

LICENSE AGREEMENT

AGREEMENT MADE this day by and between, Jerry J. Noecker and Sheryl K. Noecker, of Sheridan, Wyoming, (hereinafter referred to as "Licensors"), being the legal owner(s) of part of Lot 9, Welton Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Plat Drawer W in the office of the County Clerk for Sheridan County, (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 the roads of said Subdivision, 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 Welton Lane, a road located within said Subdivision.

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 Welton Lane.

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 Welton Lane by others entitled to use of Welton Lane.

2. All disturbance of Welton Lane and its surface 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 Welton Lane.

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

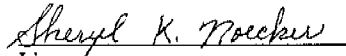
5. All buried water pipelines shall be minimum depth of six feet to the top of the line unless otherwise stated. All fire hydrants, flushing hydrants, valves, manholes, meter pits, curb stops, enclosures and other appurtenances, extending to the ground surface, shall be located as close as possible to 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 establish by regrading or other methods all trenches to a uniform and acceptable condition.

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


Dated this 8TH day of JUNE, 1993.



Licensors


Licensors

Licensee:
Sheridan Area Water Supply
Joint Powers Board




Secretary


Chairman

STATE OF WYOMING)

: ss.

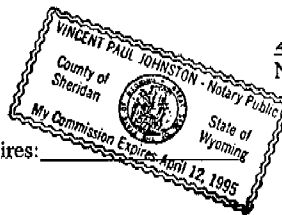
County of Sheridan)

The foregoing instrument was acknowledged before me by

JERRY S AND SHERYL K. NOECKER.

this 8TH day of JUNE, 1993.

Witness my hand and official seal.



Vincent Paul Johnston
Notary Public

My Commission Expires: _____

STATE OF WYOMING)

: ss.

County of Sheridan)

The foregoing instrument was acknowledged before me by

this ____ day of _____, 19____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____