

Box 25  
LA

~~BOOK 1101 PAGE 689~~

BOOK 1103 PAGE 178

RE-RECORDED TO ADD ATTACHMENT

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Nov 4 2 59 PM '93

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GEOERGE J. BOULEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

B 29825  
CASH 29825 BK 1101 R Comp  
TYPE W/S PG 189-692 C/O \_\_\_\_\_ COMP \_\_\_\_\_ CAN MB  
FEE 21<sup>st</sup> OF W/S LEGL PG \_\_\_\_\_ MC ll FV ll

AMENDMENT TO DEDICATION OF EASEMENT

Seechol Properties II, a Nebraska general partnership ("Seechol") and Maple Street Partners, a Nebraska general partnership ("Maple Street"), hereby amend a Dedication of Easement dated December 23, 1992, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, on December 28, 1992, at Book 1050, Miscellaneous Records, Page 616 ("Easement Agreement"). Unless otherwise defined herein, capitalized terms used herein are as defined in the Easement Agreement.

WITNESSETH:

WHEREAS, the following real property located in Douglas County, Nebraska, is affected by the Easement Agreement and has been replatted and is referred to herein as follows:

<u>Former Description</u>	<u>New Description</u>	<u>Reference Herein</u>
Lot 1, Hillsborough Replat II, and part of Lot 2, Hillsborough Replat II	Lot 1, Hillsborough Replat 4 #MC-16534	"Lot 1-4"
Most of Lot 3, Hillsborough Replat II, and part of Lot 2, Hillsborough Replat II	Lot 1, Hillsborough Replat 7 #MC-16537	"Lot 1-7"
Most of Lot 2, Hillsborough Replat II, and part of Lot 3, Hillsborough Replat II	Lot 2, Hillsborough Replat 7 #MC-16537	"Lot 2-7"

**REFILED**

WHEREAS, Seechol has sold Lot 1-7 to Maple Street; and

WHEREAS, Seechol continues to own Lot 2-7; and

WHEREAS Seechol and Maple Street hereby agree that the Easement should be amended to clarify certain matters and to change the share of the maintenance expense of the owners of the respective parcels.

NOW, THEREFORE, the following amendments to the Easement Agreement are hereby made:

1. All references in the Easement Agreement to "Lot 1" shall mean Lot 1-4.

2. All references in the Easement Agreement to "Lot 2" shall mean Lot 2-7.

3. All references in the Easement Agreement to "Lot 3" shall mean Lot 1-7.

4. All references in the Easement Agreement to "Seechol" shall mean the owner of Lot 2-7 (or the owner(s) of any further subdivision thereof in their proportionate share), as of the relevant time.

5. Paragraph 4 of the Easement Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

4. The owner of Lot 2-7 shall maintain the Easement in good condition and repair and shall be responsible for all snow removal from the Easement (herein called "Lot 2-7 Duties"). In the event Lot 2-7, or any part thereof, is subdivided, at any time, the owner of a subdivided portion of Lot 2-7 shall be responsible for performing the Lot 2-7 Duties only with respect to that portion of the Easement abutting that owner's respective subdivided portion of Lot 2-7. The fee owner of Lot 1-4 shall be required to reimburse the owner of Lot 2-7 in an amount equal to 11% of the total costs incurred and paid by the owner of Lot 2-7 in performing the Lot 2-7 Duties. The fee owner of Lot 1-7 shall be required to reimburse the owner of Lot 2-7 in an amount equal to 8.4% of such costs incurred and paid. The owner of Lot 2-7 shall bear the expense on the remaining 80.6% of such costs incurred and paid. In the event Lot 2-7, or any part thereof, is subdivided, at any time, the owner of a subdivided portion of Lot 2-7 shall be responsible for paying only that owner's

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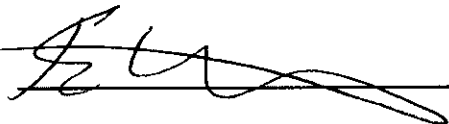
proportionate share of the costs allocated to Lot 2-7. The proportionate share of costs for a particular portion of Lot 2-7 shall be determined by dividing the number of square feet contained within that portion of Lot 2-7 by the number of square feet contained within Lot 2-7 before being subdivided. In the event the owner of Lot 2-7 shall materially fail to perform the Lot 2-7 Duties, and if such failure shall continue for a period of thirty (30) days after written notice thereof by the owner of Lot 1-7, delineating the specific failures, then the owner of Lot 1-7 may, but shall not be required to, undertake reasonable steps to perform the Lot 2-7 Duties and the owners of Lot 1-4 and Lot 2-7 shall reimburse the owner of Lot 1-7 for the total costs thereof incurred and paid by the owner of Lot 1-7, in accordance with the terms and percentages delineated in paragraph 4 of the Easement Agreement.

6. The following shall be added at the end of paragraph 2 of the Easement Agreement:

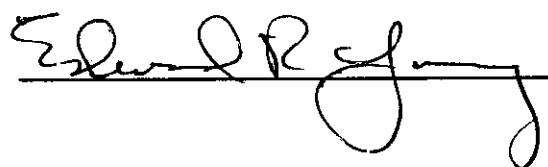
Notwithstanding anything to the contrary in the Easement Agreement (a) the private road provided for in the Easement shall permit access to and from Lot 1-7 at a place or places designated by the owner of Lot 1-7 which are at least 100 feet from 142nd Street; and (b) the owner of Lot 2-7 shall not relocate the Easement on or within Lot 1-7, without the prior written approval of the owner of Lot 1-7.

7. All other provisions of the Easement Agreement shall remain in full force and effect.

SEECHOL PROPERTIES II,  
a Nebraska general partnership

By:  \_\_\_\_\_

MAPLE STREET PARTNERSHIP,  
a Nebraska general partnership

By:  \_\_\_\_\_

**REFILED**

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 3rd day of November, 1993, before me, a notary public in and for said county and state, personally appeared Thomas L. Nichols, General Partner of Seechol Properties II, known to me to be the identical person whose name is affixed to the above Amendment to Dedication of Easement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Partnership.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

(SEAL)



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

On this 3rd day of November, 1993, before me, a notary public in and for said county and state, personally appeared Edward R. Young, General Partner of Maple Street Partnership, known to me to be the identical person whose name is affixed to the above Amendment to Dedication of Easement and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Partnership.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

(SEAL)



[Signature]  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

As Shown	NOV. 2, 1993
Revised by	RJR
Drawn by	JDM

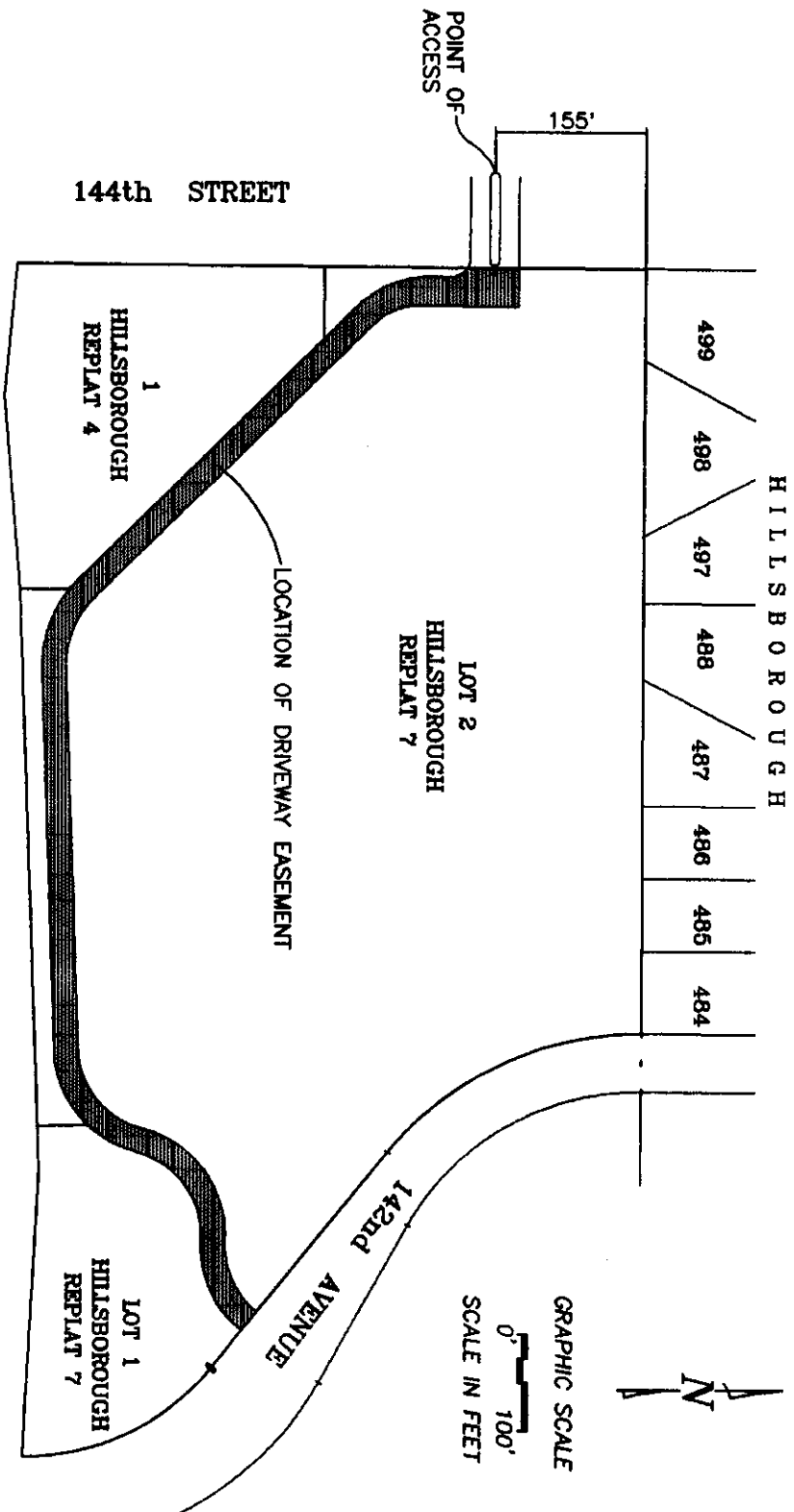


**2 THOMPSON, DREESSEN & DORNIER**  
 Consulting Engineers & Land Surveyors

10008 OLD MILL ROAD  
 CHAMPAIGN, IL 61824  
 (402) 590-8800

HILLSBOROUGH  
 REPLATS 4 and 7

929-101  
 9291016.DWG



CASH 30572 BK 1103 R CDMP FB MC  
 TYPE misc PG 178-182 6/0 COMP S SCAN MC  
 FEE 2650 OF misc LECL PG MC FV MC

RECEIVED  
 Nov 18 3 26 PM '93  
 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 JOUGLAS COUNTY, N.T.