

**Return To:**

**DANIEL E. OATES, ESQUIRE  
LAW OFFICES OF OATES & OATES, P.A.  
1500 East Atlantic Boulevard  
Pompano Beach, FL 33060**

**DOCUMENT COVER PAGE**

**CROSS ACCESS AND PARKING EASEMENT**

1

**CROSS ACCESS AND PARKING  
EASEMENT**

THIS CROSS ACCESS AND PARKING EASEMENT is made and entered into as of this 27<sup>th</sup> day of September, 2005, by and between PRIME PROPERTIES GROUP OF SOUTH FLORIDA, INC., a Florida corporation ("Prime Properties"), and GIUSEPPE D'ABATE and CARLA D'ABATE (collectively, the "D'Abates").

WHEREAS, Prime Properties is the owner of certain real property in Broward County, Florida, more particularly described as:

The North Half of Lot 18, in Block 12, PINEHURST, according to the Plat thereof as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida.

(hereinafter, the "Prime Properties Parcel"); and

WHEREAS, the D'Abates are the owners of certain real property in Broward County, Florida, more particularly described as:

The South Half of Lot 18, less the East 12.5 feet, in Block 12, PINEHURST, according to the Plat thereof as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida.

(hereinafter, the "D'Abate Parcel"); and

WHEREAS, the D'Abates desire to grant an ingress and egress easement over the D'Abate Parcel to Prime Properties and Prime Properties desires to grant a parking easement over the Prime Properties Parcel to the D'Abates, all as more particularly set forth herein, (Prime Properties and the D'Abates are sometimes collectively referred to herein as "the Owners", and the Prime Properties Parcel and the D'Abate Parcel are sometimes individually referred to as "Parcel" and collectively referred to herein as the "Parcels").

NOW, THEREFORE, in consideration of the mutual covenants and the benefits that will inure to each of the parties under this Agreement, it is hereby agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as it set forth as length.

2. Grant of Ingress and Egress and Parking Easement.

(a) The D'Abates hereby grant and establishes for the benefit of Prime Properties, its successors and assigns and for the benefit of the Prime Properties Parcel, a non-exclusive irrevocable easement in perpetuity for vehicular ingress and egress over and across the D'Abate Parcel subject to the terms and conditions set forth herein.

(b) Prime Properties hereby grants and establishes for the benefit of the D'Abates, their successors and assigns and for the benefit of the D'Abate Parcel, a non-exclusive

easement in perpetuity for vehicular parking over the Prime Properties Parcel subject to the terms and conditions set forth herein.

(i) Of the fifteen (15) parking spaces on the Prime Properties Parcel, the eight (8) easternmost parking spaces shall be for the exclusive use of Prime Properties, their officers, employees, agents, customers, business visitors, guests, and invitees. Prime Properties may at its sole expense erect, maintain and enforce signage on these eight (8) spaces, designating them as parking for the exclusive use of Prime Properties, their officers, employees, agents, customers, business visitors, guests, and invitees or similar language.

(ii) The remaining seven (7) westernmost parking spaces shall be for the non-exclusive use of the Owners' customers, business visitors and guests with a one (1) hour time limit. Prime Properties will at its sole expense erect, maintain and enforce signage on these seven (7) parking spaces designating them as customer parking for the Prime Properties Parcel and D'Abate Parcel only with a one (1) hour time limit, or similar language.

(c) Each Owner agrees not to unreasonably obstruct or interfere with the free flow of pedestrian and vehicular traffic over the pavement located on each Parcel, intended for such purpose, and with the parking areas designated on each Parcel, except to the extent reasonably deemed necessary to prevent a dedication thereof, the accrual of any rights to the public therein or as elsewhere herein provided.

(d) It is understood and agreed that the easements granted in this Section 2 are not intended, and will not be construed, as a dedication of any portion of the overall Parcels for public use, and all parties subject to this Agreement shall take whatever steps may be necessary to avoid such dedication.

3. Term of Easement. The Easements described herein shall commence on the date hereof and shall be for a perpetual term, unless terminated as set forth below.

4. Maintenance. The Owner of each Parcel shall maintain the Parcel and any pavement located thereon owned by them in good condition and in a safe, clean, orderly and reasonably attractive manner and in such a way so that same shall not unreasonably interfere with the uses set forth herein. In the event that either party defaults in its obligations as described herein, then the other may give notice to such defaulting party (the "Defaulting Party") and the Defaulting Party shall have thirty (30) days following the date of receipt of such notice to restore that portion of the Easement Area to the required condition, or in the event restoration cannot be completed within such thirty (30) day period, to commence restoration and diligently pursue same to completion. In the event that the Defaulting Party fails to restore or commence restoration and diligently pursue same within such thirty (30) day period, then the other party may restore the easement over the other Parcel, as the case may be, to its required condition and, thereafter, the Defaulting Party shall pay the other party for the reasonable cost of such restoration within thirty (30) days following receipt by the Defaulting Party of a reasonably documented invoice for same.

5. Waiver. Failure of either Owner hereafter to complain of any default or violation by the other hereunder shall not be deemed a waiver of its rights hereunder. No waiver by any party hereunder at any time, express or implied, of any default or violation of any provision hereunder shall be deemed a consent to any subsequent defaults or violations hereunder.

6. Notices. Any and all notices authorized or required hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall from time to time designate to the other in writing):

If to Prime Properties: 1921 East Atlantic Blvd.  
Pompano Beach, Fl 33060

With a copy to:

Daniel E. Oates, Esq.  
Law Offices of Oates & Oates P.A.  
1500 East Atlantic Blvd., Suite B  
Pompano Beach, FL 33060-6769

If to the D'Abates: Café Roma  
1915 East Atlantic Blvd.  
Pompano Beach, Florida 33060

With a copy to:

Craig S. Barnett, Esq,  
Greenberg Traurig, P.A.  
401 East Las Olas Boulevard  
Suite 2000  
Fort Lauderdale, Florida 33301

7. Successors and Assigns. The rights and easements herein granted, the obligations herein imposed, and the agreements herein contained, shall be rights, easements, obligations and agreements running with the title to the Parcels and shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns, including, but not limited to, all subsequent fee simple owners of the Prime Properties Parcel or the D'Abate Parcel or any portion thereof; provided, however, that only the Owners shall be entitled to enforce the easements contained herein. However, no Owner shall be liable for any damages resulting from a breach of any of the provisions of this Agreement, except with respect to any such breach occurring during the time it is the Owner of the parcel upon which or with respect to which such breach occurred, and, anything herein to the contrary notwithstanding, no owner of any parcel

affected by this easement shall be personally liable for any judgment, and the enforcing party shall look solely to the defaulting Owner's interest in the parcel upon which the breach occurs.

8. Costs and Expenses. Wherever it is provided in this Agreement that any party shall perform or cause to be performed any obligations, it is agreed and understood that such party shall do the same at its sole cost and expense unless with respect to such obligation, it is provided expressly otherwise in this Agreement.

9. Enforcement. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity by the Owners, including the remedy of specific performance, with the prevailing party in any such action entitled to reimbursement of reasonable attorneys fees and cost incurred at the trial and all appellate levels.

10. Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

11. Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. The parties to this Agreement have participated fully in negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

12. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

13. Amendments. This Agreement may not be amended, modified or terminated except by written agreement of both of the then Owners of the Prime Properties Parcel and the D'Abate Parcel. Further, no modification or amendments shall be effective unless in writing and recorded in the Public Records of Broward County, Florida.

14. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements both oral and written, between the parties with respect thereto.

**SIGNATURE PAGE TO FOLLOW.**

EXECUTED as of the date and year first above written.

Signed sealed and delivered in the presence of

[Signature]  
James Huff

Victoria Santini  
Mario Lucarelli  
Victoria Santini  
Mario Lucarelli

**PRIME PROPERTIES GROUP OF SOUTH FLORIDA, INC.,** a Florida corporation

By: [Signature]  
Name: Jessie Leboy  
Title: President

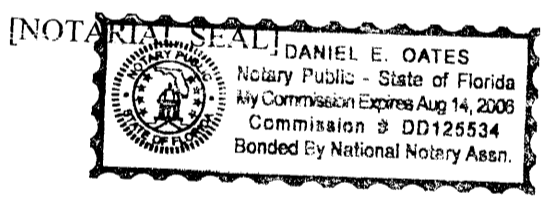
[Signature]  
GIUSEPPE D'ABATE

[Signature]  
CARLA D'ABATE

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

The foregoing instrument was acknowledged before me this 28 day of SEPT, 2005 by PRIME Leboy as PRES. of PRIME PROPERTIES GROUP OF SOUTH FLORIDA, INC., a Florida corporation, on behalf of the corporation. He/she/they personally appeared before me, is/are personally known to me or produced \_\_\_\_\_ as identification.

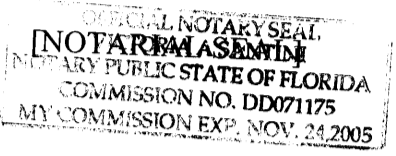


Notary: [Signature]  
Print Name: Daniel Oates  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

The foregoing instrument was acknowledged before me this 27th day of Sept 2005 by GIUSEPPE D'ABATE. He personally appeared before me, is personally known to me or produced as identification.

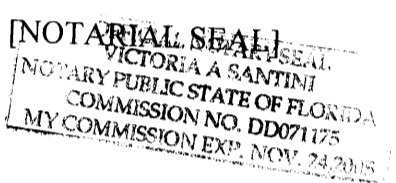


Notary: Victoria A. Santini  
Print Name: Victoria A. Santini  
Notary Public, State of Florida  
My commission expires: 11-24-05

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

The foregoing instrument was acknowledged before me this 27th day of Sept, 2005 by CARLA D'ABATE. She personally appeared before me, is personally known to me or produced as identification.



Notary: Victoria A. Santini  
Print Name: Victoria A. Santini  
Notary Public, State of Florida  
My commission expires: 11-24-05