

588162 AGREEMENT
BOOK 489 PAGE 0591
RECORDED 09/28/2007 AT 12:20 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

COMMON AREA MAINTENANCE AGREEMENT AND GRANT OF EASEMENTS
COFFEEN PLAZA II

June Eisele Warren, Trustee of the June Eisele Warren Revocable Living Trust dated June 20, 2004, Larry Warren, Trustee of the Larry Warren Revocable Living Trust dated June 20, 2004 (herein collectively referred to as the "Grantors"), as their interests may appear of record, hereby grant and convey the following rights in and to Tract A of Coffeen Plaza II, as Tract A is more particularly described, laid out and shown in that Plat dated June 20, 2006, and recorded in the Office of the County Clerk Sheridan County, Wyoming in Drawer C of Plats, as Plat number 61, (herein "Tract A"), as follows:

1. **GRANT OF EASEMENT FOR ACCESS AND UTILITIES.** The above-described Plat of Coffeen Plaza II labeled Tract A as an easement, but did not include granting language and included only a reference to dedication for public use. Therefore, in confirmation of the Declarants' intent of the Plat to provide all Lots within Coffeen Plaza II the right of access and utilities within Tract A, Grantors grant and convey to and for the benefit of Lots 1, 2, 3, 4, 5 and 6 an access and utility easement across Tract A for the following purposes:

- (a) ingress and egress from Coffeen Avenue to and from each said Lot; and
- (b) an underground utility corridor for the installation, maintenance, repair and improvement of any underground utility required by any or all of said Lots

2. **COMMON USE AND MAINTENANCE OF TRACT A.** Each and every Lot within Coffeen Plaza II shall benefit from the right to use Tract A for access and utilities, as set forth herein and on the Plat. Lots 1, 2, 3, 4 and 6 shall equally bear the costs of maintenance and repair of Tract A hereafter, 1/5th each. To the extent not otherwise provided of record, the undersigned record owners, as their interests may appear, agree as follows:

A. **Use.** Each Lot owner, their guests, invitees, assigns, employees and all tenants thereof having business located within Coffeen Plaza II have the right to use and enjoy Tract A and any and all utilities or improvements therein for their intended purposes. Lot 5 uses an access route different than Tract A for its primary access, and therefore is not required to participate in the costs of maintaining Tract A. No lot owners shall cause any unreasonable interference with the use of Tract A.

B. **Maintenance and Repair.** Lots 1, 2, 3, 4 and 6 shall maintain and keep Tract A and the common facilities thereon in good order, condition, and repair, including but not limited to adequate surfacing, drainage and snow removal. All costs and expenses incurred in connection with maintaining and repairing Tract A, and all improvements thereon, shall be paid by the five(5) Lots in equal shares, 1/5th from each, as such costs are incurred.

C. **Governing Rules.** Each Lot will comply and cause its guests, invitees, employees and agents and tenants to comply with all rules adopted by the record owners of all Lots regarding the use of Tract A. Any such rules adopted hereafter shall be by unanimous approval of the record owners of all said Lots in Coffeen Plaza II, and all such rules may pertain to the maintenance, safety, care, use, and cleanliness of the driveway corridor within Tract A and the

preservation of good order in and on such corridor. No rules which may hereafter be adopted shall unreasonably interfere with any Lot owner's use and enjoyment thereof. Any such rules so adopted, and supplements to and amendments thereof, shall be in writing, and signed by the record owners of all Lots.

D. Payment of Costs – Creation of Lien. The Owners of Lots 1, 2, 3, 4 and 6 covenant and agree to pay an equal 1/5th share of all costs and charges due for the maintenance and repair of Tract A. It is agreed that any nonpayment of such amounts shall result in a lien against the nonpaying Owner and a lien against the Lot owned by him. Any such cost not paid within thirty days after the due date thereof shall thereafter bear interest from the due date at the rate of twelve percent (12%) per annum. Upon the failure of a Lot owner to pay the amount due hereunder, the owner will be provided written notice by certified mail and such delivery will be effective on the date such notice is mailed. The violating Lot Owner shall have thirty days from the date of notice to pay, in full, the amount owed, together with the accrued interest thereon. If payment is not made within said thirty days, any or all of the other Lot owners of Coffeen Plaza agree that they, as a group, will bring action at law or equity against the Owner obligated to pay the same, and/or may pursue collection of the lien against the Lot which is created herein by such nonpayment. Each owner consents that such a group shall have standing to enforce this Agreement. The lien created herein may be foreclosed in the manner provided for foreclosure or real estate mortgages in the State of Wyoming and may be accomplished by advertisement and sale. In the event of such collection and/or foreclosure, the nonpaying Lot Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing party in such collection.

E. Subordination of Lien to Mortgage. The lien in the amount of the unpaid assessment, charge, costs and fees due and created herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect or release the lien created herein for such nonpayment against the Owner or Lot. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage shall extinguish the lien created herein against the Lot as to payments which became due prior to such sale or transfer; except, such foreclosure shall not relieve the Owner from personal liability for payment of the lien amount.

3. GRANT OF EASEMENT FOR SIGN. The Owner of Lot 6 does grant and convey to and for the benefit of Lots 4, 3, 2 and 6 an easement upon Lot 6 for the purpose of removing the existing sign on Lot 6 and replacing it with a new sign in the approximate configuration as shown on Exhibit "A", attached hereto and incorporated herein, together with the right of maintenance, repair and replacement of said sign and an easement across Lot 6 as is reasonably necessary to access said sign. The dimensions of this easement for the sign location are Twenty One Feet (21') by Thirteen Feet (13'), more or less, and the reconstructed sign within said dimension shall be located at either: (i) the same location as the existing sign as of the date of this agreement, or (ii) in such other location as may be agreed by the owner of Lots 6 and the City of Sheridan hereafter. This sign easement shall be for the purpose of installing, maintaining and repairing an freestanding sign for advertising the businesses located upon Lots 4, 3, 2 and 6, under the following terms and conditions:

- (a) The owners of Lots 4, 3, 2 and 6 shall have the right to remove the existing sign and reconstruct a new freestanding sign to replace the existing sign located upon Lot 6, contingent upon City approval, in the approximate dimensions and configuration shown on said Exhibit A and must conform with City of Sheridan ordinance.
- (b) Lots 4, 3, 2 and 6 shall each have the right to place advertising for the business on each Lot, with placement upon the sign in the locations and dimensions shown on said Exhibit A. Each Lot shall have the right to use the amount of sign face area, subject to the following conditions:
- a. The right of Lots 4, 3, 2 and 6 to use their portion of the sign is subject to said Lots promptly and reasonably executing a sign installation, construction and maintenance agreement prepared by Lot 4, which will include terms typical of shared signage agreements, including but not limited to: the participating Lots (excepting Lot 6) agreeing to equal and timely payment of the costs to finalize such agreement, the costs of constructing the sign and the electrical conduit thereto, and payment of all maintenance, repair and utility costs thereof. Lot 6 shall not be required to pay any portion of the construction costs of the new sign in consideration for the easement Lot 6 has granted to the other Lots for their shared use; *provided however*, Lot 6 shall pay an equal share of the electric charges for the lighting of said sign after completion. Lot 6 shall not be required to pay for the initial costs of advertising on the space dedicated for Lot 6's tenants' use on Exhibit A; however, after the existing tenant's located on Lot 6 vacate and new tenants/occupants occupy Lot 6 and require advertising on the sign, Lot 6 shall thereafter bear its costs of advertising replacement, as all other Lots benefiting from this easement shall bear. The annual electric charge for lighting the sign shall be estimated by MDU and each Lot shall prepay its equal share of such annual charge to Lot upon which the meter/service is located that provides power to the sign.
- (c) This sign easement is contingent upon the City of Sheridan's approval of the sign location, configuration and construction.

4. **EASEMENTS APPURTENANT.** The easements and rights granted herein are appurtenant to the Lots described as being benefited by each such easement, and each shall run with the land and remain a benefit and burden on each Lot, its owner and their heirs, successors and assigns..

5. **AGREEMENT AND CONSENT BY UNDERSIGNED LOT OWNERS.** Each of the undersigned Lot owners agree and confirm that the easements granted herein are consistent with the desires of the Lot owners and the documents of record affecting Coffeen Plaza, and each consents and agrees to the terms hereof.

6. **ENFORCEABILITY.** If any Lot owner shall violate any of the terms hereof, then the owner(s) of any or all other Lots shall have the right to enforce the terms hereof, specifically

including but not limited to the requirement to pay a portion of the costs contemplated herein. If the Lot owners are required to take action to enforce the terms hereof, they shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with their enforcement hereof, whether such enforcement require litigation or not, and such damages (actual and punitive) as may be determined for such violation.

7. **SEVERABILITY.** Invalidation of any one of the provisions set forth in these Covenants, by judgment or court order, shall in no wise affect any other provisions herein which shall remain in full force and effect.

8. **NON WAIVER.** Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

9. **AMENDMENT.** The covenants, conditions, restrictions and other agreements made herein shall not be waived, abandoned, terminated, amended, altered or revoked except by the written approval of at least Seventy Five Percent (75%) of the Lots in the Subdivision properly voting for such.

Made Effective this 1st day of ^{June} ~~May~~, 2007, and executed in counterparts.

GRANTORS:

June Eisele Warren
June Eisele Warren, Trustee of the
June Eisele Warren Revocable Living Trust
dated June 20, 2004, Lots 3 and 4

Larry Warren
Larry Warren, Trustee of the
Larry Warren Revocable Living Trust
dated June 20, 2004, Lots 5 and 6

LOT OWNERS:

Edward L. Pughe, Lot 1

Sharon K. Pughe, Lot 1

Big Horn Professional Building, LLC
By: Art Dehn, Operating Manager
Lot 2

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Agreement was acknowledged before me by Larry Warren, Trustee
on this 17th day of May, 2007.

WITNESS my hand and official seal.

My Commission expires:



[illegible]

The above and foregoing Agreement was acknowledged before me by June Warren, Trustee of the June Eisele Warren Revocable Living Trust dated June 20, 2004, on this 1st day of June, 2007.

WITNESS my hand and official seal.

My Commission expires:

[illegible]

The above and foregoing Agreement was acknowledged before me by Art Dehn, as Manager/Member of Big Horn Professional Building, LLC, on this 15 day of June, 2007.

WITNESS my hand and official seal.

My Commission expires:



ADD NOTARY FOR PUGHE (LOT 1) SIGNATURE OR ADD COUNTERPART

**Consent to
Common Area Maintenance Agreement And
Grant Of Easements Coffeen Plaza II**

The undersigned, being parties under contract for the purchase of Lot 3 and Lot 4 but who are not yet record owners, do hereby consent to the execution and recording of said Agreement for the benefit and burden of Coffeen Plaza II.

**JEREHA PROPERTIES, LLC
FOR LOT 4**

By: Jeff S. Volluci

By: Hal Moorhead

**MONICA L. VOLLUCI AND JEFF S.
VOLLUCI LIVING TRUST DATED
APRIL 18, 2007 - FOR LOT 3**

By: Jeff S. Volluci, Trustee

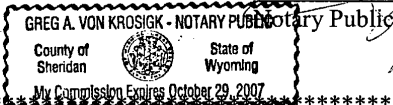
By: Monica L. Volluci, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Agreement was acknowledged before me by Jeff S. Volluci and Hal Moorhead, for Jehera Properties, LLC, on this 1st day of June, 2007.

WITNESS my hand and official seal.

My Commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Agreement was acknowledged before me by Jeff S. Volluci and Monica L. Volluci, Trustees of the Jeff S. Volluci and Monica L. Volluci LIVING TRUST DATED APRIL 18, 2007 on this 1st day of June, 2007.

WITNESS my hand and official seal.

My Commission expires:



including but not limited to the requirement to pay a portion of the costs contemplated herein. If the Lot owners are required to take action to enforce the terms hereof, they shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with their enforcement hereof, whether such enforcement require litigation or not, and such damages (actual and punitive) as may be determined for such violation.

7. **SEVERABILITY.** Invalidation of any one of the provisions set forth in these Covenants, by judgment or court order, shall in no wise affect any other provisions herein which shall remain in full force and effect.

8. **NON WAIVER.** Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

9. **AMENDMENT.** The covenants, conditions, restrictions and other agreements made herein shall not be waived, abandoned, terminated, amended, altered or revoked except by the written approval of at least Seventy Five Percent (75%) of the Lots in the Subdivision properly voting for such.

Made Effective this 27th day of August, 2007, and executed in counterparts.

GRANTORS:

June Eisele Warren, Trustee of the
June Eisele Warren Revocable Living Trust
dated June 20, 2004, Lots 3 and 4

Larry Warren, Trustee of the
Larry Warren Revocable Living Trust
dated June 20, 2004, Lots 5 and 6

LOT OWNERS:

Edward L. Pughe, Lot 1

Sharon K. Pughe, Lot 1

Big Horn Professional Building, LLC
By: Art Dehn, Operating Manager
Lot 2

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

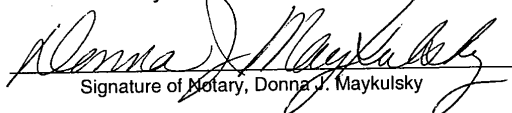
The above and foregoing Agreement was acknowledged before me by _____,
on this _____ day of _____, 2007.

ACKNOWLEDGMENT

State of California)
) SS.
 County of Riverside)

On **August 27, 2007** before me, **DONNA J. MAYKULSKY** the undersigned, a Notary Public in and for said County and State, personally appeared **Edward L. Pughe and Sharon K. Pughe**, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.


 Signature of Notary, Donna J. Maykulsy



My Commission Expires: April 16, 2009

Notary Phone: 760-837-1880

Residing at: 45-445 Portola Ave., Ste. 5, Palm Desert, CA

[SEAL]

.....
Description of Attached Document

Title or Type of Document: Common Area Maintenance Agreement and Grant of Easements,
Coffeen Plaza II

Document Date: August 27, 2007

Signer(s) Other Than Named Above:

June Eisele Warren, Trustee of the June Eisele Warren Revocable Living Trust dated June 20, 2004, Lots 3 & 4

Larry Warren, Trustee of the Larry Warren Revocable Living Trust dated June 20, 2004 Lots 5 and 5.

Signer(s) Name:

Edward L. Pughe and Sharon K. Pughe, Lot 1

Signer is Representing:

Number of Pages: 1

**Consent to
Common Area Maintenance Agreement And
Grant of Easements Coffeen Plaza II**

The undersigned, being the current record owner of Lot 3, who became the owner of record after the other parties' signatures hereto but prior to the recording of this Common Area Maintenance Agreement, does hereby consent to the execution and recording of said Agreement, and to the terms thereof, for the benefit and burden of Coffeen Plaza II.

Jereha Properties, LLC
For Lot 3 of Coffeen Plaza II


By: Jeff A. Price


By: Hal Moorehead

STATE OF WYOMING }
 } ss.
COUTNY OF SHERIDAN }

The above and foregoing Agreement was acknowledged before me by Jeff A. Price and Hal Moorehead, for Jehera Properties, LLC, on this 26 day of September, 2007.

WITNESS my hand and official seal.

My Commission expires:




Notary Public

A

