

RETURN RECORDED DOCUMENT

TO:

Walgreen Hastings Co.
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015
Attn: Gregory T. Kunstman

This Document Prepared By:
Gregory T. Kunstman, Esq.
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015

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2008 OCT 24 PM 12:59

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

200804175
WASHINGTON COUNTY, STATE OF NEBRASKA

RECORDED October 24, 2008 AT 12:59 PMBOOK 531 PAGE(S) 256-260*Karen A. Madsen*

REGISTER OF DEEDS

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Covenant") is made and entered into this 29th day of September 2008 (the "Effective Date"), between Charcom, Inc., a Nebraska corporation ("Owner"), and WALGREEN HASTINGS CO., a Nebraska corporation ("Walgreens").
WITNESSETH:

WHEREAS, Owner is the fee simple owner of that certain real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the parties desire to restrict the Property from the operation of a pharmacy drug store pursuant to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the parties' execution of the Agreement and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, it is agreed between Owner and Walgreens as follows:

1. Owner hereby represents and warrants that no portion of the Property shall currently and hereafter be operated as a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind from and after the Effective Date and continuing for Sixty (60) full calendar months thereafter.
2. Owner hereby agrees that the restrictions stated herein, and Owner's obligations to prevent any breach thereof, shall hereby constitute covenants running with the land comprising the Property and shall bind existing and future owners of the Property.
3. This Covenant shall bind and benefit, as the case may require, the heirs, legal representatives, assigns, and successors of the respective parties. If Owner is comprised of more

than one person or entity, the obligations imposed upon Owner, under this Covenant shall be joint and several.

4. The parties agree that the provisions of this Covenant may be modified or amended, in whole or in part, or terminated, only by the written consent of Owner and Walgreens, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the official records of the County Recorder of Washington County, Nebraska.

5. Each of the signatories to this Covenant represents and warrants that he/she has all requisite authority to sign on behalf of, and legally bind, the entity for which he/she is signing. This Covenant may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Covenant.

6. This Covenant is made and executed by the parties hereto for the purpose of recording the same in the Official Records of the Clerk of Washington County, Nebraska.

7. All provisions of this Covenant have been negotiated by both parties at arm's length, and neither party shall be deemed the scrivener of this Covenant. This Covenant shall not be construed for or against either party by reason of authorship or alleged authorship of any provision.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Covenant the date written above.

WALGREEN HASTINGS CO.

By: [Signature]
Robert M. Silverman
~~President~~ Vice President
CR

WITNESS:

Print Name: GREG KNUSTMAN

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

Before me, the undersigned notary public in and for said county and State, on this 6th day of October, 2008, personally appeared Robert M. Silverman, Vice President of Walgreen Hastings Co., a Nebraska corporation, to me known to be the identical person who executed the within instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Beatrice Mahlum
Notary Public

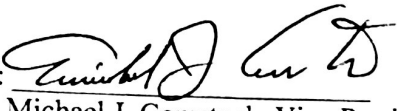
My commission expires: 11/16/2010

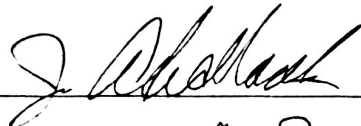


(Signature pages continue on following page.)

CHARCOM, INC.,

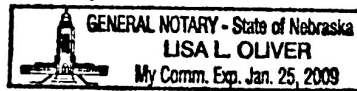
WITNESS:

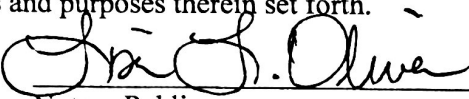
By: 
 Michael J. Comstock, Vice-President
 Its: Duly Authorized Agent


 Print Name: Sam A. Sedlacek

STATE OF NEBRASKA)
) SS.
 COUNTY OF WASHINGTON)

Before me, the undersigned notary public in and for said county and State, on this 24th day of September, 2008, personally appeared Michael J. Comstock, Vice-President, Duly Authorized Agent of Charcom, Inc., a Nebraska corporation, to me known to be the identical person who executed the within instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.




 Notary Public

My commission expires:

EXHIBIT "A"LEGAL DESCRIPTION OF THE PROPERTY

Lots 19 thru 24, Block 39, in the City of Blair, Washington County, Nebraska.