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FILED

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CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

200405404
STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 19th DAY OF October A.D. 2004
AT 4:07 O'CLOCK P.M. AND RECORDED IN BOOK
449 AT PAGE 505-509
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

Recorded _____
General _____
Numerical _____
Photostat _____
Protec _____

AFTER RECORDING, RETURN TO: Daniel B. Kinnamon, Erickson & Sederstrom, P.C., 10330 Regency Parkway Drive, Omaha, NE 68114
(Space Above This Line for Recording Data)

**FIRST AMENDMENT TO ROADWAY EASEMENT
AND COVENANTS AGREEMENT**

This First Amendment to Roadway Easement and Covenants Agreement (herein "Agreement") is made and entered into this 12th day of October, 2004 by and between OLE HICKORY FARM LIMITED PARTNERSHIP, a Nebraska limited partnership ("Ole Hickory") and HIDDEN ACRES FARMS, L.L.C., a Nebraska limited liability company ("Hidden Acres").

RECITALS

WHEREAS, Ole Hickory and Hidden Acres entered into a Roadway Easement and Covenants Agreement dated March 1, 2000 and recorded on March 2, 2000 in Book 314 at Page 263-273, Office of the County Clerk, Washington County, Nebraska [herein "Easement and Covenants Agreement"]; and

WHEREAS, Hidden Acres has purchased from Ole Hickory simultaneously with the execution of this Agreement and is now the owner of certain real estate located in Washington County, Nebraska described on Exhibit "B" attached hereto, which real estate will hereinafter be referred to as the "Hidden Acres Tract"; and

WHEREAS, Ole Hickory and Hidden Acres are desirous of amending the Easement and Covenants Agreement to add thereto additional real estate to the Roadway Easement Area delineated and defined in the Easement and Covenants Agreement and providing for other covenants and terms, all as more particularly hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Ole Hickory and Hidden Acres hereby agree as follows:

1. **Easement Area**. The Roadway Easement Area delineated and defined in the Easement and Covenants Agreement shall be expanded to include the additional real estate as more particularly described on Exhibit A attached hereto and made a part hereof. All references to the Roadway Easement Area in the Easement and Covenants Agreement, shall mean and include the Roadway Easement Area delineated and described in the Easement and Covenants Agreement together with the real estate delineated and described on Exhibit A attached hereto.

2. **Building and Use Covenants:** The owner of the Hidden Acres Tract shall not build any structures including, but not limited to, houses, barns, sheds and outbuildings within fifty (50) feet of the edge of the Roadway Easement Area. The Hidden Acres Tract shall be used only for single family residential purposes and/or farming purposes, provided however, the raising, sheltering, breeding or feeding for commercial purposes of any farm animals, livestock, fowl or poultry of any kind shall be prohibited. The Hidden Acres Tract shall not at any time be used, developed, improved, operated, leased, sold or transferred in conflict with any provisions of this paragraph even if any zoning or other governmental order, rule, ordinance or regulation pertaining to such property as presently constituted or as hereafter changed, varied, modified or waived would permit such use, development, operation, leasing or sale. Ole Hickory and any owner(s) of the Ole Hickory Tract shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions and covenants imposed by the provisions of this paragraph either to prevent or restrain any violation or recover damages for such violation. The failure of any property owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver, relinquishment or impairment of the right to do so at any time thereafter.

3. **Terms and Provisions of Easement and Covenants Agreement.** Except as specifically amended by the terms and provisions of this Agreement, all of the terms, provisions and covenants of the Easement and Covenants Agreement are hereby reaffirmed and shall remain in full force and effect.

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

**OLE HICKORY FARM LIMITED
PARTNERSHIP**, a Nebraska limited
Partnership

By: Robert A. Falk, Partner
Robert A. Falk, General Partner

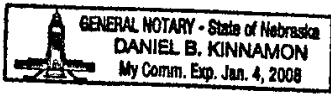
HIDDEN ACRES FARMS, L.L.C.,
A Nebraska limited liability company

By: Curt Hofer, Manager
Curt Hofer, Manager

By: Linda Hofer, Manager
Linda Hofer, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

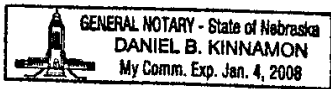
On this 12th day of October, 2004, before me appeared Robert A. Falk, to me personally known, who, being by me duly sworn did say that he is a general partner of Ole Hickory Farm Limited Partnership, a Nebraska limited partnership, and that said instrument was signed and sealed on behalf of said partnership and acknowledged to me that he executed the same as the free act and deed of said partnership.



[Signature]
Notary Public
My Commission Expires: JAN 4, 2008

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

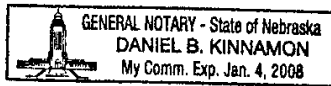
On this 12th day of October, 2004, before me appeared Curt Hofer, to me personally known, who, being by me duly sworn did say that he is a manager of Hidden Acres Farms, L.L.C., a Nebraska limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.



[Signature]
Notary Public
My Commission Expires: JAN 4, 2008

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of October, 2004, before me appeared Linda Hofer, to me personally known, who, being by me duly sworn did say that she is a manager of Hidden Acres Farms, L.L.C., a Nebraska limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company and acknowledged to me that she executed the same as the free act and deed of said limited liability company.

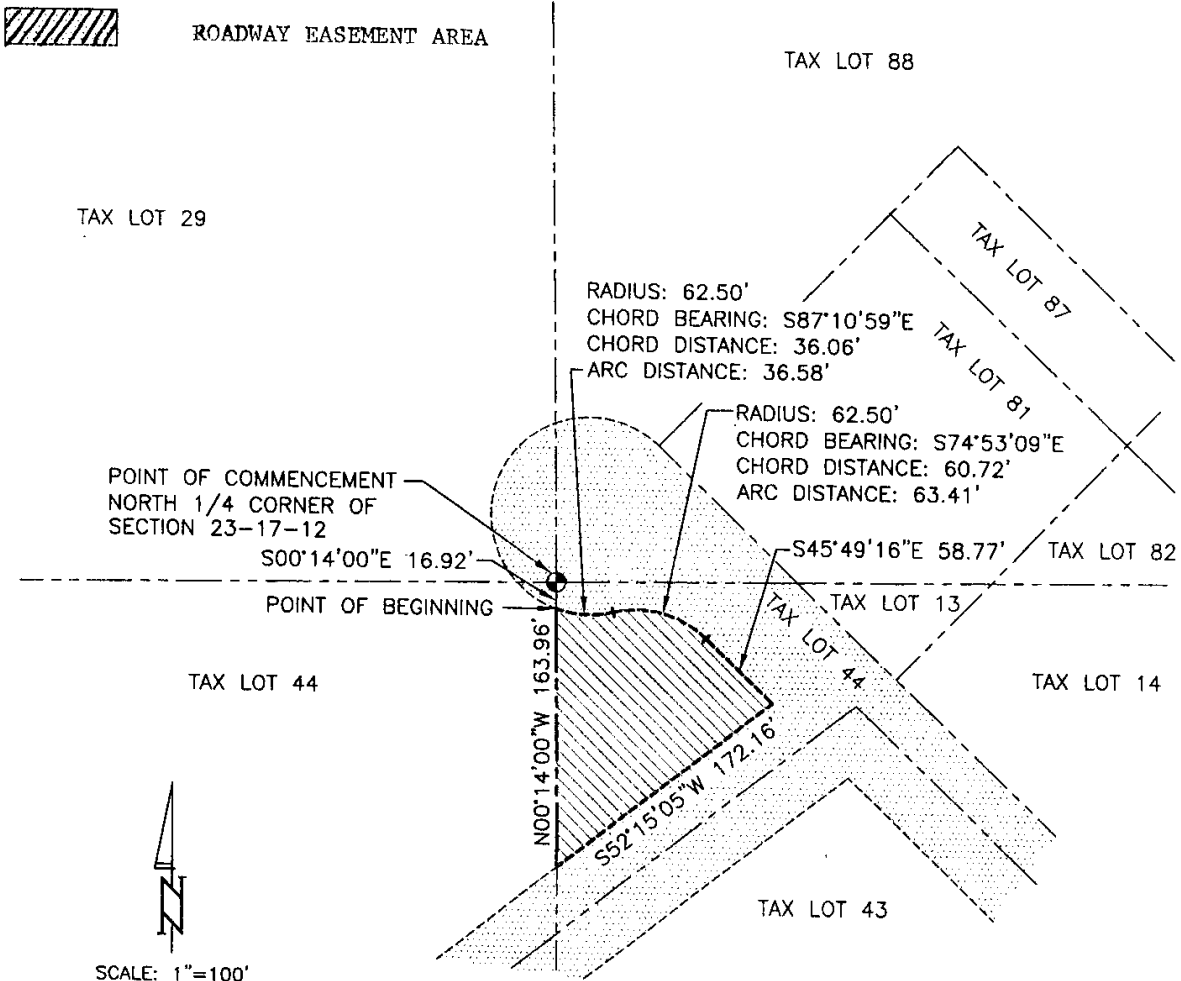


[Signature]
Notary Public
My Commission Expires: JAN 4, 2008

508

EXHIBIT "A"

ROADWAY EASEMENT AREA



LEGAL DESCRIPTION

THAT PART OF TAX LOT 44 LYING PARTIALLY WITHIN THE NE 1/4 OF THE NW 1/4 AND PARTIALLY WITHIN THE NW 1/4 OF THE NE 1/4, ALL IN SECTION 23, T17N, R12E OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE S00°14'00"E (ASSUMED BEARING) 16.92 FEET ON THE WEST LINE OF SAID NE 1/4 TO THE WESTERLY LINE OF AN EXISTING ROAD EASEMENT AND THE POINT OF BEGINNING; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID ROAD EASEMENT ON THE FOLLOWING DESCRIBED 4 COURSES; THENCE SOUTHEASTERLY ON A NON-TANGENT 62.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S87°10'59"E, CHORD DISTANCE 36.06 FEET, AN ARC DISTANCE OF 36.58 FEET; THENCE SOUTHEASTERLY ON A 62.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S74°53'09"E, CHORD DISTANCE 60.72 FEET, AN ARC DISTANCE OF 63.41 FEET; THENCE S45°49'16"E 58.77 FEET; THENCE S52°15'05"W 172.16 FEET TO THE WEST LINE OF SAID NE 1/4; THENCE N00°14'00"W 163.96 FEET ON THE WEST LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING.

CONTAINING 0.30 ACRES MORE OR LESS.

CURT HOFER CONSTRUCTION TD2 FILE NO.: 1016-114-6-EXHB DATE: AUGUST 10, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

508

509

EXHIBIT "B"

HIDDEN ACRES TRACT

Tax Lots Four (4), Six (6), Sixty (60) and Eighty-eight (88) in Section 14, Township 17 North,
Range 12 East of the 6th P.M., Washington County, Nebraska

509