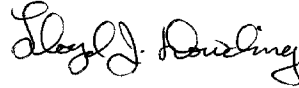


FILED SARPY CO. NE.
INSTRUMENT NUMBER

2016-01104

2016 Jan 15 02:04:08 PM



REGISTER OF DEEDS



COUNTER JS
VERIFY JS
FEES \$ 28.00
CHG SFILE
SUBMITTED TITLECORE NATIONAL, LLC

DECLARATION OF COVENANTS AND LAND USE RESTRICTIONS

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the party or parties hereto who are, at the close of this instrument, individually described as a "Declarant" and jointly as the "Declarants."

WITNESSETH:

WHEREAS, RTR Development, L.L.C., a Nebraska limited liability company ("RTR Development"), RTR Enterprises, Inc., a Nebraska corporation ("RTR Enterprises"), and RTR Retail, L.L.C., a Nebraska limited liability company ("RTR Retail") are the owners of certain parcels of real property in Sarpy County, Nebraska, more particularly described as follows:

Parcel 1: As contained in Title Commitment:

The North ½ of the Northeast Quarter of Section 23, Township 13 North, Range 11, East of the 6th P.M., Sarpy County, Nebraska, except that part deeded to the State of Nebraska, further described as: A strip of land lying across the eastern part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 13 North, Range 11 east of the 6th P.M., Sarpy County, Nebraska beginning at the Northeast Corner of said Section 23; thence southerly on the East line of the Northeast Quarter of the Northeast Quarter of Section 23 a distance of 1,327.3 feet to the Southeast Corner of said Northeast Quarter of the Northeast Quarter; thence Westerly on the South Line of said Northeast Quarter of the Northeast Quarter a distance of 51.7 feet; thence Northerly a distance of 1,327.3 feet to a point on the north line of said Northeast Quarter of the Northeast Quarter; thence Easterly on said North line, a distance of 58.5 feet to the point of beginning, and except those portions taken for the County Road Right-of-Ways by the State of Nebraska set forth in the Return of Appraisers recorded September 24, 1976 in Misc. Book 49 Page 583, Records of Sarpy County, Nebraska.

Per Surveyor:

A tract of land located in the N1/2 of the NE1/4 of Section 23, Township 13 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said NE1/4 of Section 23; thence N86°49'59"E (assumed bearing) along the North line of said NE 1/4 of Section 23, a distance of 2130.76 feet to a point on the West Right-of-Way line of Highway 50 (144th Street); thence along said West Right-of-Way line of Highway 50 (144th Street) on the following five (5) courses: thence S03°10'01"E, a distance of 33.00 feet; thence S81°22'22"E, a distance of 205.49 feet; thence N86°49'59"E, a distance of 159.23 feet; thence S06°09'27"E, a distance of 433.70 feet; thence S02°35'19"E, a distance of 818.76 feet to a point on the South line of said N1/2 of the NE1/4 of Section 23; thence S86°52'01"W along said South line of the N1/2 of the NE1/4 of Section 23, a distance of 2520.25 feet to the Southwest corner of said N1/2 of the 1/4 of Section 23; thence N02°31'46"W along the West line of said NE1/4 of Section 23, a distance of 1325.42 feet to the Point of Beginning.

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Said tract of land contains 3,310,467 square feet or 75.998 acres, more or less. Said tract of land contains 70,315 square feet or 1.164 acres of 33 feet right-of-way of Platteview Road

Parcel 2: Lot 1, Highview Addition Replat Two, a subdivision in Sarpy County, Nebraska.

Parcel 3: Lot 2, Highview Addition Replat Two, a subdivision in Sarpy County, Nebraska.

Parcels 1, 2, and 3 are hereinafter referred to as the "RTR Properties."

WHEREAS, RTR Development, L.L.C., RTR Enterprises, Inc., and RTR Retail, L.L.C. have common ownership and a common interest in facilitating the sale of certain real property, as hereinafter described, to Williams Enterprises, LLC, a Nebraska limited liability company ("Williams").

WHEREAS, RTR Enterprises, Inc. and WW Building Systems, LLC ("Williams") have entered into that certain Purchase and Sale Agreement dated the 12th day of October, 2015, (the Purchase Agreement") providing for the purchase of certain real property legally described as follows:

Lot 3, Highview Addition Replat Two, Springfield, Nebraska, as surveyed, platted and recorded in Sarpy County, Nebraska,

hereinafter (the "Acquisition Property"); and

WHEREAS, Williams, as a condition of purchasing the Acquisition Property from RTR Enterprises, Inc., requires that the RTR Properties be subject to certain use restrictions to which RTR Development, L.L.C., RTR Enterprises, Inc., and RTR Retail, L.L.C. are willing to agree;

NOW, THEREFORE, Declarants hereby declare that all of the RTR Properties hereinabove described shall be held, sold and conveyed subject to the following restrictions and covenants, which are for the purpose of benefitting and protecting the value and use of the RTR Properties, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in the RTR Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the Acquisition Property and Williams, and its successors and assigns thereof.

ARTICLE I PROPERTY RIGHTS

SECTION 1. Upon closing of the sale of the Acquisition Property from RTR Enterprises to Williams, the RTR Properties shall be prohibited from the wholesale or retail sale of fireworks or any fireworks related products.

ARTICLE II OTHER PROVISIONS

SECTION 1. Restrictions. Except as provided in Article I above, every owner of all or any portion of the RTR Properties shall have full rights of ownership and full use and enjoyment of the property real held by such owner.

SECTION 2. Enforcement. Any owner of the Acquisition Property shall have the right to enforce, by any proceedings at law or in equity, restrictions and covenants imposed by the provisions of this Declaration. Failure of any owner to enforce the covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. Severability. Invalidation of any portion of this Declaration, by judgment or court Order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

SECTION 4. Amendment. This Declaration may be amended at any time by an instrument signed by the then current owners of the RTR Properties and the Acquisition Property.

SECTION 5. Term. The covenants and restrictions contained in this Declaration shall run with the land, and shall be binding on the RTR Properties until December 31, 2046, unless terminated by all of the benefitting property owners at the time of termination so long as the Acquisition Property shall be regularly operated for the business of selling fireworks on a wholesale or retail basis or operated as a fireworks warehouse. For these purposes all Declarants agree "regularly operated" means that the Acquisition Property is used for conducting the sale of fireworks on a wholesale or retail basis or acting as a fireworks warehouse during any twelve (12) month period. The periodic closure or suspension of the Acquisition Property from the wholesale or retail sale of fireworks or acting as a fireworks warehouse during any twelve month period shall not be considered when determining if the Acquisition Property is being "regularly operated." Nor shall Williams or its successors and assigns inability to obtain licensing from fireworks regulatory authorities be considered when determining if the Acquisition Property is being "regularly operated," unless said failure to obtain fireworks licensing shall continue for a period of five (5) continuous years without interruption. In the event RTR Development, RTR Enterprises or RTR Retail, or their successors and assigns (collectively the "RTR Declarants") are of the belief that the Acquisition Property is not being "regularly operated," as defined hereinabove, (for the business of selling fireworks on a wholesale or retail basis or acting as a fireworks warehouse) by Williams and or its successors and assigns, then the RTR Declarants shall give Williams and or its successors and assigns not less than thirty (30) days' written notice (the "RTR Notice") of their belief that the Acquisition Property has ceased to be "regularly operated" for the business of selling fireworks on a wholesale or retail basis or acting as a fireworks warehouse, and thereafter Williams and or its successors and assigns shall have sixty (60) days to respond in writing to the RTR Notice either agreeing or disputing the assertions made in the RTR Notice. If the parties agree the Acquisition Property has ceased to be "regularly operated" for the purposes stated in this Section 5, then the land use restriction described in Section 1 above shall be automatically terminated. In the event the Declarants cannot agree as to whether the Acquisition Property is being "regularly operated" then the Declarants agree that the matter shall be submitted to an independent arbitrator. Any dispute designated hereunder shall be submitted to binding arbitration pursuant to the Commercial Rules of Arbitration of the American Arbitration Association and the claim, controversy or dispute shall be arbitrated before one (1) arbitrator and shall be held in Sarpy County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed these Declarations of Covenants and Restrictions this 13th day of January 2016.

"RTR PROPERTIES"

RTR DEVELOPMENT, L.L.C., Declarant
(Parcel 1)

By: Randy Lump
Print Name/Title: Manager

RTR ENTERPRISES, INC., Declarant
(Parcel 2)

By: Randy Lump
Print Name/Title: President

RTR RETAIL, L.L.C., Declarant
(Parcel 3)

By: Randy Lump
Print Name/Title: Manager

"ACQUISITION PROPERTY"

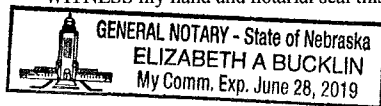
WILLIAMS ENTERPRISES, LLC Declarant

By: [Signature]
Print Name/Title: Dan E. Williams

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

Before me the undersigned, a notary public, personally came Randy Sump, in his authorized capacity as the manager of RTR Development, L.L.C., a Nebraska limited liability company, a Declarant in the foregoing instrument, and to me personally known or identified through satisfactory evidence, and acknowledged the execution of the above to be his voluntary act and deed on behalf of RTR Development, L.L.C.

WITNESS my hand and notarial seal this 14 day of Jan, 2016.

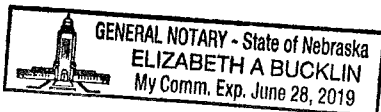


[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

President Before me the undersigned, a notary public, personally came Randy Sump, in his authorized capacity as the Agent of RTR Enterprises, Inc., a Nebraska corporation, a Declarant in the foregoing instrument, and to me personally known or identified through satisfactory evidence, and acknowledged the execution of the above to be his voluntary act and deed on behalf of RTR Enterprises, Inc.

WITNESS my hand and notarial seal this 14 day of Jan, 2016.

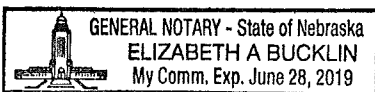


[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

Before me the undersigned, a notary public, personally came Randy Sump, in his authorized capacity as the manager of RTR Retail, L.L.C., a Nebraska limited liability company, a Declarant in the foregoing instrument, and to me personally known or identified through satisfactory evidence, and acknowledged the execution of the above to be his voluntary act and deed on behalf of RTR Retail, L.L.C.

WITNESS my hand and notarial seal this 14 day of Jan, 2016.

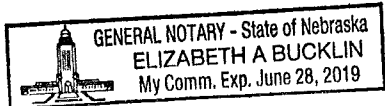


[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

Before me the undersigned, a notary public, personally came Dan Williams, in his authorized capacity as the Member Manager of Williams Enterprises, LLC, a Nebraska limited liability company, a Declarant in the foregoing instrument, and to me personally known or identified through satisfactory evidence, and acknowledged the execution of the above to be his voluntary act and deed on behalf of Williams Enterprises, LLC.

WITNESS my hand and notarial seal this 14 day of Jan, 2016.



[Signature]
Notary Public