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FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2009-19234

2009 JUN 19 PM 1:54

*Flora J. Dowling*  
REGISTER OF DEEDS

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## AMENDED SIGN EASEMENT

This is an Amended Sign Easement dated as of ~~April~~ <sup>June</sup> 16, 2009 among Hickory Hill Associates, L.L.C., a Nebraska Limited Liability Company ("Hickory Hill Associates"), 72nd Giles, L.L.C., a Nebraska Limited Liability Company ("Grantor"), and Fareway Stores, Inc., an Iowa Corporation ("Fareway"). Hickory Hill Associates, Grantor, and Fareway are sometimes referred to collectively as the "Parties".

### PRELIMINARY STATEMENT

Forum on Giles, L.L.C., a Nebraska Limited Liability Company, Grantor's predecessor in interest, and Hickory Hill Associates entered into a Sign Easement dated as of March 30, 2007 pertaining to Lot 6 Replat 2 Hickory Hill Plaza subdivision in Sarpy County, Nebraska and recorded as Instrument No. 2007-09344 in the Records of the Sarpy County Register of Deeds (the "Sign Easement").

Grantor and Hickory Hill Associates have agreed to amend the Sign Easement (i) to permit a three identification panel sign (the "Sign") as opposed to the two identification panel sign contemplated in the Sign Easement, and (ii) to permit the owner of Lot 1 Hickory Hill Plaza Replat in Sarpy County, Nebraska ("Lot 1 Replat") presently occupied by Fareway to utilize one of the three identification panels for the sole purpose of identifying its name and logo.

For the purpose of evidencing their agreement, the Parties have entered into this Amended Sign Easement.

### TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety in this portion of this Amended Sign Easement and other valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. The terms used in this Amended Sign Easement shall have the same meaning as ascribed to them in the Sign Easement unless the context herein requires otherwise or unless otherwise specifically provided herein.
2. Section 2 of the Sign Easement is amended in its entirety to read as follows:

2. Permittees. Subject to the provisions of this Amended Sign Easement, the Easement Area and the Sign shall be used exclusively by (i) the record owners of Lot 6 Replat 2 and their respective successors, assignees, lessees, and sublessees, (ii) the record owners of Lot 1 Replat 3 and their respective successors, assignees, lessees, and sublessees, and (iii) the record owners of Lot 1 Replat and their respective successors, assignees, lessees, and sublessees; all persons and entities benefited by the Easement

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established by this Agreement are referred to from time to time collectively as the "Permittees".

3. Exhibit "B" attached to the Sign Easement depicting the two panel sign originally contemplated is hereby deleted and replaced by the Exhibit "B" attached to this Amended Sign Easement which depicts a three panel sign.
4. Section 5 of the Sign Easement is amended in its entirety to read as follows:

5. Sign Share and Responsibility. Depicted on Exhibit B attached to this Amended Sign Easement and incorporated herein is a three panel sign which the Parties have agreed shall be the only sign installed within the Easement Area. Each of the Parties identified in Section 2 of this Amended Sign Easement shall be entitled to the exclusive use of one of the three identification panels of the Sign. Grantor shall be entitled to the top panel of the Sign; the record owner of Lot 1 Replat (presently Fareway) shall be entitled to the middle panel, and Hickory Hill Associates shall be entitled to the bottom panel.

The Sign shall be fabricated in substantial conformity with Exhibit B and the sign specifications described therein. The Grantor shall cause the fabrication and installation of the Sign depicted on Exhibit B and initially shall pay the cost thereof. At such time as a building is opened for business with the public on Lot 1 Replat 3, the record owner of such lot shall pay the Grantor, within thirty (30) days of such opening, one-half of the actual cost of the fabrication and installation of the Sign excluding the costs attributed to any signage on any of the three panels, it being understood that the Party having control of a panel shall be responsible for the fabrication, installation, repair and replacement of any signage placed on such panel.

As consideration for the right of becoming a Permittee under this Amended Sign Easement, Fareway agrees to pay to Grantor the sum of twelve thousand (\$12,000.00) dollars within ten (10) business days of the later of Fareway's receipt of Grantor's invoice and the installation of the Sign within the Easement Area. Anything to the contrary in this Amended Sign Easement, the amount paid by Fareway shall be credited against the total cost of the Sign (excluding the cost of fabrication and installation of any signage on the panels of such Sign) with Grantor and Hickory Hill responsible for one-half of the balance.

Each of the Permittees exercising rights granted under the Amended Sign Easement shall have an insurable interest in the Sign and shall be responsible for insuring its interest in the Sign. In the event of any damage to or destruction of the Sign due to fire or other casualty, whether insured or uninsured, each of record owners of Lot 6 Replat 2, Lot 1 Replat 3, and Lot 1 Replat shall be responsible for one-third the cost of the repair or replacement of the Sign excluding the panels on the Sign whose responsibility rests with the person or entity whose panel is

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damaged or destroyed; provided, however, in the event any such damage or destruction resulting from fire or other casualty is the result of the negligence or misconduct of any of the Permittees, such responsible Permittee shall be solely responsible for all costs of replacement or repair of the Sign.

With respect to all other maintenance or replacements of any part or all of the Sign including the cost of illuminating the Sign and related electricity costs, the record owner of Lot 6 Replat 2, Lot 1 Replat 3, and Lot 1 Replat shall each pay one-third of such cost, excluding the cost of repairing or replacing any of the three panels which shall be paid and the maintenance performed by the person or entity whose signage appears on such panel; provided, however, in the event any such damage is the result of the negligence or misconduct of any of the Permittees, such responsible Permittee shall be solely responsible for all costs of replacement or repair, including replacement of any other Permittee's panel. The Grantor shall be charged with the responsibility of effecting such maintenance and replacements at reasonable costs not exceeding those customarily charged in the greater Omaha metropolitan area for similar services, repairs and replacements. In the event any person or entity responsible for paying any part or all of such maintenance and replacement costs does not pay its share within thirty (30) days of its receipt of an invoice from Grantor (together with reasonable supporting information), then such invoiced amount shall accrue interest at the rate of three percent above the "prime rate" as published in the Wall Street Journal (or equivalent publication should the Wall Street Journal no longer publish such rate) from the date due to the date paid. All unpaid costs and interest shall become a continuing lien upon the non-paying lot owner's lot subject to collection as provided by law.

5. Section 7 of the Sign Easement is amended in its entirety to read as follows:

7. Amendment; Termination. This Amended Sign Easement may be terminated, extended, modified, or amended only with the express written consent of the respective record owners of Lot 1 Replat 3, Lot 6 Replat 2, and Lot 1 Replat.

6. In the event of a conflict between the Sign Easement and this Amended Sign Easement, this Amended Sign Easement shall control.

7. Except as modified by this Amended Sign Easement, the terms and provisions of the Sign Easement are hereby ratified and affirmed.

8. Joinder. Fareway hereby joins in the execution and exchange of this Amended Sign Easement and agrees to be subject to and bound by the Sign Easement as amended by this Amended Sign Easement.

9. Release of Liability. In the event any of the Parties conveys record title to the parcel presently owned by such party, upon recordation of such conveyance

such party shall be relieved from any liability under this Amended Sign Easement accruing from and after the date of such recordation but shall remain liable for any liability which has accrued prior to such recordation.

Hickory Hill Associates, LLC,  
a Nebraska Limited Liability Company

72nd Giles, LLC,  
a Nebraska Limited Liability  
Company

By: \_\_\_\_\_  
Name: JAY R. LEENER  
Title: MANAGER

By: \_\_\_\_\_  
Name: Thomas Jackson  
Title: Managing Member

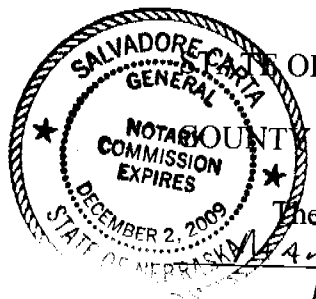
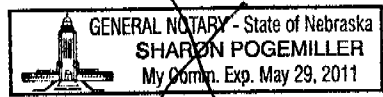
Fareway Stores, Inc  
an Iowa Corporation  
By: Robert W. Heffernen  
Name: ROBERT W. HEFFERNEN  
Title: V.P. OF ENGINEERING

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2009, by Jay R Leener, MANAGER of Hickory Hill Associates, LLC, a Nebraska Limited Liability Company, on behalf of such Limited Liability Company.

Salvatore Carta  
Notary Public

Sharon Pogemiller  
Notary Public



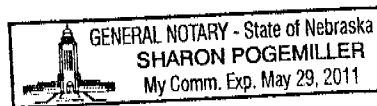
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2009, by Thomas Jackson, Managing Member of

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72<sup>nd</sup> Giles, LLC, a Nebraska Limited Liability Company, on behalf of such Limited Liability Company.

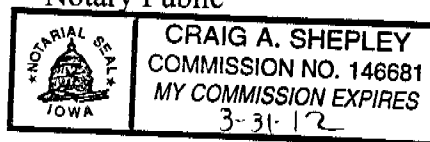
*Sharon Pogemiller*  
Notary Public



STATE OF IOWA            )  
  ) ss.  
COUNTY OF BOONE        )

The foregoing instrument was acknowledged before me this 13<sup>TH</sup> day of <sup>MAY</sup> ~~April~~, 2009, by ROBERT W. HEFFERNEN, VICE PRESIDENT of Fareway Stores, Inc., an Iowa Corporation, on behalf of such Corporation.

*Craig A. Shepley*  
Notary Public



# EXHIBIT A



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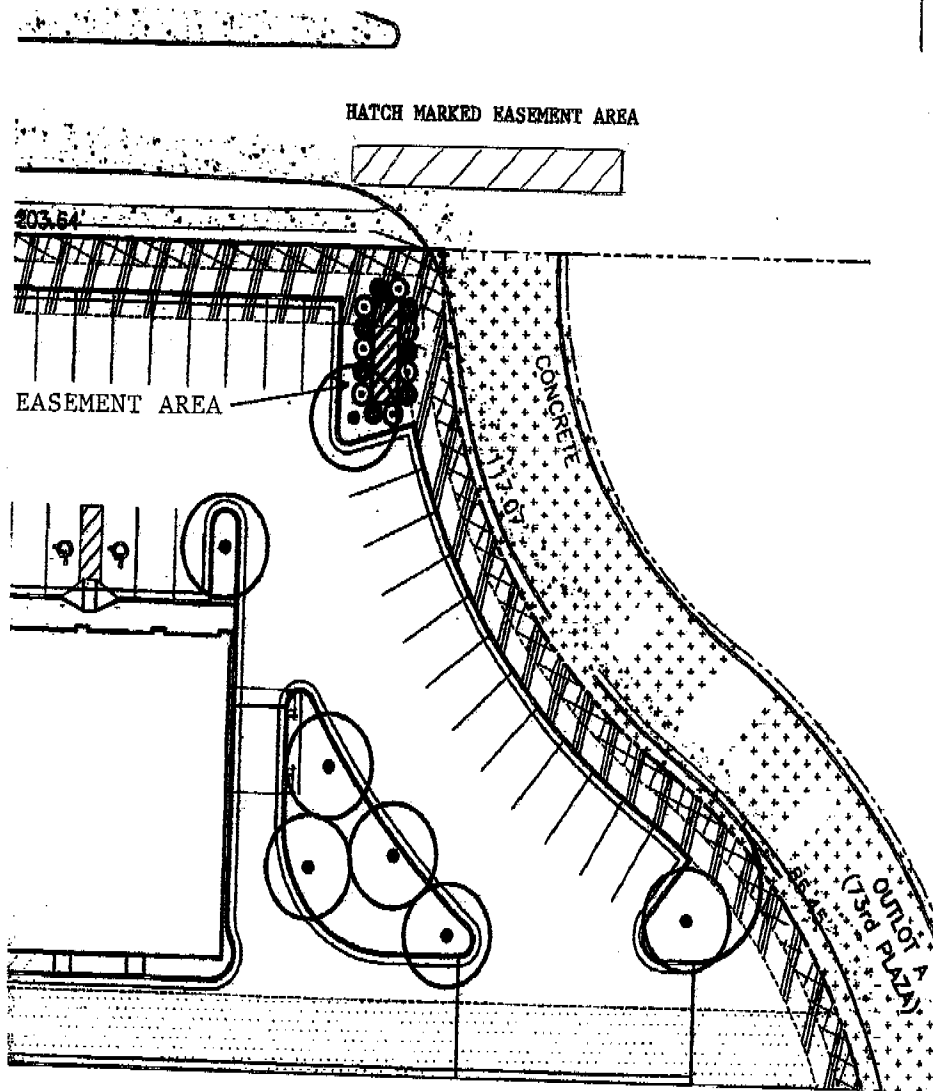


EXHIBIT B

<p><b>DESIGN TYPE</b></p> <p><input type="checkbox"/> INTERIOR    <input type="checkbox"/> EXTERIOR</p> <p><input type="checkbox"/> PERMANENT    <input type="checkbox"/> CHANGEABLE LETTERS</p> <p><input type="checkbox"/> FULL SIGNAGE    <input type="checkbox"/> PERMANENT LETTERS</p> <p><input type="checkbox"/> DOUBLE SIDE    <input type="checkbox"/> SINGLE SIDE SIGN</p> <p><input type="checkbox"/> MONUMENT SIGN    <input type="checkbox"/> DIRECTIONAL</p> <p><input type="checkbox"/> CHANGEABLE PERMANENT SIGNAGE DISPLAYS</p>	
<p><b>PROJECT TYPE</b></p> <p><input type="checkbox"/> NEW CONSTRUCTION</p> <p><input type="checkbox"/> REMODELING</p> <p><input type="checkbox"/> TENANT CHANGES</p> <p><input type="checkbox"/> LANDSCAPE IMPROVEMENTS</p> <p><input type="checkbox"/> CORPORATE CHANGES</p> <p><input type="checkbox"/> AMENDMENTS TO EXISTING SIGNAGE</p>	<p>SCALE: 1/4" = 1'-0"</p> <p>FABRICATE AND INSTALL (1) ONE NEW D/F INTERNALLY ILLUMINATED MONUMENT SIGN DISPLAY.</p> <ol style="list-style-type: none"> <li>1. ALUMINUM OVER INTERNAL ANGLE FRAME PAINTED MEDIUM BEIGE WITH A TEXTURED FINISH. (DECORATIVE REVEALS).</li> <li>2. ALUMINUM OVER INTERNAL ANGLE FRAME. CABINET AND RETAINERS ARE TO BE PAINTED LIGHT BEIGE WITH A TEXTURED FINISH. FACES ARE TO BE 3/16" WHITE ACRYLIC. INTERNAL ILLUMINATION WITH CW/HD FLUORESCENT LAMPS.</li> <li>3. ALUMINUM OVER INTERNAL ANGLE FRAME. BASE SECTIONS ARE TO BE PAINTED LIGHT TAN WITH A TEXTURED FINISH.</li> </ol> <p>ALL COLORS AND COPY ARE TO BE APPROVED BY CUSTOMER PRIOR TO FABRICATION. SIGN IS TO BE INSTALLED IN CUSTOMER SPECIFIED LOCATION.</p>
<p>This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.</p>	<p>1. ALUMINUM OVER INTERNAL ANGLE FRAME PAINTED MEDIUM BEIGE WITH A TEXTURED FINISH. (DECORATIVE REVEALS).</p> <p>2. ALUMINUM OVER INTERNAL ANGLE FRAME. CABINET AND RETAINERS ARE TO BE PAINTED LIGHT BEIGE WITH A TEXTURED FINISH. FACES ARE TO BE 3/16" WHITE ACRYLIC. INTERNAL ILLUMINATION WITH CW/HD FLUORESCENT LAMPS.</p> <p>3. ALUMINUM OVER INTERNAL ANGLE FRAME. BASE SECTIONS ARE TO BE PAINTED LIGHT TAN WITH A TEXTURED FINISH.</p>
<p><b>NOTICE:</b></p> <p>ALL GRAPHIC REPRODUCTIONS ARE SUBJECT TO APPROVAL BY AUTHORIZED CLIENT. AS OF APPROVAL BY THE UNDERSIGNED AND DATED PRIOR TO ANY FABRICATION OF PRODUCT. CUMMINGS SIGN COMPANY, INC. RESERVES ALL RIGHTS AND AGREEMENTS FINAL AND TO CLIENT APPROVAL.</p> <p>Signet: _____ Date: _____</p> <p>Sheet No: _____ Date: _____</p>	<p>Cultured Stone: Bucks County Country Ledgestones.</p> <p>3x6" CIRCULAR CONCRETE FOOTING WITH 8" STEEL THROUGH SIGN.</p>
<p><b>Omaha Neon Sign Company</b> 1001 S. 10th St., Omaha, NE 68102 402-441-1111</p> <p><b>HICKORY HILLS</b></p>	<p>DRIVING: _____</p> <p>DISK #: _____</p> <p>SALES DEPT.: _____</p> <p>DRAWN BY: <i>See Chart</i></p> <p>Scale: As Shown    INSPECTED BY: _____</p> <p>Date: 11.11.98</p> <p>Revised: _____</p>



2009-19234 H

EXHIBIT 'A'

Lot 6, Hickory Hill Plaza Replat 2, an Addition to the City of Papillion, in Sarpy County, Nebraska; AND

Lot 1, Hickory Hill Plaza Replat, an Addition to the City of Papillion, in Sarpy County, Nebraska; AND

Lot 1, Hickory Hill Plaza Replat 3, an Addition to the City of Papillion, in Sarpy County, Nebraska.