

LICENSE WITH THE UNIVERSITY OF WYOMING  
TO CONSTRUCT, USE & MAINTAIN WATER LINES IN  
THE PUBLIC RIGHT-OF-WAY

This License is granted this \_\_\_\_ day of \_\_\_\_\_ 2020, by the City of Laramie, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as "City") whose address is 406 Iverson Street, Laramie, Wyoming 82070, and the Trustees of the University of Wyoming, a body corporate duly organized and validly existing under the Constitution and the laws of the State of Wyoming, (hereinafter referred to as "Licensee"), whose address is 1000 E. University Avenue, Laramie, Wyoming 82071.

1. Purpose. Pursuant to Section 12.28.010 of the Laramie Municipal Code, it is City's desire to permit Licensee a license to construct, reconstruct, operate, maintain, repair and use below-grade water lines within the City right-of-way on Bradley Street between 11<sup>th</sup> Street and 10<sup>th</sup> Street. Specifically, the installation of a 8" fire service line and a 10" zone 2 domestic water line. The exercise of any of the privileges granted is subject to and constitutes acceptance of all of the following terms and conditions of this License.

2. Term. The term of this License is until the water lines or use of them is abandoned by Licensee.

3. Requirements Pertaining to Constructing, Maintaining, Use, and Removal of below-grade water lines.

A. Licensee may construct below-grade water lines, including underground water line conduits, and control conduits, in the City's public right-of-way within fifteen-foot (15 ft.) wide corridors with their centerlines described as follows and as shown on Exhibits 13.1 and 13.2:

Exhibits 2.1 and 2.2: A strip of land 16.97 feet in width, with a centerline beginning at a point on the east side of 10<sup>th</sup> Street, on the south curb line, on the southeast corner of Bradley Street and 10<sup>th</sup> Street on University of Wyoming property; thence extending west across the 10<sup>th</sup> Street Right-of-Way 90 feet, more or less, thence north extending 37 feet, more or less, thence east along Bradley Street 505 feet more or less, thence south 51 feet more or less, thence west 15 feet, thence north 36 feet more or less, thence west 123 feet more or less, thence south 25 feet, more or less, thence west 15 feet, more or less, then north 22 feet, more or less, then west 353 feet more or less, thence 20 feet south, more or less, terminating on University of Wyoming property 90 feet, more or less, west of the southwest corner of Bradley Street and 10<sup>th</sup> Street.

B. Licensee shall construct the water lines in conformance with specifications acceptable to City Engineer. Licensee shall bear the cost of any such installation and the cost of all such permitted construction, maintaining and removing,

LICENSE WITH THE UNIVERSITY OF WYOMING  
TO CONSTRUCT, USE & MAINTAIN, FIRE AND DOMESTIC ZONE 2 WATER LINES IN  
THE PUBLIC-RIGHT-OF-WAY

including the cost of all permits and inspections, and to obtain all related permits and inspections, paying all customary charges.

C. Licensee shall have the right of ingress to and egress from said water lines, which ingress and egress is limited to existing roads, where practicable; provided, Licensee shall grant authorized employees of City ingress and egress to the water lines at all times for the purposes of carrying out its responsibilities under the provisions of City code, and applicable state and federal laws.

D. Licensee shall own the water lines and agrees to assume full responsibility for all repairs and maintenance as required for the water lines and shall establish a procedure for maintaining the water lines in good condition.

E. Licensee shall submit to City Engineer a drawing demonstrating the size, type, dimensions and locations of the water lines. Said lines shall be located in a manner so as to not interfere with any other use or maintenance of the surface of the streets or sidewalks. Licensee shall provide City Engineer with an as constructed drawing of the installation within ten days after completing construction.

F. City streets and sidewalks shall be restored to their original construction to the satisfaction of the City Engineer.

G. Licensee is responsible for all subsurface testing, engineering, and construction. The installation must be designed and constructed so as to be the least impediment to pedestrian and vehicular traffic and consistent with sound engineering practice in the design.

H. Licensee shall maintain the water lines and adjoining surface so as not to interfere with vehicles or pedestrians, or cause any unsafe condition for vehicle or pedestrian traffic. Licensee shall be responsible for the water lines being maintained in such a condition as to not limit the visibility or in any other manner constitute a danger, hazard or public nuisance to vehicle or pedestrian traffic. Licensee shall be responsible for all damage done to the adjoining surfaces, whether from water lines installation, water lines use, maintenance and repair, and for all consequential damage resulting from damage to the water lines and its components. However, any damage caused to the water lines by City shall be the responsibility of City and City shall be further responsible for repairs and consequential damages. Whenever the water lines are removed from City property, consent of City to remove such shall be obtained, except in the case where removal is ordered or done by City.

I. Licensee agrees that during the period of construction, or any subsequent altering, removing or replacing, it will reclaim and restore the surface within the location

of the License or on adjacent lands removed or damaged due to construction and maintenance activities of the Licensee.

J. When a water line is removed by Licensee, the Licensee shall remove and reclaim the surface as close to their original condition as reasonably practicable to the satisfaction of the City Engineer.

K. If Licensee fails, neglects or refuses to maintain the facilities in accordance with the requirements herein, City after providing Licensee at least seven (7) days' notice by postage prepaid certified mail of such failure, neglect or refusal, and after allowing Licensee at least seven (7) days' to cure, may remove any or all portions of the facilities. Licensee shall pay any reasonable costs incurred by City for said removal.

L. All City sidewalks, curb, gutter, and street surface disturbed or damaged during the performance of any such construction or removal of the water lines shall be replaced at Licensee's expense to at least as good a condition as it was in before the work began, to the satisfaction of City Engineer. Should Licensee fail or refuse to replace sidewalks, curb, gutter, and street surface disturbed or damaged to the satisfaction of City Engineer, Licensee shall pay any reasonable costs incurred by City for such replacement, including compensation for professional or other services for such replacement, if necessary.

M. During or following an emergency created by man or natural phenomenon, City may take all necessary steps to remove the water lines or any portions that might impede traffic movement or endanger persons or property, without being responsible for continued maintenance, care or liability of the water lines.

#### 4. Special Provisions.

A. This is a license only. This License does not transfer any interest in real property or convey any rights not explicitly set forth herein. The privilege granted by this license is the bare privilege to use the designated portion of City property during the term of this license and no more.

B. The City makes no representation or warranty of any kind, including no representations or warranty about the condition of the subsurface or its ability to support the proposed installations.

#### 5. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

C. Compliance with Law. All parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this License.

D. Entirety of Agreement. This License, consisting of eleven (11) pages and one (1) attachment, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

E. Force Majeure. Neither party shall be liable for failure to perform under this License 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 God or 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

F. Assignment/Contract Not Used as Collateral. Licensee shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this License without the prior written consent of City. Licensee shall not use this License, or any portion thereof for collateral for any financial obligation.

G. Indemnification. Each party to this License shall assume the risk of any liability from its own conduct. Neither party agrees to insure, defend or indemnify the other.

H. Extension. Nothing in this License shall be interpreted or deemed to create an expectation that this License will be extended beyond the term described herein. Any extension of this License shall be initiated by City, and shall be effective only after it is reduced to writing and executed by all parties to the License.

I. Sovereign Immunity. City and Licensee do not waive sovereign immunity

by entering into this License, and specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

J. Governmental Claims. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

K. Termination. Either party may terminate this License without cause upon ninety (90) day notice to the other party. Licensee agrees that if at any time they fail to keep any term of this License, City may, without liability, immediately suspend or revoke this License. Upon revocation or expiration of this license, licensee shall within sixty (60) days remove the water lines from the property and restore the property to its original condition as reasonably practicable to the satisfaction of City Engineer. Removal and restoration is at the entire expense of Licensee. Upon termination of this License, City shall be responsible for all maintenance, care, and repairs of the hedge row, including any necessary water. This license is void if recorded.

L. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License. The parties to this License intend and expressly agree that only parties signatory to this License shall have any legal or equitable right to seek to enforce this License, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this License, or to bring an action for the breach of this License.

M. Time is of the Essence. Time is of the essence in all provisions of the License.

N. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.

O. Waiver. The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

IN WITNESS WHEREOF, the Laramie City Council has caused this License to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Licensee has signed and executed this License, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

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

Joe Shumway  
Mayor and President of the City Council

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

Nancy Bartholomew  
City Clerk

\_\_\_\_\_  
Date

**LICENSEE:**

**UNIVERSITY OF WYOMING:**

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

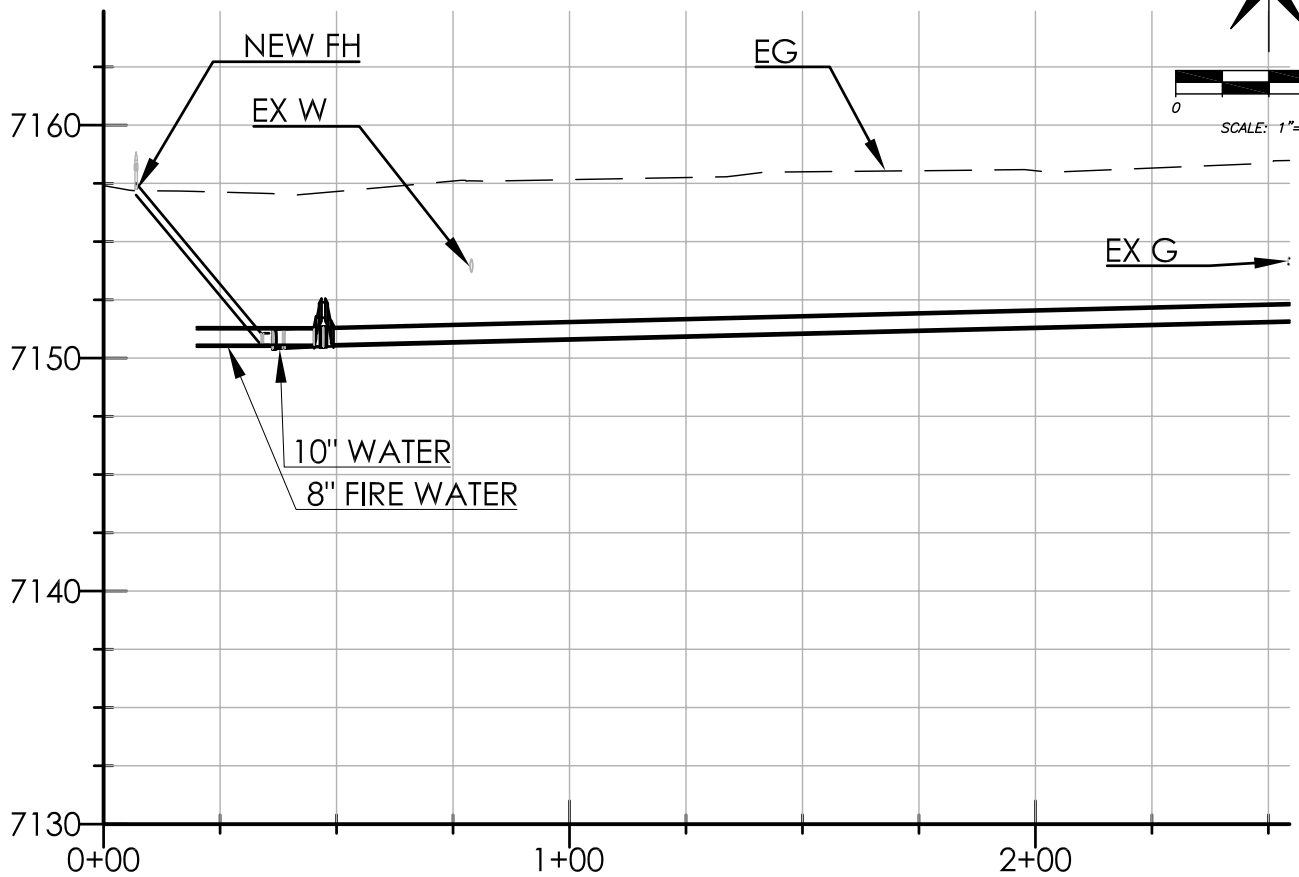
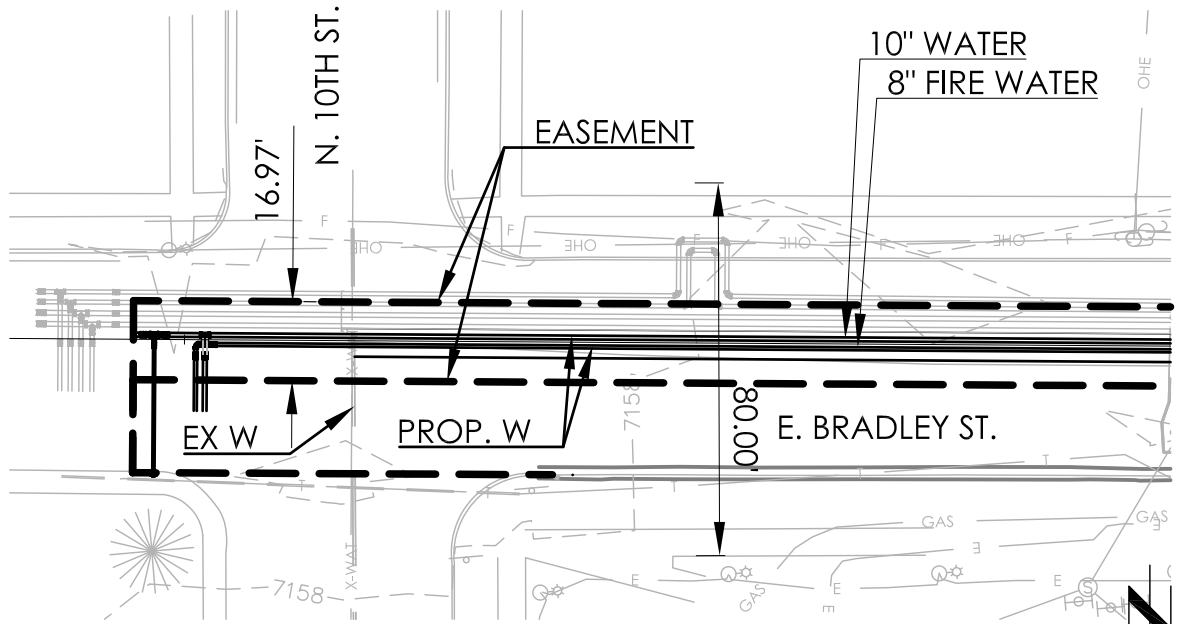
William Mai  
Vice President for Administration

\_\_\_\_\_  
Date

**APPROVED TO FORM:**

\_\_\_\_\_  
Paula Whaley  
University Office of General Counsel

\_\_\_\_\_  
Date



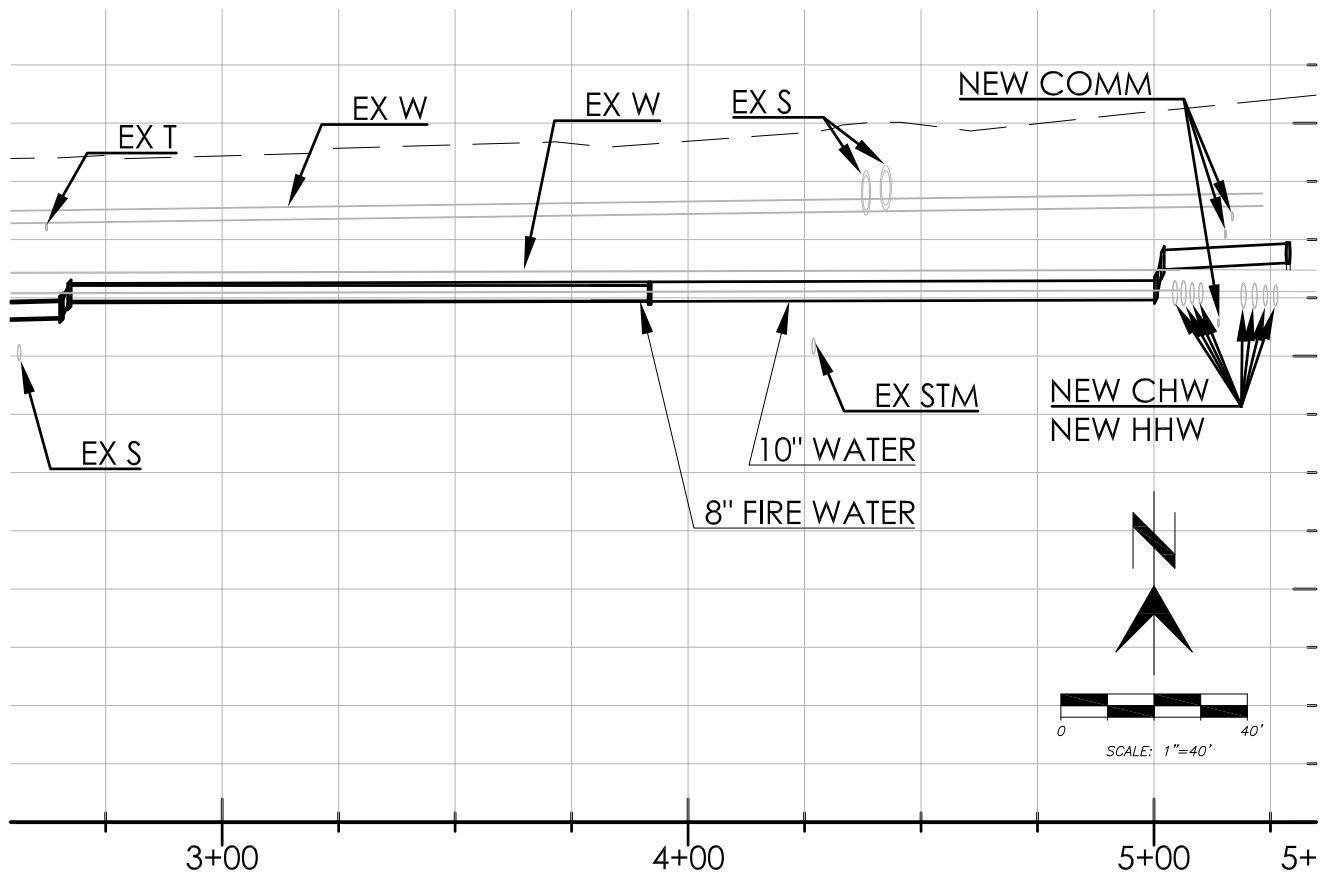
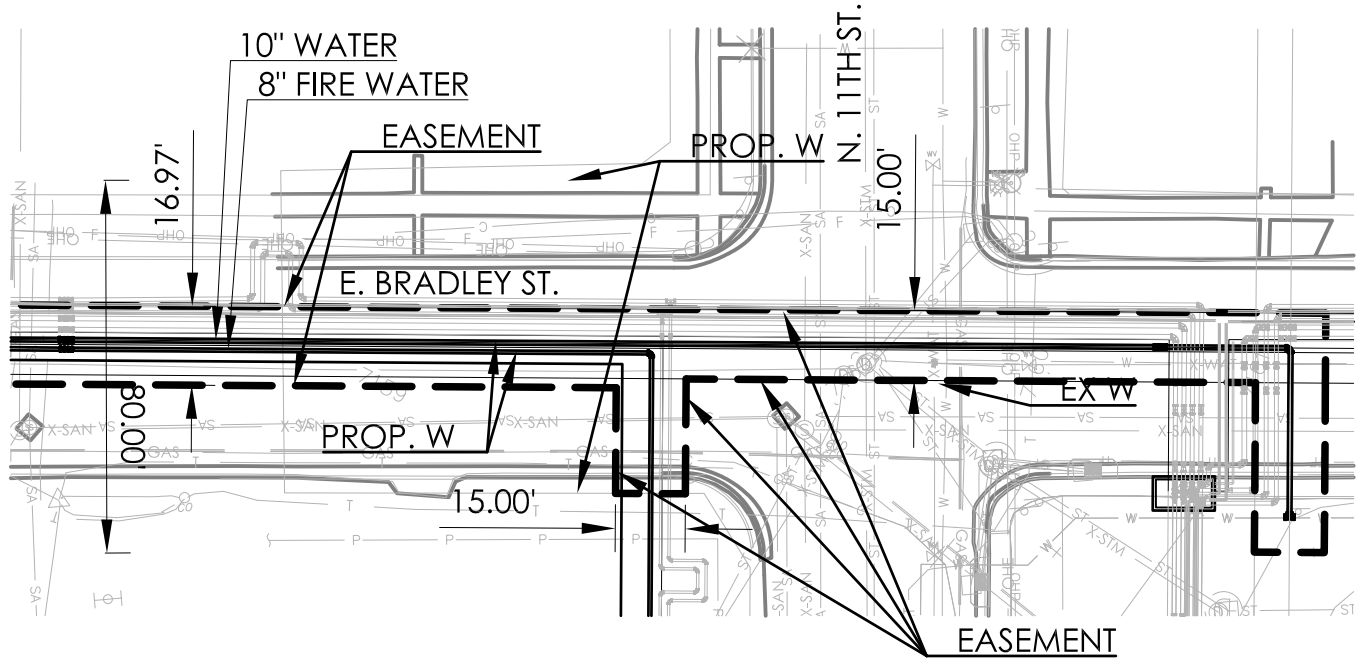
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**UNIVERSITY OF WYOMING**  
WEST CAMPUS SATELLITE PLANT  
EXHIBIT 2.1 WATER LINE  
E BRADLEY ST

PROJECT NO.	16051
DESIGN BY:	DCM
DRAWN BY:	DCM
CHECKED BY:	DCM
DATE:	2020.03.10



**GLHN**  
ARCHITECTS & ENGINEERS, INC

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**UNIVERSITY OF WYOMING**  
WEST CAMPUS SATELLITE PLANT  
EXHIBIT 2.2 WATER LINE  
E BRADLEY ST

PROJECT NO. 16051  
DESIGN BY: DCM  
DRAWN BY: DCM  
CHECKED BY: DCM  
DATE: 2020.04.05