

FILED SARPY CO. NE.  
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*2002-51287*  
2002 DEC 10 P 12:47

*Glenn J. Dowling*  
REGISTER OF DEEDS

COUNTER *[initials]*  
Verify *[initials]* # *2217*  
D.E. *[initials]*  
Proof *[initials]*  
Fee \$ *35.00*  
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**FIRST AMENDMENT TO EASEMENTS WITH  
COVENANTS AND RESTRICTIONS  
AFFECTING LAND**

**THIS FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND** ("First Amendment") is made as of this *26<sup>th</sup>* day of September, 2002, among **WAL-MART STORES, INC.**, a Delaware corporation ("Wal-Mart"); **MIKE HOGAN DEVELOPMENT COMPANY**, a Nebraska corporation ("Developer"); and **THE 15<sup>TH</sup> & CORNHUSKER, L.L.C.**, a Nebraska limited liability company ("L.L.C.").

**Preliminary Statement**

Wal-Mart, Developer, and L.L.C. are parties to Easement With Covenants and Restrictions Affecting Land dated March 17, 2000, which was recorded with the Sarpy County Register of Deeds on March 20, 2000, as Instrument No. 2000 06162 (the "ECR").

Wal-Mart is the owner of Tract 1, as defined in the ECR, which is legally described as follows ("Tract 1"):

Lot 8, Wolf Creek Replat 1, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Developer is the owner of Tract 2, as defined in the ECR, which is legally described as follows ("Tract 2"):

Lot 9, Wolf Creek Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

Developer and L.L.C. own the Outparcels, as defined in the ECR, which are legally described as follows (the "Outparcels"):

Lots 1 through 5, inclusive, Wolf Creek Replat 1 and Lots 1, 2, and 3, Wolf Creek Replat 2, subdivisions as surveyed, platted and recorded in Sarpy County, Nebraska.

*RTR* James Buser  
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Lots 1, 2, and 3, Wolf Creek Replat 2, were formerly known as Lot 7, Wolf Creek Replat 1, as referred to in the ECR.

Wal-Mart and the Developer, collectively, as owners of Tract 1 and Tract 2, desire to amend Section 4f(1) of the ECR. Section 15 of the ECR provides that the ECR may be modified by mutual agreement of Wal-Mart and Developer as the owners of Tract 1 and Tract 2.

NOW, THEREFORE, in consideration of the foregoing, for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the authority granted in the ECR, Wal-Mart and Developer hereby amend and supplement the ECR as follows:

1. Section 4f(1) is hereby amended in its entirety to provide as follows:

The owner of Lot 1 and Lot 2, Wolf Creek Replat 2, agree that the total maximum size of building improvements on such lots shall not exceed ten thousand (10,000) square feet of gross leasable area which may be in one building or in two buildings. The owner of Lot 3, Wolf Creek Replat 2, agrees that the total maximum size of building improvements on such lot shall not exceed six thousand five hundred (6,500) square feet of gross leasable area which may be in one building and shall be situated substantially as depicted in Exhibit "1" to this First Amendment or such other location as approved in writing by Wal-Mart.

2. In each and every other respect, the ECR shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, this First Amendment has been executed effective as of the date and year first above written.

WAL-MART STORES, INC., a Delaware Corporation

By: Robert L. Pickett  
 Title: Senior Realty Manager

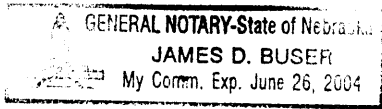




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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2002, by Michael J. Hogan, Manager of THE 15<sup>th</sup> & CORNHUSKER, L.L.C., a Nebraska limited liability company, on behalf of the company.



*James D. Buser*  
Notary Public

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