

99-36342

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-036342
1999 DE -3 AM 10:16
Shawn J. Dowling
REGISTER OF DEEDS

Counter m
Verify 7W
D.E. ajk
Proof ajk
Fee \$ 15.50
Ck Cash Chg

AMENDMENT TO EASEMENT AGREEMENT

This Amendment to Easement Agreement is made as of this 19 day of October, 1999, by and between MIKE HOGAN DEVELOPMENT, INC., a Nebraska corporation ("Hogan"), and PAYLESS CASHWAYS, INC., an ~~Iowa~~ Delaware corporation ("Payless").

Preliminary Statement

Hogan and Payless previously 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 (the "Easement Agreement"). The Easement Agreement provided in part for the grant by Payless to Hogan of an ingress and egress easement across property owned by Payless, as described in the Easement Agreement (the "Easement Area").

As a consequence of the erection by Payless of signage across the Easement Area, it is necessary to modify the Easement Area as described in the Easement Agreement. This Amendment to Easement Agreement is being executed for the purposes of amending the Easement Agreement to modify such Easement Area.

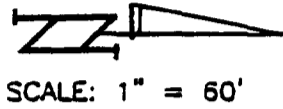
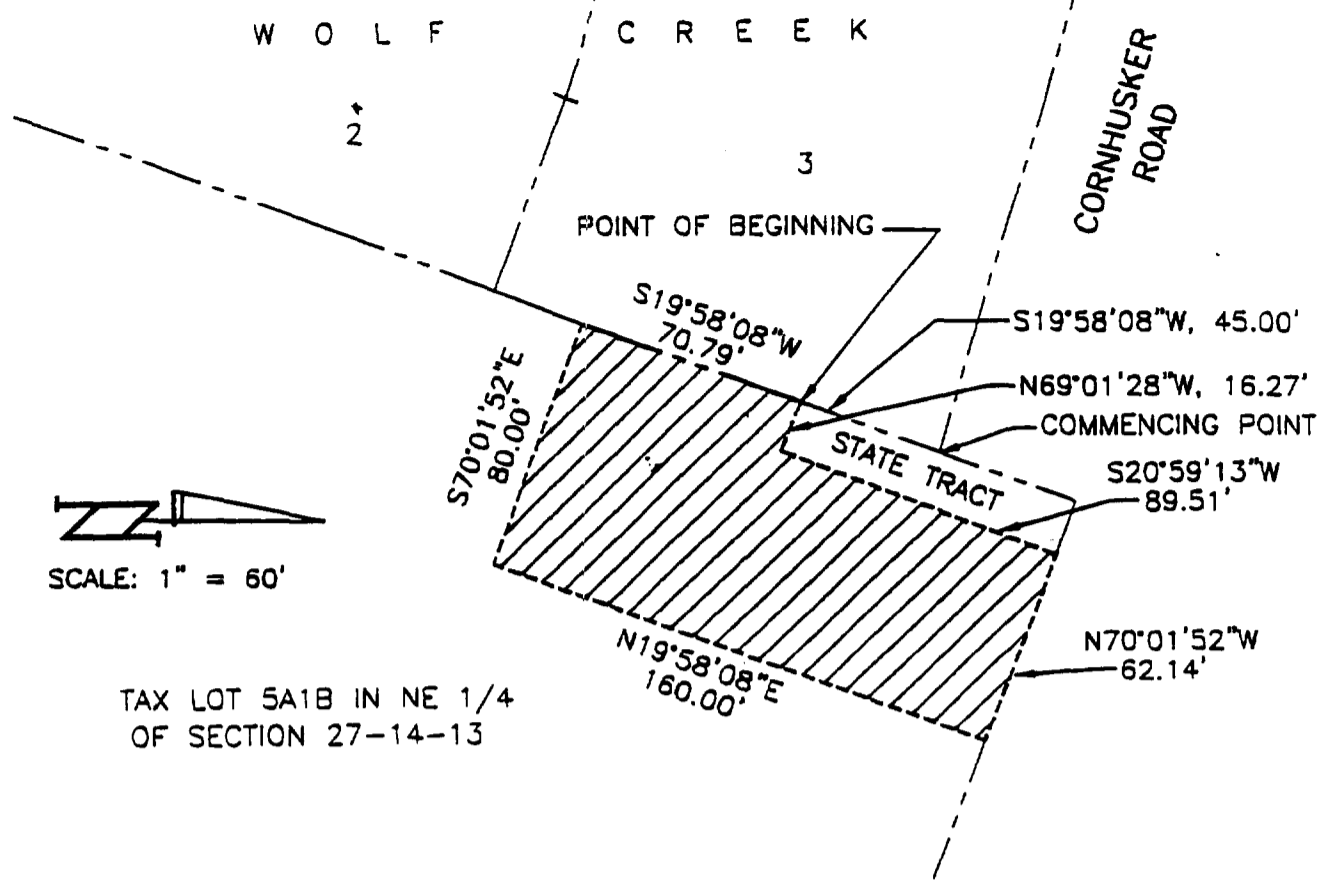
NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Payless and Hogan agree as follows:

1. The Easement Area as described in Section 1 of the Easement Agreement is hereby modified and changed in its entirety to the area legally described and pictorially illustrated on Exhibit "1" attached to this Amendment to Easement Agreement, which by this Amendment to Easement Agreement shall replace Exhibit "C" attached to the Easement Agreement.
2. Payless represents, covenants, and warrants, that it is the legal and beneficial owner of the property legally described and pictorially illustrated on Exhibit "1" attached hereto, that it has the right to and is authorized to convey the ingress and egress easement across such area; and that it will defend title to the easement against any and all claims thereto.
3. Except as specifically modified herein, the Easement Agreement shall remain in full force and effect in accordance with its terms.

036342

EXHIBIT "1"

99-36342B



TAX LOT 5A1B IN NE 1/4
OF SECTION 27-14-13

LEGAL DESCRIPTION

THAT PART OF TAX LOT 5A1B IN THE NE 1/4 OF SECTION 27, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF LOT 3, WOLF CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID SARPY COUNTY;

THENCE S19°58'08"W (ASSUMED BEARING) 45.00 FEET ON THE EASTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING;

THENCE CONTINUING S19°58'08"W 70.79 FEET ON THE EASTERLY LINE OF SAID LOT 3;

THENCE S70°01'52"E 80.00 FEET;

THENCE N19°58'08"E 160.00 FEET TO THE NORTHERLY LINE OF SAID TAX LOT 5A1B;

THENCE N70°01'52"W 62.14 FEET ON THE NORTHERLY LINE OF SAID TAX LOT 5A1B TO THE EASTERLY LINE OF A TRACT OF LAND DEEDED TO THE STATE OF NEBRASKA, HEREINAFTER REFERRED TO AS "STATE TRACT";

THENCE S20°59'13"W 89.51 FEET ON THE EASTERLY LINE OF SAID STATE TRACT;

THENCE N69°01'28"W 16.27 FEET ON THE SOUTHERLY LINE OF SAID STATE TRACT TO THE POINT OF BEGINNING.