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Inst# 2012- 0719
At 1:00 p.m.
By Lisa R. Suehla

Restrictions and Easement Agreement

Seller: Dowd Grain Company, Inc., a Nebraska Corporation

Buyer: Schuyler DNP VII, LLC, a Nebraska limited liability company

Lots 1-4, Schuyler Commercial Subdivision, a Subdivision in Colfax County, Nebraska.

Return to:

Premier Land Title Company
9719 Giles Road
LaVista, NE 68128

STATE OF NEBRASKA

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLFAX

RESTRICTIONS AND EASEMENT AGREEMENT

THIS RESTRICTIONS AND EASEMENT AGREEMENT (the "Agreement") is entered into by and between **DOWD GRAIN COMPANY, INC., a Nebraska Corporation** ("Seller") and **SCHUYLER DNP VII, LLC, a Nebraska limited liability company** ("Buyer"), and is effective upon recording.

WHEREAS, Seller is the owner of the property being described on Exhibit "A", attached hereto (the "Seller Property");

WHEREAS, Buyer is the owner of the property being described on Exhibit "B", attached hereto (the "Buyer Property"), which, as of the date of recording, was purchased from Seller; and

WHEREAS, as part of the agreement between Buyer and Seller, the parties hereto are desirous of entering into an agreement providing for the easements and covenants as herein described.

NOW, THEREFORE, for good and valuable consideration, and for the covenants granted herein, the receipt and sufficiency of which is hereby acknowledged by the parties, Buyer and Seller hereby agree as follows:

1. Access Easement. Buyer hereby grants and conveys to Seller, for the benefit of and as an appurtenance to the Seller Tract, a non-exclusive, perpetual easement over and across that portion of the easement area described on Exhibit "C" ("Access Easement") for the purposes of pedestrian and vehicular access, ingress and egress.

2. Temporary Construction Easement. Seller hereby grants to Buyer a temporary construction easement on the Seller Property which shall automatically terminate one-hundred eighty (180) days following the recordation of this document. During construction, Buyer will demolish and/or remove any and all trees located on Lot 2 Schuyler Commercial Subdivision of the Seller Property. After completion of construction, Buyer shall establish grass on Lot 2 Schuyler Commercial Subdivision of the Seller Property and any areas of Seller's Property which were disrupted by Buyer's use of this Temporary Construction Easement.

3. Construction and Maintenance Expense. Buyer shall construct the Access Easement at Buyer's expense. Buyer shall be responsible for the cost of any improvements on the highway right of way that may be required by the Nebraska Department of Roads or the City of Schuyler. After completion of construction of the Access Easement, Buyer shall be responsible for all costs of maintenance and repair of the Access Easement. Each party shall maintain its own parcel in good repair and at its own cost.

4. Use Restrictions Against Seller Property. Seller agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of Seller's Property for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, Dollar, Planet Dollar, Big Lots, Odd Lots, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market or Wal-Mart Express.

5. Additional Restrictions Against Seller Property. In addition to the above restrictions, Seller shall burden the Seller Property (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings, except that any usual paging system be allowed; (c) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (d) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (e) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (f) any dry cleaners performing on-site cleaning services; (g) any animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (h) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (i) any gun range or shooting gallery; and (j) any use which creates fire, explosives or other hazards.

6. The use restrictions in Section 4 and Section 5 shall only burden the Seller Property until the later of y) the Buyer ceases to be occupied by Dollar General corporation or used or occupied as any "Dollar General" concept, or z) twenty-five years from the date of recording of this Agreement.

7. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its parcel or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

8. Impediment to Access. Buyer and Seller agree that each party shall be prohibited from relocating the Access Easement and/or the curb cut associated with the Access Easement, without the other's prior written consent. Neither party shall construct improvements over the Access Easement (excluding paving), or block, or interfere with, access over and across the Access Easement. During maintenance of the Access Easement or any easement area, the Access Easement shall be kept clear so as not to unreasonably interfere with vehicular and pedestrian access.

9. Indemnification. Each party utilizing the Access Easement provided for herein shall indemnify, save and hold the other parties utilizing said Access Easement harmless from any loss, claim or liability arising out of, or attributable to its use, construction, maintenance, and occupation of the Access Easement.

10. Self-help. In addition to all other remedies available at law or in equity, upon the failure of a party to maintain and/or repair its portion of the Access Easement within thirty (30) days following written notice thereof by the other party or that party's successor or assign, or any tenant or lessee of that party, the non-defaulting party shall have the right to perform such maintenance and/or repair of the Access Easement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof

11. Consent. Seller acknowledges that Buyer will have to obtain the prior written consent of any tenant of the Buyer Property in order to amend or modify this Agreement.

12. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Buyer and Seller hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective parcel, as such interest is constituted from time to time. Buyer and Seller agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its parcel, as such interest may be constituted from time to time

13. Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, and shall last in perpetuity unless canceled in writing by both parties or their respective successors, or assigns.

14. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Nebraska. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Buyer's tenant, so long as it, its successors, assigns or assignees is occupying the property. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed in multiple counterparts on the last date on which this Agreement has been signed by both Buyer and Seller.

SELLER:

DOWD GRAIN COMPANY, INC.

a Nebraska Corporation

By: [Signature]

Its: President

Date: 11/29/12

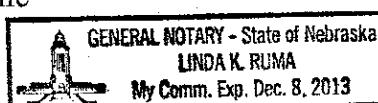
STATE OF NEBRASKA §

COUNTY OF Douglas §

This instrument was acknowledged before me this 29 day of November, 2012, by Duane Dowd as President of Dowd Grain Company, Inc.

[Signature]
Notary Public

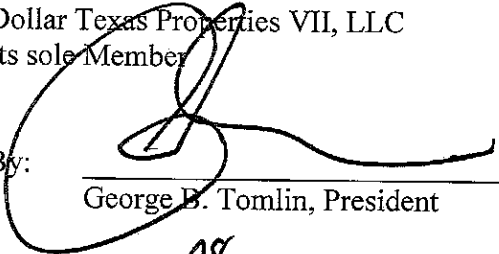
Expires: 12-8-13



BUYER:

SCHUYLER DNP VII, LLC
a Nebraska limited liability company

By: Dollar Texas Properties VII, LLC
Its sole Member

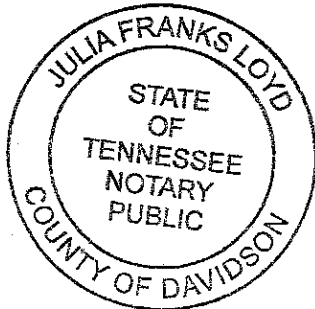
By: 
George B. Tomlin, President

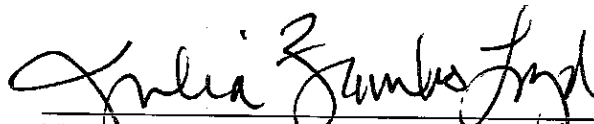
Date: November 28, 2012

STATE OF TENNESSEE §
 §
COUNTY OF DAVIDSON §

This instrument was acknowledged before me on the 28th day of November, 2012, by George B. Tomlin, President of Dollar Texas Properties VII, LLC, a Texas limited liability company, as sole member of Schuyler DNP VII, LLC, a limited liability company on behalf of said limited liability company.

(SEAL)




Notary Public
Print Name: Julia Franks Loyd

My appointment expires: 5/5/15

EXHIBIT "A"

SELLER PROPERTY

LOTS 2, 3 AND 4, SCHUYLER COMMERCIAL SUBDIVISION, a Subdivision in
Colfax County, Nebraska.

EXHIBIT "B"

BUYER PROPERTY

LOT 1, SCHUYLER COMMERCIAL SUBDIVISION, a Subdivision in Colfax
County, Nebraska.

EXHIBIT "C"

DESCRIPTION OF ACCESS EASEMENT

INGRESS EGRESS EASEMENT over a portion of Lot 1, SCHYULER
COMMERCIAL SUBDIVISION, in Colfax County, Nebraska, being further described
as follows:

COMMENCING at the Southwest corner of said Lot 1; thence N 00 degrees 38 minutes
59 seconds E, a distance of 75 feet; thence N 88 degrees 40 minutes 29 seconds E, a
distance of 82.30 feet; thence S 01 degrees 17 minutes 43 seconds E, a distance of 75.00
feet; thence S 88 degrees 42 minutes 17 seconds W a distance of 85.85 feet, to the point
of beginning,