



MISC 2015087356



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/15/2015 11:36:41.00



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DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIVE COVENANT ("*Declaration*") is made effective the 14 day of October, 2015 ("*Effective Date*"), by NORTHWEST I-680, LLC, a Nebraska limited liability company ("*Declarant*").

WHEREAS, Declarant is the fee simple owner of that certain real property located in Omaha, Douglas County, Nebraska described on Exhibit "A" attached hereto and incorporated herein by reference (the "*Fuel Station Tract*");

WHEREAS, Declarant is also the fee simple owner of that certain real property located in Omaha, Douglas County, Nebraska described on Exhibit "B" attached hereto and incorporated herein by reference (the "*Restricted Property*");

WHEREAS, contemporaneously with its recording of this Declaration, Declarant is conveying the Fuel Station Tract to Murphy USA Real Estate LKE #5, LP or its affiliate (as applicable, "*Murphy*") for the construction and operation of a vehicle fueling station and convenience store thereon; and

WHEREAS, in connection with Murphy's acquisition of Tract 1 from Declarant, and as an inducement and material consideration for Murphy's agreement to purchase the Fuel Station Tract from Declarant, the Declarant has agreed to restrict the use of the Restricted Property as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid from Murphy to Declarant, the receipt of which is hereby acknowledged, Declarant hereby declares and states as follows:

1. Restriction. For a period of two (2) years after the Effective Date, and thereafter for so long as a vehicle fueling station or convenience store is operated on the Fuel Station Tract (without regard to temporary closures for repairs, remodeling, reconstruction or force majeure events), the Restricted Property shall not be sold, conveyed, assigned, leased, or used in any manner by Declarant, its successors, assigns, tenants or occupants, for or in support of a vehicle fueling station or convenience store.

2. Default. In the event of any actual or threatened violation of this Declaration, the Owner of the Fuel Station Tract may institute legal action for specific performance, declaratory or injunctive relief, or any other appropriate remedy available at law or in equity to enforce this Declaration, without any requirement to post bond or to prove the insufficiency of damages or any other remedy.

3. Binding on Successors. This Declaration and the terms and restrictions set forth herein are intended to be, and shall be construed as real covenants and equitable servitudes appurtenant to the Fuel Station Tract and the Restricted Property, and the burdens and benefits hereof shall bind and inure to the benefit of the parties hereto, their respective successors and assigns, and shall run with the title to the Fuel Station Tract and the Restricted Property.

4. Miscellaneous. This Declaration shall be construed in accordance with the laws of the State of Nebraska. This Declaration may be amended or modified only in writing signed by all of the record owners of the Restricted Property and the Fuel Station Tract. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representative, successors and assigns may require. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect the terms and provisions hereof. The record owners of the Restricted Property and the Fuel Station Tract shall give further assurances to the others owners, by way of executing such other and further instruments and documents as may be reasonably necessary to effectuate and carry out the intents and purposes of this Declaration and the agreements contained herein. If any provision of this Declaration, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law. This Declaration shall be recorded in the real estate records of Douglas County, Nebraska.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the Effective Date.

DECLARANT:

NORTHWEST I-680, LLC,
a Nebraska limited liability company

By: *[Signature]*

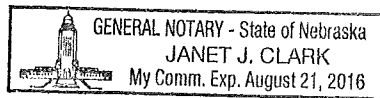
Name: ANTHONY SALDI

Title: MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 13 day of October, 2015, by ~~ANTHONY SALDI~~ ANTHONY SALDI the MANAGING MEMBER of **NORTHWEST I-680, LLC**, a Nebraska limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public

Exhibit "A"

Description of Fuel Station Tract

Lot 1, in STARWOOD SOUTH REPLAT 3, an addition to the City of Omaha, as surveyed, plated and recorded, in Douglas County, Nebraska on October 6, 2015 as Instrument No. 2015084686.

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Exhibit "B"

Description of Restricted Property

Lot 2, in Starwood South Replat 2, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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AND

Lot 2, in STARWOOD SOUTH REPLAT 3, an addition to the City of Omaha, as surveyed, plated and recorded, in Douglas County, Nebraska on October 6, 2015 as Instrument No. 2015084686.

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