

APPROACH 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"), to construct, maintain, use and operate an approach:

located in Section(s) _____ T, _____ N., R _____ W. 6th PM (hereinafter the "Facility"), upon the property of Albany County, acquired for and utilized in the operation and maintenance of the count highway, in the locations and positions and in strict accordance with the specifications shown on the print dated and titled _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

1. A fifty dollar (\$50.00) processing fee, in hand paid by Licensee to the Board of Albany County Commissioners on date of signing of this License; Receipt thereof is hereby acknowledged.
2. Thirty-seven and 50/100 Dollars (\$37.50) per hour inspection fee to be paid by Licensee to Licensor on or before date of completion of facility per attached fee schedule. (Number of hours to be determined by Albany County Road and Bridge.)

See Exhibit "B" for work sheet which gives actual costs.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Highway Superintendent, under his general supervisory powers of control and supervision of county highways for the use and safety of the general public, then the Board may, at its opinion, immediately revoke this license.

The foregoing license is subject to the following conditions:

FIRST. The work on constructing, altering and maintaining of the Facility shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under the supervision of, and to the satisfaction of, the County Highway Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with use, operation and maintenance by the county of a county highway for county highway purposes and in no such manners as to in no way endanger the general public in its use of said county highway right-of-way. Additionally the Licensee agrees to the standards for traffic control as outlined in the "Wyoming State Highway 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. The Licensee must cease all operations if he does not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Albany County Road and Bridge Superintendent for approval prior to starting any work on highway right-of-way.

SECOND. The said Licensee shall give to the County Highway Superintendent at least ten days notice, in writing, before entering upon the county highway right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, Licensee shall notify the County Highway Superintendent via telephone or telegraph and immediately enter upon the highway right-of-way and make the necessary repairs.

THIRD. The said 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 said Facility, or any defect therein or failure thereof, causing same or contributing in any manner to the loss of or damage to such property or the injury to or death of any person. And the 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 manner of the location or manner of use of said facility, or any part thereof, such change or alteration shall be made by the Licensee, upon the demand of the County Highway Superintendent, 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, Wyoming, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by giving thirty (30) days notice in writing to the said licensee and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the County Highway Superintendent remove said facility and each and every part thereof, hereby authorized, from the premises of the county highway right-of-way and leave said premises in the same condition as before the granting of this license, and the said Licensee hereby agrees promptly to pay o the Board the cost of said removal for the Facility, and each and every part thereof.

SIXTH. The County of Albany, Wyoming, and the Board of Albany County Commissioner, 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, Wyoming.

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 being 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 happening, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The Licensee agrees to the following conditions: _____

NINTH. Nothing in this document shall be construed to imply that the Board in anyway ensures Licensee that the road for which this approach is granted shall be regularly maintained or plowed

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

IN WITNESS WHEREOF, The County of Albany, Wyoming, acting by and through the Board of County Commissioner of Albany County has executed this license on the _____ day of _____, AD, 20_____.

(SEAL)

THE BOARD OF COUNTY COMMISSIONERS
OF ALBANY COUNTY.

Chairperson

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.

Licensee

Title

Address

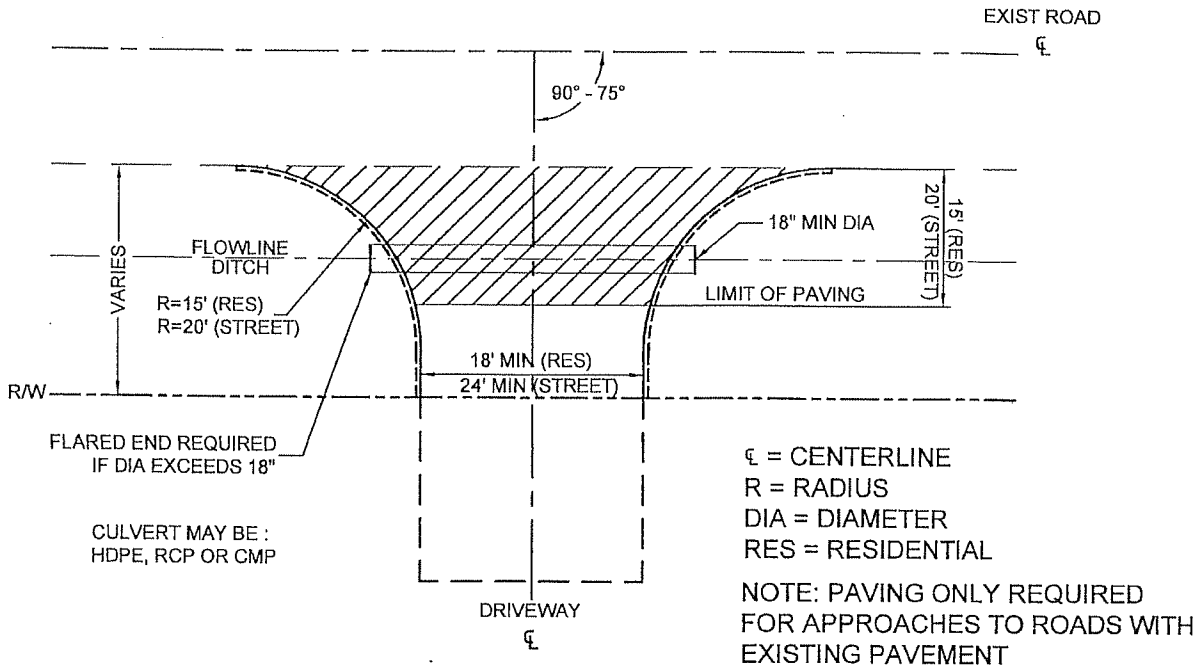
Work Phone Home Phone

Attest:

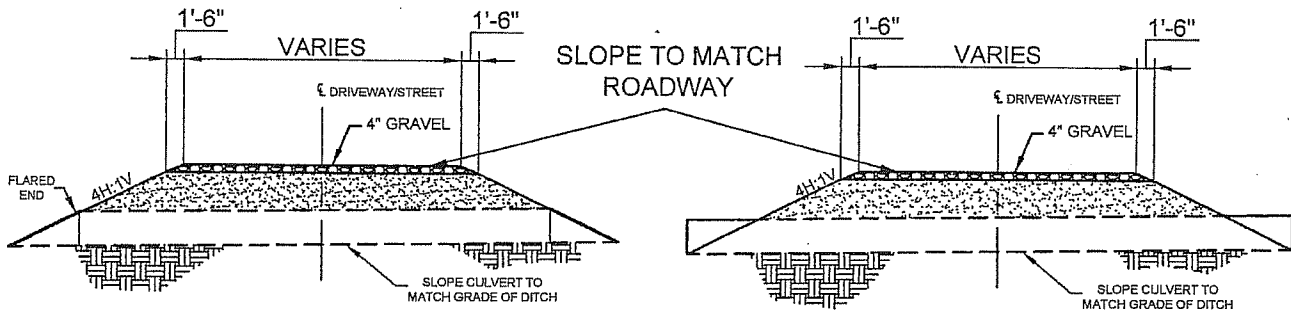
Title

(SEAL)

ALBANY COUNTY APPROACH STANDARDS

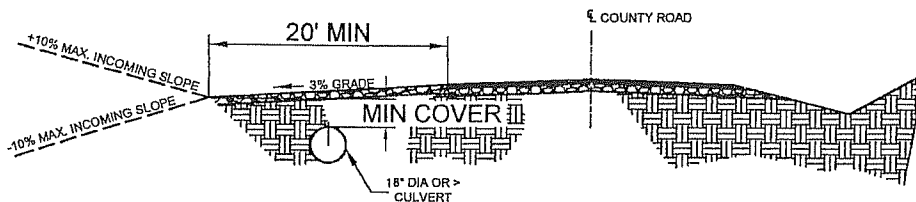


PLAN VIEW



CROSS SECTION VIEW
CULVERTS GREATER THAN 18"
REQUIRE FLARED ENDS

CROSS SECTION VIEW
WITH 18" CULVERT



CULVERT MINIMUM COVER:

STREETS:	18" REQUIRED 24" RECOMMENDED
RESIDENTIAL:	12" REQUIRED 18" RECOMMENDED

SIDE VIEW SHOWING MIN COVER
AND APPROACH SLOPES