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Prepared by, when recorded return to: Hy-Vee, Inc., Attn: Nathan S. Allen, 5820 Westown Parkway, West Des Moines, IA 50266

**DECLARATION OF EASEMENTS WITH COVENANTS AND  
 RESTRICTIONS AFFECTING LAND ("ECR")**

**THIS DECLARATION** is made as of the 1st day of March, 2012, by Hy-Vee, Inc., an Iowa corporation, of 5820 Westown Parkway, West Des Moines, Iowa 50266 ("Hy-Vee").

**WITNESSETH:**

**WHEREAS**, Hy-Vee is the owner of a portion of the shopping center locally known as Pacific Springs Place, and legally described on Exhibit "A" attached hereto and incorporated herein (the "Shopping Center"), and visually depicted on the Site Plan on Exhibit "B" attached hereto and incorporated herein;

**WHEREAS**, Hy-Vee desires that the Shopping Center be developed pursuant to a general plan of improvement to form a commercial Shopping Center and further desire that said Lots be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Hy-Vee hereby declares as follows:

1. Definitions.

(a) "Access Easement Area" means that portion of the Hy-Vee Tract and Outlot Tract visually depicted as "shaded" on Exhibit "B", and, which is or becomes improved by the Developer as described herein with (i) an access drive, and (ii) the Storm Water Trunk (as defined herein).

(b) "Building Areas" as used herein shall mean those parts of each Outlot (as defined herein) that are identified on Exhibit "B" as a "Building Area".

(c) "Developer" shall initially mean Hy-Vee; provided, however, Hy-Vee may expressly designate the fee owner or ground lessee of any Lot in the Shopping Center as

“Developer” hereunder by written notice to all other Lot owners, in which event such designated party shall remain Developer until such time as such party is no longer the fee owner or ground lessee of any Lot in the Shopping Center, at which time the owner of Lot 1 shall be the Developer.

(d) “Hy-Vee Tract” means Lot 1, Lot 2, Outlot A, Outlot B, Outlot C and Outlot D, Pacific Springs Place Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

(e) “Lot” means any individual Lot within the Shopping Center.

(f) “Outlot Tract” means Lots 3, 4, 5, 6, 7 and 8, Pacific Springs Place Addition, as surveyed, platted and recorded in Douglas County, Nebraska (with each lot within the Outlot Tract individually referred to herein as an “Outlot”).

## 2. Use Restrictions.

(a) General Restrictions. Buildings within the Outlot Tract shall be used by owners, tenants, licensees and other occupants, whether by ownership, lease, license or other occupancy right (hereinafter individually referred to as an “Occupant,” and collectively referred to as “Occupants”) for commercial purposes of the type normally found in a retail shopping center including, without limitation, service shops and retail stores. No office use, auto dealer (new or used); manufacturing, distribution, wholesale or industrial use; warehousing or distribution facility; coin operated laundry facility; dry cleaning plant; cafeteria; theatre; pornographic or “triple-x” video or adult book store; bowling alley, billiard parlor, health club, skating rink, dance hall, movie theatre, flea market, banquet hall, funeral parlor, off-track betting establishment, night club or other place of recreation or amusement; or any business serving alcoholic beverages for on-premises consumption (except only as an incidental part of the operation of a sit-down restaurant) shall occupy space within the Shopping Center without the prior written consent of Developer and Hy-Vee.

(b) Competing Business. No portion of any Outlot, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by any Occupant of an Outlot, shall be used for any of the uses set forth in Exhibit “C” attached hereto and incorporated herein, except as expressly set forth in Exhibit “C”. In the event of a breach of this covenant, Developer and/or Hy-Vee shall have the right to seek relief as set forth in Section 15 hereof.

## 3. Buildings.

(a) Design and Construction. The Building Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible with each other and with the buildings located on the Hy-Vee Tract, and so that building wall footings shall not encroach from one Lot onto another Lot unless approved in writing by Hy-Vee and Developer. The design and construction shall be of high quality. No building constructed on any Outlot shall (i) be of more than one-story, (ii) exceed twenty-five feet (25') in height above finished grade, or (iii) have a metal exterior.

(b) Location. No building shall be constructed on any Outlot (as either immediate development or future expansion) except within the Building Area(s). Only one building may be constructed within any Building Area on any Outlot. No building shall be constructed on Outlot A, Outlot B, Outlot C or Outlot D.

(c) Fire Protection. Any building constructed on an Outlot shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

(d) Development Standards. The visual appearance of the Shopping Center is intended to be homogeneous. Accordingly, all exterior lighting including (without limitation) fixtures, intensity, direction and accent; configuration and size of parking spaces; parking lot paving materials, plant and landscaping material quality and variety and width of access drives shall be uniform throughout the Shopping Center. Developer shall confirm these standards and requirements in writing prior to any development.

(e) Design and Plans Approval. Except by Hy-Vee on the Hy-Vee Tract, no improvements shall be constructed, erected, expanded, or altered on any Outlot until the plans and specifications for same (including site layout, exterior building materials and colors, landscaping and parking layouts) have been approved by Hy-Vee and Developer. Except as detailed in this Agreement, the buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and shall in all respects be approved in writing by Hy-Vee and Developer, which may be approved or rejected in Hy-Vee and Developer's sole discretion. The design and construction on all Lots shall be first quality and in accordance with the plans approved by Hy-Vee and Developer as described herein and in complete and full compliance with (i) any and all governmental requirements and all city zoning and other ordinances, and (ii) all restrictive covenants of record encumbering the respective Lot. The owner of each Outlot agrees to cause its respective architect to work in good faith with Hy-Vee and Developer, and their respective architects, so that the buildings and other improvements to be erected and constructed will have an overall cohesive and related architectural continuity and will be in harmony with the remainder of the Shopping Center. The approval of the plans and specifications by Hy-Vee and Developer shall be conclusive as to each Lot owner's compliance with this Section. Unless approved by Hy-Vee and Developer, which consent may be arbitrarily withheld if such change would negatively impact any other Lot(s), construction activities on any Lot(s) within the Shopping center, shall not (i) cause any unnecessary or unreasonable increase in the cost of construction of the other Lots, (ii) unreasonably interfere with any other construction being performed on the other Lots, (iii) unreasonably impair the use, occupancy or enjoyment of the Lots or any part thereof as permitted or contemplated by this Agreement, or (iv) change the grade or other conditions of the Lots with regard to the proposed finished floor elevations (excluding truck docks) of the building(s) to be erected and constructed on the Lots from that detailed on the grading plans for the Shopping Center. Notwithstanding the foregoing, in the event of a casualty or planned renovation or reconstruction, Hy-Vee may reconstruct a building(s) on its respective Lots without further approval by Developer, or any other Lot Owner.

4. Access Easement Area.

(a) Grant of Easements. Hy-Vee, as declarant, hereby declares the creation and existence of a nonexclusive easement over, through and upon the paved access drive located within the Access Easement Area, for the mutual benefit of the Hy-Vee Tract and the Outlot Tract, for (i) the installation, maintenance, repair, replacement and operation of the access driveway, (ii) vehicular ingress and egress of customers, invitees, licensees, tenants, suppliers and employees of all Occupants of the buildings within the Shopping Center, (iii) overland flowage of surface water, and (iv) the installation, maintenance, repair, replacement and operation of the Storm Water Trunk (as hereinafter defined). In addition, Developer shall have the right to enter upon only that portion of each Lot that as is reasonably necessary to install, maintain, repair and replace the access driveway, Storm Water Trunk and any other utility facility and, to the extent any such activity disturbs the sod, pavement or landscaping area upon any such Lot, Developer shall restore the same to substantially the same condition as prior to the commencement of such activities

(b) Limitations on Use. Except as otherwise specifically set forth herein, any activity within the Access Easement Area other than its primary purpose, which is to provide for ingress and egress for the customers, invitees, vendors, suppliers and employees of all Occupants of the buildings within the Shopping Center, the overland flowage of surface water, and the operation of a Storm Water Trunk, shall not be permitted.

5. Cross-Parking Easements. Notwithstanding anything to the contrary contained in this Agreement, there are no cross-parking easements which burden any Lot and benefit any other Lot. Owners and occupants of each Lot must ensure that customers, invitees, licensees, tenants, suppliers and employees of any business located within each such Lot, park only in areas located on the Lot upon which such business is located.

6. Development, Maintenance, and Taxes.

(a) Development.

(i) Arrangement. The arrangement of the Access Easement Area shall not be changed in a manner inconsistent with the provisions of this Declaration, including but not limited to the Exhibit "B" Site Plan.

(ii) "Parking Area" Ratio. At all times there shall be independently maintained on each Outlot, an area sufficient to accommodate not fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area on each such Outlot, provided, however, said ratio shall be increased to ten (10) car spaces for each one thousand (1,000) square feet of Building Area on an Outlot which is used for a permitted restaurant (fast-food or sit-down). The foregoing notwithstanding, each such Outlot must comply with any municipal or county ordinance regulating parking and no Occupant of any Outlot may "borrow" car spaces from another Occupant of any Lot within the Shopping Center to meet the requirements of any such regulation.

(b) Maintenance.

(i) Standards. The owner of any Outlot shall, at its sole cost and expense, maintain such Lot in good condition and repair. This maintenance is to include, without limitation, the following:

(A) Maintaining all buildings in good condition and repair, including (without limitation) exterior walls, signage, lighting, windows and doors, entryways and service areas;

(B) Maintaining the parking and sidewalk surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(C) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(D) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(E) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(F) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair;

(G) Maintaining, mowing, weeding, trimming and making such replacements of shrubs and other landscaping on each such Lot;

(H) Maintaining utility service lines, including but not limited to, electric lines, natural gas lines, sanitary sewer lines and storm water facilities; and

(I) Maintaining the irrigation system.

(ii) Access Drive. Maintenance, repair and replacement of the access drive within the Access Easement Area shall be performed by the Developer. Expenses for maintenance, repair and replacement of the access drive are "Common Expense(s)", the reimbursement obligations for which are set forth in Section 6(b)(v) herein.

(iii) Storm Water Facility, Maintenance. The owner(s) of each Lot within the Shopping Center shall have the right to connect, at each owner's sole cost and expense, to the main storm water trunk (hereinafter, the "Storm Water Trunk") serving the Shopping Center. Each extension from the main storm water trunk shall be hereinafter referred to as a "Storm Water Extension". The responsibility for maintenance, repair and replacement of Storm Water

Extensions, including the cost thereof, shall be borne by the owner of the Lot upon which the inlet(s) to each Storm Water Extension is/are located. Maintenance, repair and replacement of the main storm water trunk (hereinafter the "Storm Water Trunk"), including, but not limited to, maintenance that is required by any legal or governmental requirement, shall be performed by the Developer. Expenses (A) for maintenance, repair and replacement of the Storm Water Trunk, and (B) arising out of the construction, re-construction, use, maintenance, repair and/or replacement of any on-site or off-site storm water detention improvements or facility, are Common Expenses, the reimbursement obligations for which are set forth in Section 6(b)(v) herein.

(iv) Outlot A, Outlot B, Outlot C and Outlot D. Developer shall maintain Outlot A, Outlot B, Outlot C and Outlot D in accordance with Section 6(B) herein. Expenses for maintenance and real estate taxes attributable to such properties shall be Common Expenses, the reimbursement obligations for which are set forth in Section 6(b)(v) herein.

(v) Common Expenses. Developer may charge an administrative fee in the amount of five percent (5%) of the cost of such Common Expenses to cover administrative and overhead costs. Developer may hire third parties, including companies affiliated with Developer, to perform any or all of such maintenance, repair and replacement work, provided the rates charged by such companies are competitive with those of other companies furnishing similar services in the market area of the Shopping center. The owner(s) of each Lot within the Shopping center shall be responsible for their pro rata share of the Common Expenses based on a fraction, the numerator of which is the square footage of each such Lot, as is applicable, and the denominator of which is the total square footage of the Shopping Center. The Developer shall periodically (no more frequently than quarterly) invoice the owner of each applicable Lot for its pro rata share of such maintenance, repair and replacement expense (together with documentation supporting such expenses), and the same shall be due within thirty (30) days of the date of each such invoice. Such reimbursement obligation shall be secured by a lien in favor of the Developer, but such lien shall only be perfected upon the date of filing or recording of an instrument describing the nature of such lien, and upon such recordation or filing shall accrue interest on the outstanding amount of said lien at the lower of (i) twelve percent (12%) per annum, or (ii) the highest amount allowed by law, until satisfied. Submittal of an invoice for Common Expenses shall include reasonable itemization and backup for, the charges incurred, and the calculation of, the Common Expenses. Each owner of a Lot shall be entitled, not more frequently than annually, to audit the Common Expenses during normal business hours at the office of Developer or the agent designated by Developer.

(c) Taxes. The owner of each Lot shall pay, or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Shopping Center owned by it. Real property taxes and assessments attributable to Outlot A, Outlot B, Outlot C and Outlot D shall be paid by the Developer, and

considered Common Expenses, the reimbursement obligation for which are set forth in Section 6(b)(v).

7. Signs. No freestanding sign shall be located on any Outlot except with the prior written approval of the Developer and Hy-Vee.

8. Indemnification/Insurance.

(a) Indemnification. The owners of each Lot within the Shopping Center shall indemnify and save the Developer and each other harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Lot, except if caused by the act or negligence of the other party hereto.

(b) Insurance.

(i) The owner each Lot of shall procure and maintain in full force and effect throughout the term of this Declaration general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$500,000.00 for property damage. The owner of each Lot shall provide the Developer and each other owner with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Declaration. Such insurance shall provide that the same may not be canceled without ten (10) days' prior written notice to the other party.

(ii) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Hy-Vee shall exceed Fifty Million Dollars (\$50,000,000.00), and so long as Hy-Vee is owner or lessee of any Lot within the Shopping Center, Hy-Vee shall have the right to retain the financial risk for any claim.

9. Eminent Domain.

(a) Owners Right to Award. Nothing herein shall be construed to give the owner of any Lot any interest in any award or payment made to the owner of any other Lot in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other owner's Lot or giving the public or any government any rights in said Lot. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Access Easement Area, the award attributable to the land and improvements thereof shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other Lot of the Shopping Center.

(b) Intentionally Omitted.

(c) Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

(d) Restoration of Access Easement Area, Storm Water Trunk. The owner of any portion of the access drive within the Access Easement Area and/or Storm Water Trunk so condemned shall promptly repair and restore the remaining portion of the access drive within the Access Easement Area and/or Storm Water Trunk, as is applicable, within its respective Lot as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair. To the extent the cost of such repair or restoration exceeds the amount of such award, the excess may be paid by the Developer billed back to the owner(s) of each Lot in the manner described in Section 6(b)(v) herein.

10. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon any Lot within the Shopping Center, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such Lot. Except as set forth in the preceding sentence, however, any holder of a first lien on an Outlot, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Declaration.

11. Expansion of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership or control of any Lot within the Shopping Center, or agreement with a third party, all of the provisions of this Declaration shall apply to the expanded area including (without limitation) restrictions on use, parking ratios and maintenance requirements. The expanded area shall be deemed for purposes hereof to be an Outlot and a part of the Outlot Tract.

12. Self-Help. In the event the Developer or Hy-Vee reasonably determines that the owner of any other Lot, or any portion thereof, is insufficiently maintaining those elements of all or a portion of any such Lot, then the developer or Hy-Vee may take any steps reasonably necessary, in the reasonable opinion of the Developer or Hy-Vee, to bring any such Lot, or any portion thereof, into compliance with the maintenance obligations for Lots within the Shopping Center set forth herein, including paying the costs thereof. The Developer or Hy-Vee shall bill the owner of any such Lot for such actual costs to the Developer or Hy-Vee, as is applicable, for bringing such Lot into compliance with such maintenance obligations plus a penalty fee of up to twenty-five percent (25%) of such costs, and the same shall be due within fifteen days of the date of such invoice. Such reimbursement obligation shall be secured by a lien in favor of the Developer or Hy-Vee, as is applicable, but such lien shall only be perfected upon the date of filing or recording of an instrument describing the nature of such lien, and upon such recordation or filing shall accrue interest on the outstanding amount of said lien at the lower of (i) twelve percent (12%) per annum, or (ii) the highest amount allowed by law, until satisfied.

13. Covenant Against Mechanic's Liens. Lot owners within the Shopping Center shall do all things necessary to prevent the filing of any mechanic's or other liens against each such owner's Lot, the Access Easement Area and/or any other Lot within the Shopping Center, by reason of any work, labor or services performed, or any materials supplied or claimed to have been performed or supplied to such owner, or anyone holding any such Lot, or any part thereof,



through or under such owner. If any such lien shall at any time be filed, such Lot owner shall either cause the same to be vacated and cancelled of record within thirty (30) days after the date of the filing thereof or, if such Lot owner in good faith determines that such lien should be contested, such Lot owner shall furnish such security by surety bond or otherwise as may be necessary or be prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest.

14. Release from Liability. Any person acquiring fee or leasehold title to a Lot within the Shopping Center, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Lot or portion of the Lot, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Lots running with the land.

15. Breach. In the event of breach or threatened breach of this Declaration, only the Developer, the owner of the Hy-Vee Tract, all record owners of the Outlot Tract as a group, or Hy-Vee so long as it or any affiliate has an interest as owner or lessee of any Lot within the Shopping Center, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach, including without limitation, and in addition to any other remedy at law or in equity, temporary or permanent injunctive relief. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

16. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the Developer hereto and all owner(s) of any Lot, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

17. Modification and Cancellation. For so long as Hy-Vee (or any subsidiary or affiliate of Hy-Vee) is the owner or lessee of any property within the Shopping Center, Hy-Vee may modify this Declaration (including exhibits) at any time, without the agreement or signature of any other owner, tenant or Occupant. At such time as Hy-Vee, Inc. (or any subsidiary or affiliate of Hy-Vee, Inc.) ceases to be an owner or lessee of any property within the Shopping Center, this Declaration (including exhibits) may be modified or canceled only by the mutual agreement of all of the record titleholders of all of the Lots within the Shopping Center.

18. Non-Merger. So long as Hy-Vee or its affiliate is owner or lessee of any property within the Shopping Center, even though the underlying fee is owned by one person or entity, this Declaration shall not be subject to the doctrine of merger.

19. Duration. Unless otherwise canceled or terminated, this Declaration and all the easements, covenants, rights, restrictions, and provisions in this Declaration create an equitable servitude upon the respective Lots, constitute covenants running with the land, shall bind every

person or entity having any fee, leasehold, or other interest in or encumbrance on any portion of either property at any time, and shall continue in full force and effect in perpetuity.

20. Headings. 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 document nor in any way affect the terms and provisions hereof.

21. Choice of Law. This Declaration shall be construed and enforced in accordance with the laws of the State in which the Shopping Center is located, without regard to conflicts of laws principles.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first written above.

HY-VEE, INC.  
an Iowa corporation

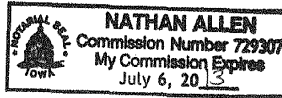
By: [Signature]  
Name: Dennis Ausehus  
Its: Sr. Vice President

By: [Signature]  
Name: Stephen Meyer  
Its: Secretary

STATE OF IOWA            )  
  ) ss.  
POLK COUNTY             )

On this 18<sup>th</sup> day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dennis Ausehus and Stephen Meyer to me personally known, who being by me duly sworn, did say that they are the Sr. Vice President and Secretary, respectively, of Hy-Vee, Inc., an Iowa corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Dennis Ausehus and Stephen Meyer as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

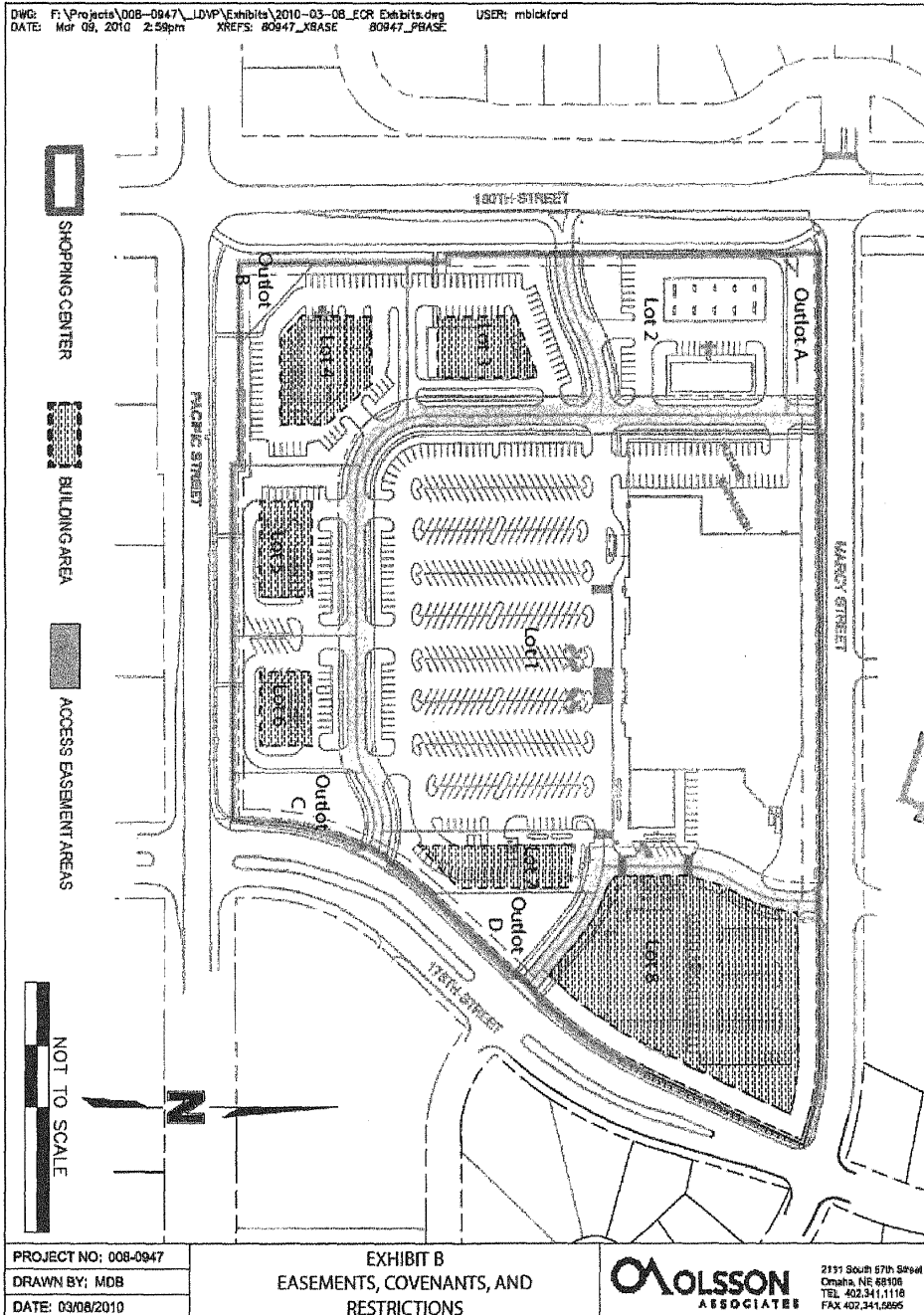
[Signature]  
Notary Public in and for the  
State of Iowa



**EXHIBIT "A"**  
LEGAL DESCRIPTION OF SHOPPING CENTER

Lots 1, 2, 3, 4, 5, 6, 7 and 8, and Outlots A, B, C and D, Pacific Springs Place Addition, as surveyed, platted and recorded in Douglas County, Nebraska

**EXHIBIT "B"**  
**SHOPPING CENTER SITE PLAN**



**EXHIBIT "C"**  
**RESTRICTED USES**

1. 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 (a) the sale of such products does not exceed one percent (1%) of the gross sales of such business, and (b) the display area on which such products are displayed for sale does not exceed 40 sq. ft.; and/or (iii) alcoholic beverages for off premises consumption (for purposes of clarification of the foregoing only, and not in limitation, the restriction contained in this Section (a) is not intended to prohibit restaurant uses);
2. Retail or discount grocery, supermarket, or specialty food store (by way of example only, and not limitation: Dahl's, Fareway, Albertson's, Kroger, Safeway, Price Chopper, Aldi, Trader Joes, Whole Foods Market, Campbell's Nutrition, Bakers, No Frills Supermarkets);
3. The sale of prescription and/or over-the-counter pharmaceuticals;
4. Retail store marketed as any form of "dollar store" (by way of example only, and not in limitation: Dollar General, Family Dollar, Dollar Tree);
5. Supercenter (by way of example only, and not in limitation: Wal-Mart Supercenter, Super Target);
6. Wholesale or club store (by way of example only, and not in limitation: Costco, Sam's Club);
7. Convenience store or gas station;
8. Any supporting element (by way of example only, and not in limitation: parking lot, storm water detention facility, green-space) of any of any property not located within the Shopping Center that is used for any use set forth in Sections (1) – (7) herein.