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AGREEMENT AND RESTRICTIVE COVENANT

This **AGREEMENT AND RESTRICTIVE COVENANT**, made and entered into this 19th day of March, 1992, by and between the city of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter CITY, of 201 East Fifth Street, Gillette, Wyoming, 82716 and GFI Gillette Investments Limited Partnership, A Utah Limited Partnership, hereinafter GFI and Powder Basin Properties, A Wyoming Partnership, P.O. Box 4221, Gillette, Wyoming 82717, hereinafter POWDER BASIN. GFI, POWDER BASIN and CITY may be referred to collectively herein as the PARTIES.

WHEREAS, GFI desires to construct a building occupying approximately 92,000 square feet using type V-N fully sprinklered construction in compliance with the Uniform Building Code which provides that 60 feet of open space surround the building, all on the same lot and wishes to be allowed to use adjoining separately owned property to maintain at least 60 feet of open space around the building on its south side; and,

WHEREAS, POWDER BASIN, the owner of the land to the south of the site for the GFI building agrees to allow the request of GFI but would like to be able to build additional buildings on a zero lot line directly adjacent to the south of the GFI building; and,

WHEREAS, the CITY will approve this use of adjacent land as open space if the GFI building and all buildings contiguous to it are surrounded as a unit by at least 60 feet of open space on all sides and if they are built using at a minimum, type V-N construction and have an automatic fire-extinguishing system throughout the structure hereinafter sprinklered; and,

WHEREAS, the PARTIES agree that this **AGREEMENT AND RESTRICTIVE COVENANT** is a Restrictive Covenant enforceable by the CITY

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and shall be filed with the Campbell County Clerk and Ex-Officio Recorder of Deeds to give notice of these restrictions and prevent development, construction and any use of any building on Lots 1D and 1E contrary to the terms of this AGREEMENT AND RESTRICTIVE COVENANT.

NOW therefore, the PARTIES agree and covenant as follows;

1. GFI has applied to the CITY for a building permit pursuant to the 1988 edition of the Uniform Building Code as adopted and amended by section 5- 1 of the Gillette City Code to construct a structure to be used as a store, hereinafter referred to as the STORE, occupying approximately 92,000 square feet.

2. The STORE will be located on a tract of land legally described as Lot 1D of the Resubdivision of Lot 1C, Block 1 of the Resubdivision of Lot 1A of Block 1 of the Resubdivision of Lots 1, 2, 3 & 4 of Block 1 of the Homestead Addition to the City of Gillette, Wyoming, according to the plat thereof duly recorded with the records of the Campbell County Clerk and Ex-Officio Recorder of Deeds, hereinafter referred to as Lot 1D. Lot 1D is north of, adjoins and borders a tract of land owned by POWDER BASIN described as Lot 1E of the Resubdivision of Lot 1C, Block 1 of the Resubdivision of Lot 1A of Block 1 of the Resubdivision of Lots 1, 2, 3 & 4 of Block 1 of the Homestead Addition to the City of Gillette, Wyoming, according to the plat thereof duly recorded with the records of the Campbell County Clerk and Ex-Officio Recorder of Deeds hereinafter referred to as Lot 1E. Lots 1D and 1E may be referred to collectively herein as the LAND.

3. GFI intends to construct the STORE using type V-N fully sprinklered construction. The PARTIES agree that the Uniform Building Code provides that a building of 92,000 square feet built with type V-N construction and fully sprinklered must have at least 60 feet of open space around it on all sides. GFI may construct the south wall of the STORE upon the south property lines of Lot 1D.

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4. In order to maintain at least 60 feet of open space around the STORE on its south side, the northern most 60 feet of Lot 1E must be left as open space in compliance with the Uniform Building Code except as authorized by the terms of this AGREEMENT AND RESTRICTIVE COVENANT.

5. The PARTIES acknowledge and agree that in order to permit the construction and operation of an additional building attached to and adjoining the STORE, under different ownership from the STORE, the STORE and all additional attached contiguous buildings must be treated as a single building and 60 feet of open space must be maintained around all sides of the STORE and all additional buildings attached to and adjoining it or to any additional buildings attached to and adjoining any additional buildings attached to and adjoining the STORE.

6. The PARTIES acknowledge and agree that any and all additional buildings attached to and adjoining the STORE, or any additional buildings attached to and adjoining any and all additional buildings attached to and adjoining the STORE, must be constructed to at least Type V N construction standards and be fully sprinklered.

7. The PARTIES acknowledge and agree that since Lot 1D and Lot 1E are under separate ownership and may both be further subdivided in the future, it is necessary that this agreement concerning the construction and operation of the STORE be enforceable as a covenant running with the LAND described herein by the CITY to insure compliance with the terms hereof.

8. This AGREEMENT AND RESTRICTIVE COVENANT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

9. This AGREEMENT AND RESTRICTIVE COVENANT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT AND RESTRICTIVE

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COVENANT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

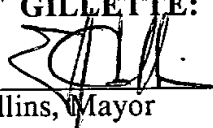
10. This AGREEMENT AND RESTRICTIVE COVENANT shall be governed by the laws of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County Wyoming shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT AND RESTRICTIVE COVENANT.

11. If any legal action is instituted to enforce any of the terms of this AGREEMENT AND RESTRICTIVE COVENANT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

12. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT AND RESTRICTIVE COVENANT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This 19th day of MARCH, 1992.

CITY OF GILLETTE:



E.J. Collins, Mayor

(SEAL)

ATTEST:



Mildred Huravitch, City Clerk

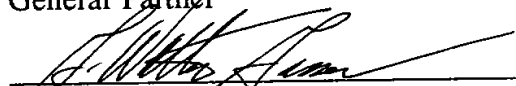
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**GFI Gillette Investments Limited Partnership,
A Utah Limited Partnership**

BY: WGA-Gillette, Inc., a Utah Corporation,
General Partner

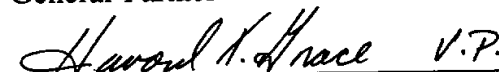
BY:


G. Walter Gasser
Its: President

Powder Basin Properties, A Wyoming General Partnership

BY: W. M. Grace Development Co., Inc.
General Partner

BY:


Howard T. Grace
Its: Vice President

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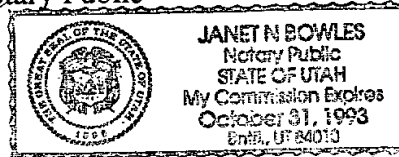
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STATE OF Utah)
) ss.
County of Davis)

The above and foregoing AGREEMENT AND RESTRICTIVE COVENANT was acknowledged before me by G. Walter Gasser, President of WGA-Gillette, Inc., a Utah Corporation, General Partner of GFI-Gillette Investments Limited Partnership, a Utah Limited Partnership this 19th day of March, 1992.



Notary Public

My Commission Expires: 10-31-93

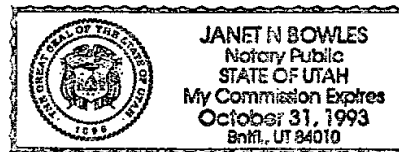


STATE OF Utah)
) ss.
County of Davis)

The above and foregoing AGREEMENT AND RESTRICTIVE COVENANT was acknowledged before me by Howard T. Grace, Vice President of W. M. Grace Development Co., Inc., General Partner of Powder Basin Properties, a Wyoming General Partnership this 19th day of March, 1992.


Notary Public

My Commission Expires: 10-31-93



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STATE OF WYOMING)
) ss.
 County of Campbell)

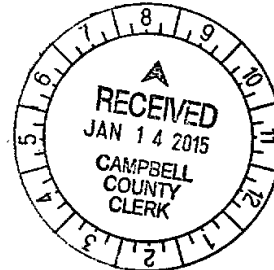
On the 19 day of March, 1992, before me personally came E. J. Collins, and Mildred Huravitch, to me known, who, being by me duly sworn, did depose and say they reside in Campbell County, Wyoming; they are the Mayor and Clerk, respectively, of the City of Gillette, Wyoming a City of the First Class and the municipal corporation which executed the foregoing instrument; they know the seal of the said municipal corporation; that the seal affixed to the said instrument is such municipal corporate seal; that it was so affixed by order of the Governing Body of the said municipal corporation; and that they signed their names to the said instrument by like order.

Marlene M. Claflin - Notary Public
 County Of State Of
 Campbell Wyoming
 My Commission Expires July 31, 1994

Marlene M. Claflin
 Notary Public

My Commission Expires:

7-31-94



1005644 Recorded on 1/14/2015 at 8.16.00 Fee 30.00
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 Susan F. Saunders, Campbell County Clerk by: A. CARTWRIGHT

RECORDED
 ABSTRACTED
 INDEXED
 CHECKED