

RECORDED APRIL 21, 1994 BK 365 PG 419 NO 166242 RONALD L. DAILEY, COUNTY CLERK

LICENSE AGREEMENT

AGREEMENT MADE this day by and between LIONEL J. MCEWAN AND EUNICE M. MCEWAN, of ~~PO BOX 311~~ ³⁷ MAVERICK DRIVE, 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:

A TRACT OF LAND LOCATED IN PART OF TRACT NO. 1, McNALLY SUBDIVISION, MORE PARTICULARLY DESCRIBED IN DEED RECORDED IN BOOK 332 OF DEEDS, PAGE 622.

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

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 7 day of September, 1993.

Ernie M. McEwan
Licensor

Lionel J. McEwan
Licensor

Attest:

Licensee:
Sheridan Area Water Supply
Joint Powers Board

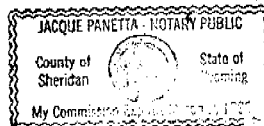
Bald D. Balch
Secretary

Kenneth D. Keens
Chairman

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
Eunice M. McEuen + James J. McEuen
this 7th day of Sept., 1993.

Witness my hand and official seal.



Jacquie Panetta
Notary Public

My Commission Expires: 3-9-96

STATE OF WYOMING)
 : ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by
KENNETH D. KEENS
this 11th day of January, 1994.

Witness my hand and official seal.

Melodie E. Erickson
Notary Public

My Commission Expires: _____

