

RECORDER NOTE
Indexed Also In
lots 5 + 6 Wolf
Creek Replat 1

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-32458
2000 DE 12 AM 8:20
Glenn J. Pawling
REGISTER OF DEEDS

COURTIER *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 16.50
Ck Cash Chg
6838

SECOND AMENDMENT TO EASEMENT AGREEMENT

This Second Amendment to Easement Agreement is made as of this 5th day of December, 2000, by and between MIKE HOGAN DEVELOPMENT COMPANY, a/k/a MIKE HOGAN DEVELOPMENT, INC., a Nebraska corporation ("Hogan"), and PAYLESS CASHWAYS, INC., a Delaware corporation ("Payless").

Preliminary Statement

Hogan and Payless have entered into an Easement Agreement dated August 6, 1980, and filed with the Sarpy County Register of Deeds on January 3, 1989, as Instrument No. 89-00060, as amended by the Amendment to Easement Agreement dated October 19, 1999, and filed with the Sarpy County Register of Deeds on December 3, 1999, as Instrument No. 99-036342 (as amended the "Easement Agreement").

The Easement Agreement provides in part for a nonexclusive easement upon the "Graded Area" as legally described on Exhibit "1" attached hereto (the "Grading Easement"). The Easement Agreement further provides that the Grading Easement will terminate upon the commencement of grading or construction upon any portion of the "Hogan Parcel."

Hogan and Payless acknowledge and agree that grading and construction have commenced on the Hogan Parcel, being a condition that triggers the termination of the Grading Easement, and have entered into this Second Amendment to Easement Agreement for purposes of memorializing the termination of the Grading Easement.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Payless and Hogan agree as follows:

1. The Grading Easement as herein defined and as set forth in Section 2 of the Easement Agreement has terminated.
2. Except as modified herein, the Easement Agreement remains in full force and effect in accordance with its terms.

RJR
JDB
Gaines, Pansing & Hogan
10050 Regency Circle, Ste. 200
Omaha, Nebraska 68114

32458

2000-32458A

IN WITNESS WHEREOF, this Second Amendment to Easement Agreement is made and executed to be effective as of the date and year first above written.

MIKE HOGAN DEVELOPMENT
COMPANY, a Nebraska corporation

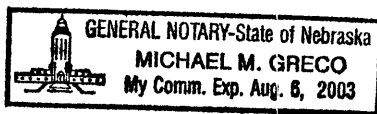
By: Michael J. Hogan
Title: Pres

PAYLESS CASHWAYS, INC., a
Delaware corporation

By: [Signature]
Title: VP

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)
) ~~DOUGLAS~~

The foregoing instrument was acknowledged before me this 29th day of November, 2000, by Michael J. Hogan, President of Mike Hogan Development Company, a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 5th day of December, 2000, by Kelly Honey, VP, of Payless Cashways, Inc., a Delaware corporation, on behalf of the corporation.

MICHELE L. HART
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: June 23, 2001

[Signature]
Notary Public

2000-32458B

EXHIBIT 1

LEGAL DESCRIPTION:



That part of the NE $\frac{1}{4}$ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the S.W. corner of said NE $\frac{1}{4}$; thence N 00° 02' 20" W (assumed bearing) on the West line of said NE $\frac{1}{4}$, 1472.73 feet to a point on the South line of Cornhusker Highway (also known as West Avery Road); thence S 84° 36' 19" E on the South line of said Cornhusker Highway, 1126.57 feet; thence S 76° 07' 09" E on the South line of said Cornhusker Highway, 757.96 feet; thence S 70° 01' 52" E on the South line of said Cornhusker Highway, 57.72 feet to the point of beginning; thence continuing S 70° 01' 52" E on the South line of said Cornhusker Highway, 72.00 feet; thence S 19° 58' 08" W, 831.00 feet; thence N 70° 01' 52" W, 72.00 feet; thence N 19° 58' 08" E, 831 feet to the point of beginning. (Containing 1.57 acres more or less.)