

COUNTY ROAD RIGHT-OF-WAY LICENSE

Reference Number _____

Revised 5/4/2010

The County of Lincoln, (hereinafter called the "COUNTY") hereby grants a license to

_____ (hereinafter called the "LICENSEE"),

whose mailing address is _____, for the installation of

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

Located in: Section _____ Township _____ Range _____

County Road Name and Number _____ upon the right-of-way and/or COUNTY property utilized for operation and maintenance of the County Road.

The alignment and grade, dimensions, clearance, land ties, and other relevant information, denoting specifics for the installations of the FACILITIES,

are shown on the plan sheet dated _____ and marked Exhibit "A", attached hereto and by this reference made a part hereof.

The County Engineer or Road and Bridge Supervisor has determined that the following items, if indicated below, are required for installation of the FACILITIES, in accordance with specifications as approved by the COUNTY:

_____ Location of, and accommodation of, existing facilities within right-of-way

_____ Minimum 24" burial depth of FACILITIES in right-of-way

_____ Boring and/or Jacking under roadway

_____ Open Excavation allowed across roadway

_____ Concrete T-cap repair

_____ Other (describe) _____

_____ Minimum NESC clearance above roadway

_____ Performance bond, in the amount of \$ _____

_____ Fee Submitted \$50.00 _____ or \$100.00 _____ (see page 2, #16)

_____ Other requirements (describe) _____

Signature of County Engineer or Road & Bridge Supervisor

Date

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 law suits, 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 provide standard Wyoming Department of Transportation traffic control signing and flagmen, or equivalent while work is in progress within the COUNTY right-of-way.
6. 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, the amount of which will be as determined by the COUNTY, 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. Upon completion of the project, LICENSEE shall notify the COUNTY of said completion. At such time the COUNTY will inspect the project to determine whether the project has been completed in accordance with the specifications applicable to the License. If the COUNTY determines that the project has been satisfactorily completed, the COUNTY shall release the financial commitment. In the event that the COUNTY determines that the project has not been satisfactorily completed in accordance with the specifications applicable to the License, the COUNTY shall notify LICENSEE and give notice to LICENSEE of the defect. Upon such notification, LICENSEE shall cure the defect within the time specified by COUNTY. If LICENSEE fails to satisfactorily cure the defect, COUNTY may cure the defect at LICENSEE's cost.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. That the terms, conditions, and covenants herein contained are binding upon the administrator, employees, agents, contractors, and subcontractors of the LICENSEE.
13. 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.
14. That this License shall be interpreted and enforced in accordance with the laws of the State of Wyoming.
15. 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.
16. The undersigned, and if more than one, each of them, jointly and severally, unconditionally (and if an individual

Approved: This _____ day of _____, 20____.

COUNTY OF LINCOLN
BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

ATTEST: _____
County Clerk

Date

(seal)