

GOSHEN COUNTY CONDITIONS OF ROAD USE

On this date _____, herein referred to as “Operator”, and Goshen County, by and through the County Road and Bridge Department, herein referred to as “County” acknowledge the following Conditions of County Road Use. The terms and conditions below shall be applicable to _____, herein referred to as “County Road(s)” located within and maintained by Goshen County, Wyoming.

- 1) A **mandatory** meeting with Goshen County Planning Department shall be held **two (2) weeks** prior to project initiation. The purpose of this meeting is to collect pertinent information related to the project and to complete and submit all required permits. The meeting will address the required Commercial/Industrial Road Use Application and Goshen County Conditions of Road Use as well as any need for Public Works Construction Permits, Oversize and Overweight Load Permits, requirements for emergency services, addressing, etc. Prior to project initiation, transportation routes will be identified as well as the potential need for roadway infrastructure inventories and potential roadway improvements. After project completion, road and roadway infrastructure will be reevaluated.
- 2) The County shall post speed limits, stop signs and other control signs on County Roads. The Operator shall ensure that all temporary traffic control signs are placed as needed and in compliance with “Manual on Uniform Traffic Control Device Standards” guidelines and regulations.
- 3) The Operator shall provide training and information to all its employees, contractors and subcontractors emphasizing safety, compliance with speed limits, potential hazards, and awareness of local traffic and wildlife, with respect to the use of Goshen County Road(s).
- 4) Operator shall notify the County **one (1) week** prior to the start of any mobilization of equipment authorized by a Goshen County Oversize and Overweight Load Permit so that the County may verify the condition of the proposed route on County Roads. The road condition inventory will be conducted by the Goshen County Road and Bridge Department, and/or the Goshen County Engineer’s Office, and coordinated with the Operator. Upon request of the Operator, the County shall provide the Operator with copies of the baseline documentation from the road condition inventory.
- 5) The Operator’s employees, contractors and subcontractors shall respect open range and the danger of livestock grazing along the County Roads.
- 6) The County shall inspect the County Roads from time to time and shall report, in writing, necessary repairs to the Operator.
- 7) Upon determination by and notice from the County, Operator shall immediately provide dust control measures upon utilized County Roads in accordance with Wyoming Air Quality Standards and Regulations (WAQSR).

- 8) If any activities of the Operator, its employees, contractors and/or subcontractors result in damage to roads (other than normal wear caused by ordinary traffic) Operator shall be responsible for the damage caused upon reasonable notice from the County. If the Operator does not repair the damage to the satisfaction of the County and/or to the conditions of the County Roads noted in the initial road condition inventory, then the Operator shall bear and pay the cost of repair. Payment shall be made to the County within thirty (30) days after receipt of invoice. The costs may include, but are not limited to, materials, use of the County equipment, labor, and other reasonable expenses that are related to the repair of damages to County Roads.
- 9) Should the County or the Operator become aware of another company's use of said County Roads, the County or the Operator shall promptly notify the other. In the event one or more companies and the Operator utilize County Roads concurrently, the County will encourage the Operators and other companies (collectively, the "Parties") to enter into a Cost Sharing Agreement allocating proportionate costs for road use, repairs and maintenance.
- 10) During Operator's use of the above described County Road, the Operator may be subject to imposition of load restrictions by the County should damage occur to said Roads that endangers the public safety as a result of the Operator's activities on said Roads. Should the County conclude that such damage to said County Road requires immediate repair, the County may make such reasonable repairs and seek reimbursement from the Operator.
- 11) The County and the Operator agree they shall cooperate with each other regarding all matters necessary to carry out the full intent and purpose of these Conditions. If the parties are unable to agree on necessary repairs and maintenance, then the parties agree to binding arbitration by a third party independent viewer. The County Commissioners, at the first regular meeting following notice of such disagreement, will appoint the third party independent viewer. The third party independent viewer shall be a freeholder within Goshen County. The third party independent viewer shall, within ten (10) days of appointment, make arrangements and provide notice to both the County and the Operator setting forth a date and time for an on-site inspection of the damage in question. Following the on-site inspection, the third party independent viewer shall submit an assessment and damage estimate to the County Commissioners. At the next regular meeting, the County Commissioners shall certify the third party independent viewer's assessment and estimate of damage paid. If the third party independent viewer determines that the Operator is in violation of these Conditions, the Operator shall, within ten (10) days of the County Commissioners' certification of third party independent viewer's assessment and estimate, pay to the County the assessed estimate of the cost to repair the damages.
- 12) If either party fails to comply with the third party viewer's assessment and estimate, then that party shall be responsible for all fees and attorney's costs in litigation to enforce this agreement.

General Provisions.

- A. Amendments.** Any changes, modifications, revisions or amendments to these Conditions which are mutually agreed upon by and between the parties shall be incorporated by written instrument, executed and signed by all parties.
- B. Applicable Law.** The construction, interpretation and enforcement of these Conditions shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of these Conditions and over the parties, and the venue shall be the Eighth District, Goshen County Wyoming.
- C. Entirety of Agreement.** These Conditions, consisting of four (4) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. Severability.** Should any portion of these Conditions be judicially determined to be illegal or unenforceable, the remainder of the Conditions shall continue in full force and effect.
- E. Sovereign Immunity.** The County does not waive its governmental immunity by entering into these Conditions, and specifically retains immunity and all defenses available to it under state law.
- F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and these Conditions shall not be construed so as to create such status. The rights, duties, and obligations contained in this document shall operate only between the parties, and shall be solely to the benefits of the parties. The provisions of these Conditions are intended only to assist the parties in determining and performing their obligations under these Conditions. The parties intend and expressly agree that only parties signatory to this document shall have any legal or equitable right to seek to enforcement, to seek any remedy arising out of a party's performance or failure to perform the terms and Conditions, or to bring an action for the breach of these Conditions of Approval.
- G. Indemnification.** The Operator shall indemnify, defend, and hold harmless the State, the County, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses, and liability, including reasonable costs and attorney fees, arising out of Operator's negligence, actions or its failure to perform any of Operator's duties and obligations hereunder.
- H. Force Majeure.** If performance of these Conditions or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use reasonable efforts to avoid or remove such causes of nonperformance. "Force Majeure" shall mean any fire, earthquake, flood, or other casualty or accident; war, civil strife or other violence; any law, order, proclamation, regulation,

ordinance, action, demand or requirement of any governmental agency; or any other act or condition beyond the reasonable control of a party hereto.

Signatures.

In witness whereof the parties to the Goshen County Conditions of Road Use, through their duly authorized representatives, have executed this document on the day and date set forth below and certify that they have read and understood the Conditions as set forth herein

Dated: _____

Operator/Representative
Printed Name

Operator/Representative
Signature

Dated: _____

Goshen County Representative
Printed Name

Goshen County Representative
Signature