

LICENSE AGREEMENT

AGREEMENT MADE this day by and between FIRST INTERSTATE BANK OF COMMERCE, SUGARLAND OFFICE, C/O CATHY R. PURSIFULL, AS EQUITABLE OWNER, of P. O. BOX 893, SHERIDAN, WYOMING 82801, (hereinafter referred to as "Licensors"), 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.

Licensor(s) is/are the legal owner of real property in Sheridan County, Wyoming described as:

ALL THAT PART OF TRACT NUMBER 7 OF McNALLY SUBDIVISION LYING WEST OF A LINE AS DESCRIBED IN DEED RECORDED IN BOOK 357 OF DEEDS, PAGE 454

2.

Licensors have an easement appurtenant for the use of the roads as platted and dedicated within one or all of the following subdivisions of Sheridan County:

McNally Subdivision  
McNally 2nd Subdivision  
McNally 3rd Subdivision  
McNally 4th Subdivision

In order for Licensee to deliver potable domestic water to Licensor(s) and other persons and real property owners requesting service, Licensee must install, construct, maintain, repair and replace water pipelines and appurtenant facilities within, along, and under those roads platted, described and dedicated within the above-referenced subdivisions.

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

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## WHEREAS:

## 1.

Licensor(s) is/are the legal owner of real property in Sheridan County, Wyoming described as:

ALL THAT PART OF TRACT NUMBER 7 OF McNALLY SUBDIVISION LYING WEST OF A LINE AS DESCRIBED IN DEED RECORDED IN BOOK 357 OF DEEDS, PAGE 454

## 2.

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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 said roads by others entitled to their use.

2. All disturbance of said roads and their surfaces will be reclaimed and restored to the condition prior to disturbance at the sole cost to Licensee.

3. The water pipelines and necessary facilities shall be placed within said roads except at locations where appropriate easements are obtained from individual property owners by Licensee.

4. Licensee is responsible for coordinating the placement of its water pipeline and appurtenant facilities with other utilities within said roads 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, valves, manholes, meter pits, curb stops, enclosures and other appurtenances, extending to the ground surface, shall be located as close as possible to the edge of the road 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.

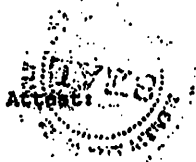
6. If undue settlement of trenches occurs within one (1) year, Licensee shall restore all trenches to a uniform and acceptable condition by regrading or other methods.

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

Dated this 3rd day of September, 1993.

Cathy R. Rasmussen  
Licensor

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Licensor



Licensees:  
Sheridan Area Water Supply  
Joint Powers Board

Paul D. Belcher  
Secretary

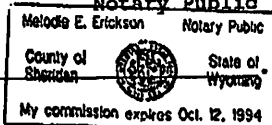
Kenneth D. Kerns  
Chairman

STATE OF WYOMING )  
                          : ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me by  
KENNETH D. KERNS  
this 11<sup>th</sup> day of January, 1994.

Witness my hand and official seal.

Melodie E. Erickson  
Notary Public



My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )  
                          : ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me by  
Cathy Pursifull  
this 5<sup>th</sup> day of September, 1993.

Witness my hand and official seal.



Linda S. Thompson  
Notary Public

My Commission Expires: July 4, 1996.