

After recording, return to:

Brian P. Cain, Esq.
Holt, Ney, Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, Georgia 30339

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT, (the "**Agreement**") is made and entered into this 18th day of July, 2024, by and between **SW NORTH ARAGON LAND, LLC** a Georgia limited liability company, ("**NAL**"), and **SW NORTH ARAGON, LLC**, a Georgia limited liability company ("**SW**").

W I T N E S S E T H:

WHEREAS, NAL owns the property described on Exhibit "A" attached hereto and by this reference incorporated herein (the "NAL Property");

WHEREAS, SW owns the property described on Exhibit "B" attached hereto and by this reference incorporated herein (the "SW Property"; and together with the NAL Property, the "Tracts");

WHEREAS, NAL and SW desire to enter into this Agreement for the purpose of placing certain restrictions on the Tracts, as more particularly described hereinafter;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by SW and NAL and every subsequent "Owner" (which, for purposes hereof, shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any portion of the NAL Property or the SW Property, along with such record owner's tenants, but shall not include those holding title merely as security for the performance of an obligation), their heirs, successors, successors-in-title and assigns, and incorporating the foregoing recital of facts, SW and NAL hereby agree as follows:

1. **Use Restrictions**. NAL and SW each agree to be bound by the terms and conditions set forth herein and acknowledge that said covenants and restrictions shall be binding on NAL's and SW's respective heirs, successors and assigns.

a.) NAL covenants and agrees that for so long as any portion of the SW Property is leased to, or otherwise occupied by, Dolgencorp, LLC (or its affiliated entities, successors, assigns or assignees), not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the NAL Property for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Express, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, Wal-Mart, Wal-Mart Supercenter, Wal-Mart Neighborhood Market, or any other Wal-Mart concept. This restriction shall constitute a covenant running with the NAL Property and shall be binding upon NAL and their heirs, successors and assigns.

b.) The Owners further covenant and agree that, for so long as any portion of the SW Property is leased to, or otherwise occupied by, Dolgencorp, LLC (or its affiliated entities, successors, assigns or assignees), the Tracts shall not be used, leased, rented, occupied, or allowed to be used, leased, rented or occupied for any of the following: (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 (not to include spas such as Massage Envy or Spa Sydel); (d) funeral parlor; (e) bingo parlor; (f) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the Tracts, except that any usual paging system be allowed; (g) any assembling, manufacturing, distilling, refining, smelting, or mining operations; (h) any "second hand" store or liquidation outlet; (i) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (j) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (k) any dry cleaners performing on-site cleaning services; (l) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation (these restrictions are not meant to exclude vehicles of two (2) axles or less); (m) intentionally deleted (n) 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); (o) any establishment selling or exhibiting paraphernalia for use with illicit 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; (p) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (q) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (r) any use which creates fire, explosives or other hazards; and (s) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

2. Captions; Severability. The captions of each Section of this Agreement are inserted for convenience only and shall not be construed as defining, limiting, extending or otherwise modifying or adding to the substance of the particular Section to which they refer. If any Section, subsection, paragraph, sentence, clause or phrase of this Agreement shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining Sections, subsections, paragraphs, sentences, clauses and phrases, nevertheless, will continue to remain in full force and effect.

3. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements.

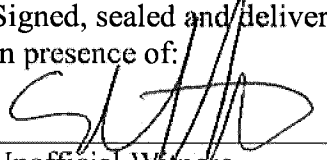
4. Amendments. No amendment to this Agreement shall be binding on any party, unless in writing, duly executed by both parties hereto, or other respective successors or assigns, and with the prior written consent of Dollar General Corporation, so long as its successors, assigns or assignees are leasing or otherwise occupying the SW Property.

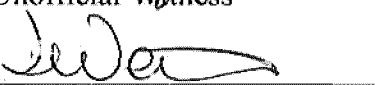
[Signatures Commence on Next Page]

IN WITNESS WHEREOF, NAL and SW have caused these presents to be signed, sealed and delivered, effective the day and year first above written.

NAL:

Signed, sealed and delivered
in presence of:


Unofficial Witness


Notary Public

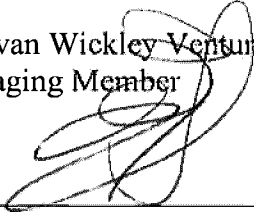
My Commission Expires:

6-17-25



SW NORTH ARAGON LAND, LLC, a
Georgia limited liability company

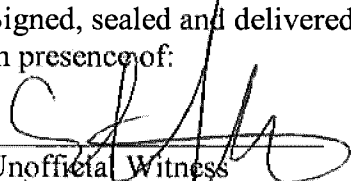
By: Sullivan Wickley Ventures, LLC,
Managing Member

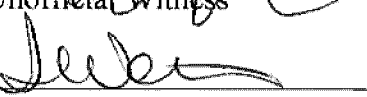
By: 
Name: Brian J. Sullivan
Authorized Signatory

Date Signed: 7/17/24

SW:

Signed, sealed and delivered
in presence of:


Unofficial Witness


Notary Public

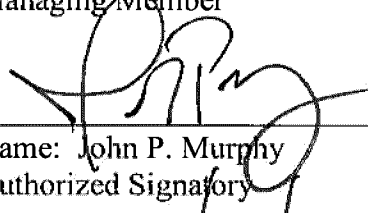
My Commission Expires:

6-17-25



SW NORTH ARAGON, LLC, a Georgia
limited liability company

By: Sullivan Wickley Ventures, LLC,
Managing Member

By: 
Name: John P. Murphy
Authorized Signatory

Date Signed: 7/17/24

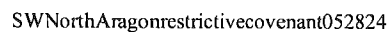


EXHIBIT A (Continued) **(NAL PROPERTY)**

THE NAL PROPERTY IS SHOWN HEREIN TO BE A SINGLE UNIT CONSISTING OF THE FOLLOWING DESCRIBED LOTS, TO-WIT:

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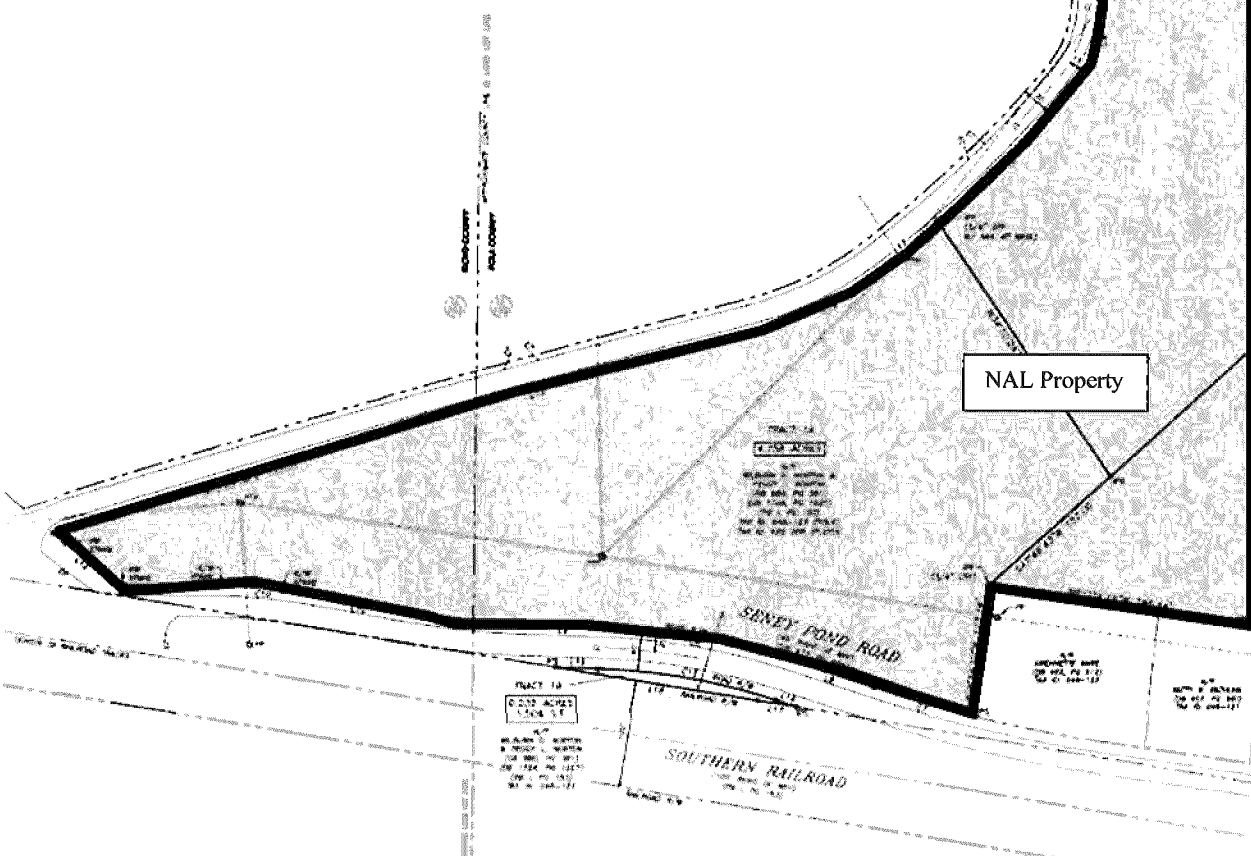


EXHIBIT B **(SW Property)**

