

LICENSE AGREEMENT

AGREEMENT MADE this day by and between DONALD J. McGOODWIN AND LINNET L. McGOODWIN, 50 DEE DRIVE, SHERIDAN, WYOMING 82801, being the legal owner(s) (hereinafter referred to as "Licensors"), of LOTS 3 AND 4, TERRA VISTA SUBDIVISION, SHERIDAN COUNTY, WYOMING,

a Subdivision in Sheridan County, Wyoming, as recorded January 11, 1975, in Book 1 of Plats, Page 128, (hereinafter referred to as "Subdivision"), and the Sheridan Area Water Supply Joint Powers Board, a joint powers board existing by and pursuant to the laws of the State of Wyoming, a body politic and body corporate, of Sheridan County, Wyoming (hereinafter referred to as "Licensee"):

WHEREAS:

1.

All of the lot owners of said Subdivision have an easement appurtenant for the use of Dee Drive, as platted and dedicated by that certain plat of said Subdivision.

2.

In order for Licensee to deliver potable domestic water to those requesting service, Licensee must install, construct, maintain, repair and replace a water pipeline and appurtenant facilities within, along, and under Dee Drive.

WHEREFORE, PREMISES CONSIDERED, Licensor grants to Licensee the right, permission and authority to construct, install, maintain, repair and replace a water pipeline and necessary facilities above or below ground surface within, along, on or below Dee Drive.

Further, Licensee agrees that:

1. Installation, construction, maintenance, repair and replacement of the water pipeline and appurtenant facilities will be accomplished in a manner that will reasonably cause the least interference with use of Dee Drive by others entitled to use of said Dee Drive.

2. All disturbance of Dee Drive and its surface will be reclaimed and restored to the condition prior to disturbance at the sole cost of Licensee.

3. The water pipelines and necessary facilities shall be placed within Dee Drive.

4. Licensee is responsible for coordinating the placement of its water pipeline and appurtenant facilities with other utilities within Dee Drive as appropriate.

5. All buried water pipelines shall be minimum depth of six feet to the top of the line unless otherwise stated. All fire hydrants, flushing hydrants, air and vacuum valves, pressure-reducing valves, gate valves, booster stations, manholes, meter pits, curb stops, vent pipes, enclosures and other appurtenances, extending to the ground surface, shall be located as close as possible to the edge of the road and street right-of-way lines where practicable. Wherever located, they shall be designed for traffic, drainage or other conditions as applicable. All disturbed surfaces shall be restored as nearly as possible to their original condition.

6. If undue settlement of trenches occurs within one (1) year, Licensee shall establish by regrading or other methods all trenches to a uniform and acceptable condition.

20

This License Agreement shall be binding upon the heirs,
assigns, representatives, trustees and successors-in-interest to
the parties hereto.

Dated this 1st day of July, 1993.

D J McGowan
Licensor

Donna McGowan
Licensor

Licensee:
Sheridan Area Water Supply
Joint Powers Board

By: Kenneth D. Hansen
Chairman

Attest:

Paul D. Balke
Secretary

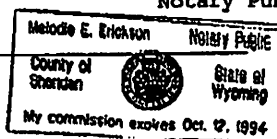
STATE OF WYOMING)
: ss.
County of Sheridan)

Subscribed and sworn to before me this 1st day of July,
1993, by DONALD J. AND LINNET L. MCGOWAN, the Licensor hereinabove
named.

Witness my hand and official seal.

Melodie E. Erickson
Notary Public

My Commission Expires: _____



STATE OF WYOMING)
) ss.
County of Sheridan)

Subscribed and sworn to before me this _____ day of _____,
1993, by _____, the Licensor hereinabove
named.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 11th
day of January, 1993, by the Chairman of the Sheridan Area
Water Supply Joint Powers Board on behalf of said corporation.

Witness my hand and official seal.

Melodie E. Erickson
Notary Public

My Commission Expires: _____

