

**PRIVATE WATER LINE LICENSE  
UPON COUNTY ROAD NO. \_\_\_\_  
Known as the \_\_\_\_\_ County Road**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Crook County hereinafter referred to as "Grantor" and \_\_\_\_\_, of \_\_\_\_ County, State of Wyoming, hereinafter referred to as "Grantee".

**THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Grant of License. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for a water pipeline and all necessary appurtenances and structures necessary or incident to the water pipeline to be constructed under the terms hereof, at the time and in the manner hereinafter set forth, Grantor does hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain, inspect, operate, protect, repair, remove and replace underground water pipeline and appurtenances necessary or incident to the operation and protection thereof, for the transportation of water, on, across, and through the following described route, which Grantor has declared to be County Road No. \_\_\_\_, known as the \_\_\_\_\_ County Road, situated in the following described property within Crook County, Wyoming, to-wit:

**Township North, Range West of the 6th P.M.**

Grantor hereby agrees that the Grantee will have the right of ingress and egress to and from said license route for the purposes aforesaid. Such right of ingress and egress shall be limited by Grantee's agreement to give Grantor prior notice of entry.

**IT IS FURTHER AGREED AS FOLLOWS:**

2. Grantee's Property. Grantor hereby agrees that the pipeline, improvements, installations, lines, cables and other installations shall remain the property of the Grantee, removable at Grantee's option.

3. Grantor's Property. Grantor reserves all rights and title not expressly herein granted.

4. Repair. 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.

5. Term of License. This agreement shall remain in full force and effect until the Grantor revokes the license by recording written revocation with or without notice. Grantee agrees that it shall not materially interfere with Grantor's utilization of the County Road. This agreement may terminate upon written revocation recorded by either party.

6. Assignment of Agreement. This agreement may be assigned in whole or in part.

7. Binding Effect of Agreement. The terms, conditions and provisions of this agreement and the covenants contained within this license shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. Recording of Document. Prior to the installation of all improvements, fixtures, materials or any other structures required in the utilization of the rights granted pursuant to this agreement, Grantee shall record this License Agreement in the real property records of the county where the Property is located.

9. Other Documents. Grantor agrees to execute any and all necessary documents which are reasonably requested by the Grantee to assure that the Grantee may properly utilize the rights granted pursuant to this agreement.

10. Locators. The parties agree that Grantee shall not use this license for any other purpose nor erect anything over or around the county road itself. The Grantee shall indicate on the ground in some manner where the waterline exists.

11. Waterline, Depth and Sleeve. The waterline shall be \_\_\_\_\_ feet deep and shall run perpendicular to the roadway when crossing the roadway and as far away from the traveled portion of the roadway as possible at all other times. If the waterline crosses the road it shall be sleeved with steel pipe so the line can be replaced or repaired without digging up the road. **The Grantor has the option of requiring the road be bored or trenched at each crossing.**

12. Liability. The Grantee shall be liable for any damages incurred by the Grantor including attorneys' fees and other costs to defend Grantor from or to enforce any action which arises from this agreement.

13. Execution. This agreement may be executed in counterparts.

THIS AGREEMENT has been executed as of the last date signed below.

Approved by Road & Bridge Department: YES NO

**GRANTOR:**

The Board of County Commissioners  
in and for Crook County, Wyoming

By \_\_\_\_\_

, Chairman

(name)

(title)

309 Cleveland Street

P. O. Box 37

Sundance, Wyoming 82729

Telephone: (307) 283-1323

FAX: (307) 283-3038

STATE OF WYOMING )

: ss.

COUNTY OF CROOK )

**GRANTEE(S):**

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Mailing Address: \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

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 \_\_\_\_\_, 20 \_\_\_\_.  
WITNESS my hand and official seal.

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

My Commission Expires:

STATE OF WYOMING )

: ss.

COUNTY OF )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ on behalf of  
\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
WITNESS my hand and official seal.

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

My Commission Expires: