

LICENSE AGREEMENT

AGREEMENT MADE this day by and between James W. Reynolds and Frances M. Reynolds, husband and wife, of Sheridan County, Wyoming, 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.

Licensors are the developers and subdividers of the Reynolds Subdivision, a subdivision of Sheridan County, and have by plat and dedication reserved the roads in the Reynolds Subdivision for private use.

2.

In order for Licensee to convey water to the City of Sheridan, it is necessary for Licensee to install, construct, maintain, repair and replace a water pipeline and appurtenant facilities within, along, and under those roads located within the above-referenced subdivision.

WHEREFORE, PREMISES CONSIDERED, and in consideration of Three Hundred Two and 00/100 Dollars (\$302.00) and other good and valuable consideration, Licensors grant 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 those roads located within the above-referenced subdivision.

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 the use of said roads by others entitled to their use.

2. All disturbed surfaces shall be reclaimed and restored to the condition prior to disturbance at the sole cost of Licensee.

3. Licensee is responsible for coordinating the placement of its water pipeline and appurtenant facilities with other utilities within said roads as appropriate.

4. All buried water pipelines shall be minimum depth of five feet to the top of the line unless otherwise stated. All valves, manholes, 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.

5. 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 15 day of June, 1994.

James W. Reynolds
Licensor - James W. Reynolds

Frances M. Reynolds
Licensor - Frances M. Reynolds



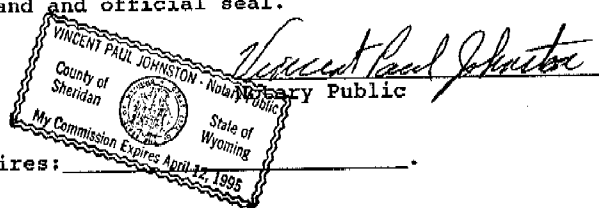
Paul D. Balch
Secretary

Licensee:
Sheridan Area Water Supply
Joint Powers Board
Kenneth D. Jones
Chairman

STATE OF WYOMING)
: ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
JAMES W. AND FRANCES M. REYNOLDS
this 15TH day of JUNE, 1994.

Witness my hand and official seal.



My Commission Expires: _____

STATE OF WYOMING)
: ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
KENNETH D. KERNS, CHAIRMAN
this 29th day of June, 19 .

Witness my hand and official seal.

Melodie E. Erickson
Notary Public

My Commission Expires: _____

