

8:45

02017

No	02017 ✓	#Pages	7
Doc Tax \$			
Fee \$	46.00	P&M \$	5.50
Fees Pd \$	40.00	Gen Fee \$	40.50
Ck#	20287		
Refund	6.00	Due	

THE STATE OF NEBRASKA } ss.
 MADISON COUNTY

This instrument filed for record
 the 15 day of May 20 17
 at 8:45 A.M. and recorded in
 Book 2017 Page 02017
 Register of Deeds *Nancy J. Gross*

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

RETURN TO: STRATTON DELAY DOELE CARLSON & BUETTNER
 P O BOX 888
 Norfolk NE 68702

TITLE OF DOCUMENT: RESTRICTION AGREEMENT

RESTRICTION AGREEMENT

This **RESTRICTION AGREEMENT** ("Agreement") is made as of AUGUST 18, 2015, by and between VIN, Inc. ("Grantor") and Nebraska CVS Pharmacy, L.L.C., ("Grantee") Grantor and Grantee are referred to herein singularly as "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, VIN, Inc. is the fee simple owner of that certain real property located in the town of Norfolk, County of Madison, more particularly described as 2600 W. Norfolk Avenue, Norfolk, Nebraska on **Exhibit A** attached hereto and made a part hereof (the "Property") and Grantor desires to impose certain restrictions on the Property for the benefit of Grantee.

AGREEMENTS:

NOW, THEREFORE, Grantor, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby, for itself and its successors and assigns, impose upon the Property and declare that the Property is and shall be owned, leased, mortgaged, held and otherwise used and enjoyed subject to the following covenants and restrictions, to wit, for a term of five (5) years from the date of recording of this Agreement:

(a) no portion of the Property shall be used for the purpose of a retail pharmacy, pharmacy mail order facility, a retail drug store, and/or a pharmacy prescription department.

(b) As used in this Agreement, the term "pharmacy prescription department" shall include the dispensing of prescription drugs by physicians, dentists or other health care practitioners, or entities such as health maintenance organizations, where such dispensing is for profit.

(c) This restriction shall not apply to any store owned or operated by Grantee, or any entity affiliated with or owned or controlled by Grantee or any of the above entities.

All covenants and provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, successors-in-title, tenants, and assigns, and all those holding under any of them, and shall be unaffected by any change in the ownership of any property covered by this Agreement or by any change of use, demolition, reconstruction, expansion or other circumstances. Any party acquiring any interest in any portion of the Property shall, by virtue of acceptance of such interest, be deemed to have restated, assumed and agreed to be bound by the terms and conditions of this Agreement.

Upon the occurrence of any violation of the covenants or restrictions hereby imposed, Grantee shall have the right to exercise all legal and equitable remedies available to it hereunder and under the laws of the State of Nebraska and any other state, including without limitation, obtaining temporary restraining orders, injunctions and monetary damages and each of such

remedies shall be cumulative with and not exclusive of, any and all others. In the event that Grantee shall prevail in any legal action to enforce this Agreement, Grantor shall reimburse to Grantee all reasonable attorneys' fees and other legal costs incurred in connection therewith.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party being notified at the address which any party may designate for itself from time to time hereafter by written notice to the other parties.

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the parties. It is understood that the relationship between the parties is an arms length one that shall at all times be and remain separate. No party shall have the right to act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the party to be charged or bound.

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Nebraska.

The failure of Grantee to exercise any right or remedy hereunder at any time shall in no way be construed to be a waiver of any such right or remedy or affect Grantee's right to thereafter enforce the same or any other right or remedy as to the same or any other event or condition.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one Agreement.

[SIGNATURE PAGES FOLLOW]

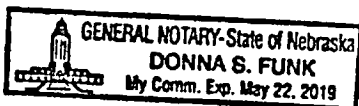
VIN, INC.

By: [Signature] President
Name: Christopher Vincent
Its: President

STATE OF Nebraska
Madison County, ss.

On this 14 day of Aug, 2015, before me, the undersigned notary public, personally appeared Christopher Vincent, proved to me through satisfactory evidence of identification which was: [] personally known to me to have the identity claimed; or examination of _____ driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and authorized signatory of VIN, Inc..

[Signature] (official signature and seal of notary)
My Commission Expires: _____



NEBRASKA CVS PHARMACY, L.L.C.

By: S. Husain
Name: **Syed A. Husain**
Its: **Vice President**

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE, ss.

On this 13th day of AUGUST, 2015, before me, the undersigned notary public, personally appeared Syed A. Husain, personally known to me to have the identity claimed, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President and authorized signatory of Nebraska CVS Pharmacy, L.L.C.

Kelly A. Burns (official signature and seal of notary)
My Commission Expires: _____

Kelly A. Burns
Notary Public

State of Rhode Island
Notary Public **My Commission Expires 3-23-2019**
My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT A**Description of Property**

Part of Lot 2, Westside Plaza Addition to the City of Norfolk, in Madison County, Nebraska, more particularly described as follows:

Beginning at a point 823 feet West and 65 feet North of the Southeast corner of the Southeast Quarter of Section 20, Township 24 North, Range 1 West of the 6th P.M., in Madison County, Nebraska; thence North 475 feet; thence East 260 feet; thence South 475 feet; and thence West 260 feet to the point of beginning. (TRACT I)

Part of Lot 2, Westside Plaza Addition to the City of Norfolk, in Madison County, Nebraska, more particularly described as follows:

A tract of land encompassed by the following boundaries, the point of commencement being 1,063 feet West and 420 feet North of the Southeast corner of the Southeast Quarter of Section 20, Township 24 North, Range 1 West of the 6th P.M., in Madison County, Nebraska; thence North 120 feet; thence West 248 feet; thence South 223 feet; thence East 146 feet; thence North 103 feet; and thence East 102 feet to the point of beginning. (TRACT II)

EXHIBIT A

Description of Property

