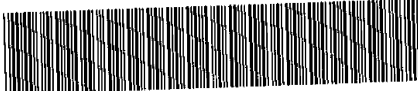


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No. 2266 -72nd & Ames
Omaha, NE

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("**Amendment**") is made as of the 14th day of June, 2001, by and between the ALBERTSONS, INC., a Delaware corporation ("**Albertson's**"), and BENSON PARK PLAZA, L.L.C., a Nebraska limited liability company ("**First Party**"). Albertson's and First Party are sometimes referred to individually as a "**party**" or collectively as "**parties**".

RECITALS

- A. First Party and Albertson's are parties to that certain Declaration of Restrictions and Grant of Easements dated as of June 14, 2000, recorded June 15, 2000, in Book 1341, page 429, of the official records of Douglas County, Nebraska (the "**Declaration**"). The Declaration encumbers Parcels 1 through 6 and Outlot 1, each as shown on Exhibit "A" attached hereto and made a part hereof by reference and as more particularly described on Schedule I attached hereto and incorporated herein by this reference (the "**Shopping Center**").
- B. First Party is the Owner of Parcels 1, 3, 5 and 6. Albertson's is the Owner of Parcels 2 and 4 and Outlot 1.
- C. The parties desire to amend the Declaration to, among other things, permit the construction of a Godfather's Pizza Restaurant on Parcel 5 and increase the total Floor Area of permitted restaurant use.

Return
16

2266-DecAmend

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

2. **Site Plan.** The site plan attached to the Declaration as Exhibit "A" is hereby deleted and the revised site plan attached hereto as Exhibit "A" is substituted therefor. All references to "Site Plan" and to Exhibit "A" in the Declaration and this Amendment shall hereinafter refer to the site plan attached as Exhibit "A" to this Amendment and incorporated herein by reference.

3. **Parking.** Article 1, Section 1.2(aa) is amended by adding the following language at the end of the first paragraph:

Notwithstanding the preceding, if a restaurant not exceeding three thousand thirty (3,030) square feet is operated on Parcel 5, Parcel 5 shall be considered to self-park so long as it is in compliance with all applicable laws, rules or regulation (without a variance or use of parking on any other Parcel) governing or relating to parking accommodations.

4. **Location Restrictions.** Article 5, Section 5.3 is amended by deleting the last two sentences in Section 5.3 in their entirety and substituting the following language in lieu thereof:

No Office Use on Parcel 1 shall exceed 4,000 square feet of Floor Area. No restaurant on Parcel 1 shall exceed 4,000 square feet of Floor Area when combined with any other use or 4,800 square feet of Floor Area if only a restaurant is constructed and operated on Parcel 1. The total Floor Area of all restaurants, Banks and Office Uses located on Parcel 1, 3, and 5 shall not exceed 10,520 square feet.

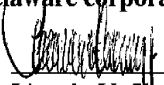
5. **Execution/Effective Date.** This Amendment may be signed in counterparts, each of which shall be deemed an original and together shall be deemed one instrument. This Amendment shall be effective as of the date of recording in Douglas County, Nebraska, of an original of this Amendment properly executed and acknowledged by the parties hereto. In connection therewith, (i) First Party warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcels 1, 3, 5 and 6, except Union Bank & Trust Company, whose consent and subordination to this Amendment First Party agrees to obtain on the attached form, and (ii) Albertson's warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel 2 and 4 and Outlot 1.

6. **Ratification.** The Declaration, as modified herein, is hereby ratified and confirmed. Except as amended herein, the Declaration remains in full force and effect.

EXECUTED as of the date and year first above written.

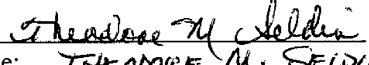
OWNERS:

**ALBERTSON'S, INC.,
a Delaware corporation**

By: 
Lincoln V. Sharp, Jr.
Vice President, Real Estate Law

**Benson Park Plaza, L.L.C.,
a Nebraska limited liability company**

By: Northwood Properties, Inc.
a Nebraska corporation
Manager of Benson Park Plaza,
L.L.C.

By: 
Name: THEODORE M. SELWID
Its: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Lincoln V. Sharp, Jr., to me known to be the Vice President, Real Estate Law, of **Albertson's, Inc.**, a Delaware corporation, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

10/25/06
MARDELLE M. ALBRIGHT
NOTARY PUBLIC
STATE OF IDAHO

Mardelle M. Albright
Notary Public in and for the
State of Idaho
Residing at Emmett, Idaho

STATE OF NEBRASKA)
) ss.
County of Douglas)

On this 14th day of JUNE, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore M. Seldin, to me known to be the PRESIDENT of Northwood Properties Inc., a Nebraska corporation and manager of Benson Park Plaza, L.L.C., who executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Feb 7, 2003

GENERAL NOTARY-State of Nebraska
REVA L. GRIMM
My Comm. Exp. 2/7/03

Reva L. Grimm
Notary Public in and for the
State of NEBRASKA
Residing at Omaha, NE

CONSENT AND SUBORDINATION

Union Bank & Trust Company, ("Lender"), whose address is 16934 Frances St., Suite 202 Omaha, NE 68130, is the beneficiary under that certain Deed of Trust and Construction Security Agreement and recorded in the official records of Douglas County, Nebraska, on June 15, 2000, in Book 6079 at Page 1 (the "Mortgage"). Lender hereby consents to and approves this First Amendment to Declaration of Restrictions and Grant of Easements and hereby acknowledges and agrees that the Mortgage and any other security instruments securing Lender's loan on the property encumbered by this First Amendment to Declaration of Restrictions and Grant of Easements shall be subordinate to, and subject to, the terms and conditions of this First Amendment to Declaration of Restrictions and Grant of Easements.

UNION BANK & TRUST COMPANY

By: [Signature]
Name: Karen J. Svehla
Its: Senior Vice President

STATE OF Nebraska)
) ss.
County of Douglas)

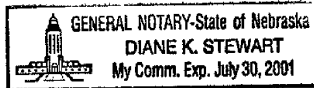
On this 14 day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen J. Svehla, to me known to be the Senior Vice President of Union Bank & Trust Co., a corporation, who executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

July 30, 2001

[Signature]
Notary Public in and for the
State of Nebraska
Residing at Omaha



2266 - 72nd & Ames
Omaha, NE

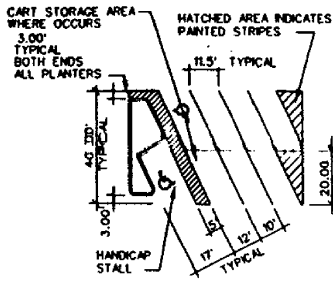
SCHEDULE I

Legal Descriptions of Parcels in Shopping Center

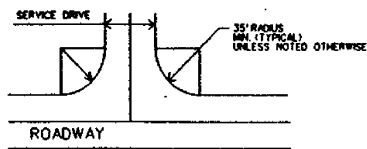
(comprised of Parcels 1, 2, 3, 4, 5, and 6, and Outlot 1).

As used herein, the word "**Plat**" shall refer to **Benson Park Plaza**, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

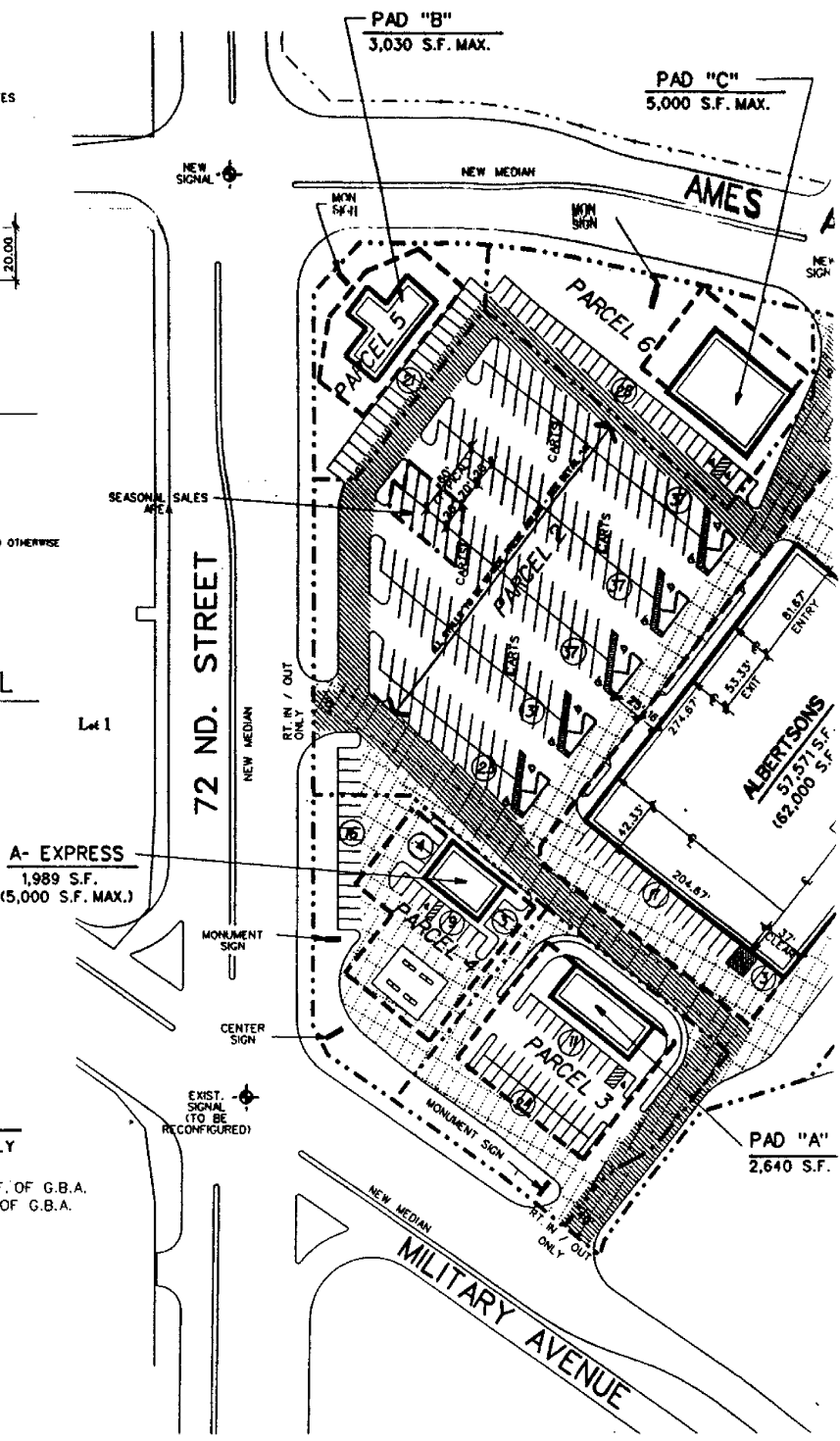
- PARCEL 1:** Lot 1 of the Plat.
- PARCEL 2:** Lot 2 of the Plat.
- PARCEL 3:** Lot 3 of the Plat.
- PARCEL 4:** Lot 4 of the Plat.
- PARCEL 5:** Lot 5 of the Plat.
- PARCEL 6:** Lot 6 of the Plat.
- OUTLOT 1:** Outlot 1 of the Plat.



A PARKING DETAIL
1"=50'-0"

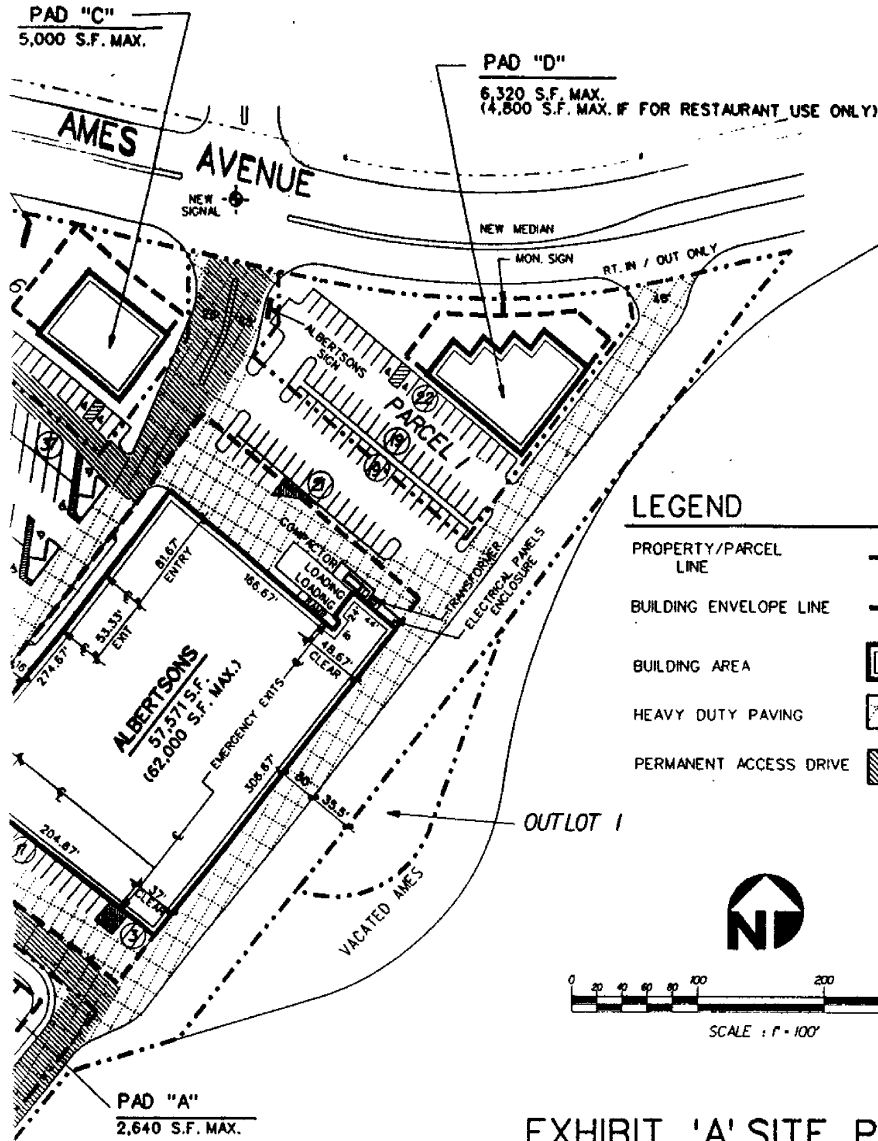


B CURB CUT DETAIL
1"=100'-0"



GENERAL NOTES

- NO TRUCK WELLS, NATURAL DOCK ONLY
- PARKING REQUIREMENTS:
ALBERTSONS REQ'T : 1/200 S.F. OF G.B.A.
CITY REQUIREMENT: 1/250 S.F. OF G.B.A.
- BUILDING SETBACK REQUIREMENTS:
PER CITY REVIEW.
- LANDSCAPE REQUIREMENTS:
PER CITY REVIEW.
- ZONING REQUIREMENTS:
EXISTING - COMMERCIAL
REQUIRED - COMMERCIAL



LEGEND

- PROPERTY/PARCEL LINE
- BUILDING ENVELOPE LINE
- BUILDING AREA
- HEAVY DUTY PAVING
- PERMANENT ACCESS DRIVE

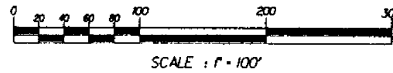


EXHIBIT 'A' SITE PLAN

TOTAL GROSS BUILDING AREA *79,561 S.F.
 TOTAL CARPARKS REQUIRED 398 (1/200) 318 (1/250)
 TOTAL CARPARKS PROVIDED 382 (-16) (+64)
 TOTAL SITE AREA 418,330 S.F. (9.60 AC.)

* DOES NOT INCLUDE ALBERTSONS MAX. BUILDING AREA

APPROVED BY:		
Z.O.C.	DATE:	3-22-2000
CHARMAN	SIGNED	3-24-'00
VICE CHARMAN	SIGNED	3-24-'00
EXEC. V.P./ RETAIL OPS.	SIGNED	4-11-'00
REGIONAL PRES.	SIGNED	5-11-'00
SR. V.P./R.E.	SIGNED	3-23-'00
GROUP V.P./ARCH. & ENG.	SIGNED	3-23-'00

R.K.B.
C.P.B.

R.K.B.
C.P.B.

RC

RC
RW

5/11 RC
RW

REVISIONS		
3-27-'00	D.J.	CHANGED TO EXHIBIT 'A'
4-5-2000	RW	ADD ALBTS. BLDG. ENVEL. REM. EXPN. LN., ADD MAX S.F., ADD OUTLOT 1, REV. SITE AREA.
4-24-2000	RW	REV ALBTS. DOCK, FRONT SF, G.B.A. AND PARKING
5-9-2000	RW	ADD PARCEL 1, 5 & 6 MONUMENT SIGNS.
5-9-2000	RW	REV. PERM. ACCESS DR., SHIFT ALBTS. FORWARD 5' TO CLEAR EXIST. REAR EASEMENT.
5-24-01	TLR	REMOVE SEASONAL SALES; REV. PAD B AND PAD D; REV. G.B.A. AND PRKNG



Albertsons
 DESIGN & CONSTRUCTION
 220 PARK CENTER BLVD.
 BOISE, IDAHO 83726
 (208) 995-6200

PROJECT
 N.W.C.
 72 ND. STREET
 &
 AMES AVE.
 OMAHA,
 NEBRASKA

STORE NO.
2266

DRAWN BY: RW
 CHECKED BY: JFW
 DATE: 3-3-2000

SHEET TITLE
 EXHIBIT 'A'
 SITE PLAN

SHEET
1
 OF 1
 2266_exa.dgn