

**LARGE COMMERCIAL  
PIPELINE PERMIT  
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 "Permittee"), for the limited purpose of installing \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "pipeline") 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 6<sup>th</sup> P.M.  
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"**. Permittee shall be responsible for maintaining and immediately repairing or replacing to original condition, at Permittee's sole cost and expense, any fence, road gravel, pavement, or culverts damaged by Permittee, its employees, agents or representatives which results directly or indirectly from its operations on Crook County's Road. Permittee shall regrade and reseed all areas disturbed by construction and place barriers to prevent erosion of the topsoil in the construction area as defined in the Storm Water Polution Prevention Plan through the Wyoming Department of Environmental Quality. Reseeding shall be accomplished during the first appropriate seeding season following regrading, and seed mix shall be consistent with the native plants in the immediate area. The Permittee shall be responsible for any and all noxious weed control for a period of 2 years from time of disturbance.
3. Locate: The Permittee shall indicate on the ground in some manner where the pipeline exists; and identify and locate the facility as specified by Wyoming Statutes 37-12-301 et seq. when requested by the County, at Permittee's expense.

4. Alterations: Any future alterations, modifications, or removals of the pipeline within the right-of-way, requested by the County, shall be completed by Permittee 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 Permittee 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 Permittee. The Permittee claims no property rights in and to the public road being used for its pipeline. This license does not allow for installation of additional pipelines, nor does this license set aside a strip of land of specific width for the exclusive use by the Permittee. The Permittee 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 permitting. The Permittee 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. Permittee shall be responsible for maintaining and immediately repairing or replacing to original condition, at Permittee's sole cost and expense any fence, road, gravel, pavement, or culverts damaged by Permittee, its employees, contractors, agents or representatives that results directly or indirectly from its operations within the County Road right of way. Permittee 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. Permittee 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 Permit 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 Permittee 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 Permittee's facilities.
9. Liability: The Permittee 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 pipeline by the Permittee 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 Permittee, its agents, employees, assigns, contractors, and facilities.
10. Term of License: This Permit shall remain in full force and effect until the County revokes the Permit with or without notice for any reason whatsoever. The Permittee agrees that it shall not materially interfere with the County's utilization of the County Road.
11. Assignment of Permit: This Permit 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 Permit and the covenants contained within this permit 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 pipeline pursuant to this Permit, the Permittee shall record this Permit in the real property records of the Crook County Clerk at the Permittee's expense.
13. **Government Immunity:** The County and Permittee reserves any and all governmental immunity it may have pursuant to state and federal laws and regulations.
14. **Depth and Sleeve.** Any pipeline line shall be at least ten (10) feet deep from the bottom of the road ditch (unless state highway regulations require a deeper depth then that shall be used) that 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 pipeline crosses the County Road it shall be sleeved with steel pipe so, the line can be replaced or repaired without digging up the road (unless the County strikes this provision). The County Road and any approach shall be bored unless the Crook County Road & Bridge Superintendant gives prior written permission to trench the County Road or to bore and use a thicker walled pipe as required by state highway regulations.
15. **Impact to County Roads :** It is foreseen that a large volume of vehicles and heavy equipment will impact the County Roads, in such ways as increased maintainence, fugitive dust, and physical damage to the road. The approval of this Permit is contingent on the execution of a seperate more detailed Road Use and Maintenance Agreement between Crook County and the Permittee that will cover any special considerations not outlined in the Permit, including bonding against potential damages to County Roads during construction.
16. **Other Requirements:** The Permittee shall be required to notify the Crook County Homeland Security at 307-283-1225 in the same manner and time frames as any other state or federal regulatory agency concerning this pipeline.

**PERMITTEE**

By(Signature): \_\_\_\_\_

( Print name) \_\_\_\_\_ (title)

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

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

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

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

The foregoing instrument was acknowledged before me on \_\_\_\_\_

By \_\_\_\_\_  
on behalf of \_\_\_\_\_

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**INSTRUCTIONS TO PERMITTEE:** Prepare this Permit 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 Permit record the document and send a copy to the Road and Bridge Department and Permittee.