



MISC 2005127378



OCT 11 2005 10:20 P 4

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/11/2005 10:20:24.38



Re: Lot 1, Hillsborough Replat 4, Douglas County, Nebraska

CONSENT TO USE

This Consent to Use (this "Consent") is hereby made and entered into as of this 23rd day of September, 2005, by CENTER ASSOCIATES, LLC, a Nebraska limited liability company, and MAPLE STREET PARTNERS, a Nebraska general partnership (collectively the "Owners").

PRELIMINARY STATEMENT

WHEREAS, Seechol Properties II executed a certain Declaration of Protective Covenants on or about February 18, 1993 and recorded on February 24, 1993 in Book 1059, Page 230 in the office of the Register of Deeds of Douglas County, Nebraska (the "Declaration") which creates certain covenants and restrictions affecting Lot 1, Hillsborough Replat 4, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 1"); and

WHEREAS, the Owners are the fee simple title holders of the other lots described in the Declaration and the consents of the Owners are required to permit a use with respect to Lot 1 which is otherwise restricted by Section 9 of the Declaration and the Owners hereby desire to permit such a use, as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Consent in its entirety, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners establish the following:

1. **Permitted Use for Lot 1.** Notwithstanding any provision in the Declaration to the contrary, Owners hereby consent and agree that Lot 1 may be used as a bank or branch bank, including drive up services. For purposes of this Consent, a "bank or branch bank" shall include banks, savings and loan associations, savings banks, credit unions, finance companies, mortgage brokers, loan production offices or any other financial institution, association or agency which provides depository and/or loan products or services to the general public. Owners hereby represent and warrant that the use of Lot 1 for a bank or branch bank is not in conflict with the uses of any other tenants, occupants or owners of all or part of the Development Property (as defined in the Declaration).

Box 35
009087

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misc
FEE 20.50 FB 71-16534
4
BKP _____ C/O _____ COMP. BK
1
DEL _____ SCAN _____ FV _____

2. **Binding Effect.** This Consent shall be binding upon the Owners and their respective successors, assigns, grantees, tenants and occupants and shall inure to the benefit of the owner of Lot 1 and its respective successors, assigns, grantees, heirs, representatives, tenants, invitees and customers.

3. **Counterpart.** This Consent may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same Consent.

Owner of Lot 2, Hillsborough Replat 7,
a subdivision as surveyed, platted and recorded in
Douglas County, Nebraska, formerly described
as most of Lot 2, Hillsborough Replat II, and part of
Lot 3, Hillsborough Replat II

Owner of Lot 1, Hillsborough Replat 7,
a subdivision as surveyed, platted and recorded
in Douglas County, Nebraska, formerly
described as most of Lot 3, Hillsborough Replat
II and part of Lot 2, Hillsborough Replat II

Center Associates, LLC
a Nebraska limited liability company, Owner

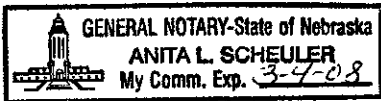
Maple Street Partners,
a Nebraska general partnership

By: *David Livingston*
Title: *Asst Managing Partner*

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 7TH day of September, 2005, by David Livingston, Assistant Managing Partner of Center Associates, LLC, a Nebraska limited liability company, on behalf of the company.



Anita L. Scheuler
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of September, 2005, by _____ of Maple Street Partners, a Nebraska general partnership, on behalf of the general partnership.

Notary Public

2. **Binding Effect.** This Consent shall be binding upon the Owners and their respective successors, assigns, grantees, tenants and occupants and shall inure to the benefit of the owner of Lot 1 and its respective successors, assigns, grantees, heirs, representatives, tenants, invitees and customers.

3. **Counterpart.** This Consent may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same Consent.

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a subdivision as surveyed, platted and recorded in
Douglas County, Nebraska, formerly described
as most of Lot 2, Hillsborough Replat II, and part of
Lot 3, Hillsborough Replat II

Owner of Lot 1, Hillsborough Replat 7,
a subdivision as surveyed, platted and recorded
in Douglas County, Nebraska, formerly
described as most of Lot 3, Hillsborough Replat
II and part of Lot 2, Hillsborough Replat II

Center Associates, LLC
a Nebraska limited liability company, Owner

Maple Street Partners,
a Nebraska general partnership

By: _____
Title: _____

By: Edward R Young
Title: Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

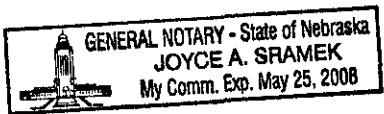
The foregoing instrument was acknowledged before me this _____ day of September, 2005, by _____ of Center Associates, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of September, 2005, by Edward R Young of Maple Street Partners, a Nebraska general partnership, on behalf of the general partnership.

Joyce A. Sramek
Notary Public




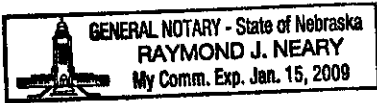
Owner of Lot 1, Hillsborough Replat 4,
a subdivision as surveyed, platted and recorded in
Douglas County, Nebraska, formerly described as
Lot 1, Hillsborough Replat II, and part of Lot 2,
Hillsborough Replat II



Stephen A. Burke, Owner

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 23rd day of September, 2005, by
Stephen A. Burke..


Notary Public