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MISC 2001 00295

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By

RICHARD N. FA
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 JAN -9 AM 9:09

RECEIVED

After Recording Return to:
Seldin Company
Attn: Marilyn Wynne Watson
13057 West Center Road
Omaha, NE 68144

Recorder's Space

A Misc 2/6/00

FEE _____ FB _____
BKP _____ C/O _____ COMP _____
DEL _____ SCAN *ds* FV _____

**AMENDMENT NUMBER one TO
RECIPROCAL EASEMENT AND OPERATION AGREEMENT
COVERING
LOTS 1, 2, 3, 4, 5, 6, 7 AND 8
BENSON PARK PLAZA REPLAT 1, AS SURVEYED, PLATTED AND RECORDED IN
DOUGLAS COUNTY, NEBRASKA**

THIS AMENDMENT NUMBER one TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT is made as of Dec. 15 2000, between HOME DEPOT U.S.A., INC., a Delaware corporation ("HD") and BENSON PARK PLAZA, L.L.C., a Nebraska limited liability company ("Developer").

Preliminary Statements

A. HD and Developer entered into a Reciprocal Easement and Operation Agreement (the "REA") dated June 14, 2000, which was recorded June 15, 2000 in Miscellaneous Book 1341 at Page 366 of the Register of Deeds of Douglas County, Nebraska. Capitalized terms not defined herein shall have the meaning given to them in the REA.

B. The REA, at Paragraph III(A) imposes certain site development restrictions as set forth on Exhibit C-1 of the REA, including Building Limit Lines, Maximum Store Floor Areas, Floor/Area Ratios, Parking Spaces and Parking Ratios.

C. Developer and HD desire to amend the Maximum Floor Area of Lot 5, Benson Park Plaza Replat 1 to 4,999 square feet, amend floor/area ratio to 11.2%, amend parking spaces to 50, amend parking ratio to 10.0, and amend the Building Limit Lines as shown on the amended Exhibit C-1 attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

*Return
(16)*

1. Amendment of Site Plan. Exhibit C-1 of the REA (Site Plan) with reference to Lot 5, Benson Park Plaza Replat 1 is amended to provide Maximum Building Square Feet of 4,999 square feet; Floor/Area Ratio of 11.2%; Parking Spaces of 50; Parking Ratio of 10.0; and revised Building Limit Lines, all as shown on the Exhibit C-1 dated Sept. 11, 2000 attached hereto, which exhibit shall replace the Exhibit C-1 dated June 13, 2000.
2. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and any subsequent owner of Lot 5, and all other lots within Benson Park Plaza Replat 1.
3. Superseding. From and after the date hereof, all references to the REA shall mean the REA, as amended by this Amendment. The terms of this Amendment shall supersede over any conflicting terms in the REA.
4. Confirmation. Except as otherwise expressly set forth in this Amendment, the REA is hereby ratified and confirmed and remains in full force and effect.
5. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

DEVELOPER:
Benson Park Plaza, L.L.C.
A Nebraska limited liability company

By: Northwood Properties, Inc., Manager

By: Theodore M. Seldin
Theodore M. Seldin, President

HD:
Home Depot U.S.A., Inc.
A Delaware corporation

By: Kathryn E. Lee TBC

Print Name: KATHRYN E. LEE
V.P. REAL ESTATE LAW GROUP

Title: _____

NOV 03 2008

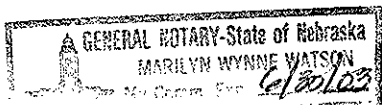
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of Dec., 2000, by Theodore M. Seldin, President of Northwood Properties, Inc., a Nebraska corporation, such corporation being the Manager of Benson Park Plaza, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.

Marilyn Wynne Watson

Notary Public

My Commission Expires: 6/30/2003

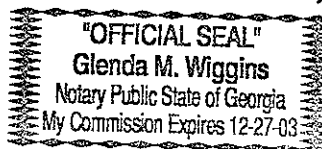


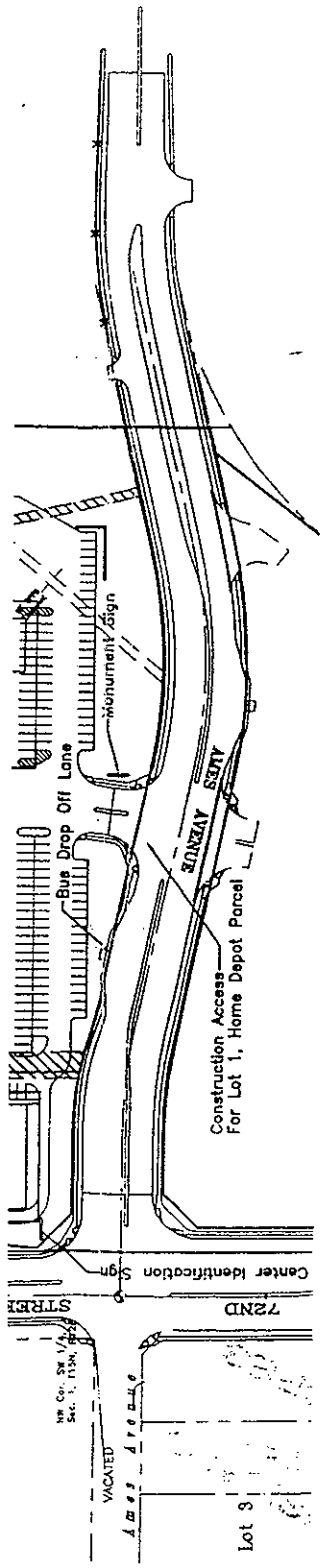
STATE OF Georgia)
) ss.
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 3rd day of November, 2000 by Kathryn E. Lee, V.P.P.E. Law Corp of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of the corporation.

Glenda M. Wiggins
Notary Public

My Commission Expires: 12/27/03





LEGEND

- Building Limit Line
- ▨ Utility Easement

Note:
 The Building Floor Area On Lots 1,7, & 8 May Be Increased
 By Up To 10% Subject To Compliance With Parking Ratio
 And City Zoning Requirements.

SITE STATISTICS - BENSON PARK PLAZA

LOT #	PROPOSED TENANT	LOT SQ FT	ACREAGE	MAXIMUM BUILDING SQ. FT.	FLOOR/AREA RATIO	PARKING SPACES	PARKING RATIO
LOT 1 - HOME DEPOT PARCEL	HOME DEPOT	547,210	12.56	134,744	24.6%	612	4.54
LOT 2 - DEVELOPER'S PARCEL	RETAIL	59,601	1.37	15,000	25.2%	74	4.93
LOT 3 - DEVELOPER'S PARCEL	RESTAURANT	32,927	0.76	5,000	15.2%	51	10.20
LOT 4 - DEVELOPER'S PARCEL	RESTAURANT	34,404	0.79	5,000	14.5%	36	7.20
LOT 5 - DEVELOPER'S PARCEL	RESTAURANT/FAST FOOD	44,759	1.03	4,999	11.2%	50	10
LOT 6 - DEVELOPER'S PARCEL	RETAIL	47,574	1.09	8,176	17.2%	48	5.87
LOT 7 - DEVELOPER'S PARCEL	ANCHOR	367,075	8.43	107,920	29.4%	388	3.59
LOT 8 - DEVELOPER'S PARCEL	SHOPS	70,913	1.63	18,855	26.6%	66	3.50
TOTALS		1,204,463	27.65	299,694	24.9%	1,325	4.42

REA-EXHIBIT-C-1



lamp, rynearson & associates, inc.
 engineers surveyors planners
 14710 west dodge road, suite 100
 omaha, nebraska 68154 2029
 ph 402 496 2498
 fax 402 496 2730

job number-tasks
 98013.00-010
 date 09/11/2000
 drawn by PWB
 designer NLP

REA
 EXHIBIT
 C-1