Lincoln County, Wyoming
County Road Right-of-Way License

License Number ______________

LICENSEE INFORMATION:

Company Name ___________________________ Primary Contact ___________________________

Company Mailing Address ___________________________ Primary Contact Phone Number ___________________________

______________________________ Emergency 24 Hour Phone Number ___________________________

Company Telephone/Email ___________________________

LOCATION INFORMATION:

Section: ___________________________ Township: ___________________________ Range: ___________________________

County Road(s): ___________________________

Approximate Location: ___________________________

for the installation of ___________________________

(hereinafter referred to as the “FACILITIES”), consistent with Section 1-26-813, Wyoming Statutes, 1999, as amended.

Start Date: ___________________________ Completion Date: ___________________________

Licensee SHALL contact the County Engineer or Road & Bridge 48 hours prior to construction.

The alignment and grade, dimensions, clearance, land ties, and other relevant information denoting specifics for the installation of the FACILITIES, are shown on the plan sheet dated ___________________________ and marked Exhibit “A”, attached hereto and by this reference made a part hereof and furthermore, if buried, will be at a minimum depth of thirty six inches (36”) below the ditch flow lines or sixty inches (60”) below the crown point of the road, whichever is deeper. For paved roads, the buried facilities shall be bored. For gravel or dirt roads, the buried line may be trenches, unless otherwise approved in writing by the County.

Mail License To:

County Engineer
925 Sage Ave, Suite 201
Kemmerer, WY 83101

County Use:
Additional Comments:

______________________________________________ Date __________________________
Signature of County Engineer

______________________________________________ Date __________________________
Signature of Road & Bridge Supervisor
This license is granted subject to the following conditions:

1. That the LICENSEE will require its employees, agents, contractors, and subcontractors to install all FACILITIES in a manner to conform with recognized standards, Federal, State and local laws, codes, and ordinances, including Wyoming Public works standards, as applicable, and as directed by the COUNTY.

2. That the LICENSEE agrees to be responsible for completing any future alteration or modification of the FACILITIES within the existing right-of-way required and requested by the COUNTY, without delay and without cost to the COUNTY.

3. That this license will not be modified, transferred or assigned without the written consent of the COUNTY, such consent will not be unreasonably withheld.

4. That the LICENSEE agrees to defend, hold harmless, and indemnify the COUNTY, its agents and employees, from and against all lawsuits, claims, damages, losses, and expenses arising wholly, in part or in connection with the existence of construction, alteration, repairs, renewals, uses, or removals of the FACILITIES as such pertain to any County, State or Federal Road.

5. That the LICENSEE agrees to conform to the standards for traffic control as outlined by Wyoming Department of Transportation. The LICENSEE shall cease all operation if the traffic control standards are not met.

6. The said LICENSEE shall give the County at least ten days notice, in writing, before entering upon the county road right of way for the purpose of the construction or alteration of the FACILITY or to make necessary repairs, except in case of an emergency requiring immediate repair, then in that event, the Licensee shall notify the County or local maintenance authority via telephone, followed by written notice.

7. The LICENSEE shall comply with the Wyoming Underground Facilities Notification Act – W.S. 37-12-301 et seq. Costs associated with identifying and locating the facilities within Lincoln County rights-of-way will be the responsibility of the LICENSEE.

8. All facilities shall be at a **minimum depth of thirty-six inches (36") below the ditch flow lines** or sixty inches (60") below the crown point of the road, whichever is deeper. For paved roads, the buried facilities shall be bored. For gravel or dirt roads, the buried line may be trenched, unless otherwise approved in writing by the County.

9. All debris, rubbish and surplus materials resulting from work under the terms of this license shall be removed and disposed of off-site as soon as possible, but in no event, no later than at the completion of construction. All property affected by the work under the license shall be restored to a condition equal to or exceeding that existing prior to construction.

10. The LICENSEE, shall locate the facility identified by this license, when needed by Lincoln County for future construction and/or maintenance activities. This information will be the basis of plans prepared by or for Lincoln County for use by Lincoln County, its contractors, or the public. If relocation of the identified FACILITIES, within the County ROW is necessary to aid Lincoln County’s work, LICENSEE shall promptly move or remove all facilities at the request of COUNTY and without cost to the COUNTY.

11. That if installation of the FACILITIES requires open excavation within the COUNTY right-of-way the LICENSEE agrees to provide the COUNTY with a performance bond, acceptable letter of credit or other sufficient financial commitment before the License is granted to assure that the work will be completed in accordance with the specifications applicable to this License. The COUNTY agrees to release this financial commitment, in whole or in part, pending satisfactory completion of all terms and conditions stipulated herein.

12. That installation of the FACILITIES must begin within one year from the date the License is granted, and that construction must be completed in a timely manner thereafter, unless an extension of time is granted in writing by the COUNTY.

13. That in the event the LICENSEE shall become in breach or default of any term, condition or covenant of this
License, the COUNTY in its sole discretion may declare this License to be null and void. In such an event, the LICENSEE shall be liable to the COUNTY for damages, whether general or consequential.

14. That the failure of the COUNTY to insist in any specific instance upon a performance or other provision of this License, or to exercise any right or privilege herein conferred, shall not be construed as waiving the condition, provision, right or privilege, but the same shall continue and remain in full force and effect. Also, the waiver of the COUNTY to any breach or default of any License condition or provision shall be limited to the particular incidence and shall not operate and be deemed to waive any future breach of the same condition or provision.

15. That in the event the COUNTY brings suit or other legal action to enforce the terms, conditions, or covenants herein against the LICENSEE, the COUNTY shall be entitled to recover reasonable costs and expenses thereof, including attorney fees, from the LICENSEE should the COUNTY prevail.

16. That this License is the only and entire contract covering the subject matter herein and no other representation, oral, or otherwise, has been made by the COUNTY, and that the LICENSEE has fully read and understood each condition herein stated.

17. That the terms, conditions, and covenants herein contained are binding upon the administrator, employees, agents, contractors, and subcontractors of the LICENSEE.

18. That if any term, condition or provision of this License is determined, to any extent, to be invalid or unenforceable, the remainder of this License shall not be affected thereby and shall be valid and be enforced.

19. That this License shall be interpreted and enforced in accordance with the laws of the State of Wyoming.

20. That the LICENSEE hereby accepts this License subject to the terms and conditions herein described, and subject to terms and conditions of any pertinent easements of record to the County of Lincoln for the road right-of-way.

21. Resolution NO. 2013-23 passed by the Board of County Commissioners the 6th day of November, 2013 set application fees and they are as follows:

   $250.00 For a single crossing of the County Road, and for installations along the right-of-way not exceeding one thousand feet in length. An additional fee of $250.00 will be applied for exceeding one thousand feet. An additional fee of $250.00 will be applied for each additional crossing of the County Road.

License Number ________________________ County Road ____________________________

I have observed the work described on this application and the attached drawing(s) and have found the work to be completed as prescribed.

___________________________________ Date __________________________
Signature of Road & Bridge