

SEPTIC USE AGREEMENT

This Septic Use Agreement (“Agreement”) is made and entered into by and between **Tongue River Twisters Gymnastics and Activity Center, LLC**, a Wyoming limited liability company, whose address is 2945 West 5th St., Sheridan, Wyoming 82801 (“Tongue River Twisters”), and **Grimshaw Investments, LLC**, a Wyoming limited liability company whose address is 39 East 1st St., Sheridan, Wyoming 82801 (“Grimshaw”).

RECITALS

WHEREAS, Tongue River Twisters is the record owner of certain real property located in Sheridan County, Wyoming, containing a septic that is permitted by Sheridan County; and

WHEREAS, Grimshaw is the record owner of certain real property located in Sheridan County, Wyoming, containing the leach field for the septic; and

WHEREAS, the Septic and Leach field is referred to jointly by this Agreement as “Septic System; and

WHEREAS, on the date of this Agreement, Tongue River Twisters is the only user of the Septic System; and

WHEREAS, it is the intent of the parties to establish the terms and conditions for the joint use of the Septic System.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. **OWNERSHIP AND STATUS OF SEPTIC SYSTEM:**

- a. Tongue River Twisters is the record owner of the real property where the Septic is located, subject only to the right of use by Grimshaw as set forth in this Agreement, more particularly described as:

Tract 1 of Pilch Subdivision, Sheridan, Wyoming

- b. Grimshaw is the record owner of the of the real property where the leach field servicing the Septic is located, subject only to the right of use by Tongue River Twisters as set forth in this Agreement, more particularly described as:

Tract 2 of Pilch Subdivision, Sheridan, Wyoming

2. PARTIES' USE OF THE SEPTIC SYSTEM:

- a. Subject to the rights of use granted herein to each party respectively, each party is granted the right to use the septic system for personal or commercial use.
- b. Neither party shall use the Septic System in such a manner that causes harm to the Septic System or other party.

3. MAINTENANCE OF SEPTIC SYSTEM:

- a. Until such time as Grimshaw uses the Septic System, Tongue River Twisters shall be solely responsible for the maintenance and repair of the Septic System. Upon Grimshaw establishing a use for the Septic System, the parties shall share equally all maintenance and repair costs.
- b. Should the Septic System fail, Tongue River Twisters may, at its option:
 - i. Construct a new permitted septic system at its sole cost; or
 - ii. Connect to City of Sheridan sewer, and in such event, all connection fees and construction costs shall be the responsibility of each party.
- c. Should the Septic System fail, Grimshaw shall have no obligation to repair or replace unless Grimshaw is using the Septic System. Should Grimshaw be using the Septic System and a failure occurs, the parties shall negotiate the costs of repair.

4. ACCESS: Each party shall have an easement for the purpose of access and the undertaking of such action necessary to allow either party to use, maintain or repair the Septic System. The easement shall be 15' (fifteen feet) beyond the edge of the Septic System. This easement shall automatically terminate if:

- a. A new Septic System is constructed; or
- b. The parties connect to City of Sheridan sewer services.

5. TIME OF THE ESSENCE/WAIVER: Time and each of the terms, covenants and conditions of this Agreement are hereby declared to be of the essence of this Agreement, and any one-time waiver by either party shall not be deemed to be a waiver of any future right or obligation.

6. COSTS AND ATTORNEY'S FEES: In the event that either party shall be required to employ the services of an attorney to enforce any provisions of this Agreement, and the matter is determined by a court of competent jurisdiction, the defaulting or unsuccessful party shall pay to the non-defaulting or successful party all costs and expenses, including their attorney's fees.

7. SEPTIC SYSTEM QUALITY: The parties accept the Septic System in "as is condition." Neither party makes any warranties of any type, either expressed or implied, as to the nature, capacity or life span of the Septic System.

8. **NOTICE:** All notices to be given pursuant to this Agreement shall be in writing and sent via the U.S. Postal Service, certified mail, return receipt requested, addressed to:

Tongue River Twisters:

Carrie Raymond
2945 West 5th St.
Sheridan, WY 82801

Grimshaw:

Stephen L. Grimshaw
39 East 1st St.
Sheridan, WY 82801

With a copy to:

Brendon E. Kerns
Kerns & Bunting, LLC
P.O. Box 6669
Sheridan, WY 82801

With a copy to:

9. **MUTUAL INDEMNIFICATION AND ASSIGNMENT RESTRICTION:** During the term of this Agreement, each party hereby agrees to indemnify, defend, and hold the other party harmless, including attorney's fees and costs of litigation, from any claim, demand, judgment or liability arising out of a party's (the term "party" includes the signatories to this Agreement, their families, representatives, assigns, invitees and successors-in-interest) use of the Septic System, and no party may assign their claims to a third party.
10. **DEFAULT:** In the event either party or its successors in interest default in any of terms of this Agreement, the non-defaulting party shall give the defaulting party thirty (30) days written notice of default, and if the defaulting party fails to cure, then the non-defaulting party shall have the right to terminate this Agreement or invoke any other remedies available at law.
11. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
12. **BINDING EFFECT AND PERPETUAL NATURE:** Subject to the termination of this Agreement, as set forth herein, this Agreement shall be perpetual in nature and shall "run with the land" and shall further inure to and be binding upon the respective parties hereto and their heirs, personal representatives, successors and assigns. This Agreement, and any termination of it, shall be recorded and made of record in the office of the County Clerk of Sheridan County, Wyoming.

Dated this 20 day of April, 2022.

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

Grimshaw Investments, LLC, a Wyoming limited liability company

By: [Signature]
Carrie Raymond
Owner and Authorized Agent

By: [Signature]
Stephen L. Grimshaw
Owner and Authorized Agent

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing *Septic Use 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 [Signature]
Notary Public

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing *Septic Use 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 [Signature]
Notary Public

NO. 2022-777958 AGREEMENT - LEGAL

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX ABSTRACT & TITLE GUARANTY A 307 W BURKITT ST
SHERIDAN WY 82801-4109