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**DECLARATION OF MUTUAL CROSS-PARKING
COVENANTS AND EASEMENTS**

THIS DECLARATION OF CROSS-PARKING COVENANTS AND EASEMENTS
effective this 15th day of October, 2014, by and between **CAPITAL LAND
DEVELOPMENT, LLC**, a Wyoming Limited Liability Company, of 819 Country Club Road,
Gillette, WY 82718, ("*Capital*"); and, **BOMBAY LAND COMPANY, INC.**, a Wyoming
Corporation, of 312 Windsor Court, Spearfish, SD 57783, ("*Bombay*"), and

WHEREAS, Capital is the owner of real estate located in the City of Gillette, Campbell
County, Wyoming, to-wit:

Tract 1 of Lakeland Hills Subdivision Phase 4, a resubdivision of Lot 1 of Lakeland
Hills Commercial Subdivision and Tract C of Lakeland Hills Subdivision Phase 3,
located in the NW1/4 of Section 23, T50N, R72W of the 6th P.M., Gillette, Campbell
County, Wyoming, according to the official plat thereof filed for record 17 October
2014 in Book 40 of Plats, Page 320 of the records of Campbell County,
Wyoming,

hereinafter referred to as "*Capital Site*", and

WHEREAS, Bombay is the owner of real estate located in the City of Campbell County,
Wyoming, to-wit:

Tract 2 of Lakeland Hills Subdivision Phase 4, a resubdivision of Lot 1 of Lakeland
Hills Commercial Subdivision and Tract C of Lakeland Hills Subdivision Phase 3,
located in the NW1/4 of Section 23, T50N, R72W of the 6th P.M., Gillette, Campbell
County, Wyoming, according to the official plat thereof filed for record 17 October
2014 in Book 10 of Plats, Page 320 of the records of Campbell County,
Wyoming,

hereinafter referred to as "*Bombay Site*", and

WHEREAS, the parties hereto desire to develop and utilize the Capital Site and Bombay
Site (hereinafter collectively referred to as "*Sites*") as an integrated and unified property for the
limited and certain purposes as provided by this agreement, and

WHEREAS, the parties hereto desire to submit their respective Sites to these covenants,
restrictions, and reciprocal easements for pedestrian and vehicular ingress, egress, parking, passage
and traffic, over, upon and across areas of the respective Sites as hereinafter provided.

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NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1.
Definitions

1.01. **Permittees.** The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

1.02. **Site Plan.** The term "Site Plan" shall mean and refer to the site plan of the Sites each shall determine for their respective properties as to the location of buildings and other improvements.

SECTION 2.
Easements

2.01. **Grant of Easements.** Bombay and Capital hereby each grant to the other and to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in any part of the Sites (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners") the following easements for use by the Owners and their respective Permittees, without payment of any fee or charge:

2.01.1. **Pedestrian Easements.** Nonexclusive easements for the purpose of pedestrian traffic (i) between each Site; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Sites; (iii) the parking areas now and hereafter located on the Sites, exclusive of such portion of each Site upon which Bombay or Capital may construct upon their respective Sites buildings or other improvements that are not otherwise related to or appropriate for pedestrian access, travel or use; and limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use by the Permittees in conformity with this Agreement.

2.01.2. **Vehicular Easements.** Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter abutting or located on any portion of the Site; limited, however, to those portions of the Site which are

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improved by the Owner thereof from time to time for vehicular accessways in conformity with this Agreement; and, exclusive of such portion of each Site upon which Bombay or Capital may construct upon their respective Sites buildings or other improvements that are not otherwise related to or appropriate for vehicular access, travel or use.

2.01.3. Access Easements. Nonexclusive easements in accordance with the access points and driving lanes between each Site and the public streets and ways abutting or crossing any portion of the Sites for the purpose of providing ingress, egress and access to the easements hereby created.

2.01.4. Parking Easements. Nonexclusive easements in and to the parking lot of each Site as may now or inclusive of access to and use for vehicular parking purposes. The easements for parking spaces and access shall be provided in substantial accordance with the Site Plan as each shall determine.

2.01.5. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, and across the Sites as are part of any pedestrian easement, vehicular easement, access easement or parking easement as above described or defined.

SECTION 3. Nature of Easements and Rights Granted

3.01. Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

- (a) Are made for the direct, mutual and reciprocal benefit of the Owners and Permittees of the respective Sites;
- (b) Create mutual equitable servitudes upon each Site in favor of the other Site;
- (c) Constitute covenants running with the land; and
- (d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Sites at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision.

3.02. Transfer of Title. The acceptance of any transfer or conveyance of title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of its interest in its Site shall be deemed to:

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- (a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and
- (b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any such Site which will be conveyed to each grantee, in each case by a written instrument executed, acknowledged and recorded in the offices of the Campbell County Clerk.

SECTION 4. **Maintenance**

4.01. **Maintenance.** Bombay and Capital shall maintain their respective Sites, which maintenance shall include:

- (a) Maintenance, repair and replacement of the surface and subsurface of the sidewalks, parking lot and driveways situated on their respective Sites to maintain a level, smooth and evenly covered surface with the type of materials originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;
- (b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof and maintaining, repairing and replacing (when necessary) automatic sprinkler systems and water lines;
- (c) Removal from their Site of papers, debris, ice, snow refuse and other hazards to persons using the Sites, including washing or thoroughly sweeping paved areas as required;
- (d) Maintenance of such appropriate entrance, exit and directional signs, markers and lights as will be reasonably required from time to time; and
- (e) Such painting and repainting as may be required to maintain the parking lot spaces and pedestrian crossing in high quality condition so that they are reasonably visible.

4.02. **Failure to Properly Maintain.** In the event that any party shall fail to properly maintain their Site (such party being herein referred to as the "Defaulting Party"), which failure has a material adverse effect on the other party, the other party (hereinafter referred to as the "Nondefaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the "Deficiencies") in the Defaulting Party's performance of the maintenance to be performed by it. The Defaulting Party

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shall have fifteen (15) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said fifteen (15) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. Provided, however, the Defaulting Party shall have a reasonable period of time to proceed to correct the Deficiencies where the delay is due to weather, climate or other conditions beyond the control of the Defaulting Party. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Nondefaulting Party may, at its option, correct the Deficiencies. In the event that the Nondefaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, promptly upon receipt from the Nondefaulting Party of an itemized invoice for the costs incurred by the Nondefaulting Party in correcting the Deficiencies, pay all of such costs to the Nondefaulting Party.

4.03. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities, the respective Owners of each Site shall operate and maintain their Site which is subject to the parking, pedestrian and vehicular easements as above provided, in sound structural and operating condition at the sole expense of the Owner of the Site.

SECTION 5. Enforcement - Injunctive Relief

5.01. Remedies. In the event of any violation by any Party hereto or by any Permittee of any Party hereto of any part of the Sites of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to all other parties to this Agreement and to the persons or entity guilty of such violation or threatened violation.

5.02. Breach Does Not Affect Agreement. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of the Agreement.

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SECTION 6.
Restrictions on Development and Use

6.01. Site Plan. It is agreed that each Party shall substantially develop and utilize their Site consistent with the Site Plan. Any material modification or change in the Site Plan (to include a material change in the use of the Sites) that would materially adversely affect the foregoing easements, may only occur upon the express written consent of the Parties hereto; provided, however, additions or modifications to either Site shall be permitted so long as the additions or modifications (1) do not impact the parking spaces available in the vicinity of the other Site, and (2) the total parking for the Sites equals or exceeds the parking requirements of the applicable city code or regulations.

SECTION 7.
Mutual Indemnification

7.01. Indemnification. Bombay and Capital, with respect to their respective Sites, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold the other Party harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Party to maintain its Site in a safe and proper condition. Each Party shall give the other Party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

7.02. Liability Insurance. Each Party shall obtain and maintain comprehensive public liability insurance covering injuries to persons and property on, in or about its Site, with a single limit of not less than One Million Dollars (\$1,000,000) with a deductible not in excess of Ten Thousand Dollars (\$10,000), naming the other Party as an insured. All such policies of insurance shall be issued by solvent and responsible insurance companies authorized to do business in the State of Wyoming, and all such policies shall contain a waiver of the right of subrogation. The Parties shall furnish each other with certificates of insurance reflecting this coverage upon request. In addition, whenever (a) any loss, cost, damage or expense resulting, directly or indirectly, from accident or occurrence is incurred by any Party, and (b) such Party is then required to be covered in

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the hole or in part by insurance with respect to such loss, cost, damage or expense, then such Party hereby releasing the other Party from any liability it may have on account of loss, cost, damage or expense.

SECTION 8. **Duration and Termination**

8.01. Duration. The easements, covenants, restrictions and other provisions of the Agreement shall be of perpetual duration.

8.02. Amendment. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to Site or the Sites only by the recording of the appropriate document in the offices of the Campbell County Clerk, Gillette, Wyoming, which document must be executed by all of the Owners affected thereby, as of the date of such document.

SECTION 9. **Recording**

9.01. A fully executed counterpart of this Declaration of Mutual Cross-Parking Covenants and Easements shall be recorded in the offices of the Campbell County Clerk, Gillette, Wyoming.

SECTION 10. **Benefit**

10.01. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

SECTION 11. **Waiver**

11.01. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

SECTION 12. **Severability**

12.01. If any term or provision of this Agreement shall, to any extent, be held invalid or

unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

SECTION 13.
Applicable Law

13.01. This Agreement shall be construed and enforced in accordance with the laws of Wyoming.

SECTION 14.
Counterparts

14.01. This Agreement shall be executed in separate counterparts, each of which shall be deemed an original.

SECTION 15.
Notice

15.01. All notice under this Agreement shall be effective if served personally or if deposited in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested, as follows (unless notice of a change of Owner or address is given pursuant hereto):

<i>If to Bombay:</i> 312 Windsor Court Spearfish, SD 57783	<i>If to Capital:</i> 819 Country Club Drive Gillette, WY 82716
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Upon any change of address or change of Owner, notice of such change shall be provided by certified mail, return receipt, to the other Party.

SECTION 16.
Reasonableness of Consent

16.01. Unless otherwise provided herein, whenever an Owner's agreement or approval is required hereunder, such Owner shall not unreasonably withhold or delay such agreement or approval. If an Owner shall not agree, or shall disapprove, the reasons therefore shall be stated in writing and in reasonable detail.

IN WITNESS WHEREOF, the parties hereto have executed this Cross-Parking Easement Agreement, effective as of the day and year first above written.

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Dated this 16th day of October, 2014.

BOMBAY LAND COMPANY, INC.

By: Lois M. Gibson
Lois M. Gibson, PresidentSTATE OF SOUTH DAKOTA)
)
COUNTY OF LAWRENCE)
)This instrument was acknowledged before me on the 16th day of October, 2014, by Lois M. Gibson, the President of Bombay Land Company, Inc., a Wyoming Corporation.

WITNESS my hand and official seal.

Janet C. Batten
Notary PublicDeclaration of Mutual Cross-Parking Covenants and Easements
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Dated this 15th day of October, 2014.

CAPITAL LAND DEVELOPMENT, LLC

By: Keshav R. Patel
Keshav R. Patel, Member/Manager

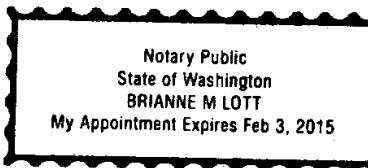
STATE OF WASHINGTON)
COUNTY OF KING)
 } ss.

This instrument was acknowledged before me on the 15th day of October, 2014, by Keshav R. Patel, the sole Member/Manager of Capital Land Development, LLC, a Wyoming Limited Liability Company.

WITNESS my hand and official seal.

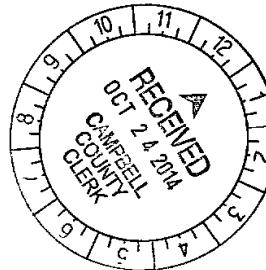
(SEAL)
My Commission Expires: February 3, 2015

Notary Public



1002743 Recorded on 10/24/2014 at 12:24:00 Fee 39.00
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by: S. ROBERTS
Susan F. Saunders, Campbell County Clerk

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INDEXED
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