

Four Seasons Site Deed Restrictions

- (a) Except as authorized below, the Property shall not be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote internet fulfillment center or locations, locker, grocery drive-through, grocery home shopping pick-ups, mail order, or similar pick-up facility) as (i) a grocery store or supermarket, as hereinafter defined below; (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Walmart; (iii) a discount department store or other discount store, as hereinafter defined; (the "Property Restrictions"). "Grocery store" and "supermarket", as those terms are used herein, shall mean i) a food store or a food department containing more than thirty (30,000) square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments, and ii) any grocery store operator of any size operating more than 200 units in the United States. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than twenty-five thousand (25,000) square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart. If Grantee, its successors and assigns, develops a portion of the Property into a multifamily apartment complex, the then-owner will not be prohibited from providing to its tenants and allowing on the Property services and amenities that are common for multifamily apartment complexes similar in size and scope, including without limitation, package delivery lockers, home grocery deliveries, and similar services and amenities (the "Convenience Amenities"); provided that the Convenience Amenities shall not be exclusive to a particular retailer, nor shall the Convenience Amenities be licensed, serviced, or managed by a retailer or the subsidiary or affiliate of a retailer.
- (b) The Property Restrictions shall remain in effect for a period of twenty (20) years from the recording of this Deed. The Property Restrictions shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted by Grantor within a five mile radius of the Property.