

## RIGHT-OF-WAY LICENSE AGREEMENT

Number \_\_\_\_\_

**THIS AGREEMENT** is made and entered into this day, by and between Johnson County, Wyoming, a body corporate and politic, by and through its Board of County Commissioners (hereafter referred to as "County"), and \_\_\_\_\_, whose address is \_\_\_\_\_, (hereafter referred to as "Licensee").

### RECITALS :

**WHEREAS**, County is a body corporate and politic located in the State of Wyoming; and

**WHEREAS**, Licensee is a ranching operation, residing or otherwise doing business in Johnson County and the State of Wyoming; and

**WHEREAS**, Licensee has applied to County for a utility right-of-way utilizing a portion of a Johnson County road right-of-way; and

**WHEREAS**, Licensee has paid the filing fee and the Application and Inspection fee, set forth below; and

**WHEREAS**, County is prepared to grant a license to use a utility right-of-way, provided Licensee agrees to certain terms and conditions;

**IT IS, THEREFORE**, hereby agreed as follows, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. County hereby grants to Licensee, its successors and assigns, the temporary, non-exclusive privilege of using the County right-of-way along Johnson County Road No. \_\_\_\_\_, commonly referred to as \_\_\_\_\_ Road, covering a portion of the following described lands, to-wit, **as shown on the attached map marked Exhibit A:** Township \_\_\_\_\_, \_\_\_\_\_, Johnson County, Wyoming  
Section (quarter section if applicable): \_\_\_\_\_ GPS coordinates: \_\_\_\_\_ for a distance of \_\_\_\_\_ feet to be used as a \_\_\_\_\_, specifically subject to the remaining terms and conditions herein set forth.

2. Licensee covenants and agrees to do and abide by each and every of the following:

3. Licensee, its successors and assigns will pay to Johnson County, on each successive occasion of use, the costs of any and all damages which may result from Licensee's use of this right-of-way. In addition, Licensee, its successors and assigns, shall be solely responsible for any and all installations, repairs, maintenance or other costs associated with its use of this right-of-way whether such costs are specifically enumerated herein or not.

4. Licensee is prohibited from installing its lines, pipes or conduits longitudinally under any county road or shoulder, provided, however the County may permit longitudinal installations upon a showing by Licensee that it cannot install its facilities in the area between the shoulder of the road and the edge of the right-of-way.

5. Any and all utility lines, including pipelines, shall be placed in a manner so as to conform with recognized standards, applicable federal, state or local laws, codes and ordinances and as set forth herein and as directed by Johnson County. Any installation, alteration, or modification of any utility line shall be performed in compliance with The Utility Accommodation Regulation rules and regulations, promulgated by the Wyoming State Highway Department, as it may from time to time be amended, as though this County Road were a State Highway. Any future alteration or modification of the utility, facility or device within the existing right-of-way, required, requested or agreed to by Johnson County, shall be completed without delay and without cost to Johnson County.

6. Licensee shall provide a legal description and map of the proposed installation to Johnson County, which shall be attached to this Right-Of-Way License Agreement prior to being considered or executed by Johnson County, and which shall remain as an attachment when filed in the land records of Johnson County.

7. Licensee shall be responsible for all repaving and repair costs occasioned by any settlement or subsidence of the excavation for a period of one (1) year from the date final repairs are completed. Johnson County shall have final authority to determine whether or not settlement or subsidence exists, and whether or not repairs are needed.

8. All disturbed surfaces shall be restored to their original condition. All loose rock shall be removed. If required by the County, all disturbed surfaces shall be reseeded with seeding mixtures and requirements as set forth by the then-existing Wyoming Highway Department Specifications.

9. If Johnson County should for any reason construct, reconstruct, move, or abandon any portion of the County road wherein the utility, facility or device is located, Licensee will, when required or requested by the County, move the facility without delay and without cost to the County.

10. Upon request, the Licensee agrees to locate and mark the utility, facility or device being licensed in the following manner:

i. The Licensee, as a condition of approval for the license, agrees to locate the facility identified by this license, when needed by Johnson County for future construction and/or maintenance activities. This information will be the basis of plans prepared by or for Johnson County for use by Johnson County, its contractors, or the public.

ii. 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 Johnson County and certified by a licensed surveyor. The information will be shown on plans created by Licensee, the utility company or facility owner. A copy of the plans will be sent to Johnson County. Costs associated with identifying and locating the facilities, as may be required from time to time, will be the responsibility of Licensee.

11. Licensee shall hold Johnson County completely harmless from any and all claims which may arise from the existence, construction, and/or maintenance of Licensee's facilities covered by this agreement except as the same may result from or arise out of any act or neglect of Johnson County.

12. Licensee shall pay a non-refundable fee to Johnson County for use of this right-of-way, calculated as follows:

- i. The correct filing fee (\$12 for the first page, \$3 for each additional page) to record this document in the land records of Johnson County, which filing fee shall accompany the application, plus;
- ii. An Application and Inspection Fee which shall accompany the application, calculated as follows:
  - a. For a **residential or agricultural use**, the Application and Inspection Fee shall be a flat fee of Fifty Dollars (\$50.00).
  - b. For a **commercial use**, the Application and Inspection Fee shall be the combination of an initial application fee and an additional cost per lineal foot of easement used. The initial application fee, which shall accompany the application, is in the amount of One Hundred Fifty Dollars (\$150.00). At the time of application, Licensee shall also indicate the estimated length of the easement to be used: estimated length 80.0 feet x ten cents (\$0.10) per foot = \$8.00. Not later than 10 days after construction is completed, Licensee shall pay to County the additional amount of ten cents (\$0.10) per running foot of right-of-way actually used.
- iii. The filing fee for recording this document in the land records must be made payable to the Johnson County Clerk. The Application and Inspection Fee must be made payable to Johnson County. **The filing fee must be paid separately from the Application and Inspection Fee.**

13. For good cause shown, Johnson County may terminate this agreement and revoke the license granted hereby. Nothing in this agreement, nor the act of entering into this agreement, shall be construed as a limitation of Johnson County's authority to modify or abandon the right-of-way the County now has.

14. Licensee hereby accepts this license subject to the terms and conditions contained herein, and subject to any requirements or limitations of law, now or in the future, which may restrict the use or enjoyment of this license.

15. By entering into this agreement, Johnson County does not waive or relinquish any rights afforded it as a sovereign, and specifically reserves to itself all such rights and defenses.

16. This agreement, the performance hereunder, and all suits and special proceedings hereunder shall be interpreted according to the laws of the State of Wyoming, and Licensee hereby consents to the personal jurisdiction of the Courts of Wyoming with regard to any matter related to this agreement or the use of the license granted hereby. Venue will only lie in a State Court within Johnson County, Wyoming, unless such venue is not available or appropriate as a matter of law.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JOHNSON COUNTY, WYOMING:

By: \_\_\_\_\_  
 Scott Pehringer  
 Road and Bridge Supervisor

LICENSEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_r

**ACKNOWLEDGMENT**

STATE OF WYOMING \_\_\_\_\_ ss.  
 County of \_\_\_\_\_ }

The above and foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ on behalf of Licensee, who acknowledged this to be the free and voluntary act and deed of said Licensee.

Witness my hand and official seal.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

Version: January 24, 2005