FREMONT COUNTY

LICENSE FOR NEW CONSTRUCTION OF UTILITY CROSSING OR ENCROACHMENT

FREMONT COUNTY hereby grants a license to _____, hereinafter called the "Licensee".

For the installation of

_____

_____

located in: Section_____ Township_____ Range_____

Road Name or number_____,

upon the property acquired for and/or utilized in the operation and maintenance of a legally established Fremont County roadway.

THE LICENSEE HEREBY acknowledges and agrees as follows:

1. The facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances and regulations, in the exact location shown on the attached "Exhibit A":; and as directed by the County. Placing the facility in a location other than originally approved without obtaining prior county approval by submitting a revised "Exhibit A", may void the license.

2. Any future alterations, modifications, or removals of the facility within the road right-of-way, required and requested by Fremont County shall be completed without delay. Adjustments will be accomplished at no expense to the County, unless otherwise provided by law.

3. 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. This permission is limited by the type of controlling interest held by the county. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.

4. This license will not be modified, transferred, or assigned without the written consent of the County. 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.

5. The maintenance, use, inspection and access to the facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the facility from the traveled ways of an access controlled road is hereby expressly forbidden.

6. Attached to this license is a plan sheet(s) labeled "Exhibit A" dated _____, which clearly shows the facility's alignment, grade, vertical and horizontal clearances, type of material, operating pressure and/or capacity, land and highway milepost ties, as well as dimensions from the proposed facility to the roadway and/or right-of-way line, which by this reference is made a part thereof.

7. The Licensee agrees to forever indemnify the County and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, 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 located within the County road described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless Fremont County against all loss, liability, and damage that arises out of any activities of the Licensee, it's agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the County's property.

Allegations or proof of negligence or other legal fault on the part of the County will not defeat the County's rights under this provision or relieve the Licensee, it's contractors and agents of their duty to indemnify and hold harmless the County.

Neither party to this agreement shall be taken to have waived their sovereign immunity by signing this agreement. WS § 1-39-120 provides that a governmental entity is immune from liability for damages caused by maintenance, including maintenance to compensate for weather conditions, of any bridge, culvert, highway, roadway, street, alley, sidewalk, or parking area.

8. Specific construction considerations may be attached to this form by the County. The Licensee agrees to incorporate the applicable requirements into the design of the facility and assures compliance with these requirements during the construction of the facility. Non compliance will void this permit.

9. The Licensee is required to notify the County in writing to cancel and/or nullify any issued license if the described facility is to be abandoned in place, will be removed, or will not be constructed. The County will determine if abandonment in place will hinder the County's future operations and if the facility must be removed at the time of abandonment.

10. The license will be null and void if construction of the described facility does not commence within six (6) months of approval, unless prior arrangements have been made specifying a specific construction period. This license shall be null and void if the described facility is not in use for a period of eighteen (18) months or longer, and the Licensee may be required to remove the facility.

11. The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with W.S. 37-3-301, through W.S. 37-3-306, titled Wyoming High Voltage Power Lines and Safety Restrictions Act and the Licensee is further advised to comply with the provisions of W.S. 37-12-301 through 37-12-304, titled Damage to Underground Public Utilities Facilities.

12. This license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, or other non-conventional methods will require specific prior approval by the County.

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ADDITIONAL REQUIREMENTS/COMMENTS OF FREMONT COUNTY

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LICENSEE/OWNER:

Name _____

Signature _____

Address _____

_____

Telephone _____

FREMONT COUNTY:

By_____
County Commissioner

Date _____

Road Foreman _____

LICENSE STIPULATIONS

(TO BE FILLED IN BY FREMONT COUNTY BEFORE PERMIT APPROVAL)

THE FOLLOWING STIPULATIONS THAT HAVE BEEN CHECKED ARE APPLICABLE TO THE ATTACHED LICENSE:

_____ County Road Foreman, _____ shall be notified before any work is begun and after work is completed.

_____ All disturbed areas are to be returned to their original condition. All surface debris, boulder, etc. as a result of construction activity are to be removed from the right-of-way.

_____The licensee shall be responsible for any damage to the roadway and its appurtenances as a result of this installation at any time such damage occurs.

_____The **minimum depth of placement** is to be forty-eight(48) inches below the bottom of the barrow ditch or drainages.

_____All pedestals, vents, etc., are to be installed at the right-of-way line.

_____Subsequent leakage of any ditches breached by this installation which results in damage to the roadway and/or appurtenances or results in drainage problems on the right-of-way, are the responsibility of the licensee, and will be promptly repaired upon notification by the County.

_____Crossing of the roadway is to be made by jacking, dry boring or mining _____ feet from the roadway edge.

_____Crossing of all paved approaches encountered along the route of the installation shall be: _____ bored _____cut.

_____Casing type and joints shall be approved by the County prior to installation and shall be capable of withstanding the load of the roadbed. The casing or conduit shall be installed in a manner to prevent the formation of a waterway under the roadway.

_____Where casing ends are below ground they should be suitably installed to protect the entrance of foreign matter which would interfere with the operation of the carrier.

_____An open trench method of installation is approved.

_____The trench is to be backfilled and compacted daily, no open trenching is to be left overnight.

_____The backfill is to be compacted to 95% density as shown on the enclosed diagram and resurfaced as indicated. Temporary surfacing

may b e installed as needed but must be brought up to standard upon completion of work.

_____Disturbed areas shall be reseeded with native grasses.

_____Gravel surfaces in paved travel lanes must be surfaced within three days.

_____All anchors and pole locations must be installed outside the roadway right-of-way.

_____Minimum vertical clearance for overhead crossings will be 25.5 feet for all crossings.

_____A letter specifying the names and locations of an individual who will be representing the licensee on the job and is capable of instituting immediate changes in traffic control or work operation to bring them into compliance with the terms of the license shall be required.

_____No materials or equipment will be stockpiled or parked (within the right-of-way, or within 30' of the roadway surface.

_____No work will be conducted from the roadway surface.

_____A preconstruction conference will be scheduled with County Road Foreman _____, prior to commencing work.

_____The electrical lines must be marked as indicated on the attached sheet.

SPECIFIC CONSTRUCTION CONDITIONS

FIRST: The work of CONSTRUCTING the utility shall be commenced by the Permittee only after the execution of this agreement by the parties hereto; if due to an emergency, work must begin before an agreement can be processed, an agreement must be executed within 24 hours of such emergency.

SECOND: The Permittee shall perform all necessary work in the Construction of the utility and the cost of such work shall be borne by the Permittee. The work to be performed by the Permittee shall include the following, to wit:

(a) Sub-excavation of all unstable material and compaction of all backfill or special backfill to a density of ninety-five percent (95%). Density tests will be made by County inspectors whenever it is deemed necessary.

(b) All backfill shall be placed to the top of the subgrade and the surface course or courses, shall be replaced by materials presently composing the surface course or courses. Asphalt pavement shall be replaced with asphalt pavement and concrete with concrete pavement. (See attached.)

(c) Furnish, provide, erect and maintain all necessary barricades, suitable efficient flares or blinker lights, reflectorized detour signs and take all necessary precautions for the protection of the work and safety of the traveling public at the installation areas.

(d) Shall bore or jack with a minimum of surface opening whenever practical or feasible.

THIRD: In case settlement or failure occurs after Permittee has completed backfilling and resurfacing utility cut, the County will correct such settlement or failure; and all labor, material and equipment required to make such correction will be billed to the Permittee.

IN WITNESS WHEREOF, the parties hereto have placed their signatures hereon this _____ day of _____ A.D., 200___.

_____ _____

Permittee Name/Signature Fremont County Authorization

_____

Permittee Address

ATTACHMENT TO LICENSE

FUTURE LOCATING OF LICENSED BURIED FACILITIES

The licensee agrees to locate and mark the facility being licensed in the following manner:

A. The utility company or facility owner, as a condition of approval for the attached license, agrees to locate the facility identified by this license, when needed by Fremont County, for future construction and maintenance activities. This information will be the basis of plans prepared by the County for use by the County and Contractors hired by the County, and County maintenance crews. If relocation of the identified facility is necessary to aid the County's work, reimbursement will be as provided for by law at the owner's expense.

B. Location information will include the marking of the facility on the ground, as specified by W.S. 37-12-301, *et seq.,with the appropriate color. Location information will also include the nature and elevation of the facility. For each location, the utility shall be tied both horizontally and vertically, by coordinates, to a datum determined by the County and certified by a licensed surveyor. The information will be shown on plans created by the utuiity company or facility owner. A copy of the plans will be sent to the County's Road Department office, 450 N. 2nd St. Room 310, Lander, WY, 82520. Costs associated with identifying and locating the facilities will be the responsibility of the utility company or facility owner on Fremont County right-of-way.*

*Date:*_____

_____ _____

Signature of Licensee/Owner *Company*