

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on the 17 day of March, 2003, by and between the **TOWN OF SARATOGA**, a Wyoming municipal corporation, situate in the County of Carbon, State of Wyoming, hereinafter called "Licensor", and **GARY W. FRANCIS and CHRISTINA L. FRANCIS**, husband and wife, of 311 West Elm Avenue, Saratoga, County of Carbon, State of Wyoming, hereinafter called "Licensee".

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

2. The premises may be occupied and used by Licensee, subject to all of the terms and conditions hereof, solely for a building and appurtenances constructed and presently situate on that real property as more specifically described in Exhibit "A" which protrudes into the public domain during the period beginning with the date of this agreement and continuing until this agreement is terminated as hereafter provided.

3. Any additional expense incurred in the construction of future public improvements within the public right-of-way necessitated by the encroachment licensed hereby shall be borne by Licensee paying the full amount thereof in case to the Licensor within thirty (30) days after demand or this License shall be thereafter null and void.

4. Licensee shall indemnify and hold Licensor harmless for any and all liability for personal injuries, property damage, for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this License, or any means of ingress thereto or egress therefrom, including, but not limited to, payment of Licensor's attorney's fees.

5. This License shall not be transferable to subsequent owners of the real property occupied by the balance of the premises licensed hereby.

6. Licensee agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this License or its occupancy or use hereunder.

7. The making, execution and delivery of this agreement by Licensee has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect

between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

8. The Town of Saratoga specifically preserves any and all immunity granted to it pursuant to the Wyoming Governmental Claim Act and current Wyoming law.

IN WITNESS WHEREOF, the parties have executed this agreement on the 17 day of March, 2003.

LICENSOR:

TOWN OF SARATOGA:

By: 

Mayor

Attest: 

Town Clerk

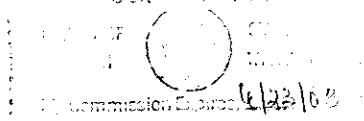
LICENSEE:


GARY W. FRANCIS


CHRISTINA L. FRANCIS

STATE OF WYOMING)
 ss.
COUNTY OF CARBON)

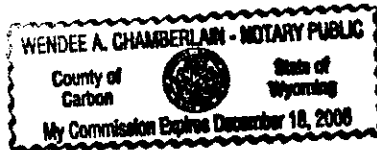
Before me on this 14th day of March, 2003, personally appeared **Hank Jewell**, known to me to be the Mayor of the Town of Saratoga, who executed the foregoing instrument and acknowledged that he executed the same with the authority of the governing body of the Town of Saratoga, as given at a regularly scheduled council meeting.



Wendy A. Chamberlain
Notary Public

My commission expires: 12/18/06

STATE OF WYOMING)
 :ss
COUNTY OF CARBON)



The foregoing instrument was acknowledged before me by **GARY W. FRANCIS** this 14th day of March, 2003.

Wendy A. Chamberlain
Notary Public

My commission expires: December 18, 2006

STATE OF WYOMING)
 :ss
COUNTY OF CARBON)



The foregoing instrument was acknowledged before me by **CHRISTINA L. FRANCIS** this 14th day of March, 2003.

Wendy A. Chamberlain
Notary Public

My commission expires: December 18, 2006

Attachment A

"A 2.6 ft. strip of land adjacent to Lot 6, Block 3 of the Glenroy Addition to the Town of Saratoga, Carbon County, Wyoming, more completely described as follows:

Beginning at the Northwest corner of said Lot 6;

Thence Southerly along the West line of said Lot 6, 120 ft. more or less to the Southwest corner of said Lot 6;

Thence Westerly at right angles to the last course, 2.6 ft. to a point;

Thence Northerly 120 ft., more or less, parallel with and 2.6 ft. West of the West line of Lot 6 to a point on the South line of Elm Street;

Thence Easterly, 2.6 ft. to the point of beginning, said strip containing 312 sq. ft., more or less."