

After filing return to:
Paul R. Eloffson, Fitzgerald Schorr PC, 10050 Regency Circle, Suite 200, Omaha, NE 68114

SUPPLEMENT TO ACCESS EASEMENT AGREEMENT

This Supplement to Access Easement Agreement ("Agreement") is entered into by and between **West Farm RE, LLC**, a Nebraska limited liability company ("WFRE") and **CWG HQ, LLC**, a Nebraska limited liability company ("CWGHQ").

RECITALS

On or about August 14, 2018, WFRE and New West Farm Holdings, LLC, a Nebraska limited liability company ("Holdings") entered into an Access Easement Agreement of and concerning the following parcels of real estate:

Lot 1, West Farm Replat 2, in the City of Omaha, Douglas County, Nebraska, which real estate was owned by Holdings and

Lot 2, West Farm Replat 2, in the City of Omaha, Douglas County, Nebraska, which property as of August 15, 2018 was owned by WFRE ("WFRE Property").

The Access Easement Agreement was recorded August 15, 2018 as Instrument No. 2018064541 of the records of Douglas County, Nebraska which Access Easement Agreement concerned the construction and maintenance of a road which was to serve the interests of both WFRE and Holdings and their successors and assigns.

In 2019, Holdings caused Lot 1, West Farm Replat 2 to be replatted into Lots 1, 2 and 3 West Farm Replat 5, in the City of Omaha, Douglas County, Nebraska.

On or about August 16, 2019, by Warranty Deed, Holdings sold to CWGHQ **Lot 1, West Farm Replat 5** and specifically conveyed to CWGHQ in said Warranty Deed rights and responsibilities concerning the Access Easement Agreement recorded

ME 9-30-19
gwn 10-1-19

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August 15, 2019 at Instrument No. 2018064541 of the records of Douglas County, Nebraska. The Warranty Deed was filed August 19, 2019 as Instrument No. 2019065814 ("CWGHQ Property").

CWGHQ has informed WFRE of its intentions with regard to the construction of Class A office buildings with surrounding parking which suggest that it would be appropriate to realign the location of the existing roadway that was previously constructed on the CWGHQ Property to which, subject to the terms of this Agreement, WFRE is willing to consent.

WFRE seeks a commitment from CWGHQ that the use of the portion of its Property which is to the west and northwest of the realigned roadway shall not be used for parking and will be maintained with landscaping and hardscape that will be consistent with and about the WFRE Property.

It is appropriate to supplement the Access Easement Agreement to memorialize certain rights and responsibilities by and between the respective parties, and cause the same to be filed of record.

NOW THEREFORE, for good and valuable consideration, the parties agree to supplement the Access Easement Agreement as follows:

1. Removal and Replacement of Existing Roadway - Plans and Specifications. Attached hereto marked Exhibit "A" are certain plans and specifications which call out for a modification of the existing roadway to provide for a roadway realignment as more further described on the attached Exhibit "B" ("Roadway Realignment"). WFRE consents to the removal of the existing roadway and the replacement of the roadway as reflected by the Roadway Realignment, subject to the obligation of CWGHQ to expeditiously remove and replace the roadway, and further subject to the requirement that all costs and expenses incurred in connection with said change in the roadway shall be at the sole expense of CWGHQ and/or its successors and assigns. CWGHQ agrees to commence construction on or before October 1, 2019, with the expectation that the project shall reach substantial completion on or before ~~October 21, 2019~~ October 23, 2019. Time is of the essence as it relates to this commitment to WFRE.

Handwritten initials: WF and ZW

2. Green Space Use Restrictions, Landscape Design and Maintenance. CWGHQ agrees that the area depicted in green on Exhibit "B" which is to the west and northwest of the Roadway Realignment shall be designated "Green Space," the use of which is restricted. By a way of example and not limitation, no use of the Green Space shall be made for parking or the construction of any buildings or other improvements which in any manner obscure or limit the line of sight to the WFRE Property from the Roadway Realignment. The parties agree that it shall have landscape and hardscape installed at the expense of WFRE which will be consistent with that landscape and

Handwritten dates: 9-30-19 and ZW 10-1-19

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hardscape of that portion of the WFRE's Property that directly abuts the CWGHQ Green Space. WFRE agrees that it will maintain the Green Space at its expense consistent with the maintenance of its own green areas which abut the CWGHQ Green Space.

3. Grant of Access Easement. CWGHQ hereby grants and conveys to WFRE, and its successors and assigns, for the benefit of the WFRE Property, a perpetual, non-exclusive easement over and across the portion of the Roadway Realignment lying upon the CWGHQ Property, solely for the purposes of vehicular and pedestrian ingress and egress from the WFRE Property to Davenport Street. WFRE hereby grants and conveys to CWGHQ, and its successors and assigns, for the benefit of the CWGHQ Property, a perpetual, non-exclusive easement over and across the portion of the Roadway Realignment lying upon the WFRE Property, solely for the purposes of vehicular and pedestrian ingress and egress from the CWGHQ Property to Davenport Street.

4. Construction Easement. WFRE hereby grants and conveys to CWGHQ, and its successors and assigns, for the benefit of the CWGHQ Property, a perpetual, non-exclusive easement over and across such portion of the WFRE Property as is reasonable and necessary from time to time, solely for the purposes of constructing the Roadway Alignment and performing the Maintenance Services. CWGHQ hereby grants and conveys to WFRE, and its successors and assigns, for the benefit of the WFRE Property, a non-exclusive easement over and across such portion of the Property as is reasonable and necessary, solely for the purposes of constructing the Roadway Alignment and performing WFRE maintenance. In the event of any damage to property resulting from such work, the responsible party shall repair or restore the property of the other party to a condition which is as good or better than the condition in which it existed prior to the performance of such work.

5. Performance of Work. All installation or construction of related to the Roadway Alignment shall be in accordance with all applicable laws, ordinances, and regulations, and shall be based on all necessary governmental permits and approvals. In performing or causing to be performed any Maintenance Services, CWGHQ will not permit any mechanics' or materialmen's' liens to attach to the Roadway Alignment or to any of the CWGHQ Property or the WFRE Property. In performing or causing to be performed any WFRE Maintenance, WFRE will not permit any mechanics' or materialmen's' liens to attach to the Roadway Realignment or to any of the CWGHQ Property.

6. Notices. All notices, statements or other communications required or permitted hereunder shall be in writing and delivered personally or sent by registered or certified United States mail or sent by email with confirmation of receipt to the parties hereto at the following addresses:

MA 9-30-19
ZW 10-1-19

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West Farm RE LLC
CWG HQ, LLC
Page 4 of 6

WFRE: West Farm RE LLC
4645 South 84th Street
Omaha, NE 68127
Attn: Steven M. Hinchcliff
steveh@hhautomotive.com

With a copy to: Paul R. Elofson
Fitzgerald Schorr PC
10050 Regency Circle, Suite 200
Omaha, NE 68114
pelofson@fitzlaw.com

CWGHQ: CWG HQ, LLC
10340 North 84th Street
Omaha, NE 68122
Attn: Zachary A. Wiegert
zwiegert@goldenrodcompanies.com

With a copy to: Kendra J. Ringenberg
Dvorak Law Group, LLC
9500 W. Dodge Road, Suite 100
Omaha, NE 68114
kringenberg@ddlawgroup.com

Or to such other addresses as either party may from time to time specify in writing to the other in accordance with this Agreement.

7. Binding Effect. All of the covenants and agreements contained herein shall be covenants running with the land and all the provisions of this Agreement shall bind and benefit the parties hereto and their respective successors and assigns as owners of the various parcels of real property covered hereby.


8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

9. Counterparts. This Agreement may be executed in counterparts.

10. Access Easement Agreement. In the event there is a conflict between the terms of the existing Access Easement Agreement and this Supplement to Access Easement Agreement, the terms and conditions of this Supplement shall prevail, and said existing terms of the Access Easement Agreement shall be interpreted consistent with the intentions of the parties as expressed in this Supplement to Access Easement Agreement.

*MA 9-30-19
ZW 10-1-19*

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CWG HQ, LLC
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September 30, 2019 
DATED: ~~October~~, 2019.

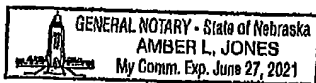
WEST FARM RE LLC, a Nebraska limited liability company

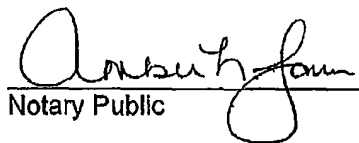
By: 
Title: Steven M. Hinchcliff, Sole Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

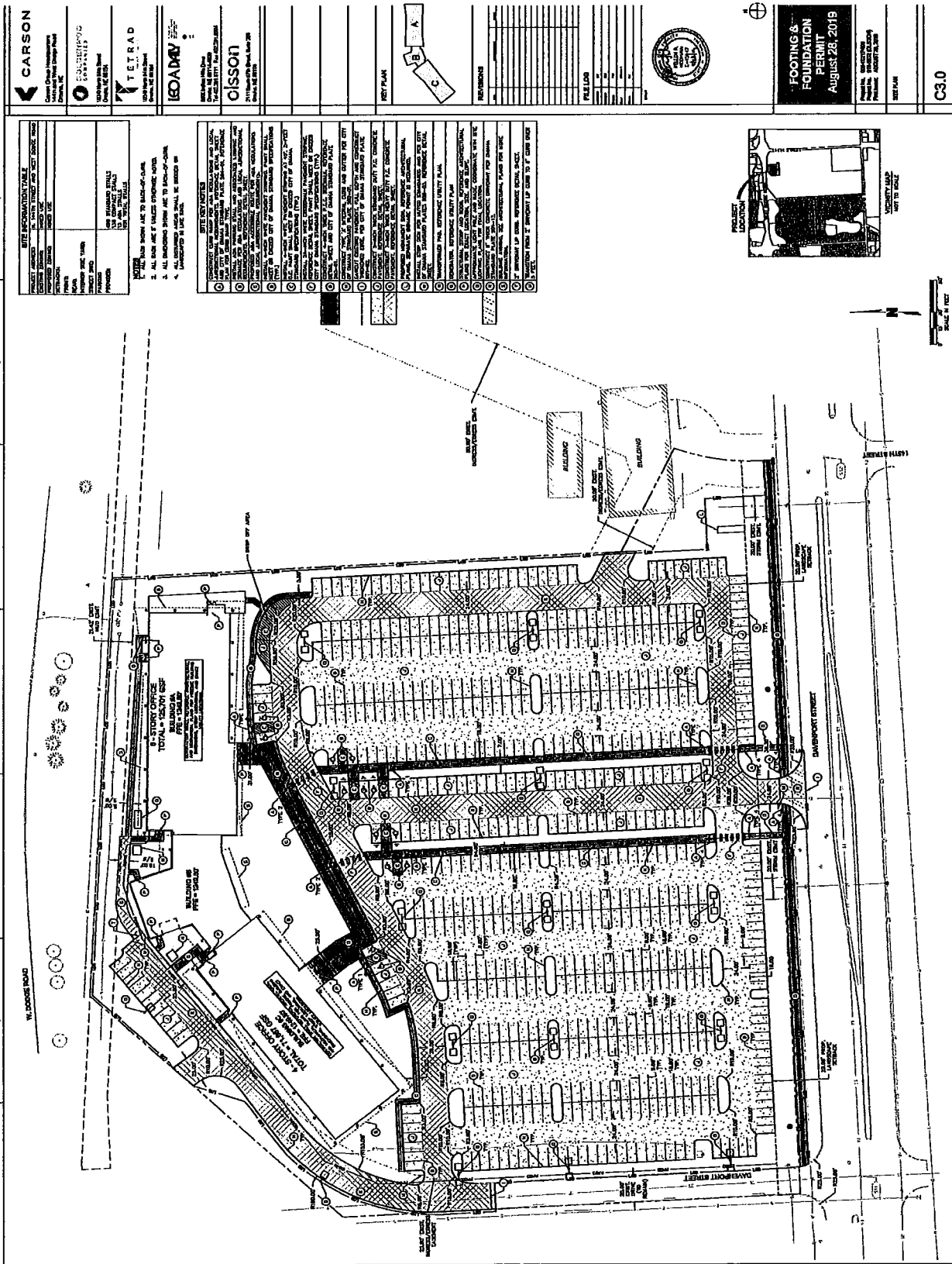
On this 30 day of ~~October~~^{September}, 2019, before me, a notary public in and for said county and state, personally came Steven M. Hinchcliff, Sole Manager of WEST FARM RE LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and notarial seal in said county and state, the day and year last above written.




Notary Public

M 9-30-19
BW 10-1-19



CARSON
Civil & Mechanical Engineers
10000 Yonge Street, Suite 200
Richmond Hill, ON L4B 1N1
Tel: (905) 709-8888
Fax: (905) 709-8889
www.carson-engineers.com

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www.tetrad-engineers.com

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www.osisson-engineers.com

PROJECT PLAN
PROJECT NO. 2019082477
DATE: AUGUST 28, 2019
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/28/19
2	REVISED PER PERMIT COMMENTS	08/28/19
3	REVISED PER PERMIT COMMENTS	08/28/19
4	REVISED PER PERMIT COMMENTS	08/28/19
5	REVISED PER PERMIT COMMENTS	08/28/19
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8	REVISED PER PERMIT COMMENTS	08/28/19
9	REVISED PER PERMIT COMMENTS	08/28/19
10	REVISED PER PERMIT COMMENTS	08/28/19

FOOTING & FOUNDATION PERMIT
August 28, 2019

PROJECT NO. 2019082477
DATE: AUGUST 28, 2019
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

NOTES:

1. ALL DIMENSIONS SHOWN ARE TO FACE-TO-FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHOWN ARE TO FACE-TO-FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHOWN ARE TO FACE-TO-FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHOWN ARE TO FACE-TO-FACE UNLESS OTHERWISE NOTED.

GENERAL NOTES:

1. FOUNDATION SHALL BE CONSTRUCTED ACCORDING TO THE REQUIREMENTS OF THE CANADIAN NATIONAL BUILDING CODE (CNBC) AND THE LOCAL BY-LAW.
2. FOUNDATION SHALL BE CONSTRUCTED ACCORDING TO THE REQUIREMENTS OF THE CANADIAN NATIONAL BUILDING CODE (CNBC) AND THE LOCAL BY-LAW.
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FOUNDATION NOTES:

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FOUNDATION WALL NOTES:

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FOUNDATION COLUMN NOTES:

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FOUNDATION FOOTING NOTES:

1. FOUNDATION FOOTING SHALL BE CONSTRUCTED ACCORDING TO THE REQUIREMENTS OF THE CANADIAN NATIONAL BUILDING CODE (CNBC) AND THE LOCAL BY-LAW.
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FOUNDATION WALL DETAIL:

FOUNDATION WALL DETAIL

SCALE: 1/8" = 1'-0"

DATE: AUGUST 28, 2019

PROJECT: [Project Name]

LOCATION: [Location]

CLIENT: [Client Name]

DESIGNER: [Designer Name]

CONTRACTOR: [Contractor Name]

PERMIT NO.: [Permit Number]

ISSUE DATE: [Issue Date]

EXPIRES: [Expiration Date]

REVISIONS: [Revisions]

APPROVED BY: [Signature]

CHECKED BY: [Signature]

DRAWN BY: [Signature]

DATE: [Date]

PROJECT NO.: [Project Number]

LOCATION: [Location]

CLIENT: [Client Name]

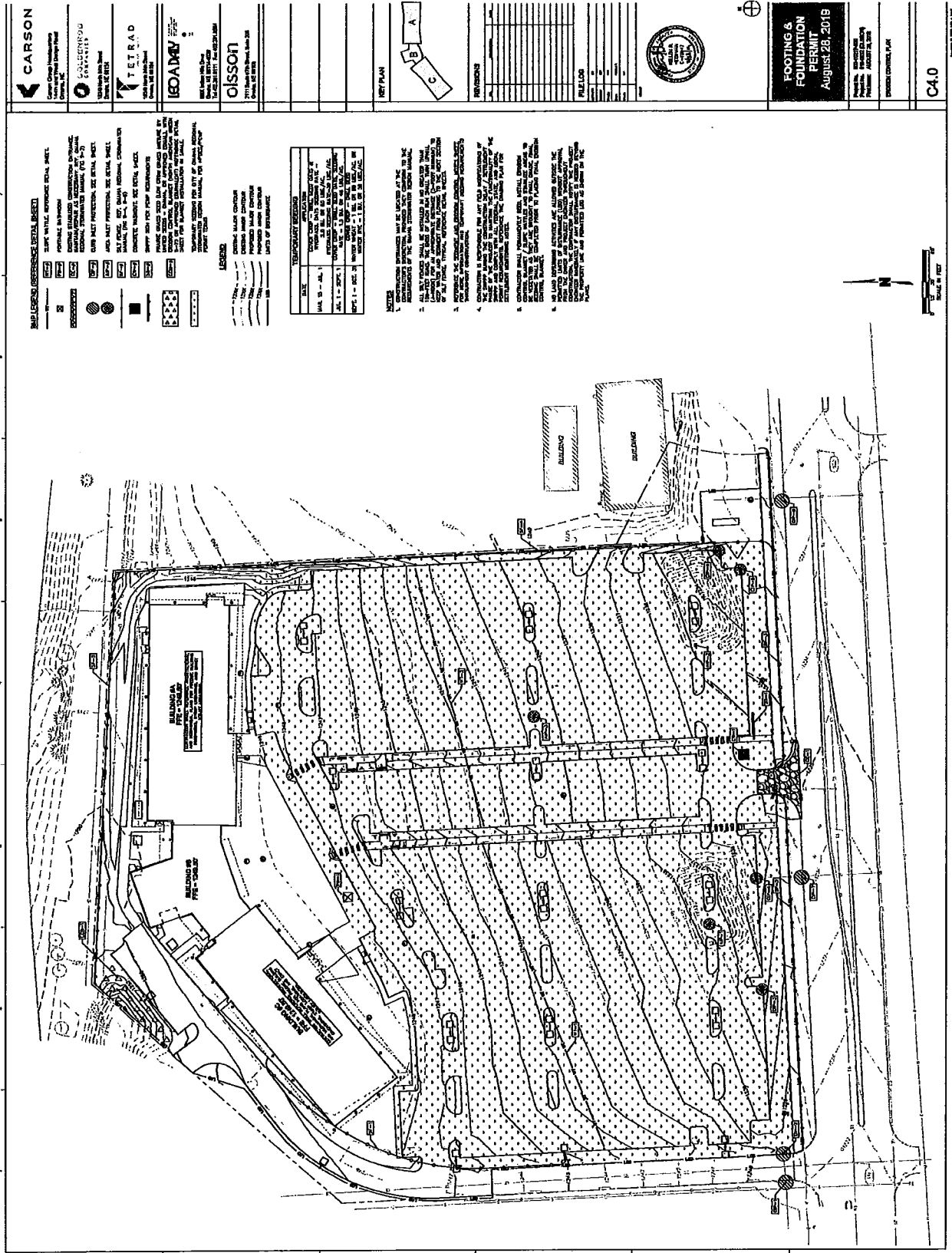
DESIGNER: [Designer Name]

CONTRACTOR: [Contractor Name]

PERMIT NO.: [Permit Number]

ISSUE DATE: [Issue Date]

EXPIRES: [Expiration Date]



- NOTES:**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING FOUNDATIONS AND FOUNDATION PERMIT TO BE CONSTRUCTED AT THE TIME OF CONSTRUCTION.
 2. ALL FOUNDATIONS SHALL BE CONSTRUCTED TO THE PROPOSED GRADE AND SHALL BE PROTECTED FROM COLLAPSE BY THE CONTRACTOR.
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING FOUNDATIONS AND FOUNDATION PERMIT TO BE CONSTRUCTED AT THE TIME OF CONSTRUCTION.
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 10. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING FOUNDATIONS AND FOUNDATION PERMIT TO BE CONSTRUCTED AT THE TIME OF CONSTRUCTION.

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CARSON
 Carson Group Inc.
 10000 Highway 101
 Suite 100
 Richmond, BC V6V 2G9
 Tel: 604-273-1111
 Fax: 604-273-1112
 www.carsongroup.com

TETRAD
 400 West Broadway
 Vancouver, BC V6B 1W8
 Tel: 604-681-1111
 Fax: 604-681-1112
 www.tetrad.com

LEDAM
 1000 West Broadway
 Vancouver, BC V6B 1W8
 Tel: 604-681-1111
 Fax: 604-681-1112
 www.ledam.com

OLISSON
 2111 West Broadway
 Vancouver, BC V6B 1W8
 Tel: 604-681-1111
 Fax: 604-681-1112
 www.olisson.com

FOOTING & FOUNDATION PERMIT
 August 28, 2018

Project No. 18-00000000
 Permit No. 18-00000000
 Project Name: [REDACTED]

DESIGNED BY: [REDACTED]
 CHECKED BY: [REDACTED]
 DRAWN BY: [REDACTED]

C4.0

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

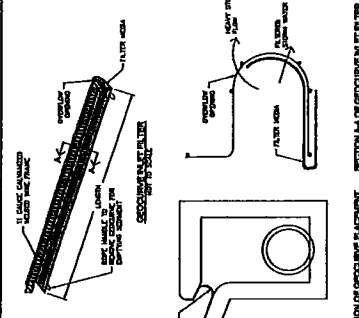
CARSON
Civil Engineering
10000 Old Dominion Road
Suite 100
Richmond, VA 23234

COLLECTIVE
10000 Old Dominion Road
Suite 100
Richmond, VA 23234

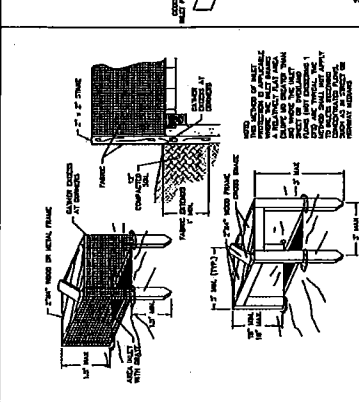
TETRAD
10000 Old Dominion Road
Suite 100
Richmond, VA 23234

ISOADRY
10000 Old Dominion Road
Suite 100
Richmond, VA 23234


CISSON
10000 Old Dominion Road
Suite 100
Richmond, VA 23234




SECTIONAL ELEVATION OF PROTECTION DETAIL 101
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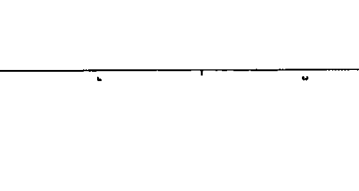
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SECTIONAL ELEVATION OF PROTECTION DETAIL 103
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SECTIONAL ELEVATION OF PROTECTION DETAIL 104
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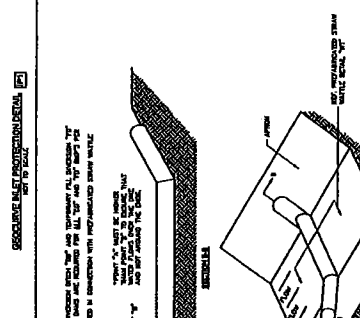
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NOTES:

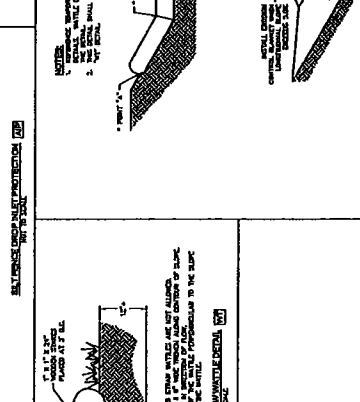
1. ALL WALLS SHALL BE CONSTRUCTED WITH REINFORCED CONCRETE.
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PROVISIONS

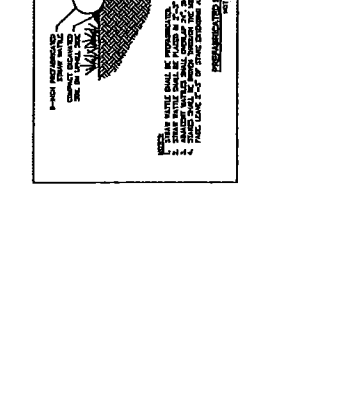
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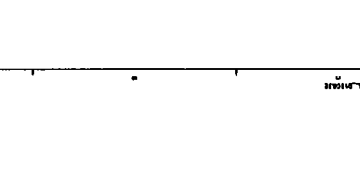
SECTIONAL ELEVATION OF PROTECTION DETAIL 107
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SECTIONAL ELEVATION OF PROTECTION DETAIL 108
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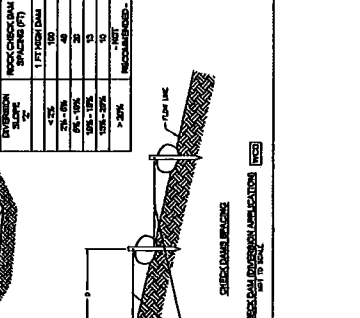
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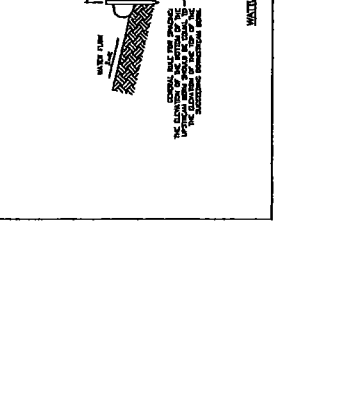
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SECTIONAL ELEVATION OF PROTECTION DETAIL 111
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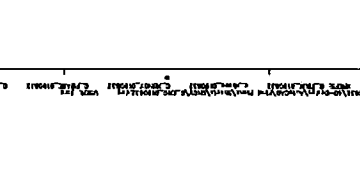
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SECTIONAL ELEVATION OF PROTECTION DETAIL 114
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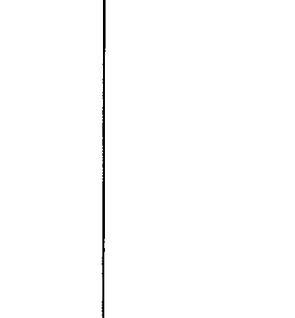
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TOP OF WALL

NOTES:

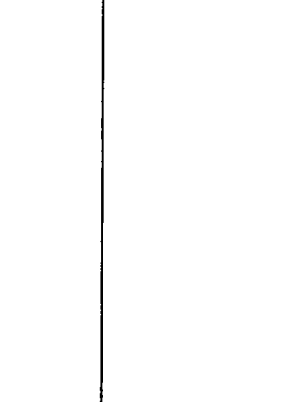
1. ALL WALLS SHALL BE CONSTRUCTED WITH REINFORCED CONCRETE.
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PROVISIONS

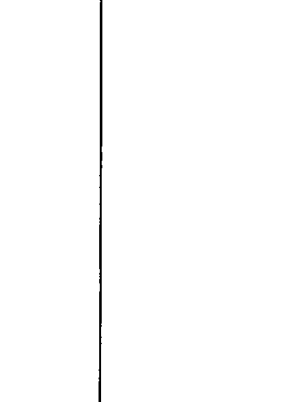
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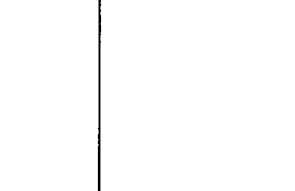
SECTIONAL ELEVATION OF PROTECTION DETAIL 116
TOP OF WALL



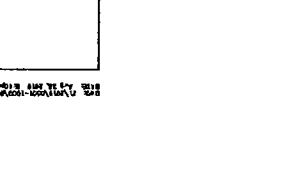
SECTIONAL ELEVATION OF PROTECTION DETAIL 117
TOP OF WALL



SECTIONAL ELEVATION OF PROTECTION DETAIL 118
TOP OF WALL



SECTIONAL ELEVATION OF PROTECTION DETAIL 119
TOP OF WALL



SECTIONAL ELEVATION OF PROTECTION DETAIL 120
TOP OF WALL

NOTES:

1. ALL WALLS SHALL BE CONSTRUCTED WITH REINFORCED CONCRETE.
2. ALL WALLS SHALL BE CONSTRUCTED WITH REINFORCED CONCRETE.
3. ALL WALLS SHALL BE CONSTRUCTED WITH REINFORCED CONCRETE.

FOOTING & FOUNDATION PERMIT
August 28, 2019

PROJECT NO. 19-082477
 DRAWING NO. C4.3
 SHEET NO. 17 OF 19

C4.3

19-082477-FOOTING & FOUNDATION PERMIT - C4.3 - SHEET 17 OF 19

CARSON
Civil and Mechanical
10011 13th Street, Suite 100
Houston, TX 77036

COLDFOOT
FOUNDATION
21001 Katy Road
Houston, TX 77058

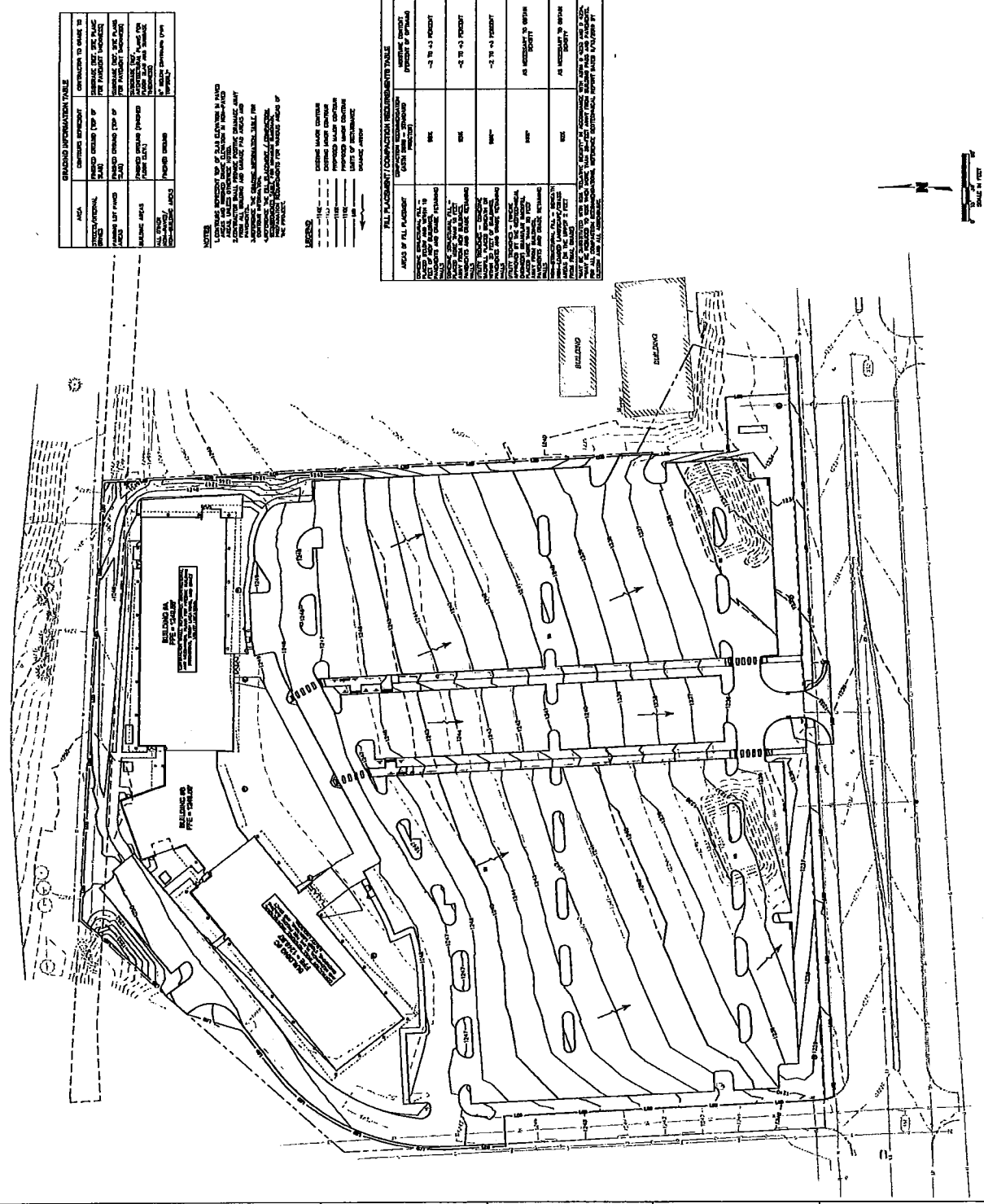
TETRAD
STRUCTURAL
10011 13th Street, Suite 100
Houston, TX 77036

ROADWY
10011 13th Street, Suite 100
Houston, TX 77036

CISSOTT
10011 13th Street, Suite 100
Houston, TX 77036

FOOTING & FOUNDATION PERMIT
August 28, 2019

PROJECT:
PREPARED BY:
DATE:
DRAWN BY:
CHECKED BY:
APPROVED BY:
SCALE: AS SHOWN



GROUND INFORMATION TABLE	
AREA	CONTRIBUTOR TO BUREAU OF GEOTECHNICAL ENGINEERING
DATE	2019.08.28
PROJECT	Footing & Foundation Permit
NO. OF TESTS	3
TEST TYPE	Standard Penetration Test (SPT)
TEST RESULTS	See Report
TEST LOCATION	See Report
TEST DEPTH	See Report
TEST INTERVAL	See Report
TEST METHOD	See Report
TEST EQUIPMENT	See Report
TEST OPERATOR	See Report
TEST WITNESS	See Report
TEST REPORT NO.	See Report
TEST REPORT DATE	See Report

NOTES:

- ALL FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS PERMIT AND THE APPROPRIATE CODES AND REGULATIONS.
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AREA OF ALL PLACEMENT	FOUNDATION REQUIREMENTS	MINIMUM DEPTH	MINIMUM WIDTH
ALL FOUNDATIONS	MINIMUM DEPTH	3'-0" TO 3'-6" DEPTH	
ALL FOUNDATIONS	MINIMUM WIDTH	3'-0" TO 3'-6" DEPTH	
ALL FOUNDATIONS	MINIMUM WIDTH	3'-0" TO 3'-6" DEPTH	
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ALL FOUNDATIONS	MINIMUM WIDTH	3'-0" TO 3'-6" DEPTH	
ALL FOUNDATIONS	MINIMUM WIDTH	3'-0" TO 3'-6" DEPTH	

SEE REPORT NO. 19082477 FOR FOUNDATION ANALYSIS AND DESIGN.

DWG: F:\2019\0501-1000\019-0832\40-Design\Exhibits\19-09-03_OIL TRUCK TURN EXHIBIT.dwg

PROJECT NO: 019-0832
 DRAWN BY: EW
 DATE: 09/03/19

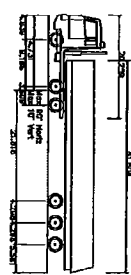
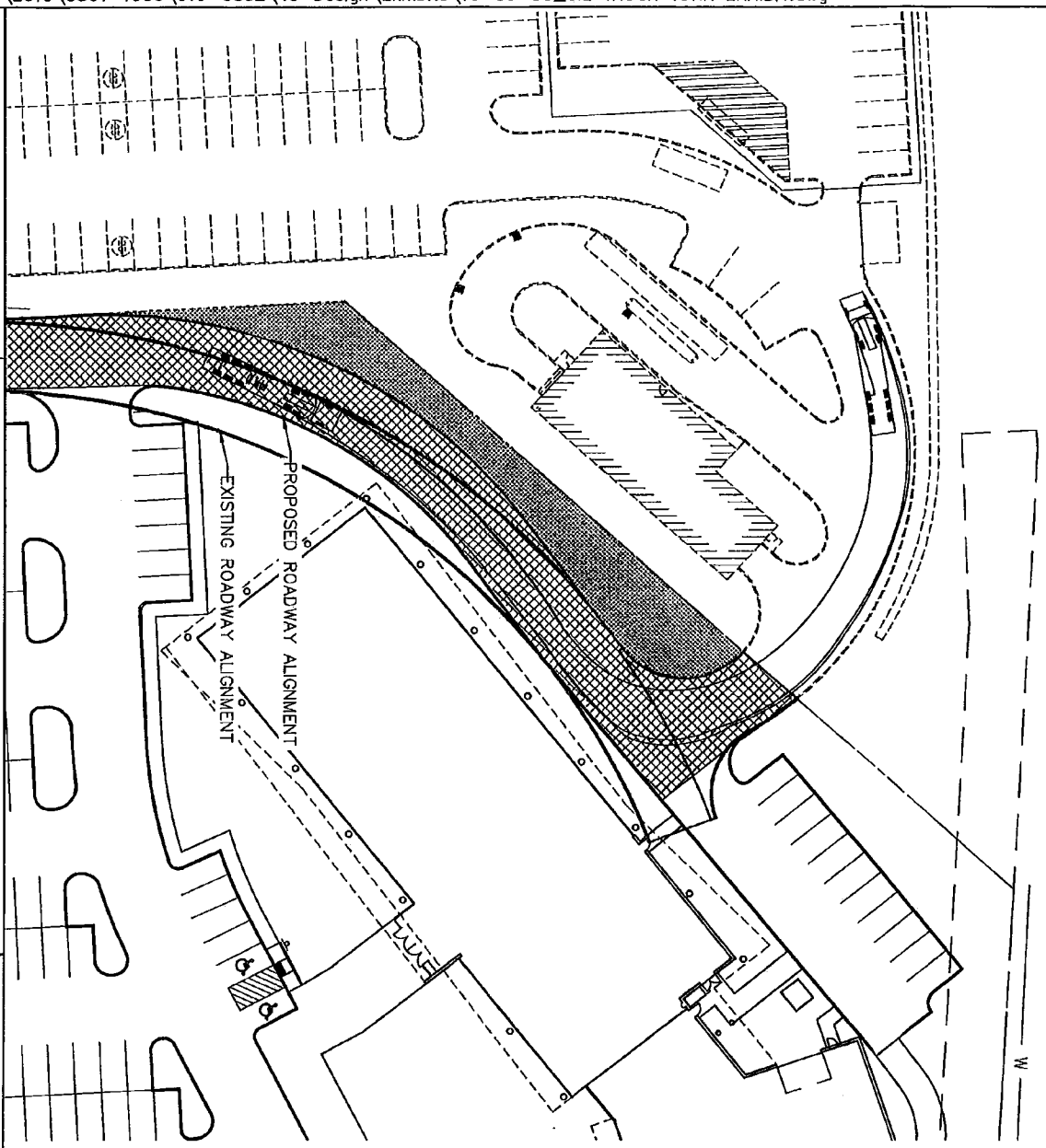
VEHICLE TURNING EXHIBIT

olsson

2111 South 67th Street,
 Suite 200
 Omaha, NE 68106
 TEL: 402.541.1116

EXHIBIT

1



FULL SIZED OIL TANKER

Oil Tanker
 Overall Length 50'-7.50ft
 Overall Body Height 11'-9.00ft
 Min. Body Ground Clearance 1'-0.00ft
 Lock-to-lock Turns 2'-0.00ft
 Curb to Curb Turning Radius 21'-3.25ft

EXHIBIT "B"