

Northeast Nebr Title
PO Box 86
Stanton NE 68779
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THE STATE OF NEBRASKA } ss.
MADISON COUNTY }

This instrument filed for record
the 17 day of March 20 04
at 8:30 o'clock A.M. and record in
M2004-3

Page 1226-1237

Nancy J. Green
Register of Deeds
Deputy Reg. of Deeds

When Recorded, Return to:
ShopKo Stores, Inc.
P.O. Box 19060
Green Bay, WI 54307-9060

**THIRD AMENDMENT TO
CROSS-EASEMENT AND USE
RESTRICTION AGREEMENT**
NORFOLK, NEBRASKA

EFFECTIVE DATE: March 12, 2004

PARTIES:

ShopKo Stores, Inc., a Wisconsin Corporation ("ShopKo")
Norfolk-Rock Max, L.L.C. ("Rock-Max")
Advance Stores Company, Incorporated, a Virginia corporation ("Advance")
JJRJR, Inc., d/b/a Roth Development, Inc. a Kentucky corporation ("JJRJR")

True and Actual Consideration: Mutual Covenants.

RECITALS:

- A. ShopKo and Super Valu Stores, Inc., a Delaware corporation ("Super Valu"), entered into a Cross-Easement and Use Restriction Agreement (the "Cross-Easement Agreement") dated June 24, 1985 and recorded in the Madison County Register of Deed's Office on May 8, 1986 in M86-5 at Pages 235-258, concerning the use and development of adjacent parcels of real estate located in Madison County, Nebraska, and further described on EXHIBIT 1 attached hereto.
- B. ShopKo and Super Valu entered into an Amendment of Cross-Easement and Use Restriction Agreement (the "First Amendment") dated August 29, 1988 and recorded in the Madison County Register of Deed's Office on September 21, 1988 in M88-9 at Pages 704-710A, which amended the Agreement.

- C. Nash Finch Company, a Delaware corporation ("Nash Finch") succeeded to the ownership of the parcel of real estate owned by Super Valu and affected by the Agreement as amended and assumed all obligations of Super Valu under the Agreement by reason of an Assumption of Cross-Easement and Use Restriction Agreement dated August 29, 1988 and recorded in the Madison County Register of Deed's Office on September 21, 1988 in M88-9 at Pages 719.
- D. ShopKo and Nash Finch entered into a Second Amendment of Cross-Easement and Use Restriction Agreement (the "Second Amendment") dated August 18, 1989 and recorded in the Madison County Register of Deed's Office on August 25, 1989 in M89-8 at Pages 682-687, which amended the Agreement and modified the Site Plan. Western Auto Supply Company thereafter succeeded to the ownership of a parcel of the real estate owned by ShopKo and affected by the Agreement as amended, title to which parcel was subsequently transferred to Tire and Auto Holdings, Inc. Tire and Auto Holdings, Inc., subsequently changed its name to Parts America, Inc., which thereafter merged into Advance Stores Company, Incorporated.
- E. Rock-Max succeeded to the ownership of the parcel of real estate owned by Super Valu and subsequently by Nash Finch and affected by the Agreement as amended.
- F. The parties are the owners of the property benefited by and burdened by the terms and conditions of the Cross-Easement Agreement, as amended.
- G. The parties enter into this Third Amendment of Cross-Easement and Use Restriction Agreement (the "Third Amendment") in order to modify the Site Plan, by which JJRJR will succeed to the ownership of a parcel of the real estate owned by ShopKo and affected by the Agreement as amended (the "JJRJR Site") and further described on EXHIBIT 2 and EXHIBIT 3 attached hereto, and for such other purposes as set forth herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Third Amendment hereby agree as follows:

1. **Incorporation of Recitals:** Recitals A through G above are incorporated into this Third Amendment by this reference.
2. **New Site Plan:** The Site Plan attached to this Third Amendment as EXHIBIT 3 is hereby substituted for the Site Plan attached to the original Agreement as EXHIBIT 3 and all references to EXHIBIT 3 in the Agreement as amended will be deemed to refer to EXHIBIT 3 as attached hereto.

3. **Consent:** The Parties consent to the creation and sale of the JJRJR Site as an outlot. The parties also consent to the creation and sale of an additional outlot by ShopKo on the ShopKo Site in a size and location to be determined by ShopKo in the future, and the creation and sale of an additional outlot by Rock-Max of approximately the size and in approximately the location depicted in EXHIBIT 4. Notwithstanding the foregoing, Advance must approve in writing the creation, size and location of any outlot which may adversely affect the visibility of and/or the parking available to the parcel owned by Advance, its successors and/or assigns and/or any store or business operated by Advance, its successors, assigns, lessees, sublessees and/or licensees. All outlots shall be governed by the Cross-Easement Agreement and in particular the restrictions of Section 7, including the restrictions of Section 7.05 which shall apply to all the outlots, not solely Outlot 1.

4. **Restrictive Covenants:** No portion of the Rock-Max or ShopKo outlots shall be used or occupied by a business devoted to retail banking nor shall either of such outlots contain an automatic teller machine or similar device. The foregoing covenants shall run with the land for the benefit of the JJRJR Site and may be enforced by injunctive relief in addition to all other rights and remedies by the owner, lessee or occupant of the JJRJR Site.

In addition, no Party to this Agreement nor their respective successors, assigns, lessees, sublessees and/or licensees may use any portion of the Entire Parcel and/or the properties benefited by and burdened by the terms and conditions of the Cross-Easement Agreement, as amended, and this Third Amendment (excluding the parcel owned by Advance and the 67,000 square foot existing Shopko store building shown on Exhibit 3) for the purpose of (i) conducting thereon a business similar to that being conducted by Advance upon the parcel owned by Advance or (ii) the sales, display or rental of automotive parts, accessories, supplies and/or maintenance items. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the incidental sales, display or rental of such items from said properties, provided that no more than seven hundred (700) square feet in the aggregate of the gross square footage of any individual store or business selling such items may be used for the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items. The foregoing covenant shall run with the land for the benefit of the parcel owned by Advance and may be enforced by injunction and/or by any other remedy(ies) available to the owner, lessee, sublessee, licensee or occupant of the parcel owned by Advance.

5. **Capitalized Terms:** All capitalized terms in this Third Amendment shall have the same meaning as in the original Cross-Easement and Use Restriction Agreement, as amended by the Amendment and Second Amendment thereto.

6. **Binding Effect:** The covenants, terms and conditions of the Cross-Easement Agreement, as amended, and this Third Amendment shall run with the land and be binding upon all successors and assigns.

7. **Notice:** All notices under the Agreement as amended shall be effective if mailed certified mail, return receipt requested, as follows (unless a change of address is given pursuant hereto):

A. If to ShopKo:
ShopKo Stores, Inc.
700 Pilgrim Way
P.O. Box 19060
Green Bay, Wisconsin 54307-9060
Attention: General Counsel and Vice President of Real Estate

B. If to Rock-Max:
Dial Realty Corp.
11506 Nicholas Street
Omaha, Nebraska 68154
Attention: CHRIS HELD


C. If to Advance:
Advance Stores Company, Incorporated
5673 Airport Road
Roanoke, Virginia 24012
Attention: Real Estate Department

With a copy to:
Advance Stores Company, Incorporated
5673 Airport Road
Roanoke, Virginia 24012
Attention: Legal Department

D. If to JJRJR:
JJRJR, Inc. d/b/a Roth Development, Inc.
1999 Brownsboro Road
Louisville, KY 40206
Attn: William E. Northcut

8. **Building Area:** The definition in Section 1.03 to of "Building Area" is hereby amended to state:

The term "Building Areas" means and includes all areas of the Entire Parcel which are shown on Exhibit 3 as a building with square feet designated or the portion of the JJRJR Site on which a building and related improvements are constructed after the date hereof.


Terry L. Dimmick
Notary Public, Wisconsin
My Commission expires August 21, 2005

NORFOLK-ROCK MAX L.L.C.

By: ROCKFORD RIVERSIDE LIMITED
PARTNERHSHIP, its sole member

By: HELD REAL ESTATE
COMPANY, general partner

By: [Signature]
Christopher R. Held, President

Attest: [Signature]

STATE OF Nebraska)
COUNTY OF Douglas) ss.

Personally came before me this 5 day of March, 2004, Christopher Held
and [Signature] of Held Real Estate Company, a corporation duly organized and
existing under and by virtue of the laws of the State of Nebraska, and to me known to be the
persons who executed the foregoing instrument on behalf of Held Real Estate Company, as the
general partner of Rockford Riverside Limited Partnership, as the sole member of Norfolk-Rock
Max L.L.C., and to me known to be such individual and
Pres. of said company and acknowledged that they executed the
foregoing instrument as such officers as the act of said corporation, by its authority.



Lisa Naylon
Notary Public, Nebraska
My Commission 11-28-07

ADVANCE STORES COMPANY,
INCORPORATED

By: _____
Name: _____
Title: _____
Attest: _____

STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this _____ day of March, 2004, _____
and _____ of Advance Stores Company,
Incorporated, a corporation duly organized and existing under and by virtue of the laws of the
State of Virginia, and to me known to be the persons who executed the foregoing instrument, and
to me known to be such _____ and _____
of said corporation and acknowledged that they executed the foregoing instrument as such
officers as the act of said corporation, by its authority.

Notary Public, _____
My Commission _____

NORFOLK-ROCK MAX L.L.C.

By: ROCKFORD RIVERSIDE LIMITED
PARTNERHSHIP, its sole member

By: HELD REAL ESTATE
COMPANY, general partner

By: _____
Christopher R. Held, President

Attest: _____

STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this ____ day of March, 2004, _____
and _____ of Held Real Estate Company, a corporation duly organized and
existing under and by virtue of the laws of the State of Nebraska, and to me known to be the
persons who executed the foregoing instrument on behalf of Held Real Estate Company, as the
general partner of Rockford Riverside Limited Partnership, as the sole member of Norfolk-Rock
Max L.L.C., and to me known to be such _____ and
_____ of said company and acknowledged that they executed the
foregoing instrument as such officers as the act of said corporation, by its authority.

Notary Public, _____
My Commission _____

ADVANCE STORES COMPANY,
INCORPORATED

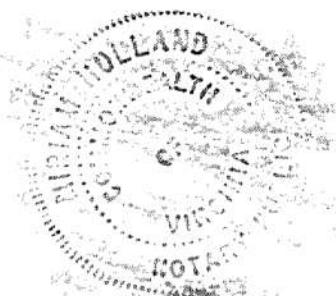
By: Jimmie L. Wade
Name: Jimmie L. Wade
Title: President

Attest: Shirley M. Langley, Secretary

Commonwealth
STATE OF Virginia)
COUNTY OF Roanoke) ss.

Personally came before me this 5th day of March, 2004, Jimmie L. Wade
and Eric M. Mangoun of Advance Stores Company,
Incorporated, a corporation duly organized and existing under and by virtue of the laws of the
State of Virginia, and to me known to be the persons who executed the foregoing instrument, and
to me known to be such President and Secretary
of said corporation and acknowledged that they executed the foregoing instrument as such
officers as the act of said corporation, by its authority.

Miriam Holland
Notary Public, Miriam Holland
My Commission 2/28/05



JJRJR, INC. D/B/A ROTH DEVELOPMENT,
INC.

By: William E. Naber
Name: William E. Naber
Title: POB

Attest: Mary Corden

STATE OF Kentucky)
) ss.
COUNTY OF Jefferson)

Personally came before me this 5th day of March, 2004, William E. Naber
and _____ of JJRJR, Inc. d/b/a Roth
Development, Inc., a corporation duly organized and existing under and by virtue of the laws of the
State of Kentucky, and to me known to be the persons who executed the foregoing instrument,
and to me known to be such President and
_____ of said corporation and acknowledged that they executed the
foregoing instrument as such officers as the act of said corporation, by its authority.

John W. Hampton
Notary Public, John W. Hampton
My Commission 5-3-06

EXHIBITS 1, 2 AND 3 FOLLOW



Rev

EXHIBIT 1**THIRD AMENDMENT TO
CROSS-EASEMENT AND USE RESTRICTION AGREEMENT
NORFOLK, NEBRASKA****SHOPKO SITE**

Lots 1 and 4 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.

SUPER VALU/ROCK-MAX SITE

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.

ADVANCE SITE

Lot 2 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.

EXHIBIT 2**THIRD AMENDMENT TO
CROSS-EASEMENT AND USE RESTRICTION AGREEMENT
NORFOLK, NEBRASKA**

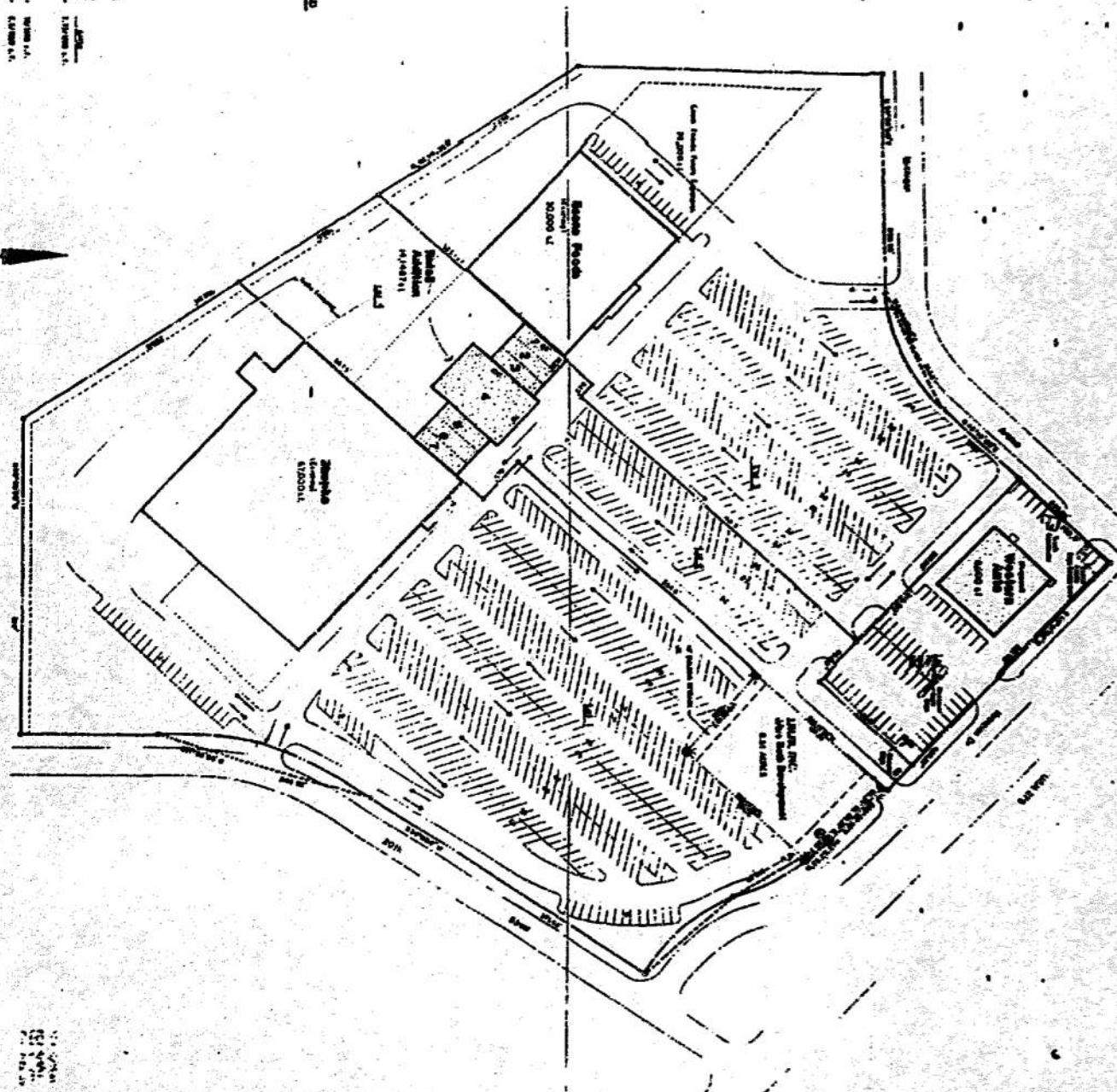
Lot 2-R of the Replat of Lot 1, Block 1 of Replat of Shopko Acres, a Subdivision City of Norfolk, Madison County, Nebraska; all according to the recorded Plat filed on November 5, 2003 in Cabinet 5 of Plats on Page 27A in the office of the Register of Deeds of Madison County, Nebraska.

EXHIBIT 3

**THIRD AMENDMENT TO
CROSS-EASEMENT AND USE RESTRICTION AGREEMENT
NORFOLK, NEBRASKA**

Item	Area	Area	Area
1. Lot 1	1.0000	1.0000	1.0000
2. Lot 2	1.0000	1.0000	1.0000
3. Lot 3	1.0000	1.0000	1.0000
4. Lot 4	1.0000	1.0000	1.0000
5. Lot 5	1.0000	1.0000	1.0000
6. Lot 6	1.0000	1.0000	1.0000
7. Lot 7	1.0000	1.0000	1.0000
8. Lot 8	1.0000	1.0000	1.0000
9. Lot 9	1.0000	1.0000	1.0000
10. Lot 10	1.0000	1.0000	1.0000
11. Lot 11	1.0000	1.0000	1.0000
12. Lot 12	1.0000	1.0000	1.0000
13. Lot 13	1.0000	1.0000	1.0000
14. Lot 14	1.0000	1.0000	1.0000
15. Lot 15	1.0000	1.0000	1.0000
16. Lot 16	1.0000	1.0000	1.0000
17. Lot 17	1.0000	1.0000	1.0000
18. Lot 18	1.0000	1.0000	1.0000
19. Lot 19	1.0000	1.0000	1.0000
20. Lot 20	1.0000	1.0000	1.0000
21. Lot 21	1.0000	1.0000	1.0000
22. Lot 22	1.0000	1.0000	1.0000
23. Lot 23	1.0000	1.0000	1.0000
24. Lot 24	1.0000	1.0000	1.0000
25. Lot 25	1.0000	1.0000	1.0000
26. Lot 26	1.0000	1.0000	1.0000
27. Lot 27	1.0000	1.0000	1.0000
28. Lot 28	1.0000	1.0000	1.0000
29. Lot 29	1.0000	1.0000	1.0000
30. Lot 30	1.0000	1.0000	1.0000
31. Lot 31	1.0000	1.0000	1.0000
32. Lot 32	1.0000	1.0000	1.0000
33. Lot 33	1.0000	1.0000	1.0000
34. Lot 34	1.0000	1.0000	1.0000
35. Lot 35	1.0000	1.0000	1.0000
36. Lot 36	1.0000	1.0000	1.0000
37. Lot 37	1.0000	1.0000	1.0000
38. Lot 38	1.0000	1.0000	1.0000
39. Lot 39	1.0000	1.0000	1.0000
40. Lot 40	1.0000	1.0000	1.0000
41. Lot 41	1.0000	1.0000	1.0000
42. Lot 42	1.0000	1.0000	1.0000
43. Lot 43	1.0000	1.0000	1.0000
44. Lot 44	1.0000	1.0000	1.0000
45. Lot 45	1.0000	1.0000	1.0000
46. Lot 46	1.0000	1.0000	1.0000
47. Lot 47	1.0000	1.0000	1.0000
48. Lot 48	1.0000	1.0000	1.0000
49. Lot 49	1.0000	1.0000	1.0000
50. Lot 50	1.0000	1.0000	1.0000
51. Lot 51	1.0000	1.0000	1.0000
52. Lot 52	1.0000	1.0000	1.0000
53. Lot 53	1.0000	1.0000	1.0000
54. Lot 54	1.0000	1.0000	1.0000
55. Lot 55	1.0000	1.0000	1.0000
56. Lot 56	1.0000	1.0000	1.0000
57. Lot 57	1.0000	1.0000	1.0000
58. Lot 58	1.0000	1.0000	1.0000
59. Lot 59	1.0000	1.0000	1.0000
60. Lot 60	1.0000	1.0000	1.0000
61. Lot 61	1.0000	1.0000	1.0000
62. Lot 62	1.0000	1.0000	1.0000
63. Lot 63	1.0000	1.0000	1.0000
64. Lot 64	1.0000	1.0000	1.0000
65. Lot 65	1.0000	1.0000	1.0000
66. Lot 66	1.0000	1.0000	1.0000
67. Lot 67	1.0000	1.0000	1.0000
68. Lot 68	1.0000	1.0000	1.0000
69. Lot 69	1.0000	1.0000	1.0000
70. Lot 70	1.0000	1.0000	1.0000
71. Lot 71	1.0000	1.0000	1.0000
72. Lot 72	1.0000	1.0000	1.0000
73. Lot 73	1.0000	1.0000	1.0000
74. Lot 74	1.0000	1.0000	1.0000
75. Lot 75	1.0000	1.0000	1.0000
76. Lot 76	1.0000	1.0000	1.0000
77. Lot 77	1.0000	1.0000	1.0000
78. Lot 78	1.0000	1.0000	1.0000
79. Lot 79	1.0000	1.0000	1.0000
80. Lot 80	1.0000	1.0000	1.0000
81. Lot 81	1.0000	1.0000	1.0000
82. Lot 82	1.0000	1.0000	1.0000
83. Lot 83	1.0000	1.0000	1.0000
84. Lot 84	1.0000	1.0000	1.0000
85. Lot 85	1.0000	1.0000	1.0000
86. Lot 86	1.0000	1.0000	1.0000
87. Lot 87	1.0000	1.0000	1.0000
88. Lot 88	1.0000	1.0000	1.0000
89. Lot 89	1.0000	1.0000	1.0000
90. Lot 90	1.0000	1.0000	1.0000
91. Lot 91	1.0000	1.0000	1.0000
92. Lot 92	1.0000	1.0000	1.0000
93. Lot 93	1.0000	1.0000	1.0000
94. Lot 94	1.0000	1.0000	1.0000
95. Lot 95	1.0000	1.0000	1.0000
96. Lot 96	1.0000	1.0000	1.0000
97. Lot 97	1.0000	1.0000	1.0000
98. Lot 98	1.0000	1.0000	1.0000
99. Lot 99	1.0000	1.0000	1.0000
100. Lot 100	1.0000	1.0000	1.0000

Item	Area	Area	Area
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3. Lot 3	1.0000	1.0000	1.0000
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9. Lot 9	1.0000	1.0000	1.0000
10. Lot 10	1.0000	1.0000	1.0000
11. Lot 11	1.0000	1.0000	1.0000
12. Lot 12	1.0000	1.0000	1.0000
13. Lot 13	1.0000	1.0000	1.0000
14. Lot 14	1.0000	1.0000	1.0000
15. Lot 15	1.0000	1.0000	1.0000
16. Lot 16	1.0000	1.0000	1.0000
17. Lot 17	1.0000	1.0000	1.0000
18. Lot 18	1.0000	1.0000	1.0000
19. Lot 19	1.0000	1.0000	1.0000
20. Lot 20	1.0000	1.0000	1.0000
21. Lot 21	1.0000	1.0000	1.0000
22. Lot 22	1.0000	1.0000	1.0000
23. Lot 23	1.0000	1.0000	1.0000
24. Lot 24	1.0000	1.0000	1.0000
25. Lot 25	1.0000	1.0000	1.0000
26. Lot 26	1.0000	1.0000	1.0000
27. Lot 27	1.0000	1.0000	1.0000
28. Lot 28	1.0000	1.0000	1.0000
29. Lot 29	1.0000	1.0000	1.0000
30. Lot 30	1.0000	1.0000	1.0000
31. Lot 31	1.0000	1.0000	1.0000
32. Lot 32	1.0000	1.0000	1.0000
33. Lot 33	1.0000	1.0000	1.0000
34. Lot 34	1.0000	1.0000	1.0000
35. Lot 35	1.0000	1.0000	1.0000
36. Lot 36	1.0000	1.0000	1.0000
37. Lot 37	1.0000	1.0000	1.0000
38. Lot 38	1.0000	1.0000	1.0000
39. Lot 39	1.0000	1.0000	1.0000
40. Lot 40	1.0000	1.0000	1.0000
41. Lot 41	1.0000	1.0000	1.0000
42. Lot 42	1.0000	1.0000	1.0000
43. Lot 43	1.0000	1.0000	1.0000
44. Lot 44	1.0000	1.0000	1.0000
45. Lot 45	1.0000	1.0000	1.0000
46. Lot 46	1.0000	1.0000	1.0000
47. Lot 47	1.0000	1.0000	1.0000
48. Lot 48	1.0000	1.0000	1.0000
49. Lot 49	1.0000	1.0000	1.0000
50. Lot 50	1.0000	1.0000	1.0000
51. Lot 51	1.0000	1.0000	1.0000
52. Lot 52	1.0000	1.0000	1.0000
53. Lot 53	1.0000	1.0000	1.0000
54. Lot 54	1.0000	1.0000	1.0000
55. Lot 55	1.0000	1.0000	1.0000
56. Lot 56	1.0000	1.0000	1.0000
57. Lot 57	1.0000	1.0000	1.0000
58. Lot 58	1.0000	1.0000	1.0000
59. Lot 59	1.0000	1.0000	1.0000
60. Lot 60	1.0000	1.0000	1.0000
61. Lot 61	1.0000	1.0000	1.0000
62. Lot 62	1.0000	1.0000	1.0000
63. Lot 63	1.0000	1.0000	1.0000
64. Lot 64	1.0000	1.0000	1.0000
65. Lot 65	1.0000	1.0000	1.0000
66. Lot 66	1.0000	1.0000	1.0000
67. Lot 67	1.0000	1.0000	1.0000
68. Lot 68	1.0000	1.0000	1.0000
69. Lot 69	1.0000	1.0000	1.0000
70. Lot 70	1.0000	1.0000	1.0000
71. Lot 71	1.0000	1.0000	1.0000
72. Lot 72	1.0000	1.0000	1.0000
73. Lot 73	1.0000	1.0000	1.0000
74. Lot 74	1.0000	1.0000	1.0000
75. Lot 75	1.0000	1.0000	1.0000
76. Lot 76	1.0000	1.0000	1.0000
77. Lot 77	1.0000	1.0000	1.0000
78. Lot 78	1.0000	1.0000	1.0000
79. Lot 79	1.0000	1.0000	1.0000
80. Lot 80	1.0000	1.0000	1.0000
81. Lot 81	1.0000	1.0000	1.0000
82. Lot 82	1.0000	1.0000	1.0000
83. Lot 83	1.0000	1.0000	1.0000
84. Lot 84	1.0000	1.0000	1.0000
85. Lot 85	1.0000	1.0000	1.0000
86. Lot 86	1.0000	1.0000	1.0000
87. Lot 87	1.0000	1.0000	1.0000
88. Lot 88	1.0000	1.0000	1.0000
89. Lot 89	1.0000	1.0000	1.0000
90. Lot 90	1.0000	1.0000	1.0000
91. Lot 91	1.0000	1.0000	1.0000
92. Lot 92	1.0000	1.0000	1.0000
93. Lot 93	1.0000	1.0000	1.0000
94. Lot 94	1.0000	1.0000	1.0000
95. Lot 95	1.0000	1.0000	1.0000
96. Lot 96	1.0000	1.0000	1.0000
97. Lot 97	1.0000	1.0000	1.0000
98. Lot 98	1.0000	1.0000	1.0000
99. Lot 99	1.0000	1.0000	1.0000
100. Lot 100	1.0000	1.0000	1.0000

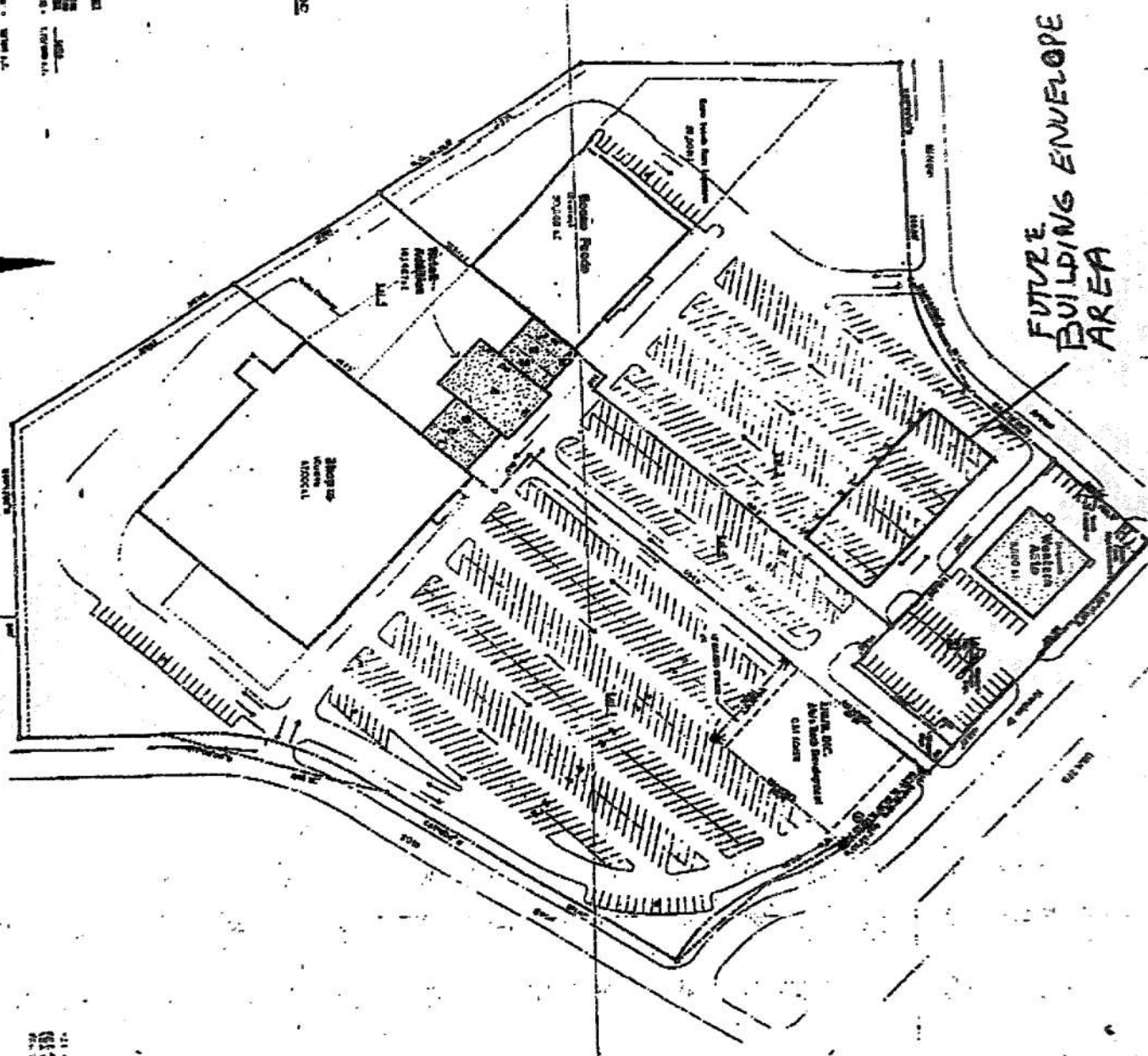


**SHOPKO PLAZA EXPANSION
RETAIL ADDITION
KRENZLER DRIVE
NORFOLK, NEBRASKA**

SHOPKO
RETAIL ADDITION

THIRD AMENDMENT TO
CROSS-EASEMENT AND USE RESTRICTION AGREEMENT
NORFOLK, NEBRASKA

LEGAL DESCRIPTION
 1. LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



SHOPKO PLAZA EXPANSION