

LICENSE AGREEMENT

This License Agreement is made and entered into on this 20 day of April, 2022, by and between **Tongue River Twisters Gymnastics and Activity Center, LLC**, a Wyoming limited liability company whose address is 2945 West 5th Street, Sheridan, WY 82801 ("Tongue River Twisters") and **Grimshaw Investments, LLC**, a Wyoming limited liability company whose address is 39 East 1st Street, Sheridan, WY 82801 ("Grimshaw").

RECITALS

WHEREAS, on or about April 20, 2022, the parties entered into an Agreement for the Financing and Transfer of Real Property concerning certain real property located in Sheridan County, Wyoming known as 2945 West 5th Street, Sheridan, Wyoming; and

WHEREAS, Tongue River Twisters owns real property described as:

Tract 1 of Pilch Subdivision, Sheridan, Wyoming

WHEREAS, Grimshaw owns real property described as:

Tract 2 of Pilch Subdivision, Sheridan, Wyoming

WHEREAS, both parties require access to their respective tracts and structures.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – GRANT OF LICENSE TO TONGUE RIVER TWISTERS

- 1.1 Grimshaw grants to Tongue River Twisters a license to use certain lands and structures owned by Grimshaw subject to the terms contained herein.
- 1.2 Tongue River Twisters shall have a license to use an area of the Property shown in **Exhibit 1** and the structures located therein, which is incorporated herein, for the purpose of use of structures and access to and from Tongue River Twister's buildings located in Tract 1. The area subject to this license is generally described as:

A point beginning on the boundary between Tracts 1 and 2 at the southern portion of the driveway entrance to Tract 2 and then extending West along the edge of the parking lot 70' feet; then North until reaching the Northern boundary of Tract 2. This area creates a rectangle of approximately 70' x 190' located along the Eastern boundary of Tract 2 which ensures that Tongue River Twisters may access its building located on Tract 1.

ARTICLE 2 – GRANT OF LICENSE TO GRIMSHAW

- 2.1 Tongue River Twisters grants to Grimshaw a license to use certain lands owned by Tongue River Twisters subject to the terms contained herein.
- 2.2 Grimshaw shall have a license to use an area of the Property shown in **Exhibit 2**, which is incorporated herein, for the purpose of access to and from Tract 2.
- 2.3 The area subject to this license is generally described as:
- An area beginning at the driving entrance of Tract 1 from 5th Street, Sheridan Wyoming, and continuing in an arc to the West until reaching Tract 2. The area is approximately 50’ feet wide and arcs for approximately 180’ feet. This area is an arching road which has historically been used to access Tract 2.

ARTICLE 3 – TERM AND TERMINATION

- 3.1 Term. The term of this Agreement shall be perpetual. The parties reserve the right to terminate this Agreement at their discretion. The terminating party shall be required to provide notice of termination forty-five (45) days in advance.
- 3.2 Termination. This Agreement is not intended to run with the land. No easement has been created and the access and uses granted herein shall not be used by either party in an action for Quiet Title, Adverse Possession or Prescriptive Easement. This is an Agreement solely between the parties for their mutual benefit.

ARTICLE 4 - USE

- 4.1 The respective licenses granted to the parties as described in Articles 1 and 2 are intended to be used solely for access as described herein, utilize the buildings located within the licensed area and as may be necessary to utilize the respective Tracts.
- 4.2 Neither party may interfere with the other’s right of access while the Agreement exists.
- 4.3 Neither party may use their respective license to the exclusion of the licensing party or in such a manner which would prevent the licensing party from utilizing the area encumbered by the license.

ARTICLE 5 - RIGHTS UPON SALE

- 5.1 Should either party sell their respective Tract to a third party, the non-selling party reserves the right to establish an easement which will allow access as described herein. Provided, the size and location of the easement shall be agreed to by the parties prior to any such sale. If the parties cannot agree to the size and location of the easement, the parties agree to retain an independent 3rd party to act as an arbitrator. The arbitrator shall establish the location of the easement which shall be no larger than is necessary to allow vehicle access

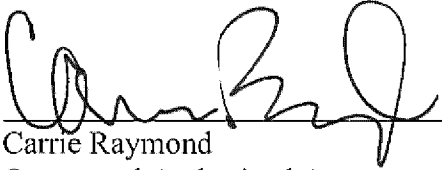
to and from the Tract or building/structure located on the Tract. All costs associated with establishing such easement shall be borne by the party requesting the easement.

ARTICLE 6 – MISCELLANEOUS

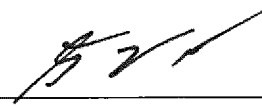
- 6.1 Governing Law. This Agreement shall be governed and enforced by the laws of the State of Wyoming, with jurisdiction being in the Fourth Judicial District within and for Sheridan County.
- 6.2 Miscellaneous.
- a. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the day of this Agreement shall not be binding on either party except to the extent incorporated herein.
 - b. Any modification, additional obligation or waiver of any provision of this Agreement is ineffective unless it is set down in writing and signed by both parties. Neither party shall be deemed to have waived any provision of this Agreement by failing to enforce any term, breach, or default.
 - c. 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.
 - d. The waiver by either party of a breach, default or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.
 - e. This License may be executed in counterpart or by facsimile.
- 6.3 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:
- | | |
|-------------------------------|----------------------------------|
| Tongue River Twisters: | Grimshaw Investments, LLC |
| Carrie Raymond | Stephen L. Grimshaw |
| 2945 West 5 th St. | 39 East 1 st St. |
| Sheridan, WY 82801 | Sheridan, WY 82801 |
- 6.4 Indemnification. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns, against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise from any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

DATED this 20 day of April, 2022.

Tongue River Twisters Gymnastics and Activity Center, LLC, a Wyoming limited liability company

By: 
Carrie Raymond
Owner and Authorized Agent
Date: 4/20/22

Grimshaw Investments, LLC, A Wyoming limited liability company

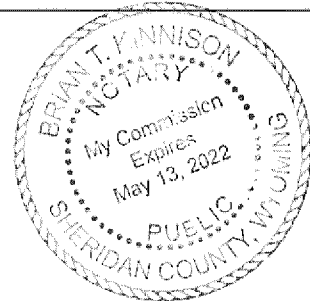
By: 
Stephen L. Grimshaw
Owner and Authorized Agent
Date: 4.20.22

STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing *License Agreement* was subscribed, sworn to and acknowledged before me this 20th day of April, 2022, by Carrie Raymond, in her capacity as Owner and Authorized Agent of Tongue River Twisters Gymnastics and Activity Center, LLC.

WITNESS my hand and official seal.

My Commission Expires: 5-13-22 
Notary Public



STATE OF WYOMING)
: ss.
County of Sheridan)

The above and foregoing *License Agreement* was subscribed, sworn to and acknowledged before me this 20th day of April, 2022, by Stephen L. Grimshaw, in his capacity as Owner and Authorized Agent of Grimshaw Investments, LLC.

WITNESS my hand and official seal.

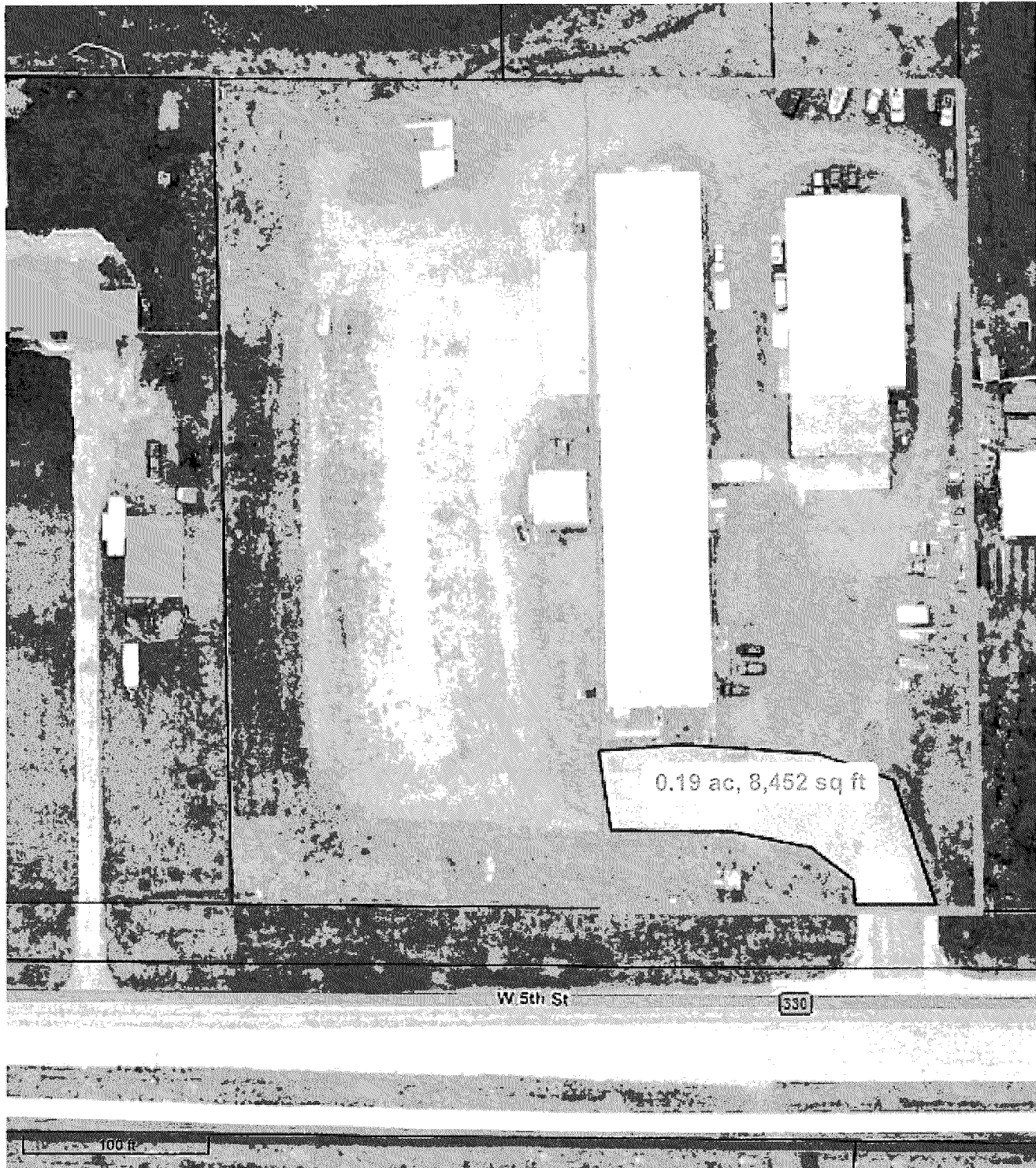
My Commission Expires: 5-13-22 
Notary Public



Sheridan County Wyoming MapServer



Sheridan County Wyoming MapServer



~ River, Creeks, Lakes
B.L.M.
U.S.F.S.
Other Federal Land
State of Wyoming



Sheridan County provides this map for illustrative
purposes only and assumes no liability for actions taken
by users based on information shown.
Printed 4/15/2022

EXHIBIT 2

NO. 2022-777957 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX ABSTRACT & TITLE GUARANTY A 307 W BURKITT ST
SHERIDAN WY 82801-4109