

ENTERED AS INSTRUMENT NO
0201106472

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2011 AUG 30 PM 1 57

M. Schager
HALL CO. REGISTER OF DEEDS

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CASH 110.50
CHECK _____

REFUNDS:
CASH _____
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GI ABSTRACT



201106472

After recording, return to:

Grand Island Abstract, Escrow & Title Co.
704 W. 3rd Street
Grand Island, NE 68801
Attn: Marnie Schager Sundermeier

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**SECOND AMENDMENT TO COMMON AREA
MAINTENANCE AGREEMENT**

THIS PAGE ATTACHED FOR RECORDING PURPOSES

**SECOND AMENDMENT TO COMMON AREA
MAINTENANCE AGREEMENT**

THIS SECOND AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT (this "Amendment") is hereby made and entered into as of this 29 day of August, 2011, by and among those parties who are signatories herein (sometimes collectively referred to herein as the "Parties" and individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Robert M. Allen Family Limited Partnership, a Nebraska limited partnership ("Allen") and Albertson's, Inc., a Delaware corporation ("Albertson's") entered into that certain Common Area Maintenance Agreement dated March 11, 1999 and recorded June 24, 1999 as Instrument No. 99-106377 in the Official Record Books of Hall County, Nebraska (the "Original Common Area Maintenance Agreement"), whereby Allen and Albertson's provided for the common operation, cleaning, maintenance, repair, replacement and insurance of the Common Area of that certain Shopping Center known as Eagle Run Shopping Center, located in Grand Island, Nebraska (as more particularly described in the Original Common Area Maintenance Agreement).

WHEREAS, Allen, Albertson's and Home Depot U.S.A., Inc., a Delaware corporation ("Home Depot") entered into a First Amendment to Common Area Maintenance Agreement ("First Amendment") dated July 24, 2002 and recorded July 25, 2002 as Instrument No. 0200207724 in the Official Record Books of Hall County, Nebraska, whereby certain modifications and amendments were made to the Common Area Maintenance Agreement, among them, the identification of replats and reconfigurations affecting the parcels comprising the Shopping Center and the reallocation of Common Area Expenses, as more particularly set forth in the First Amendment Exhibit "A" and Schedule I attached thereto.

WHEREAS, the Original Common Area Maintenance Agreement, the First Amendment and this Second Amendment are hereinafter collectively referred to as the "CAMA".

WHEREAS, the CAMA encumbers Parcels 1 through 5 and 14 through 29 as shown on Exhibit "A" to the First Amendment and also attached hereto and incorporated herein for convenience (the "**Shopping Center**"). Subsequent to the recordation of the First Amendment, certain Parcels were reconfigured as a result of the replatting of their respective legally described lots as set forth below.

For purposes of the legal descriptions identified below, the following designations are made:

- Meadowlark West Third Subdivision ("MW3")
- Meadowlark West Fourth Subdivision ("MW4")
- Meadowlark West Sixth Subdivision ("MW6")
- Meadowlark West Seventh Subdivision ("MW7")
- Meadowlark West Ninth Subdivision ("MW9")

First Amendment Parcel Designation	First Amendment Legal Description	Replatted Amendment Parcel Designation	Replatted Legal Description
1	Lot 4, MW4	1	Lot 4, MW4
2	Lot 5, MW4	2	Lot 5, MW4
3	Lot 6, MW4	3	Lot 6, MW4
4	Lot 7, MW4	4	Lot 7, MW4
5	Lot 8, MW4	5	Lot 8, MW4
14	Lot 14, MW3	14	Lot 14, MW3
15	Lot 15, MW3	15	Lot 3, MW9
16	Lot 16, MW3	16	Lot 2, MW9
17	Lot 17, MW3	17	Lot 1, MW9
18	Lot 18, MW3	18	Lot 2, MW7
19	Lot 19, MW3	19	Lot 19, MW3
20	Lot 20, MW3	20	Lot 20, MW3
21	Lot 21, MW3	21	Lot 21, MW3
22	Lot 22, MW3	22	Lot 22, MW3
23	Lot 23, MW3	23	Lot 23, MW3
24	Lot 3, MW4	24	Lot 3, MW4
25	Lot 2, MW4	25	Lot 1, MW6
26	Lot 1, MW4	26	Lot 2, MW6
27	Lot 12, MW4	27	Lot 12, MW4
28	Lot 11, MW4	28	Lot 11, MW4
29	Lot 10, MW4	29	Lot 10, MW4

As a result of the replats, the land area and designation of certain Parcels were altered to the configurations shown on Exhibit "B" attached hereto. Schedule I, attached hereto, also represents the reconfigured Parcels and the corresponding legal description and Parcel conversion.

WHEREAS, the Owners of the Parcels containing ninety percent (90%) of the total square footage of the Building Area in the Shopping Center as required by Section 13.5 of the CAMA desire to modify and amend the CAMA as follows:

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto modify and amend the CAMA as follows:

1. **Recitals**. Except as set forth herein, the recitals are incorporated herein as if set forth in full.
2. **Defined Terms**. Unless otherwise specifically provided for herein, all capitalized terms not defined herein shall have the same meaning ascribed to them in the Original Common Area Maintenance Agreement and the First Amendment.
3. **Site Plan**. The site plan attached to the First Amendment as Exhibit "A" is hereby deleted in its entirety and the site plan attached hereto as Exhibit "B" (the "Site Plan") is hereby inserted in its place. References to the Site Plan, as set forth in the Original Common Area Maintenance Agreement and First Amendment, shall refer to Exhibit "B" attached hereto. In the event there is any inconsistency, the Site Plan in this Amendment as Exhibit "B" shall control.
4. **Schedule I – Legal Description**. The legal description of the Shopping Center and Parcel conversion chart contained in Schedule I of the First Amendment is hereby deleted in its entirety, and the legal description of the Shopping Center and Parcel conversion chart contained in Schedule I attached hereto is substituted in lieu thereof. All references in the Original Common Area Maintenance Agreement and First Amendment to Schedule I shall be deemed to refer to Schedule I of this Amendment. In the event there is any inconsistency, Schedule I of this Amendment shall control.
5. **Proportionate Share of Common Area Expenses**. The chart set forth in Section 7.5 of the Original Common Area Maintenance Agreement and First Amendment is hereby deleted in its entirety and the following chart is hereby inserted in lieu thereof:

[THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK –
CHART APPEARS ON THE FOLLOWING PAGE]

Site Plan Parcel No.	Plat Legal Description	Phases 1 and 2: Land Area (Acres)	Percent
	Meadowlark West Third Subdivision ("MW3")		
	Meadowlark West Fourth Subdivision ("MW4")		
	Meadowlark West Sixth Subdivision ("MW6")		
	Meadowlark West Seventh Subdivision ("MW7")		
	or		
	Meadowlark West Ninth Subdivision ("MW9")		
1	Lot 4, MW4	.98	2.34
2	Lot 5, MW4	6.00	14.32
3	Lot 6, MW4	1.68	4.01
4	Lot 7, MW4	5.18	12.36
5	Lot 8, MW4	10.88	25.97
14	Lot 14, MW3	1.04	2.48
15	Lot 3, MW9	.89	2.12
16	Lot 2, MW9	1.62	3.87
17	Lot 1, MW9	1.12	2.67
18	Lot 2, MW7	.69	1.64
19	Lot 19, MW3	1.12	2.67
20	Lot 20, MW3	1.39	3.32
21	Lot 21, MW3	1.47	3.51
22	Lot 22, MW3	.90	2.15
23	Lot 23, MW3	1.05	2.51
24	Lot 3, MW4	1.32	3.15
25	Lot 1, MW6	.06	.16
26	Lot 2, MW6	2.10	5.00
27	Lot 12, MW4	.63	1.50
28	Lot 11, MW4	1.01	2.41
29	Lot 10, MW4	<u>.77</u>	<u>1.84</u>
	TOTAL	41.90	100.00

6. **Severability.** If any term or provision of the CAMA or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the CAMA or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of the CAMA shall be valid and shall be enforced to the extent permitted by law.

7. **Ratification.** Except as modified hereby, the Original Common Area Maintenance Agreement and First Amendment remain in full force and effect and binding on the Parties thereto. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document. In the event there is any inconsistency between this Amendment, the Original Common Area Maintenance Agreement and the First Amendment, the provisions of this Amendment shall control. This Amendment shall be governed in accordance with the laws of the State of Nebraska.

**[THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGES FOLLOW]**

201106472

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

ROBERT M. ALLEN FAMILY PARTNERSHIP,
a Nebraska limited partnership

By: *Kristin M. Allen*
Kristin M. Allen, General Partner

Owner of:

Lots 4, 6 and 7, Meadowlark West Fourth
Subdivision, City of Grand Island, Hall
County, Nebraska, also known as Parcels 1,
3 and 4, respectively.

STATE OF NEBRASKA)
) :ss.
COUNTY OF ADAMS)

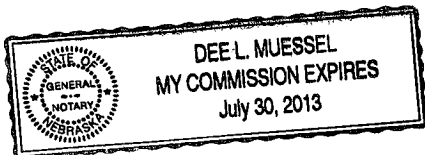
On this 14 day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the General Partner of **ROBERT M. ALLEN FAMILY LIMITED PARTNERSHIP**, a Nebraska limited partnership, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
7-30-2013

Dee Muesel
Notary Public in and for the
State of Nebraska
Residing at 4757 N 148 St Omaha
Ne 68116

[NOTARY SEAL]



(Signatures continue on the following pages)

201106472

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

ALLEN 281 LLC, a Nebraska limited liability company

By: *Kristin M. Allen*
Kristin M. Allen, Manager

Owner of:

Lots 14, 15 and 16, Meadowlark West Third Subdivision and Lot 1, Meadowlark West Seventh Subdivision, City of Grand Island, Hall County, Nebraska, also known as Parcels 14, 15, 16 and 17, respectively.

STATE OF NEBRASKA)
) :ss.
COUNTY OF ADAMS)

On this 14 day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the Manager of ALLEN 281 LLC, a Nebraska limited liability company, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
7-30-2013

Dee Muesel
Notary Public in and for the
State of Nebraska
Residing at 4757N 148th Omaha ne
68116

[NOTARY SEAL]



(Signatures continue on the following pages)

201106472

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

ALLEN 13TH STREET LLC, a Nebraska limited liability company

By: *Kristin M. Allen*
Kristin M. Allen, Manager

Owner of:

Lots 22 and 23, Meadowlark West Third Subdivision, City of Grand Island, Hall County, Nebraska, also known as Parcels 22 and 23, respectively.

STATE OF NEBRASKA)
) :ss.
COUNTY OF ADAMS)

On this 14 day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Allen, to me known to be the Manager of ALLEN 13TH STREET LLC, a Nebraska limited liability company, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

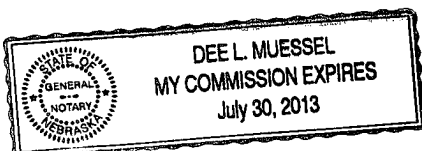
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

7-30-2013

Dee L. Muesel
Notary Public in and for the
State of Nebraska
Residing at 4757 N 148th Omaha
Ne 68116

[NOTARY SEAL]



(Signatures continue on the following pages)

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

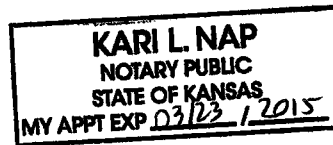
CUSTARD CATS, LLC, a Kansas limited liability company

By: [Signature]
David L. Dreiling, Managing Member

Owner of:

Lot 19, Meadowlark West Third Subdivision,
City of Grand Island, Hall County, Nebraska,
also known as Parcel 19.

STATE OF Kansas)
COUNTY OF Riley) :ss.



On this 4 day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared David L. Dreiling, to me known to be the Managing Member of CUSTARD CATS, LLC, a Kansas limited liability company, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

03/23/2015

[NOTARY SEAL]

[Signature]
Notary Public in and for the
State of Kansas
Residing at Riley Co.
317 Breakmont Dr.
Manhattan, KS 66502

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EXHIBIT "A"
FIRST AMENDMENT

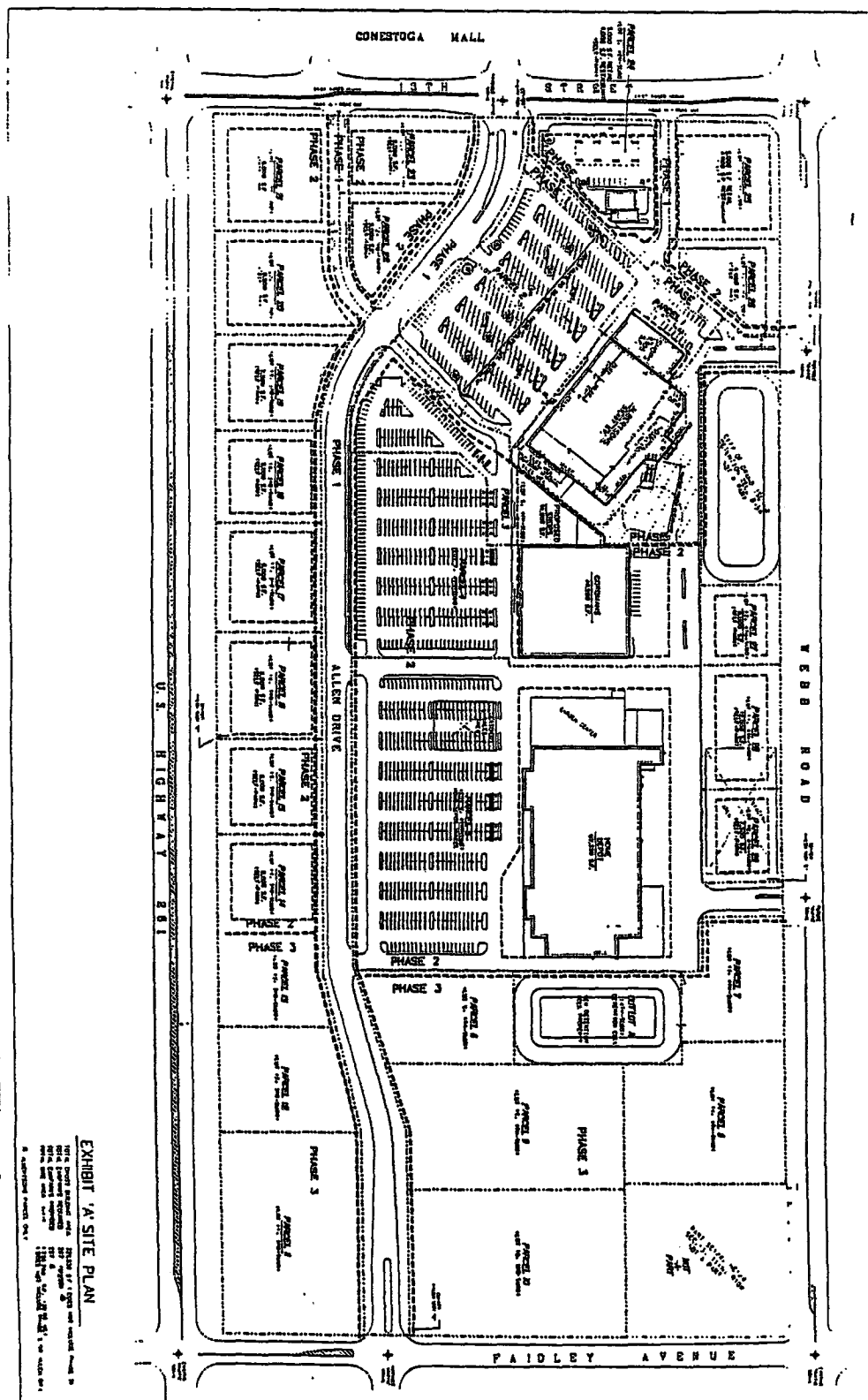


EXHIBIT 'A' SITE PLAN
 PREPARED BY: [Faint text]
 DATE: [Faint text]
 SCALE: [Faint text]

NO.	DESCRIPTION	DATE
1	PREPARED BY [Faint text]	[Faint text]
2	DATE [Faint text]	[Faint text]
3	SCALE [Faint text]	[Faint text]



LEGEND
 [Faint text describing symbols for building phases, parking, and roads]

GENERAL NOTES
 [Faint text providing additional details and instructions for the site plan]

PARKING LOT DETAIL
 [Faint diagram showing a detailed view of a parking lot layout]

PHASE 1 DETAIL
 [Faint diagram showing a detailed view of a building phase layout]

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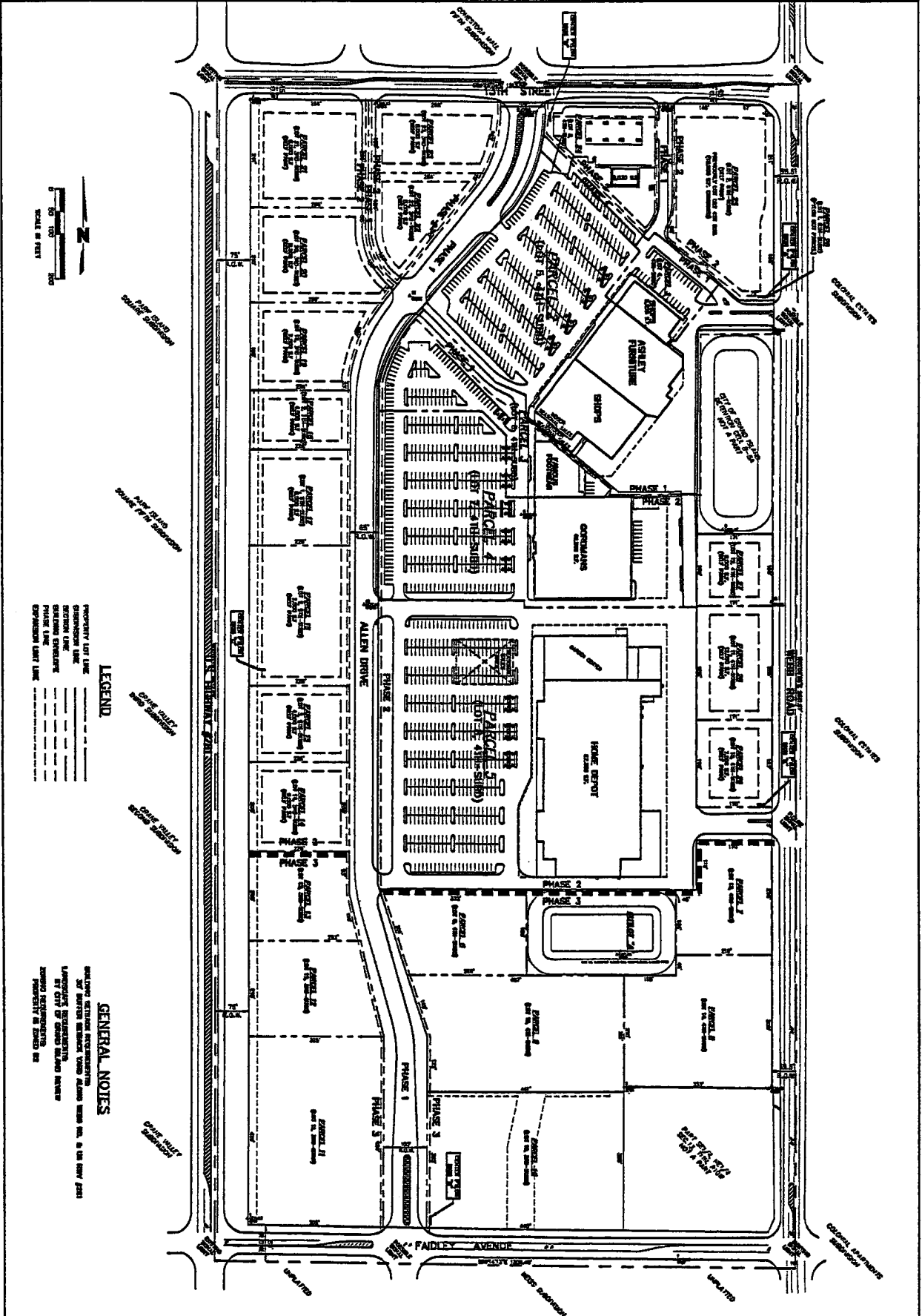
SCHEDULE I
FIRST AMENDMENT

SCHEDULE ILegal Description of Shopping Center
and Parcel Conversion Chart

Site Plan Parcel No.	Plat Legal Description
	Meadowlark West 3 rd Subdivision ("MW3") or Meadowlark West 4 th Subdivision ("MW4")
1	Lot 4, MW4
2	Lot 5, MW4
3	Lot 6, MW4
4	Lot 7, MW4
5	Lot 8, MW4
14	Lot 14, MW3
15	Lot 15, MW3
16	Lot 16, MW3
17	Lot 17, MW3
18	Lot 18, MW3
19	Lot 19, MW3
20	Lot 20, MW3
21	Lot 21, MW3
22	Lot 22, MW3
23	Lot 23, MW3
24	Lot 3, MW4
25	Lot 2, MW4
26	Lot 1, MW4
27	Lot 12, MW4
28	Lot 11, MW4
29	Lot 10, MW4

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EXHIBIT "B"
Site Plan



LEGEND

- PROPERTY LOT LINE
- SETBACK LINE
- SETBACK LINE
- BUILDING FOOTPRINT
- PARKING LOT LINE
- DRIVEWAY LIMIT LINE

GENERAL NOTES

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
- 2. ALL UTILITIES SHALL BE LOCATED AND DEPTH NOTED ON THE SITE PLAN.
- 3. ALL UTILITIES SHALL BE DEPTH NOTED ON THE SITE PLAN.
- 4. ALL UTILITIES SHALL BE DEPTH NOTED ON THE SITE PLAN.

<p>1 OF 1</p>	<p>EAGLE RUN SHOPPING CENTER</p> <p>EXHIBIT "B" CAMA</p> <p>GRAND ISLAND, NE</p>	<p>2011</p>	<p>REVISIONS</p>
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SCHEDULE I
SECOND AMENDMENT

**Legal Description of Shopping Center
and Parcel Conversion Chart**

Site Plan Parcel No.	Plat Legal Description
	Meadowlark West Third Subdivision ("MW3")
	Meadowlark West Fourth Subdivision ("MW4")
	Meadowlark West Sixth Subdivision ("MW6")
	Meadowlark West Seventh Subdivision ("MW7")
	or
	Meadowlark West Ninth Subdivision ("MW9")
1	Lot 4, MW4
2	Lot 5, MW4
3	Lot 6, MW4
4	Lot 7, MW4
5	Lot 8, MW4
14	Lot 14, MW3
15	Lot 3, MW9
16	Lot 2, MW9
17	Lot 1, MW9
18	Lot 2, MW7
19	Lot 19, MW3
20	Lot 20, MW3
21	Lot 21, MW3
22	Lot 22, MW3
23	Lot 23, MW3
24	Lot 3, MW4
25	Lot 1, MW6
26	Lot 2, MW6
27	Lot 12, MW4
28	Lot 11, MW4
29	Lot 10, MW4