

PROTECTIVE COVENANTS

INDUSTRIAL PARK WEST

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned is the record owner of the lots in the Hastings Industrial Park West, a subdivision in Adams County, Nebraska, as surveyed, platted and recorded; and

WHEREAS, the undersigned intends to develop said real estate as a regulated Industrial Park.

NOW, THEREFORE, the following restrictions and Protective Covenants are hereby placed on said real estate to-wit:

I. SITE USE LIMITATIONS - Each site shall be used only for general administration, manufacturing, wholesaling, jobbing, warehousing, research and related service. All uses shall observe the City of Hastings Municipal Code, or State Regulations regarding odor, fumes, dust, smoke, noise, hazards by reason of danger of fire or exposure and other potential nuisances. All other applicable Municipal or State Codes or Regulations must be adhered to.

II. BUILDING SETBACK -

Front - There shall be a minimum front yard setback of fifty (50) feet from any street right-of-way line. A minimum of two-thirds of this front setback area shall be planted with grass and or shrubbery in conformance with standards of the Hastings Economic Development Corporation's Sites Committee. Those parcels with double frontage shall be required to observe established front yard setbacks on both sides.

Side and Rear - There shall be a minimum side and rear yard setback of twenty (20) feet from the respective lot line unless a greater distance is required for utility easements. These setback areas shall be planted with grass and shrubbery in conformance with standards of the Sites Committee.

The minimum distance between any two buildings on the same parcel shall be twenty (20) feet.

Right of Ways - Setbacks for side and rear yards adjoining a railroad right-of-way are not required if the building is located adjacent to the rail siding serving that building.

Landscaped Areas - At least two-thirds (2/3) of the front yard setback area and the entire side yard setback shall be planted with grass and shrubbery and thereafter maintained by the landowner both in conformance with standards established by the Sites Committee. Those individual sites having frontages on more than one street shall be required to observe the established front yard landscaping requirements on each street frontage.

III. PARKING FACILITIES - All vehicular parking whether customer, visitor, or employee shall be off-street. There shall be maintained on each site facilities for parking, loading, and unloading sufficient to serve the business conducted thereon without using adjacent streets; and no use shall be made of any site

which will attract parking in excess of the parking spaces then available. Private automobile and truck parking will be allowed between the building and the required side and rear setback line. All parking areas shall be hard surfaced with either portland cement, asphaltic concrete, or bituminous surfacing, and surrounded by a raised concrete curb.

- IV. LOADING AREAS - All loading and unloading operations and vehicle maneuvering shall be on the site. In no case, shall loading and unloading be permitted in a location which will interfere with proper ingress or egress.
- V. STORAGE AREAS - Storage of material, supplies, products, equipment, or other personal property will not be permitted outside the confines of the walled building unless screened by fences, walls, or plantings and approved by the Site Committee as to character and location. All outside storage will be restricted to locations within the buildable area.
- VI. SITE COVERAGE - In Lots or Parcels not more than fifty (50) percent of each site shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed eighty (80) percent of the total site area.
- VII. MAINTENANCE AND LANDSCAPING - Each landowner will be responsible for maintenance of his property up to the edge of the pavement on the abutting street or streets, including all lawn and landscaped areas, walks, driveways and building exterior. That portion of each site which is not improved through the construction of buildings, parking facilities, loading facilities and lawn area shall be seeded to a cover planting which grows to a height not to exceed approximately eighteen (18) inches and shall be attractively maintained. In no event and at no time shall any part of the land area be planted to cultivated row crops.

In the event a landowner does not so maintain his tract, after reasonable notice the Hastings Economic Development Corporation shall have the right, but not the obligation, to enter upon the site and make all expenditures necessary to maintain the same and it may charge the non-complying landowner for all reasonable costs incurred in enforcing compliance with this provision.

No trees on any site at the time of its original sale by the Hastings Economic Development Corporation shall be destroyed or removed without the prior approval of the Sites Committee.

All other open areas not used must be landscaped, graded and properly drained.

- VIII. SIGNS - The only signs permitted on any site sold by the Hastings Economic Development Corporation in the Industrial Park shall be signs designating the business enterprise or describing the product or service sold or produced on that site. All signs shall either be affixed to the facade of the main structure on the site, the total surface area of which shall not exceed ten (10) percent of the total wall area or be of the free-standing pedestal-mounted type with a maximum height of ten (10) feet and a maximum square foot area of 100. No sign affixed to the facade shall project more than eighteen (18) inches therefrom or extend above the dominant roofline of the main structure. No free-standing pedestal-mounted sign shall be erected closer than 24 feet to a property line abutting on any street.

One temporary sign may be erected on a site to offer the property for sale or lease, the size of which shall not exceed forty (40) square feet in area.

Flashing, rotating, animated or intermittent illuminated type signs shall be prohibited.

Approval of the design of all temporary and of the design and number of all permanent signs by the Sites Committee in conformance with City Standards shall be required prior to their erection on any site.

- IX. CONSTRUCTION STANDARDS - All buildings erected shall create a creditable and acceptable appearance on all four sides. Buildings, including ancillary buildings, shall not be constructed of unfinished galvanized steel or sheet aluminum for exterior walls. All appurtenant equipment, including roof mounted units, shall be screened from view from any public street.
- X. APPROVAL OF PLANS - Before commencing the construction or alteration of any building, enclosure, fence, wall, loading dock, parking facility, storage yard, or any other structure or permanent improvement on or to any site, the landowner shall first submit site plans or plans and specifications therefor to the Sites Committee for written approval. In the event that the H.E.D.C. shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with.
- XI. COMPLIANCE WITH GOVERNMENT REGULATIONS AND MAINTENANCE - The owner of any site shall at all time keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and shall comply in all respects with all government, health, fire and police requirements and regulations, and such owner will remove at his own expense any rubbish or debris of any character whatsoever which may accumulate on said site, and in the event said owner fails to comply with any or all of the aforesaid specifications and requirements, or if he fails to establish or maintain the required lawn area, then, and only then, the Hastings Economic Development Corporation, its successors and assigns, shall have the right, privilege and license, but not the obligation, to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole cost and expense of said owner.
- XII. SUBDIVISION - Once a site has been purchased from the Hastings Economic Development Corporation, its successors or assigns, such site shall be considered as a single unit and it shall not be subdivided or a portion of the land sold, leased or rented unless written approval thereto is given by the Sites Committee.
- XIII. REPURCHASE - If at the expiration of two (2) years from the date of delivery of a deed from the Hastings Economic Development Corporation conveying any property lying within the Industrial Park, any grantee, or assign, shall not have begun in good faith the construction of a permanent building upon said site, the Hastings Economic Development Corporation shall have the option to repurchase the property for the original purchase price and enter into possession thereof. This option to repurchase must be exercised within one (1) year after the expiration of the two-year period following the delivery of the deed referred to above. Closing of the repurchase shall take place within sixty (60) days after the exercise of the option to repurchase and shall be at the office of the Hastings Economic Development Corporation or at such other

place in Hastings, Nebraska, as the Corporation or its successor shall designate. Provided, however, anything in this Article to the contrary notwithstanding, the Hastings Economic Development Corporation, its successors and assigns, may extend in writing the time in which such construction may be begun and such repurchase right exercised. In the event of a repurchase, the Grantor shall convey the property by Warranty Deed subject only to those encumbrances specified in the original conveyance from the Hastings Economic Development Corporation. Taxes for the year in which the reconveyance occurs shall be prorated to the date of reconveyance.

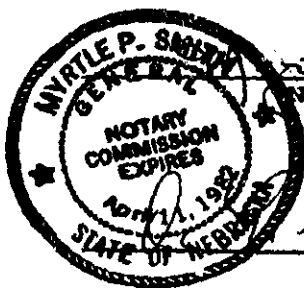
- XIV. EXCEPTIONS OR MODIFICATIONS - The Sites Committee shall be authorized to make such exceptions to, or modifications of, these Protective Covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these Covenants in principle or general objective.
- XV. DURATION - These Covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 2025, at which time they shall automatically terminate. If the parties hereto, or any of them, or their heirs, representatives, successors or assigns shall violate any of these Protective Covenants, it shall be lawful for any person or persons owning any real property covered by these Covenants, to prosecute any proceedings at law or in equity against persons so violating or attempting such violation either to prevent him or them from so doing or to recover damages and other dues for such violation, or both.
- XVI. SEVERABILITY - If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable shall be effective and fully operative.

These Covenants shall apply to all of the property constituting the Hastings Industrial Park West.

NOTE: (1) THESE COVENANTS ARE OF LEGAL RECORD AT THE OFFICE OF THE REGISTER OF DEED OF ADAMS COUNTY, NEBRASKA.

Willis L. Kallin

The County of Adams, Nebraska



Myrtle P. Smith
Notary Public

1-30-79
Date

Dana

Dana Corporation

Robert E. Puller
Notary Public

Jan 16, 1979
Date

ROBERT E. PULLER
Notary Public
My Commission Expires [unclear] Date [unclear]
Section [unclear]

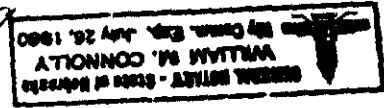
790430

James J. Stutzman Jr

Great Plains Container Co.
A Nebraska Corporation

William M. Conroy
Notary Public

2-1-79
Date

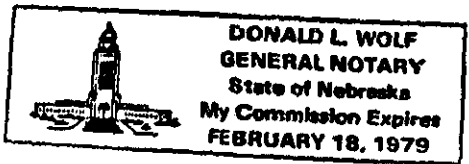


Robert J. Hunter

Hastings Economic Development Corporation

Donald L. Wolf
Notary Public

Jan. 24, 1979
Date



John Heredith
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REGISTER OF DEEDS
ADAMS COUNTY

FILED
INST. NO. 790430