

**AMENDMENT NO. 1 TO
THE WOODLANDS AT YANKEE HILL
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Amendment No. 1 to The Woodlands at Yankee Hill Conditional Annexation and Zoning Agreement (“Agreement”) is entered into this ____ day of _____, 2009, by and between **Carl R. & Vicki A. Schmidt**, husband and wife; **3AP-SE, L.L.C.**, a Nebraska limited liability company; **Midwest Net Lease Investors-SE, L.L.C.**, a Nebraska limited liability company; **R.C. Krueger Development Company**, a Nebraska corporation; **Krueger Holding Company**, a Nebraska limited liability company; and **Calruby, L.L.C.**, a Nebraska limited liability company, (collectively, “Owner”) and the **City of Lincoln, Nebraska**, a municipal corporation (“City”).

RECITALS

A. The parties, collectively known as Owner, except for RC Krueger Development Company and Krueger Holding Company, entered into the Woodlands at Yankee Hill Conditional Annexation and Zoning Agreement (“Annexation Agreement”) dated August 11, 2007.

B. Under the Annexation Agreement, said parties agreed to construct the Yankee Hill Road Arterial Street Impact Fee Facility Improvements subject to reimbursement from the City on or before December 31, 2009. Said parties further agreed to dedicate to the City a 1.6 acre site for a neighborhood park when the Phase I Property is final platted, along with a 30-foot easement providing a public access connection from the west side of the park to Waterfall (now known as South 74th Street).

C. Owner and City now desire to defer the timing of construction of the Yankee Hill Road Arterial Street Impact Fee Improvements and further desire to reduce the amount of parkland to be dedicated when Phase I of the Property is final platted.

NOW, THEREFORE, in consideration of the above Recitals and mutual covenants contained herein, the Owner and City agree as follows:

1. That subparagraph A, Arterial Street Construction, of paragraph 4, Yankee Hill Road (70th - 84th) Improvements, be amended to change the completion date for construction of said Improvements from December 31, 2009 to December 31, 2012.

2. That subparagraph A, Dedication, of paragraph 3, Parkland Dedication, be amended to read as follows:

As partial fulfillment of the 5.14 acre park dedication which could be required pursuant to Lincoln Municipal Code Section 26.23.160 for the proposed development of the Property, Owner agrees to dedicate at a location acceptable to the City ~~1.6~~ .73 acres for a neighborhood park when the Phase I Property is final platted ~~together with~~. Owner agrees to dedicate a 30-foot wide public access easement connecting the west side of the park to ~~Waterfall~~ South 74th Street when requested by the City. The Owner and City agree that the value of the park land ~~and easement~~ being dedicated is ~~\$67,200.00~~ 30,660.00.

3. That this Amendment No. 1 be filed of record against the Phase I Property at Owner's cost and expense.

4. That all other terms and conditions of The Woodlands at Yankee Hill Conditional Annexation and Zoning Agreement shall remain in full force and effect.

ATTEST:

THE CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

By: _____
Chris Beutler, Mayor of Lincoln

**CARL R. SCHMIDT AND
VICKI A. SCHMIDT, Husband and Wife**

Carl R. Schmidt (Husband)

Vicki A. Schmidt (Wife)

3AP-SE, L.L.C.,
a Nebraska limited liability company

By: Thompson Realty Group, Inc., Manager

By: _____
President

MIDWEST NET LEASE INVESTORS-SE,
a Nebraska limited liability company

By: _____
Managing Member

R.C. KRUEGER DEVELOPMENT COMPANY
a Nebraska corporation

By: _____
President

KRUEGER HOLDING COMPANY, L.L.C.
a Nebraska limited liability company

By: _____
Managing Member

CALRUBY, LLC,
a Nebraska limited liability company

By: _____
Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Carl R. Schmidt and Vicki A. Schmidt, husband and wife.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, President of Thompson Realty Group Inc., Manager of 3AP-SE, a Nebraska limited liability company, on behalf of said company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, Managing Member of Midwest Net Lease Investors-SE, a Nebraska limited liability company, on behalf of said company.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, Managing Member of Calruby, LLC, A Nebraska limited liability company, on behalf of said company.

Notary Public