

Register of Deeds

Deputy

AMENDMENT OF CROSS-EASEMENT AND
USE RESTRICTION AGREEMENT
(Norfolk, Nebraska)

THIS AGREEMENT made this 29th day of August, 1988,
between SHOPKO STORES, INC., a Minnesota corporation ("Shopko"),
and SUPER VALU STORES, INC., a Delaware corporation ("Super
Valu").

WHEREAS, Shopko and Super Valu entered into a Cross-Easement
and Use Restriction Agreement dated June 24, 1985, filed for
record on May 8, 1986, in M86-5, page 235 in the office of the
Register of Deeds of Madison County, Nebraska, hereinafter the
"Agreement", concerning the use and development of adjacent par-
cels of real estate located in Madison County, Nebraska and more
particularly described in the Agreement; and

WHEREAS, the parties desire to amend the Agreement in certain
respects;

NOW THEREFORE, in consideration of the mutual covenant and
agreements herein contained and for other consideration, the suf-
ficiency and receipt of which are hereby acknowledged, Shopko and
Super Valu hereby covenant and agree as follows:

1. The second unnumbered recital on page 1 of the Agreement is
hereby deleted and the following inserted in its place and
stead:

"WHEREAS, Super Valu is the owner of a certain parcel of
real estate located in Madison County, Nebraska, described
on Exhibit "2" attached hereto (the 'Supermarket Site');
and"

2. The site plan attached to this Amendment as Exhibit A is
hereby, substituted for the site plan attached to the
Agreement as Exhibit 3, and henceforth the substituted site
plan shall be referred to as "Exhibit 3".
3. The words "Exhibit 4" at Section 1.03 of the Agreement are
hereby deleted and the words "Exhibit 3" inserted in their
place and stead.
4. The following words are hereby added to Section 7.01 of the
Agreement:

"Shopko acknowledges that Super Valu reserves for itself,
its successors and assigns, the right to expand the
Supermarket Site as indicated at Exhibit 3 and hereby con-
sents to such expansion or to such smaller expansion as may
be permitted by the City of Norfolk and other pertinent
regulatory authorities on condition that such expansion
shall not create a parking ratio on the Supermarket Site

less than 5.5 spaces per 1,000 square feet of gross leasable area (excluding mezzanines used solely for office space or storage)."

5. The following words are hereby added to Section 8.01 of the Agreement:

"Shopko hereby consents to installation by Super Valu, or Super Valu's successors and assigns, of a pylon sign at the location indicated at Exhibit 3 with the label 'Supermarket Pylon' at the northwestern corner of the Outlot, such pylon sign to be located in no event greater than twenty (20) feet from the Outlot property line bordering Michigan Avenue and thirty (30) feet from the property line bordering Krenzien Avenue. It is further agreed that such pylon sign shall have a sign surface area no greater than two hundred (200) square feet per face, exclusive of pylons and other support apparatus."

6. The third paragraph of Exhibit 4 to the Agreement is hereby deleted and the following inserted in its place and stead:

"3. There shall be no freestanding or pylon signs other than the pylon signs to be maintained by Shopko, and Super Valu and their successors and assigns, which pylon signs shall be located as indicated on Exhibit 3 and which may have an attraction panel with changeable copy. Any third pylon sign installed upon the Outlot shall be no taller than the Shopko pylon sign and the Supermarket pylon sign, which latter two pylon signs may be equal in height. Any third pylon sign shall be installed at least one hundred twenty (120) feet distant from both the supermarket pylon sign and the Shopko pylon sign."

7. Section 7.03 of the Agreement is hereby deleted in its entirety, and the following inserted in its place and stead:

"7.03. It is agreed that so long as the Supermarket Site is being used for the operation of a supermarket, no portion of the Entire parcel, other than the Supermarket Site may be used for a wholesale or retail supermarket, beer, wine and liquor store or department, grocery market or department, vegetable produce market or department, fruit or produce market or department, bakery or bakery department, dairy store or department, delicatessen store or department, or any similar food store. Further, so long as the Supermarket Site is being used for the operation of a Supermarket, no portion of the Entire Parcel shall be used as a dance studio, church, community hall, bowling alley, sit-down restaurant larger than 7500 square feet, or theater, and no portion of the Entire Parcel except the Outlot shall be used as a health or fitness club. A portion of

the Entire Parcel may be used for a banking or savings and loan institution or a branch thereof, so long as such use does not restrict in any way the right of the occupant of the Supermarket Site or the Shopko site to place an automated teller machine or other financial services facility therein. These restrictions shall not be deemed to prevent the Shopko Site from being leased, occupied or used for an ice cream store or parlor, pizza parlor or restaurant or for the sale of miscellaneous items similar to those which may be sold on the Supermarket Site. This restriction may be waived solely by Super Valu in writing in an instrument recorded in the Office of the Register of Deeds in which the Cross Easement Agreement is recorded."

8. The following sentence is hereby inserted as the final sentence in Section 2.02:

"Shopko specifically covenants that Super Valu its successors and assigns, will have free access at all times to the area designated on Exhibit 3 as "Common Service Access Area" for the purpose of maneuvering delivery trucks serving the Supermarket Site."

9. Shopko and Super Valu hereby reaffirm said Cross-Easement and Use Restriction Agreement dated June 24, 1985, and agree that it shall stand in full force and effect as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Cross-Easement Agreement as of the day and year first above written.

SHOPKO STORES, INC., a
Minnesota corporation

By: *William C. Hurt*
Its: PRESIDENT

By: *William C. Hurt*
Its: WILLIAM C. HURT
Secretary

SUPER VALU STORES, INC., a
Delaware corporation

By: *James A. Strom*
Its: VP Development

By: *James A. Strom*
Its: JAMES A. STROM
CORPORATE SECRETARY



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Cross-Easement Agreement Notary Page, First

STATE OF WISCONSIN) ss
COUNTY OF BROWN)

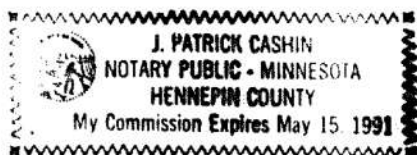
Personally came before me this 25th day of August, 1988, William J. Russell President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.



Notary Public, Wisconsin

My Commission Expires: 12-23-90STATE OF MINNESOTA) ss
COUNTY OF HENNEPIN)

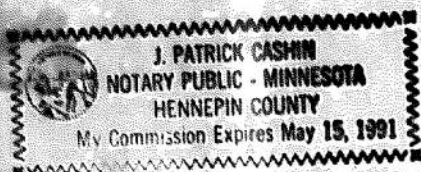
Personally came before me this 29th day of August, 1988, William C. Hunt, of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the law of the State of Minnesota, and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

Notary Public, Hennepin
County, MinnesotaMy Commission Expires: May 15, 1991

Cross-Easement Agreement Notary Page, Second

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Personally came before me this 29th day of August,
1988, James A. Cronin, of Super Valu
Stores, Inc., a corporation duly organized and existing under
and by virtue of the law of the State of Delaware, and to me
known to be such person who executed the foregoing instrument,
and to me known to be such Secretary of said corporation
and acknowledged that he executed the foregoing instrument as
such officer as the act of said corporation, by its authority.

Notary Public, Hennepin
County, MinnesotaMy Commission Expires: May 15, 1991

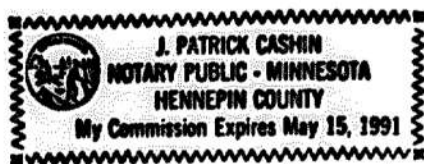
THIS INSTRUMENT WAS DRAFTED BY:

STUART DEURINGATTORNEY AT LAW3381 GORHAM AVENUEMINNEAPOLIS, MN 55426(612) 929-0371

Cross-Easement Agreement Notary Page, Third

STATE OF MINNESOTA)) ss.
COUNTY OF HENNEPIN)

Personally came before me this 29th day of August, 1988, Gordon W. Hippen, of Super Valu Stores, Inc., a corporation duly organized and existing under and by virtue of the law of the State of Delaware, and to me known to be such person who executed the foregoing instrument, and to me known to be such Vice President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.



5-15-1991

Notary Public _____
County, Minnesota
My Commission Expires: _____



NASH FINCH COMPANY
3381 GORMAN AVENUE MINNEAPOLIS, MINNESOTA 554

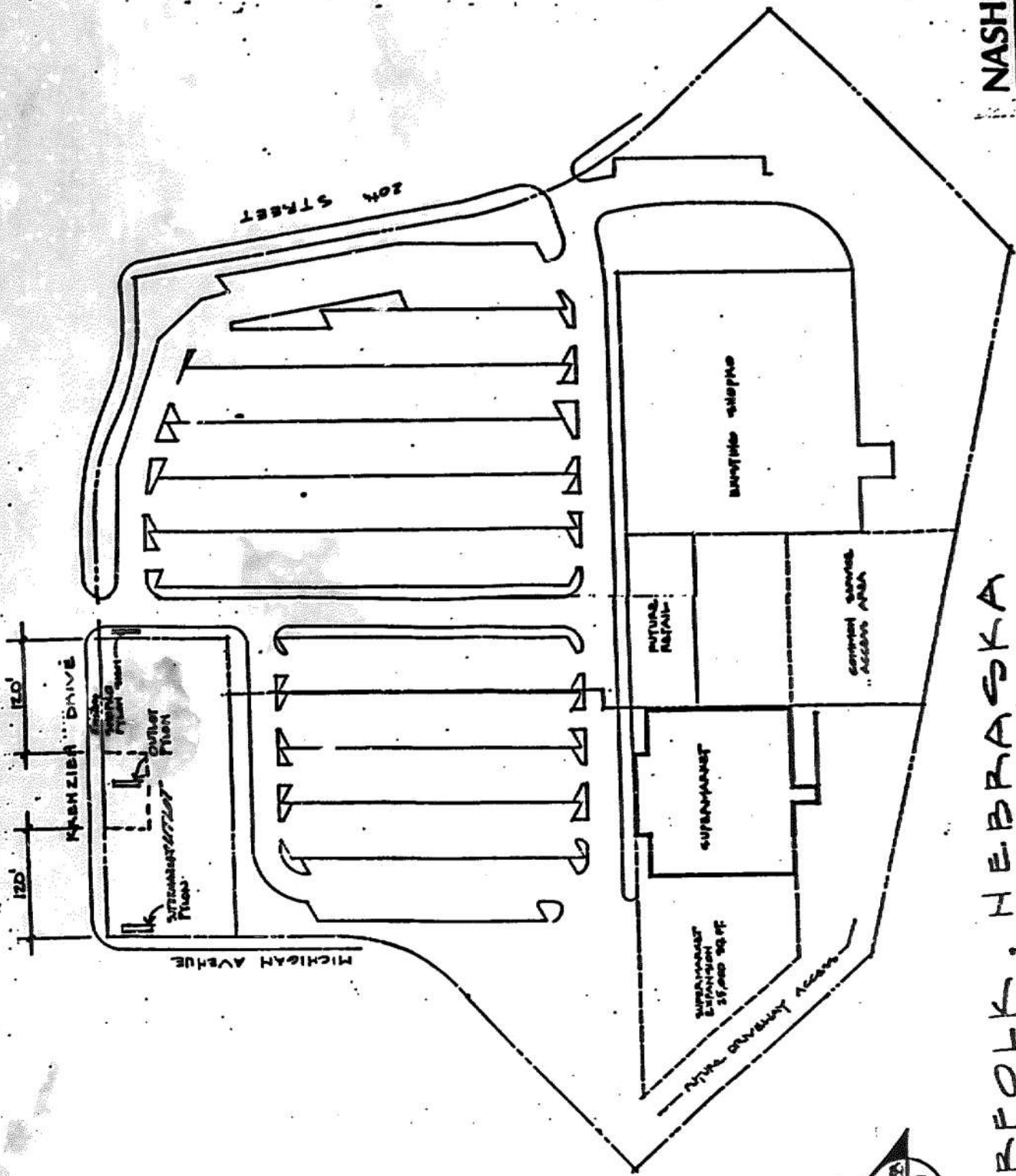


EXHIBIT A TO AMENDMENT OF CROSS-EASEMENT AGREEMENT
(EXHIBIT 3 TO CROSS-EASEMENT AGREEMENT)



NORFOLK, NEBRASKA
SITE PLAN

R. SCHAPER

EXHIBIT "2"

Lot 3 of Block 1, of the Replat of Shopko Acres, being a part of the City of Norfolk, Madison County, Nebraska, and located in the Southwest Corner of Section 28, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, according to the recorded plat thereof filed the 16th day of April, 1985, in Cabinet 1 of Plats, page 178A in the office of the Register of Deeds of Madison County, Nebraska.