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DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 1858
DEBORAH L. PEYTON
DELAWARE COUNTY RECORDER
31.00

RETURN TO: 1111*1004135436
Chicago Title Insurance Company
222 S. Ninth Street, Suite 3250
Minneapolis, MN 55402

Prepared by: Cynthia A. Hurley, 801 Grand Avenue, Ste 3700, Des Moines, IA 50309; Telephone: (515) 246-5880 ISBA# 14500

MEMORANDUM OF AGREEMENT REGARDING PARKING

Date of Agreement re Parking: December 23, 1992 ("Parking Agreement")

Parties: NF Manchester, LLC ("LLC"), successor in interest to CHFG - IA a Nevada Limited Partnership ("IA"), 1125 South 103rd Street, Suite 450, Omaha, NE 68124, and NASH-FINCH COMPANY, a Delaware corporation ("N-F"), 7600 France Avenue South, Suite 200, P.O. BOX 355, Minneapolis, Minnesota 55440-0355

Facts: N-F is the record owner of certain property located in Manchester, Iowa and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property').

N-F and IA's predecessors entered into a Purchase and Sale Agreement, whereby N-F agreed to sell to IA (as the assignee of IA's predecessor) the Property, such purchase and sale being consummated on December 23, 1992.

Per the survey entitled "ALTA/ASCM Land Title Survey," prepared by J. David Gibbs of Tri State Engineers, dated October 14, 1992, and last revised December 16, 1992 (the "survey"), the Property encroaches onto the neighboring north-east parcel owned by Wal-Mart Stores, Inc. (the "Encroachment"). The Encroachment is improved with a paved parking lot which is used in conjunction with the Property and on which are situated six (6) parking spaces (the "Improvements").

Per the Corporation Warranty Deed dated November 30, 1990, by and between Wal-Mart Stores, Inc. and Nash-Finch Company, and recorded as File Number 59-1337 in the land records of Delaware County, Iowa, there shall not be less than six (6) parking spaces per one thousand (1,000) square feet of floor building area (the "Parking Covenant"). As of December 23, 1992, N-F has determined that it is in violation of the Parking Covenant.

Agreement: In the event the owner of the land on which the Encroachment is located requires IA or N-F to vacate the Encroached Parcel, N-F agrees, at its sole cost and expense, to replace the Improvements that currently exist on the Encroachment (the "Replaced Improvements") and relocate and replace the Improvements onto the Property, all as more fully set forth in the Parking Agreement.

In the event IA, or any successor or assignee of IA, shall receive notice from a party with appropriate legal standing, that the Parking Covenant or any other zoning or municipal requirement related to the parking of motor vehicles is not satisfied or complied with and

which notice also requires compliance or its satisfaction, N-F shall, at its sole cost and expense, cause the parking facilities at the Property to comply with the Parking Covenant (the "Required Parking"), as more fully set forth in the Parking Agreement.

IA shall provide N-F with access to the Property for purposes of constructing the Replaced Improvements or the Required Parking. N-F agrees at its own cost and expense to replace or repair any damage caused to the Property on account thereof.

The Parking Agreement shall be binding upon N-F and its successors and assignees and shall inure to the benefit of IA, its heirs, administrators, executors, successors and assignees.

N-F agrees to indemnify, defend and hold IA, its heirs, administrators, executors, successors and assignees, harmless from any liabilities, costs or expenses caused by reason of the vacation of the Encroachment, the violation of the Parking Covenant, the construction of the Replaced Improvements and/or Required Parking, including without limitation, the payment of attorney's fees.

The covenants and agreements contained herein shall continue in full force and effect until such time as (a) the Encroachment shall be deemed by a court of competent jurisdiction to have been acquired by IA, or IA's successors or assignees, by adverse possession, prescriptive rights or otherwise, (b) the Parking Covenant shall be removed of record and (c) the mortgage dated December 23, 1992, has been released and satisfied of record.

IN WITNESS WHEREOF, this Memorandum of Parking Agreement has been duly executed by the parties hereto.

NASH FINCH COMPANY, a Delaware corporation

By: William F. Harbecke

Its: Vice President

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 31st day of March, 2004, before the undersigned, a Notary Public in and for said State, personally appeared William F. Harbecke, to me personally known, who being by me duly sworn, did say that he is the Vice President of Nash Finch Company and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors, and the said William F. Harbecke, as officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Sandra Anne Menning

Notary Public in and for said State

SANDRA ANNE MENNING
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2007

My commission expires 1-31-2007

NF MANCHESTER, LLC, a Delaware limited liability company,
Successor in Interest to CHFG - IA a Nevada Limited Partnership

By: CTL RE ASSETS, LLC, a Delaware limited liability company, its sole member

By: GREAT HALL REALTY, LLC, a Delaware limited liability company, its sole member

By: HMG COINVESTMENT, LLC, a Nebraska limited liability company, the manager of Great Hall Realty, LLC

By: HMG PROPERTIES, LLC, a Nebraska limited liability company, the sole member of HMG Coinvestment, LLC

By _____
Dan Loeffelholz, Senior Vice President, Treasurer and Secretary of HMG Properties, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of MARCH, 2004, before the undersigned, a Notary Public in and for said State, personally appeared DAN LOEFFELHOLZ, Senior Vice President, Treasurer and Secretary of HMG Properties, LLC, sole member of HMG Coinvestment, LLC, which is the manager of Great Hall Realty, LLC, which is the sole member of CTL RE Assets, LLC, which is the sole member of NF MANCHESTER, LLC, and that said instrument was signed on behalf of the said limited liability company by authority of its managers, and the said DAN LOEFFELHOLZ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.

_____
Notary Public, State of Nebraska

GENERAL NOTARY - State of Nebraska
POLLY DOLEZAL
My Comm. Exp. Dec. 31, 2005

My commission expires: Dec. 31, 2005

EXHIBIT "A"

LEGAL DESCRIPTION for
112 S. 12th Street - Manchester, IA

File No.: 2451793

Parcel I:

Lot Two (2) except the North 177.34 feet of the West Commercial Subdivision of part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa except that portion thereof described in a deed conveying to the Iowa State Highway Commission dated August 20, 1969 and recorded in Deed Book 88, page 359 in the Office of the Delaware County Recorder said subdivision as recorded on January 18, 1991 in Book 6 of Plats, page 113, in the Office of the Delaware County Recorder (formerly Parcel A of part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa as recorded on January 10, 1991 in Book 6 of Plats, page 110 in the Office of the Delaware County Recorder; more particularly described by metes and bounds as follows:

Commencing at the North Quarter (N 1/4) corner of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian; thence along the Northerly line of the Northeast Quarter (NE 1/4) of said Section Thirty-one (31) North 89°-59'-00" East 690.66 feet; thence South 00°-10'-20" West along the Westerly line of Lot Two (2) of the West Commercial Subdivision as recorded in Book 6 of Plats, page 113, in the office of the Delaware County Recorder, 257.59 feet to the Southerly line of a 30 foot ingress and egress easement, the point of beginning; thence along the Southerly line of said 30 foot easement North 89°-57'-35" East to the Westerly line of Lot Three (3) of said West Commercial Subdivision 199.90 feet; thence along the Westerly line of said Lot Three (3) South 00°-10'-55" West 22.66 feet; thence North 89°-55'-30" East 150.00 feet; thence along the Westerly line of said Lot Three (3) South 00°-09'-55" West 512.26 feet to the Northerly line of West Marion Street and the Southwesterly corner of said Lot Three (3); thence along the Northerly line of West Marion Street North 89°-49'-55" West to the Southwesterly corner of said Lot Two (2) and the intersection of the Northerly line of West Marion Street and the Easterly line of South Twelfth Street 349.95 feet; thence along the Easterly line of South Twelfth Street North 00°-10'-20" East 533.56 feet to the point of beginning; Lot Two (2) except the North 177.34 feet. The Northerly line of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian is assumed to bear North 89°-59'-00" East.

Parcel II:

Non-exclusive easement for the benefit of Parcel I, as created by access easement from Wal-Mart Stores, Inc., a Delaware corporation, to Nash-Finch Company dated November 30, 1990 and filed December 7, 1990 in Book 2, page 113 for passageway over:

A tract of land in the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 31; thence North 89°-59'-00" East 690.69 feet along the Northerly line of the Northeast 1/4 of said Section 31; thence South 00°-10'-45" West 81.25 feet to a point on the Southerly right of way of Iowa Highway No. 13, said point being the true point of beginning; thence South 00°-10'-45" West 440.00 feet; thence North 89°-49'-15" West 55.00 feet; thence North 00°-10'-45" East 436.77 feet to point on the Southerly right of way of said Highway 13; thence along said right of way North 85°-26'-30" East 38.17 feet; thence continuing along said right of way North 89°-57'-27" East 16.96 feet to the true point of beginning.

Parcel III:

Non-exclusive easement for the benefit of Parcel I, as created by access easement from Nash-Finch Company, a Delaware corporation, to CHFA-IA, a Nevada limited partnership in Access and Sign Agreement Deed dated December 23, 1992, filed January 7, 1993, in Book 3 of Misc., page 200 over and across the following described lands:

A strip of land along the Southerly line of the North 177.34 feet of Lot Two (2) of the West Commercial Subdivision in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (N5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, more particularly described as follows:

Commencing at the North Quarter (N 1/4) Corner of said Section Thirty-one (31); thence North 89°-59'-00" East along the Northerly line of the Northeast Quarter (NE 1/4) of said Section Thirty-one (31) 690.66 feet; thence along the Easterly line of South Twelfth Street and extension thereof of the West Commercial Subdivision as recorded in Book 6 of Plats, page 113 in the Office of the Delaware County Recorder South 00°-10'-20" West 257.59 feet to the POINT OF BEGINNING; thence along the Northerly line of Lot Two (2) except the North 177.34 feet of the West Commercial Subdivision as recorded in Book 6 of Plats, page 113 in the Office of the Delaware County Recorder North 89°-57'-35" East to the Easterly line of said Lot Two (2) 199.90 feet; thence along the Easterly line of said Lot Two (2) North 00°-10'-55" East 30.00 feet; thence South 89°-57'-35" West to the Westerly line of said Lot Two (2) and the Easterly line of said Twelfth Street 199.90 feet; thence South 00°-10'-20" West along the Westerly line of said Lot Two (2) 30.00 feet to the POINT OF BEGINNING.

For informational purposes only - not part of legal description

REO 5517 Property #37
112 South 12th Avenue, Manchester, IA 52057-2322, Nash Finch