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THIRD AMENDMENT TO
RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of October, 1988, by and among GEORGE F. RUSSELL, SUCCESSOR TRUSTEE (herein called "Stonybrook"), STONYBROOK PLAZA, INC. (herein called "Plaza"), and ALTENHAM INVESTMENTS, INC. (herein called "Altenham").

RECITALS

WHEREAS, Stonybrook, Plaza and Altenham are all of the owners of certain real estate subject to a Reciprocal Easement and Operating Agreement dated September 8, 1980, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, in Book 638 at Page 513, as amended by First Amendment to Reciprocal Easement and Operating Agreement dated November 11, 1980, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, in Book 642 at Page 230, and as amended by Second Amendment to Reciprocal Easement and Operating Agreement dated June 3, 1982, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, in Book 679 at Page 216 (herein collectively called the "Agreement"); and

WHEREAS, the parties hereto desire to amend certain provisions of the Agreement relating to Parcel I.

NOW THEREFORE, the parties hereto agree as follows:

1. Parcel I is legally described on Exhibit "G" to the Agreement. Parcel I has heretofore been split into two separate tracts. There is hereby added to the Agreement: (i) Exhibit "H", which legally describes the easterly portion of Parcel I, and (ii) Exhibit "I", which legally describes the westerly portion of Parcel I.

2. There is hereby added to the Agreement Exhibit "J" attached hereto.

3. There is hereby added to the Agreement the following new Paragraph 1.06:

1.06 As used in this Agreement, the term "Tract I-A" shall refer to the real estate described on Exhibit "H".

4. There is hereby added to the Agreement the following new Paragraph 1.07:

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1.07 As used in this Agreement, the term "Tract I-B" shall refer to the real estate described on Exhibit "I".

5. Paragraph 20.04 of the Agreement is hereby deleted and in lieu thereof the following Paragraph 20.04 is substituted therefor:

20.04 Access Roads and Related Matters. Altenham, as the owner of Parcel I and successor in interest to Financial, hereby agrees for itself and its successors and assigns that in connection with the development of Parcel I, Altenham shall:

(a) at its expense (and within ninety (90) days from the date hereof) construct and maintain an asphalt paved road 24-feet in width from a curb cut on the north side of Stony Brook Boulevard to, and joining with, the parking lot located immediately north of Parcel I, all as delineated on Exhibit "J" attached hereto; and

(b) at its expense (and as soon as practicable after the date hereof) cause the first island break on Stony Brook Boulevard west of 144th Street to be closed, all as delineated on Exhibit "J" attached hereto; and

(c) at its expense (and within ninety (90) days from the date hereof) construct and maintain an asphalt paved road 24-feet in width from a curb cut off 144th Street near the northerly edge of Parcel I and running westerly to intersect and connect with the access road described in subparagraph 20.04(a) above, all as delineated on Exhibit "J" attached hereto.

6. Paragraph 20.06 of the Agreement is hereby deleted and in lieu thereof the following Paragraph 20.06 is substituted therefor:

20.06 Landscape Area. Altenham, as the owner of Parcel I, and successor in interest to Financial, hereby covenants and agrees that Tract I-B shall be maintained as a green area and no improvements other than underground utility lines and facilities, the access road described in Paragraph 20.04(a) above and the two access road tie-ins as shown on Exhibit "J", shall be erected or installed thereon; provided however:

(a) Plaza may maintain a sign thereon identifying the Shopping Center after obtaining from Altenham its prior written approval of the location, size, content and materials of any sign or change thereto; and

(b) Altenham may maintain a sign thereon identifying the business conducted on Parcel I after obtaining from the parties hereto their prior written approval of the location, size, content and materials of any sign or change thereto.

7. There is hereby added to the Agreement the following Paragraph 20.09:

20.09 Access by Parcel II Owners. Altenham, as owner of Parcel I and successor in interest to Financial, hereby grants to Stonybrook, and to its successors and assigns, a 24-foot right of access onto the access road described in subparagraph 20.04(c) at such location along the north edge of Tract I-A as Stonybrook shall determine in its sole discretion, together with a permanent non-exclusive easement to construct and maintain thereon a paved road at Stonybrook's expense.

8. There is hereby added to the Agreement the following Paragraph 20.10:

20.10 Perpetual Non-exclusive Easement. Altenham, as owner of Parcel I and successor in interest to Financial, hereby grants to Stonybrook and Plaza, and their respective successors, assigns and lessees, and to all invitees and customers of the same, a permanent non-exclusive easement over the access roads described in Paragraph 20.04 (a) and (c) and the connector road described in Paragraph 20.09, for purposes of ingress and egress to all real estate owned by Stonybrook and Plaza in the Center. The perpetual non-exclusive easement herein granted shall run with the land and shall continue notwithstanding the terms and provisions of Paragraph 19.02 of the Agreement.

9. All references in this Third Amendment or the Agreement to exhibits or provisions of this Third Amendment or the Agreement shall refer to such exhibits and provisions as are amended by this Third Amendment.

10. All provisions of the Agreement not amended by this Third Amendment shall remain in full force and effect.

CONSENT

The within and foregoing Third Amendment to Reciprocal Easement and Operating Agreement is hereby consented to and approved this 5th day of July, 1988, by K MART CORPORATION.

K MART CORPORATION,

WITNESSES:

By: M. L. Skiles
Title: M. L. SKILES, VICE PRESIDENT

Attest: C. E. Lotzar, Jr.
Title: C. E. LOTZAR, JR., ASST. SECRETARY

Sacke Jurcaj
Pamela English

STATE OF Michigan
COUNTY OF Oakland ^{SS.}

On this 5th day of July, 1988, before me, a notary public in and for said county and state, personally came _____
M. L. SKILES, VICE PRESIDENT and _____,

C. E. LOTZAR, JR., ASST. SECRETARY of K MART CORPORATION, known to me to be the identical persons who signed the foregoing Consent and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

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

(SEAL)

Mary A. Schnitzler
Notary Public

MARY A. SCHNITZLER
Notary Public, Oakland County, Mich.
My Commission Expires May 20, 1991

CONSENT AND SUBORDINATION

The undersigned hereby consents to the within and foregoing Third Amendment to Reciprocal Easement and Operating Agreement and hereby subordinates its interests and liens in and to Parcel I to the non-exclusive easements described in Paragraphs 20.09 and 20.10 above.

This Consent is expressly conditional upon the understanding and agreement of the parties hereto that First Westside Bank is preserving all of its legal rights against Norwest Properties, Inc. as the original Seller of Parcels I and II and Beutler Titler Company as the title company for the conveyance of said real property to Altenham.

That part of Lots 81 and 82, Stony Brook, a Subdivision as surveyed, platted and recorded, Douglas County, Nebraska, described as follows:

Beginning at the intersection of the Westerly right-of-way line of 144th Street and the Northerly right-of-way line of Stony Brook Boulevard; thence North 89 degrees 58'42" West (assumed bearing) along the Northerly right-of-way line of Stony Brook Boulevard a distance of 120.87 feet; thence Northwesterly on a 534.61 foot radius curve to the right along the Northerly right-of-way line of Stony Brook Boulevard a distance of 38.51 feet (said curve has a chord bearing of North 87 degrees 54'31" West and a chord distance of 38.50 feet); thence North 08 degrees 36'14" East a distance of 299.59 feet; thence North 00 degrees 29'21" East, (North 00 degrees 13'16" East actual) a distance of 7.71 feet, (7.77 feet actual); thence South 81 degrees 06'14" East (South 81 degrees 05'47" East actual) a distance of 162.42 feet, 162.50 feet actual); thence Southwesterly along a 2174.11 foot radius curve to the left a distance of 265.13 feet (said curve has a chord bearing South 09 degrees 24' 44" West, (South 09 degrees 22'53" West actual), and a chord distance 264.97 feet, (265.05 feet actual) to the point of beginning, containing 0.999 acres, more or less.

EXHIBIT "H"

That part of Lots 76, 80, 81 and 82, Stony Brook, a Subdivision as surveyed, platted and recorded, Douglas County, Nebraska, described as follows:

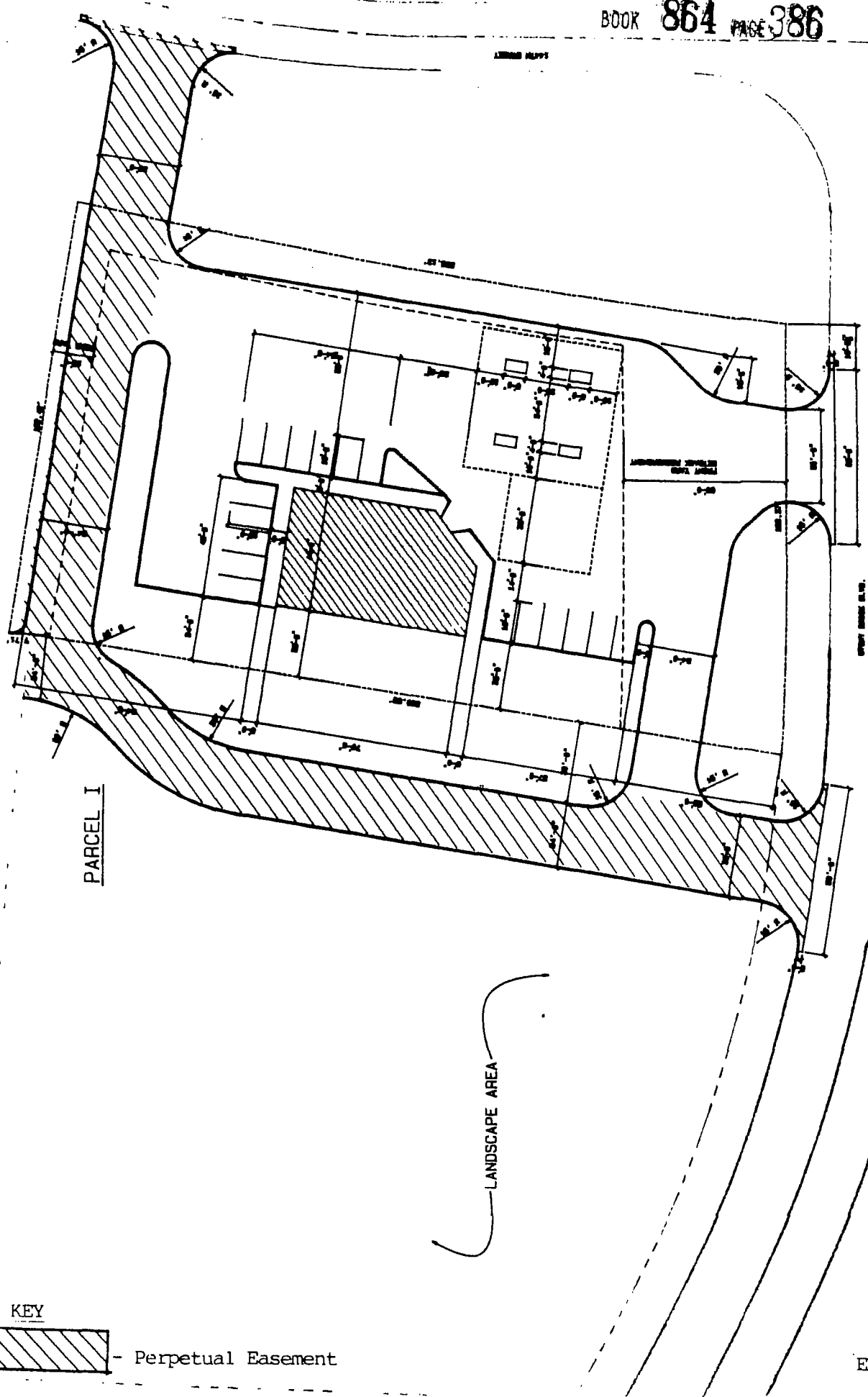
Commencing at the point of intersection of the Westerly right-of-way line of 144th Street and the Northerly right-of-way line of Stony Brook Boulevard; thence North 89 degrees 58'42" West (assumed bearing) along the Northerly right-of-way line of Stony Brook Boulevard a distance of 120.37 feet; thence Northwesterly along a 534.61 foot radius curve to the right along the Northerly right of-way line of Stony Brook Boulevard a distance of 38.51 feet (said curve has a chord bearing North 87 degrees 54'31" West and a chord distance of 38.50 feet) to the point of beginning; thence continuing Northwesterly along said 534.61 foot radius curve to the right a distance of 230.00 feet (said curve has a chord bearing North 73 degrees 33'38" West and a chord distance of 228.31 feet); thence North 61 degrees 11'49" West (North 61 degrees 12'07" West actual) along the Northerly right-of-way line of Stony Brook Boulevard, a distance of 20.00 feet; thence North 00 degrees 27'21" East (North 00 degrees 27'37" East actual) a distance of 205.40 feet (205.35 feet actual); thence South 89 degrees 30'39" East (South 89 degrees 22'33" East actual) a distance of 270.84 feet; thence South 00 degrees 36'14" West a distance of 230.59 feet to the point of beginning, containing 1.496 acres, more or less.

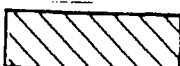
EXHIBIT "I"

PARCEL II

IN FULL

PARCEL I



KEY
 - Perpetual Easement

PLAN OF THE SITE
 SCALE 1" = 20'-0"

EXHIBIT "J"