

FILED SARPY CO. RE
INSTRUMENT NUMBER
2005-13484

2005 APR 27 PM 3:31

Sharon J. Harding
REGISTER OF DEEDS

COUNTER 2 C.E. SS
VERIFY B D.E. SS
PROOF P
FEES \$ 34.50
CHECK# 142130
CHG _____ CASH _____
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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
LOTS 241 THROUGH 248, INCLUSIVE, AND OUTLOT "E",
VAL VISTA SUBDIVISION
(Commonly Known as Val Vista Business Park)**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS LOTS 241 THROUGH 248, INCLUSIVE, AND OUTLOT "E", VAL VISTA SUBDIVISION ("Amendment") is executed as of the 10th day of March, 2005 by Giles Road No. 2, LLC, a Nebraska limited liability company ("Declarant").

1. Declarant made a declaration of covenants, conditions, restrictions and easements effective June 3, 2002, that was recorded June 3, 2002 by the Sarpy County Register of Deeds as Instrument Number 2002-20540, ("Declaration"), with respect to certain real property situated in Sarpy County, Nebraska, legally described as follows:

Lots 241 through 248, inclusive, and Outlot "E", all in Val Vista, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Property");

said Property being situated within the Subdivision to which said Declaration applies; and

2. Declarant intended the Declaration to impose upon the Property certain covenants, conditions and restrictions and to create certain easements as described in said Declaration.

3. As permitted by applicable law and Section 15.2 of the Declaration, Declarant administratively replatted and adjusted the boundaries of Lots 246 and 247 of the Property into Lot 246A and Lot 247A, as recorded March 4, 2005 by the Sarpy County Register of Deeds as Instrument Number 2005-06704.

4. Declarant desires to sell, transfer and convey to the City of La Vista, Nebraska, ("City"), and the City desires to purchase and acquire, Lot 246A, free and clear of the Declaration and all covenants, conditions, restrictions and easements of the Declaration. The City intends to develop, construct and operate a fire station on Lot 246A, which development, construction and operations, and all related and incidental development, construction, operations, uses, purposes and activities, are hereby approved. Lot 247A shall continue to be subject to the Declaration and included in the Property and Subdivision subject to the Declaration.

34.50

A

5. Declarant has authority to terminate the Declaration with respect to Lot 246A and to exclude Lot 246A from the Declaration and all of its covenants, conditions, restrictions and easements, pursuant to Section 13.2, which provides "this Declaration, or any provisions hereof, may be terminated, modified, or amended with respect to all or any portion of Val Vista Business Park by the terms of a recorded document executed by Declarant alone until the expiration of the Period of Declarant Control."

6. The "Period of Declarant Control" continues. Pursuant to Section 1.22 of the Declaration, the "Period of Declarant Control" commenced June 3, 2002 with the recording of the Declaration and shall continue until June 2, 2008 or as long as Declarant owns at least twenty percent (20%) of the membership interests as computed under Section 4.1 of the Declaration, whichever is later, unless and until Declarant elects to transfer, relinquish and/or surrender all of its rights and obligations in the Declaration in the manner set forth in Article XVI of the Declaration.

7. Declarant represents and warrants to the City that: Declarant has not transferred, relinquished and/or surrendered any of its rights or obligations whatsoever in the Declaration, pursuant to said Article XVI or otherwise; the "Period of Declarant Control" continues and will continue; and Declarant shall not transfer, relinquish and/or surrender any of its rights or obligations in the Declaration before this Amendment is executed and recorded by the Sarpy County Register of Deeds in the manner specified herein.

8. Declarant hereby amends and terminates the Declaration with respect to Lot 246A effective on the earlier of (i) June 1, 2008, or, (ii) if Declarant temporarily or permanently transfers, relinquishes and/or surrenders any of its rights or obligations in the Declaration before, or effective before, June 1, 2008, then the day immediately preceding the earlier of the date or effective date of such transfer, relinquishment and/or surrender, ("Effective Date"). Lot 246A shall be excluded from the Declaration, and neither Lot 246A, nor any owner, lessee or other person having any interest in or on Lot 246A, shall, on or after the Effective Date of this Amendment, be subject to any covenant, condition, restriction, easement, requirement or other term or condition of the Declaration. Provided, however, if the City (or its designee for financing purposes) does not construct a fire station on Lot 246A and sells or transfers said lot to any other person, the lot will again become subject to the Declaration upon closing and recording of documents of such sale or transfer and recording of an amendment executed by Declarant restoring application of the Declaration to Lot 246A.

9. All covenants, conditions, restrictions, easements, requirements, terms and conditions of the Declaration shall be deemed amended to reflect and be consistent with the provisions of this Amendment.

10. Capitalized terms of this Amendment shall have the meanings set forth in the Declaration, unless otherwise defined or modified by this Amendment.

11. Except as modified by this Amendment, the covenants, conditions, restrictions, easements, requirements, terms and conditions of the Declaration shall continue in full force and effect with respect to the Property (with the exception of Lot 246A).

B

12. Declarant does hereby specify, agree, designate and direct that this Amendment and all of its provisions shall be and constitute covenants running with the land in favor of the City and Lot 246A, its grantees, successors and assigns, and shall be binding on the Property and all portions thereof, and all present owners, and all successors, heirs, executors, administrators, legal representatives, grantees, devisees, mortgagees and assigns of presents owners, of the Property and all portions thereof.

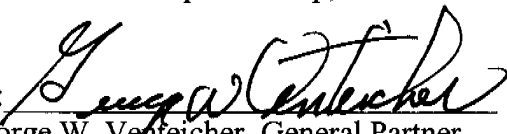
13. Declarant represents and warrants to City that the undersigned constitute all owners or persons having any interest in any Property within the Subdivision as of closing on the sale of Lot 246A to the City.

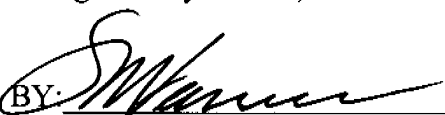
14. Execution and recording of this Amendment shall be a condition of closing of the City's purchase of Lot 246A from Declarant. Declarant shall ensure that this Amendment is filed with the Sarpy County Register of Deeds before the warranty deed conveying Lot 246A to City is filed. This Amendment shall survive said closing on Lot 246A. No agreement, amendment, document, instrument or action shall be adopted, executed or taken contrary to or otherwise affecting any matter or issue contained in this Amendment without the prior written consent of the City.

IN WITNESS WHEREOF, Declarant has executed this Amendment effective as of the date first set forth above.


GILES ROAD NO. 2, LLC, a
Nebraska limited liability company

BY: KVT #2, Limited Partnership, a
Nebraska limited partnership, Member

By: 
George W. Venteicher, General Partner

By: 
Stephen M. Farrell, Member

BY: Seechol Properties, a Nebraska
general partnership, Member

By: 
General Partner

By: 
General Partner

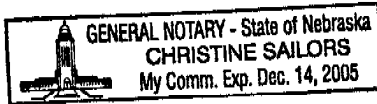
STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came George W. Venteicher, General Partner of KVT #2, limited partnership, Member of Giles Road No. 2, LLC, a Nebraska limited

C

liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.

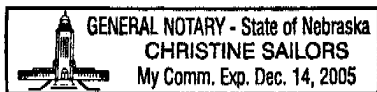


Christine Sailors
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Stephen M. Farrell, Member of Giles Road No. 2, LLC, a Nebraska limited liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.

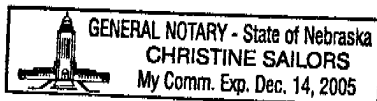


Christine Sailors
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Sam Neakola, General Partner of Seechol Properties, a Nebraska general partnership, Member of Giles Road No. 2, LLC, a Nebraska limited liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.



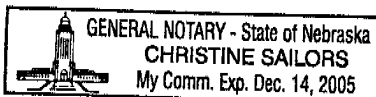
Christine Sailors
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.

COUNTY OF Douglas,

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Lee D. Seemann, General Partner of Seechol Properties, a Nebraska general partnership, Member of Giles Road No. 2, LLC, a Nebraska limited liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.



Christine Sailors
NOTARY PUBLIC

Ratification

The undersigned, owners or parties having any interest in Lots 141 through 148, Val Vista, Sarpy County, Nebraska, hereby ratify, affirm, approve and agree to the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS LOTS 241 THROUGH 248, INCLUSIVE, AND OUTLOT "E", VAL VISTA SUBDIVISION above.

ABSOLUTE SELF STORAGE
(Storage Facility)

FIRST WESTROADS BANK

By: Dennis Schuett

Title: OWNER

By: Chin J. Murphy

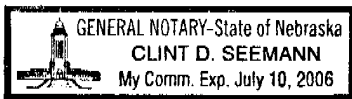
Title: Chairman & CEO


STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Dennis Schuett of Absolute Self Storage (storage facility), known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.

2005-13484 E

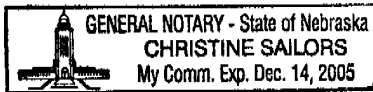



NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Chris J. Murphy, Chairman, CEO of First Westroads Bank, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.




NOTARY PUBLIC