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SUBMITTED CHICAGO TITLE INSURANCE - K

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2013-32548

2013 Oct 18 09:07:51 AM

Sheryl J. Dawkins

REGISTER OF DEEDS



COVENANTS AND RESTRICTIONS AGREEMENT

THIS COVENANTS AND RESTRICTIONS AGREEMENT (the "Agreement") is made this 15 day of October, 2013 by and between Tipton Holdings, LLC, a Kansas limited liability company, whose address is 13356 Metcalf Avenue, Overland Park, Kansas 66213 (hereinafter referred to as "Tipton"), RTR Enterprises, Inc., a Nebraska corporation, whose address is 11391 S. 232nd Street, Gretna, Nebraska 68028 (hereinafter referred to as "Enterprises") and RTR Retail, L.L.C, a Nebraska limited liability company, whose address is 11391 S. 232nd Street, Gretna, Nebraska 68028 (hereinafter referred to as "Retail").

WITNESSETH:

WHEREAS, Tipton is the owner of that certain tract or parcel of land lying and being in Sarpy County, Nebraska, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference and shown on the Site Plan attached hereto as Exhibit "D" (hereinafter referred to as the "Tipton Tract"); and

WHEREAS, Enterprises is the owner of that certain tract or parcel of land contiguous to the Tipton Tract and lying and being in Sarpy County, Nebraska, and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference and shown on the Site Plan (hereinafter referred to as the "Enterprises Tract");

WHEREAS, Retail is the owner of that certain tract or parcel of land contiguous to the Tipton Tract and Enterprises Tract and lying and being in Sarpy County, Nebraska, and being more particularly described on Exhibit "C" attached hereto and made a part hereof by this reference and shown on the Site Plan (hereinafter referred to as the "Retail Tract", the Tipton Tract, the Enterprises Tract and the Retail Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, Tipton, Enterprises and Retail desire to establish certain rights benefiting and burdening Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good

Chicago Title Company, LLC

2013-1240 &C

and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Tipton, Enterprises and Retail do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the rights granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Restrictions on Enterprises Tract and Retail Tract. Enterprises covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Enterprises Tract or any other property within one (1) mile radius of Tipton Tract owned, controlled or occupied by Enterprises and its principals, affiliates and related parties for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, CVS, Walgreens, Rite Aid, or any Wal-Mart concept, so long as Dollar General shall actively operate as a retail store on Tipton Tract. Retail covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Retail Tract or any other property within one (1) mile radius of Tipton Tract owned, controlled or occupied by Retail and its principals, affiliates and related parties for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, CVS, Walgreens, Rite Aid, or any Wal-Mart concept, so long as Dollar General shall actively operate as a retail store on Tipton Tract. If Dollar General shall cease to actively operate on the Tipton Tract for any reason, then these restrictive covenants shall immediately terminate and be removed from the real estate records.

3. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract 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.

4. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Tipton, Enterprises and Retail hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. Tipton, Enterprises and Retail 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 Tract, 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 Tract, as such interest may be constituted from time to time.

5. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect for a period of thirty (30) years from the date hereof.

6. 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 Dollar General Corporation, so long as it, its successors, assigns or assignees is occupying the property. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, Tipton, Enterprises and Retail have set their hands and seals as of the day, month and year first above written.

Tipton:

Tipton Holdings, LLC,
a Kansas limited liability company

By: _____

Title: _____

Tyler S. Oliver
Member

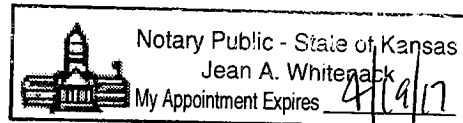
STATE OF Kansas)
COUNTY OF Johnson) ss

Before, the undersigned, a Notary Public in and for said county and state, this 15th day of October, 2013, personally appeared Tyler S. Oliver, as Manager of Tipton Holdings, LLC, and he acknowledged the execution of the same as a voluntary act for the uses and purposes therein set forth with full knowledge of its content and effect. Witness my hand and seal on the date above written.

My commission expires: _____

4/19/17

Jean A. Whitenack
Notary Public
Jean A. Whitenack
Print Name



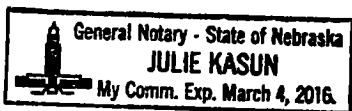
Enterprises:

RTR Enterprises, Inc.,
a Nebraska corporation

By: Randy Sump
Title: Pres.

STATE OF Nebraska)
COUNTY OF Sarpy) ss

Before, the undersigned, a Notary Public in and for said county and state, this 20th day of Sept, 2013, personally appeared Randy Sump, as Pres. of RTR Enterprises, Inc., and he acknowledged the execution of the same as a voluntary act for the uses and purposes therein set forth with full knowledge of its content and effect. Witness my hand and seal on the date above written.



Julie Kasun
Notary Public
Julie Kasun
Print Name

My commission expires: 3-4-16

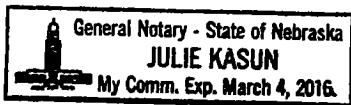
Retail:

RTR Retail, L.L.C.,
a Nebraska limited liability company

By: Randy Sump
Title: Manager

STATE OF Nebraska)
COUNTY OF Sarpy) ss

Before, the undersigned, a Notary Public in and for said county and state, this 20th day of September, 2013, personally appeared Randy Sump, as Manager of RTR Retail, L.L.C., and he acknowledged the execution of the same as a voluntary act for the uses and purposes therein set forth with full knowledge of its content and effect. Witness my hand and seal on the date above written.



Julie Kasun
Notary Public
Julie Kasun
Print Name

My commission expires: 3-4-16

EXHIBIT "A"

Legal Description of Tipton Tract

Lot 4, Highview Addition, Replat Two, as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT "B"

Legal Description of Enterprises Tract

Lots 1 and 3, Highview Addition, Replat Two, as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT "C"

Legal Description of Retail Tract

Lot 2, Highview Addition, Replat Two, as surveyed, platted and recorded in Sarpy County, Nebraska.

Site Plan

HIGHVIEW ADDITION REPLAT TWO

[illegible]

LOTS 1 THRU 4 INCLUSIVE

ARE PLATING OF TOYS 127 AND 128, HOWEYAN ADDRESS, A SUBORDINATE LOCATED IN THE
NORTH OF SECTION 1, AND ALSO TOYS 1 AND 2, HEATERS ADDRESS PLATE ONE, A
SUBORDINATE LOCATED IN THE NORTH OF SECTION 1, AND ALSO PART OF PINE DRIVE
NORTH OF WAY, AT HOWEYAN IN TOWNSHIP 13 NORTH, RANGE 14 EAST OF THE 10TH
MERIDIAN, NEBRASKA.

Pay to order 6-21-97
 Amount 2007
 Date 6-21-97

NAME _____
 PHONE _____
 ADDRESS _____
 CITY _____
 STATE _____
 ZIP _____

