

WYOMING DEPARTMENT OF TRANSPORTATION  
Form E-53  
MATERIALS AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2013, by and

between John E. Rice & Sons, Inc., DBA Wrench Ranch,  
Landowner's name(s) and address

247 Decker Road, Sheridan Wyoming 82801,

Landowner's name(s) and address

herein after referred to as "Landowner", and the Wyoming Department of Transportation,  
hereinafter referred to as "Department."

WITNESSETH:

WHEREAS, the Landowner is the owner of the following described land, to wit:

T56N R84W Section 4 S ½ NW¼ SW¼ N½ SW¼ SW¼

Material for Project IM-0901091 Sheridan North Indg. located in

Sheridan County, which land the Department believes to contain stone, gravel, sand of  
a quantity and quality desirable for use by the Department in construction and maintenance of  
transportation projects; and,

WHEREAS, the Department is desirous of obtaining the right to go upon said land to  
dig, drill, extract, search, explore and otherwise test said material for transportation  
purposes; and,

WHEREAS, the Department is also desirous of obtaining the right to go upon said land  
and to take there from said stone, sand, gravel or soil for the purpose herein stated;  
and,

WHEREAS, the Landowner is agreeable to granting the Department the exclusive right  
and privilege to enter upon said land for the herein above stated purposes.

IT IS FURTHER AGREED that if satisfactory and acceptable material is located on the  
Landowner's property, said Landowner does hereby sell to said Department all of the sand,  
stone, gravel or soil which said Department may remove from said parcel of land from the date

1. The premises will be left in a neat condition with backslopes no steeper than 1V to 3H.
2. Under the word "process" used herein above, it is contemplated that there may be cases wherein controlled emission of smoke, fumes, dust and odors will result. In such event, the Department, its assigns and contractors will control said emission and odors as required and in conformity with existing State and Federal anti-pollution laws.

3. Should the Landowner request that the said parcel of land not be reclaimed in whole or in part, Landowner agrees to do so in writing and is aware that by doing so, the Landowner will be required to secure any necessary permits. Unexpired permits obtained by the Department may be transferred to the owner.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY BOTH PARTIES HERETO THAT THE DEPARTMENT IN NO WAY GUARANTEES OR ASSURES THE LANDOWNER THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT ROYALTY PAYMENT TO THE LANDOWNER WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

This Agreement shall be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, I, we, have caused this Agreement to be executed on the day and year first herein above written.

By James Jellis V.P. John E Price & Sons, Inc.  
Landowner(s) (Corporate Seal Required if Applicable)

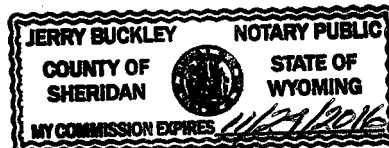
STATE OF WYOMING )  
COUNTY OF SHERIDAN )

ss.:

The foregoing instrument was acknowledged before me by ,

James Jellis , this 5 day of August , 2013 .

Witness my hand and official seal.



Jerry L Buckley  
Notary Public

11/29/16  
My commission expires:

WYOMING DEPARTMENT OF TRANSPORTATION

**NO. 2014-710377 AGREEMENT - LEGAL**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
CONNIE TUCKER 674-2331

By: Jerry L Buckley

Accepted 5/16 FOR MARK GILLET