

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 11 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
Gene Kilpatrick

Tom Barker
Tom Barker

Paul Del Rossi
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.



My Commission Expires: January 28, 2006

Kerry L. Murphy
 Notary Public

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.



My Commission Expires: January 28, 2006

Kerry L. Murphy
 Notary Public

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.



My Commission Expires: January 28, 2006

Kerry L. Murphy
 Notary Public

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.

Notary of
Wyoming



Notary of
Wyoming

Kerry Murphy
Notary Public

My Commission Expires:

January 28, 2006