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

ShopKo Stores, Inc., a Minnesota corporation ("ShopKo") and Super Valu Stores, Inc., a Delaware corporation ("Super Valu") entered into a Cross-Easement and Use Restriction Agreement dated June 24, 1985 and filed for record on May 8, 1986 in M86-5, page 235 in the office of the Register of Deeds of Madison County, Nebraska ("Agreement") concerning the use and development of adjacent parcels of real estate located in Madison County, Nebraska as more particularly described in the Agreement.

ShopKo and Super Valu entered into an Amendment of the Agreement dated the 29th day of August, 1988, which Amendment is hereafter included within the term, Agreement.

Nash Finch Company, a Delaware corporation ("Nash Finch") is purchasing from Super Valu a parcel of land covered by the Agreement.

Pursuant to the terms of the Agreement, Nash Finch as grantee of a parcel covered by the Agreement, wishes to acknowledge its assumption of the obligations imposed upon the owners of parcels covered by the Agreement.

In consideration of the preambles, other good and valuable consideration, and with knowledge that Super Valu will act to its detriment in reliance upon Nash Finch's undertaking as set out below, Nash Finch agrees as follows:

1. The parcel being acquired by Nash Finch is described as follows:

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 Madison County, Nebraska, according to the recorded Plat thereof filed the 16th day of April, 1985, in Cabinet 1 of Plats on page 178A in the Office of the Register of Deeds for Madison County, Nebraska.

("Site").

2. Nash Finch agrees not to use, occupy, or allow any lessee or occupant of the Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements or covenants contained in the Agreement.
3. Nash Finch does hereby assume and agrees to perform each and all of the obligations of Super Valu under the Agreement with respect to the Site.

4. Nash Finch agrees to indemnify and hold harmless Super Valu against and from any and all losses, costs, claims, liabilities or expenses, including attorney's fees, arising directly or indirectly out of Nash Finch's failure to fully perform its obligations and undertakings under this instrument from and after the date of this instrument.

IN WITNESS WHEREOF, undersigned has caused this Agreement to be executed as of the 29th day of August, 1988.

WITNESSES:

*Elizabeth Rutledge*  
*Jon Solberg*

NASH FINCH COMPANY

By: *Harold B. Finch, Jr.*  
Its: Chairman of the Board



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN)

On this 29 day of August, 1988, before me, a Notary Public in and for said County, personally appeared Harold B. Finch, Jr., to me personally known, who being by me duly sworn, did say that he is Chairman of the Board of Nash Finch Company, and that the foregoing instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and that the seal affixed to the foregoing instrument is the seal of said corporation, and the said Chairman of the Board acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



6-4-91

*Jonathan J. Solberg*  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

J. Patrick Cashin  
Attorney-at-law  
11840 Valley View Road  
Eden Prairie, MN 55344  
(612) 828-4152

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THE STATE OF NEBRASKA }  
MADISON COUNTY } ss.

This instrument filed for record  
the 21 day of September 1988  
at 1:40 o'clock P. M. and recorded in  
M88-9

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Chg. \$10.50 No. 4116 Paged General Indexed

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Betty M. Eucker  
Register of Deeds  
~~Deputy Register of Deeds~~

1:40  
by, bill return: Cleare, Madison Co Abstract