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DELAWARE COUNTY IOWA
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6 PAGE 91
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$21.00

Nash-Finch Co.

To

Public of Delaware County

F & M Realty

Drafted By: John Boelter, Nash Finch Company, 7600 France Ave. S.
Minneapolis, Minnesota 55435, Tel. (612) 844-1150

DECLARATION OF RESTRICTIONS & COVENANTS

THIS DECLARATION OF RESTRICTIONS & COVENANTS ("Restrictive Covenant Document") is made by **NASH-FINCH COMPANY**, a Delaware corporation ("Nash Finch").

RECITALS:

Nash Finch owns a parcel of land (the "Outparcel") in Manchester, Iowa which is legally described on Exhibit "A", attached to this Restrictive Covenant Document; and

Nash Finch also has possession of the real estate ("Adjoining Real Estate") which adjoins the Outparcel; and

Nash Finch desires to establish certain restrictions upon the Outparcel for the benefit of the Adjoining Real Estate, according to the terms of this Restrictive Covenant Document;

THEREFORE:

1. **Outparcel Building Restrictions**. No building or structure shall be constructed or maintained on the Outparcel unless such building or structure shall conform to the following covenants and requirements:

   (a) any such building or structure shall not exceed both 1) one story, and 2) nineteen (19) feet in height; and

   (b) any rooftop equipment located on the roof of any building or structure constructed on the Outparcel will be screened (if appropriate) in a manner reasonably satisfactory to Nash Finch; and

DEC-NF2(IDB.DOC)
FILE No. 204-2629 | FILED FOR RECORD THE 25 DAY OF March, 19 96 AT 11:50 | STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 21.00 | O'CLOCK A M. BOOK 6 PAGE 91 | Deborah L. Peyton, Recorder
TRANSFER FEE $ | | Misc.

(c) no rooftop sign shall be erected or maintained with respect to any such building or structure; and

(d) One freestanding identification sign (of a pylon form) may be erected on the Outparcel. Such signs shall not unreasonably block the visibility of the Nash Finch grocery store.

Signs attached to the fascia or walls of buildings or structures are not restricted.

(e) The Outparcel shall have self-contained parking, and always meet city code requirements for parking.

(f) Any building, structure or improvement on the Outparcel shall be used for retail purposes only.

Except for uses typical of nationally recognized fast food or take-out franchises or restaurants (like McDonalds, Boston Market, Boston Chicken, Taco Bell, Pizza Hut and Hardee's), no building, structure, or improvement on the Outparcel may be used as a grocery store, convenience store, retail meat, produce, bakery or food mart business, theater, nightclub, bowling alley, health spa, billiard parlor or other place of recreation or amusement, or as a business that derives fifty percent (50%) or more of its gross sales volume serving or selling alcoholic beverages.

2. **Aesthetics & Quality**. The Outparcel and all improvements located thereon shall be built and maintained in a manner consistent with an operation of first-class retail.

3. **Restrictions To Run With The Land**. The agreements, restrictions, and covenants made in this Restrictive Covenant Document shall be deemed restrictive covenants running with the land and shall 1) be binding upon the Outparcel and

any party who may from time to time own, lease, or otherwise have an interest in the Outparcel and 2) inure to the benefit of the Adjoining Real Estate owner, Nash Finch and their respective successors and assigns.

4. **No Modification**. None of the restrictions or covenants made in this Restrictive Covenant Document shall be changed, modified or waived without the prior written consent of Nash Finch as long as it has a possessory interest or tenancy in the Adjoining Real Estate.

5. **Termination:** This Restrictive Covenant Document shall terminate once Nash Finch no longer has any interest in the Adjoining Real Estate.

6. **Governing Law**. This Restrictive Covenant Document is made in and shall be construed pursuant to the laws of the State of Iowa.

7. **Amendments**. Any amendment or modification to the this Restrictive Covenant Document must be in writing and signed by Nash Finch, and any purported amendment or modification not both in writing and signed shall be void.

8. **Waiver**. None of the conditions or covenants of this Restrictive Covenant Document shall be considered waiver by Nash Finch unless waived in writing and signed by Nash Finch; and no such written waiver shall be a waiver of any past or future (i) default, or (ii) breach; nor shall be considered a modification of any of the conditions or covenants of this Agreement, unless expressly stipulated in the waiver.

9. **Recitals Incorporated**. The recitals to this Restrictive Covenant Document are incorporated into and constitute an integral part of this Restrictive Covenant Document.

10. **Effective Date**. The actual date or dates of execution by Nash Finch is the date set forth underneath the signature and this Restrictive Covenant Document shall be effective on the latest of such dates.

Signed at Minneapolis, Minnesota.

NASH-FINCH COMPANY
a Corporation

Signature: Alfred N. Flaten

Name: Alfred N. Flaten

Title: President

Date: 3-15-96

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 15 day of March, 1996, before me, the undersigned, a Notary Public in and for the State of Minnesota, personally appeared Alfred N. Flaten, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument to which this is attached, that the seal is that of the corporation; and said instrument was signed on behalf of the corporation by authority of its Board of Directors; and Alfred N. Flaten as an officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Julie Ann Sands
Notary Public in and for said State

JULIE ANN SANDS
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2000

ATTACHMENT A

The North one hundred seventy seven and thirty four hundredths (177.34) feet of Lot Two (2) of West Commercial Subdivision, part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-One (31), Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa according to plat recorded in Book 6 Plats, Page 113.