

**UTILITY LICENSE
UPON COUNTY ROAD**

For and in consideration of Crook County, WY granting this License and the mutual promises set forth below Crook County, Wyoming, (hereinafter called the "County"), hereby grants a non-exclusive license to _____ whose mailing address is set forth below (hereinafter called the "Licensee"), for the limited purpose of installing

(hereinafter called "facilities") along or across County Road No. ____ known as the _____

County Road located near milepost _____ as set forth on attached "**Exhibit A**" on the following described property, to wit:

(Re)Survey Township _____ North, Range _____ West, of the 6th P.M.
Section _____ Quarter Quarter _____
Section _____ Quarter Quarter _____
Section _____ Quarter Quarter _____

The parties hereby acknowledge and agree as follows:

1. Construction: Construction shall commence on approximately _____ and shall be completed on or before _____.
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"**. Licensee shall be responsible for maintaining and immediately repairing or replacing to original condition, at Licensee's sole cost and expense, any fence, road gravel, pavement, or culverts damaged by Licensee, its employees, agents or representatives which results directly or indirectly from its operations on Crook County's Road. Licensee 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 indicate on the ground in some manner where the facility exists; and 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. The Licensee shall not use this license for any other purpose nor erect anything over or around the county road itself.

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. Licensee shall be responsible for maintaining and immediately repairing or replacing to original condition, at Licensee's sole cost and expense any fence, road, gravel, pavement, or culverts damaged by Licensee, its employees, contractors, agents or representatives which results directly or indirectly from its operations within the County Road right of way. Licensee 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. Licensee shall recompact all areas disturbed by construction so that no settling occurs and shall be responsible for curing any future settling.
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. 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.
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.

14. Depth and Sleeve. Any waterline or sewer line shall be at least 6 feet deep from the bottom of the road ditch 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 or sewer line crosses the County Road it shall be sleeved with steel pipe so the line can be replaced or repaired without digging up the road. The County Road and any approach shall be bored unless the Crook County Road & Bridge Superintendent gives written permission to trench the County Road or Crossing. All other lines shall be underground at a depth required by the construction standards set forth above in paragraph 2 above.

LICENSEE

By(Signature): _____

(Print name) _____ (title)

Mailing address:

Phone: () _____

FAX: () _____

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:

INSTRUCTIONS TO LICENSEE: Prepare this License and attach your Exhibit A detailing the facility. Submit it to the Road & Bridge Supervisor for review. Do not start construction until approved and signed by the Board of County Commissioners.

Reviewed by Crook County Road & Bridge Department:

BY: _____ Date _____
Contact Information
Crook County Road & Bridge Department
P.O. Box 995
Sundance, Wyoming 82729
(307) 283-1441
(307) 283-2323 FAX

CROOK COUNTY

By _____,
Chairman

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 as authorized at Book ___ of Commissioners Proceedings at Page ___ this ___
day of _____, _____.

WITNESS my hand and official seal. _____
Notary Public

My Commission Expires:

Instructions: Once all parties have signed before a notary and the Board has approved the License record the document and send a copy to the Road and Bridge Department and Licensee.