

No.	Gen.	Num.	Paged	ROD	
#3	✓	✓	✓	✓	
dk					Register of Deeds

From, Chg. & Return to:  
 Kalkwarf & Smith  
 P. O. Box 905  
 Wilber, NE 68465  
 Fee: \$ 46.00 Charge

STATE OF NEBRASKA } ss  
 SALINE COUNTY

Index No. 2018-00885

Entered in numerical index and filed on  
 record, the 6 day of June  
 2018 at 9:40'clock A M. and recorded  
 in Book 79 of Misc. Page 86-92

*[Signature]*  
 County Clerk

(Space Above Line Reserved for Recording Data)

**Title of Document:** Amendment to Covenants and Restrictions Agreement

**Date of Document:** October 18, 2017

**Grantor:** Chaloupkaville, Inc.

**Grantor's Address:** 321 S. Main St., P.O. Box 905, Wilber, Nebraska 68465

**Grantee:** The Vanguard Group LLC

**Grantee's Address:** 144 Allen Blvd., Farmingdale, New York 11735

**Legal Description:** See Exhibit A and Exhibit B attached hereto and made a part hereof

**Reference:** This Amendment affects the following document recorded in the land records for the Saline County, Nebraska:

Covenants and Restrictions Agreement dated October 27, 2015, and filed October 28, 2015, in Book 76, Page 525.

## **AMENDMENT TO COVENANTS AND RESTRICTIONS AGREEMENT**

This Amendment to Covenants and Restrictions Agreement ("Amendment") is made and entered into as of October 18, 2017, by Chaloupkaville, Inc., a Nebraska corporation ("Grantor"), whose address is 321 S. Main St., P.O. Box 905, Wilber, Nebraska 68465, and The Vanguard Group LLC, a New York limited liability company ("Grantee"), with a mailing address of 144 Allen Blvd., Farmingdale, New York 11735.

### **WITNESSETH:**

WHEREAS, Grantee is the owner of that certain tract or parcel of land lying and being in Saline County, Nebraska, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Grantee Tract"); and

WHEREAS, Grantor is the owner of that certain tract or parcel of land contiguous to the Grantee Tract and lying and being in Saline County, Nebraska, and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Grantor Tract"; the Grantee Tract and the Grantor Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, the Tracts are subject to that certain Covenants and Restrictions Agreement dated October 27, 2015, and filed October 28, 2015, in Book 76, Page 525 ("Agreement"); and

WHEREAS, "Exhibit B" of the Agreement contained an incorrect legal description of the Grantor Tract which included additional property of Grantor which was not intended to be subject to the Agreement.

WHEREAS, the parties desire to amend the Agreement to correct the legal description of the Grantor Tract, subject to the terms and conditions below.

NOW, THEREFORE, for the mutual benefits to be derived by the provisions of this Amendment, Grantee and Grantor do hereby covenant and agree as follows:

1. The Agreement is hereby amended to replace the legal description of the Grantor Tract on "Exhibit B" of the Agreement with the corrected legal description of the Grantor Tract set forth on Exhibit "B" attached to this Amendment and made a part hereof. The only property of Grantor which shall be subject to the Agreement shall be the Grantor Tract as legally described on the attached Exhibit "B". Any other property owned by Grantor which may have been incorrectly subjected to the Agreement is hereby released from the Agreement.

2. Except as amended herein, the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Grantee and Grantor have set their hands and seals as of the day, month and year first above written.

Grantee:

**The Vanguard Group LLC,**  
A New York limited liability company

By: [Signature]  
Name: WV Richardson  
Title: General Manager

New York  
STATE OF ~~KANSAS~~ )  
  )ss.  
COUNTY OF ~~JOHNSON~~ )

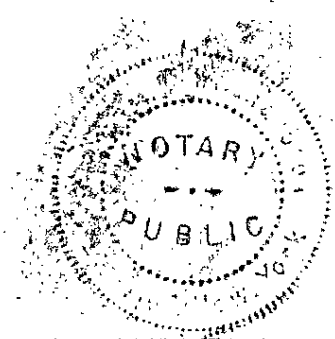
On this 17<sup>th</sup> day of ~~October, 2017~~ April 17, 2018, before me appeared [Signature], to me personally known, who, being by me duly sworn, did say that s/he is the Gweneth Warner of The Vanguard Group LLC, a New York limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and s/he acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

State of New York  
Notary Public  
No. 01R16149038  
Commission expires: 7-03-18  
Sig: [Signature]  
Date: 4/17/18  
Notary Public

Print Name: Madeline Richardson

My Commission Expires:  
7/03/18



Grantor:

**Chaloupkaville, Inc.**  
A Nebraska corporation

By: Jill M Chaloupka  
Name: Jill M Chaloupka  
Title: President

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SALINE )

June, 2018

On this 4th day of ~~October, 2007~~ June, 2018, before me appeared Jill M. Chaloupka, to me personally known, who being by me duly sworn, did say that s/he is the President of Chaloupkaville, Inc., a Nebraska corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

Martha Kay Sukovaty  
Notary Public

Print Name: Martha Kay Sukovaty



My Commission Expires:

March 16, 2020

CONSENT OF DOLLAR GENERAL

The undersigned hereby consents to the foregoing Amendment pursuant to Section 7 of the Agreement.

IN WITNESS WHEREOF, the undersigned as set its hand on the date shown below.

Dollar General Corporation

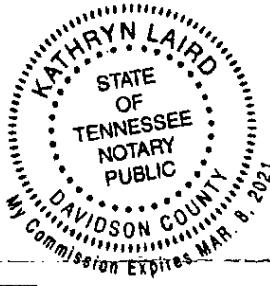
By: Melissa L. Heisse  
Name: Melissa L. Heisse  
Title: Sr. Director, Lease Administration

STATE OF Tennessee )  
 ) ss.  
COUNTY OF Davidson

On this 7<sup>th</sup> day of May, 2018, before me appeared Melissa L. Heisse to me personally known, who being by me duly sworn, did say that (s)he is the Sr. Director, Lease Admin. of Dollar General Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

Kathryn Laird  
Notary Public  
Kathryn Laird  
Print Name



My commission expires:

EXHIBIT "A"

Legal Description of Grantee Tract

A TRACT OF LAND LOCATED IN THE W 1/2 OF THE NE 1/4 OF SEC. 15 T6N R4E OF THE 6TH P.M. IN THE CITY OF WILBER, SALINE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NE 1/4 OF SECTION 15; THENCE N90°00'00"E A DISTANCE OF 51.50 FEET TO THE EAST RIGHT OF WAY STATE HIGHWAY 103; THENCE ON THE EAST RIGHT OF WAY STATE HIGHWAY 103, N00°00'00"E A DISTANCE OF 300.00 FEET; THENCE CONTINUING ON THE EAST RIGHT OF WAY OF STATE HIGHWAY 103, N90°00'00"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE EAST RIGHT OF WAY OF STATE HIGHWAY 103, N00°00'00"E A DISTANCE OF 430.00 FEET; THENCE N90°00'00"E A DISTANCE OF 129.21 FEET TO THE WEST RIGHT OF WAY OF B.N.S.F. RAILROAD R.O.W.; THENCE ON THE WEST RIGHT OF WAY OF B.N.S.F. RAILROAD R.O.W., S02°04'03"W A DISTANCE OF 430.28 FEET; THENCE N90°00'00"W A DISTANCE OF 113.68 FEET TO THE EAST RIGHT OF WAY STATE HIGHWAY 103, AND THE POINT OF BEGINNING. SAID TRACT CONTAINING 52,220.92 SQFT OR 1.20 ACRES MORE OR LESS.

EXHIBIT "B"

Corrected Legal Description of Grantor Tract

That portion of the Northeast Quarter (NE 1/4) of Section Fifteen (15), in Township (6) North, Range Four (4) East of the 6<sup>th</sup> P.M. in Saline County, Nebraska, located west of the railroad right of way and south of the right of way for Chaloupkaville Road, except all of Chaloupka's First Addition to the City of Wilber, Saline County, Nebraska platted on part of the Southwest Quarter of said Northeast Quarter (SW 1/4 N/E 1/4) of Section Fifteen (15), and except that part thereof acquired by the State of Nebraska by condemnation proceedings for highway purposes.

LESS AND EXCEPT THE FOLLOWING TRACT:

A TRACT OF LAND LOCATED IN THE W 1/2 OF THE NE 1/4 OF SEC. 15 T6N R4E OF THE 6TH P.M. IN THE CITY OF WILBER, SALINE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NE 1/4 OF SECTION 15; THENCE N90°00'00"E A DISTANCE OF 51.50 FEET TO THE EAST RIGHT OF WAY STATE HIGHWAY 103; THENCE ON THE EAST RIGHT OF WAY STATE HIGHWAY 103, N00°00'00"E A DISTANCE OF 300.00 FEET; THENCE CONTINUING ON THE EAST RIGHT OF WAY OF STATE HIGHWAY 103, N90°00'00"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE EAST RIGHT OF WAY OF STATE HIGHWAY 103, N00°00'00"E A DISTANCE OF 430.00 FEET; THENCE N90°00'00"E A DISTANCE OF 129.21 FEET TO THE WEST RIGHT OF WAY OF B.N.S.F. RAILROAD R.O.W.; THENCE ON THE WEST RIGHT OF WAY OF B.N.S.F. RAILROAD R.O.W., S02°04'03"W A DISTANCE OF 430.28 FEET; THENCE N90°00'00"W A DISTANCE OF 113.68 FEET TO THE EAST RIGHT OF WAY STATE HIGHWAY 103, AND THE POINT OF BEGINNING.