

RECORDED IN IARECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

2001 JUN 19 AM 10: 26



BK 1386 PG 135-141



MISC 2001 08902

MISC 38.50 43-03445
FEE 38.50 FB _____
BKP _____ C/O _____ COMP 116
DEL _____ SCAN CK FV _____

2266-CAMA Amend
05/24/01 2:01 PM

No. 2266-72nd & Ames
Omaha, NE

**FIRST AMENDMENT TO
COMMON AREA MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT ("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 Common Area Maintenance Agreement dated as of June 14, 2000, recorded June 15, 2000, in Book 1341, page 468, of the official records of Douglas County, Nebraska (the "CAMA"). The CAMA 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 CAMA to revise the site plan attached thereto.

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 CAMA.
- 2. **Site Plan.** The site plan attached to the CAMA as Exhibit "A" is hereby deleted and the revised site plan attached hereto as Exhibit "A" is substituted therefor. All references to "Site Plan"

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2266-CAMA Amend

and to Exhibit "A" in the CAMA and this Amendment shall hereinafter refer to the site plan attached as Exhibit "A" to this Amendment and incorporated herein by reference.


3. **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.

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

EXECUTED as of the date and year first above written.

OWNERS:

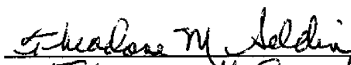
**ALBERTSON'S, INC.,
a Delaware corporation**

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

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**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.

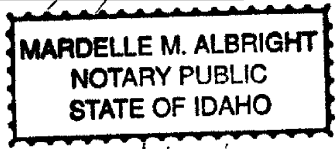
By: 
Name: THEODORE M. SELDIN
Its: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th 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 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



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: Karen J. Svehla
Name: Karen J. Svehla
Its: Senior Vice President

STATE OF Nebraska)
) ss.
County of Douglas)

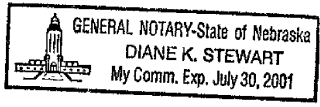
On this 14 day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen J. Svehla, to me known to be the Senior Vice President of Union Bank & Trust Co., a corporation, who executed the foregoing instrument, and acknowledged to me that the said instrument 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

Diane K. Stewart
Notary Public in and for the
State of Nebraska
Residing at Omaha



2266 - 72nd & Ames
Omaha, NE

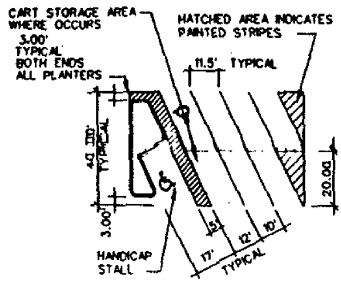
SCHEDULE I

Legal Descriptions of Parcels in Shopping Center

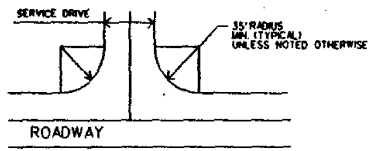
(comprised of Parcels 1, 2, 3, 4, 5, and 6, and Outlot 1).

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

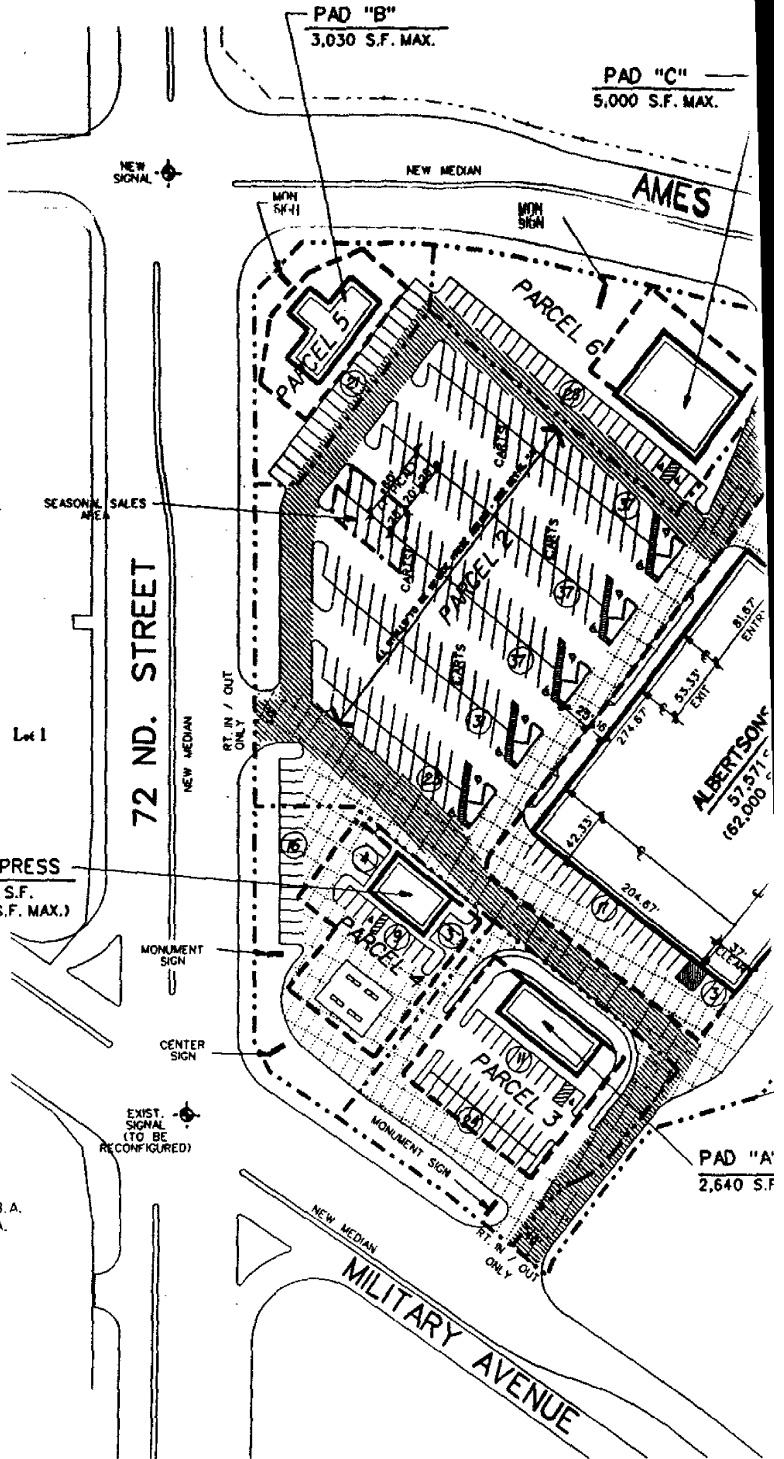
- PARCEL 1:** Lot 1 of the Plat.
- PARCEL 2:** Lot 2 of the Plat.
- PARCEL 3:** Lot 3 of the Plat.
- PARCEL 4:** Lot 4 of the Plat.
- PARCEL 5:** Lot 5 of the Plat.
- PARCEL 6:** Lot 6 of the Plat.
- OUTLOT 1:** Outlot 1 of the Plat.



(A) PARKING DETAIL
1"=50'-0"



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

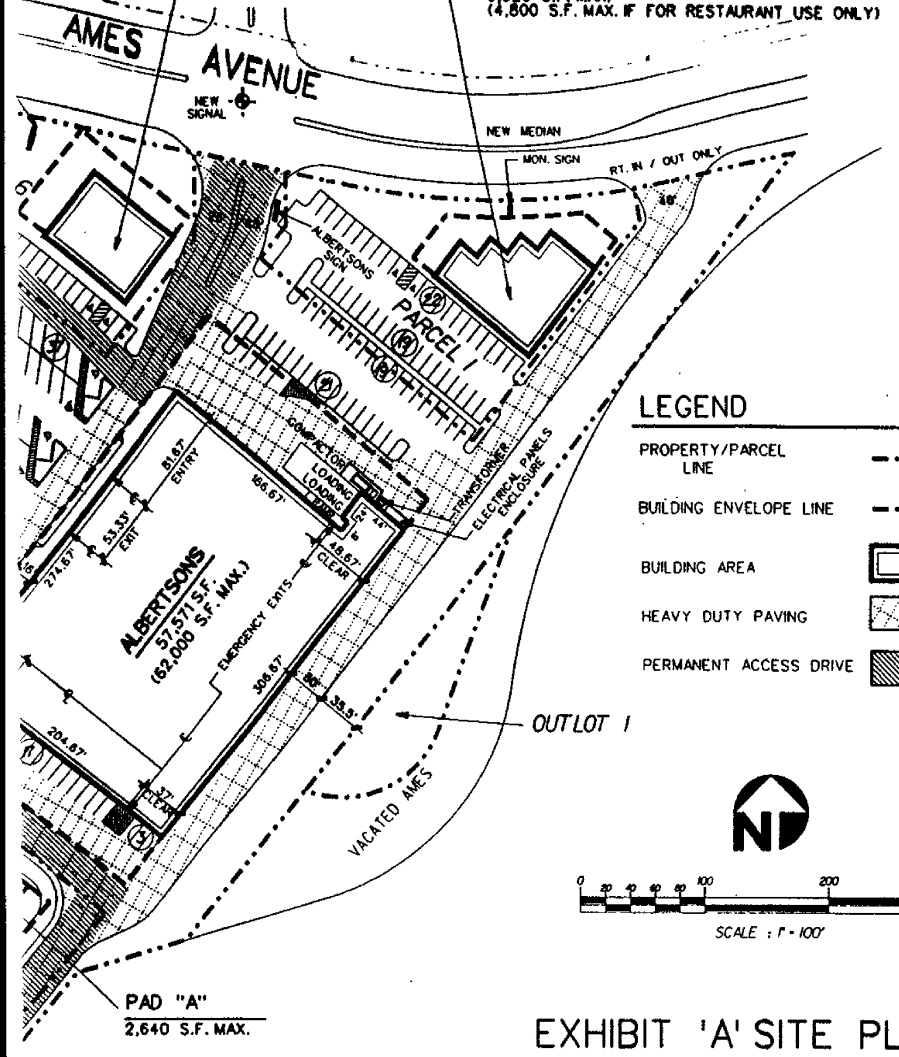


GENERAL NOTES

- 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

PAD "C"
5,000 S.F. MAX.

PAD "D"
6,320 S.F. MAX.
(4,800 S.F. MAX. IF FOR RESTAURANT USE ONLY)



PAD "A"
2,640 S.F. MAX.

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

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

RC

RC
RW

5/11 RC
RW

LEGEND

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

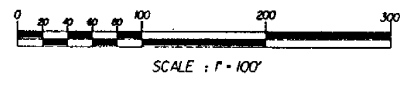


EXHIBIT 'A' SITE PLAN

TOTAL GROSS BUILDING AREA	X 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
CHAIRMAN	SIGNED	3-24-'00
VICE CHAIRMAN	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

REVISIONS	
3-27-'00	D.A. CHANGED TO EXHIBIT 'A'
4-5-2000	R.W. ADD ALB'TS. BLDG. ENVELOPE, REV. EXPRN. LN., ADD MAX. S.F., ADD OUTLOT 1, REV. SITE AREA.
4-24-2000	R.W. REV ALB'TS. DOCK, PRINTO SF, G.R.A. AND PARKING.
5-9-2000	R.W. ADD PARCEL 1, 5 & 6 MONUMENT SIGNS.
6-9-2000	R.W. REV. PERM. ACCESS DR., SHFT. ALB'TS. FORWARD 5' TO CLEAR EXIST. REAR EASEMENT.
5-24-01	T.L.R. REMOVE SEASONAL SALES; REV. PAD B AND PAD D; REV. G.B.A. AND PRKG.



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

STONE NO.
2266

DRAWN RW	CHECKED TFW
DATE 3-3-2000	

SHEET TITLE
EXHIBIT 'A' SITE PLAN

SHEET
1
OF 1
2266_era.dgn