

21
COMPARED

RECORDING FEE \$ 20.00
RMA FEE \$ 1.00
2990

STATE OF IOWA, Pottawattamie County
Filed for record the 11 day of Sept
1995 at 8:00 o'clock AM and recorded
In book 96 page 7148

John Scirtino
By *George A. Murray*
Agent

AMENDMENT TO EASEMENTS WITH COVENANTS
AND RESTRICTIONS AFFECTING LAND

THIS AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("Amendment"), dated for reference purposes as of June 13, 1995 is entered into by and between WAL-MART STORES, INC. ("Wal-Mart") and LAKE MANAWA CENTRE LIMITED PARTNERSHIP ("Developer").

Recitals:

- A. Wal-Mart and Developer executed an instrument titled Easements With Covenants And Restrictions Affecting Land ("ECR") dated as of August 12, 1992 and recorded in Book 93, Page 16493 in the Pottawattamie County, Iowa records, amended by instrument recorded in Book 94, Page 23521 in said records. The ECR affects certain lands owned by Wal-Mart and Developer within the Lake Manawa Power Centre ("Shopping Center") in the Lake Manawa Centre subdivision, a subdivision located in the City of Council Bluffs, Pottawattamie County, Iowa ("Subdivision").
- B. Developer, as Seller, has executed a Purchase Agreement with the CB Settle Inn Limited Partnership for the purpose of the development of a Settle Inn Motel building upon Lot 17 of the subdivision ("Property").
- C. The property is subject to the terms of the ECR and Wal-Mart and Developer have agreed to amend the ECR to facilitate the construction of the Settle Inn Building upon the Property.

ACCORDINGLY, there parties hereto hereby agree and amend the ECR as follows:

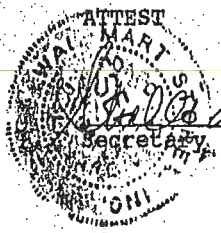
The parties agree that the Settle Inn Building on the Property may contain a cupola that would cause the height of the Settle Inn Building to exceed 40 feet as shown on the elevation drawing attached hereto as Exhibit "A", so long as the roof ridge of the Settle Inn Building does not exceed such height, all notwithstanding the 40 feet building height restriction contained in Paragraph 3. (1) of the Amendment to Easement covenant and restrictions affecting land.

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IN WITNESS WHEREOF, the parties hereto have caused the execution of this Amendment as of the date first written above.

WAL-MART:

WAL-MART STORES, INC., a corporation,



R. Stevens
Secretary

By:

[Signature]

DEVELOPER:

LAKE MANAWA LIMITED PARTNERSHIP, a Nebraska limited partnership,

By: Lake Manawa Centre, Inc.,

ATTEST:

[Signature]
Asst. Secretary

By:

[Signature]
Vice President

COMPARED

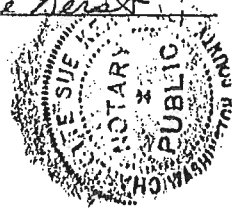
STATE OF Arkansas)
COUNTY OF Washington)SS

BEFORE ME the undersigned Notary Public in and for said County personally appeared Anthony P. Fuller, to me known to be the Director of Property Management, and the identical person whose signature is affixed to the foregoing agreement as such, and he, being first duly sworn, acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 26th day of June, 1995

Charlotte Sue Kerst
NOTARY PUBLIC

My commission Expires: October 1, 2004



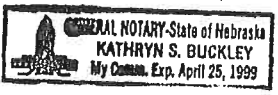
STATE OF Nebraska)
COUNTY OF Douglas)SS

BEFORE ME the undersigned Notary Public in and for said County personally appeared Robert K. Westhead, to me known to be the Vice President of Latic Manawia Limited Partnership and the identical person whose signature is affixed to the foregoing agreement as such, and he, being first duly sworn, acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

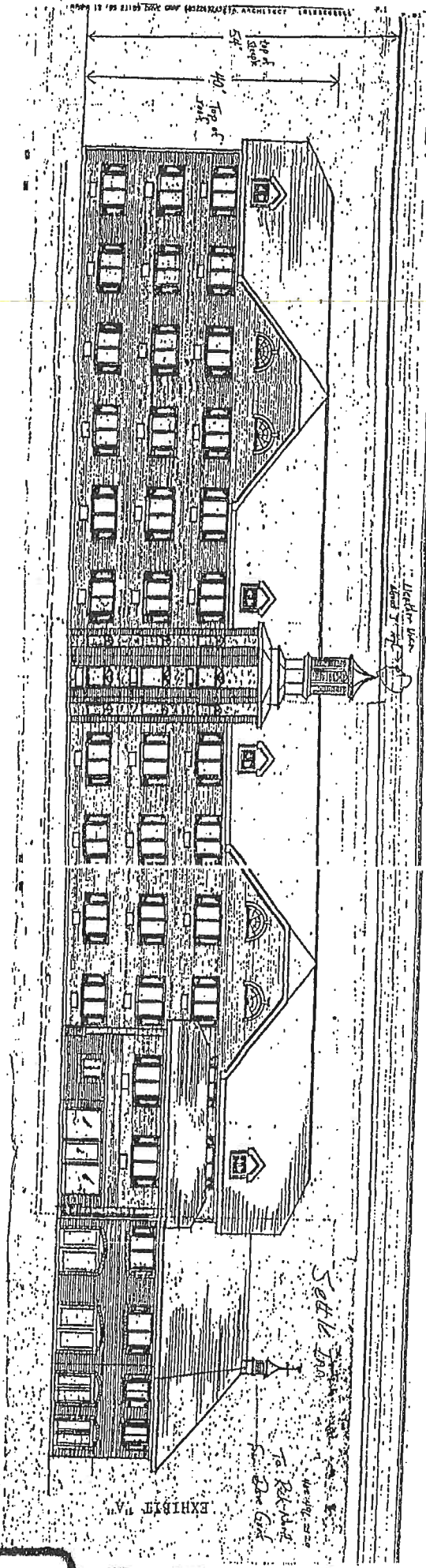
IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 13 day of June, 1995.

Kathryn S. Buckley
NOTARY PUBLIC

My commission Expires: 4/25/99



COMPARED



96-7151

EXHIBIT "A"

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