



MISC 2014085257



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COMP: MB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/30/2014 14:52:14.00



2014085257

### DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (the "Declaration") is made effective the 31<sup>st</sup> day of October, 2014 by Sammy's LLC (the "Owner").

#### RECITALS

A. The Owner is the owner of that certain real property legally described as Lot 6, West Point Replat 1, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska (the "Property"), having acquired title to the Property from Buck's, Inc. ("Buck's") on or about the date of this Declaration.

B. In connection with, and as a condition to, the conveyance of the Property from Buck's to the Owner, the Owner agreed to restrict the use of the Property as hereinafter set forth for the benefit of Buck's.

NOW, THEREFORE, the Owner hereby declares that the Property shall be held, sold, and conveyed subject to the following restrictions:

1. For a period of twelve (12) years and six (6) months from the date of this Declaration, no portion of the Property shall be used for the operation of an automobile service station, petroleum station, gasoline station, automobile repair shop, convenience store or for the purposes of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products except for personal use or consumption of such products by the owner or its lessees of the Property.

2. This Declaration shall be recorded in the office of the Register of Deeds of Douglas County. The restrictions contained in Section 1 above shall be binding upon the Owner, and its successors and assigns for the term set forth in Section 1. Upon the expiration of the term set forth in Section 1 above, this Declaration and all restrictions contained herein shall automatically terminate without any further action of any party. The restrictions contained in

Section 1 above shall inure to the benefit of Buck's and its assigns only, and no party other than Buck's (or its assigns) shall have any right to enforce the restrictions contained in this Declaration.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed effective the date first set forth above.

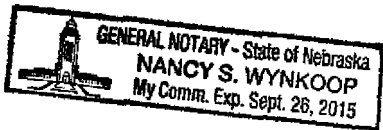
SAMMY'S LLC,  
a Nebraska limited liability company

By: Terrance A. Hoyer

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 27th day of October, 2014, by Terrance A. Hoyer, member of Sammy's LLC, a Nebraska limited liability company, on behalf of the company.

Nancy S Wynkoop  
Notary Public



BUCK'S INC.,  
a Nebraska corporation

By: [Signature]

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 24 day of October, 2014, by STEVEN J. BURMAN, PRESIDENT of Buck's, Inc., a Nebraska corporation, on behalf of the corporation.

Leeann F Noble  
Notary Public

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