

MODEL LEASE CLAUSE

Limit Tenant's Visibility Restriction

The following clause was drafted by attorneys Jennifer R. Weily and Camilla Titterington of Developers Diversified Realty. Use it when you must agree to a tenant's demand for a visibility restriction in the lease.

Paragraph a says that you won't impair the visibility of the tenant's storefront sign or show windows.

Paragraph b lists the circumstances in which the visibility restriction won't apply. Paragraph c describes the time limit for you to cure—that is, fix—any violation, and the tenant's remedy if you don't.

Show this clause to your attorney before putting it into your lease.

VISIBILITY RESTRICTION

- a. Visibility Restriction.** Provided Tenant has been continuously open and operating within the Premises, and so long as Tenant is continuously open and operating in the Premises, Landlord agrees that it shall not materially impair the visibility of the storefront sign or show windows of the Premises from *[insert viewing point, e.g., a street/highway/parking area/area immediately in front of the sign or windows]* as more particularly shown on Exhibit *[insert #]* attached to this Lease (the "Visibility Area"), as a result of Landlord's construction of any new buildings, barriers, or other structures within the Visibility Area, or the installation of new trees, shrubs, foliage, or other forms of landscaping ("Landscaping") within the Visibility Area.
- b. Inapplicability of Visibility Restriction.** Notwithstanding anything contained herein to the contrary, Landlord shall not be in violation of the visibility restriction in Paragraph a hereof in the event that:
- (i) Any governmental codes or regulations require the planting of landscaping or erection of new buildings, barriers, or other structures within the Visibility Area;
 - (ii) Landlord replaces existing barriers, structures, and other improvements of the Shopping Center following damage and destruction;
 - (iii) Landlord relocates barriers, structures, signs (including pylon signs), and driveways as a result of eminent domain; and
 - (iv) Any activity located within the Visibility Area and approved by Landlord that does not continue for more than *[insert #, e.g., 5]* calendar days.
- c. Cure Period.**
- (i) In the event that Landlord violates the visibility restriction in Paragraph a hereof, Tenant shall give Landlord written notice of such violation and, except as otherwise specifically provided herein, Landlord, subject to *force majeure*, shall have *[insert #, e.g., 30]* days following receipt of Tenant's written notice to remove/relocate such violation (or such additional time as may be reasonably required provided Landlord shall have commenced to cure and shall diligently pursue such cure to completion).
 - (ii) If Landlord fails to cure such violation within such *[insert #, e.g., 30]*-day period, then commencing on the *[insert #, e.g., 31st]* day following Landlord's receipt of Tenant's written notice and continuing until Landlord has cured such violation, Tenant shall have the right to *[insert applicable remedy, e.g., rent abatement for period visibility restricted]*, which shall be Tenant's sole remedy.