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Lloyd J. Dowding
REGISTER OF DEEDS

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LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

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**SECOND AMENDMENT TO DECLARATION OF
CROSS-EASEMENTS AND COVENANTS AND
RESTRICTIONS AFFECTING LAND**

La Vista, Nebraska

THIS SECOND AMENDMENT TO DECLARATION OF CROSS-EASEMENTS AND COVENANTS AND RESTRICTIONS AFFECTING LAND (this "Second Amendment") is made as of the 22 day of December, 2005, by and between ShopKo Stores, Inc., a Wisconsin corporation ("ShopKo"), and RKS Family Trust ("RKS").

RECITALS

A. ShopKo, and RKS were parties to that certain Declaration of Cross-Easements and Covenants and Restrictions Affecting Land dated August 22, 2000 (the "Original Cross-Easement Agreement") and filed August 24, 2000 in the records of the Sarpy County, Nebraska Register of Deeds as Instrument No. 2000-21199. The Original Cross-Easement Agreement governs two adjoining parcels located in Sarpy County, Nebraska, one site owned by ShopKo ("Company Site") and described in Exhibit A attached hereto, and one owned by RKS ("Developer Site") and described in Exhibit B attached hereto. The Company Site and the Developer Site shall be collectively known herein as the "Entire Parcel". The Original Cross-Easement Agreement was amended by the First Amendment to Declaration of Cross Easements and Covenants and Restrictions Affecting Land dated May 3, 2002 and filed May 31, 2002 in the records of the Sarpy County, Nebraska Register of Deeds as Instrument No. 2002-20216 (the "First Amended Cross-Easement Agreement"). The Original Cross Easement Agreement and the First Amended Cross-Easement Agreement shall collectively be known herein as the "Declaration".

B. The Parties, being the Major Owners as that term is defined in the Declaration, as of this date, of the Entire Parcel, wish to amend the Declaration as set forth herein.

C. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Declaration.

NOW THEREFORE, in consideration of this Second Amendment and other consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

- 1) **Recitals.** The above Recitals are incorporated herein as if fully set forth in full.
- 2) **Use Restrictions.** The following Paragraphs within the Declaration are hereby modified, amended, or deleted in the following manner:

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- a. Paragraph 6.01 be and hereby is deleted in its entirety as it relates to Lots 10B and 11A.
- b. Paragraph 6.03 be and hereby is deleted in its entirety and the following substituted therefore:

6.03. Use Restrictions. In addition, it is agreed that no portion of the entire parcel or Lot 118 shall be used or operated:

- (a) In violation of applicable laws or rules.
- (b) In dangerous or hazardous manner.
- (c) As a nuisance, or as an obnoxious use by reason of unsightliness or excess emission of odors, dusts, fumes, smoke, liquid waste, noise, glare, vibration or radiation; provided, however, that nothing contained in this subsection shall limit or prohibit the erection of business communication satellite dishes on the roof of any building.
- (d) As an adult bookstore, nightclub or disco, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials.
- (e) For any sale, bankruptcy sale (unless pursuant to a court order) or option house operation (provided that any Occupant that goes out of business shall be entitled to hold one going-out-of-business sale not exceeding four weeks in duration.
- (f) As a flea market, government surplus store, salvage store, surplus store or liquidation store.
- (g) Circus, carnival.

- c. Paragraph 6.05 be and hereby is deleted in its entirety and the following substituted therefore:

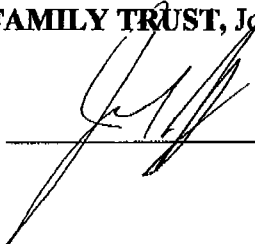
6.05. Building Restrictions.

- (a) An outlot building's ground floor shall not have a total square footage exceeding 35% of the total square footage of the entire outlot. In the event of an aggregation of outlots, the ground floor square footage of the building(s) on those outlots shall not exceed 35% of the square footage of the aggregate outlots.
- (b) No outlot building, including drive-thru and roofline, which is built approximately parallel to either Giles Rd. or 96th St. can extend beyond 50% in total of the length of the lot or aggregate of lots; the intent is that no building on an outlot may block the visibility corridor of Lots 10B and 11A by more than 50% of the lineal dimension on Giles Road or 96th Street.

- d. Paragraph 6.06 be and hereby is deleted in its entirety.

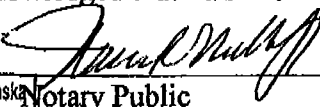
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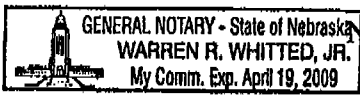
RKS FAMILY TRUST, John J. Smith, Trustee



STATE OF NEBRASKA)
) ss:
COUNTY OF Douglas)

Personally came before me this 15th day of December, 2005, John J. Smith, Trustee of the RKS Family Trust, to me known to be the identical person who executed the foregoing instrument and acknowledged that he/she executed such document as his/her voluntary act and deed.



 GENERAL NOTARY - State of Nebraska
WARREN R. WHITTED, JR.
My Comm. Exp. April 19, 2009
Notary Public

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Exhibit "A"

Lot 10B, Mayfair 2nd Addition Replat One, a subdivision in Sarpy County,
Nebraska.

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Exhibit "B"

Lot 11A, Mayfair 2nd Addition Replat One, a subdivision in Sarpy County,
Nebraska.