

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into effective this 9 day of December, 2016, by and between The Garry S. Ellis Trust Dated December 17, 1990 ("Ellis") and Robert and Sevgine Murdoch ("Murdochs").

WHEREAS, Ellis owns the building located at 134 N. Main Street in Sheridan, Wyoming. Ellis' building has two (2) levels. The ground level is a retail store, and the upper level is an apartment. The apartment of Ellis' building has a private entrance off of Main Street, with an address of 134 ½ N. Main Street.

WHEREAS, Murdochs own the building located at 138 N. Main Street in Sheridan, Wyoming, which is next door to Ellis' building. Murdochs' building also has two levels. The ground level is a restaurant, and the upper level is an apartment. The apartment of Murdochs' building does not have a private entrance off of Main Street.

WHEREAS, Ellis is willing to grant Murdochs a license to use the private entrance and stairway of Ellis' apartment at 134 ½ N. Main Street ("License Area") to access Murdochs' apartment on the upper level of their building at 138 N. Main, under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, Ellis and Murdochs hereby agree as follows:

1. Grant of License. Ellis hereby grants Murdochs and their tenants, agents, invitees, guests, servants and assigns the non-exclusive right, privilege and license to use the License Area for purposes of ingress and egress to and from Murdochs' apartment on the upper level of their building at 138 N. Main.

2. Term. This Agreement is not intended to represent permission granted in perpetuity. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days advanced written notice to the other party of intent to terminate.

3. Fee. So long as Murdochs are renting Ellis' apartment at 134 ½ N. Main and are in compliance with their rental agreement, there shall be no fee charged for the privileges and rights granted under this Agreement. In the event that Murdochs rental agreement is terminated, then

Murdochs shall pay a license fee of \$100.00 per month for the continued use of the License Area, which shall be paid on or before the fifth (5th) day of each month that this Agreement remains in effect.

4. Condition of License Area. Murdochs have inspected the License Area and accept the same in its present condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Ellis as to the structural or cosmetic condition of License Area, and Murdochs accept the premises in its present condition, **AS IS, WHERE IS**, acknowledges the License Area to be in good repair and clean appearances, and shall in no event hold Ellis liable for any defect in the premises of a structural or cosmetic nature.

5. Murdochs' Restoration Obligation. As a condition of this Agreement, Murdochs shall immediately cause the door that the previous owners of 138 N. Main installed to access the apartment above that building to be trimmed and painted to match the interior of the existing hallway in the License Area.

6. Ellis' Right of Entry and Use Reserved. Ellis, on behalf of itself, its tenants, agents, invitees, guests, servants and assigns, hereby reserves the complete right and authority to use the License Area in any manner not inconsistent with the rights herein granted to Murdochs.

7. Terms of Use. Murdochs shall be solely responsible for the acts and omission of their tenants, agents, invitees, guests, servants, assigns and anyone else using the License Area by, through or under Murdochs. As used herein, "Murdochs" refers collectively to Murdochs and their tenants, agents, invitees, guests, servants, assigns and anyone else using the License Area by, through or under Murdochs.

A. Murdochs shall maintain the License Area in a clean, safe and sanitary conditions, free from any obstructions and obstacles.

B. Except as provided above under "5. Murdochs' Restoration Obligation." Murdochs shall not paint any interior or exterior walls, nor make any structural or cosmetic changes to the appearance of the License Area without the prior written consent of Ellis.

C. Murdochs shall not engage in or permit and noisy or disorderly conduct in or around the License Area or do anything to disturb the tenants of Ellis' apartment at 134 ½ N. Main Street or the occupants of 134 N. Main Street.

D. Murdochs shall remove snow and ice from all walks and stairs used to access the License Area to a standard commensurate with the City of Sheridan Code.

E. Smoking is prohibited in and around the License Area.

F. Murdochs shall comply with any and all laws, ordinances, and regulations of the federal, state, county and municipal governments now or hereafter enforced, applicable to the License Area, relating to the use or occupancy thereof. Murdochs shall pay all costs, expenses, claims, fines, penalties, and damages that may be imposed because of Murdochs' failure to comply with this provision, and shall indemnify and hold Ellis harmless from all liability arising from noncompliance.

G. Murdochs shall keep the door of the License Area locked from the outside at all times to prevent use of the License Area by anyone other than Murdochs, Ellis, and Ellis' tenants, agents, invitees, guests, servants and assigns. Murdochs shall not allow the general public to access, use or enter upon the License Area.

8. Indemnification. **MURDOCHS SHALL INDEMNIFY AND HOLD ELLIS AND ITS TRUSTEE(S), BENEFITARY(IES), AGENTS AND ASSIGNS HARMLESS FOR PHYSICAL INJURY TO ANY PERSONS, INCLUDING MURDOCHS, THEIR TENANTS, AGENTS, INVITEES, GUESTS, SERVANTS, ASSIGNS AND ANYONE ELSE USING THE LICENSE AREA BY, THROUGH OR UNDER MURDOCKS, AND/OR FOR PROPERTY DAMAGE, DESTRUCTION, THEFT OR LOSS OF PERSONAL PROPERTY, OCCURING ON OR WITHIN THE LICENSE AREA.**

9. Surrender of Possession. Upon the expiration or termination of this Agreement, Murdochs' right to use the entry of 134 ½ N. Main Street and exercise the privileges and rights granted under this Agreement shall cease, and they shall surrender the property in as good as condition and repair as at the commencement of this Agreement. In addition, at the expiration or termination of this Agreement, Ellis shall have the right to remove the door that the previous owners of 138 N. Main installed to access the apartment above that building and to restore the wall to match the interior of the existing hallway in the License Area.

10. Agreement as License. Ellis and Murdochs intend and mutually agree that this Agreement shall be construed as a mere license by Ellis to Murdochs to use the entry of 134 ½ N. Main Street for purposes of ingress and egress. This Agreement shall not be construed as a lease,

sublease, rental agreement or easement. It is understood and mutually agreed that Murdochs have no interest whatsoever in Ellis' property by virtue of this Agreement.

11. Non-Assignment. This Agreement may not be transferred or assigned in any manner, without the prior written approval of Ellis.


12. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision or provisions.

13. Default. In the event that either party shall default in any of the material covenants and conditions herein contained, the non-defaulting party shall be entitled to all remedies existing under the laws of Wyoming, including, without limitation, specific performance, injunctive relief, actual and compensatory damages, and the costs of enforcement, including reasonable attorney's fees.


14. Binding Effect. This Agreement, and the conditions and covenants contained herein, constitute the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, agents and assigns.

15. Legal Representation / Understanding of Agreement. Ellis and Murdochs represent and warrant that each of them has had the opportunity to obtain and receive independent legal advice from an attorney of its/his/her choosing with respect to the legal effect of this Agreement, and further represent and warrant that it/he/she has carefully reviewed this entire Agreement and that each and every term hereof is understood.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9
day of December, 2016.


GARRY S. ELLIS
Trustee of The Garry S. Ellis Trust
Dated December 17, 1990


ROBERT MURDOCH



SEVRINE MURDOCH