



BK 1463 PG 706-709



MISC 2002 23067

Omaha, Nebraska 68102

Original

REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS**

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This Second Amendment to Declaration of Restrictive Covenants ("Second Amendment") is made this ____ day of September, 2002, by Union Pacific Railroad Company, a Delaware corporation ("Declarant"), and the City of Omaha, Nebraska, a municipal corporation of the State of Nebraska ("City").

RECITALS

A. Declarant adopted a Declaration of Restrictive Covenants, recorded November 3, 2000 in Book 1357 at Page 297, Miscellaneous Records, Douglas County, Nebraska, as amended by Amendment to Declaration of Restrictive Covenants, recorded April 24, 2002 in Book 1436 at Page 483, Miscellaneous Records, Douglas County, Nebraska (collectively, the "Declaration"), which set forth certain conditions and restrictions applied to and running with the real property in the City of Omaha, Douglas County, Nebraska, described in Exhibit "A" attached to and made a part of the Declaration (the "Premises").

B. By Quitclaim Deed dated November 3, 2000, recorded November 3, 2000 in Book 2167 at Page 61, Deed Records, Douglas County, Nebraska, Declarant transferred to City all of Declarant's right, title and interest in and to the Premises.

C. City and Declarant desire to amend the Declaration as set forth in this Second Amendment.

AMENDMENT

1. The last paragraph of Section 1 of the Declaration is hereby amended to read as follows:

"In no event shall the Premises or any portion thereof, be used now or hereafter for the generation, treatment, storage or disposal of "hazardous waste" as defined in the federal Resource Conservation and Recovery Act, 42 USC Section 6901, *et seq.*, any successor statute, and any rules and regulations promulgated pursuant to such Act. Notwithstanding the foregoing, the

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owner/operator of the Premises may store and use supplies as necessary for customary building operation and maintenance activities on the Premises of the nature performed by building landlords (such as cleaning, and maintenance and repair of heating and air conditioning systems) and conducted in accordance with all applicable laws, rules and regulations, provided, however, that such storage and use of such supplies shall in no event generate hazardous waste in excess of the quantity that would allow the owner/operator of the Premises to be classified as a small-quantity hazardous waste generator under 40 CFR part 262 (one who generates no more than 1,000 kilograms of non-acute hazardous waste on site per month).”

2. Except as hereinabove specifically amended, all of the conditions and restrictions contained in the Declaration shall continue to be in full force and effect.

IN WITNESS WHEREOF, Union Pacific Railroad Company and the City of Omaha have caused this Second Amendment to Declaration of Restrictive Covenants to be executed as of the date first above written.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: *Lawrence E. Wzorek*
Its: Assistant Vice President - Law

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th of September, 2002, by Lawrence E. Wzorek, who is the Assistant Vice President - Law of Union Pacific Railroad Company, a Delaware corporation, and acknowledged said Second Amendment to Declaration of Restrictive Covenants on behalf of Union Pacific Railroad Company.

Beverly A. Meeks
Notary Public

My Commission Expires

9-2-03



ACKNOWLEDGED this 17 day of September, 2002.

CITY OF OMAHA, NEBRASKA, a municipal corporation of the State of Nebraska

By: Mike Jahay
MAYOR OF THE CITY OF OMAHA

APPROVED AS TO FORM:

Daniel J. Hoffman
City Attorney
SPECIAL PROJECTS

ATTEST:

Candice L. Hales
Deputy City Clerk



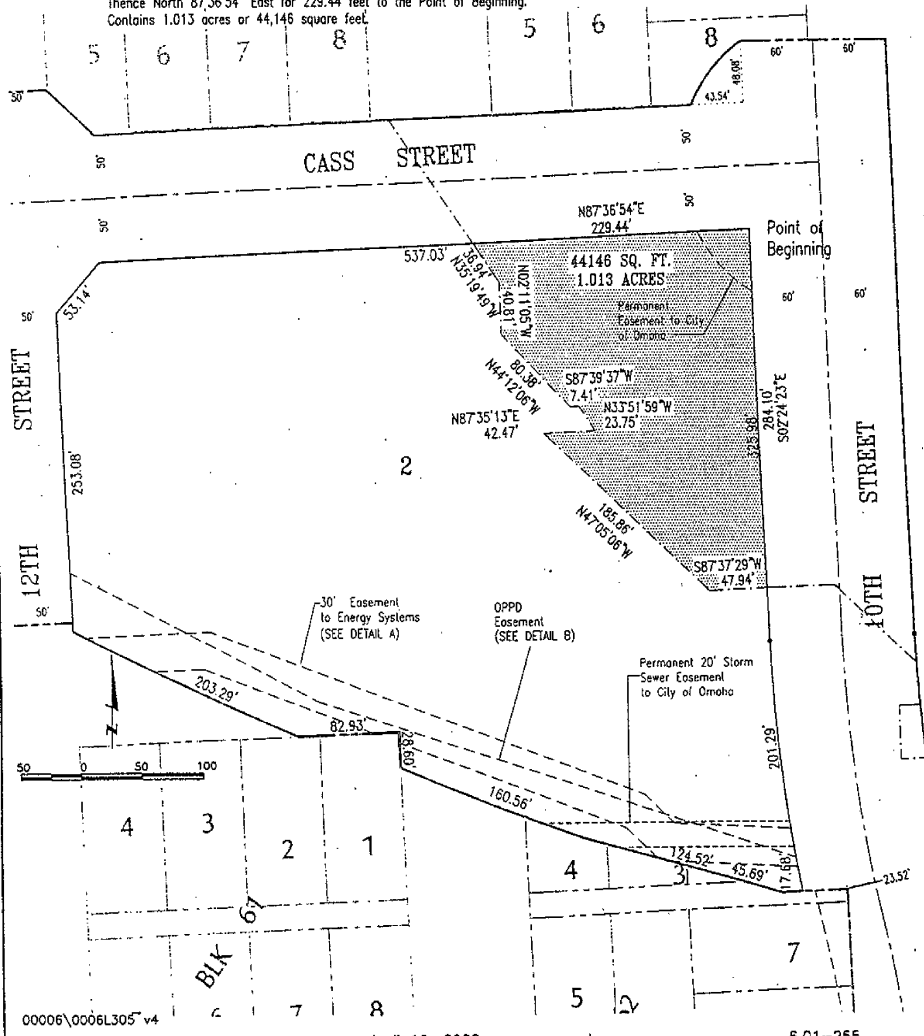
Lot 2, UNION PACIFIC PLACE

Union Pacific Railroad Ownership Exhibit

LEG. DESCRIPTION

That part of Lot 2, UNION PACIFIC PLACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:
 Beginning at the northeast corner of said Lot 2, Union Pacific Place;
 Thence South 02°24'23" East (bearings referenced to the final plat of Union Pacific Place) for 284.10 feet along the east line of said Lot 2;

Thence South 87°37'29" West for 47.94 feet;
 Thence North 47°05'06" West for 185.86 feet;
 Thence North 87°35'13" East for 42.47 feet;
 Thence North 33°51'59" West for 23.75 feet;
 Thence South 87°39'37" West for 7.41 feet;
 Thence North 44°12'06" West for 80.38 feet;
 Thence North 02°11'05" West for 40.81 feet;
 Thence North 35°19'49" West for 36.94 feet to the north line of said Lot 2;
 Thence North 87°36'54" East for 229.44 feet to the Point of Beginning.
 Contains 1.013 acres or 44,146 square feet.



Book 00006\0006L305 v4 Page _____ Date April 10, 2002 Dwn.By oet Job Number 6.01-255

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