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**FIRST AMENDMENT TO CONSTRUCTION,
OPERATION AND RECIPROCAL EASEMENT AGREEMENT**

4th
2/3/2015

THIS FIRST AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (this "First Amendment") is made this 4th day of Dec, 2014, by and among the parties listed on Schedule 1 attached hereto and made a part hereof (collectively, "Developer"), and COSTCO WHOLESALE CORPORATION, a Washington corporation ("Costco"; Costco and Developer are together referred to herein as the "Parties").

RECITALS:

WHEREAS, pursuant to that certain instrument entitled Construction, Operation and Reciprocal Easement Agreement dated July 12, 2007, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, as Instrument No. 2007081387 (the "REA"), the Parties imposed certain conditions, covenants, easements and restrictions against the Developer Parcels;

WHEREAS, pursuant to Section 12.8 of the REA, the Parties desire to amend the REA as set forth herein, to provide for the development and operation of, and which shall be effective and recorded against, the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, the Parties desire to amend the Proposed Replat Map attached to the REA to reflect the reconfiguration of the Developer Parcels and Costco's quitclaim of a portion of the Costco Parcel to Developer (the "Quitclaim Parcel") for the purposes of providing access to the Project from the publicly dedicated street known as Burt Street to the north in, over and across the Quitclaim Parcel (the "New Access Point");

WHEREAS, the Parties desire to amend the Common Area Plan and Site Plan attached to the REA to reflect: (i) the New Access Point, (ii) the new Access Drive (the "New Access Drive") that will be constructed as a result of the addition of the New Access Point, and (iii) the deletion of any reference to the construction of the street identified as 125th Street on the

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Proposed Replat Map originally attached to the REA (which area has been designated as a jurisdictional waterway of the United States, thereby making it illegal and impossible to construct such street); and

WHEREAS, the Parties desire to amend the REA to provide Developer with a construction easement over portions of the Costco Parcel for the purpose of constructing the New Access Drive.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties hereby amend the REA as follows:

1. Definitions. All capitalized terms used in this First Amendment shall have the meanings set forth in the REA except as otherwise defined herein.
2. Amendment to the Proposed Replat Map. The Proposed Replat Map attached to the REA as Exhibit "A-2" is deleted in its entirety and replaced with the Proposed Replat Map attached hereto as Exhibit "A-2".
3. Amendment to Exhibit A-3. The legal descriptions of Developer Parcels attached to the REA as Exhibit "A-3" is deleted in its entirety and replaced with the legal descriptions attached hereto as Exhibit "A-3".
4. Amendment to the Common Area Plan. The Common Area Plan attached to the REA as Exhibit "B-1" is deleted in its entirety and replaced with the Common Area Plan attached hereto as Exhibit "B-1".
5. Amendment to the Site Plan. The Site Plan attached to the REA as Exhibit "B-2" is deleted in its entirety and replaced with the Site Plan attached hereto as Exhibit "B-2".
6. Amendment to the Prohibited Staging Areas Exhibit. The Prohibited Staging Areas exhibit attached to the REA as Exhibit "D" is deleted in its entirety and replaced with the Prohibited Staging Areas attached hereto as Exhibit "D".
7. Amendment to the Costco Storm Water Plan. The Costco Storm Water Plan attached to the REA as Exhibit "E-1" is deleted in its entirety and replaced with the Costco Storm Water Plan attached hereto as Exhibit "E-1".
8. Amendment to Recital A. Recital A of the REA is hereby revised by deleting that portion of Recital A which reads "(ii) those certain proposed lots designated as Phase II/Lot 7, Phase II/Lot 1, Replat 1, and Phase II/Lot 3 on the proposed subdivision plat attached hereto as Exhibit "A-2" and incorporated herein by this reference (the "Proposed Replat Map") with the following:

“(ii) those certain proposed lots designated as Phase II/Lot 7, Phase II/Lot 1, Replat 1 , Phase II/Lot 3, Phase II/Lot 4, and Phase II/Lot 5 on the proposed subdivision plat attached hereto as Exhibit “A-2” and incorporated herein by this reference (the “Proposed Replat Map”).

9. Amendment to Section 1.1(dd). Section 1.1(dd) of the REA is hereby deleted in its entirety and replaced with the following:

“(dd) “**Phase II/Lot 7**” shall mean that portion of Developer’s Parcel designated as “Phase II/Lot 7 on the Proposed Replat Map.”

10. Amendment to Section 1.1(ee). Section 1.1(ee) of the REA is hereby deleted in its entirety and replaced with the following:

“(ee) “**Phase II/Lot 1, Replat 1** ” shall mean that portion of Developer’s Parcel designated as “Phase II/Lot 1, Replat 1 on the Proposed Replat Map.”

11. Amendment to Section 1.1(ff). Section 1.1(ff) of the REA is hereby deleted in its entirety and replaced with the following:

“(ff) “**Phase II/Lot 3**” shall mean that portion of Developer’s Parcel designated as “Phase II/Lot 3 on the Proposed Replat Map.”

12. Amendment to Section 1.1(hh). Section 1.1(hh) of the REA is hereby deleted in its entirety and replaced with the following:

“(hh) “**Proposed Replat Map**” is defined in Recital A. The final replat map for that portion of Developer’s Parcel that is the subject of the Proposed Replat Map may not deviate in any respect from the Proposed Replat Map if such deviation (i) affects (A) any lot designation for Phase II/Lot 7, Phase II/Lot 1, Replat 1 , Phase II/Lot 3, Phase II/Lot 4, or Phase II/Lot 5 or (B) results in any change in the boundaries of Phase II/Lot 7, Phase II/Lot 1, Replat 1 , Phase II/Lot 3, Phase II/Lot 4, or Phase II/Lot 5, or (ii) conflicts in any way with the Site Plan.”

13. Additions to Section 1.1. The following definitions shall be added to the REA as subsections 1.1(pp) and 1.1(qq), respectively:

“(pp) “**Phase II/Lot 4**” shall mean that portion of Developer’s Parcel designated as “Phase II/Lot 4” on the Proposed Replat Map.”

“(qq) “**Phase II/Lot 5**” shall mean that portion of Developer’s Parcel designated as “Phase II/Lot 5” on the Proposed Replat Map.”

14. Amendment to Section 2.2. Section 2.2 of the REA is hereby deleted in its entirety and replaced with the following:

“2.2 **Developer Construction.** Prior to the use or occupancy of any Building on the Developer Parcels, excluding Phase I/Lot 2, Developer shall, at no cost or expense to Costco, construct or cause to be constructed, the Developer Access Drive, New Access Point and New Access Drive identified on the Common Area Plan. Costco shall have review and consent rights in the event that the Developer Access Drive, New Access Point and/or New Access Drive identified on the Common Area Plan are materially modified, which consent may be withheld, conditioned or provided in Costco’s reasonable discretion.”

15. Amendment to Section 3.1(a). Section 3.1(a) of the REA is hereby deleted in its entirety and replaced with the following:

“(a) **Access Easement.** Each Parcel and Owner shall have nonexclusive easements in, to, over and across the Access Drives on each other Owner’s Parcel for vehicular (including service vehicles) and pedestrian ingress and egress, and access and the right of access between the public streets adjacent to the Project and each Owner’s Parcel. In furtherance of the foregoing, Developer shall be entitled to construct (i) one (1) curb cut from Phase II/Lot 3 onto the Costco Main Access Drive and one (1) curb cut from Phase II/Lot 5 onto the Costco Main Access Drive, in the locations depicted on the Site Plan, and (ii) two (2) curb cuts from Phase I/Lot 2 onto the Costco Secondary Access Drive in the locations depicted on the Site Plan.”

16. Amendment to Section 3.1(b)(ii). Section 3.1(b)(ii) of the REA is hereby revised by deleting those portions of Section 3.1(b)(ii) which read: “Phase II/Lot 7, Phase II/Lot 1, Replat 1 and Phase II/Lot 3” and replacing the same with: “Developer Parcels”.

17. Costco shall have the right, but not the obligation, to install a new access curb cut from the Costco Parcel to the New Access Drive, in a location to be determined by Costco.

18. Amendment to Section 3.1(b)(iv). Section 3.1(b)(iv) of the REA is hereby revised by deleting the portion of Section 3.1(b)(iv) which reads: “the Owner of Phase II/Lot 3” and replacing the same with: “the Owner of Phase II/Lot 3, the Owner of Phase II/Lot 4, and the Owner of Phase II/Lot 5”.

19. Addition of Subsection 3.1(e). The following shall be added as Subsection 3.1(e) of the REA:

“(e) **New Access Drive and Temporary Construction Easement.** Costco agrees to grant to Developer and its contractors, a nonexclusive temporary construction easement in, to, over and across the “Temporary Construction Easement”, in the location reflected on the exhibit attached

hereto as Exhibit "F" (which area does not include any paved surfaces on the Costco Parcel), for the purposes of the initial construction of the New Access Drive This temporary easement shall be upon terms and conditions of a written temporary construction easement to be approved by Costco, in its reasonable discretion.

20. The construction, operation, maintenance, repair or replacement of the New Access Drive, Developer Access Drive and New Access Point shall be at no cost to Costco.

21. Pursuant to Article 6 of the REA, Developer, (or, if applicable, the Operator, pursuant to Section 6.5 of the REA) shall be responsible for the operation, maintenance, repair or replacement of the New Access Drive, Developer Access Drive and New Access Point.

22. Amendment to Section 4.1(b)(iii). Section 4.1(b)(iii) of the REA is hereby revised by deleting that portion of Section 4.1(b)(iii) which reads: "Phase II/Lot 7, Phase II/Lot 1, Replat 1 or Phase II/Lot 3" and replacing the same with: "Developer Parcels". In addition, Section 4.1(b)(iii) of the REA is hereby revised by deleting that portion of Section 4.1(b)(iii) which reads: "Phase II/Lot 7, Phase II/Lot 1, Replat 1 and/or Phase II/Lot 3" and replacing the same with: "Developer Parcels".

23. Amendment to Section 4.4. Section 4.4 of the REA is hereby deleted in its entirety and replaced with the following:

4.4 **Building Height Limitations**. The heights of the buildings or structures on Phase I/Lot 2 shall not exceed twenty-five (25) feet in height or contain more than one (1) story. The heights of the buildings or structures on Phase II/Lot 3, Phase II/Lot 4, and Phase II/Lot 5, as replatted per the Proposed Replat Map, shall not exceed the following heights:

Phase II/Lot 3: maximum height of fifty-four feet (54'), measured as the vertical distance from 1150' [the proposed finished-grade elevation] to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the average height between eaves and ridge for a gable, hip, shed or gambrel roof.

Phase II/Lot 4: maximum height of thirty-five feet (35'), measured as the vertical distance from 1160' [the proposed finished-grade elevation] to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the average height between eaves and ridge for a gable, hip, shed or gambrel roof.

Phase II/Lot 5: maximum height of thirty-five feet (35'), measured as the vertical distance from 1160'[the proposed finished-grade elevation] to the highest point of the coping of a flat roof, to the deck line of a mansard

roof, or to the average height between eaves and ridge for a gable, hip, shed or gambrel roof.

24. Deletion of Section 4.7. Section 4.7 of the REA is hereby deleted in its entirety.

25. Amendment to Section 5.1(s). Section 5.1(s) of the REA is hereby revised by deleting that portion of Section 5.1(s) which reads “(ii) business office use shall be permitted on Phase I/Lot 1, Phase II/Lot 7 and Phase II/Lot 3” with the following:

“(ii) business office use shall be permitted on Phase I/Lot 1, Phase II/Lot 7, Phase II/Lot 3, Phase II/Lot 4, and Phase II/Lot 5”.

26. Amendment to Section 12.24. The following shall be added to Section 12.24 of the REA:

“Exhibit “F” - New Access Drive Easement Area”.

27. No Other Amendment. Except as specifically set forth herein, the REA shall remain in full force and effect.

28. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[Remainder of page left intentionally blank; execution page follows.]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment on the day and year first above written.

COSTCO:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: Gail E. Tsuboi
Name: Gail E. Tsuboi
Its: Assistant Secretary

STATE OF Washington)
COUNTY OF King)ss.

The foregoing instrument was acknowledged before me on this 4th day of December, 2014, by Gail E. Tsuboi, Assistant Secretary of Costco Wholesale Corporation, a Washington corporation, on behalf of said corporation.

Laurie Danette Cruz
Notary Public, Laurie Danette Cruz
State of Washington, King County
Commission Expires 02-19-2017



Imprinted Seal

DEVELOPER:

Cynthia Schneider

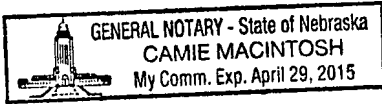
Cynthia Schneider, as Trustee of the Cynthia Schneider (Grantor) Amended and Restated Revocable Trust of 2000, executed June 29, 2000

STATE OF Nebraska)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on this 17th day of December, 2013, by Cynthia Schneider, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of the same as Trustee of the Cynthia Schneider (Grantor) Amended and Restated Revocable Trust of 2000, executed June 29, 2000.

Camie Macintosh

Notary Public



Schedule 1

Parties Comprising Developer

- (1) Four B Ranch, LLC, a Nebraska limited liability company (owns 25% TIC interest in the Developer Parcel);
- (2) Cynthia Schneider, Trustee of the Cynthia Schneider Amended and Restated Revocable Trust of 2000, executed June 29, 2000, as the same may have been subsequently amended, restated or substituted (owns 25% TIC interest in the Developer Parcel);
- (3) Sylvia Cohn, Trustee of the Sylvia Cohn Amended and Restated Revocable Trust of 1999, executed June 10, 1999, as the same may have been subsequently amended, restated or substituted (owns 25% TIC interest in the Developer Parcel); and
- (4) Blumkin Family Limited Partnership, a Nebraska limited partnership (owns 25% TIC interest in the Developer Parcel).

59-05683

Exhibit "A"
Legal Description

Lots 1 and 2, inclusive, Phase I, and Lots 3 though 5, inclusive, Lot 7, and Outlot A1, Phase II, all in Candlewood Hills, an addition to the City of Omaha, Douglas County, Nebraska; and Lot 1, Candlewood Hills Replat 1, Phase II, an addition to the City of Omaha, Douglas County, Nebraska.

59-05684

Exhibit "A-2"
Proposed Replat Map

Attached.

PROJECT NO: 012-1773
 DRAWN BY: KLU
 DATE: 12/15/2014

REPLAT MAP

OLSSON
 ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68116
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
A-2



Exhibit "A-3"

Legal Description of Developer Parcels

Lots 3 through 5, inclusive, Lot 7, and Outlot A1, Phase II, Candlewood Hills, an addition to the City of Omaha, Douglas County, Nebraska; and Lot 1, Candlewood Hills Replat 1, Phase II, an addition to the City of Omaha, Douglas County, Nebraska.

59-05683

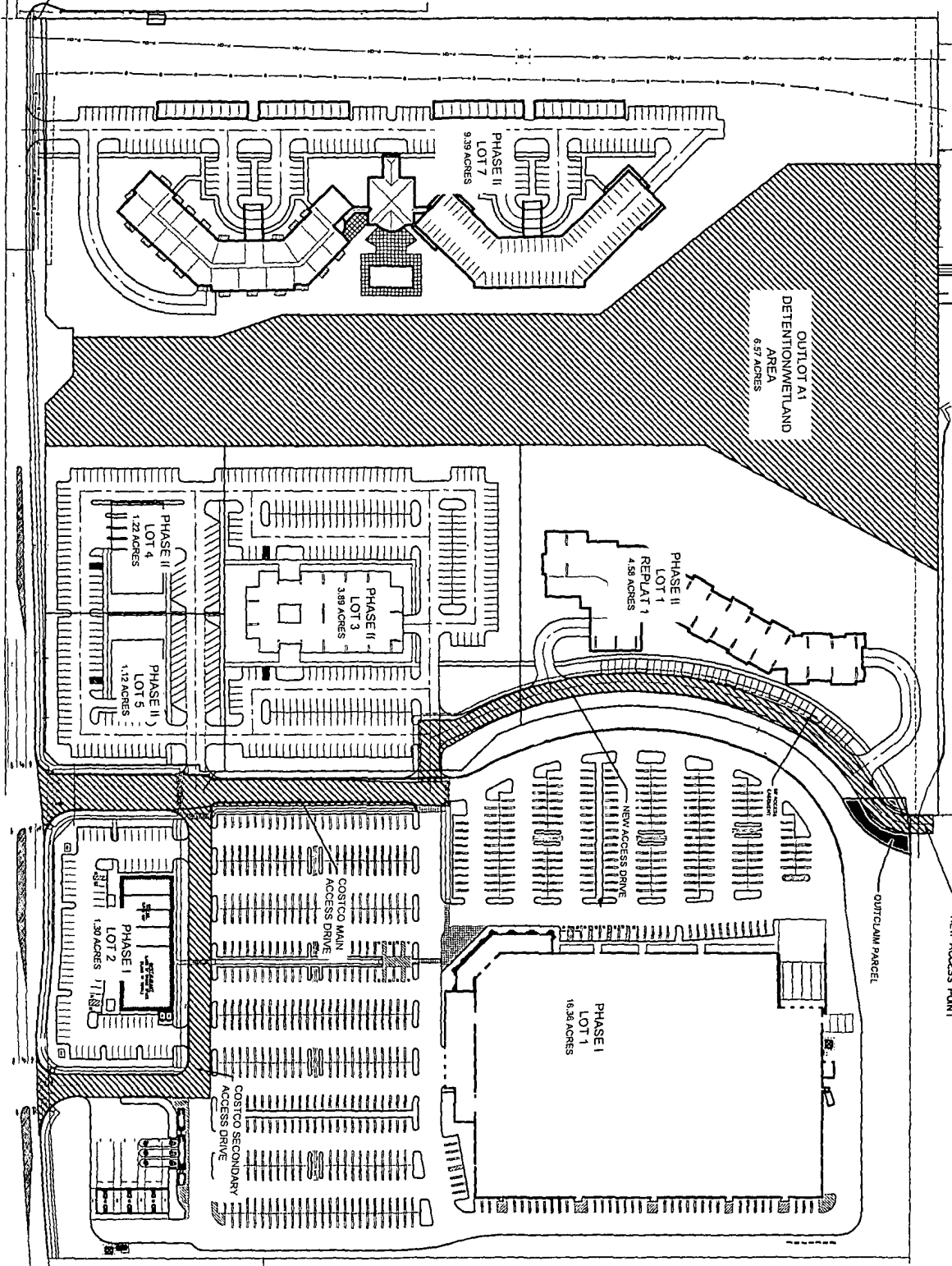
59-05684

Exhibit "B-1"
Common Area Plan

Attached.

PROJECT NO: 012-1773
 DRAWN BY: KLU
 DATE: 12/15/2014

COMMON AREA PLAN



MOLSSON
 ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68105
 TEL 402.341.1116
 FAX 402.341.5895

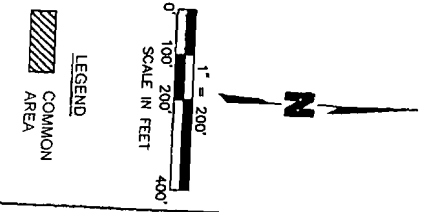
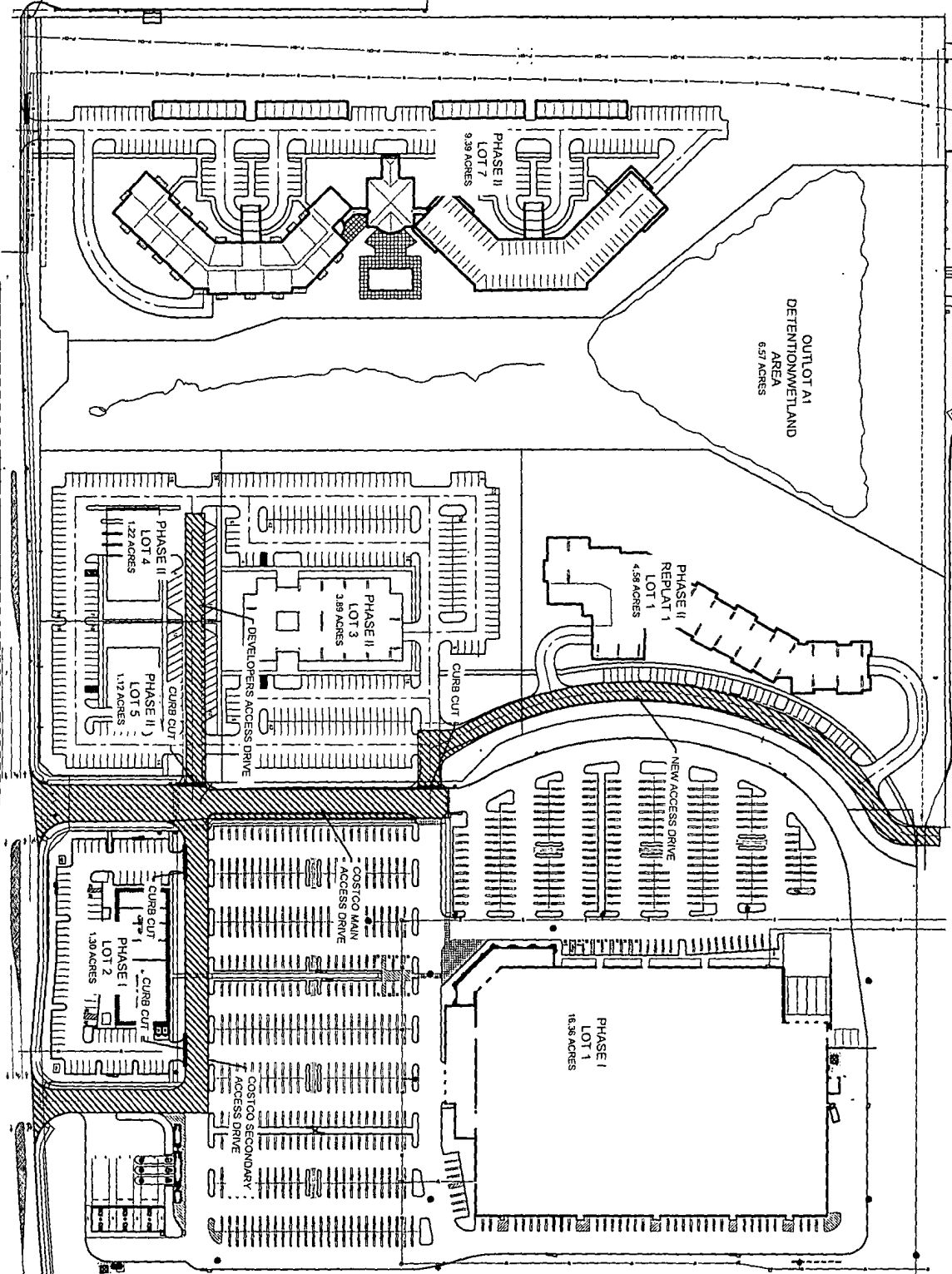


EXHIBIT
 B-1

Exhibit "B-2"
Site Plan

Attached.

PROJECT NO: 012-1773
DRAWN BY: KLU
DATE: 12/15/2014



SITE PLAN

MOLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

LEGEND
ACCESS DRIVES

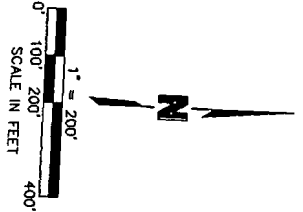


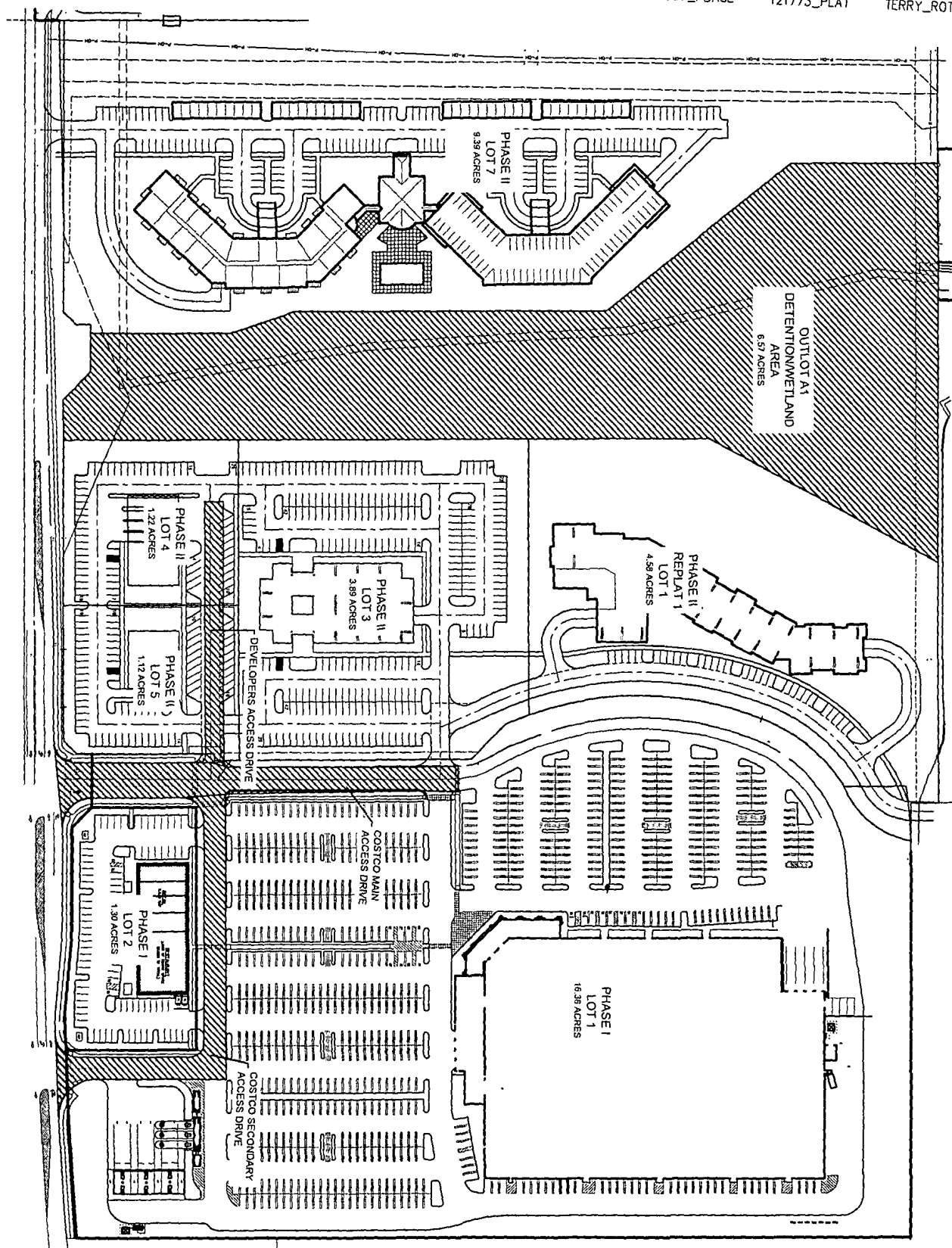
EXHIBIT
B-2

Exhibit "D"
Prohibited Staging Areas

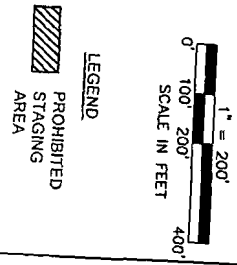
Attached.

PROJECT NO: 012-1773

DRAWN BY: KLU
 DATE: 12/15/2014



PROHIBITED STAGING AREAS



MOLSSON
 ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL: 402.341.1116
 FAX: 402.341.5895

EXHIBIT

D

Exhibit "E-1"
Costco Storm Water Plan

Attached.

PROJECT NO: 012-1773
 DRAWN BY: KLU
 DATE: 12/15/2014

COSTCO STORM WATER PLAN

MOLSSON
 ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
 E-1

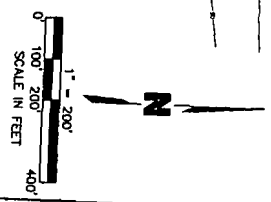
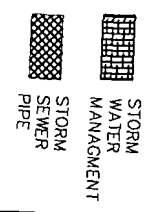
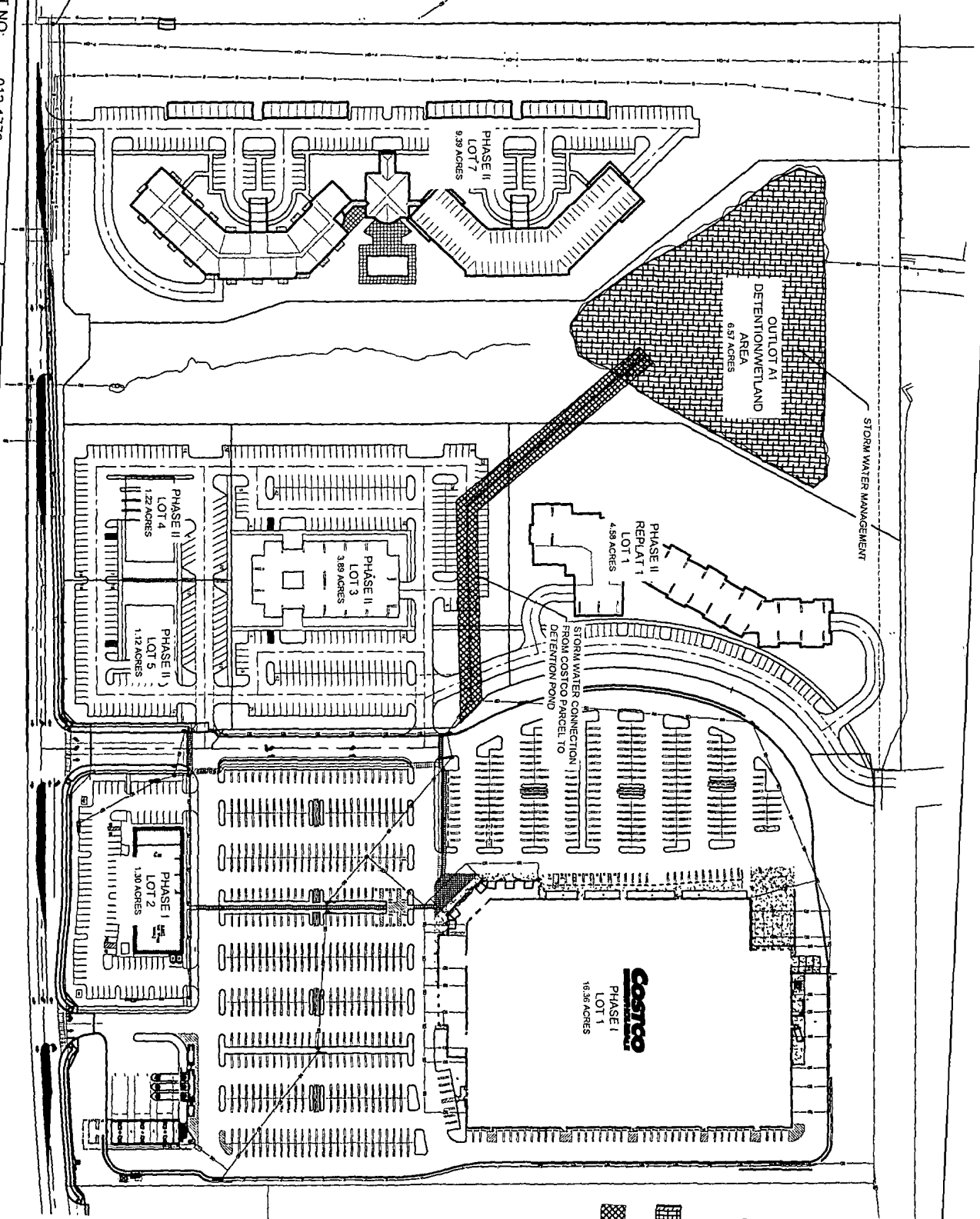


Exhibit "F"
New Access Drive Easement Area

Attached.

PROJECT NO: 012-1773
DRAWN BY: KLU
DATE: 11/07/2014

CONSTRUCTION EASEMENT

OLSSON
ASSOCIATES
2111 South 67th Street, Suite 200
Omaha, NE 68108
TEL: 402.341.1116
FAX: 402.341.5895

EXHIBIT
F

