent) and any other sums as they may become due; and/or

(f) Accelerate and declare the entire amount of rent (including Base Rent and additional rent), together with all applicable taxes, insurance and other sums which

would become due and payable during the remaining term of the Lease, to be due and payable immediately, in which event the Lessee agrees to pay the same at once, provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance for rent and other sums owed for the remainder of said term. The acceptance by the Lessor of such rent and other sums shall not constitute a waiver by Lessor of any failure of Lessee thereafter to comply with any term, condition or covenant of this Lease. In the event the Lessor elects to accelerate and the Lessee does not pay the all accelerated sums to Lessor within 10 days of demand, the Lessor may then obtain possession of, and relet, the premises and apply any sums collected from any re-rental to the accelerated sums owed by the Lessee or to any judgment against the Lessee in favor of the Lessor, without releasing Lessee for liability for the accelerated sums or any judgment.

No act or thing done by the Lessor shall be deemed an acceptance of a surrender of the Leased Property unless such acceptance or surrender is in writing and signed by the Lessor. No termination or expiration of this Lease shall effect the Lessor's right to collect rent for the period of time prior to the termination or expiration of this Lease or in any way effect the Lessor's right to collect any other sums owed to Lessor pursuant to this Lease. Lessor's acceptance of rent following any event of default shall not be construed as a waiver of any such event of default. No entry or re-entry by the Lessor shall be deemed to absolve or discharge the Lessee from liability under this Lease.

Any legal action to recover for loss or damage that Lessor may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above, shall include the expense and costs of repossession (including attorneys fees and costs), and any repairs or remodeling undertaken by the Lessor following said repossession which are reasonably necessary to place the Leased Property in first class rentable condition.

13. **ASSIGNMENT OR SUBLEASE, AND RELEASE OF THE LESSOR.** As a material term of this Lease, it is expressly agreed that the Lessee shall not assign this Lease, in whole or in part, or sublet the Leased Property or any part of the Leased Property, without the express prior written consent of the Lessor, which may be withheld for any reason.

It is also agreed that the Lessor may assign this Lease, and any and/or all rights hereunder, with or without notice to the Lessee, to any other person or entity. In the event of any such assignment, the Lessor/assignor's rights and remedies under this Lease (including without limitation any sums then owed by the Lessee to the Lessor) shall also be assigned to the new Lessor/assignee, unless the assignment document states otherwise. In addition, if no separate written assignment of this Lease is executed by the Lessor/assignor to the new Lessor/assignee, then upon the sale or transfer of the Well Parcel by the Lessor/assignor to the new Lessor/assignee/grantee, this Lease shall be deemed to have been automatically assigned by the Lessor to the grantee of any such sale or transfer, without need for any separate document of assignment. Upon any assignment of this Lease by the Lessor, such grantee/assignee shall be and become the "Lessor" pursuant to the terms of this Lease, and

the prior Lessor/assignor/grantor shall, on the date of any such sale or transfer, be deemed to be fully and irrevocably released, remised, acquitted and forever discharged by the Lessee of, from and against any and all past and future liabilities, obligations, responsibilities, debts, fines, sums of money, costs, interest, attorneys fees, covenants, agreements, controversies, promises, damages, restitution, judgments, claims and demands whatsoever, in law or in equity, whether known or unknown, foreseen or unforeseen, accrued or not accrued, matured or un-matured, pursuant to and/or arising out of this Lease and/or the Leased Property, and the foregoing shall then be and become the sole responsibility and obligation of the Grantee as the new Lessor. It is the intent of this paragraph to act as a broad form general release of the Lessor upon any such sale or transfer of the Well Parcel.

14. **INSURANCE.** The Lessee shall keep the Leased Property, well and well water system insured against damage, casualty and liability, which insurance shall name the Lessor as an "additional insured" and as a "loss payee". Such insurance shall be obtained, maintained and kept in full force and effect at the sole cost of the Lessee. Such insurance shall include, at a minimum, the following:

(a) **Fire and Hazard Insurance.** The Lessee shall at all times during the term of this Lease, at its own cost and expense, insure and keep in effect policies of insurance against loss or damage to the Leased Property, and any and all future wells, equipment, electronics, pipes, etc. used by Lessee as part of the Leased Property and/or irrigation system, by fire, and such other risks, hazards, and casualties as are insurable under present standard forms of fire, casualty, and extended coverage insurance policies, for the actual replacement value thereof, and in an amount or amounts sufficient to pay in full all losses covered thereby. Lessee acknowledges that Lessee may obtain any other insurance which the Lessee believes is prudent or advisable, and that the Lessor's insurance, if any, will not provide the Lessee with any insurance coverage. All property of the Lessee kept or stored on or about the Leased Property shall be kept or stored at the sole risk of the Lessee and Lessee shall hold the Lessor harmless of and from any and claims arising out of any damage to same.

(b) **Liability Insurance.** The Lessee shall also, at all times during the term of this Lease, at its own costs and expense, insure and keep in effect on the Leased Property, general public liability insurance protecting against all claims for damages to person(s) or property occurring upon, in, or about the Leased Property, and for all claims for loss of life or of property occurring upon, in, or about the Leased Property. Such policies shall be in amounts, and with insurance companies, acceptable to the Lessor in its sole discretion. The coverage limits in such policies shall not be less than \$500,000.00 per person for bodily injury, personal injury or death, and \$500,000.00 for property damage. The Lessor shall have the right to require the Lessee to increase the policy limits whenever the Lessor considers such limits inadequate,

(c) **Waiver of Subrogation Rights.** Lessee shall acquire from each of its insurers, a waiver of all subrogation rights which might enable the Lessee's insurance carrier(s) to assert a claim against Lessor. Any additional premium for such waiver of subrogation shall be paid by the Lessee. Lessee shall notify Lessor immediately upon any insurance carrier's refusal to execute a waiver of subrogation.

(d) Lessor's Right to Obtain Insurance for the Lessee. In the event Lessee fails to acquire the insurance coverage required hereunder, Lessor may, but shall not be required to, obtain such insurance on behalf of Lessee, and Lessee shall pay all premiums, together with all costs incurred by Lessor, upon demand by Lessor, as additional rent.

(e) Proof of Insurance. All policies of insurance, or duplicate originals of those policies, together with proof of payment of premiums, shall be delivered to the Lessor by the Lessee upon demand by Lessor, and at least thirty (30) days prior to the expiration or replacement of any policy. Lessor shall be named as an "ADDITIONAL INSURED" and a "LOSS PAYEE" on all such policies. All such policies shall specifically state that the same are not cancelable or reducible without at least twenty (20) days prior written notice to Lessor. Failure to timely provide proof of insurance and payment of premiums shall constitute a default.

(f) Lessee's Insurance Shall be Primary. The Lessee's insurance shall be primary and non-contributing with Lessor's insurance, if any.

15. **COMPLIANCE WITH LAWS, ORDERS AND RULES.** Lessee shall, in the use and occupancy of the Leased Property, and any water therefrom, conform to any and all present and future rules, ordinances, statutes, laws, codes, orders, permits and regulations of all federal, state, local and municipal governments.

16. **SUBJECT AND SUBORDINATE TO ZONING, RESTRICTIONS, EASEMENTS, ETC.** This Lease is subject to all present and future easements, encumbrances, liens, limitations, restrictions, reservations, covenants, conditions of record, zoning, land use regulations, governmental restrictions, laws, ordinances, rules and regulations applicable to the Leased Property, the Lessor and/or the Lessee, and is subject to taxes for the year of commencement of this Lease and subsequent years. Lessee accepts this lease subject to those matters, and acknowledges and agrees that Lessee's leasehold interest shall be subordinate to those matters.

17. **CARE AND REPAIR OF LEASED PROPERTY.** The Lessee shall keep, operate and maintain the Leased Property, and the well and well water system, in good working order and condition, in accordance with prudent and responsible repair, replacement and maintenance practices. The Lessee shall also be responsible for re-drilling and/or extending the well, at the Lessee's sole cost and expense, in the event such is necessary to obtain the amount of water needed for irrigation of the Subdivision and Brown Property. The well water system shall include, but not be limited to, the Well Parcel, well, well water and irrigation system, pipes, pumps, valves, switches, electronics and all other associated equipment in connection with the provision of irrigation water, and any of the foregoing which is installed and/or used by the Lessee, now and/or in the future, in connection with the Leased Property, the Well Parcel, the well, and the irrigation system to which the well is connected. All repairs, service and replacements of the Leased Property, and/or the well and well water system, by the Lessee shall be made in a good and workmanlike manner, and of equal or better quality. Lessee shall be responsible for all damages to the Leased Property, and the well and well water system. Lessee shall use the Leased Property, and

the well and well water system, in a careful, lawful, safe and proper manner. Lessee shall commit no act of waste and shall take good care of the Leased Property and the well and well water system. Lessee shall regularly service and repair the Leased Property and the well and well water system, all at Lessee's sole cost and expense. Lessee shall also be responsible for, and shall pay for, all maintenance, repairs and replacements of and to the Leased Property, and the well and well water system, which are necessary to keep the Leased Property and the well and well water system in good order and condition. Lessee shall at all times keep the Leased Property neat and clean, mowed, and in an orderly manner. Lessee shall not do or permit any act or thing which might impair or decrease the value or usefulness of the Leased Property and/or the well and well water system. All risk of loss regarding the Leased Property and the well and well water system shall be on the Lessee. The Lessee agrees to accumulate reserves to pay for its responsibilities under the terms of this Lease.

18. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to, or about the Leased Property and/or the well and well water system. Any such alterations, additions or improvements that are allowed shall be made in a good and workmanlike manner and of equal or better quality.

19. **DESTRUCTION OF THE LEASED PROPERTY.** In the case of any material damage to or destruction of the Leased Property or any improvements thereon, or any part thereof, Lessee shall promptly give written notice thereof to Lessor, generally describing the nature and extent of such damage or destruction, as well as the possible cause(s) thereof. No such damage or destruction shall in any way terminate or invalidate this Lease, nor provide any basis for the withholding or non-payment of any rent by Lessee, notwithstanding any other terms of this Lease. Any and all such damage and/or destruction shall be promptly repaired by the Lessee, at the Lessee's sole cost and expense, subject to the other terms of this Lease.

20. **EMINENT DOMAIN.** If the whole or a portion of the Leased Property shall be taken for any public or quasi-public use under any statute, by condemnation or by right of eminent domain or private purchase in lieu thereof, then Lessor shall be entitled to all awards and compensation for any and all damages arising out of or due to any such taking. It is expressly agreed that Lessee shall not have any right or claim to any part of any award made to or received by Lessor for such taking, and Lessee hereby irrevocably assigns to Lessor any and all rights, remedies and awards which Lessee may now or hereafter have arising out of any and all of the foregoing.

21. **LESSEE'S NOTICE TO LESSOR OF DEFAULT.** In the event the Lessor is in default of any of the terms or conditions of this Lease, the Lessee shall give written notice of such default to the Lessor within fifteen (15) days of such default, and shall allow the Lessor a reasonable length of time to cure any such default, which time shall not, in any event, be less than sixty (60) days.

22. **INDEMNITY.** Lessee agrees to indemnify, defend and hold Lessor harmless of, from and against any and all injuries, expenses, damages and claims which in any way arise out of or are due to any incident or occurrence on the Leased Property or arise out of this Lease, or which results in any claims for injury to any person or property in, on, or about the Leased Property resulting either directly or indirectly from any act, negligence or misconduct of Lessee and/or Lessee's agents, contractors, invitees, servants or employees, or resulting from any breach of any provision of this Lease. Lessee further agrees to reimburse Lessor, upon demand, for all costs and expenses, including attorneys fees, which the Lessor may incur in investigating, handling, responding to and/or defending any such claim or action by a third party or any governmental authority.

23. **NO LIABILITY.** Neither the Lessor, nor its successors, assigns, transferees, licensees, officers, directors, members, trustees, employees, owners, assignees, insurers or successors, shall have any liability or responsibility whatsoever for any damages or injuries caused to, sustained by or incurred by the Lessee, any Owner of any Lot in the Subdivision, any builder, any property, or any landscaping, improvement or system on any Lot, which in any way arises out of this Lease, the well water irrigation system, any connection thereto, any lack of availability or quantity of water, and/or the quality of any such water.

24. **NO LIENS.** Lessee shall not directly or indirectly create or permit to be created, or to remain, and will discharge, any lien, encumbrance or charge on the Leased Property which was created by or through the Lessee, or executed by Lessee, or which is the result of, or arises out of, any repairs, improvements, or construction on the Leased Property by the Lessee.

Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Leased Property, or any part thereof, nor is Lessor giving Lessee any right, power or authority to contract for Lessor or to permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making or filing of any lien against the Lessor's interest in the Leased Property. All persons are put upon notice of the fact that the interest of the Lessor shall not be subject to liens for improvements made by the Lessee, and liens for any improvements made by the Lessee or by any person holding the Leased Property, or any portion thereof, through or under Lessee, are specifically prohibited from attaching to or becoming a lien on the interest of the Lessor and the Leased Property demised hereunder. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes. The Lessee hereby agrees to notify the contractor making any such improvements of the provisions of this paragraph. In addition, the Lessor may record a Memorandum of this Lease referencing the terms of this paragraph. The Lessee shall execute that memorandum if requested by the Lessor.

25. **ENVIRONMENTAL.** Lessee hereby represents and agrees that Lessee will not unlawfully use, handle, store, transport or dispose of, or permit the use, handling, storage, transportation or disposal of, any dangerous material, hazardous material, toxic substance, flammable substance, oil, or any other chemical or substance regulated by any local, county,

state or federal environmental law, in, on or about the Leased Property. In addition, if the Lessee violates the preceding sentence, the Lessee agrees to immediately clean up and remove from the Leased Property, at Lessee's sole expense, and in compliance with all local, state, and federal laws, rules, regulations and ordinances, any and all such dangerous materials, hazardous internal, flammable substances, oil and hazardous or toxic substances in, on or around the Leased Property.

Lessee hereby agrees to defend, indemnify and hold harmless Lessor, and its successors and assigns, of and from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines, and expenses, including reasonable attorneys fees and legal assistants fees, (including appeals, supplementary proceedings, and bankruptcy proceedings), which arise out of any claim or action by any person, entity, agency, organization, or body against Lessor as a result of the breach or violation of any of the covenants, warranties, or representations contained in this paragraph and the above paragraph, or asserted by any person, entity, agency, organization or body against Lessor, in connection with the release, discharge, clean up, removal, disposal, monitoring, remedial action, or elimination of any oil, toxic substance, hazardous wastes, solid wastes, wastes, or contaminant, which was used, handled, stored, transported, released, spilled or disposed of by the Lessee, and/or the Lessee's employees, agents, contractors, or invitees, on, under or around the Leased Property. This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines, or expenses, including reasonable attorneys fees and legal assistants fees (including appeals, supplementary proceedings and bankruptcy proceedings) incurred by the Lessor under CERCLA, RCRA, RRMA, and/or SARA, and similar state and local laws, rules, ordinances and regulations.

26. **OBLIGATION TO PURCHASE**. In addition to the other terms, conditions and covenants in this Lease, the Lessee hereby expressly agrees to purchase the Well Parcel and well equipment from the Lessor on the terms and conditions set forth in this numbered paragraph, which are as follows:

The purchase price shall be \$345,000.00, net to the Lessor at closing, if there are a total of 100 or more lots in the Subdivision as of the date of closing of the sale and purchase. In the event there are less than a total of 100 lots in the Subdivision, as of the date of closing of the sale and purchase, then the purchase price shall be reduced pro-rata, based upon the actual number of lots in the Subdivision as of the date of closing, as compared to the number 100. The reduced purchase price shall be calculated by multiplying the sum of \$345,000.00 by a fraction in which 100 is the denominator, and the numerator is the actual number of lots in the Subdivision as of the date of closing of the sale and purchase, which price shall be net to the Lessor at closing. By way of example only, if there are only 85 total lots in the Subdivision as of the date of closing, then the calculation of the purchase price would be as follows:  
$$\$345,000.00 \times 85/100 = \$293,250.00,$$

The purchase price shall be payable by the Lessee to the Lessor via a purchase money promissory note and first mortgage from the Lessee to the Lessor, in even monthly installments of principal and interest, which shall accrue interest at the rate of eight percent (8%) per annum, and which sum shall be amortized over a period of thirty (30) years.

Said note payments shall be due in the 1<sup>st</sup> day of each calendar month (beginning on the first day of the first calendar month immediately following the date of closing), and the note shall provide for a grace period of ten (10) days in the event of default. The Well Parcel, and all well equipment and easements, shall secure that note. The security agreement(s)/mortgage shall also contain one or more clauses requiring the Lessee to provide insurance to the Lessor after the sale (on terms not less than those set forth in this Lease). Any and all closing costs, taxes, documentary tax stamps, intangible tax, recording fees, document preparation fees, closing fees, escrow fees, and other costs and fees shall be paid for by the Lessee at closing. All closing, loan and security documents shall also be in a form, and with content, reasonably acceptable to the Lessor, and may contain any type of clause commonly found in commercial loan, security and sale documents in Hillsborough County, Florida. Lessee shall have the privilege to prepay said mortgage and note in whole or in part at any time without fee, penalty, or premium. The Lessee agrees to purchase the Well Parcel and well equipment on an **AS-IS BASIS, AND WITH ALL FAULTS**, and the deed shall contain an as-is clause. All risk of loss shall be on the Lessee from and after the date of this Lease. The Lessee shall purchase the Well Parcel and well equipment from the Lessor on the last day of the term of this Lease (including any shortened term of this Lease pursuant to paragraph 2 above). The conveyance shall be by quit claim deed. The Lessee may, at its own expense, obtain a title insurance policy. TIME IS OF THE ESSENCE of this purchase/sale and of each of the covenants and provisions hereof, and is a material term hereof. No taxes, assessments or expenses shall be prorated. all shall be the cost and expense of the Lessee.

The Lessee agrees to accept title to the Well Parcel and well equipment subject to comprehensive land use plans, city and county ordinances, rules, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, easements and matters of record and/or appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record; easements; taxes and assessments; right-of-ways; land use laws and codes; permits; licenses; declarations, covenants and restrictions of record; claims, title and/or rights to water; and any and all applicable laws, rules, codes, permits, orders, licenses and ordinances.

This Lease shall terminate upon the sale/purchase pursuant to this paragraph. However, it is expressly agreed that any and all indemnity, hold harmless and/or defend clauses, and

any sums owed by the Lessee to the Lessor pursuant to this Lease and all rights and remedies therefore, shall survive the termination and expiration of this Lease.

It is also expressly confirmed and agreed that the Lessee may not assign any rights under this paragraph without the express prior written consent of the Lessor, which may be withheld for any reason, and that time is of the essence of this Lease and numbered paragraph, and is a material term. The Lessee agrees and acknowledges that no representations have been made by the Lessor with regard to the Well Parcel or the Leased Property.

27. **QUIET ENJOYMENT.** Lessee, upon the payment of the rent herein and upon the satisfaction, compliance and performance of all of the terms, covenants and conditions of this Lease, shall at all times during the term of this Lease peacefully and quietly enjoy the Leased Property without any disturbance from Lessor or from any other person claiming by, through or under Lessor, subject, however, to the other terms, provisions and conditions of this Lease. Lessee's use of any easements shall be non-exclusive.

28. **LESSOR'S RIGHT TO INSPECT, REPAIR, AND MAINTAIN.** Lessor may enter the Leased Property at any time for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on, and about the Leased Property as Lessor deems necessary or desirable, or to determine if the Leased Property are in proper repair and condition and in compliance with this Lease.

29. **SIGNS.** The Lessee shall not place any signs or other advertising matter or materials on the Leased Property, except as needed for the operation of the well.

30. **LOCKS AND KEYS TO THE LEASED PROPERTY.** The Lessee shall at all time provide the Lessor with a current set of keys to all locks on the Leased Property, and the combinations to any non-keyed locks.

31. **END OF LEASE TERM; REMOVAL OF IMPROVEMENTS.** Except as otherwise provided in this Lease, upon the expiration or termination of this Lease, the Lessee shall quit and surrender the Leased Property in the same condition as at the commencement of this Lease. The Leased Property shall be clean, and the Lessee shall provide Lessor with all keys to the Leased Property. The Lessee may not remove any alterations, fixtures, improvements, equipment, electronics, pumps, pipes, valves or any personal property from the Leased Property at the expiration or termination of this Lease. All of the foregoing shall be and become the property of the Lessor, without payment of any separate consideration to the Lessee.

32. **ATTORNEYS' FEES.** In the event that it shall become desirable or necessary for the Lessor or Lessee to institute any legal action or proceeding of any nature for the enforcement, construction or interpretation of this Lease, then the prevailing party shall be entitled to all costs (including court costs and reasonable attorneys' fees) incurred, including

those incurred in any actions, appeals, mediations, arbitrations, bankruptcy proceedings, collection proceedings and supplementary proceedings.

33. **WAIVER OF TRIAL BY JURY.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO AGREE TO, AND DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CROSS-CLAIM, COUNTERCLAIM AND/OR THIRD PARTY CLAIM, BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER(S) ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LESSOR/LESSEE RELATIONSHIP, LESSEE'S USE OR OCCUPANCY OF THE LEASED PROPERTY, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

34. **PARTIAL PAYMENTS.** No payment by Lessee or receipt by Lessor of an amount less than what is then due for rent shall be deemed to be other than on account of rent or any other sum owed by the Lessee to the Lessor hereunder (as such sum shall be applied by the Lessor in its sole discretion), nor shall any endorsement or statement on any check, or any letter accompanying any check or payment as rent, be deemed an accord and satisfaction or any type of settlement or compromise, notwithstanding any statement set forth therein. The Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity. The Lessor may apply any such check or payment to any item or items of rent, interest, expense, damage or any other sum due to the Lessor pursuant to this Lease, in such amounts, and in such an order, as the Lessor may determine in its sole and absolute discretion.

35. **COUNTERPARTS AND ORIGINALS.** The parties hereto may execute this Lease in counterparts. Each executed counterpart shall be deemed an original, and all of them, together, shall constitute but one and the same agreement.

36. **GENDER.** In this Lease, the use of gender references is not intended to be a limitation, and the use of a particular gender shall be interpreted to include the masculine, feminine and neuter where the situation so demands. The use of the singular shall be interpreted to include the plural where the situation so demands, and vice versa.

37. **AS-IS.** The Leased Property is being leased to the Lessee AS-IS basis, and the Lessee accepts the Leased Property on that basis. The Lessor disclaims any and all express or implied warranties, other than any express warranties specifically set forth in this Lease, if any.

38. **RIGHT TO CURE LESSEE'S BREACH.** If the Lessee breaches or fails to comply with any term, condition or covenant set forth in this Lease, the Lessor may, after reasonable notice to Lessee (which need not be more than seven (7) days, except no notice is needed in the case of any emergency or where such action is necessary to prevent damage to the Leased Property), cure such breach or noncompliance at the sole cost and expense of the Lessee, and the amount(s) incurred by the Lessor in doing so shall be

immediately due and payable by the Lessee to the Lessor upon demand, and shall be deemed additional rent.

39. **RULES AND REGULATIONS.** The Lessor reserves the right from time to time to make, modify and revoke reasonable rules and regulations applicable to the Leased Property, and the Lessee agrees to abide thereby upon notice thereof from the Lessor. Making rules, modifications or revocation of existing or additional rules shall not be deemed an amendment of this Lease; and the same shall be effective upon notice thereof to Lessee by Lessor; and the failure to comply therewith shall constitute a default under this Lease.

40. **DAMAGE OR THEFT OF PERSONALTY.** Lessee agrees that all personal property, fixtures, equipment and other property brought on to the Leased Property by the Lessee shall be at the sole risk of the Lessee, and the Lessor shall not be liable for the theft thereof or any damage thereto occasioned from any act of the Lessor, any co-Lessees, or any other occupants of said building or any other person, from any cause whatsoever.

41. **NOTICES.** Except as otherwise provided for in this Lease, any notice by either party to the other shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail in a postpaid envelope to the other party, at the address set forth at the beginning of this Lease, or at such other address as that party may hereafter designate in writing. Notice shall be effective upon delivery, if delivered personally, or if mailed, when mailed.

42. **INTEGRATION.** There are no agreements, understandings, restrictions, warranties, or representations between the parties hereto regarding the terms and conditions of this Lease, other than those expressly and specifically set forth in or referred to in this Lease.

43. **PARAGRAPH HEADINGS.** The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

44. **NON-WAIVER.** No waiver of any default or failure to enforce any right hereunder shall constitute a waiver of any such default or right on a future occasion, and no delay or omission shall preclude the exercise of any remedy provided herein, or preclude the exercise of any other right or remedy. In addition, the failure of the Lessor to insist upon strict compliance with the terms of this Lease shall not be deemed a waiver of any rights or remedies of the Lessor. No waiver shall be valid unless in writing and signed by the Lessor.

45. **INVALIDITY OF PROVISIONS.** The unenforceability or invalidity, for any reason, of any term, condition, covenant, or provision of this Lease shall neither limit nor impair the operation, enforceability, or validity of any other terms, conditions, provisions, or covenants of this Lease, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted, except as follows. If a court determines that this Lease, or any term or covenant, is subject to any law or statute which provides that the

Lease, or any term or covenant hereof, must be fair and reasonable, then the parties hereto agree that the Lease, and any such term or covenant, shall not be void or unenforceable, but instead, the parties hereto expressly agree that the Court shall determine a fair and reasonable term or covenant so that this Lease and each provision herein shall remain enforceable. In no event, however, may the Court extend the term of this Lease.

46. **CONSTRUCTION.** This Lease shall be construed, interpreted, and enforced in accordance with Florida law. This Lease shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all parties hereto participated equally in the drafting thereof. If the Lessor shall be delayed or prevented from the performance of any act required by this Lease by reason of strikes, utility failures, restrictive laws, riot, acts of God, shortages, or other similar reasons not the fault of the Lessor, then the performance time for such acts shall be extended for a period equivalent to the period of such delay.

47. **NO PARTNERSHIP.** It is expressly agreed and acknowledged by both parties hereto that the Lessor and Lessee are not, in any way or for any purpose, partners in the conduct of any business or otherwise, nor are the parties hereto joint adventurers or members of a joint enterprise, and nothing in this Lease shall be deemed or construed by anyone as creating any of the foregoing relationships between the parties hereto.

48. **BINDING EFFECT ON SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee and the Lessor's heirs, successors, legal representatives, and assigns.

49. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and any representations, inducements, promises or agreements between the parties not included herein shall be of no force or effect.

50. **AMENDMENTS.** This Lease may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

51. **TIME IS OF THE ESSENCE.** The parties hereto expressly agree and acknowledge that time is of the essence in respect to each and every provision of this Agreement where a time or date for performance is stated, and all time periods or dates for performance stated in this Agreement are material provisions of this Lease.

52. **MISCELLANEOUS.** All warranties, all agreements relating to environmental contamination, and all agreements to indemnify, hold harmless or defend the Lessor, shall survive the expiration or termination of this Lease. All past due rent and other sums owed to the Lessor by the Lessee hereunder shall bear interest at the rate of Twelve Percent (12%) per annum, from the due date until paid, including post judgment. Lessor's liability under this Lease shall be limited solely to Lessor's interest in the Leased Property, and Lessee agrees to look solely to Lessor's interest in the Leased Property to satisfy any obligation of Lessor under this Lease and any judgment against any Lessor. The parties hereto agree that no

third party shall have any right or standing whatsoever, whether contractually and/or via common law, to enforce or construe, or to sue to enforce or construe, any covenant, term and/or condition of this Lease, other than Tree Tops I, LLC (after any assignment of this Lease by that company), Tree Tops 11, LLC, the Brown Qualified Personal Residence Trust dated March 31, 1996, Tom Fairfield Brown, Sr., Katherine C. Brown, any trust or other entity in which Tom Fairfield Brown, Sr. and/or Katherine C. Brown are directly or indirectly a beneficiary, member, shareholder, partner and/or a trustee, and/or any person related by blood or marriage to Tom Fairfield Brown, Sr. and/or Katherine C. Brown, all of whom shall be deemed to be the only intended third party beneficiaries of this Lease. The Lessee also acknowledges that there are no contingencies to the validity and effectiveness of this Lease, and that the Lease is binding on Lessee. In the event of any conflict between this document and the Declaration, the terms of this document shall control.

---

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

WITNESSES:


**Lessor:**

**TREE TOPS I, LLC, a Florida Limited  
Liability Company**

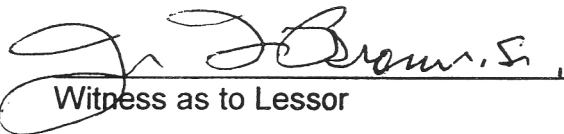
By: Montague Land Development, Inc.,  
a Florida corporation, as its sole member and  
Operating Manager

  
\_\_\_\_\_  
Witness as to Lessor

Print Name: RICHARD A. ROBERTS

By:   
\_\_\_\_\_  
MARK A. BROWN, SR.,  
President of Montague Land  
Development, Inc.

Date: 1-29-04

  
\_\_\_\_\_  
Witness as to Lessor

Print Name: TOM F. BROWN, SR.

**Lessee:**

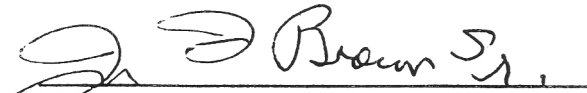
**TREE TOPS NEIGHBORHOOD  
ASSOCIATION, INC.**

  
\_\_\_\_\_  
Witness as to Lessee

Print Name: RICHARD A. ROBERTS

By:   
\_\_\_\_\_  
ANNA K. LAUGHRIDGE, its  
President

Date: 1-29-04

  
\_\_\_\_\_  
Witness as to Lessee

Print Name: TOM F. BROWN, SR.

**EXHIBIT "B"**

TREE TOPS NORTH  
IRRIGATION PIPE EASEMENT

DESCRIPTION: A parcel of land lying in Section 9, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of TREE TOPS PHASE 1, according to the plat thereof as recorded in Plat Book 93, Page 78, of the Public Records of Hillsborough County, Florida, run thence along the Northerly boundary of said TREE TOPS PHASE 1, the following two (2) courses: 1) S.89°30'00"E., 541.00 feet to a point on a curve; 2) Northeasterly, 151.43 feet along the arc of a curve to the right having a radius of 79.00 feet and a central angle of 109°49'25" (chord bearing N.55°24'42"E., 129.29 feet) to a point of cusp; thence Northwesterly, 26.44 feet along the arc of a curve to the right having a radius of 85.00 feet and a central angle of 17°49'30" (chord bearing N.60°45'50"W., 26.34 feet) to the **POINT OF BEGINNING**; thence continue Northwesterly, along the arc of said curve to the right having the same radius of 85.00 feet and a central angle of 30°03'05" (chord bearing N.36°49'32"W., 44.07 feet) to a point of reverse curvature; thence Northwesterly, 37.67 feet along the arc of a curve to the left having a radius of 225.00 feet and a central angle of 09°35'30" (chord bearing N.26°35'45"W., 37.62 feet); thence N.62°00'00"E., 49.00 feet; thence SOUTH, 91.92 feet to the **POINT OF BEGINNING**.

Containing 2201 square feet, more or less.