

SHERIDAN COUNTY MASTER LICENSE AGREEMENT

The County of Sheridan, a political subdivision of the State of Wyoming, ("County") and _____ ("Grantee") enter into this agreement.

County: Public Works Department
Sheridan County Courthouse
224 S. Main St., Suite B8
Sheridan WY 82801
307-674-2920

Grantee: _____

Phone _____

The parties agree as follows:

1. OBLIGATIONS OF COUNTY.

- a. County agrees, to the extent County has authority to do so, to grant Grantee each *Sheridan County License Agreement*, which has been properly applied for, and which has been approved by County.
- b. Each nonexclusive license is granted for the purpose of laying, constructing, maintaining, operating, replacing, increasing the capacity of, repairing and removing and doing all necessary work in connection therewith a utility, facility, or device or part thereof ("utility").
- c. Each grant is subject to Grantee moving or relocating its utility if County shall construct, reconstruct or move any portion of the County road wherein a license is located. Grantee, when requested by County, shall move the utility without delay and at no cost to County. The parties specifically agree to immediately amend each *Sheridan County License Agreement* to reflect each new crossing location description. The remainder of this Agreement shall remain in effect. County shall not unreasonably request such movement or relocation.

2. OBLIGATIONS OF GRANTEE. In exchange for the above license grant, Grantee shall:

- a. Pay an inspection fee to County for each license granted.
- b. Place any utility, future alterations, or expansions in each crossing location in a manner that conforms with recognized standards, applicable federal, state, and local laws, codes, ordinances, and resolutions current at the time placement is made.
- c. Construct the installation in a safe manner, to not interfere with or endanger public travel and to perform all work in a neat and workmanlike manner and that each crossing location will be cleaned and left in a condition equal to or better than the original condition. The applicant will fully protect the traffic on the roadway during construction by proper barricades, flagmen, and/or lights.
- d. Be responsible for installing a crossing or lateral transition through each crossing location in accordance with this Agreement.
 - i. The grantee shall furnish industry accepted post markers at property lines for all underground crossings.
 - ii. All construction by the grantee shall meet the standards set by the County Public Works Department and approved by the Board of County Commissioners at the time of application.
 - iii. The grantee shall be responsible for repair of roadways or other improvements if damage occurs to such roadways or improvements as a result of the grantee's use of a license.
 - iv. The County may require the installation of a casing pipe on bored installations. When a bored crossing is requested, the difference in outside diameter of the bore hole and outside diameter of the pipe must be approved by the County Public

Works Department.

- e. Place any utility, alteration, or expansion in a manner and at a time to minimize disruption of each crossing location.
- f. Place gravel on approach for 100 feet outside each crossing.
- g. Not place utility within the traveled roadway or five feet from each shoulder, except lines crossing roadways.
- h. Bury electrical cable and gas mains in the area within five feet of crossing line and telephone and television cable on opposite side of the roadway, within five feet of crossing line. County shall approve any deviations hereof in writing prior to such deviation being made.
- i. Bury utilities four inches in diameter and less at a minimum depth of 48 inches from the bottom of the borrow ditch to top of the utility. Bury utilities greater than four inches in diameter at a minimum depth of 60 inches from the bottom of the borrow ditch to top of the utility, with the exception of plowed cable installations which shall be placed to a minimum depth of 30 inches. In joint open trench, installation shall be to a minimum depth of 36 inches to the top of the highest utility.
- j. Restore all disturbed surfaces to their original condition. All loose rock shall be removed. Reseed with seeding mixtures and requirements as set forth by the Wyoming Highway Department 1993 Specifications.
- k. Compact and grade all trenches to the standards set forth in the county Road Fund Manual or succeeding current document. If settlement occurs, Grantee shall re-compact the area within five days after notice from the County to do so. Whether settlement has occurred shall be in the sole discretion of County and County shall notify Grantee of such occurrence. All compacting and re-compacting shall be to the satisfaction of County. Provide compaction tests as required by County. A fee will be charged for repairs, if such repairs disturb the roadway surfacing.
- l. Locate any overhead utility as near to the edge of a crossing line as practicable.
- m. Provide a traffic control plan to the County Public Works Department for approval prior to construction.
- n. Contact the County Public Works Department 24-hours prior to construction to request inspections.
- o. Provide a map of every utility placed in each crossing and along with the identification by coordinates defined as longitude and latitude based on NAD 83.
- p. Grantee shall locate and mark the utility placed as follows:
 - i. When requested by County, Grantee shall locate the utility.
 - ii. Location shall include marking the utility on the ground as specified in Wyo. Stat. § 37-12-301, et seq.
 - iii. Indicate the nature and elevation or depth of the utility on plans created by Grantee.
 - iv. Grantee shall bear all costs for locating and marking its utility.
- q. Grantee shall notify County that Grantee has completed installment of its utility prior to backfilling the area. County may inspect installment prior to Grantee backfilling each crossing.

3. TERM. This Agreement is for a term of five years, commencing when this Agreement is fully executed, unless sooner terminated in accordance with the provisions herein. The term will automatically renew unless one party gives notice of intent to not renew and reasonable cause for such declination to renew.
4. APPLICATION. This Agreement shall apply and be incorporated into each *Sheridan County License Agreement* executed and approved by County and Grantee after the date of this Agreement.
5. GENERAL COVENANTS.
 - a. NONWAIVER. Any waiver by County of any breach of any covenant herein to be kept and performed by Grantee shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
 - b. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
 - c. ASSIGNMENT. This Agreement is not assignable without the prior written consent of the parties which shall not be unreasonably withheld.
 - d. TERMINATION.
 - i. This Agreement may be terminated by either party at any time if the other party breaches this Agreement and the breaching party does not correct the breach within 90 days of written notice; or upon mutual written agreement by the parties
 - ii. In the event this Agreement is terminated or when the Agreement expires, Grantee shall remove or abandon in accordance with the current standards its utility and restore all disturbed surfaces to their original condition. All loose rock shall be removed. Grantee shall reseed with seeding mixtures and requirements as set forth by the Wyoming Highway Department 1993 Specifications.
 - e. NOTICES. Notices shall be sufficient if faxed, delivered in person or sent by United States Mail, postage prepaid, to the addresses provided herein.
 - f. COMPLIANCE WITH LAWS. Grantee shall comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.
 - g. INDEMNIFICATION. Grantee shall indemnify, defend, and hold harmless County from and against any and all claims of any nature whatsoever arising from or in connection with this Agreement.
 - h. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
 - i. THIRD PARTIES. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status.
 - j. CHOICE OF LAW. The laws of the State of Wyoming govern this Agreement. Any litigation of this Agreement shall occur in a court located in Sheridan, Wyoming or a federal court located within Wyoming.
 - k. INDEPENDENCE OF AGREEMENT. Grantee is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.

- l. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

- m. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- n. ATTORNEY'S FEES. In the event this Agreement is placed in the hands of an attorney for enforcement of this Agreement, Grantee shall pay County reasonable attorney's fees for services rendered to County in that regard.

- 6. ENTIRE AGREEMENT. This five-page document constitutes the entire agreement of the parties, superseding all previous agreements between the parties.

- 7. BEYOND TERM. This Agreement provides a definable benefit to Sheridan County and its citizens and County desires to enter into this agreement beyond the term of this Board of County Commissioners so that the full benefit to Sheridan County might be realized.

By signing below, the parties agree to the above-terms. Additionally, any person signing certifies he or she has been properly authorized to enter into this Agreement by his or her respective party.

 GRANTEE (Company Name)

BY: _____ Date _____
 Authorized Representative Signature

 Title

STATE OF WYOMING)
) **ss.**
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by _____
 on _____, 20____.

WITNESS my hand and official seal.

 Notary Public

My Commission Expires:

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming

Attest:

By: _____
 Chairman

_____ County Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On this _____ day of _____, 20____, before me personally appeared, _____ being first duly sworn, did say that she/he is the Chairman of the Board of County Commissioners, for Sheridan County, Wyoming and that this instrument was signed and sealed on behalf of the said County by authority of said Board and she/he acknowledged said instrument to be the free act and deed of said Board.

WITNESS my hand and official seal.

Notary Public

My Commission expires: