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04/09/2014 09:08:48.00



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THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

Recording Requested By:
First American Title
National Commercial Services

AFTER RECORDING RETURN TO:

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, GA 30349
Attention: Chris Standridge
Real Estate Legal Department

SECOND AMENDMENT TO EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

This Second Amendment to Easements, Covenants and Restrictions Agreement (this "Amendment") is made and entered into as of the 7 day of April, 2014 by and between Royce Legacy, LLC, a Nebraska limited liability company ("Royce"), Legacy Court, LLC, a Nebraska limited liability company ("Legacy") and Hand Cut Steaks Acquisitions, Inc., an Arkansas corporation ("HCSA").

RECITALS

A. Royce, Legacy and HCSA previously executed that certain Amendment to Easements, Covenants and Restrictions Agreement dated July 29, 2010 and recorded on July 30, 2010 in the Official Records of Douglas County, Nebraska as Instrument No. 2010-067574 (the "1st Amendment"). The 1st Amendment modified that certain Easements, Covenants and Restrictions Agreement, by and between Royce and Hand Cut Steaks of Omaha, Inc., a Nebraska corporation ("HCSO"), dated October 14, 2003 and recorded on October 21, 2003 in the Official Records of Douglas County, Nebraska as Instrument No. 2003-203741 (the "Original ECR"). The Original ECR and the 1st Amendment may be referred to collectively as the "ECR Agreement."

B. HCSA intends to convey Lot 101 to Chick-fil-A, Inc., a Georgia corporation ("CFA"). In connection with the conveyance of Lot 101 to CFA, Royce, Legacy and HCSA wish to amend the Agreement, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

NOW, THEREFORE, in consideration of the execution, delivery and recordation of the Amendment, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Royce, Legacy and HCSA agree as follows:

1. Definitions. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Agreement, unless the context expressly requires otherwise.

2. Approval. Pursuant to Section 2.4, the parties approve the plans and specifications for CFA's improvements as listed on Exhibit "D" attached hereto and incorporated herein by reference. Such approval also hereby approves the installation of cable/telephony easement and the relocation of the electrical transformer in the locations in Exhibit "D" and acknowledges that the contemplated improvements are located within the Building Area for Lot 101.

3. Ingress, egress and parking. The following is added to Section 2.1:

“(g) Notwithstanding anything this Section 2.1 to the contrary, the Owners of Lot 1 and Lot 2 will not modify or relocate the Common Drive without the prior written consent of the Owner of Lot 101.”

4. Signage Easement. The following is added to the end of Section 3.4:

“Legacy, as the owner of Lot 1, at all times that there is a pylon or monument sign located on Lot 1, agrees to permit the Permittee of Lot 101 to place a panel on such sign identifying the business of Permittee provided such Permittee pays the maintenance costs associated with such panel as are then in effect. In the event the Permittee does not elect to utilize the right to panel representation, thereafter whenever a panel space becomes available, the owner of Lot 1 shall notify the owner of Lot 101, and its Permittee, and Permittee will have thirty (30) days after receipt of the notice to notify the owner of Lot 1 that Permittee will exercise its right to place a panel on such sign. The design of Permittee's sign panel will conform to Permittee's then-existing prototype. The Owner of Lot 101, or the Permittee as the case may be, shall reimburse Legacy on an annual basis for its pro rata share (based on panel size) of the reasonable costs of maintenance and illumination (unless separately metered) of such sign.

5. Common Area. The following is added to the end of Section 4.1:

“The mutual agreement of the Owners referenced above shall require unanimity. Notwithstanding the absence of agreement of any Owner to appoint an agent to maintain the Common Area, the Owner of Lot 101 may notify the Owner of Lot 1 no later than October 1 of the then-current calendar year that the Owner of Lot 1 may contract for snow removal services for both Lot 1 and Lot 101 for the ensuing winter season and, in such event, the Owner of Lot 101 shall pay the Owner of Lot 1 the pro rata share (based on a land to land basis of the parcels where snow removal services were performed) of the reasonable costs actually incurred by the Owner of Lot 1 for such snow removal services. The Owner of Lot 1 shall invoice the owner of Lot 101 between April 1 and April 15 each year the Owner of Lot 101 has elected to receive snow removal service and, thereafter, the Owner of Lot 101 shall remit payment in accordance with Section 5.4.”

6. Common Drive Maintenance. Section 4.4 is amended and restated in its entirety as follows:

“The Site Plan shows a cross-hatched common drive on Lots 1 and 2 that will provide ingress and egress from “Wright Street to Lot 101 (the “Common Drive”) and will be used by the Owners and the Permittees of Lots 1, 2 and 101 for ingress and egress to and from their respective Lots. The Owner of Lot 1 shall initially pave and thereafter shall maintain, repair and replace, at its sole cost and expense but subject to reimbursement of the Owner of Lot 2, the Common Drive, including any amenities and facilities specifically constructed for such Common Drive, e.g., street lighting and directional markings and signs, as necessary or appropriate, but in all events in accordance with comparable shopping center standards and practices. The Owners of Lots 1, 2 and 101 shall each pay a pro rata share, as described in Section 4.1, of the cost and expense for the maintenance, repair, and replacement of the Common Drive and any amenities and facilities specifically constructed for such Common Drive, e.g., street lighting and directional markings and signs; provided, however, in no event shall the individual pro rata share for Lot 101 and Lot 2 exceed \$750.00 annually. Commencing on January 1, 2015 and every two (2) years thereafter, the foregoing pro rata share cap amounts shall be increased to 103% of the applicable pro rata share cap during the preceding two-year period.”

7. References in Article V. The references in Article V in the Agreement to Lot 101 are hereby deleted.

8 Full Force and Effect. Except as expressly modified by this Amendment, the ECR Agreement remains unmodified and in full force and effect. Royce and Legacy hereby acknowledge, that, to the best of their knowledge and as of the date of this Amendment, no party is in default pursuant to the ECR Agreement and that no Assessments are due and outstanding or delinquent from any party thereto. All references in the ECR Agreement to "this Agreement" and "this Amendment" shall be deemed references to the ECR Agreement as modified by this Amendment.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date and year first above written.

ROYCE:

ROYCE LEGACY, LLC,
a Nebraska limited liability company

By: L. R. James II
Name: LAWRENCE R. JAMES II
Its: MEMBER

LEGACY:

LEGACY COURT, LLC,
a Nebraska limited liability company

By: L. R. James II
Name: LAWRENCE R. JAMES II
Its: MEMBER

STATE OF Nebraska
County of Douglas) ss.

On April 1, 2014, before me, Patti A. Briggs, a Notary Public in and for said state, personally appeared Lawrence R. James II, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Patti A. Briggs
Notary Public in and for said State

My commission expires:
Dec. 1, 2014



HCSA:

HAND CUT STEAKS ACQUISITIONS, INC.,
an Arkansas corporation.

By: [Signature]
Name: Pat C Boyd
Its: President

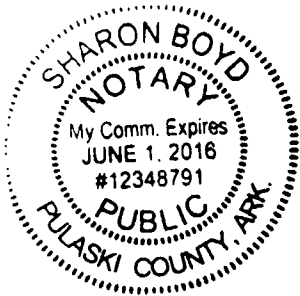
STATE OF Arkansas)
County of Pulaski) ss.

On Apr. 1, 2014 before me, Sharon Boyd, a Notary Public in and for said state, personally appeared Pat C Boyd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Sharon Boyd
Notary Public in and for said State

My commission expires:
June 1, 2016



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EXHIBIT D
LOT 101 APPROVED PLANS

Concept Overview [Building Elevations] SO8 V8 C-Reverse, Tier 1 dated November 22, 2013

Sign Survey [Sign Package] dated December 17, 2013

Site Plan prepared by Burger Engineering as Job No. 013-100 dated October 22, 2013

Landscape Plan prepared by Burger Engineering as Job No. 013-100 dated October 22, 2013

Lot 101 referred to herein is known as Lot 101 Legacy.
Lot 1 referred to herein is known as Lot 1, Legacy Replat 4.
Lot 2 referred to herein is known as Lot 2, Legacy Replat 4.