

**Friday, November 5, 2021  
12:00 PM – 1:15 PM**

**Peer to Peer 10**

**Anchor's Away! What's an Owner to Do?  
Repurposing Shopping Centers to Include Distribution Centers and Other Non-Traditional Uses**

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- I. Description of Session
- II. Fact Patterns
  - a. Fact Pattern 1
    - i. Discussion Questions
  - b. Fact Pattern 2
    - i. Discussion Questions
- III. Repurposing Shopping Centers to Include Distribution Centers and Other Non-Traditional Uses
  - a. Understanding the Risks – Potential Obstacles and Impediments to Redevelopment
  - b. Why Is Conversion from Retail to Industrial Happening?
  - c. For Prepared Food Chefs and Operators, What is Causing the Trend Towards More “Ghost Kitchen” Establishments
  - d. Zoning and Land Use Law Compliance, and Making the Case for Relief
  - e. Identification of Tenant Exclusives and Restrictive Covenants
  - f. Assessing the Impact of Tenant Exclusives and Restrictive Covenants on Proposed Redevelopment
    - i. Ambiguous Restrictive Covenants and Exclusives
    - ii. Void or Unenforceable Restrictive Covenants and Exclusives
    - iii. Abandonment of Easements
    - iv. Changing Context of Language in Restrictive Covenants and Exclusives
    - v. Making Maximum Use of Defined Terms
    - vi. Determining Whether Benefited Party Retains Standing to Oppose Redevelopment
    - vii. Understanding State, Local and Common Law Applicability
  - g. Assessing Risk of Violating the Restrictive Covenant or Tenant Exclusive