

UTILITY LICENSE UPON COUNTY ROAD

For and in Consideration of Weston County, WY (hereinafter "County"), granting this License and the mutual promises set forth below, County hereby grants a non-exclusive license to _____ (hereinafter "Licensee"), whose mailing address is set forth below, 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 facilities 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 Accommodation Regulation, latest addition, in the location as shown on the attached "Exhibit A". Utilities will be bored under cattleguards, culverts and any other structures associated with the county road. If this is not possible the County Road Supervisor or his/her agents will be notified prior to work being performed. Utilities will be placed a minimum of 3 feet below the lowest point of the road ditch where possible. 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, cattleguards or culverts damaged by Licensee, its employees, agents or representatives which results directly or indirectly from its operations on Weston County's Roads. 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 facilities exist; and identify and locate the facilities as specified by W.S. § 37-12-301 *et seq.* When requested by the County, at Licensee's expense.
4. **Alterations:** Any future alterations, modifications, or removals of the facilities within the right-of-way, requested by the County shall be completed by Licensee without delay and without expense to the County. Examples of this could include, but are not limited to, road reconstruction or realignment, culvert or cattleguard placement/replacement or drainage repair.
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. Responsibility to satisfy This Utility License Agreement 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, cattleguards 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 for each facility the facility's type, alignment, grade, vertical and horizontal clearances, roadway location as well as the dimensions from the proposed facilities to the centerline of the roadway, fence line, and other features if applicable. No deviations from the plan sheet will be allowed once construction starts unless requested by Weston County.
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 in connection with the existence, construction, alteration, repair, renewal, use, or removal of the facilities 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,

Chairman, Weston County Commissioners