

**UTILITY LICENSE**

Crook County, Wyoming, (hereinafter called the "County"), hereby grants a non-exclusive license to \_\_\_\_\_ whose mailing address is \_\_\_\_\_ (hereinafter called the "Licensee"), for the limited purpose of installing three lines in a sleeve bored under the roadway (hereinafter called "facilities") along or across County Road No. \_\_\_\_\_ known as the \_\_\_\_\_ County Road at milepost \_\_\_\_\_ located in the following described property, to wit:

(Re)Survey Township \_\_\_\_\_ North, Range \_\_\_\_\_ West, of the 6<sup>th</sup> P.M.  
Section \_\_\_\_\_ Quarter \_\_\_\_\_  
Section \_\_\_\_\_ Quarter \_\_\_\_\_  
Section \_\_\_\_\_ Quarter \_\_\_\_\_  
Section \_\_\_\_\_ Quarter \_\_\_\_\_

For and in consideration of \_\_\_\_\_ ( ) and the mutual promises set forth below, the parties hereby acknowledge and agree as follows:

1. **Construction:** Construction shall commence on approximately \_\_\_\_\_ and shall be completed on approximately \_\_\_\_\_.
2. **Construction Standards:** The facility shall be placed in a manner conforming to recognized standards, applicable federal, state or local laws, codes, ordinances, and regulations, and as specified in the Wyoming Department of Transportation Utility Accomodation Regulation, latest addition, in the location as shown on the attached "Exhibit "A". Grantee shall be responsible for maintaining and immediately repairing or replacing to original condition, at Grantee's sole cost and expense, any fence, road gravel, pavement, or culverts damaged by Grantee, its employees, agents or representatives which results directly or indirectly from its operations on Grantor's County Road. Grantee shall regrade and reseed all areas disturbed by construction and place barriers to prevent erosion of the topsoil in the construction area. Reseeding shall be accomplished during the first appropriate seeding season following regrading.
3. **Locate:** The Licensee shall identify and locate the facility as specified by Wyoming Statutes 37-12-301 et seq. when requested by the County, at Licensee's expense
4. **Alterations:** Any future alterations, modifications, or removals of the facility within the right-of-way, requested by the County, shall be completed by Licensee without delay and without expense to the County.
5. **License:** This license is issued pursuant to W.S. 1-26-813 and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the County. This permission is limited by the type of controlling interest held by the County. Responsibility to satisfy any other fee (interest) rests with the Licensee. The Licensee claims no property rights in and to the public road being used for its facilities. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.

6. Modification and Repair: Minor repairs, minor additions to existing equipment, and routine maintenance are permissible without additional licensing. The Licensee shall receive prior approval from the County if a road is to be trenched, bored, or closed, except in emergencies where notification is not feasible.
7. Description: Attached to this license is a plan sheet(s) labeled "Exhibit "A," which clearly shows the facility type, alignment, grade, vertical and horizontal clearances, roadway location as well as the dimensions from the proposed facility to the centerline of the roadway, fenceline, and other features if applicable.
8. Traffic Control: The Licensee shall use the standards of traffic control as defined in the "Manual on Uniform Traffic Control Devices," including supplements. These standards shall apply to the installation, maintenance, repair, replacement, and/or monitoring of the Licensee's facilities.
9. Liability: The Licensee agrees to forever indemnify the County and hold the County harmless from all liability for damages to property or injury to or death of persons, including all costs and expenses related thereto (including attorney fees) arising wholly or in part or in connection with the existence, construction, alteration, repair, renewal, use, or removal of the facility by the Licensee or his agents for those facilities which may arise from this agreement. The County shall not be liable for any damage its employees, agents, or contractors may cause to the Licensee, its agents, employees, assigns, contractors, and facilities.
10. Term of License: This agreement shall remain in full force and effect until the County revokes the license with or without notice for any reason whatsoever. The Licensee agrees that it shall not materially interfere with the County's utilization of the County Road.
11. Assignment of Agreement: This agreement may be assigned in whole or in part with the written consent of the County, which may be denied for any reason.
12. Recording of Document: Prior to the construction of the facility pursuant to this agreement, the Licensee shall record this License Agreement in the real property records of the Crook County Clerk at the Licensee's expense.
13. Government Immunity: The County and Licensee reserves any and all governmental immunity it may have pursuant to state and federal laws and regulations.

\_\_\_\_\_  
Licensee (Utility Company)

Approved by Road & Bridge Department: YES NO  
(circle one)

CROOK COUNTY

By: \_\_\_\_\_  
(name) (title)

By \_\_\_\_\_, Chairman

Mailing address:  
\_\_\_\_\_  
\_\_\_\_\_

P. O. Box 37  
Sundance, Wyoming 82729  
Telephone: (307) 283-1323  
FAX: (307) 283-3038

Phone: ( ) \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_

STATE OF WYOMING )  
: ss.  
COUNTY OF CROOK )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
as Chairman of and on behalf of the Board of County Commissioners in and for Crook County, Wyoming  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ on behalf  
of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: