Sign Location Agreement

This agreement is made and entered into as of this 3 day of March, 2009, by and between the City of Sheridan, a municipal corporation in the state of Wyoming, herein known as the City, and OWENS GILLETTE RETAIL OWNER, L.C., COMMERCIAL REAL ESTATE, L.C., SHERIDAN MOUNTAIN PARTNERS, L.L.C., MBHT GILLETTE RETAIL OWNER, L.C., CCMII GILLETTE RETAIL OWNER, L. C., BROWN GILLETTE RETAIL OWNER, L. C., JEC & JHC INVESTMENTS, L.L.C., and GENTZKOW SHERIDAN RETAIL OWNER, L.C., herein known as the Owners.

WITNESSETH:

WHEREAS, the Owners desire to erect an advertising sign at 1865 Coffeen Avenue, located in a westerly direction approximately 30 feet from the southeast corner of Sugar Lane and Coffeen Avenue; and

WHEREAS, the Owners acknowledge the sign will be located in the thirty foot (30 ft.) wide platted storm drain easement located adjacent and parallel to the north 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 storm drain main; and

WHEREAS, the City and the Owners desire to set forth their agreements with respect to the placement of the retail 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:

- 1. 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 stipulations and conditions:
 - Any damage to the city storm drain main 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.

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- 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 effective date of this agreement shall be the day and year first written above.

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

A Sheridan:
Mike Cole, Utilities Director
City of Sheridan
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STATE OF Lyoning)
: ss.
The foregoing instrument was acknowledged before me this day of March, 2009, by Mike
Cole.
Susain Graduan
NOTARY PUBLIC Susan M GUODMAN - NOTARY PUBLIC County of College State of County of Count
My Commission Expires: \(12 \documents \lambda \documents \lambda \documents \docu

Owners:

COMMERCIAL REAL ESTATE, L.C., a Utah limited liability company	
By: MoDONALD BRUBAKER, Manager	
STATE OF Utah	
COUNTY OF Sallabe	
The foregoing instrument was acknowledged before me this 20 day of March, 2009, by J. McDONALD BRUBAKER who is the Manager of COMMERCIAL REAL ESTATE, L.C., a Utah limited liability company.	
Christie Wilson	
NOTARY PUBLIC STATE of UTAH 1521 \$ TRAPPER RD 8ARATOGA SPRINGS UT 84043 MY COMMISSION EXPIRES: 01-27-2010	
SHERIDAN MOUNTAIN PARTNERS, L.L.C., a Utah limited liability company, by its following Manager	
CBIRES, Inc. /a'Utaly corporation	
By: KEVINL. MORTENSEN, President	
1 m 1 h	į
STATE OF UTAH : ss.	100
COUNTY OF <u>Daviš</u>	
The foregoing instrument was acknowledged before me this 23 rd day of March, 2009, by KEVIN L. MORTENSEN, who is the President of CBIRES, Inc., a Utah corporation, which is the Manager of SHERIDAN MOUNTAIN PARTNERS, L.L.C., a Utah limited liability	
company.	_
NOTARY PUBLIC Residing at: 27 + 1 . 0 11 Notary Public	,
Residing at: Bountful UT My Commission Expires: April 3, 20/0 Notary Public State of Utah My Comm. Expires Apr 3, 2010	-

OWENS GILLETTE RETAIL OWNER, L.C., a Utah limited liability company
By JOHN MOWENS Manager
JOHN MOWENS, Manager
STATE OF 11-tah :ss.
COUNTY OF Salt Lake)
The foregoing instrument was acknowledged before me this 23 day of March, 2009, by JOHN N. OWENS, who is the Manager of OWENS GILLETTE RETAIL OWNER, L.C., a Utah limited liability company. Notary Public LUANE CUTLER 175 East 400 South Saile 700 State of Utah NOTARY PUBLIC Residing at: Davis My Commission Expires: SIL6/ID
MBHT CILLETTE RETAIL OWNER, L.C., a Utah limited liability company By: By: BEN BROWN, Manager
STATE OF Utah ; SS.
COUNTY OF Salt Lake
The foregoing instrument was acknowledged before me this Aday of March, 2009, by CHARLES C. MOORE II, who is a Manager of MBHT GILLETTE RETAIL OWNER, L.C., a Utah limited liability company. Notary Public Livance Cuttles 175 East 400 South Suite 200 Salt Lake City, UI 84111 My Commission Expires that 18, 2010 State of Utah NOTARY PUBLIC Residing at: Dany S My Commission Expires: 5/16/10
STATE OF Litale
COUNTY OF SALL AND SS.

The foregoing instrument was acknowledged before me this ZZ day of March, 2009, by BEN BROWN, who is a Manager of MBHT GILLETTE RETAIL OWNER, L.C., a Utah limited liability company. Notary Public Notary Public LUANE CUTLER 175 East 410 South Suite 700 Sait Lake City, UT 84111 My Commission Expires May 16, 2010 State of Utah
Residing at: 1) a Vi S
My Commission Expires: 5/16/10
By CHARLES C. MOORE II, Manager
STATE OF Utah COUNTY OF Salt Lake
The foregoing instrument was acknowledged before me this day of March, 2009, by CHARLES C. MOORE II, who is a Manager of CCMII GILLETTE RETAIL OWNER, L.C., a Ulah limited liability company. Notary Public LUANE CUTLER Seat 400 South Soute 700 Sait Lake City, U1 34111 My Commission Expires 1.2
BROWN GILLETTE RETAIL OWNER, L.C., a Utah limited liability company BY BEN BROWN, Manager STATE OF Hale
COUNTY OF Sat Lake
The foregoing instrument was acknowledged before me this Zaday of March, 2009, by BEN BROWN, who is a Manager of BROWN GILLETTE RETAIL OWNER, L.C., a Utah limited

liability company.

	Notary Public LUANE CUTLER 1/5 East 400 South Suite 700 Salt Lake City. UB 34111 My Commission Expires My Commission Expires: My Commission Expires: Salt Lake of Utah
	JEC & JHC INVESTMENTS LLC, a Utah limited liability company
	Ву:
	JOSEPH E. COOLEY, Manager
	STATE OF (Itah): ss.
	COUNTY OF Salt Lake
	The foregoing instrument was acknowledged before me this 23 day of March, 2009, by JOSEPH E. COOLEY, who is the Manager of JEC & JHC INVESTMENTS LLC, a Utah limited liability company. Motary Public ILLIANE CUTLER 175 East 400 South Suite 700 Sait Lake City. UT 841111 My Commission Expires Clay 16, 2010 State of Utah My Commission Expires: State of Utah State of Utah
	GENTZKOW SHERIDAN RETAIL OWNER, L.C., a Utah limited liability company By: CHRISTOPHER M. GENTZKOW, Manager
	STATE OF Utah :ss. COUNTY OF Satt Lake)
(The foregoing instrument was acknowledged before me this 23 day of March, 2009, by CHRISTOPHER M. GENTZKOW, who is the Manager of GENTZKOW SHERIDAN RETAIL OWNER, L.C., a Utah limited liability company: Notary Public LUANE CUTLER 175 East 400 South Smite 700 Sail Lake City, U1 84111 My Commission Expires State of Utah My Commission Expires: My Commission Expires:

