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DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 08/09/2002 11:28:37 AM
FILE NUM 2002089208 OR BK/PG 03216/0230
RECORDING FEES 105.00

DEED DOC TAX 0.70

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RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT

THIS RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is made and entered into this 7th day of August, 2002, by and among **JDN REALTY CORPORATION**, a Maryland corporation ("JDN"), **BLOCKER HOLDINGS, LLC**, a Florida limited liability company ("Blocker Holdings"), and **BLOCKER'S FURNITURE & CARPETS INCORPORATED**, a Florida corporation ("Blocker's Furniture") (Blocker Holdings and Blocker's Furniture are collectively referred to herein as "Blocker") (JDN and Blocker are sometimes individually referred to herein as Owner and collectively referred to herein as the "Owners").

WITNESSETH

WHEREAS, JDN is the owner of that certain real property described in Exhibit A attached hereto and incorporated by reference herein (the "JDN Tract"); and

WHEREAS, Blocker Holdings is the owner of that certain real property described in Exhibit B attached hereto and incorporated by reference herein (the "Blocker Tract"); and

WHEREAS, the JDN Tract and the Blocker Tract (individually, each a "Tract", and sometimes collectively referred to as "Tracts") are contiguous parcels of real property as more particularly set forth on the site plan depicted in Exhibit C attached hereto and incorporated by reference herein which together make the Ocala West Shopping Center (the "Shopping Center"); and

WHEREAS, Blocker Holdings owns a portion of a building within the Blocker Tract (the "Blocker Building"); and

WHEREAS, the Blocker Building is a part of a larger building which is located on both the JDN Tract and the Blocker Tract (the "Greater Building"); and

WHEREAS, Blocker's Furniture intends to lease space in the Blocker Building and may subsequently acquire a fee interest in the Blocker Building; and

WHEREAS, the parties hereto desire to grant and convey to each other certain easement rights over their respective land subject to the terms and conditions set forth herein.

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NOW THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JDN and Blocker agree as follows:

1. ACCESS EASEMENT.

(a) JDN hereby grants, bargains, sells and conveys to Blocker, for the benefit and use of Blocker and Blocker's agents, successors, assigns, tenants, guests, invitees, and other occupants of the Blocker Tract, as an appurtenance to the Blocker Tract, a perpetual non-exclusive easement (the "Blocker Access Easement") over, across, upon, and through the parking/drive areas of the JDN Tract, as the same may from time to time be constructed and maintained, for the sole purpose of vehicular and pedestrian ingress, egress, parking and access to and from the Blocker Tract. This easement shall be non-exclusive so that JDN and JDN's tenants and their respective successors, assigns, guests, invitees and licensees shall have reciprocal rights of ingress, egress, parking and access to the JDN Tract. JDN hereby agrees not to erect or permit the erection of any curbing, fencing or other barriers or obstructions on the JDN Tract that will in any way interfere with the use of the JDN Access Easement by Blocker and Blocker's agents, successors, assigns, tenants, guests, invitees, and other occupants of the Blocker Tract. **JDN agrees not to impose a parking fee or related charge for any parking area within the JDN Tract or, without the prior written consent of Blocker in Blocker's reasonable discretion, permit any parking spaces within the JDN Tract to be signed or labeled as reserved for the use of JDN, or any particular tenant, or the customers or invitees of a particular tenant, on the JDN Tract.**

(b) Blocker hereby grants, bargains, sells and conveys to JDN, for the benefit and use of JDN and JDN's agents, successors, assigns, tenants, guests, invitees, and other occupants of the JDN Tract, as an appurtenance to the JDN Tract, a perpetual non-exclusive easement (the "JDN Access Easement") over, across, upon, and through the parking/drive areas of the Blocker Tract for the sole purpose of vehicular and pedestrian ingress, egress, parking and access to and from the JDN Tract. This easement shall be non-exclusive so that Blocker and Blocker's tenants and their respective successors, assigns, guests, invitees and licensees shall have reciprocal rights of ingress, egress, parking and access to the Blocker Tract. Blocker hereby agrees not to erect or permit the erection of any curbing, fencing or other barriers or obstructions on the Blocker Tract that will in any way interfere with the use of the JDN Access Easement by JDN and JDN's agents, successors, assigns, tenants, guests, invitees, and other occupants of the JDN Tract. Blocker agrees not to impose a parking fee or related charge for any parking area within the Blocker Tract or, without the prior written consent of JDN in JDN's reasonable discretion, permit any parking spaces within the Blocker Tract to be signed or labeled as reserved for the use of Blocker, or any particular tenant, or the customers or invitees of a particular tenant, on the Blocker Tract.

2. DRAINAGE EASEMENT.

(a) JDN hereby grants, bargains, sells and conveys to Blocker, for the benefit and use of Blocker, its successors and assigns, as an appurtenance to the Blocker Tract, a non-exclusive

easement over, across, upon and through the common areas of the JDN Tract (the "Blocker Drainage Easement Area"), for the sole purpose of allowing storm water drainage from the Blocker Tract over the Blocker Drainage Easement Area; subject to the terms and conditions set forth in Section 2(c) below, in addition to the other terms and conditions contained in this Agreement.

(b) Blocker hereby grants, bargains, sells and conveys to JDN, for the benefit and use of JDN, its successors and assigns, as an appurtenance to the JDN Tract, a non-exclusive easement over, across, upon and through the common areas of the Blocker Tract (the "JDN Drainage Easement Area"), for the sole purpose of allowing storm water drainage from the JDN Tract over the JDN Drainage Easement Area; subject to the terms and conditions set forth in Section 2(c) below, in addition to the other terms and conditions contained in this Agreement.

(c) The owner of each Tract agrees not to use the Drainage Easement Areas for the discharge or disposal of materials or substances which are controlled or regulated by any federal, state or local environmental law, rule or regulation applicable to that Tract and which discharge is in excess of an allowable amount or in a prohibited form; provided, however, nothing contained herein shall be deemed to apply to incidental discharges of such materials or substances or the inclusion thereof in ordinary surface water drainage that may occur as a result of, or in connection with, the ordinary conduct of business on that Tract unless the same cumulatively would result in a violation of such law, rule or regulation.

3. UTILITY EASEMENTS.

(a) The Owners, for themselves, their successors and assigns, hereby grant for the benefit of each other the non-exclusive rights and easements over their respective Tracts to install, connect, tap-in, maintain, relocate, repair and replace, at locations reasonably acceptable to both parties, and at times reasonably acceptable to both parties so as not to adversely affect the commercial operations of the affected party, any reasonably required utility facilities including, without limitation, water, gas, electricity, telephone, storm and sanitary sewers, septic systems, water retention and drainage facilities ("Utility Line(s)") to provide proper service for the improvements built or to be built on the Shopping Center. The Owners acknowledge and agree that portions of each Owner's sprinkler risers, telephone lines, electrical gear and electrical conduits servicing each Owner's respective portion of the Greater Building (the "Cabling") may be located on, in or about a portion of the other Owner's portion of the Greater Building. The parties acknowledge and agree that the Cabling shall be included in the definition of Utility Lines as set forth herein, except as specifically set forth to the contrary contained herein.

(b) If any Utility Line is to be installed pursuant hereto, the location of such Utility Line shall be subject to the prior written approval of the Owner whose Tract is to be burdened thereby, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, an Owner's approval may be withheld for any reason with respect to a Utility Line proposed to be located within any area on such Owner's Tract where a building either is then located or is expected to be located in the future. The easement area related thereto shall be no greater than is necessary to reasonably satisfy the utility company, as to an easement to a public utility, or a reasonable and customary distance on each side of the centerline of the Utility Line,

as actually installed, as to a private easement. The Owner whose Tract is to be burdened shall have the right to require that a copy of an as-built survey depicting the precise location and parameters of any such Utility Line be delivered to it at the installing Owner's expense.

(c) Any Owner of a Tract installing, connecting to, maintaining, repairing, restoring and/or replacing a Utility Line on the other Owner's Tract pursuant to this Section (i) shall provide at least thirty (30) days prior written notice to the other Owner of its intention to do such work, (ii) shall pay all costs and expenses with respect to such work, (iii) shall cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed using first-class materials and in a good and workmanlike manner as quickly as possible and in a manner so as to minimize interference with the conduct or operation of the business of the other Owner and its tenants, occupants, licensees and invitees, (iv) shall not increase the cost of the utility services to the other parties served by such Utility Line, shall not cause the current capacity of the existing Utility Line to be exceeded, and shall not interrupt, diminish, or otherwise interfere with the utility services to the other Owner and its tenants and occupants served by such Utility Line (except during periods other than during the normal business operating hours of such other parties and during such periods as otherwise approved by the other Owner), (v) shall comply in all respects with all applicable governmental laws, regulations, and requirements, (vi) shall promptly, at its sole cost and expense, clean the area (as needed) and restore the affected portion of the Shopping Center (including, without limitation, any disturbed landscaping improvements) to a condition equal to or better than the condition which existed prior to the commencement of such work, (vii) shall cause the contractor performing the work to maintain insurance with minimum coverage equal to the minimum coverage requirements set forth in Section 8 below, and (viii) indemnify and hold the other Owner and any occupants and tenants thereof harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, which may result from any such work. Notwithstanding anything to the contrary contained herein, each Owner reserves the right to supervise and control any repairs, maintenance or replacement of the Cabling located within each Owner's portion of the Greater Building.

(d) Each Owner shall have the right, at its sole cost and expense, to relocate elsewhere within its Tract any Utility Line serving the other Tract, provided such relocation shall be performed only after at least thirty (30) days written notice of such intention to so relocate has been given to the other Owner and provided such relocation: (i) shall not increase the cost of the utility services to the parties served by such Utility Line and shall not interrupt, diminish, or otherwise interfere with the utility services to the parties served by such Utility Line (except during periods other than during the normal business operating hours of such parties and during such periods as otherwise approved by such parties); (ii) shall not reduce or impair the usefulness or function of such Utility Line; (iii) shall be performed without cost or expense to the parties served by such Utility Line; (iv) shall be completed in a good and workmanlike manner using materials (if and to the extent available) and design standards which equal or exceed those originally used; (v) shall not unreasonably interfere with the conduct or operation of the business of the other Owner and its tenants, occupants, licensees and invitees; and (vi) unless such relocation is an emergency, such relocation shall occur during months other than August, November and December of any given year. Documentation of the relocated Utility Line

easement area shall be the expense of the Owner undertaking such relocation and shall be accomplished as soon as possible. Each party served by such relocated Utility Line shall have a right to require that an as-built survey of such relocated Utility Line be delivered to it at the relocating party's expense.

(e) The Owner of each Tract shall be responsible for all connection charges, meter fees and charges, user fees, tap-on fees, impact fees, acreage fees, and similar fees and charges imposed as a result of the connection of any Utility Line to the building(s) constructed upon its Tract.

(f) The Owner of each Tract on which such Utility Lines are located shall have the right to dedicate and convey to appropriate governmental entities and public utility companies any Utility Lines installed pursuant to this Section 3, provided any such dedication or conveyance shall not adversely affect the use and enjoyment of such Utility Lines by the other Owner, and its tenants, occupants, licenses and invitees, and to grant any other easements or licenses to such appropriate governmental entities and public utility companies as are reasonably necessary for desirable for obtaining adequate utility service for the benefit of such Owner's Tract, provided such easements and licenses shall not interfere with the use and enjoyment of the other Tract and are located outside of the areas on such other Tract where a building either is located or is expected to be located in the future. Each Owner shall cooperate with and assist the other Owner and shall join in and consent to such dedications and conveyances if requested by any the other Owner, at no cost, however, to such cooperating Owner.

4. MAINTENANCE OF THE TRACTS.

(a) Each Owner shall maintain, or cause to be maintained, its Tract in a safe and attractive condition and in a good state of repair. The unimproved portions of each Tract shall be kept litter-free. The minimum standard of maintenance of each Tract shall be comparable to the standard of maintenance followed in other similar-class retail developments of comparable size in the Ocala, Florida area in which the Shopping Center is located. All improvements to each Tract shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony and integration of the Shopping Center as a whole.

(b) The maintenance and repair obligations of each Owner with respect to such Owner's Tract shall include, without limitation, the following:

(i) Maintaining all paved surfaces and curbs in its Tract in a smooth and evenly covered condition; and

(ii) Periodically removing all papers, debris, filth, refuse, ice and snow, including vacuuming and broom sweeping to the extent necessary to keep its Tract in a clean and orderly condition. All sweeping shall be performed at appropriate intervals during such times as shall not interfere with the conduct of business or use of the other Tract and its tenants, occupants and their invitees; and

(iii) Restriping of parking lots and drive lanes in its Tract as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian crosswalks in its Tract; and

(iv) Maintaining, cleaning, repairing and replacing lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers in its Tract; and

(v) Maintaining and replacing all landscape plants, trees and shrubs in its Tract, including those adjacent to the exterior walls of any buildings on each Tract, in an attractive and thriving condition, trimmed and weed free; and

(vi) Maintaining, cleaning repairing and replacing all sidewalks, including those adjacent and contiguous to buildings located within its Tract; and

(vii) Maintaining the exterior portions of all buildings located on its Tract in a first-class condition and state of repair, in compliance with all applicable laws, codes, ordinances, rules and regulations.

(c) **Each Owner shall keep its Tract fully illuminated each day from dusk to at least 10:00 p.m., unless the Owners agree upon a different time.** Each Owner shall keep any exterior building security lights illuminated from dusk until dawn. Each Owner grants an irrevocable license to the other Owner for the purpose of permitting lighting from one Tract to incidentally shine on the adjoining Tract.

5. ALTERATIONS.

(a) So long as Blocker owns the Blocker Tract, Blocker shall have the right to modify, alter and change the exterior portion of any and all existing buildings located on the Blocker Tract. Notwithstanding the foregoing, during any period of construction, Blocker shall take reasonable efforts to minimize any disruption caused to JDN as a result of such construction, and Blocker shall take commercially reasonable efforts to provide JDN with a copy of the plans and specifications for any substantial changes, alterations or modifications to exterior portion of any and all buildings located on the Blocker Tract. Notwithstanding the foregoing, in the event the Blocker Tract is transferred, conveyed, sold, hypothecated and/or assigned to any third party not affiliated with Blocker (the "New Owner"), such New Owner shall not make any material changes to the Blocker Tract and/or the exterior portion of the Blocker Building without the prior written consent of JDN, which consent shall not be unreasonably withheld, conditioned or delayed. In the event a New Owner intends to alter, modify or change any portion of the Blocker Tract, including the exterior portion of the Blocker Building, such New Owner shall provide JDN with notice of such intent and a copy of the plans and specifications for such alterations, modifications and/or changes for JDN's review and approval, such approval not to be unreasonably withheld, conditioned or delayed. In the event JDN withholds its approval or does not approve such plans within thirty (30) days following JDN's receipt thereof, the parties may appoint a third party architect with national and/or regional experience in shopping center design, to determine whether JDN's withholding of its

approvable of such New Owner's plans was reasonable. In the event the parties cannot agree upon the appointment of such third party architect within a reasonable amount of time, the parties shall each appoint an architect with national and/or regional experience in shopping center design, and the two architects shall together appoint a third architect with national and/or regional experience in shopping center design, and such third appointed architect shall review the New Owner's plans and determine whether JDN's withholding of its consent was reasonable. In the event the appointed architect determines JDN's withholding of its consent was unreasonable, JDN's consent will be deemed granted. Any exterior modifications, alterations or changes to the Blocker Tract shall be of first quality construction and designed so that the exterior elevations and surfaces (including, without limitation, building materials, signs and colors) are architecturally and aesthetically compatible and harmonious with the buildings then located on the JDN Tract, as determined by the parties in their reasonable discretion.

(b) Notwithstanding anything to the contrary set forth in Section 5(a) above, Blocker shall not have the right to reconfigure or change the parking spaces or landscaped areas within the Blocker Tract without JDN's prior written consent, in each instance, which consent shall not be unreasonably withheld. Blocker shall not have the right to construct or allow any buildings, parking decks or other parking structures, free-standing signs, kiosks or other structures within the area set forth on Exhibit B as the "Blocker No Change Area" without the prior written consent of JDN, which consent may be withheld in JDN's sole reasonable discretion. Notwithstanding the foregoing, JDN agrees that (i) in the event Blocker desires to construct an additional building, containing up to twenty thousand (20,000) square feet of space, in the portion of the Blocker No Change Area labeled on Exhibit B-1 as the "Blocker Permissible Building Area"; and (ii) Blocker obtains all necessary consents, approvals, licenses, and permits from any all parties in interest, including, without limitation, any governmental authorities, adjacent land owners other than JDN, tenants on the Blocker Tract or on the JDN Tract that may have approval rights over the construction of such building, then Blocker shall be entitled to construct such building in the Blocker Permissible Building Area and JDN's consent to the same shall not be required; provided, however, that Blocker shall provide prior written notice to JDN of Blocker's intention to construct such building and shall provide JDN with reasonable evidence that all required consents, approvals, licenses and permits have been obtained by Blocker. Notwithstanding anything to the contrary contained herein, upon Blocker's written request JDN agrees to use commercially reasonable efforts to assist Blocker in obtaining any required and/or necessary consents from any applicable third parties in connection with (i) Blocker's proposed construction in the Blocker Permissible Building Area, and/or (ii) in the event the Blocker Permissible Building Area needs to be relocated, the relocation of the Blocker Permissible Building Area.

(c) JDN shall have the right to modify, alter and change the exterior portion of any and all buildings located on the JDN Tract. Notwithstanding the foregoing, during any period of construction, JDN shall take reasonable efforts to minimize any disruption caused to Blocker as a result of such construction, and JDN shall take commercially reasonable efforts to provide Blocker with a copy of the plans and specifications for any substantial changes, alterations or modifications to the JDN Tract.

(d) JDN shall not have the right to reconfigure or change the parking spaces or

landscaped areas within the JDN Tract without Blocker's prior written consent, in each instance, which consent shall not be unreasonably withheld. So long as Blocker is the owner of the Blocker Tract, JDN shall not have the right to construct or allow any buildings, parking decks or other parking structures, free-standing signs, kiosks or other structures within the area set forth on Exhibit A as the "JDN No Change Area" without the prior written consent of Blocker, which consent may be withheld in Blocker's sole reasonable discretion.

(e) Notwithstanding anything to the contrary contained herein, the Owners hereby agree the Owners shall not, without the prior written consent of the other Owner, which consent may be withheld in such Owner's sole discretion, (i) erect, construct or install any transformer pad, trash compactor pad, dumpster pad, generator pad, storage container, loading dock or dockwells or any other structure within the area demarcated as the "Service Drive" on Exhibit C or (ii) use such Service Drive or any portion thereof for the staging of trucks or equipment or the storage of materials.

(f) In the event either Owner performs any construction on the exterior façade of any building within such Owner's Tract, such Owner shall construct a fence surrounding the construction area sufficient to protect the other portions of the Shopping Center from dust, debris and other safety hazards occasioned by such construction work. The fencing shall be of a color and material which is architecturally harmonious with the Tract upon which the construction is occurring.

6. CASUALTY. If any of the buildings in the Shopping Center are damaged by fire or other casualty, the Owner of such damaged building shall, subject to governmental regulations and/or insurance adjustment delay, promptly remove the debris resulting from such event and provide a barrier, and within a ninety (90) days following the date of such damage shall commence and diligently pursue one or more of the following alternatives:

- (a) repair and restore the building so damaged to a complete unit;
- (b) construct a new building or buildings in, on or near such location;
- (c) demolish the damaged building or any portion thereof and restore the cleared area to either a hard surface or a landscaped condition until such time as a new building or buildings are constructed in, on or near such area.

Notwithstanding anything to the contrary contained herein, in the event the common wall between the Blocker Building and the building located in the JDN Tract is damaged, each Owner shall have the right to reconstruct the common wall so as to restore its building to a complete unit and the other Owner shall cooperate with such construction. Notwithstanding the foregoing, nothing contained herein shall be deemed to require either Owner to repair, restore or construct a new building in the event such Owner's building is damaged by fire or other casualty.

7. RESTRICTIVE COVENANTS.

- (a) Blocker shall provide reasonable notice to JDN of any proposed change in the use

of the Blocker Tract or the Blocker Building. In addition, Blocker agrees that during the term of this Agreement neither the Blocker Building nor the Blocker Tract shall be used for any of the following uses: any use in a manner that will be in violation of law; any use which violates any prior in time recorded exclusive uses, restrictions and/or prohibitions encumbering the Blocker Tract; any activity of the type which is not generally considered appropriate for family-oriented shopping centers conducted in accordance with good and generally accepted standards of operation; any business, use or purpose which is immoral or disreputable (including without limitation a massage parlor, adult bookstore (which shall include a store which sells or offers sexually explicit materials including, without limitation, video, audiotapes, films, devices, apparel and the like), "peep show" store, topless or strip club; a so-called "head" shop, "second hand", or surplus store; off-track betting, gambling, gaming or check cashing facility), or which is hazardous or which constitutes a nuisance of any kind (public or private); any store selling, distributing, displaying or offering for sale (i) any roachclip, water pipe, bong, coke spoon, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs; or (ii) any pornographic, lewd, suggestive or "adult" newspaper, book, magazine, film, picture, recording, representation or merchandise of any kind. Further, Blocker agrees that during the term of this Agreement neither the Blocker Building nor the Blocker Tract shall be used for the operation of a tavern, bar, or other establishment whose annual gross sales (or projected annual gross sales) from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross sales for such business.

(b) Subject to any leases for the Shopping Center in effect as of the date of this Agreement, JDN agrees that during the term of this Agreement no building in the JDN Tract shall be used for any of the following uses: any use in a manner that will be in violation of law; any business, use or purpose which is immoral or disreputable (including without limitation a massage parlor, adult bookstore (which shall include a store which sells or offers sexually explicit materials including, without limitation, video, audiotapes, films, devices, apparel and the like), "peep show" store, topless or strip club; a so-called "head" shop, "second hand", or surplus store; off-track betting, gambling, gaming or check cashing facility); or any store selling, distributing, displaying or offering for sale (i) any roachclip, water pipe, bong, coke spoon, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs; or (ii) any pornographic, lewd, suggestive or "adult" newspaper, book, magazine, film, picture, recording, representation or merchandise of any kind.

(c) JDN agrees that during the term of this Agreement, restaurants shall only be permitted in the portion of the Shopping Center designated on Exhibit C and labeled "Permitted Restaurant Area". Additionally, subject to any leases for the Shopping Center in effect as of the date of this Agreement, JDN and JDN's successors and assigns shall not permit the operation of any tavern, bar, or other establishment whose annual gross sales (or projected annual gross sales) from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross sales for such business in the portion of the Shopping Center designated on Exhibit C and labeled "No Alcohol Zone".

(d) In the event Blocker desires to change its use of the Blocker Tract to a use prohibited and/or restricted by a recorded instrument but which is generally considered appropriate for family-oriented shopping centers conducted in accordance with good and

generally accepted standards of operation, and notwithstanding anything to the contrary contained herein, upon Blocker's written request, JDN shall use commercially reasonable efforts to obtain any necessary consents from any applicable tenants of the JDN Tract in connection with Blocker's proposed change in use of the Blocker Tract.

8. INSURANCE.

(a) Blocker's Insurance Requirements.

(i) Blocker shall (and by its execution hereof shall be deemed to have agreed), at all times during the term of this Agreement, carry and maintain, at its sole cost and expense:

(1) non-deductible commercial general liability insurance policy with respect to liability arising out of the use, occupancy, work or maintenance of the Blocker's Building, the Blocker's Tract, the JDN Tract, and all areas appurtenant thereto, to afford protection with respect to bodily injury, death or property damage, or assumed or contractual liability under this Agreement with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) annual aggregate, or equivalent coverage thereof; and

(2) all-risk property insurance policy with a maximum \$10,000 deductible, written at replacement cost and with replacement cost endorsement, covering all of Blocker's personal property in Blocker's Building, the Blocker's Tract, and the JDN Tract; and

(3) non-deductible worker's compensation insurance policy in form and amounts required by law.

(ii) Blocker shall require any contractor (and any subcontractor) of Blocker performing work on Blocker's Building, the Blocker's Tract, or the JDN Tract to carry and maintain, at no expense to JDN, a non-deductible:

(1) commercial general liability insurance policy, including (but not limited to) contractual liability coverage and completed operations coverage, to afford protection, with respect to bodily injury, death or property damage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence; and

(2) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to bodily injury or death or property damage; and

(3) worker's compensation insurance policy in form and amounts required by law.

(iii) The company or companies writing any insurance which Blocker or its

contractor(s) is/are required to maintain pursuant to this Section 8, as well as the form of such insurance, shall at all times be subject to JDN's approval in its reasonable discretion and any such company or companies shall be licensed to do business in the State of Florida. The commercial general liability and automobile liability policies shall name JDN and the property manager of the JDN Tract and their respective designee(s) as additional insured(s) and shall be primary and non-contributory, and shall also contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed or not renewed without at least thirty (30) days' advance notice to JDN in accordance with the notice provisions of this Agreement. At JDN's request, prior to the commencement of any of Blocker's work on Blocker's Building, the Blocker's Tract, or the JDN Tract, Blocker shall deliver to JDN a certified copy of each such policy or a certificate thereof evidencing the insurance coverage required hereunder which policy or certificate shall be in form and content satisfactory to JDN. If Blocker shall fail to perform any of its obligations under this Section 8, JDN may perform the same and the cost of same shall be payable by Blocker upon JDN's demand.

(b) **JDN's Insurance Requirements.**

(i) JDN shall (and by its execution hereof shall be deemed to have agreed), at all times during the term of this Agreement, carry and maintain, at its sole cost and expense:

(1) non-deductible commercial general liability insurance policy with respect to liability arising out of the use, occupancy, work or maintenance of the the JDN Tract, and all areas appurtenant thereto, to afford protection with respect to bodily injury, death or property damage, or assumed or contractual liability under this Agreement with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) annual aggregate; and

(2) all-risk property insurance policy with a maximum \$10,000 deductible, written at replacement cost and with replacement cost endorsement, covering all of JDN's personal property in the JDN Tract; and

(3) non-deductible worker's compensation insurance policy in form and amounts required by law.

(ii) JDN shall require any contractor (and any subcontractor) of JDN performing work on Blocker's Building, the Blocker's Tract, or the JDN Tract to carry and maintain, at no expense to Blocker, a non-deductible:

(1) commercial general liability insurance policy, including (but not limited to) contractual liability coverage and completed operations coverage, to afford protection, with respect to bodily injury, death or property damage of not less than One Million Dollars (\$1,000,000) combines single limit per occurrence; and

(2) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to bodily injury or death or property damage; and

(3) worker's compensation insurance policy in form and amounts required by law.

(iii) The company or companies writing any insurance which JDN or its contractor(s) is/are required to maintain pursuant to this Section 8 shall be licensed to do business in the State of Florida. The commercial general liability and automobile liability policies shall name Blocker as an additional insured and shall be primary and non-contributory. The commercial general liability and automobile liability policies shall be primary and non-contributory. At Blocker's request, prior to the commencement of any of JDN's work on Blocker's Building, the Blocker's Tract, or the JDN Tract, JDN shall deliver to Blocker a certified copy of each such policy or a certificate thereof evidencing the insurance coverage required hereunder. If JDN shall fail to perform any of its obligations under this Section 8, Blocker may perform the same and the cost of same shall be payable by JDN upon Blocker's demand.

9. RELEASE. Any person or entity acquiring fee or leasehold title (including the parties hereto but excluding tenants occupying space under leases, other than Blocker's Furniture) to any Tract (or any interest therein) shall be bound by this Agreement only as to the Tract or portion of the Tract (or interest therein) acquired by such person or entity. In addition, such person or entity shall be bound by this Agreement only during the period such person or entity is the fee or leasehold owner of such Tract or portion thereof (or interest therein), except as to obligations, liabilities or responsibilities that accrue during said period. Although persons or entities may be released under this Section 9, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said Tracts and to run with the title thereto. Further, the parties hereto acknowledge that the obligations of Blocker under this Agreement are non-recourse with respect to Blocker Holdings, and its member First American Blocker, Inc., and, with respect to the enforcement of Blocker's obligations under this Agreement, JDN will look solely to Blocker's Furniture for such performance.

10. TAXES. Each Owner of a Tract agrees to pay, prior to delinquency, all real and personal property taxes and assessments levied against its Tract directly to the appropriate taxing authorities. Notwithstanding the foregoing, in the event that the Shopping Center is not replatted and/or subdivided so that the Blocker Tract and the JDN Tract are assessed as separate tax parcels, Blocker shall pay an equitable portion of the taxes for the Shopping Center. Further, to the extent the taxes on the Shopping Center are increased specifically as a result of any improvements constructed on the Blocker Tract by or on behalf of Blocker prior to the time the Blocker Tract is assessed as a separate tax parcel, Blocker shall be solely responsible for the payment of such increase in the taxes on the Shopping Center.

11. LIENS. Neither JDN nor Blocker will permit or suffer any liens to be placed upon the other Owner's Tract or any portion thereof as a result of the construction, maintenance or use by JDN of JDN's Tract or Blocker of Blocker's Tract (as applicable), or the easements herein granted. All work done or performed by each Owner, and/or their respective successors and permitted assigns, shall be diligently prosecuted to completion and shall be paid for by such Owner. Neither Owner shall be liable or responsible for any activities of the other Owner or its

successors or permitted assigns, and each Owner, and their respective successors and permitted assigns shall do nothing which might create any lien or encumbrance upon the other Owner's Tract or any portion thereof. Should anyone attempt to file a lien against the Tract of an Owner or any portion thereof by reason of the activities of the other Owner, or such other Owner's agents, contractors, subcontractors, successors or permitted assigns pursuant hereto, the Owner permitting or causing such lien to be filed shall cause such lien to be canceled and discharged of record within fifteen (15) days from the date the Owner permitting or causing such lien to be filed first receives notice of the filing of such lien. In the event that the Owner permitting or causing such lien to be filed, fails to satisfy and discharge of record any such liens as set forth above within said fifteen (15) day period, the other Owner may do so and the non-complying Owner shall, upon demand, pay to the other Owner all costs and expenses incurred by such other Owner in connection with the satisfaction and discharge of such liens, including attorneys' fees. Further, each Owner agrees to indemnify, defend and save the other Owner harmless from and against any damage or loss incurred by the non-indemnifying Owner as a result of any such lien.

(b) Notice is hereby given that (i) JDN shall not be liable for any acts or works performed by Blocker or its successors or permitted assigns nor for any labor or material furnished to Blocker or its successors or permitted assigns, and no mechanics', materialmens', or other liens shall attach to, encumber, or affect the estate or interest of JDN in and to the JDN Tract, and (ii) Blocker shall not be liable for any acts or works performed by JDN or its successors or permitted assigns nor for any labor or material furnished to JDN or its successors or permitted assigns, and no mechanics', materialmens', or other liens shall attach to, encumber, or affect the estate or interest of Blocker in and to the Blocker Tract.

12. RIGHT TO PERFORM FOR THE OTHER OWNER.

(a) In the event Blocker, in its reasonable discretion, determines JDN has failed to perform any of JDN's obligations, duties, or responsibilities under this Agreement in order to reasonably facilitate the use of the easements contained herein and JDN fails to commence and diligently pursue such work or repairs to completion within thirty (30) days after notice from Blocker stating the nature of such necessary work or repairs, Blocker shall have the right, but not the obligation, to complete such work or repairs on JDN's behalf, without prejudice to any of Blocker's other remedies whether at law, in equity, or under the terms of this Agreement, and JDN shall pay, upon Blocker's demand, all costs and expenses incurred by Blocker so performing on JDN's behalf. Notwithstanding the foregoing, if JDN fails to complete said repairs within such thirty (30) day period due to adverse weather conditions, labor disputes, fire, unavoidable casualties or other causes beyond JDN's control, JDN may extend such thirty (30) day period for a reasonable time by sending a written notice to Blocker specifying the cause of such unavoidable delay and a reasonable time to overcome such cause and complete such work. JDN agrees to pay all costs and expenses incurred by Blocker in performing on JDN's behalf under this Section 12 within thirty (30) days of the date of Blocker's demand therefor. In the event that JDN fails to pay all such amounts to Blocker within such thirty (30) day period, then the outstanding balance thereof shall bear interest at the rate of twelve percent (12%) per annum or the then highest rate allowable under applicable law, whichever is higher.

(b) In the event JDN, in its reasonable discretion, determines Blocker has failed to perform any of Blocker's obligations, duties, or responsibilities under this Agreement in order to reasonably facilitate the use of the easements contained herein and Blocker fails to commence and diligently pursue such work or repairs to completion within thirty (30) days after notice from JDN stating the nature of such necessary work or repairs, JDN shall have the right, but not the obligation, to complete such work or repairs on Blocker's behalf, without prejudice to any of JDN's other remedies whether at law, in equity, or under the terms of this Agreement, and Blocker shall pay, upon JDN's demand, all costs and expenses incurred by JDN in so performing on Blocker's behalf. Notwithstanding the foregoing, if Blocker fails to complete said repairs within such thirty (30) day period due to adverse weather conditions, labor disputes, fire, unavoidable casualties or other causes beyond Blocker's control, Blocker may extend such thirty (30) day period for a reasonable time by sending a written notice to JDN specifying the cause of such unavoidable delay and a reasonable time to overcome such cause and complete such work. Blocker agrees to pay all costs and expenses incurred by JDN in performing on Blocker's behalf under this Section 12 within thirty (30) days of the date of JDN's demand therefor. In the event that Blocker fails to pay all such amounts to JDN within such thirty (30) day period, then the outstanding balance thereof shall bear interest at the rate of twelve percent (12%) per annum or the then highest rate allowable under applicable law, whichever is higher.

13. NONEEXCLUSIVITY. Each of the Owners agrees that the above-referenced easements are nonexclusive.

14. NOTICE. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or via the United States Postal Service, in registered or certified form, postage prepaid, return receipt requested, and addressed to such party at the address listed below, or to such other address as has been provided to the other parties hereto in accordance with this section. All notices shall be effective (and the time period in which a response to any notice must be given, if any, shall commence to run on such effective date) depending on the form of delivery, as follows: (i) if personally delivered, on the date of receipt, or (ii) if sent by Federal Express or similar service, on the date of receipt, or (iii) if sent by U.S. Certified or Registered Mail, three (3) days after being deposited in the United States Mail. Rejection or failure to claim delivery of any such notice, demand or request, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request sent as of the date of deposit in the United States Mail or the date of attempted personal delivery, as the case may be. By giving at least thirty (30) days written notice thereof, any party shall have the right from time to time and at any time to change their respective addresses. For the purposes of this paragraph, the notice addresses shall be initially as follows:

JDN:

JDN Realty Corporation
359 East Paces Ferry Road
Suite 400
Atlanta, Georgia 30305
Attn: Property Management

Blocker:

Blocker Holdings, LLC

c/o First American Blocker, Inc.
1983 Centre Pointe Boulevard, Suite 100
Tallahassee, Florida 32308
Attn: Janice T. Houff

15. SIGNAGE. JDN hereby grants to Blocker the right to place a sign panel on each side of the existing pylon sign (collectively, "Blocker's Sign") owned by JDN, located in the Shopping Center and facing State Road 200, upon and subject to the following terms and conditions:

(a) All costs and expenses in connection with the installation, repair, replacement, maintenance and removal of Blocker's Sign shall be the responsibility of Blocker.

(b) The size, design, color, lettering, location and illumination of Blocker's Sign shall be subject to the prior written approval of JDN, such approval not to be unreasonably withheld and shall comply with all legal requirements.

(c) Subject to all applicable laws, codes and ordinances, JDN shall have the right to relocate and/or reconfigure the existing pylon sign at any time during the term of this Agreement provided Blocker's rights hereunder are not materially adversely affected.

16. MISCELLANEOUS.

(a) The terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

(b) The fact that one party did substantially all of the drafting of this Agreement shall not result in the provisions hereof being construed in favor of the other party, it being understood and agreed that both parties have had the full opportunity for legal input into this document. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party, and to either corporations, associations, trusts, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

(c) If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) Each party agrees to perform such further acts, and to execute and deliver such further documents, as may be reasonably necessary to carry out the provisions of this Agreement, provided same are consistent herewith.

(e) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs of suit.

(f) Blocker and JDN each warrant and represent to the other that the parties signing this Agreement on their behalf are the duly authorized and empowered officers of Blocker or JDN, as the case may be, that the consent or agreement of no other parties is required for the execution and delivery of this Agreement and that this Agreement constitutes the binding and enforceable obligation of Blocker or JDN, as the case may be.

(g) Time shall be of the essence as to every provision of this Agreement.

(h) This Agreement may be executed in any number of counterparts, whether they be originals, copies or facsimiles which taken together, shall be and constitute a fully executed and enforceable Agreement as if all parties had signed the same copy of this Agreement.

(i) Nothing contained herein shall be deemed to create the relationship of principal and agent, partnership, or joint venture between JDN and Blocker.

(j) Each owner of a Tract agrees with the owner of a Tract that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon each party's respective Tract for the purpose of constructing, or financing the ownership of the real property and/or improvements thereon shall be subordinate and inferior to the encumbrance created by this Agreement.

(k) In the event of a breach or threatened breach of this Agreement, only record owners of the Tracts at any time affected thereby and their successors and assigns at the time such breach occurs shall be entitled to institute proceedings for full and adequate relief, including without limitation injunctive relief, from the consequences of said breach or threatened breach. In no event shall such a breach result in a reversion of the title to any Tract.

(l) The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the title to each Tract. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

(m) Except as specifically provided herein, the easements, rights and privileges created hereby shall expire on the last day of the fiftieth (50th) full calendar year following the date of full execution of this Agreement (the "Expiration Date"), unless the parties agree to extend the term of this Agreement; provided, however, if, prior to the Expiration Date, any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods, not to extend beyond the Expiration Date, unless all of the Tract owners and any parties owning at that time any security interest in any of the Tracts shall execute and record in the Marion County, Florida real estate records a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

(n) The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

(o) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. The owners from time to time of either of the Tracts shall not be entitled to rely upon any statement, promise or representation not herein expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed and delivered by the then owner of both of the Tracts.

(p) Whenever any action herein of any owner of a Tract requires the consent or approval of the owner of the other Tract, then the party requesting such consent or approval shall submit to the owner of the other Tract a written notice delivered in accordance with Section 14 above describing the action for which such party seeks consent or approval, together with such documents or instruments as may be reasonably necessary for the owner of the applicable Tract to review in connection therewith. **The owner of the applicable Tract shall then have twenty (20) business days from the effective date of each such notice in which to respond to the request of such party for consent or approval. If the owner of such Tract does not respond to such request within said twenty (20) business day period, such owner of the Tract shall be deemed to have rejected the action for which consent or approval was requested.**

(q) JDN and Blocker each hereby agree that they will not construct or permit construction of a barrier of any kind which interferes with the flow of vehicular traffic over and upon the easement areas designated for vehicular traffic on the JDN Tract and the Blocker Tract. **Each owner of a Tract hereby expressly reserves for itself, its successors, successors-in-title and assigns, all rights and privileges incident to the ownership of the fee simple estate of its Tract which are not inconsistent with the rights, privileges and easements herein granted in favor of the owner of the other Tract, including, without limitation, the right to grant additional non-exclusive easements to third parties, over, under and across the owner's Tract or any portion thereof. Nothing contained herein shall affect the right of each owner of a Tract to construct or install utilities, walkways, roads, curbs, parking area, landscaping, berms or similar improvements under, over and through its Tract or portion thereof, provided the same does not conflict with any of the agreements contained herein and does not unreasonably impair the easements, rights and privileges granted to the other owner of a Tract hereunder, and provided further that there shall be no disruption in any utility service or means of ingress or egress resulting therefrom.**

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed as of the day and year first above written.

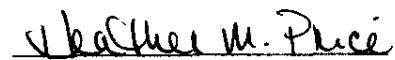
Signed, sealed and delivered
this 7th day of August, 2002,
in the presence of:



Witness LeAnne Suber



Witness Danielle Sparkman

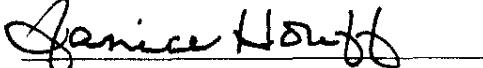


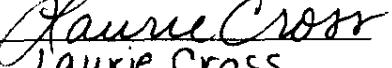
Notary Public Heather M. Price

BLOCKER HOLDINGS:

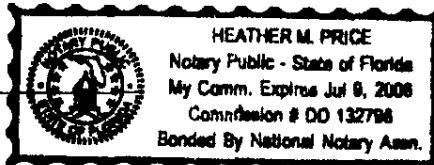
BLOCKER HOLDINGS, LLC,
a Florida limited liability company

By: First American Blocker, Inc., its sole member

By: 
Janice T. Houff, President

Attest: 
Name: Laurie Cross
Title: Vice President, Secretary

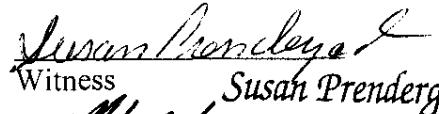
My Commission Expires: _____



[NOTARIAL SEAL]

[SEAL]

Signed, sealed and delivered
this 7th day of August, 2002,
in the presence of:


Witness Susan Prendergast

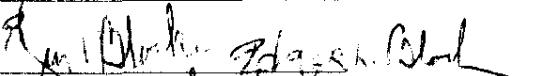

Witness Nancy Smith


Notary Public Susan Prendergast

BLOCKER'S FURNITURE:

BLOCKER'S FURNITURE & CARPETS
INCORPORATED, a Florida corporation

By: 
Name: Russell D. Black
Title: President

Attest: 
Name: Russell D. Black
Title: President

My Commission Expires: _____

[NOTARIAL SEAL]

[SEAL]

[Signatures Continue on Following Page]

[Signatures Continue from Previous Page]

Signed, sealed and delivered
this 30th day of July, 2002,
in the presence of:

George Bush

Witness

Jack

Witness

Melani Allen

Notary Public

JDN:

JDN REALTY CORPORATION,
a Maryland corporation

By: A. Rothfeder

Name: Andrew Rothfeder
Title: Executive Vice President

Attest: John D. Harris, Jr.

Name: John D. Harris, Jr.
Title: Secretary

My Commission Expires: _____

[NOTARIAL SEAL]

[SEAL]

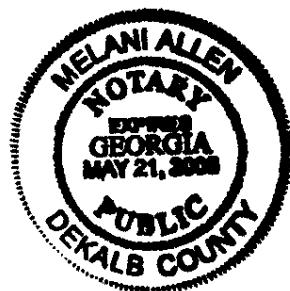


EXHIBIT A

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OR BOOK/PAGE 03216/0249

JDN Tract

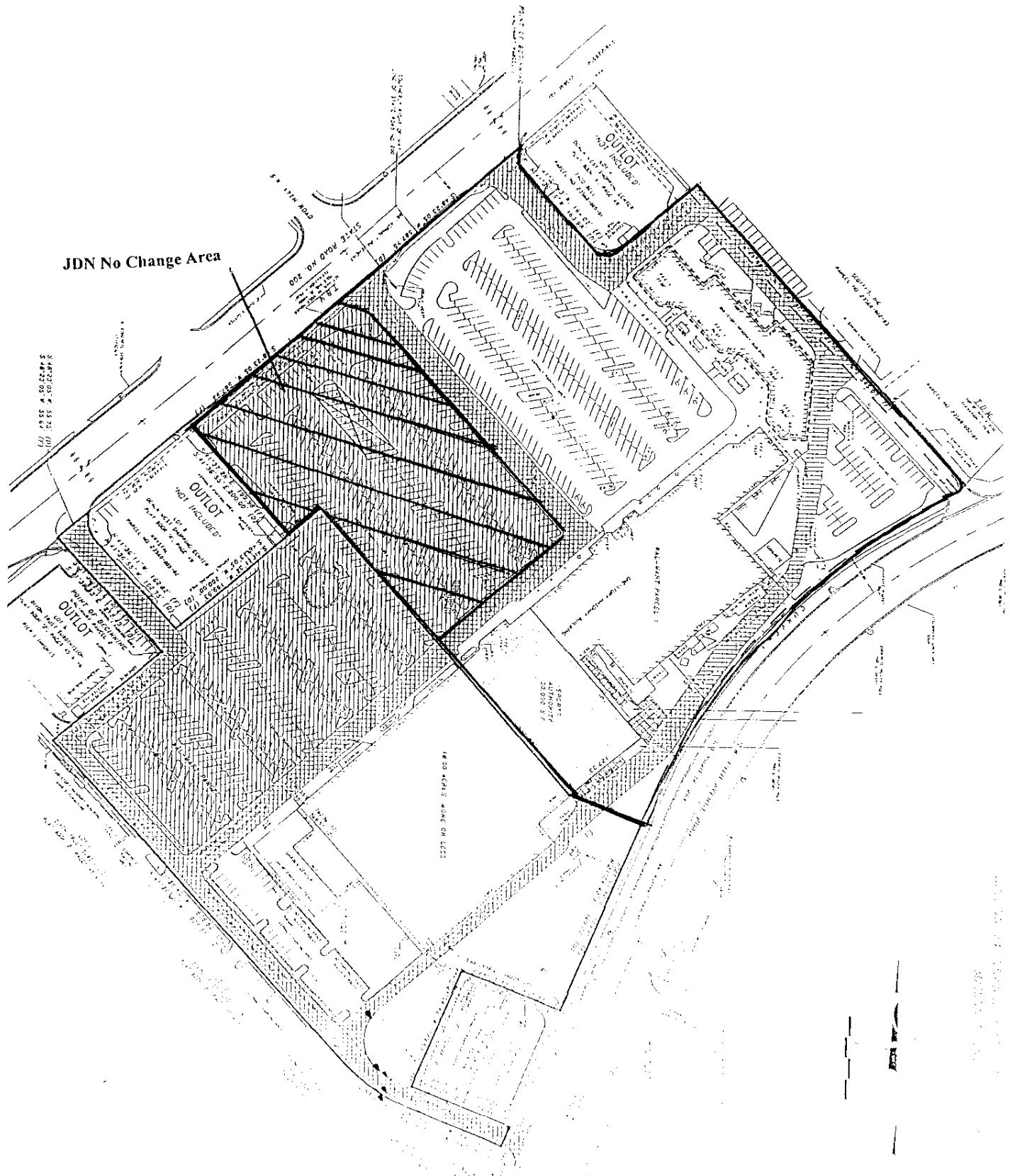


EXHIBIT B

Blocker Tract

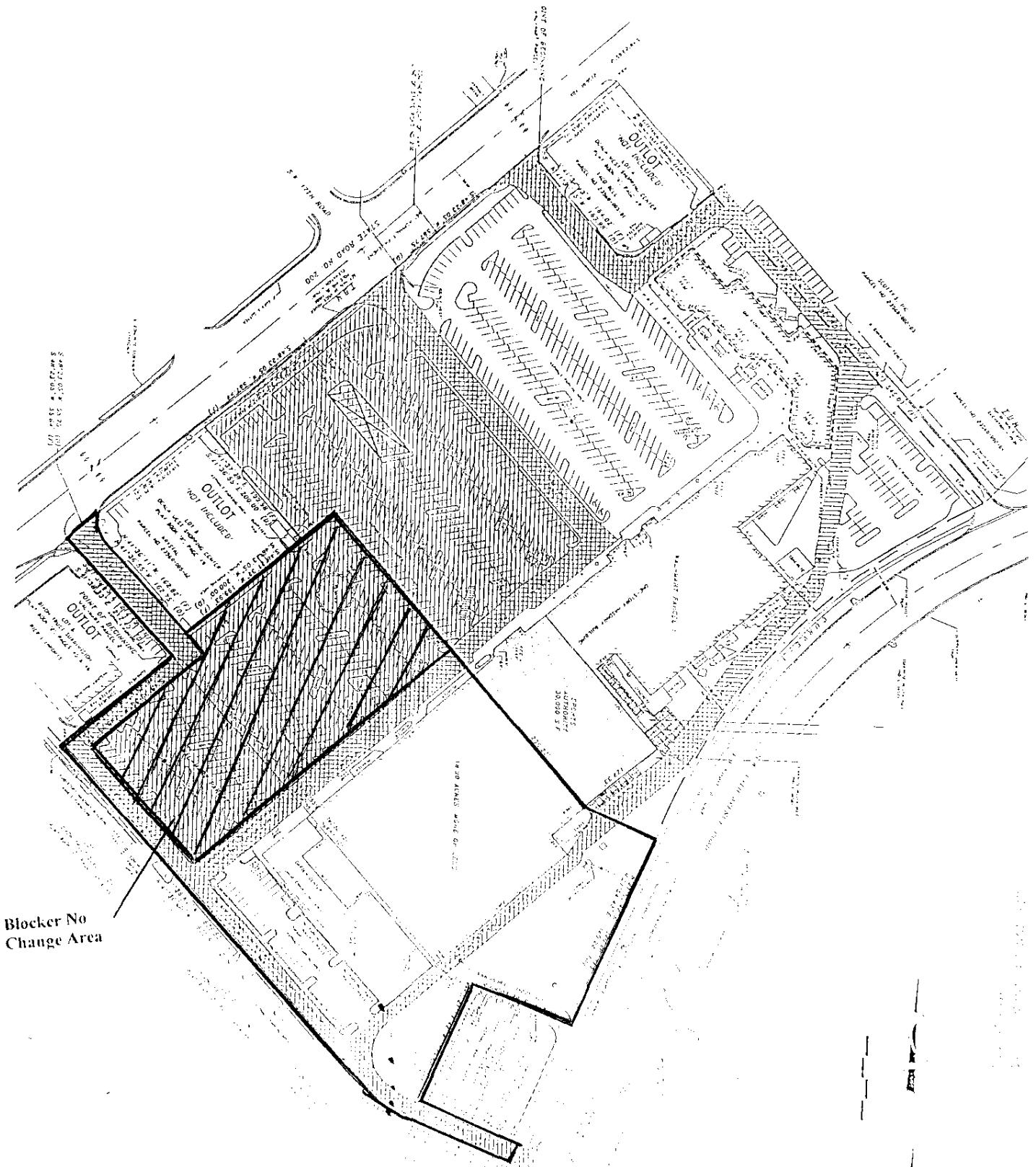


EXHIBIT B-1

Blocker Permissible Building Area

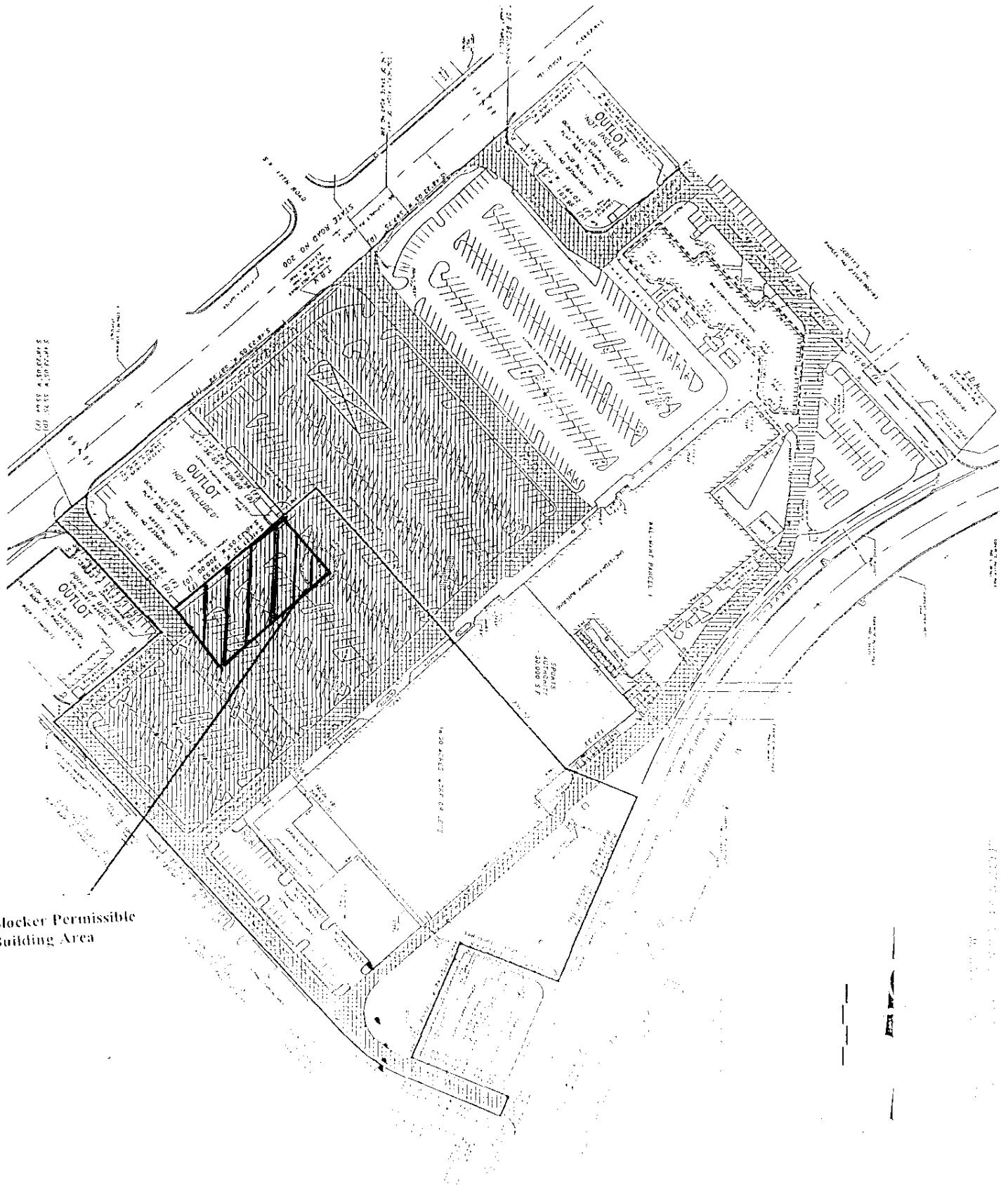


EXHIBIT C

Site Plan of Shopping Center

