

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2016-13500

06/10/2016 3:14:36 PM

Lloyd J. Dowding

REGISTER OF DEEDS

COUNTER	<i>ah</i>	C.E.	<i>ah</i>
VERIFY	<i>ah</i>	D.E.	<i>ah</i>
PROOF			
FEE \$			<i>82.00</i>
CHECK #	<i>100</i>	CASH	
CHG		CREDIT	
REFUND		NCR	
SHORT			



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, # 1230

PAPILLION, NE 68046-2842

402-593-5773

A

R.R.

After Recording Return to:
Elizabeth Sevcik
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, L.L.C.
2120 S 72 Street, Suite 1200
Omaha, NE 68124-2356

**AMENDMENT TO GRANT OF COMMON DRIVE
EASEMENT AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Amendment of Common Drive Easement and Declaration of Covenants, Conditions, and Restrictions (herein "Amendment") is made effective this 7th day of June, 2016, by GARY L. AND DEBORAH A. PINK, PINK INVESTMENTS, LLC, a Nebraska limited liability corporation, JEREMY L. FRITZ, JEFFREY F. FRITZ, and JULIE A. BAASCH (collectively the "Owners"), and GDP2 ASSOCIATION, a Nebraska non-profit corporation (herein "Association").

RECITALS

- A. Jeremy L. Fritz, Jeffrey F. Fritz and Julie A. Baasch are the owners of Lot 1, Gary & Debbie Pink No. 2, a subdivision in Sarpy County, Nebraska.
- B. Gary L. and Deborah A. Pink, and Pink Investments, LLC, are the owners of Lot 2, Gary and Debbie Pink No. 2 a subdivision, Tax Lot 14 in Section 19, Township 14, Range 12, and Tax Lot 8 in Section 18, Township 14, Range 12, each in Sarpy County, Nebraska, which have been replatted as Lots 1, 2, 3, and 4, Gary & Debbie Pink No. 3, a subdivision in Sarpy County, Nebraska.
- C. Pursuant to Section 3.5 of the Common Drive Easement and Declaration of Covenants, Conditions, and Restrictions recorded as Instrument No. 2010-37259 in

the Sarpy County Register of Deeds Office (the "Declaration"), Pink Investments, LLC has the right to grant an additional easement as stated therein.

D. Pink Investments, LLC desires to exercise its rights under Section 3.5 of the Declaration, and the Owners desire to amend certain typographical errors in the Declaration and make certain modifications to the Declaration as required by the City of La Vista.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any capitalized term not defined herein shall have the meaning ascribed to it in the Declaration.

2. The Owners are all of the current record owners of the properties which are subject to the Declaration.

3. Pink Investments, LLC hereby grants an easement to the Owners and the Association pursuant to the Declaration and extends the East Drive as shown on Exhibit A attached hereto and incorporated herein by this reference. A description of the Extension is provided on Exhibit A. The Extension shall now be considered a part of the Common Drive Easement and the East Drive under the Declaration.

4. The City of La Vista has required an easement area of 35 feet for the East Drive and West Drive, the easement area for the East Drive and West Drive shall be increased to 35 feet as shown on Exhibit A, and the Declaration is modified accordingly to account for the same.

5. The City of La Vista has required that the Declaration address the shared private sanitary sewer both previously constructed and to be constructed within the Common Drive Easement as well as the shared private storm sewer both previously constructed and to be constructed. Accordingly, the Declaration is hereby amended to add the following provisions:

Section 1.22. "Shared Sanitary Sewer" shall mean the shared private sanitary sewer constructed within the Common Drive Easement.

Section 1.23. "Shared Storm Sewer" shall mean the shared private storm sewer running along the northern portions of Lots 1, 2, and 3, Gary & Debbie Pink No. 3, along with the additional storm sewer leg running North/South through Lot 2, Gary and Debbie

C

Pink No. 3 and creating an inlet for the roadway, as shown on Exhibit to Section 1.23 attached hereto and incorporated herein by this reference..

Section 3.1.e. Shared Sanitary Sewer. A nonexclusive easement for installation, use, repair, replacement and maintenance of the Shared Sanitary Sewer within the Common Drive Easement.

Section 3.1.f. Shared Storm Sewer. A nonexclusive easement for installation, use, repair, replacement and maintenance of the Shared Storm Sewer for the benefit of Lots 1, 2 and 3 of Gary & Debbie Pink No. 3, and the Common Drive Easement.

Section 3.6.a.v. Not later than November 30, 2016, Pinks shall install the portion of the Shared Sanitary Sewer Easement running along the East Drive, and the new leg of the Shared Storm Sewer Easement running across Lot 2, Gary & Debbie Pink No. 3 providing an inlet for the roadway and connecting to the existing portion of the Shared Storm Sewer. Pinks shall install the improvements contemplated in this subsection at Pinks' sole cost expense, provided however, after installation, Pinks shall not be responsible for the costs of repair, replacement and maintenance of the improvements except to the extent and only to the extent they are an Owner of a Lot and assessed the Lot's proportionate share of Common Expenses as such. After installation of the foregoing improvements, all costs of repair, replacement and maintenance of the Shared Sanitary Sewer shall be shared as a Common Expense among all Owners, and all costs of repair, replacement and maintenance of the Shared Storm Sewer shall be shared as a Common Expense of the Owners of Lots 1, 2, and 3, Gary & Debbie Pink No. 3, only.

Section 5.3.d. Notwithstanding anything contained herein to the contrary, the Common Expenses attributable to the Shared Storm Sewer shall be equally shared by Lots 1, 2, and 3, Gary & Debbie Pink No. 3, and those Lots only.

6. Section 5.1 is amended to include the Shared Sanitary Sewer and Shared Storm Sewer in its maintenance and operation responsibilities.

7. Section 5.3 shall be amended to include apportionment of Common Expenses related to the Shared Sanitary Sewer in the same manner as those related to the corresponding sections of the road known as the Giles Road Connection, the East Drive and the West Drive.

8. Any other rights, obligations or remedies set forth in the Declaration with respect to the roadway and/or the Common Easement Drive, which are necessary and/or beneficial to the

installation, repair, replacement or maintenance of the Shared Sanitary Sewer and/or Shared Storm Sewer and which are not otherwise specifically addressed in this Amendment, shall apply equally to the Shared Sanitary Sewer, including but not limited to the easements granted to the Association in Section 3.2 and 3.3, and the rights, obligations and remedies in Section 5.4 and 6.

9. Section 3.1.b. is hereby amended and replaced as follows:

b. Parking. No on-street parking of any nature will be permitted on the Giles Road Connection, the West Drive, or the East Drive, which comprise the shared private roadway.

10. The parties make the following typographical corrections:

a. The reference in Section 1.6 to "Section 5.2(a)" is corrected to refer to Section 5.2

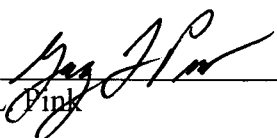
b. The references to "Section 3.5(a)" in Section 3.6, Section 5.1, and Section 7 are corrected to refer to "Section 3.6(a)."

c. The references to "Section 3.5(c)" in Section 4.1 are corrected to refer to "Section 3.6(c)."

d. The partial sentence "If a Lot" at the end of the first paragraph of Section 5.3 is hereby deleted.


11. Pinks do hereby grant, convey, and quitclaim an easement for a storm sewer over and across Lots 1, 2, and 3, Gary & Debbie Pink No. 3 as shown on Exhibit B for the benefit Lots 1, 2 and 3 of Gary & Debbie Pink No. 3, the Common Drive Easement, and the Association.

12. Except as provided herein, the Declaration shall remain in full force and effect without modification.



Gary L. Pink

Pink Investments, LLC

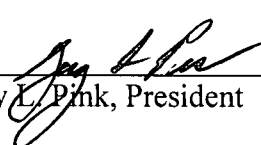


Deborah A. Pink

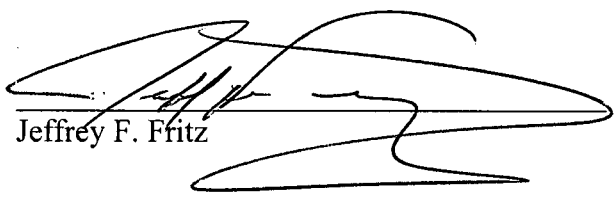
GDP2 Association

By: 

Gary L. Pink, Manager

By: 

Gary L. Pink, President


Jeffrey F. Fritz

Julie A. Baasch

Jeremy L. Fritz

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Gary L. Pink, Manager of Pink Investments, LLC, on behalf of said limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Gary L. Pink, President of GDP2 Association, on behalf of said association.

Notary Public

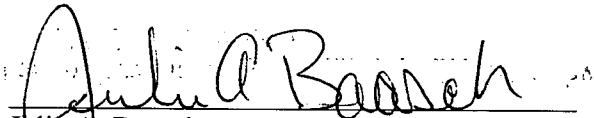
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Gary L. Pink.

Notary Public

F

Jeffrey F. Fritz



Julie A. Baasch

Jeremy L. Fritz

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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Notary Public

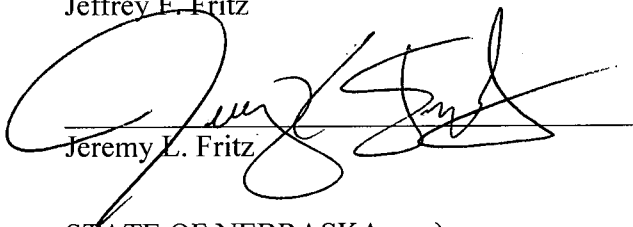
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Gary L. Pink.

Notary Public

Jeffrey E. Fritz

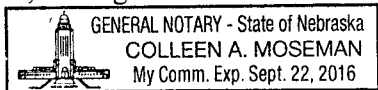
Julie A. Baasch



Jeremy L. Fritz

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

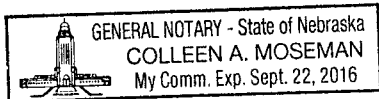
The foregoing instrument was acknowledged before me on June 7, 2016, by Gary L. Pink, Manager of Pink Investments, LLC, on behalf of said limited liability company.



Colleen A Moseman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

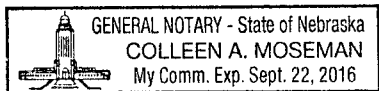
The foregoing instrument was acknowledged before me on June 7, 2016, by Gary L. Pink, President of GDP2 Association, on behalf of said association.



Colleen A Moseman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

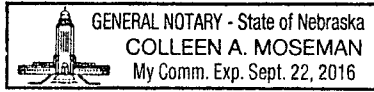
The foregoing instrument was acknowledged before me on June 7, 2016, by Gary L. Pink.



Colleen A Moseman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

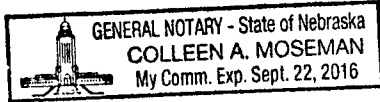
The foregoing instrument was acknowledged before me on June 7, 2016, by Deborah Pink.



Colleen A Moseman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 14, 2016, by Jeffrey F. Fritz.



Colleen A Moseman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Julie A. Baasch.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Jeremy L. Fritz.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Deborah Pink.

Notary Public

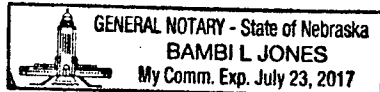
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Jeffrey F. Fritz.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 15th, 2016, by Julie A. Baasch.



Bambi L. Jones
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Jeremy L. Fritz.

Notary Public

5

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Deborah Pink.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Jeffrey F. Fritz.

Notary Public

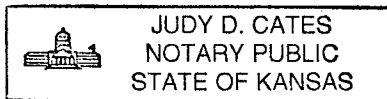
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Julie A. Baasch.

Notary Public

^{Kansas}
STATE OF ~~NEBRASKA~~)
) ss.
COUNTY OF DOUGLAS)

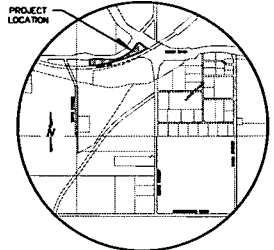
The foregoing instrument was acknowledged before me on March 18, 2016, by Jeremy L. Fritz.



Judy D. Cates
Notary Public

2016-125007

EXHIBIT B

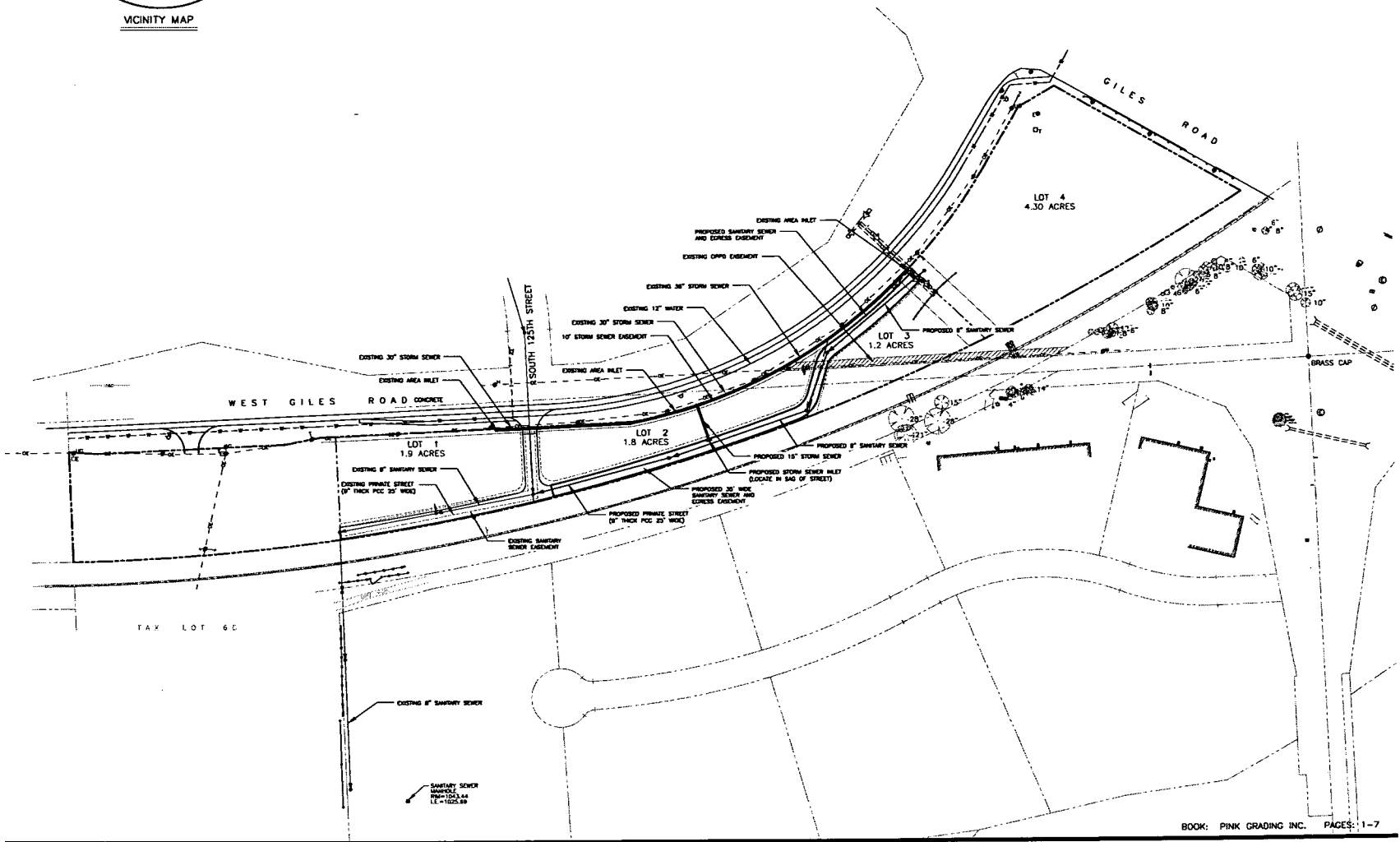


VICINITY MAP

GARY & DEBBIE PINK NO. 3

LOTS 1 THROUGH 4, INCLUSIVE

BEING A REPLATTING OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH A PLATTING OF TAX LOT 14 LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 18, T14N, R12E AND TAX LOT 8 LYING IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SASSY COUNTY, NEBRASKA.



BOOK: PINK GRADING INC. PAGES: 1-7



thompson, dressen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p-402.330.8960 www.td2oa.com

Client Name
Gary and Debbie Pink No. 3

Client Name
Pink Investments, LLC

Professional Seal

Revision Dates

No.	Description	MM/DD/YY
1	Address/Location Comments	1-2-16
2		
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Drawn By: JJP Reviewed By: DAJ
Job No: 1042-120 Date: 1-4-16

Sheet Title
Private Improvements

Sheet Number

Exhibit "D"