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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

SIGNAGE EASEMENT AGREEMENT

10th This Signage Easement Agreement is made and entered into this day of January, 1997, by and between LANOHA-PACIFIC DEVELOPMENT, INC., a Nebraska corporation (herein "Lanoha"), and HY-VEE, INC., an Iowa corporation (herein "Hy-Vee").

Preliminary Statement

Lanoha, as Seller, and Hy-Vee, as Buyer are parties to a Contract for Sale of Real Property dated May 28, 1996 (herein the "Purchase Agreement"), pursuant to which Lanoha has deeded to Hy-Vee property legally described as follows (herein "Lot 1"):

Lot 1, Pacific Springs Replat 3, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, being a replat of Lot 32, Pacific Springs, a platted and recorded subdivision in Douglas County, Nebraska.

Lanoha owns property adjacent to Lot 1 on the west, south and east which is legally described as follows (herein "Lot 2"):

Lot 2, Pacific Springs Replat 3, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, being a replat of Lot 32, Pacific Springs, a platted and recorded subdivision in Douglas County, Nebraska.

The Purchase Agreement also contemplates Lanoha's transfer to Hy-Vee of the real property legally described and pictorially depicted on Exhibit "A" attached hereto (herein the "Signage Property"), which Hy-Vee principally intends to utilize for the construction and the maintenance of signage for the grocery store which it intends to construct on Lot 1. As of closing, the Signage Property may not be conveyed as the Signage Property is not a subdivided and platted lot capable of conveyance. In exchange for consideration received by Lanoha at closing, Lanoha has agreed to grant Hy-Vee a permanent easement for installation and maintenance of signage on the Signage Property and to convey title to the Signage Property to Hy-Vee for the sum of One Dollar (\$1.00) at the time it becomes a subdivided lot.

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NOW, THEREFORE, in consideration of the foregoing Preliminary Statement, and for other valuable consideration, the receipt and sufficiency which is hereby acknowledged, Lanoha and Hy-Vee do hereby agree as follows:

1. Lanoha hereby grants to Hy-Vee, and its successors and assigns to Lot 1, a permanent easement for the construction, installation, operation, maintenance, repair, replacement, preservation and renewal of signage over, upon, above, along and across the Signage Property.

2. Lanoha and Hy-Vee agree that it is necessary to subdivide and replat Lot 1 and Lot 2 before Lanoha may convey to Hy-Vee title to the Signage Property. Such subdivision and replatting shall be accomplished at the sole cost and expense of Lanoha and shall be completed on or before the earlier of: (a) The date set by Buyer in its discretion but which date shall not be less than six (6) months following the delivery of written notice thereof by Hy-Vee to Lanoha or; (b) December 31, 1999. Hy-Vee covenants and agrees that it will cooperate with Lanoha and will execute and deliver such documents and take such actions as may be reasonably necessary to accomplish such subdivision and replatting, including, but not limited to, the execution of a plat, all without cost or expense to Hy-Vee.

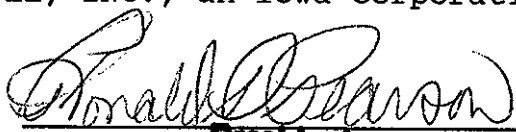
3. Promptly following the completion of the subdivision and replatting contemplated by Paragraph 2 above, Lanoha agrees to execute and deliver to Hy-Vee, a warranty deed conveying title to the Signage Property, subject only to liens and encumbrances which may attach by the written consent of Hy-Vee, and which constitute a lien or encumbrance as of the date of this Signage Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this Signage Easement Agreement to be effective as of the date and year first above written.

LANOHA-PACIFIC DEVELOPMENT, INC., a
Nebraska corporation

By: 
David F. Lanoha, President

HY-VEE, INC., an Iowa corporation

By: 
Donald H. Pearson
President
Title: _____

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

13th The foregoing instrument was acknowledged before me this day of January, 1997, by David F. Lanoha, President of Lanoha-Pacific Development, Inc., a Nebraska corporation, on behalf of the corporation.

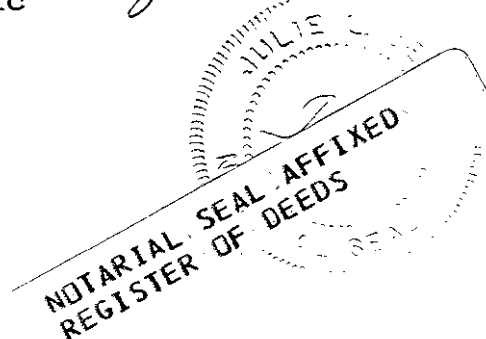


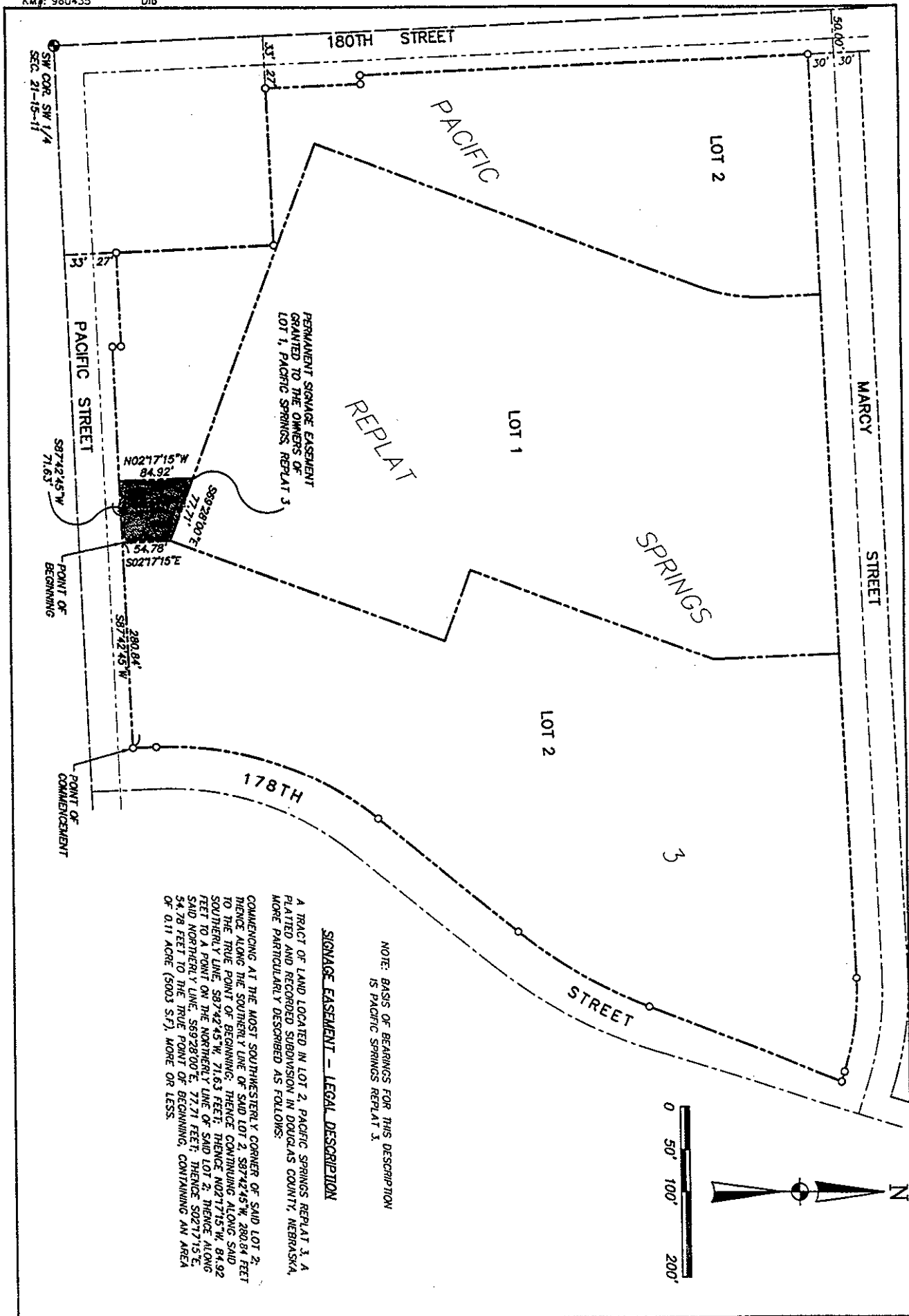
Alice J. Long
Notary Public

STATE OF IOWA)
) SS.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 10th day of January, 1997, by Ronald D. Pearson, a President of Hy-Vee, Inc., an Iowa corporation, on behalf of the corporation.

Julie L. Jensen
Notary Public





SIGNAGE EASEMENT - LEGAL DESCRIPTION

NOTE: BASIS OF BEARINGS FOR THIS DESCRIPTION IS PACIFIC SPRINGS REPLAT 3.

A TRACT OF LAND LOCATED IN LOT 2, PACIFIC SPRINGS REPLAT 3, A PLATED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 2, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, 587° 42' 45" W, 280.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, 587° 42' 45" W, 71.63 FEET; THENCE N02° 17' 15" W, 84.92 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE, 589° 28' 00" E, 77.71 FEET; THENCE S02° 17' 15" E, 54.78 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 0.11 ACRE (5003 S.F.), MORE OR LESS.