

SIGN LICENSE AND EASEMENT AGREEMENT

THIS SIGN LICENSE AND EASEMENT AGREEMENT ("Agreement") is made and entered into this day by and between **T and C, LLC, a Wyoming limited liability company** ("T and C"), and **PAJA, LLC, a Wyoming limited liability company** ("PAJA").

RECITALS

1. T and C is the owner of property located in the City of Sheridan, Sheridan County, Wyoming more particularly described as follows:

Lot 2 of Brundage Corner Subdivision in the City of Sheridan, Sheridan County, Wyoming, recorded May 14, 2008 in Drawer B of Plats, Plat #56.

and

Lot 3A of North Brundage Corner Minor Subdivision, a replat of Lot 3 of the Brundage Corner Subdivision located in Section 2, T55N, R84W, 6th P.M. Sheridan, Wyoming recorded July 30, 2012 in the Sheridan County Clerk's Office, Drawer N of Plats, Plat #10.

(referred to as "Lot 2" and Lot 3A." respectively, and collectively referred to as "T and C's Property")

2. PAJA is the owner of property located in the City of Sheridan, Sheridan County, Wyoming, more particularly described as follows:

Lot 3B of North Brundage Corner Minor Subdivision, a replat of Lot 3 of the Brundage Corner Subdivision located in Section 2, T55N, R84W, 6th P.M. Sheridan, Wyoming, recorded July 30, 2012 in the Sheridan County Clerk's Office, Drawer N of Plats, Plat #10.

(referred to as Lot "3B" or "PAJA's Property")

3. T and C owns a sign located on Lot 2 of the North Brundage Minor Subdivision as depicted on the attached **Exhibit A**, which is incorporated by this reference ("Lot 2 Sign"). The Lot 2 Sign is maintained by T and C for the purpose of advertising businesses located in the Brundage Corner Subdivision and the North Brundage Corner Minor Subdivision.

4. T and C owns a sign located on Lot 3B of the North Brundage Minor Subdivision as depicted on the attached **Exhibit A**, which is incorporated by this reference ("Lot 3B Sign"). The Lot 3B Sign is maintained by T and C for the purpose of advertising businesses located in the Brundage Corner Subdivision and the North Brundage Corner Minor Subdivision.

5. T and C desires to describe an easement for the Lot 3B Sign and to allocate certain space on the Lot 2 Sign and the Lot 3B Sign to PAJA or its lessee on the terms and conditions stated herein.

NOW THEREFORE, in consideration of the monies to be paid and the covenants herein set forth, T and C and PAJA agree as follows:

1. **Lot 3B Sign Easement.** PAJA hereby grants to T and C a nonexclusive easement under, through, and across Lot 3B for the purpose of operating and maintaining the Lot 3B Sign in the manner, location, design, and configuration in which it currently exists. This easement shall run with the land and be binding upon the parties hereto, their successors and assigns.

2. **License to Occupy Portions of Lot 2 Sign.** T and C hereby grants to PAJA, or its lessee, the right to occupy and use portions of the Lot 2 Sign as the parties may agree, but in no event shall such space be less than two feet (2') in height and four feet (4") in width on each side of the Lot 2 Sign. PAJA shall be responsible for the design, content, and installation of its sign board on the Lot 2 Sign.

3. **License to Occupy Portions of Lot 3B Sign.** T and C hereby grants to PAJA, or its lessees, the right to occupy and use portions of Lot 3B Sign as the parties may agree, but in no event shall such space be less than two feet (2') in height and eight feet (8') in width on each side of the Lot 3B Sign. PAJA shall be responsible for the design, content, and installation of its sign board on the Lot 3B Sign.

4. **Transfer by PAJA.** In the event PAJA sells all corporate assets, or sells a controlling interest in the company two (2) years from the date of this agreement, such new owner shall have the right to negotiate a new agreement for advertising on T and C, LLC's sign.

5. **Maintenance.** T and C owns and shall maintain the signs at both locations.

6. **PAJA Maintenance Contribution.** PAJA shall be entitled to occupy a space described above on both sides for a period of two (2) years without cost. After two (2) years from the date of this Agreement PAJA shall pay its proportional share of costs for maintaining both signs including but not limited to casualty loss insurance and property tax assessment. PAJA's proportional share shall be 1/8 for the Lot 2 Sign and 1/4 for the Lot 3B Sign.

7. **Default.** In the event PAJA fails to pay its proportional share of sign costs after thirty (30) days' written notice PAJA shall forfeit its right to occupy both signs as described above.

8. **Succession.** The terms and conditions of this Agreement shall incur to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

9. **Notices.** Any notice required under the terms of this Agreement shall be deemed delivered when addressed, postage prepaid as follows:

 PA

T and C, LLC: Kon Ho In
T and C, LLC
700 North Main Street
Sheridan, Wyoming 82801

PAJA, LLC: PAJA, LLC
1323 Cottonwood Circle
Sheridan, Wyoming 82801

10. **Complete Agreement.** This Agreement contains the entire agreement of the parties pertaining to the sign referenced above and supersedes all prior oral or written agreements.

DATED this 1st day of aug, 2012

T and C, LLC

By: Kon Ho In
Title: manager

8-1-12
Date

PAJA, LLC

By: P. Akers
Title: Managing Member

8-1-12
Date

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

2012-698234 8/2/2012 10:05 AM PAGE: 4 OF 5
BOOK: 535 PAGE: 390 FEES: \$20.00 MD AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

This instrument was acknowledged before me on the 1st day of August, 2012 by
Kon Ho Lu, Manager of T and C, LLC, a Wyoming limited
liability company.

My Commission expires 5-13-14



[Signature]
Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the 1st day of Aug, 2012 by
Derrick Akers, Managing Member of PAJA, LLC, a Wyoming
limited liability company.

My Commission expires 5-13-14



[Signature]
Notary Public

[Signature] PA

EXHIBIT A

BRUNDAGE LANE

LOT 2
BRUNDAGE CORNER SUBDIVISION
LOT 1

LOT 3A
NORTH BRUNDAGE CORNER
MINOR SUBDIVISION
LOT 3B

NORTH BRUNDAGE CORNER
MINOR SUBDIVISION

LOT 2 SIGN
S 85°13'52" E
71.61'
N 86°52'43" E
34.46'
Found Partially
Readable Cap
PLS 101111
Found 3" Cap
WYDOT - PLS 2615

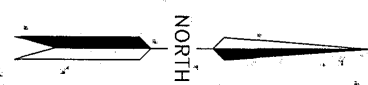
LOT 3B SIGN
N 38°10'57" E
18.08'
S 22°27'44" E
4.12'

COFFEE AVENUE

LEGEND

These standard symbols will be found in the drawing.

- North Brundage Minor Subdivision Boundary Line
- Lot Line
- Right of Way Line
- Easement Line
- ⊙ Rebar With Alum. Cap PLS 6811
- Rebar With Alum. Cap PLS 5300
- Existing Monument (as noted)



SCALE 1" = 60'
0 60 120 180

If this does not measure 1" scale is not correct.

Basis Of Bearing
NAD 83 Wyoming East Central Zone
Vertical Datum: NAVD 88

NORTH BRUNDAGE CORNER MINOR SUB EXHIBIT A SIGNS	T AND C LLC	 CENTENNIAL COLLABORATIVE ARCHITECTS • ENGINEERS • SURVEYORS <small>237 North Main St. - Sheridan, WY 82801 - (307) 672-1711 400 South Miller Ave. - Gillette, WY 82716 - (307) 682-1141</small>	PROJECT NO. S12008
	700 NORTH MAIN STREET		SHEET NO. EX - A
	SHERIDAN, WYOMING 82801		
	DATE: 7/25/12		