

Recorded at the request of
and return to:

Justin Bubenik
Les Schwab Tire Centers
P.O. Box 5350
Bend, OR 97708-5350

DECLARATION OF CROSS-ACCESS, STORMWATER & SIGN EASEMENTS

THIS DECLARATION OF CROSS-ACCESS, SEWER & SIGN EASEMENTS (this “Declaration”) is made and entered as of this 18 day of July, 2024 (the “Effective Date”), by **SFP-E, LLC**, an Oregon limited liability company, as declarant (“Declarant”).

RECITALS:

WHEREAS, Declarant is the owner in fee of the land described as follows (the “Land”):

BEING LOT 4E-3, BLOCK 1 OF AMENDED PLAT OF LOTS 2A-4-A, 2A-5-A, 3A & 4E,
BLOCK 1 SHILOH CROSSING SUBDIVISION

LOCATED IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 25
EAST, P.M.M. CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

WHEREAS, Declarant intends to subdivide the Land into the following parcels (each, a “Lot” and collectively, the “Lots”):

“Lot 1”:

The portion of the Land identified as Lot 1 on Plat of Les Schwab Subdivision.

“Lot 2”:

The portion of the Land identified as Lot 2 on Plan of Les Schwab Subdivision.

WHEREAS, Declarant intends to subdivide, develop and operate the Parcels in conjunction with each other as integral parts of a mixed-use complex, and in order to effectuate the common use and operation thereof, Declarant desires to establish certain non-exclusive easements in, to, over, under, and across portions of the Parcels.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, in consideration of the foregoing, and the covenants and declarations as hereafter set forth, **DECLARES** that the Parcels must be sold, transferred, conveyed, improved and developed subject to the following:

1. **Cross Access Easement.** Declarant grants to the owners of Lot 1 (and their guests, invitees, and licensees) (“Lot 1 Owner”) and the owners of Lot 2 (and their guests, invitees, and licensees) (“Lot 2 Owner” and collectively with Lot 1 Owner, the “Lot Owners” and each, a “Lot Owner”) a nonexclusive easement for ingress and egress over that portion of the Land identified on Exhibit A as the “New 35’ Wide Shared Access Easement” strictly for the purpose of accessing their respective Lots (the

“Cross Access Easement”).

2. **Sewer Service Easement.** Declarant grants to Lot 2 Owner a nonexclusive easement for the maintenance and servicing of a sewer line within the area of Lot 1 identified on Exhibit B as the “New 8’ Wide Sewer Service Easement” (the “Sewer Service Easement”). Lot 2 Owner’s use of the Sewer Service Easement shall not interfere with the operation of Lot 1. Lot 2 Owner shall provide written notice to Lot 1 Owner at least 48 hours prior to any access upon the Sewer Service Easement. Lot 2 Owner shall be responsible for the maintenance and repair of the Sewer Service Easement.

3. **Sign Easement.** Declarant grants to Lot 1 Owner a permanent easement, appurtenant to the portion of Lot 2 identified on Exhibit C as the “New 8’ x 20’ Wide Sign Easement” for the construction, operation, maintenance, repair and replacement of the sign structure, and associated landscaping, if any (the “Sign Easement”), and installation, maintenance, repair, and replacement of any and all associated utilities, including the right to bring personnel and maintenance vehicles onto Lot 2 to service the Sign Easement, any improvements located thereon, and associated utilities. Nothing contained in this Declaration shall obligate Lot 1 Owner to construct the signage referenced herein or to reconstruct any signage in the event of destruction or casualty.

4. **Maintenance and Repairs.** Except as otherwise provided, each Lot Owner shall maintain its Lot and the easements located thereon at its own expense. For any easement located on both Lots, the Lot Owners shall share in the cost and expense of maintaining such easement. All maintenance, repair and improvements performed with respect to the easements granted herein shall be completed in a good and workmanlike manner. No Lot Owner shall obstruct any easement granted herein except only to the extent necessary for required maintenance and repairs, or otherwise alter any improvements within the easement areas. No Lot Owner shall interfere with the operation of any Lot in their use or access of any easement granted herein.

5. **Indemnification.** A party using the easement granted them herein is referred to as the “Indemnifying Party.” The party owning the land encumbered by such easement is the “Indemnified Party.” An Indemnifying Party hereby releases, indemnifies and holds the Indemnified Party and their successors and assigns harmless from any and all liability for injury to the Indemnified Party’s property, or any invitee, employee, licensee, contractor, customer, tenant, or contractor of such Indemnified Party which injury or damage shall result from, arise out of, or be attributable to any use of the applicable easement by the Indemnifying Party or any invitee, employee, licensee, contractor, customer, tenant, or contractor of such Indemnifying Party. This indemnification, release and hold harmless agreement includes any costs or attorneys’ fees incurred by an Indemnified Party in connection with any claims covered by this Section.

6. **Easements Appurtenant.** The easements granted herein are perpetual and appurtenant to the real properties described herein and shall run with the land. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. **Compliance with Laws.** All Lot Owners shall comply with all governmental rules and regulations that may now exist or may hereafter be adopted with respect to its use of an easement granted herein.

8. **Attorney's Fees, Venue.** If any suit or action is filed or commenced by any party to enforce this agreement or otherwise with respect to the subject matter of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit, action or arbitration as fixed by the trial court or arbitrator(s), and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court. Exclusive jurisdiction for any suit shall be in the circuit court in Yellowstone County, Montana.

IN WITNESS WHEREOF, the parties have set their hands to be effective as of the Effective Date.

DECLARANT:

SFP-E, LLC,
an Oregon limited liability company

By: 
Dietrich Haar, Vice President

STATE OF OREGON)
) ss.
County of DESCHUTES)

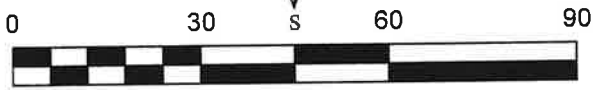
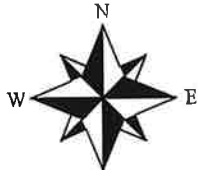
On this 18 day of July, 2024, before me personally appeared Dietrich Haar, Vice President of SFP-E, LLC, and executed the within and foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed.



Notary Public for the State of Oregon
Residing at 20900 Cooley Rd., Bend, OR 97701
My Commission Expires: 08/04/2026



EXHIBIT "A"
CROSS-ACCESS EASEMENT



SCALE: 1"=30'

LOT 1,
BLOCK 1
LES SCHWAB
SUBDIVISION

NEW 35' WIDE SHARED ACCESS
EASEMENT THIS SURVEY
DOC. NO. _____

S 00°09'49" E
35.00'

S 89°50'11" W
65.62'

N 58°19'59" W
37.44'

L2

L1

N 89°50'11" E
55.64'

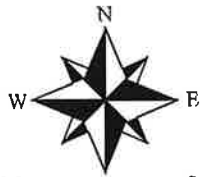
S 58°19'59" E
27.46'

EXISTING 14' WIDE
UTILITY, LIGHTING AND
SIDEWALK EASEMENT

LOT 2,
BLOCK 1
LES SCHWAB
SUBDIVISION

SHILOH
CROSSING BLVD

EXHIBIT "C"
SIGN EASEMENT



SCALE: 1"=30'

LOT 1,
BLOCK 1
LES SCHWAB
SUBDIVISION

LOT 2,
BLOCK 1
LES SCHWAB
SUBDIVISION

EXISTING 10' WIDE
UTILITY EASEMENT (TYP)

EXISTING 1 FOOT
NO-ACCESS STRIP

EXISTING 14' WIDE
UTILITY, LIGHTING AND
SIDEWALK EASEMENT

NEW 8' x 20' WIDE SIGN
EASEMENT THIS SURVEY
EASEMENT DOC NO. _____

A20.02'
R354.50'
D3°14'08"

N 19°09'15" W
8.00'

SHILOH
SOUTH
ROAD

SHILOH
CROSSING BLVD

SHILOH CROSSING SUB
LOT 3A-2, BLOCK 1