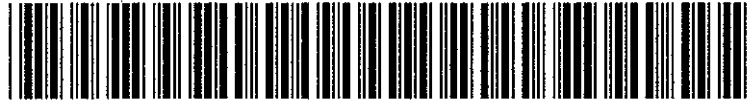




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SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is entered into as of the 15th day of June, 1992, by and among CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership ("CRR"), 144TH AND CENTER PARTNERSHIP, a Colorado general partnership (hereinafter called "Colorado Partnership") and the successor in interest and title of 140th and Center Partnership, a Colorado general partnership (hereinafter called the "Prior Colorado Partnership").

WITNESSETH:

WHEREAS, the Colorado Partnership, as the successor in interest and title of the Prior Colorado Partnership, is the owner of the fee interest to the real estate described as part of Lot 4, Omaha Industrial Foundation District No. 4, Replat I, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska; and

WHEREAS, CRR is the owner of the fee title to the real estate described as Lots 1-4 and 6-15, inclusive, of Oak View, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska; and

WHEREAS, Parcel 520 Associates, a Nebraska general partnership, KV International, Inc., a Nebraska corporation and the Prior Colorado Partnership entered into a certain Agreement dated February 12, 1986 ("Initial Agreement"); and

WHEREAS, CRR, CR Peripheral Developers, an Indiana general partnership, and the Prior Colorado Partnership subsequently terminated and replaced the Initial Agreement, and entered into that certain Agreement dated May 25, 1989 and recorded May 26, 1989 in Book 887, page 402 in the Office of the Register of Deeds for Douglas County, Nebraska ("1989 Agreement"), which 1989 Agreement was amended by an Amendment to Agreement dated October 31, 1991, and recorded December 10, 1991 in Book 988, Page 452 (the 1989 Agreement, as amended, is collectively referred to as the "Replacement Agreement"); and

WHEREAS, the parties hereto desire to confirm Schedule 1 to the Replacement Agreement, and to further confirm the completion of certain matters to be performed under the Replacement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed and understood by and between the parties as follows:

mic # 17176

BK 1019 N _____ C/O _____ FEE 58.00
PG 155 1/4 DEL MC
OF MISC COMP VP F/B 61-28670
61-28224

RECEIVED
JULY 1 3 04 PM '92
DORCE J. BUSIEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Bok 24
9

1. The undersigned hereby agrees that for purposes of the Replacement Agreement, any reference to Schedule 1 shall mean and refer to Schedule 1 attached hereto as Exhibit "A".
2. CRR, referred to in the Replacement Agreement as the "Nebraska Partnership", has effectively eliminated the ditch, as described in and required by the Replacement Agreement, except to the limited extent of an approximately 1,600 cubic yards of additional dirt to be placed in accordance with the drawing attached hereto as Exhibit B. Upon placement of such additional dirt, the ditch will have been effectively eliminated, and no bridge or other construction work will be required of CRR except to the limited extent of constructing the roadway improvements described in the next succeeding sentence. CRR, referred to in the Replacement Agreement as the "Nebraska Partnership", has completed all of the "roadway improvements" (as described in the Replacement Agreement) located within the easement area described and shown on Exhibits "E" and "E-1" of the Replacement Agreement, except for those roadway improvements to be constructed within that portion of such easement area located within an area which is fifteen feet (15') on either side of a line which is the boundary line between Lots 9 and 10 of Oak View, a Subdivision in Douglas County, Nebraska.
3. The Replacement Agreement, as amended herein, is in full force and effect, and to the best of the undersigned's knowledge as of the date hereof, CRR is not in default of any of the terms, conditions or provisions of the Replacement Agreement, as amended herein.
4. This Second Amendment to Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

[End of Page 2]

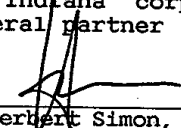
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed as of the day and year first above written.

(CRR)

CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership

By: CENTER-SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, General Partner

By: CS RETAIL DEVELOPERS, INC., an Indiana corporation, general partner

By: 
Herbert Simon, President

(COLORADO PARTNERSHIP)

144TH AND CENTER PARTNERSHIP, a Colorado general partnership

By: NDC COLORADO, a Nebraska general partnership, General Partner

By: _____
Harlan J. Noddle, General Partner

By: EQUITY 144TH OMAHA VENTURE, a Colorado general partnership, General Partner

By: US WEST REAL ESTATE, INC., a Colorado corporation, General Partner

By: _____

BOOK 1019 PAGE 158

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed as of the day and year first above written.

(CRR)

CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership

By: CENTER-SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, General Partner

By: CS RETAIL DEVELOPERS, INC., an Indiana corporation, general partner

By: _____

(COLORADO PARTNERSHIP)

144TH AND CENTER PARTNERSHIP, a Colorado general partnership

By: NDC COLORADO, a Nebraska general partnership, General Partner

By: Harlan J. Noddle
Harlan J. Noddle, General Partner

By: EQUITY 144TH OMAHA VENTURE, a Colorado general partnership, General Partner

By: US WEST REAL ESTATE, INC., a Colorado corporation, General Partner

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed as of the day and year first above written.

(CRR)

CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership

By: CENTER-SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, General Partner

By: CS RETAIL DEVELOPERS, INC., an Indiana corporation, general partner

By: _____

(COLORADO PARTNERSHIP)

144TH AND CENTER PARTNERSHIP, a Colorado general partnership

By: NDC COLORADO, a Nebraska general partnership, General Partner

By: _____
Harlan J. Noddle, General Partner

By: EQUITY 144TH OMAHA VENTURE, a Colorado general partnership, General Partner

By: US WEST REAL ESTATE, INC., a Colorado corporation, General Partner

By: Richard A. Pest
ff 6-27-92

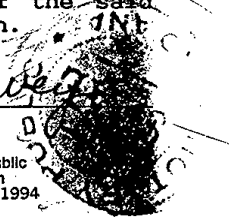


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this 15th day of June, 1992, before me appeared Herbert Simon, to me personally known, who, being by me duly sworn, did depose and say that he is President of CS RETAIL DEVELOPERS, INC., the corporation which executed the foregoing instrument as general partner of CENTER SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership and general partner of CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, that he knows the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said President acknowledges the execution of the said instrument as the free act and deed of said corporation.

Darlene E. Garvey
Notary Public

DARLENE E. GARVEY, Notary Public
County of Residence: Johnson
My Commission Expires: Jan. 18, 1994



STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this _____ day of _____, 1992, before me appeared Harlan J. Noddle, to me personally known, who, being by me duly sworn, did depose and say that he is a general partner of NDC COLORADO, a Nebraska general partnership and partner of 144TH AND CENTER PARTNERSHIP, a Colorado general partnership, and the said Harlan J. Noddle acknowledges the execution of the foregoing instrument as the free act and deed of such partnership.

Notary Public

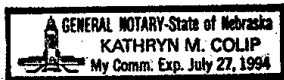
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this ____ day of _____, 1992, before me appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he is _____ President of CS RETAIL DEVELOPERS, INC., the corporation which executed the foregoing instrument as general partner of CENTER SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership and general partner of CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, that he knows the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said _____ President acknowledges the execution of the said instrument as the free act and deed of said corporation.

Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 22nd day of June, 1992, before me appeared Harlan J. Noddle, to me personally known, who, being by me duly sworn, did depose and say that he is a general partner of NDC COLORADO, a Nebraska general partnership and partner of 144TH AND CENTER PARTNERSHIP, a Colorado general partnership, and the said Harlan J. Noddle acknowledges the execution of the foregoing instrument as the free act and deed of such partnership.



Kathryn M. Colip
Notary Public

SCHEDULE 1

ESTIMATED COSTS
OF
DITCH REMOVAL

1. Removal and Replacement of PVC Sanitary line with ductal iron	110,000.00
2. Engineering to date	7,500.00
3. Engineering, grading, soil tests, etc. to completion	60,000.00
4. Contingency (20%)	<u>35,500.00</u>
	\$213,000.00

EXISTING DRAINAGE

PERMANENT EASEMENT

9
POINT EXISTING
INLET
GRADE

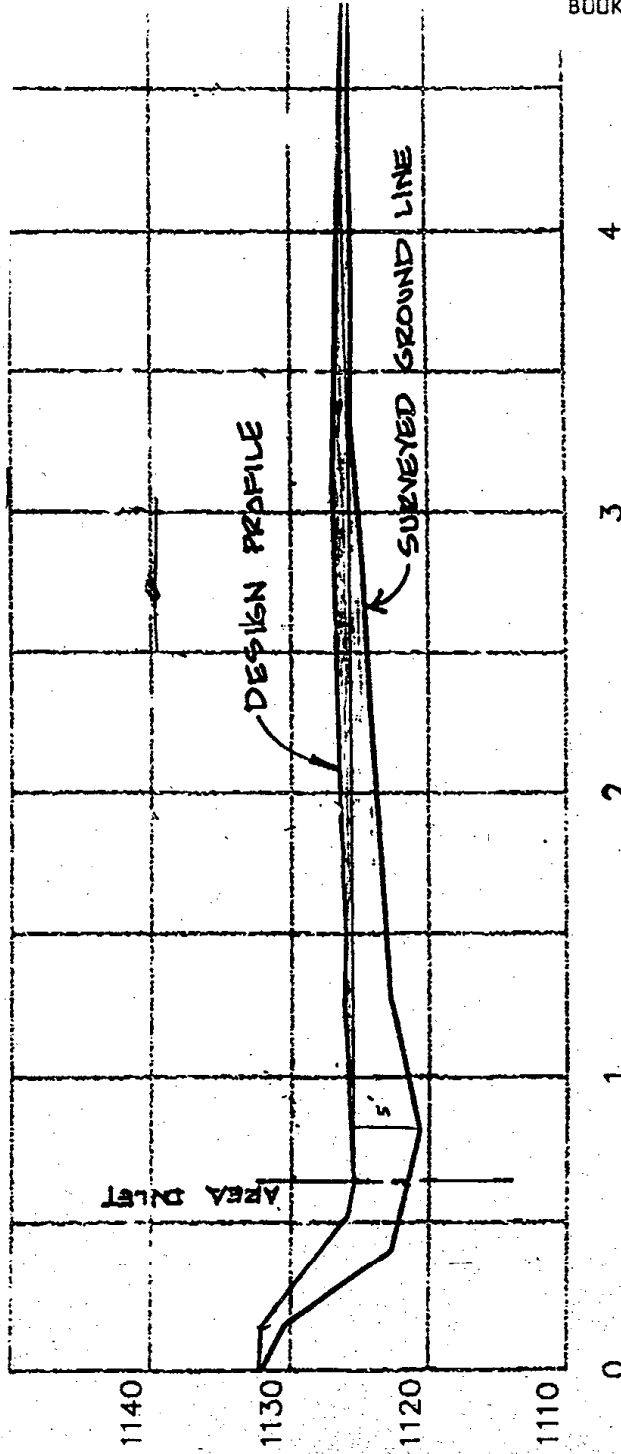
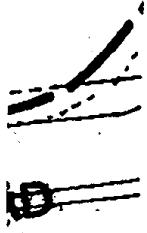


Exhibit B