

LICENSE AGREEMENT

This License Agreement is entered into on this 13th day of January, 2022, between the City of Sheridan, a Wyoming Municipal Corporation, hereinafter "City", and Derek Gilbert and Kimberlee Gilbert, herein after "Gilbert", and the parties agree as follows:

I. **Grant of License; Description of Premises:**

- a. Gilbert grants a license to City to construct a trail for the general public's use over lands owned by Gilbert subject to the terms herein.
- b. The land in which the License is granted is generally described in **Exhibit A** which description is incorporated herein. The specific placement of any and all trails shall be agreed upon by the parties. The location of any such trails shall be subject to the terms of the License.

II. **Term:** The term of this License shall be perpetual. Gilbert reserves the right to terminate this License at their discretion. Gilbert shall be required to provide notice of termination forty-five (45) days in advance.

III. **Construction:**

- a. The trail may be left in its natural state or be constructed of primarily native materials found in the area. No portion of the trail, unless specifically authorized in writing by Gilbert, may be constructed with any permanent material like cement or asphalt.
- b. The trail may be marked upon agreement by the parties.

IV. **Limits of Use:** Trails shall be constructed for the purposes of pedestrian and bicycle travel by the general public. Use of the trails shall be free of charge. Vehicular traffic shall be strictly prohibited except as needed by the City for maintenance. Gilbert shall not be restricted from using the trail in any manner.

- a. No portion of the trail may be fenced without the written permission of Gilbert. Any fence constructed shall be at the cost of City unless otherwise agreed by Gilbert. Any fence constructed by the City shall be maintained by the City. A fence constructed by Gilbert shall be maintained by Gilbert.
- b. At no time will any use, improvement, change to the trail or other action by either party result in any claim of easement, right of way or possession which may be permanent or tied to the base property.

V. **City Obligations:** City shall construct trails per the terms of this License and shall be responsible for all costs of maintenance including:

- a. Maintain the trails in a safe and useable condition;
- b. Repair any damage caused by the public's use; and

- c. Notify Gilbert of any damage caused by the public.

VI. **Termination:**

- a. In addition to the terms of Article II, this License may be cancelled by Gilbert upon City breaching any condition described herein. A breach of any condition of this License may be declared by means of Gilbert providing written notice of said breach to City and City failing to correct said breach within fifteen (15) days.
- b. Should the above-described trail be totally destroyed by flood or other casualty, this License shall automatically terminate unless City notifies Gilbert in writing within fifteen (15) days of damage to the trail of its intent to rebuild or repair the trail. The cost of repair or replacement shall be the sole cost of the City and must be completed within ninety (90) days of the damage unless otherwise agreed to by the parties in writing.

VII. **Governing Law:** This License shall be governed and enforced by the laws of the State of Wyoming, with the Fourth Judicial District within and for Sheridan County having jurisdiction.

- a. The City does not waive any claim of Government Immunity which is granted by the State of Wyoming. City shall indemnify, defend and hold the Gilbert harmless for any harm, damage or lawsuit brought by any third party regarding or relating to this License, the trails or the use of the trails.
- b. City and the public trail users shall be required to follow all Federal, State and Local law.

VIII. **Miscellaneous:** This License constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the day of this agreement shall not be binding on either party except to the extent incorporated herein.

- a. Any modification, additional obligation or waiver of any provision of this License is ineffective unless it is in writing and signed by both parties. Gilbert shall not be deemed to have waived any provision of this agreement by failing to enforce any term, breach, or default.
- b. The rights of each party under this agreement may not be assigned or transferred to any other person, firm, corporation, or other legal entity without the prior, express and written consent of the other party.
- c. This License may be executed in counterpart or by facsimile.

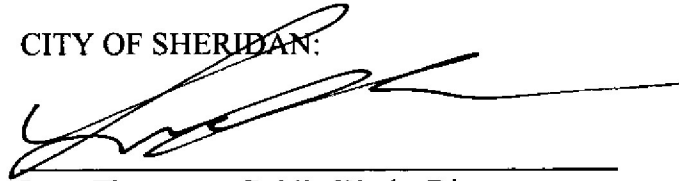
IX. **Notices:** All notices shall be delivered by hand or by first class mail, postage prepaid and deemed delivered upon mailing. Notices shall be sent to:

City:
City of Sheridan
ATTN: Public Works Director
55 E. Grinnell Plaza
Sheridan, Wyoming 82801

Gilbert:
Derek and Kimberlee Gilbert
495 Kingfisher Ave.
Sheridan, Wyoming 82801

DATED this 13 day of January, 2022.

CITY OF SHERIDAN:



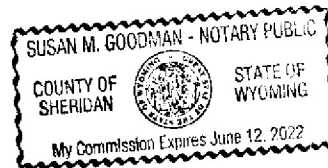
Lane Thompson, Public Works Director

Date: January 13, 2022

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing License Agreement was subscribed, sworn to and acknowledged before me this 13th day of January, 2022, by Lane Thompson, City of Sheridan Public Works Director.

WITNESS my hand and official seal.



Susan M. Goodman
Notary Public

GILBERT:

Derek Gilbert

Date: 1/11/22

Kimberlee Gilbert

Date: 1/11/22

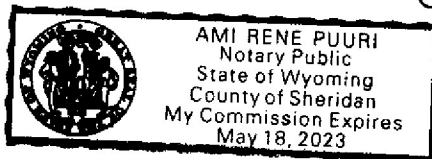
STATE OF WYOMING)

: ss.

County of Sheridan)

The above and foregoing License Agreement was subscribed, sworn to and acknowledged before me this 11th day of Jan., 2022, by Derek Gilbert and Kimberlee Gilbert.

WITNESS my hand and official seal.



Notary Public

BEING PART OF THE SW 1/4 OF SECTION 28 & THE SE 1/4 OF SECTION 29,
TOWNSHIP 56 NORTH, RANGE 84 WEST, OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING.

TOTAL ACREAGE = 35.2 ACRES±

A tract of land located in the Southwest Quarter of the Southwest Quarter

[illegible]

The first addition, as it is described, is at the bottom of the 20th, it seems with the consent and in accordance with the orders of the intervening judges and procurators, the 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212th, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312nd, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412nd, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511st, 512nd, 513th, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611st, 612nd, 613th, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th, 679th, 680th, 681st, 682nd, 683rd, 684th, 685th, 686th, 687th, 688th, 689th, 690th, 691st, 692nd, 693rd, 694th, 695th, 696th, 697th, 698th, 699th, 700th, 701st, 702nd, 703rd, 704th, 705th, 706th, 707th, 708th, 709th,

[illegible]

State of Arkansas
 County of Jefferson) ss.
 On this, the _____ day of _____, 2021 before me, the undersigned clerk,
 of said and lawfully qualified State of Arkansas, known to me to be a duly qualified
 and acting clerk, and qualified to administer oaths, and acknowledged that he
 executed the foregoing instrument and acknowledged that he
 is a duly qualified and acting clerk of said and lawfully qualified State of Arkansas.

The undersigned, _____, (insert name) MOBILE, Alaska, a _____ (insert name) of _____ (insert name) County and a United Recreator of Pleasure in Sport _____ (insert name) of _____ (insert name) State of _____ (insert name) at _____ (insert name) MOBILE, by signature on this card, consents to the inclusion of their name and identifying features on travel lists, statistics, computer files, and other information for the purpose of _____ (insert name) and _____ (insert name) for the above-captioned program.

Witness my hand and the seal of the above-captioned program, _____ day of _____, 2001 by _____

Signature: _____

In wireless network [1] and (7) band and private signal

CITY OF SHERIDAN CITY COUNCIL CERTIFICATE OF APPROVAL
Approved by the City Council of the City of Sheridan this ____ day of _____, 201__
Attest City Clerk _____ Mayor _____

CERTIFICATE OF RECORDER

STATE OF WYOMING }
COUNTY OF SHERIDAN } Do:

This office has mailed for record in the Office of the Clerk and Recorder in _____ of Book _____ 2017, and a copy recorded in Book _____ Page _____

County Clerk

CITY OF SHERBORN PLANNING COMMISSION CERTIFICATE OF A
Reviewed by the City of Sherborn Planning Commission This _____ day of _____
DIRECTOR OF PUBLIC WORKS CERTIFICATE OF APPROVAL

 ADAM VACH-CHAMBERLAIN

 (Signature)

1. **RECEIVED**

NOTES:

1. BASES OF RECORDS IS AROUND STATE PLANT, DATA

2. RECORDS ARE CIRCULAR IN ORDER RELATIVELY TO

3. INCLUDING SERVICE
JANUARY 1940
21st REGT
502d INF
51st REGT

4. AROUND DURING THEER SLOOE AREA MUST CONTAIN
RECORDS OF THE 502D INFANTRY DIVISION, 21ST REGT
RECORDED IN THE 502D INFANTRY DIVISION, 21ST REGT
STEP 502D INFANTRY DIVISION, 21ST REGT
SECTION 502D INFANTRY DIVISION, 21ST REGT

SUBMITTER'S CERTIFICATE
I, James J. Lawrence, a duly registered and a member of the
National Archives and Records Administration, certify that the
above is a true and correct copy of the original document
as it appears in the original document.

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 11.02 km
 17.2°23'N E
 S 61°23'N E
 11.02 km
 17.2°23'N E

THE BISHOP
COURT HOUSE
JURAT SECTION 508
CHIEFED WYOMING

N 03°17'04" E 229.80
N 03°14'59" E 228.5

2000 N
2000 N

Two microfiche cards are shown, each containing a grid of small, square images. The images appear to be microscopic views of a material, possibly a forensic sample. The top card is labeled 'MICROFILM' and the bottom card is labeled 'MICROFILM' and 'MICROFILM'.

**LEGAL
COUNTY CLE**

GREEMENT -
SHERIDAN CO
INELL PLZ

775736 AG
K THOMPSON,
RIDAN 55 GRIN
VY 82801-3930

NO. 2022-
EDA SCHUNK
CITY OF SHER
SHERIDAN W