

LICENSE AGREEMENT

THIS AGREEMENT entered into this day by and between **THREE LEFT HANDERS, LLC, a Wyoming limited liability company**, of 237 North Main Street, Sheridan, Wyoming, 82801 hereinafter referred to as "TLH", and **SYSTEM LAND, LLC, a Wyoming limited liability company**, of 13 Cemetery Road, Sheridan, Wyoming 82801, hereinafter referred to as "System".

RECITALS

WHEREAS, TLH is in the process of obtaining subdivision and other permits for the construction and development of the Osprey Hill Subdivision and is required by the City of Sheridan to provide an emergency access road to be constructed prior to the City issuing a building permit for the 31st lot of the Osprey Hill Subdivision; and

WHEREAS, System is willing to grant a license for the construction of emergency access to TLH subject to the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the premises and the mutual agreements hereinafter set forth it is agreed by and between the parties as follows:

AGREEMENT

1. System hereby grants unto TLH a license to construct an emergency access road with an unobstructed width of not more than twenty feet (20') and with an unobstructed vertical clearance of not less than thirteen foot six inches (13'6"), all according to specifications required by the City of Sheridan. Said emergency access license shall connect from the Osprey Hill Subdivision and extend to System's property along a line more particularly described as follows:

The following described 20-foot access easement is located in the E½ of Section 29, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, and more particularly described as follows:

Beginning at a point which is located N86°35'57"W, 64.64 feet from the South 1/16 corner between Section 28 and Section 29;

Thence along the center of said easement N04°12'46"E, 29.87 feet to the PC of a curve Left with a radius of 25.00 feet, an arc length of 24.33 feet, a chord of N23°39'59"W, 23.38 feet to the PT of said curve;

Thence N51°32'43"W, 712.95 feet to a point;

Thence N60°57'22"W, 314.86 feet to a point;

Thence N69°59'11"W, 360.78 feet to a point, said point being located at the intersection of said 20-foot access easement of an existing gravel road, said point also being located N58°05'30"W, 1,465.76 feet from the S 1/16 corner between Section 28 and 29.

AND, subject to obtaining written approval by the City of Sheridan as provided in paragraph 2, including the right to use the same road as described in the existing Right-Of-Way Agreement to the City of Sheridan from the City Water Tanks to Fifth Street which is more particularly described in that certain Right-of-Way Agreement dated December 23, 1964 and recorded December 30, 1964, in Book 148, at Page 138 and attached as Exhibit A (hereafter "the City's Right of Way.")

2. It is a condition precedent to the effectiveness of this Agreement that TLH obtain and record in the office of the County Clerk of Sheridan County an agreement that System and its assignees and licensees may use the road described in the Right of Way Agreement described in paragraph 1. The right to utilize the same road described in the City's Right of Way is nonexclusive and subject to all the rights and obligations of the City's Right of Way. System makes no warranties of title or otherwise in entering into this agreement.

3 Unless otherwise terminated or relocated as provided in Paragraph 7, the term of this license shall be for as long as the City of Sheridan requires the emergency access.

4. The sole purpose for this license is to provide emergency access to and from the Osprey Hill Subdivision only for governmental vehicles such as police and fire and the access may not be used by TLH for any other purpose.

5. The road shall be built to the specifications and details contained in Appendix D of the International Fire Code entitled "Fire Apparatus Access Roads" (hereafter "Appendix D") attached hereto as Exhibit B. All improvements to the road shall be made at the sole expense of the licensee and in such a manner as to avoid any interference with the irrigation runoff and drainage from surrounding lands.

6. Control of the road will be established with the use of locked gates and signage, installed and maintained at the licensee's sole expense, in accordance with the specifications of Appendix D. All improvements to the emergency access road shall be commenced and completed within 30 days of the application for the building permit for the 31st lot.

7. This License Agreement is subject to termination and/or relocation as follows:

- a. If for any reason the anticipated Phase One of the Osprey Hill Project does not obtain Final Plat Approval by the Sheridan City Council by December 31, 2005, the license for the emergency access granted herein shall terminate.

- b. System reserves the right to require TLH to relocate the emergency access road one time at TLH's expense (including surveying and construction costs), to a location more favorable to the development of System's adjoining lands. At any time thereafter System can relocate the emergency access road at its expense.
- c. In the event any other road built to the specifications of Appendix D is constructed at a location which could feasibly provide emergency access to Osprey Hill Project as required by the City of Sheridan, this License Agreement shall terminate.
- d. In the event of relocation or termination both parties shall execute and record a document in the Office of the County Clerk reflecting the termination or relocation.

8. No equipment storage buildings, or other unsightly buildings shall be constructed near the boundary between Osprey Hill and the Cloud Peak, Second Annexation. TLH will obtain the consent and approval for the location of any equipment storage buildings from System, in locating such improvements in Phases Two through Four of the Osprey Hill Subdivision, which consent shall not be unreasonably withheld. Only residential structures conforming to the Osprey Hill Subdivision Design Standards and Covenants and to the R-1 requirements of the City of Sheridan will be allowed in the view shed of System Land property. No junked or inactive vehicles or equipment or construction materials shall be permitted within the view shed of the System Land property; provided, however, that equipment or materials involved in active construction will be permitted.

9. It is understood that System shall have no liability or responsibility for the design, construction, maintenance or operation of the emergency access road. TLH, at its sole costs and expense, hereby assumes full responsibility for such design, construction, maintenance and operation for such emergency access.

10. TLH further agrees to indemnify, defend and hold harmless System, its managers, agents, and employees from any and all claims or causes of action for accidents or injury to persons or property, and claims or causes of action of any kind or character that may arise from such design, construction, use, maintenance, placement or operation of the emergency access. TLH shall obtain a general liability insurance policy in the amount of \$1 million insuring itself and System against liabilities for claims arising out of the use of the road. The policy shall provide that it will not be cancelled or modified on less than ten (10) days prior written notice to System. TLH will guarantee that the insurance policy remains in effect during the term of this Agreement, and the members of the LLC, Tom Barker, Gene Kilpatrick and Paul Del Rossi, will personally guarantee that the insurance coverage is continuously in full force and effect during the term of this Agreement.

11. In the event either party breaches this Agreement, the other party shall give the breaching party thirty (30) days notice of breach and if the parties are unable to resolve the matter within sixty (60) days after the date of the notice, the parties will submit to mediation to resolve the matter.

12. This Agreement may be assigned to the Osprey Hill Subdivision Homeowners' Association or another assignee acceptable to System Land; provided, however, that TLH shall remain liable to perform all the obligations of this agreement in the event of nonperformance of any term by the Osprey Hill Subdivision Homeowners Association or other assignee.

IN WITNESS WHEREOF, the parties set their hands to this contract this 17 day of January, 2005.

SYSTEM LAND, LLC, a Wyoming limited liability company

By: _____

Donald B. Roberts, Manager

THREE LEFT HANDERS, LLC, a Wyoming limited liability company

By: _____

Gene Kilpatrick, President

**PERSONAL GUARANTIES OF MEMBERS
OF THREE LEFT HANDERS, LLC AS TO
MAINTENANCE OF LIABILITY INSURANCE
AS PROVIDED IN PARAGRAPH 10**

Gene Kilpatrick

Tom Barker

Paul Del Rossi

STATE OF WYOMING)
) ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me this 17th day of JANUARY, 2005, by **Donald B. Roberts, Manager of System Land, LLC.**

WITNESS my hand and official seal.



Kerry A. Murphy
 Notary Public
 My Commission Expires: January 28, 2006

STATE OF WYOMING)
) ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me this 13th day of January, 2005, by **Gene Kilpatrick, President and Member of Three Left Handers, LLC.**

WITNESS my hand and official seal.



Kerry A. Murphy
 Notary Public
 My Commission Expires: January 28, 2006

STATE OF WYOMING)
) ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me this 13th day of January, 2005, by **Tom Barker, Member of Three Left Handers, LLC.**

WITNESS my hand and official seal.



Kerry A. Murphy
 Notary Public
 My Commission Expires: January 28, 2006

STATE OF)
County of) ss.

The foregoing instrument was acknowledged before me this 13th day of JANUARY, 2005, by **Paul Del Rossi, Member of Three Left Handers, LLC.**

WITNESS my hand and official seal.



My Commission Expires: January 28, 2006

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RECORDED DECEMBER 30, 1964 BK 148 PG 138 NO. 499228 J. R. HUME, COUNTY CLERK
RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good, valuable and legal consideration in hand paid, the receipt of which is hereby acknowledged, Donald H. Roberts and Ermal M. Roberts, husband and wife, hereinafter referred to as Grantors do hereby grant unto the City of Sheridan, a municipal corporation of Sheridan County, Wyoming, the Grantee, the right to construct and maintain and drive over a roadway described as follows, to-wit:

A roadway to be constructed in accordance with the design set forth by Black and Veach, Consulting Engineers, Access Road Plan and Profile, sets 25 and 26, Sheridan, Wyoming, Water Works Improvements (1964) over and along the following described center line;

Beginning at a point on the east line of Section 19, T. 56 N., R. 84 W., from which Military Reservation Marker number 41, which represents the Southeast corner at said Section 19 bears South, 111.8 feet; thence S. 85° 10' W., 1063.99 feet to the point of curvature of a curve to the left having a radius of 250 feet; thence along said curve for a distance of 406.14 feet to a point; thence S. 7° 55' E., 149.84 feet to the point of curvature of a curve to the left having a radius of 550.0 feet; thence along said curve for a distance of 424.93 feet to a point; thence S. 52° 11' E., 1291.85 feet to the point of curvature of a curve to the right having a radius of 500.0 feet; thence along said curve for a distance of 144.14 feet to a point; thence S. 35° 40' E., 364.51 feet to the point of curvature of a curve to the left having a radius of 400.0 feet; thence along said curve 146.12 feet to a point; thence S. 56° 36' E., 122.24 feet to the point of curvature of a curve to the left having a radius of 200.0 feet; thence along said curve for a distance of 139.69 feet to a point; thence N. 83° 23' E., 103.45 feet to a point on the west line at the City water Treatment Plant Tract from which the Southwest corner thereof bears S. 0° 32' E., 14.08 feet.

TO HAVE AND TO HOLD such right-of-way upon the following provisions and conditions:

1. That the road shall be constructed and maintained at the sole expense of the Grantee, who shall install and maintain and replace when necessary culverts for the maintenance of the irrigation system of the fields over and above which said road runs.

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2. That the Grantee shall install and forever maintain proper drainage facilities to prevent the accumulation of water from irrigation and runoff along the road and the barrow pit to prohibit the accumulation of water which will damage fields and other property of the Grantors, and for continued proper control of runoff water to prevent erosion on any lands owned and controlled by the Grantor, including the right-of-way.

3. That the road shall be for the sole purpose of controlling, maintaining and operating the City water treatment plant and shall not be available for use or travel by any parties other than employees or agents of the City of Sheridan, Wyoming, for the above purposes.

4. That the City shall provide and keep gates and locks on the Grantors' property with keys to be furnished and available to both the Grantors or their successors in interest and the City.

EXECUTED this 23rd day of December, 1964.

THE CITY OF SHERIDAN, WYOMING,
a municipal corporation

By: W. Harker

Mayor



Donald Roberts
Ernest M. Roberts
Grantors

STATE OF WYOMING)

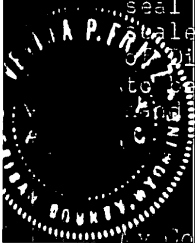
COUNTY OF SHERIDAN)

SS

On this 23rd day of December, 1964, before me appeared Walt Harker to me personally known, who, being by me duly sworn did say that he is the Mayor of Sheridan, Wyoming, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Walt Harker acknowledged said instrument to be the free act and deed of said corporation. Given under my hand and notarial seal this 23rd day of December, 1964.

Veranda P. Frost
Notary Public

Commission expires: October 1, 1965



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STATE OF WYOMING)
) SS
 COUNTY OF SHERIDAN)

On this 14th day of December, 1964, before me personally appeared Donald H. Roberts and Ermal M. Roberts, husband and wife, and acknowledged to me that they executed the above and foregoing Right-of-Way Agreement as their free act and deed and that they know and understand the contents thereof.

Edith Lisselman Rose
 Notary Public

My Commission expires: April 22, 1967.



EXHIBIT B

APPENDIX D

FIRE APPARATUS ACCESS ROADS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

SECTION D101 GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

SECTION D102 REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg).

SECTION D103 MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm). See Figure D103.1.

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as approved by the fire chief.

D103.3 Turning radius. The minimum turning radius shall be determined by the fire code official.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

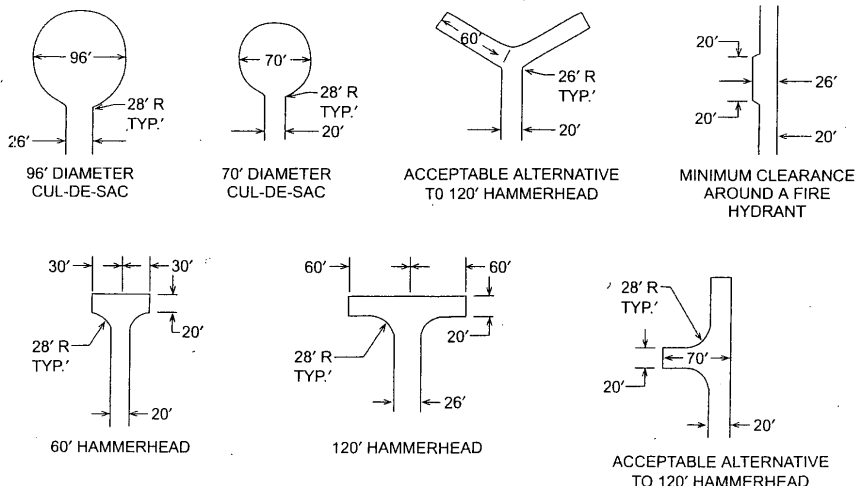
**TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE
APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be 20 feet (6096 mm).



For SI: 1 foot = 304.8 mm.

**FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND**

2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools.
7. Locking device specifications shall be submitted for approval by the fire code official.

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

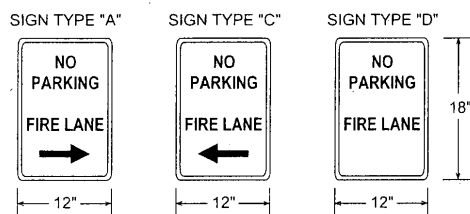


FIGURE D103.6
FIRE LANE SIGNS

D103.6.1 Roads 20 to 26 feet in width. Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.

D103.6.2 Roads more than 26 feet in width. Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.

SECTION D104 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least three means of fire apparatus access for each structure.

D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross building area of more than

62,000 square feet (5760 m²) shall be provided with two separate and approved fire apparatus access roads.

Exception: Projects having a gross building area of up to 124,000 square feet (11 520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.

D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

SECTION D105 AERIAL FIRE APPARATUS ACCESS ROADS

D105.1 Where required. Buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9144 mm) in height.

D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building.

SECTION D106 MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

Exception: Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the *International Fire Code*.

D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with

APPENDIX D

separate and approved fire apparatus access roads, and shall meet the requirements of Section D104.3.

Exceptions:

1. Where there are 30 or fewer dwelling units on a single public or private access way and all dwelling units are protected by approved residential sprinkler systems, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.