

the Rutz Remaining Lands. Stormwater drainage for the Cumberland Farms Property and the 27 Oslo Property shall be served by a common stormwater drainage line at the location depicted on Exhibit G with repair and maintenance to be addressed in accordance with the stormwater drainage permits issued by the St. Johns River Water Management District. Stormwater drainage for the Rutz Remaining Lands shall be served by a separate stormwater drainage line to be located within the Platted Easement Area of the Rutz Remaining Lands with construction, repair, and maintenance costs to be allocated among the owners or operators of the Rutz Remaining Lands.

4. **Development and Use Restrictions.** In consideration of Cumberland acquiring the Cumberland Farms Property, and 27 Oslo acquiring the 27 Oslo Property, and for other good and valuable consideration between the parties, the sufficiency and adequacy of which is hereby acknowledged, the parties covenant and agree as follows: (i) Rutz covenants to and agrees with Cumberland and 27 Oslo that the Rutz Remaining Lands shall not be used, developed, or operated for the operation of a retail convenience store with gas pumps, or a facility that dispenses gasoline, or as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, Wal-Mart, Wal-Mart Center, Wal-Mart Supercenter, or Wal-Mart Neighborhood Market stores; (ii) Cumberland covenants to and agrees with 27 Oslo that the Cumberland Farms Property shall not be used, developed, or operated as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, Wal-Mart, Wal-Mart Center, Wal-Mart Supercenter, or Wal-Mart Neighborhood Market stores; and (iii) 27 Oslo covenants to and agrees with Cumberland that the 27 Oslo Property shall not be used, developed, or operated as a retail convenience store with gas pumps, or a facility that dispenses gasoline, or operated as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, Wal-Mart, Wal-Mart Center, Wal-Mart Supercenter, or Wal-Mart Neighborhood Market stores (collectively the "**Development and Use Restrictions**").

The Development and Use Restrictions shall also include the prohibition of the following uses and activities by any Owner, including any tenant, occupant, or holder of any interest in the Cumberland Farms Property, the 27 Oslo Property, and/or the Rutz Remaining Lands:

- (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant;
- (b) as a discotheque, dance hall or night club;
- (c) as a massage parlor;
- (d) funeral parlor;
- (e) bingo parlor;
- (f) car wash;
- (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors;
- (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

- (i) any "second hand" store or liquidation outlet; however, antique stores and consignment shops shall be permitted;
- (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard;
- (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
- (l) any dry cleaners performing on-site cleaning services;
- (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation;
- (n) any living quarters, sleeping apartments or lodging rooms;
- (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business);
- (p) any establishment selling or exhibiting paraphernalia for use with unlawful drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater;
- (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted;
- (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; and
- (s) any use which creates unlawful fire, unlawful explosives or other unlawful hazards.

The Development and Use Restrictions are covenants running with the Rutz Remaining Lands, the Cumberland Farms Property, and the 27 Oslo Property, respectively, and shall be binding on Rutz, Cumberland, and 27 Oslo, respectively, each as to their respective parcels of land, and on their successors, assigns and holders of any interest in, or title to such properties.

5. **Rights and Obligations.** The easements and restrictions granted in this Agreement are subject at all times to the following rights and obligations which shall be binding upon and applicable to the fee simple owners, and to the parties holding any leasehold, tenancy, or other real property interest therein (collectively, the "Owner(s)") of the Cumberland Farms Property, the 27 Oslo Property, and the Rutz Remaining Lands, respectively, (collectively, the "Parcel(s)") as follows:

(a) The access and ingress/egress easements granted in Section 2 above are intended to allow for the free passage of all forms of vehicular and pedestrian traffic by invitees, licensees, agents, customers, employees, and tenants of the owners and/or operators of business establishments within the Rutz Property. No fencing, walls, barriers, or other improvements shall be permitted or allowed within the Common Easement Area and/or the Platted Easement Area, if they create an impediment to the use and enjoyment by the Owners of the easements and rights granted herein. The foregoing notwithstanding, each Owner may construct improvements