



MISC 2008095224



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/29/2008 13:58:37.39



2008095224

Prepared by Craig A. Smith, O'Reilly Automotive, Inc., P.O. Box 1156, Springfield, MO 65801; ph. 417-829-5721, fax 417-829-5726

RESTRICTIVE COVENANT

Under a contract dated the 12th day of December, 2007, **Gottsch Land Co, a Nebraska corporation**, ("Grantor") agreed to convey to **O'Reilly Automotive, Inc., a Missouri corporation** ("Grantee") a parcel of real estate described as Lot 1, Skyline Country North Replat No. 1, a subdivision in Douglas County, Nebraska, also described as follows: Lot 1, Skyline Country North Replat No. 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Beginning at a 5/8" rebar at the northwest corner of said Lot 1; thence N 87°17'43" E (bearings referenced to Skyline Country North Replat 1) for 259.59 feet to a 5/8" rebar at the Northeast corner of said Lot 1; thence S 04°14'04" E for 155.12 feet to a 5/8" rebar at the southeast corner of said Lot 1; thence S 87°19'02" W for 259.86 feet to a 5/8" rebar at the southwest corner of said Lot 1; thence N 02°41'58" W for 112.75 feet to a 5/8" rebar and point of tangency; thence along a curve to the left (having a radius of 230.00 feet and a long chord bearing N 07°57'17" W for 42.39 feet) for an arc length of 42.46 feet to said Point of Beginning (the "O'Reilly Property").

CC-35982

One of the terms of that contract required the Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

THEREFORE, in consideration of the terms and conditions contained in that contract, Grantor promises and declares that the property as **Lots 3 - 4, Skyline Country North Replat No. 1 and Lots 1, 5, 6, 7, 8, 9, 10 and 11, Skyline Country North**, as illustrated on attached **Exhibit "A"** will not be used for the sale, lease, or use by an auto parts company, other than O'Reilly or its related entities for a term of five years after the date of this Restrictive Covenant, or until O'Reilly does not use the O'Reilly Property for the retail sale of auto parts, whichever occurs last. This restriction shall include, but not be limited to, such companies as AutoZone, Advance Auto Parts, NAPA and Pep Boys and their related entities, successors and assigns, or any other company which has as its primary business function the sale and supply of wholesale and retail auto parts.

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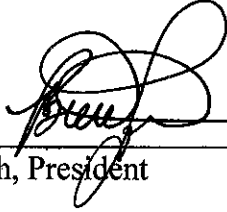
This restriction runs with the land described above and shall inure to the benefit of and shall be binding upon the Grantee and Grantor, and their respective grantees, assigns and successors.

35 333510

✓ 6722101850

Grantor has executed this Restrictive Covenant, this 24 day of Sept., 2008.

Gottsch Land Co.



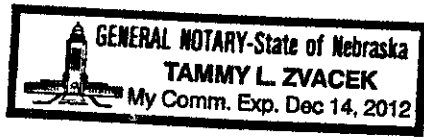
By: Brett A. Gottsch, President

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 24 day of September, 2008, before me, appeared Brett A. Gottsch, President, to me personally known, or proved to me to be the person, who being by me duly sworn, did say that he is the President of Gottsch Land Co., a Nebraska corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Brett A Gottsch acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Douglas County, Nebraska the day and year last above written.

Tammy L. Zvacek
Notary Public
Print Name Tammy L. Zvacek



My commission expires: 12-14-2012

AFTER RECORDATION
RETURN ORIGINAL TO:
Liz Dugger
O'Reilly Automotive, Inc.
P.O. Box 1156
Springfield, MO 65801

