

For Administrative Use Only
Permit # _____
Check # _____ Date _____
Inspections _____

Converse County
Public Utilities Parallel Right-of-Way Permit

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that _____ (applicant) of _____ (company), State of _____, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

_____ ; that the location of such activity shall be limited to that portion of Converse County Road Number _____, commonly referred to as the _____ Road, located in: _____ (Township, Range, and Section), mile marker _____ on CR _____, with Latitude _____ and Longitude _____ (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.

6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

11. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

12. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

13. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

14. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

15. That the Permittee agrees to the following fee schedule as applicable:

FEE SCHEDULE

\$25 Parallel Right-of-Way Fee up to five (5) miles

\$25 Fee per each additional five (5) miles

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

16. The Road & Bridge Headquarters is 10 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7672° and Longitude of -105.3850°.

17. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

18. **This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access _____.**

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this ____ day of _____, _____.

Board of Commissioners
Converse County, Wyoming

Permittee

Printed Name of Permittee

Chairman

Address of Permittee

Attest:

City, State, and Zip Code

Received and Approved By:

Contact Phone Number

Email Address of Permittee

Road & Bridge Foreman

Signature and Title

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Land Owner Permission

I, the undersigned property owner, acknowledge that,

Company: _____

Address: _____

City: _____

State: _____

Phone: _____

Email: _____

The above company has my permission to bore from my land located:

Road Number _____ Mile Marker _____

Township _____ Range _____ Section _____

Latitude _____, Longitude _____ at center line of road
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: _____
Landowner

Date: _____

Signature: _____
Company Representative

Date: _____

Printed Name: _____