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Register of Deeds, Douglas County, NE
7/26/2013 12:43:01.26



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THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

See Attached

CHECK NUMBER

1164894

Upon Recording Return to:

B. Hans Ipson, Esq.
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186

With Recorded Copy To:

Bridgestone Retail Operations, LLC
Attn: Law Department – Real Estate
333 East Lake Street
Bloomington, IL 60108

Omaha, NE
Store No. 3172-00
BSRO PN: 117897

FIRST AMENDMENT TO STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO STORMWATER DRAINAGE EASEMENT AGREEMENT (this “Amendment”) is made as of this 18th day of July, 2013, by and between **BRIDGESTONE RETAIL OPERATIONS, LLC**, a Delaware limited liability company d/b/a Firestone Complete Auto Care (“Bridgestone”) and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust (“Wal-Mart”).

RECITALS

WHEREAS, Wal-Mart is the fee simple owner of that certain real property legally described on Exhibit A attached hereto (the “Wal-Mart Property”);

WHEREAS, Bridgestone is the fee simple owner of that certain real property legally described on Exhibit B attached hereto (the “Bridgestone Property”);

WHEREAS, Bridgestone and Wal-Mart are parties to that certain Stormwater Drainage Easement Agreement, dated September 7, 2012 and recorded on September 7, 2012 as Document No. 2012089856 in the Office of the Register of Deeds for Douglas County, Nebraska (the “Easement”), whereby Bridgestone granted to Wal-Mart, for the benefit of the Wal-Mart Property, an easement to allow stormwater and other water leaving the Wal-Mart Property to enter onto, under and/or across a portion of the Bridgestone Property as legally described therein;

WHEREAS, Bridgestone and Wal-Mart desire to amend the Easement, as more particularly described and provided for below, to accommodate Wal-Mart’s planned development of the Wal-Mart Property.

NOW, THEREFORE, for and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Wal-Mart and Bridgestone hereby agree as follows:

AGREEMENT

1. **Stormwater Easement Area.** The Easement is hereby amended such that Bridgestone grants to Wal-Mart and its successors and assigns, for the benefit of the Wal-Mart Property, a non-exclusive, perpetual easement to allow stormwater and other water leaving the Wal-Mart Property to enter onto, under and/or cross over that portion of the Bridgestone Property described on Exhibit C attached hereto. The Easement is further amended by deleting "Exhibit C" thereto in its entirety and replacing the deleted exhibit with "Exhibit C" to this Amendment. All references in the Easement to "Exhibit C" shall hereafter refer to "Exhibit C" to this Amendment, and all references in the Easement to "Stormwater Easement Area" shall hereafter refer to that portion of the Bridgestone Property described on Exhibit C to this Amendment.

2. **Effect of Amendment.** Except as specifically amended by this Amendment, the terms of the Easement shall remain unchanged and in full force and effect. The Easement, as amended by this Amendment, shall continue to be binding upon Wal-Mart, Bridgestone and their successors and assigns.

3. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.


[Signature Page to Follow]

Omaha, NE
Store No. 3172-0
BSRO PN: 117897

IN WITNESS WHEREOF, the undersigned has caused the authorized execution of this Amendment, the day and year first above written.

BRIDGESTONE:

BRIDGESTONE RETAIL OPERATIONS, LLC

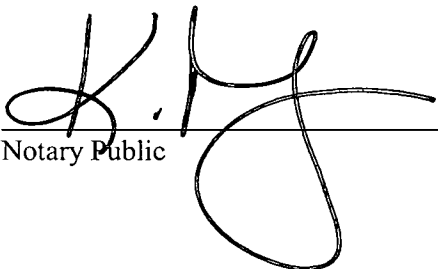
By: 
Name: Kenton Girard
Its: Director, Real Estate Assets & New Store
Development

STATE OF ILLINOIS)
) ss.
COUNTY OF DU PAGE)

The foregoing instrument was acknowledged before me this 9 day of July, 2013, by KENTON GIRARD, the Director, Real Estate Assets & New Store Development of Bridgestone Retail Operations, LLC, a Delaware limited liability company on behalf of the limited liability company.

[SEAL]

My Commission Expires: 5/7/15


Notary Public

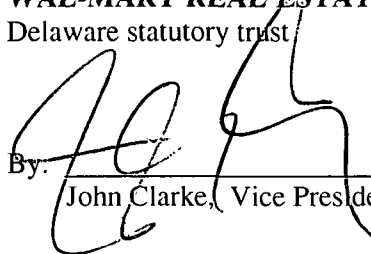


Omaha, NE
Store No. 3172-0
BSRO PN: 117897

IN WITNESS WHEREOF, the undersigned has caused the authorized execution of this Amendment, the day and year first above written.

WAL-MART:

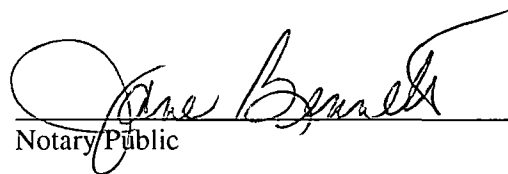
WAL-MART REAL ESTATE BUSINESS TRUST, a
Delaware statutory trust

By: 
John Clarke, Vice President—Real Estate

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 17th day of July, 2013, by John Clarke, the Vice President—Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

[SEAL]


Notary Public

My Commission Expires: 1-20-2022

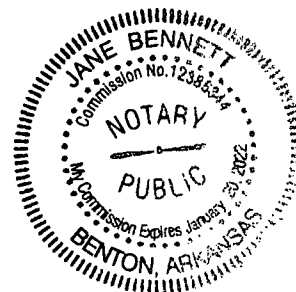


EXHIBIT “A”

LEGAL DESCRIPTION OF THE WAL-MART PROPERTY

Lots 1, 2, 4 and Outlot A, Avalon Replat One, Douglas County, Nebraska

EXHIBIT “B”

LEGAL DESCRIPTION OF THE BRIDGESTONE PROPERTY

Lot 3, Avalon Replat One, Douglas County, Nebraska

STORMWATER EASEMENT AREA



A PERMANENT STORMWATER EASEMENT LOCATED IN LOT 3, AVALON REPLAT ONE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID LOT 3, AVALON REPLAT ONE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, SAID AVALON REPLAT ONE AND ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF "L" STREET; THENCE N87°03'27"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF "L" STREET A DISTANCE OF 86.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°03'27"E ALONG SAID NORTH LINE OF LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF "L" STREET A DISTANCE OF 27.15 FEET; THENCE S33°35'59"W, A DISTANCE OF 167.62 FEET; THENCE S10°38'34"E, A DISTANCE OF 90.18 FEET; THENCE N89°21'30"E, A DISTANCE OF 124.79 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING THE WEST LINE OF LOT 2, AVALON, A SUBDIVISION LOCATED IN SAID SE 1/4 OF SECTION 6; THENCE S00°34'57"W ALONG SAID EASTERLY LINE OF LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING SAID WEST LINE OF LOT 2, AVALON, A DISTANCE OF 3.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, AVALON; THENCE S89°26'40"W ALONG SAID EASTERLY LINE OF LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 2, AVALON, A DISTANCE OF 7.86 FEET; THENCE S00°33'42"E, A DISTANCE OF 130.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING THE NORTHERLY LINE OF OUTLOT "A", SAID AVALON REPLAT ONE; THENCE N89°23'02"W ALONG SAID SOUTH LINE OF LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING SAID NORTHERLY LINE OF OUTLOT "A", AVALON REPLAT ONE, A DISTANCE OF 20.00 FEET; THENCE N00°33'42"W, A DISTANCE OF 113.34 FEET; THENCE S89°21'30"W, A DISTANCE OF 129.34 FEET; THENCE N10°38'34"W, A DISTANCE OF 45.22 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, AVALON REPLAT ONE; THENCE N00°36'58"E ALONG SAID WEST LINE OF LOT 3, AVALON REPLAT ONE, SAID LINE ALSO BEING SAID EASTERLY LINE OF SAID LOT 1, AVALON REPLAT ONE, A DISTANCE OF 86.90 FEET; THENCE N39°35'59"E, A DISTANCE OF 136.58 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORMWATER EASEMENT CONTAINS AN AREA OF 9.789 SQUARE FEET OR 0.225 ACRES MORE OR LESS.



STORMWATER EASEMENT

LOT 3, AVALON REPLAT ONE
SE1/4 SECTION 6, T14N, R13E
DOUGLAS COUNTY, NEBRASKA