

Prepared by and return to:  
Kenneth P. Wurtenberger  
Adorno & Yoss LLP  
350 East Las Olas Boulevard Suite 1700  
Fort Lauderdale, FL 33301  
954-763-1200

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## RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT ("Easement") is made as of April 30, 2008, by and among 3939 POWERLINE, LLC, a Florida limited liability company ("Powerline"), and LOVELL, INC., a Florida corporation ("Lovell").

### WITNESSETH:

WHEREAS, Powerline is the owner of that certain real property located in the County of Broward, State of Florida, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by the reference ("Exhibit A Property");

WHEREAS, Lovell is the owner of that certain real property located in the County of Broward, State of Florida, which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Exhibit B Property");

WHEREAS, KEYSTONE VENTURES OF FLORIDA, LLC, a Michigan limited liability company as to a 53% undivided interest; NINTH STREET DEVELOPMENT, LLC, a Michigan limited liability company, as to a 17% undivided interest; and DUTCHMAN TWO INC., a Florida corporation, as to a 30% undivided interest (collectively, "Keystone") is the owner of that certain real property located in the County of Broward, State of Florida, which is more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference ("Exhibit C Property");

WHEREAS, Powerline and Lovell desire to create an access Easement over, upon and across portions of the Exhibit A Property and the Exhibit B Property, respectively and as applicable in favor of Powerline, Lovell and Keystone, as more particularly hereinafter described;

NOW, THEREFORE, in consideration of the covenants contained in the Easement and other goods and valuable consideration, receipt of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

#### 1. EASEMENT FOR INGRESS AND EGRESS

Powerline hereby grants and conveys a non-exclusive right in common with others to utilize the that certain roadway graphically depicted and legally described on Exhibit "D" attached hereto ("Roadway Easement"), for the use and benefit of Lovell and Keystone and their employees, customers, agents, invitees, tenants, subtenants, licensees, concessionaires and mortgagees in possession, for purposes of pedestrian and vehicular ingress and egress across the Roadway Easement as applicable.

## 2. RELOCATION OF ROADWAY EASEMENT

Notwithstanding anything contained herein to the contrary, and as a material inducement to Powerline to execute and deliver this Easement, the parties hereto acknowledge that Powerline is in the process to obtain all of its governmental and quasi-governmental consents, permits and approvals required for the development and construction of improvements upon the Exhibit A Property pursuant to a plan of development. In connection therewith, Lovell shall have the right to approve the location of the realignment of the Roadway Easement, however such approval shall not be unreasonably withheld. To that end, simultaneous with receipt of an approved site plan from the applicable governmental and quasi-governmental entity, simultaneous with the recordation of an affidavit by Powerline and Lovell attaching thereto a copy of the final approved site plan identifying the realignment of the Roadway Easement, the Roadway Easement as contemplated by this Easement shall be deemed automatically amended to the location as set forth on the final approved site plan, provided however, in no event shall the relocation of the Roadway Easement located upon the Exhibit B Property be closer than eight (8) feet from the location of the current existing building located thereon on its northern boundary. Further, the parties hereto covenant and agree to reasonably cooperate in connection with the processing of the Exhibit A Property site plan and to otherwise execute and deliver an amendment to this Easement to confirm the relocation of the Roadway Easement upon written request by any party hereto.

Further, it is the desire of Powerline to cause a vacation of the platted access easement (50' x 62') as set forth on the Gooze Plat No. 1, according to the Plat thereof, recorded in Plat Book 136, Page 15, of the Public Records of Broward County, Florida ("Platted Access Easement"), and dedicate the relocated Roadway Easement as a platted access easement. Simultaneous with processing the site plan for the development of the Exhibit A Property, Lovell covenants and agrees to cooperate and otherwise to join in, execute and consent to processing such relocated and platted access easement.

## 3. BARRIERS

The parties shall not unreasonably prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to and from the Exhibit A Property, the Exhibit B Property and Exhibit C Property, respectively and as applicable, other than for temporary repairs.

## 4. COMPLIANCE WITH LAWS AND REGULATIONS, INDEMNIFICATION AND INSURANCE REQUIREMENTS

Powerline and Lovell covenant and agree, with respect to their respective parcels, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and reasonable attorney's fees through trial and all appellate levels) arising out of or in any way related to Powerline's and Lovell's respective failure to maintain its respective parcel in a safe condition. Each of Powerline and Lovell, respectively and as applicable, shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this Easement.

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Powerline hereby protects, defends, indemnifies and holds Lovell, and its respective officers, directors, shareholders and employees from and against any and all liabilities, demands, obligations, claims, damages, charges, actions, causes of action (including, without limitation, all foreseeable and unforeseeable consequences or damages) and

costs and expenses (including, without limitation, attorneys' fees, paralegals' fees and court costs through all trial and appellate level) imposed upon or incurred by or asserted against such owner or the portion of the Roadway Easement located upon Exhibit B Property as a direct and proximate result or consequence of Powerline's and its respective officer's, director's, employee's, contractor's, agent's and invitee's use of the Roadway Easement pursuant to and in accordance with this Agreement.

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Lovell hereby protects, defends, indemnifies and holds Powerline, and its respective officers, directors, shareholders and employees from and against any and all liabilities, demands, obligations, claims, damages, charges, actions, causes of action (including, without limitation, all foreseeable and unforeseeable consequences or damages) and costs and expenses (including, without limitation, attorneys' fees, paralegals' fees and court costs through all trial and appellate level) imposed upon or incurred by or asserted against such owner or the portion of the Roadway Easement located upon Exhibit A Property as a direct and proximate result or consequence of Lovell's and its respective officer's, director's, employee's, contractor's, agent's and invitee's use of the Roadway Easement pursuant to and in accordance with this Agreement.

Each owner shall procure, maintain and keep in full force and effect Comprehensive General Liability Insurance, written on an occurrence basis, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and/or property damage on the Exhibit A Property or Exhibit B Property, respectively and as applicable including, but not limited to, all roads, drives, and paved surfaces and parking areas and each other owner shall be named as an additional named insured thereon.

#### 5. MAINTENANCE AND EXPENSES

Powerline covenants and agrees to pay the expenses of maintaining and repairing the Roadway Easement. Further, subsequent to the relocation of the Roadway Easement, Powerline covenants and agrees to maintain and repair that portion of the Roadway Easement lying upon the Exhibit B Property lying adjacent to the Exhibit A Property.

Further, Powerline agrees to pay for all costs, fees and expenses relating to the relocation of the Roadway Easement, the construction of the relocated roadway, the vacation of the Platted Access Easement and the dedication of the Platted Access Easement, if applicable.

#### 6. REMEDIES AND ENFORCEMENT.

In the event of a breach or threatened breach by any owner of any of the terms, covenants, restrictions or conditions hereof, the other owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

#### 7. COVENANTS RUNNING WITH LAND

The rights contained within this Easement shall run with the Exhibit A Property, the Exhibit B Property and the Exhibit C Property, respectively and as applicable, and shall inure to and be for the benefit of Powerline, Lovell and Keystone, their successors and assigns, and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of the parties.

8. COVENANTS OF TITLE AND QUIET ENJOYMENT

Powerline warrants that it has good and indefensible fee simple title to the Exhibit A Property and Powerline warrants and will defend the title to the Exhibit A Property and will indemnify Lovell against any damage and expense which Lovell may suffer by reason of any like encumbrance, restrictions, or defect in the title or description of the Exhibit A Property.

Lovell warrants that it has good and indefensible fee simple title to the Exhibit B Property and Lovell warrants and will defend the title to the Exhibit B Property and will indemnify Powerline against any damage and expense which Powerline may suffer by reason of any like encumbrance, restrictions, or defect in the title or description of the Exhibit B Property.

9. ATTORNEY'S FEES

In the event that any party brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney's fees in addition to any damage to which it is due by reason of such action.

10. NOTICES

Any notice hereunder shall be given in writing by

- (i) delivery in person;
- (ii) telecopier (with receipt confirmed);
- (iii) first class, certified or registered mail, postage prepaid, return receipt requested; or
- (iv) express mail or reputable delivery service guaranteeing overnight delivery, in each case delivered as follows:

If to Powerline            3939 Powerline, LLC  
                                     3990 NW 9<sup>th</sup> Avenue  
                                     Ft. Lauderdale, FL 33309

If to Lovell:                Lovell, Inc.  
                                     840 NE 20<sup>th</sup> Avenue  
                                     Ft. Lauderdale, FL 33304

11. NON PUBLIC DECLARATION

Nothing contained herein shall be construed as a dedication for the benefit of the general public or for any other person or entity except as specifically provided herein.

12. NO FEES

Each of the parties to this agreement confirm there are no fees, costs or expenses due from the other as of the date of execution hereof with regard to this Easement.

13. FURTHER ASSURANCE

The parties hereto agree to execute such further documents as may be reasonably requested

by the other to evidence that each party is entitled to develop and/or redevelop its respective property in such manner as it desires in its sole and exclusive discretion, subject to any other land use restrictions or requirements of governmental and quasi-governmental authority not embodied in this Easement and that the rights for access and parking shall only be over such paved surfaces, roads and parking areas as a party may have from time to time upon its parcel (without being obligated to have any such areas) and with the sole and exclusive right to redevelop its parcel as it may desire.

14. JUDICIAL CONSTRUCTION

Preparation of this Easement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. TRANSFER OF TITLE

Whenever a transfer of ownership of any portion of the Exhibit A Property, or Exhibit B Property respectively and as applicable takes place, the liability of the transferor for breach of the covenants herein occurring shall automatically terminate as to the portion of the property transferred and thereafter, the transferee shall be deemed to be liable for the obligations arising from and after the date of acquiring title to such portion of the parcel until such date as such transferee shall convey such property.

16. AMENDMENT

This Easement may not be modified, amended or terminated without the prior written approval of the then owner, respectively.

17. WAIVER

No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

18. GOVERNING LAW

This Easement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall only be proper in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida.

19. CAPTIONS

The captions and paragraph headings contained in this Easement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of the provisions hereto.

20. COUNTERPARTS

The captions and paragraph headings contained in this Easement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of the provisions hereto.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date herein above set forth.

WITNESSES:

Print Name:

SAMUEL D. NAVON

Kristine Albamonte

Print Name:

Kristine Albamonte

Print Name:

Print Name:

**POWERLINE:**

3939 POWERLINE, LLC, a Florida limited liability company

By: POWERLINE PARTNERS, INC., a Florida corporation

By:

Steven L. Siems, President

**LOVELL:**

LOVELL, INC., a Florida corporation

By:

Print Name:

Title:

STATE OF FLORIDA )

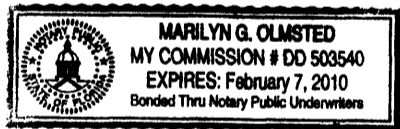
)ss.:

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2008, by 3939 POWERLINE, LLC, a Florida limited liability company, STEVEN L. SIEMS, as President of POWERLINE PARTNERS, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me and has produced as identification and he/she did not take an oath.

Marilyn G. Olmsted  
Notary Public

My commission expires:



IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date herein above set forth.

WITNESSES:

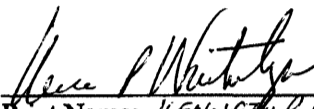
\_\_\_\_\_  
Print Name: \_\_\_\_\_

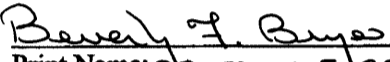
\_\_\_\_\_  
Print Name: \_\_\_\_\_

POWERLINE:

3939 POWERLINE, LLC, a Florida limited liability company  
By: POWERLINE PARTNERS, INC., a Florida corporation

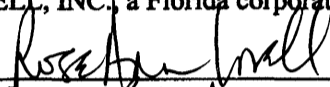
By: \_\_\_\_\_  
Steven L. Siems, President

  
Print Name: KENNETH P. WURTENBERGER

  
Print Name: BEVERLY F. BRYAN

LOVELL:

LOVELL, INC., a Florida corporation

By:   
Print Name: ROSE ANN LOVELL  
Title: PRESIDENT

STATE OF FLORIDA            )  
  )ss.:  
COUNTY OF BROWARD    )

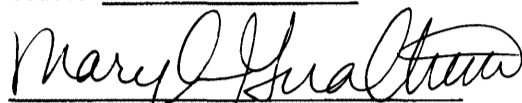
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by 3939 POWERLINE, LLC, a Florida limited liability company, STEVEN L. SIEMS, as President of POWERLINE PARTNERS, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me and has produced \_\_\_\_\_ as identification and he/she did not take an oath.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF FLORIDA            )  
  )ss.:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2008, by Rose Ann Lovell, as President of LOVELL, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me and has produced \_\_\_\_\_ as identification and he/she did not take an oath.

  
Notary Public MARY ANN GUALTIERI

My commission expires:

MY COMMISSION EXPIRES 9-2-08



Mary Ann Gualtieri  
My Commission DD352348  
Expires September 02, 2008

**EXHIBIT "A"**  
**EXHIBIT A PROPERTY**  
**(POWERLINE)**

*Parcel "A", DOOGUE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 138, Page 15, of the public records of Broward County, Florida. Said land situate (being and being in the City of Oakland Park, Broward County, Florida and containing 42,000 square feet or 0.9644 acres more or less.*

**EXHIBIT "B"**

**EXHIBIT B PROPERTY**

**(LOVELL)**

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*Tract "A", THE STORES, according to the plat thereof as recorded in Plat Book 25, Page 6, of the public records of Broward County, Florida.  
Said land situate, lying and being in the City of Oakland Park, Broward County, Florida and containing 42,949 square feet or 0.9892 acres more or less.*

{212142.0009/N0705126\_4}

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**EXHIBIT "C"**

**KEYSTONE PROPERTY**

**"A-1"**

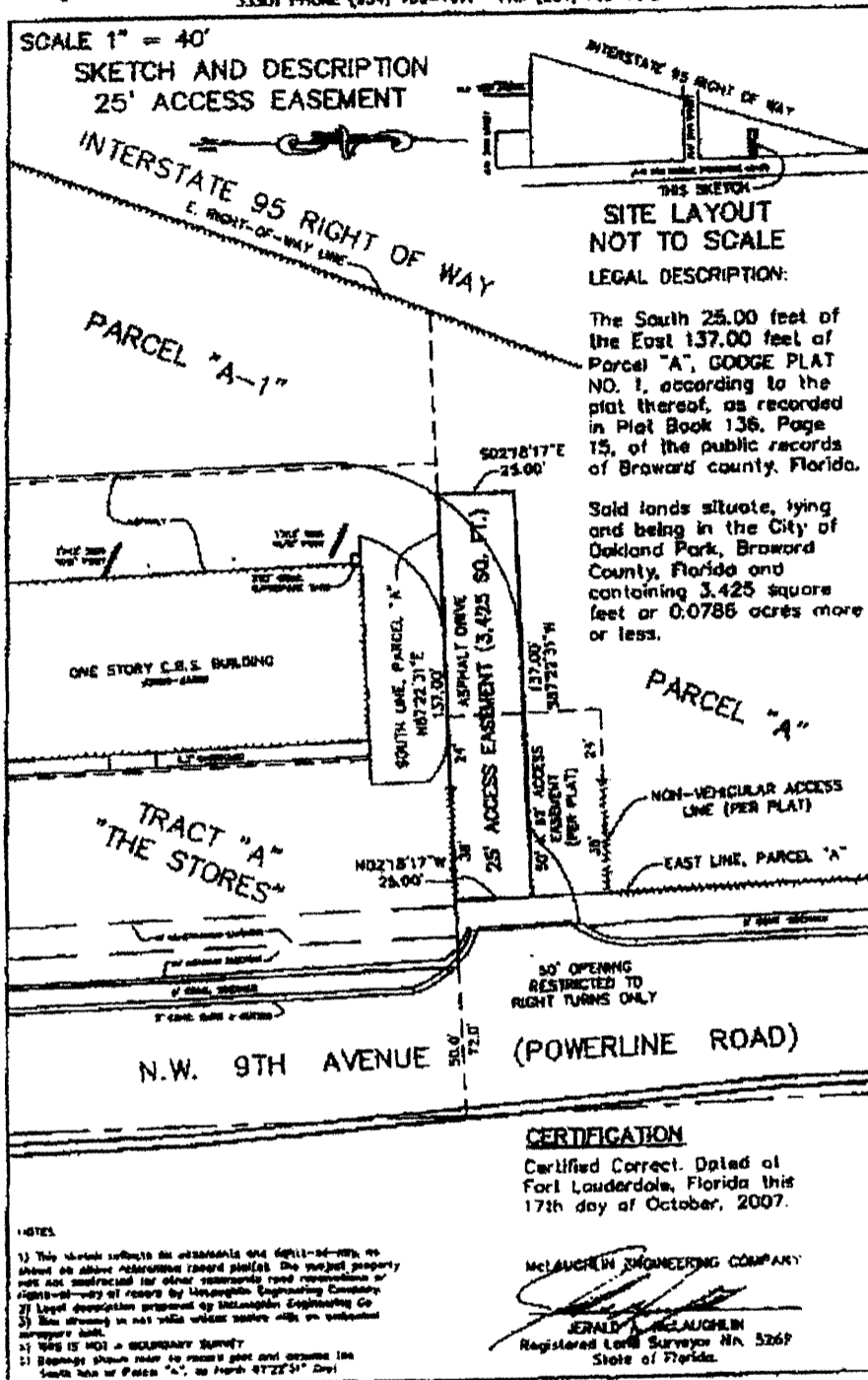
*Parcel "K1" GOUGE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 132, Page 15, of the public records of Broward County, Florida.  
Said land abuts lying and being in the City of Oakland Park, Broward County, Florida and containing 42,009 square feet or 0.9644 acres more or less.*

**EXHIBIT "D"**  
**ROADWAY EASEMENT**

{212142.0009/N0705126\_4}

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ENGINEERING • SURVEYING • PLATTING • LAND PLANNING  
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FIELD BOOK NO. 187284-41  
JOB ORDER NO. 11-3949  
C. LAMM/2007/RJ949  
REF. ORG.: R047-21

DRAWN BY: JMF  
CHECKED BY: CA