

MISC 2014004658



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COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/21/2014 10:47:01.00



2014004658

RESTRICTIVE USE AGREEMENT

THIS RESTRICTIVE USE AGREEMENT ("Agreement") is made and entered into as of the 16th day of January, 2014, by and between 192 CENTER STREET, LLC, a Nebraska limited liability company ("192") and SAI PROPERTIES II, INC., a Nebraska Corporation ("SAI").

WHEREAS, 192 is the owner of certain real property more particularly described as follows ("192 Property"):

OC-06121 **OC-06110**

Lot 2 - Replat 1 and Lots 5, 9 and 10, CENTER RIDGE, a subdivision in Omaha, Douglas County, Nebraska according to the recorded plat thereof

WHEREAS, on an event date herewith, 192, conveyed to SAI Lot 8, CENTER RIDGE, a subdivision in Omaha, Douglas County, Nebraska according to the recorded plat thereof ("Lot 8") on which SAI will construct a hotel;

WHEREAS, 192 has agreed to place restrictions on the 192 Property that would prohibit 192 from constructing a hotel for a specified period of time;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereby agree as follows:

1. Use. 192 agrees that no hotel will be constructed on the 192 Property. Provided, however, the restriction in the immediately preceding sentence shall automatically cease to apply at such time as the use of Lot 8 ceases to be used as a hotel.

2. Nature of Declaration and Restrictions. The agreements, easements, restrictions and covenants herein made shall be deemed covenants running with the 192 Property and Lot 8 and shall be binding upon the successors and assigns of the parties hereto.

3. Governing Law. This Agreement is made in and shall be construed pursuant to the laws of the state of Nebraska.

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4. Amendment, Termination, Waiver. Any of the foregoing restrictions may be waived, amended, modified, released or terminated at any time and from time to time only by a written amendment to this Agreement signed by the owner(s) of the 192 Property and Lot 8.

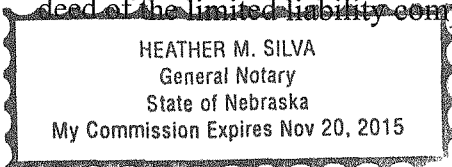
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed an original, and all of which are identical.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year above set forth.

192 CENTER STREET, L.L.C., a Nebraska limited liability company	SAI PROPERTIES II, INC. a Nebraska corporation
By: <u>John A. Mabrey</u> John A. Mabrey, Authorized Member	By: <u>Deven Patel</u> Name: Deven Patel Title: President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

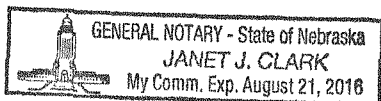
Before me, the undersigned, a notary public in and for said county and state, on this 15th day of January, 2014, personally appeared John A. Mabrey to me known to be the identical person who executed the within and foregoing instrument as an Authorized Member of 192 CENTER STREET, L.L.C., a Nebraska limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.



Heather M. Silva
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

Before me, the undersigned, a notary public in and for said county and state, on this 16 day of January, 2014, personally appeared Deven Patel to me known to be the identical person who executed the within and foregoing instrument as President of SAI PROPERTIES II, INC., a Nebraska corporation and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.



Janet J. Clark
Notary Public