

637040 AGREEMENT  
BOOK 504 PAGE 0655  
RECORDED 04/07/2009 AT 04:45 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Sign Location Agreement

This agreement is made and entered into as of this 31 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, LC, 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 Replat of Sugarland South, a subdivision in Sheridan County, Wyoming, 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:
  - a. 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.

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.

**City of Sheridan:**

STATE OF Wyoming )  
COUNTY OF Sheridan ) : ss.

Susan M. Goodman  
NOTARY PUBLIC  
My Commission Expires: June 12, 2010



**COMMERCIAL REAL ESTATE, L.C., a Utah limited liability company**

STATE OF Utah )  
COUNTY OF Salt Lake : ss.

Christie Wilson

My Commission Expires: 1/27/2010

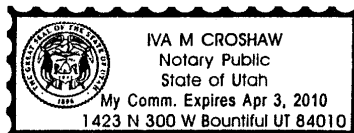


By: KEVIN L. MORTENSEN, President

STATE OF UTAH )  
COUNTY OF Davis ) : ss.

company.  
A. M. Cusack

Residing at: Bountiful UT  
My Commission Expires: April 3, 2010



658

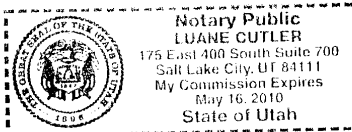
**OWENS GILLETTE RETAIL OWNER, L.C., a Utah limited liability company**

By: [Signature]  
JOHN N. OWENS, Manager

STATE OF Utah  
: ss.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2009, by JOHN N. OWENS, who is the Manager of OWENS GILLETTE RETAIL OWNER, L.C., a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: Davis  
My Commission Expires: 5/16/10



**MBHT GILLETTE RETAIL OWNER, L.C., a Utah limited liability company**

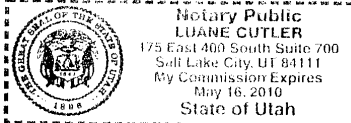
By: [Signature]  
CHARLES C. MOORE II, Manager

By: [Signature]  
BEN BROWN, Manager

STATE OF Utah  
: ss.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2009, by CHARLES C. MOORE II, who is a Manager of MBHT GILLETTE RETAIL OWNER, L.C., a Utah limited liability company.

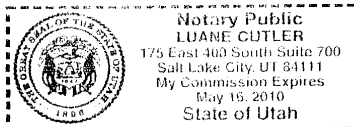
[Signature]  
NOTARY PUBLIC  
Residing at: Davis  
My Commission Expires: 5/16/10



STATE OF Utah  
: ss.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2009, by BEN BROWN, who is a Manager of MBHT GILLETTE RETAIL OWNER, L.C., a Utah limited liability company.

Luane Cutler  
NOTARY PUBLIC



Residing at: Davis

My Commission Expires: 5/16/10

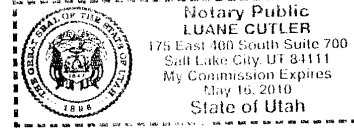
**CCMII GILLETTE RETAIL OWNER, L.C., a Utah limited liability company**

By: [Signature]  
CHARLES C. MOORE II, Manager

STATE OF Utah )  
COUNTY OF Salt Lake : ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2009, by CHARLES C. MOORE II, who is a Manager of CCMII GILLETTE RETAIL OWNER, L.C., a Utah limited liability company.

Luane Cutler  
NOTARY PUBLIC



Residing at: Davis


My Commission Expires: 5/16/10

**BROWN GILLETTE RETAIL OWNER, L.C., a Utah limited liability company**

By: [Signature]  
BEN BROWN, Manager

STATE OF Utah )  
COUNTY OF Salt Lake : ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2009, by BEN BROWN, who is a Manager of BROWN GILLETTE RETAIL OWNER, L.C., a Utah limited liability company.

660  
  
NOTARY PUBLIC  
Residing at: Davis  
My Commission Expires: 5/16/10



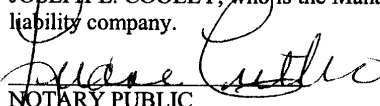
Notary Public  
LUANE CUTLER  
175 East 400 South Suite 700  
Salt Lake City, UT 84111  
My Commission Expires  
May 16, 2010  
State of Utah

**JEC & JHC INVESTMENTS LLC, a Utah limited liability company**

By:   
JOSEPH E. COOLEY, Manager

STATE OF Utah  
: ss.  
COUNTY OF Salt Lake

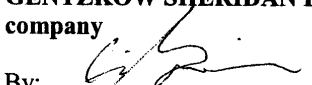
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2009, by JOSEPH E. COOLEY, who is the Manager of JEC & JHC INVESTMENTS LLC, a Utah limited liability company.

  
NOTARY PUBLIC  
Residing at: Davis  
My Commission Expires: 5/16/10



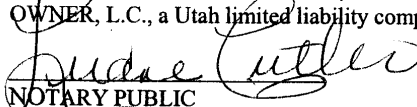
Notary Public  
LUANE CUTLER  
175 East 400 South Suite 700  
Salt Lake City, UT 84111  
My Commission Expires  
May 16, 2010  
State of Utah

**GENTZKOW SHERIDAN RETAIL OWNER, L.C., a Utah limited liability company**

By:   
CHRISTOPHER M. GENTZKOW, Manager

STATE OF Utah  
: ss.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> 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  
Residing at: Davis  
My Commission Expires: 5/16/10



Notary Public  
LUANE CUTLER  
175 East 400 South Suite 700  
Salt Lake City, UT 84111  
My Commission Expires  
May 16, 2010  
State of Utah

