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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made this 20 day of August, 2018, by and between MII-Bennington, L.L.C., a Nebraska limited liability company (referred to herein as "Declarant"), and HWY 36, LLC, a Nebraska limited liability company ("Hwy 36").

RECITALS

WHEREAS, the Declarant and Hwy 36 entered into that certain Sale and Purchase Agreement dated September 30, 2017 (as amended, the "Purchase Agreement"), whereunder Declarant agreed to sell and Hwy 36 agreed to purchase the following legally described real estate, to-wit:

Lots 2 through 6, inclusive, McGregor Brae, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Restricted Property"); and

WHEREAS, Declarant is the lawful owner of the following legally described real property, to-wit:

Lot 1, McGregor Brae, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Benefitted Property"); and

WHEREAS, Declarant agreed to sell and convey the Restricted Property to Hwy 36 upon the condition that the Restricted Property would not be used and/or operated as a convenience self-storage facility or similar use as covenants running with the land.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Declarant and Hwy 36 agree as follows:



1. Restricted Property. Subject to the terms hereof, no portion of the Restricted Property shall be used or operated as a convenience self-storage facility or similar use.

2. Covenants to Run with Land. It is intended that each of the restrictions set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

3. Governing Law. This Declaration is declared to have been made under the laws of the State of Nebraska.

4. Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of the then current owners of the Benefitted Property and Restricted Property, evidenced by a document that has been fully executed and acknowledged by such parties, and recorded in the office of the Register of Deeds of Douglas County, Nebraska.

5. Remedies and Enforcement.

5.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the owner of the Restricted Property, or any portion thereof, or such owner's tenants or their employees, agents, invitees, or licensees, of any of the terms, covenants, restrictions or conditions hereof, the owner of the Benefitted Property shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

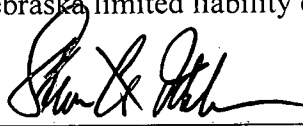
5.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of the Restricted Property made in good faith for value. The covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of any portion of the Restricted Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6. Termination. If the owner of the Benefitted Property ceases to operate the Benefitted Property as a convenience self-storage facility or similar use for twelve (12) months or more (excluding time during substantial renovations or reconstruction or restoration in the event of a casualty), then this Declaration shall be deemed terminated and of no further force or effect, and the owner of the Benefitted Property shall duly execute and deliver a recordable termination of its rights under this declaration upon request of any owner of the Restricted Property.

7. No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

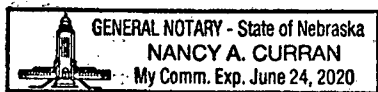


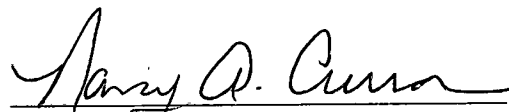
HWY 36, LLC,
a Nebraska limited liability company

By: 
Name: Steve Idelman
Title: Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a notary public in and for said State and County, on this 15th day of August, 2018, by Steve Idelman, known to me to be the Member of HWY 36, LLC, a Nebraska limited liability company, on behalf of said limited liability company.




Notary Public