

LICENSE AGREEMENT

AGREEMENT MADE this day by and between, Mark A. and Lacy D. Shirey, of Sheridan, Wyoming, (hereinafter referred to as "Licensors"), being the legal owners of Lot 30 of Meadowlark Meadows Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Plat Drawer M 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 Pheasant Lane, a road located within said Subdivision.

WHEREFORE, PREMISES CONSIDERED, 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 Pheasant 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 Pheasant Lane by others entitled to use of Pheasant Lane.

2. All disturbance of Pheasant 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 Pheasant Lane.

4. Licensee is responsible for coordinating the placement of its water pipeline and appurtenant facilities with other utilities within Pheasant 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 14 day of May, 1993.

Mark A. Shirey  
Licensor

Lacey D. Shirey  
Licensor

Licensee:  
Sheridan Area Water Supply  
Joint Powers Board

Paul D. Baker  
Secretary

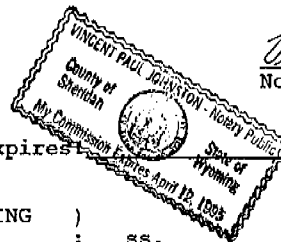
Kenneth A. Ken  
Chairman



STATE OF WYOMING )  
 : ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me by  
MARK A AND LACEY D SHIREY  
this 20<sup>th</sup> day of MAY, 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  
KENNETH D. KERNS  
this 13<sup>th</sup> day of JUNE, 1993.

Witness my hand and official seal.

Melodie E. Erickson  
Notary Public

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

