

situated upon the common areas of Parcel "A". Nothing herein shall prohibit the relocation or rearrangement of the common areas from time to time existing on Parcel "A", provided that at least one reasonable means of access is provided over the common areas of Parcel "A" between Parcel "D" and U.S. Highway #29.

2. Use Restrictions on Parcels "D" and "E".

(A) No portion of Parcel "D" or "E" shall be used, occupied, maintained or leased as a supermarket, grocery store or convenience grocery store or for a meat, fish or vegetable market or department store, nor for any use for business dealing in or which shall keep in stock or sell for off-premise consumption any items normally sold in a supermarket or grocery store; provided, however, that this subparagraph shall not prevent the sale of food items as an incidental part of another primary business.

(B) No part of Parcel "D" or "E" which is within five hundred (500') feet of the portion of the building occupied by Food Town Stores shall be used, occupied or leased as a theater (motion picture or legitimate), health spa, skating rink or other health, recreational or entertainment activity or an establishment which sells alcoholic beverages for on-premise consumption without the consent of Food Town Stores, Inc.

(C) No part of Parcel "D" or "E" shall be used, occupied or leased for the operation of a pharmacy or drug store or for the sale of prescription drugs or any other merchandise or services for which the presence of a licensed pharmacist is required, nor shall any part of such parcels be used as a health and beauty aid store.

(D) No building shall be constructed on Parcel "D" which is greater than one story in height without the consent of K Mart Corporation.

3. Equitable Relief. In the event of a breach or attempted or threatened breach of the provisions of this instrument, the remedy at law available to enforce this instrument would in all

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