

**LICENSE FOR USE OF  
COUNTY ROAD OR PROPERTY**

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 a waterline, sewerline, telephone line, pipeline, overhead or underground powerline, fiberoptics or other communication line, towers or anything else in a county road rightof way or upon county property (**hereinafter called "facilities"**) described as follows: \_\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_  
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:**
  - a. The Licensee shall install and construct the facility 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"**.
  - b. The 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, contractors or representatives which results directly or indirectly from its operations on Crook County's Road right-of-way and property.
  - c. 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 **control noxious weeds for three (3) growing seasons** at their expense.
3. **Locate:** The Licensee shall install trace wires to locate any underground facility and indicate on the ground with a visible marker on the right of way line where the underground facility enters

and leaves the county right-of-way or property; 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 or on County property, 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 and property owned 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 or County property 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 except overhead powerlines that are at least 24 feet from the top of the road surface.

6. Modification and Repair:

a. Minor repairs, minor additions to existing facilities, 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.

b. 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, culverts or other County property damaged by Licensee, its employees, contractors, agents or representatives which results directly or indirectly from its operations within the County Road right of way.

c. 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. Licensee shall control noxious weeds for three (3) growing seasons at their expense.

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 or upon County property, 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 License. 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 or County property.

11. Assignment of Agreement: This license 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 license 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 six (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 Superintendant gives written permission to trench the County Road or Crossing and the County Facilities Manger gives written permission to do the same to County property. All other facilities shall be underground at a depth required by the construction standards set forth above in paragraph 2.

**LICENSEE**

By(Signature and Title): \_\_\_\_\_

Mailing address:

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

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

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

by \_\_\_\_\_ on behalf of \_\_\_\_\_  
[Print Name] [Print name of company]

WITNESS my hand and official seal.

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

