

following, to-wit:

Dollar Stores??

- a. the sale of (i) edible perishable products, including, but not limited to fruits, vegetables, meat and seafood; (ii) pre-packaged food and/or pre-packaged beverages, provided, however that the same may be sold on the Restricted Parcel so long as the sale of such products does not exceed one percent (1%) of the gross sales of such business; (iii) alcoholic beverages for off premises consumption; and/or (iv) prescription and/or over-the-counter pharmaceuticals; provided, however, the restrictions contained in this Section 3(a) shall not prohibit restaurant uses.
- b. a grocery store, supermarket, or specialty food store (by way of example only, and not limitation: Fareway, Albertson's, Kroger, Safeway, Publix, Price Chopper, Meijer, Dillons, Giant Eagle, Schnucks, The Fresh Market, Fresh Thyme Farmer's Market, Woodman's, WinCo, Wal-Mart Express, Aldi, Lidl, Trader Joes, Whole Foods Market, 365 by Whole Foods, Campbell's Nutrition, Cub Foods, Lund's, Byerly's, Coborn's, Cash Wise, Kowalski's, Festival Foods);
- c. a pharmacy and/or drug store (by way of example only, and not in limitation: CVS, Walgreens, Rite Aid, Medicap, Health Mart, The Medicine Shoppe);
- d. a convenience store (with or without gas) and/or gasoline station, including any type of business that sells diesel fuel, ethanol fuel, bio-fuel or any other type of fuel used to power motorized vehicles designed primarily for use on public streets and highways;
- e. any supporting element (by way of example only, and not in limitation: parking lot, storm water detention facility, green-space) of any property not located within the Restricted Parcel that is used for any of the restricted uses set forth in Section 3(a) – (d) herein.

4. Term. Unless sooner terminated by Hy-Vee as provided herein, the use restrictions imposed against the Restricted Parcel will remain in full force and effect for a period of ten (10) years following the [REDACTED]

5. Modification, Termination. Hy-Vee may at any time and from time-to-time during the term of this Declaration, and without the consent of the owner of the Benefited Parcel or the Restricted Parcel, (a) [REDACTED] and/or (b) terminate any one or more of said use restrictions, by the execution and recording of an amendment of this Declaration in the land records of the county in which the Restricted Parcel is located.

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take out??*

6. Governing Law, Remedies. This Declaration will be governed by the laws of the State of in which the Restricted Parcel is located, without regard to conflicts of laws principles. In the event of a breach, or threat of a breach, of this Declaration, then in addition to all remedies at law or in equity, Benefited Party will be entitled to injunctive relief. Any one or more Benefited Parties may enforce this Declaration against Burdened Party, its successors in