

438079

GRANT OF EASEMENTS AND RESTRICTIONS

Agreement, made and entered into this 18th day of January, 1978, by and between BUTTREY FOOD STORES, Division Jewel Companies, Inc., a New York Corporation of Great Falls, Montana, duly qualified to do business in Wyoming, Grantor, and GILLETTE-CAMEL PROPERTIES, INC., a Delaware Corporation, of Kent County, Delaware, duly qualified to do business in Wyoming, Grantee,

WITNESSETH:

Whereas, by warranty deed dated January 17, 1978, Grantor conveyed to Grantee Tract 3 of Resubdivision of Holiday Addition in the City of Gillette, Campbell County, Wyoming;

Whereas, as of the date of this agreement, Grantor is the owner of Tract 2 of Resubdivision of Holiday Addition in the City of Gillette, Campbell County, Wyoming;

Whereas, it is the desire of the parties to this agreement to enter into the following easements and restrictions for Tract 2 and Tract 3 of Resubdivision of Holiday Addition in the City of Gillette, Campbell County, Wyoming:

Now, therefore, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree to the following easements and restrictions:

- (1) A forty year, non-exclusive easement for automobile and pedestrian ingress, egress, and parking, to, from and over Tract 2 of Resubdivision of the Holiday Addition, Gillette, Campbell County, Wyoming, all appurtenant to Tract 3 of Resubdivision of the Holiday Addition, Gillette, Campbell County, Wyoming, over and across, driveways and accessways, entrances, exits, and other common areas, as said areas shall from time to time be developed, altered, or modified on Tract 2. Such ingress and egress to and from Tract 2 to Tract 3 shall be restricted to those points designated on the attached copy of the plat map of the Resubdivision of the Holiday Addition to Gillette, Campbell County, Wyoming dated July 2, 1977, and may be changed from time to time with the consent of the owners of Tract 3 which shall not be unreasonably withheld.
- (2) A forty year non-exclusive easement for automobile and pedestrian ingress, egress and parking, to, from and over Tract 3 described above, all appurtenant to Tract 2 as described above, over driveways and accessways, entrances, exits and other common areas, as said areas shall, from time to time, be developed, altered or modified on Tract 3. Such ingress and egress to and from Tract 2 to Tract 3 shall be restricted to those points designated on the attached copy of the plat map of the Resubdivision of the Holiday Addition to Gillette, Campbell County, Wyoming dated July 2, 1977 and may be changed from time to time with the consent of the owner of Tract 2, which consent shall not be unreasonably withheld.

STATE OF WYOMING

438079

Campbell County

Filed for record this 15th day of May A. D. 1978 at 1:54 o'clock P. M. and recorded in Book 418 of Photos on page 553 Fees \$ 10.50

County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

- (3) A forty year, exclusive easement, appurtenant to Tract 3 for the purposes of installing, operating, maintaining, repairing, replacing and renewing any electrical conduit over, above, along, under, in and across the northerly five feet of Tract 2.
- (4) A forty year, non-exclusive easement, appurtenant to Tract 3, for the purpose of surface draining any and all storm water runoff from Tract 3 and the improvements which may, from time to time, be constructed, altered, modified and maintained thereon, over, upon and across Tract 2 described above. Grantor agrees that no change of grade elevation shall be made thereon without the Grantee's consent, which shall not be unreasonably withheld.
- (5) Additional easement provisions:
 - (a) Grantor and Grantee covenant and agree to maintain in good condition and repair or cause to be maintained and kept in repair the parking, driveways and other common areas situated on its respective properties as described herein above. The obligation of the Grantor and Grantee to maintain, repair and keep in repair said parking, driveways and other common areas in good condition and repair shall, without limiting the generality thereof, include the following:
 - (i) Maintaining the surfaces at such grades and levels that same may be used and enjoyed as contiguous and homogeneous common areas, and maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or of similar quality, use and durability;
 - (ii) Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition;
 - (iii) Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping marks and lines; and operating, keeping in repair and replacing, when necessary, such artificial lighting facilities as shall be reasonably required;
 - (iv) Maintaining any perimeter walls in a good condition and state of repair;
 - (v) Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping said areas at all times adequately weeded, fertilized and watered.
 - (b) Grantor and Grantee may erect curbs or curbstops, fences and landscaping between their parcels in order to define the premises, so long as said curbstops, fences and landscaping do not detract from the mutual and common parking and access rights

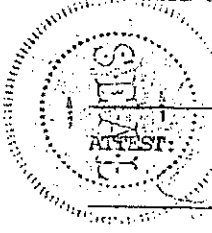
of the Grantor and Grantee or present, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic and parking over, to, from and between Tract 2 and Tract 3, pursuant to the terms and conditions of this agreement.

- (c) Grantor and Grantee shall have the right to enact reasonable rules concerning the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties.
- (d) Grantor and Grantee covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities (and fire insurance rating associations having jurisdiction) and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to Grantor's or Grantee's failure to maintain their respective properties in a safe condition or in any way related to the activities conducted on the respective properties. Buyer and Seller shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification hereunder.

Grantor and Grantee further covenant and agree to pay the expense of maintaining and repairing the parking, ingress, egress and other common areas situated on their respective properties, including the payment of all real estate taxes and assessments upon its land, subject only to the right of each to defer payment in a manner provided by law and/or in connection with a bona fide contest of such tax or assessment in the amount thereof, so long as the rights of Grantor and Grantee shall not be jeopardized by such deferring of payment.

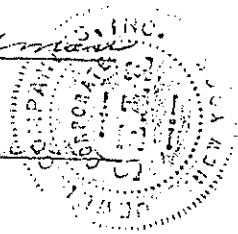
- (e) The rights and easements herein to be conveyed and reserved, the obligations herein imposed and the agreement herein contained are deemed to be and shall run with the land and shall inure to the benefit and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, including but without limitation all subsequent owners of any land included in Tract 2 and Tract 3.

GILLETTE-CAMEL PROPERTIES, INC.

 _____
 Vice President

 Secretary

BUTTREY FOOD STORES,
Division Jewel Companies, Inc.

 _____
 vice president

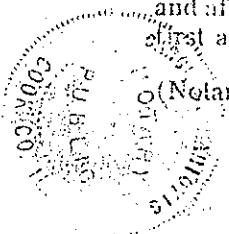
ATTEST:

STATE OF Illinois
COUNTY OF Cook

} ss.

On this 1st day of May, 1922, before me,
Carol W. Wainwright, a Notary Public for
the State of Illinois, personally appeared
J. M. Balch, known to me
to be the Vice President of the
Corporation that executed the foregoing instrument, and ac-
knowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my Notarial Seal the day and year in this certificate
first above written.



(Notarial Seal)

Carol W. Wainwright
Notary Public for the
State of Illinois

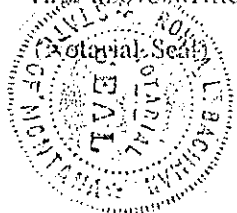
Residing at 513 Belmont Way, Chicago, Ill.
My Commission expires 2/23/23

STATE OF Montana
COUNTY OF Cascade

} ss.

On this 8th day of May, 1922, before me,
Ronald J. Beckman, a Notary Public for
the State of Montana, personally appeared
Wyle T. Gosman, known to me
to be the Vice President of the
Corporation that executed the foregoing instrument, and ac-
knowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my Notarial Seal the day and year in this certificate
first above written.



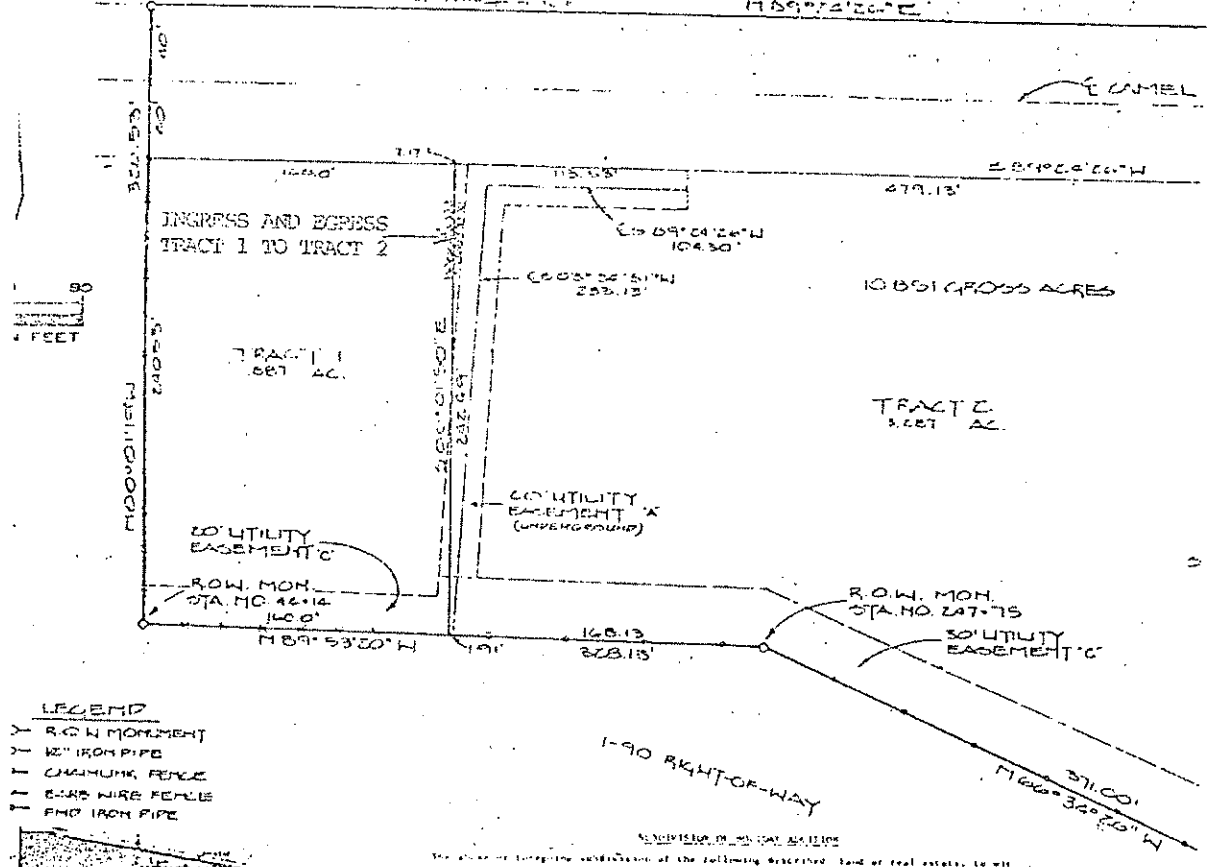
(Notarial Seal)

Ronald J. Beckman
Notary Public for the
State of Montana

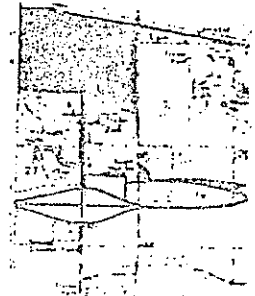
Residing at Green Falls, MT
My Commission expires 8/2/23

BOOK 418 OF PHOTOS PAGE 357

1759°24'22"E



- LEGEND**
- Y R.O.W. MONUMENT
 - Y 12" IRON PIPE
 - I CHAIN LINK FENCE
 - I BARB WIRE FENCE
 - I END IRON PIPE



VICINITY MAP

SUBDIVISION OF HOLIDAY ADDITION

The object of foregoing subdivision of the following described land or real estate, to wit:

That subdivision of Holiday Addition in the North 1/4 of the southeast 1/4 of Section 27, T.20N., R.22W., 6th P.M., 1st Meridian, County of Wyoming, being more particularly described as follows:

Commencing at the southeast corner of said Section 27, thence S69°54'00"W a distance of 2084.00 feet to the Point of Beginning, said point being also a point on the westerly right-of-way line of Camel Drive, thence S3°27'30"W a distance of 330.18 feet to a point on the northerly right-of-way line of Interstate Highway No. 20, thence S81°03'00"W a distance of 310.00 feet along said north right-of-way line to a highway right-of-way monument station no. 294+75, thence S90°32'30"W along said north right-of-way line a distance of 451.64 feet to a highway right-of-way monument station no. 247+75, thence S69°54'00"W along said north right-of-way line a distance of 124.13 feet to a point on the easterly right-of-way line of Wyoming State Highway No. 10, said point being a highway right-of-way monument station no. 46+14, which is the intersection of the north right-of-way line of Interstate 20 and the easterly right-of-way line of Wyoming Highway No. 10, thence S69°54'00"W along said easterly right-of-way line of said Highway No. 10 a distance of 240.51 feet to a point on the southerly right-of-way line of Camel Drive, thence S69°54'00"W along said southerly right-of-way line a distance of 1061.62 feet to the Point of Beginning, said tract of land containing 10,851 gross acres, more or less.

The subdivision of portion of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which said subdivision shall be known as "SUBDIVISION OF HOLIDAY ADDITION".

Said plat is prepared and offered with free consent and in accordance with the desires of the undersigned owners and proprietors, and undivided owners and proprietors, do hereby release and waive all claims, water and dry claims, of the respective respondents laws of the State of Wyoming.

That all easements are hereby dedicated to the City and its successors for public use, the right of way hereinafter shown is shown by dashed lines on the accompanying plat, and said easements may be used as hereinafter provided in connection with the land for the purpose of installing, repairing, maintaining, restoring and reconstructing sewer, water lines, gas lines, electric lines, telephone lines, and other lines and lines of public utilities hereinafter being generally granted by the public, provided that any and all other easements shown on the above plat shall be in accordance with the plat.

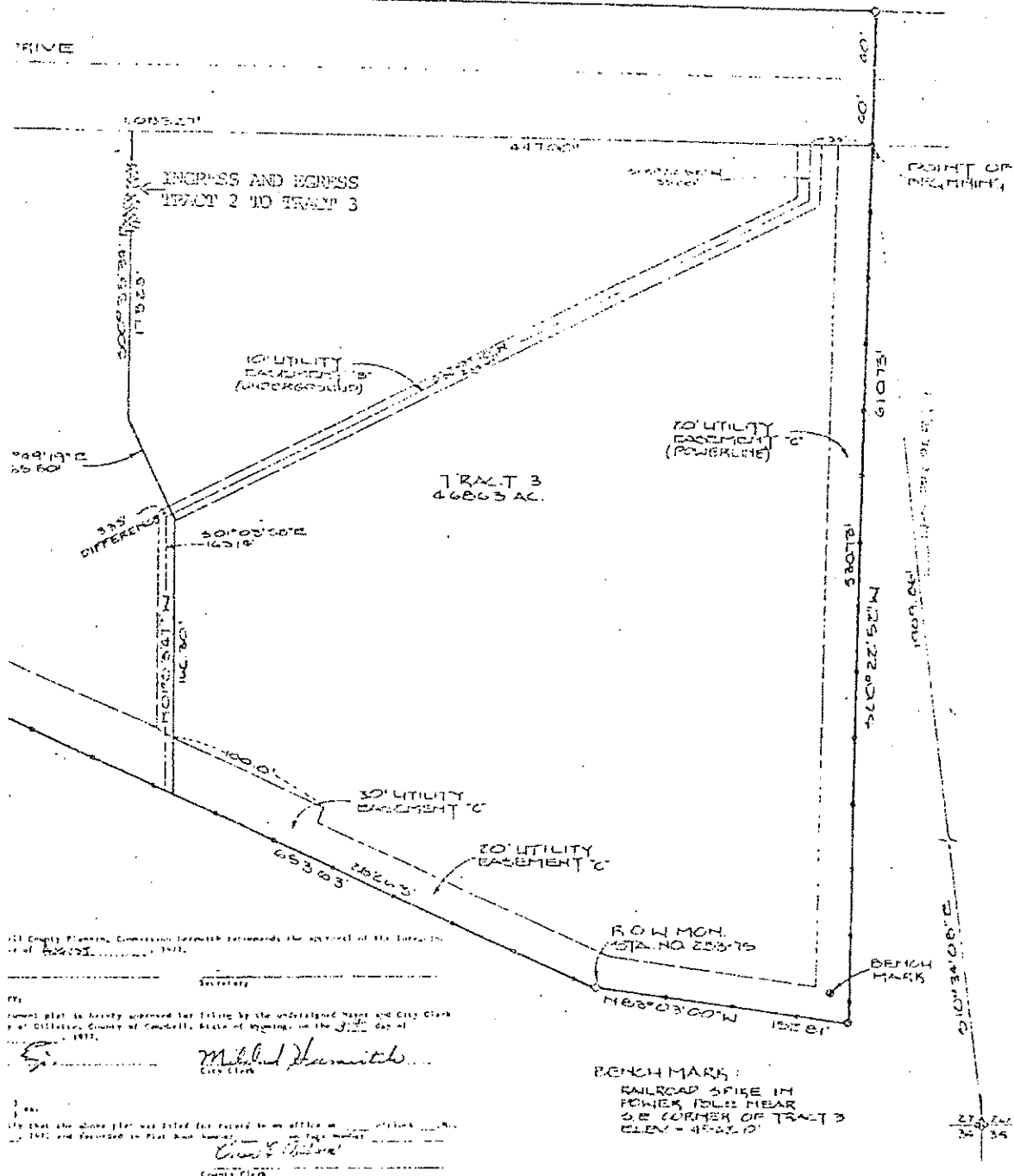
STATEMENTS
 That all portions of the plat and the hereinafter dedicated to public use are hereby dedicated to the City and its successors for public use.
 IN WITNESS WHEREOF I, Charles W. Waples, Register and Surveyor, Division of Land Commission, have caused these presents to be signed this 1st day of February, 1977.

Charles W. Waples, Register and Surveyor, Division of Land Commission
 State of Wyoming

STATE OF WYOMING
 County of Yellowstone
 The foregoing instrument was acknowledged before me by Charles Waples, a Division of Land Commission, on this 1st day of February, 1977.
 Witness my hand and official seal.
 My Comm. Expires _____

The City of...
 plat this 1st
 day of...
 1977.
 William C. Clark, Mayor
 City of...
 County of...
 State of Wyoming

CERTIFICATE OF
 STATE OF WYOMING
 County of...
 William C. Clark, Mayor
 City of...
 County of...
 State of Wyoming
 Witness my hand and
 official seal
 this 1st day of
 February, 1977.



All County Planning Commission herewith recommends the approval of the foregoing plat of 46863 AC..... 1972.

It is the policy of the State of Wyoming that the plat be approved for filing by the undersigned Mayor and City Clerk of the City of Gillette, County of Campbell, State of Wyoming, on the 31st day of August, 1972.

Michael Hammit
City Clerk

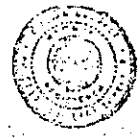
Ernie J. Mitchell
City Clerk

BENCH MARK:
RAILROAD SPIKE IN
POWER POLE NEAR
SE CORNER OF TRACT 3
ELEV. = 47-22.72'

27
34

**RE-SUBDIVISION OF
HOLIDAY ADDITION**

SITUATED IN THE N1/2 OF THE SE 1/4 OF
SECTION 27, T.50N., R.72W., 6TH., P.M.,
CAMPBELL COUNTY, WYOMING



Ernie J. Mitchell
Registered Land Surveyor

CSSA, WYOMING CIVIL ENGINEERING - LAND SURVEYING 10 NORTH GILLETTE - GILLETTE, WYOMING	DRAWING NO 1071	FIELD WORK R.A.	DRAWN DRS
	CLIENT NO 196-6-68	DATE 08/20	