

## UTILITY LICENSE

APPROVED

By: \_\_\_\_\_  
Albany County Road & Bridge  
Superintendent

Albany County Hwy No. \_\_\_\_\_

Road Name \_\_\_\_\_

Date: \_\_\_\_\_

Milepost \_\_\_\_\_

THE COUNTY OF ALBANY, WYOMING acting by and through THE BOARD OF COUNTY COMMISSIONERS OF ALBANY COUNTY, (hereinafter called the "Board") hereby grants license to:

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "Licensee") in the locations and positions and in strict accordance with the specifications shown on "Exhibit A" attached hereto (include your map showing actual encroachment route in feet and any adjacent roads), and incorporated herein by this reference, on that real property located in the County of Albany, State of Wyoming, upon the property the County acquired for and/or utilized in the operation and maintenance of the County Road and more particularly described as follows:

This license is granted for and in consideration of the following:

1. A Two-Hundred-Fifty Dollar (\$250.00) processing fee, in hand paid by Licensee to Licenser on date of signing of this License; receipt thereof is hereby acknowledged.
2. Ten cents (\$0.10) per running foot of right-of-way used due and payable by Licensee to Licenser of date of completion of facility.
3. Thirty-seven and 50/100 Dollars (\$37.50) per hour inspection fee to be paid by Licensee to a certified inspector approved by Licenser on or before the date of completion of facility per attached fee schedule.
4. Insurance to cover cost of repair resulting from cutting/other damage to cable in the course of county maintenance of subject property. Or in the alternative amount of one percent (1%) of estimated cost of facility in county right-of-way on date of completion. Securing insurance or paying the % of the cost of the facility is the sole and separate responsibility of the Licensee.

See "Exhibit B" for work sheet, which gives actual costs for items one through four.

This License is granted upon express terms and conditions contained herein, and should the Licensee at any time violate any of the said terms and conditions or use or attempt to use the facility for any other or different purpose than that above specified, or refuse or fail to comply with any reasonable rules and directions of Licensor, or infringe on public rights or endanger the safety of the public, then Licensor may at its option, immediately revoke the License.

The foregoing license is subject to the following conditions:

FIRST. All work on facility shall be prosecuted and completed in a good workmanlike manner at the sole expense of the Licensee and under the supervision of, and to the satisfaction of Licensor. Such work shall be done in a manner as to in no way interfere with use, operation and maintenance by the County and shall in no way endanger the general public in use thereof.

SECOND. Licensee shall give Licensor at least ten days notice in writing before entering upon the property for construction, alteration or repair of facility except in case of genuine emergency requiring immediate attention/repair then in that event, Licensee shall notify Licensor via telephone or telegraph and immediately enter upon the property and make the necessary repairs.

THIRD. Licensee hereby assumes all liability for and agrees to pay for all loss of property or damage to property or injury to or death of persons, including all costs and expenses incident thereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of facility, or any defect therein or failure thereof, causing some or contributing in any manner to the loss of or damage to such property or the injury to or death of any person. Said Licensee shall forever indemnify Albany County, and the Board of County Commissioners of Albany County, or either of them, against and save them harmless from all liability for any such loss, damage, injury or death, including the costs and expenses incident thereto.

FOURTH. The County reserves the right to use, occupy and enjoy its right-of-way for a county highway and for county highway purposes, in such manner and at such times as it shall desire, the same as if this instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or alteration shall be made by the Licensee at the sole expenses of said Licensee, upon the demand of the Licensor, and neither Albany County nor the Board of Albany County Commissioners shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Albany, State of Wyoming, may make of its said right-of-way.

FIFTH. The County of Albany, State of Wyoming, and the Board of Albany County Commissioners, for the purpose of this License, hereby disclaim any representation or implication that it retains any title in any county highway right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these presents accepts notice and agrees that any expenses or damages incurred by the Licensee through the abandonment, removal, reconstruction, or alteration of any county highway or incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the County of Albany, State of Wyoming.

SIXTH. The Licensee agrees to the standards for traffic control as outlined in the "Wyoming State Highway Department Traffic Control for Roadway Work Operations" manual and the "Wyoming State Highway Department Utility Accommodation Regulation" manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the Albany County Road and Bridge Superintendent for approval prior to starting any work on highway right-of-way.

SEVENTH. The waiver of any breach of any of the terms or conditions of this License shall be limited to the act or acts constituting such breach, and shall never be construed as begin continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. Nothing in this document shall be construed to imply that Licensor in any way ensures Licensee that the road or roads which may be adjacent to the location of this utility license shall be regularly maintained or plowed.

No official or employee of the County, other than the Board of County Commissioners of Albany County, shall have authority to waive any term or condition herein contained.

IN WITNESS WHEREOF, the County of Albany, State of Wyoming, acting by and through the Board of County Commissioners of Albany County has executed this license on the \_\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_.

THE BOARD OF COUNTY COMMISSIONERS  
OF ALBANY COUNTY, WYOMING

\_\_\_\_\_  
Chairperson

Reviewed by:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Albany County Road and Bridge  
Reviewers Comments:

(SEAL)

ATTEST:

\_\_\_\_\_  
Albany County Clerk

The undersigned, the Licensee mentioned in the foregoing License, hereby accepts the same, subject to the terms and conditions contained therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Work Phone

(SEAL)

ATTEST:

\_\_\_\_\_

Title

**CALCULATION SHEET**

**"EXHIBIT B"**

Application for License, processing fee.

\$250.00

Total length of Encroachment, \_\_\_\_\_ feet  
at the rate of ten cents (\$0.10) per running foot.

\_\_\_\_\_

Estimate Inspection Fee, at the rate of \$37.50 per  
Hour. \_\_\_\_\_ hours as determined by Albany  
County Road and Bridge.

\_\_\_\_\_

Insurance costs, at the rate of one percent (%1)  
Of \$ \_\_\_\_\_ (cost of facility).

\_\_\_\_\_

TOTAL COST of encroaching facility

\_\_\_\_\_