

Sign Location Agreement

This agreement is made and entered into as of this 17th day of October, 2000, by and between the City of Sheridan, a municipal corporation in the State of Wyoming, hereinafter known as the City, and Albertson's Inc., a Delaware corporation doing business in the State of Wyoming, hereinafter known as the Owners.

WITNESSETH:

WHEREAS, the Owners desire to erect an advertising sign on the Albertson's store property at 1865 Coffeen Avenue, adjacent to the north side of the approach area located in a southerly direction approximately 190 feet from the southeast corner of Sugar Lane and Coffeen Avenue on the east side of Coffeen Avenue; and

WHEREAS, the Owners acknowledge the sign will be located in the thirty foot (30 ft.) wide platted easement located adjacent and parallel to the west property line of Lot 2, Block 1 of the Sugarland South Addition and as displayed on the attached Exhibit A; and

WHEREAS, the Owners acknowledge the sign is placed in close proximity to previously installed City water and sewer utility mains; and

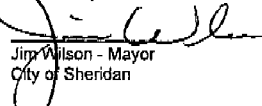
WHEREAS, the City and the Owners desire to set forth their agreements with respect to the placement of the Albertson's advertising sign and its location;

NOW, THEREFORE, in consideration of the premises above and the terms and conditions set forth below, the City and the Owners hereby agree as follows:

- I. The City will allow construction of the advertising sign in the proposed location as described above and as shown on the attached Exhibit A with the following stipulation and conditions:
 - a. Any damage to City sewer and water utility mains that may occur during installation of the advertising sign will be repaired at the cost of the Owners.
 - b. The Owners will remove and replace the sign at their own expense if necessary to accommodate any future utility projects that affect the area in which the sign is installed.
 - c. The Owner's will agree to relocate the sign at their own expense if rendered necessary by the scope of work of any future utility project.
2. This Agreement may be amended, revised, or terminated only by the mutual consent of both parties. Amendments to attachments shall be permitted without requiring formal amendment to this agreement.
3. The City of Sheridan reserves any claims it may have to sovereign immunity as a defense to any action arising in conjunction with this agreement.
4. The effective date of this agreement shall be the day and year first written above.
5. The stipulations and conditions of this agreement are valid only for the time the structure at 1865 Coffeen Avenue is owned and occupied by Albertson's Inc.

IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

For the City of Sheridan:


Jim Wilson - Mayor
City of Sheridan

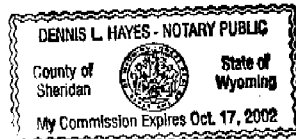
For the Owner:


Michael Nevin - Project Manager
Albertson's, Inc.

The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged before me this 17th day of October, 2000.


Notary Public

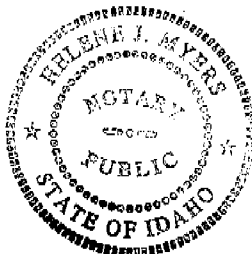
My commission expires 10/17/2002

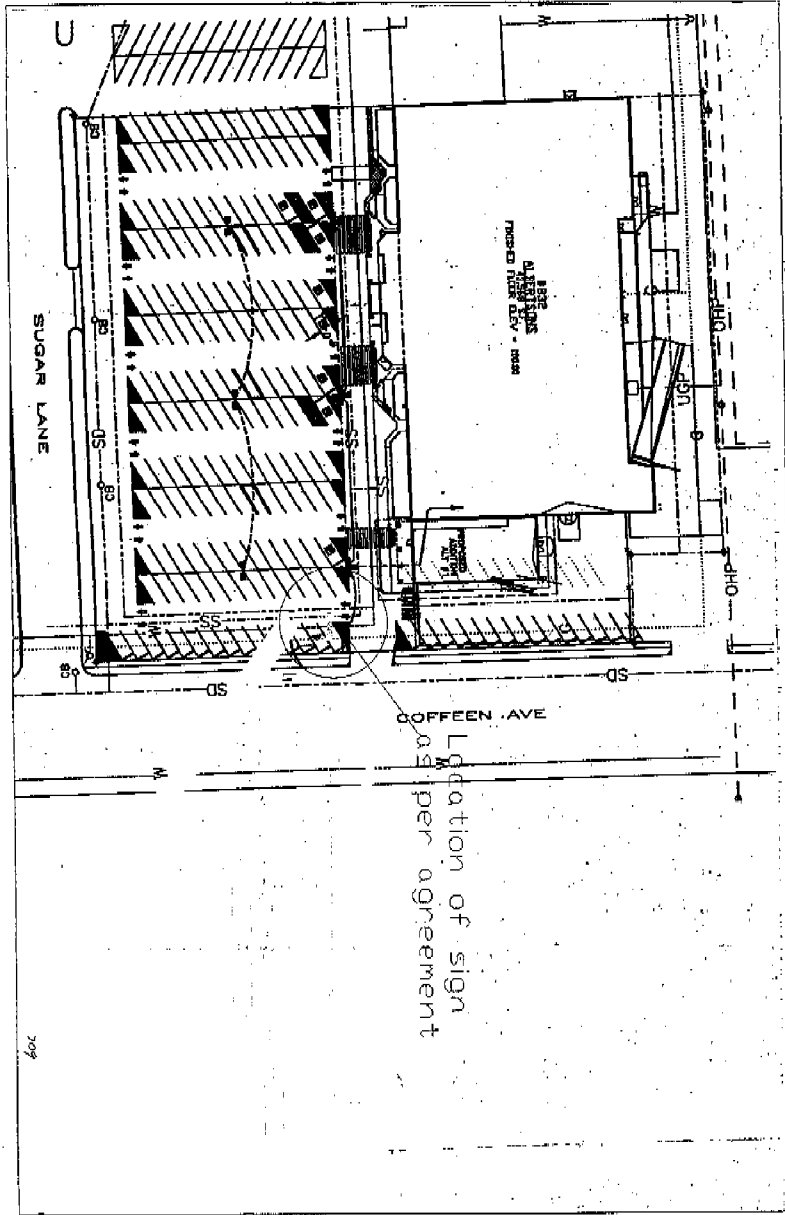


The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged before me this 17th day of October, 2000.


Notary Public

for Idaho
My commission expires 12-21-2001
Residing in Boise, ID





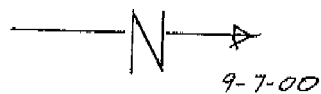
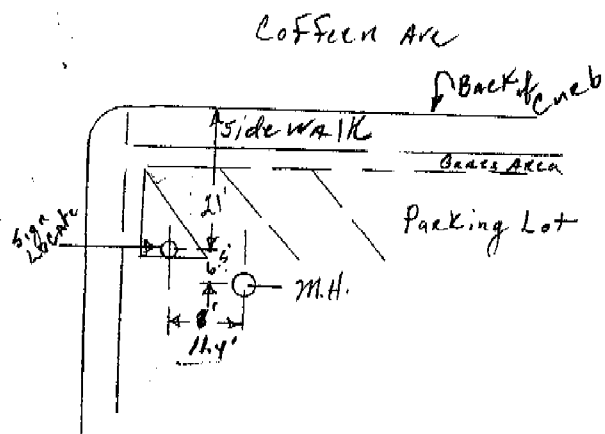
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SUGAR LANE

COFFEE AVE

Location of sign
as per agreement

209



Sign Location
Albertson's

R.H.

Albertson's