

2014-/103// 2/7/2014 8:46 AM PAGE: 1 OF 3 BOOK: 545 PAGE: 465 FEES: \$18.00 PK AGREEMENT - LEGAL EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## WYOMING DEPARTMENT OF TRANSPORTATION Form E-53 MATERIALS AGREEMENT

THIS AGREEMENT, made and entered into this day of fugust, 20 13, 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			
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,			

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

and privilege to enter upon said land for the herein above stated purposes.

WHEREAS, the Landowner is agreeable to granting the Department the exclusive right

2014-710377 2/7/2014 8:46 AM PAGE: 2 OF 3 BOOK: 545 PAGE: 466 FEES: \$18.00 PK AGREEMENT - LEGAL EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

hereof until the date of , 20 17, at the price of 60 cents per ton, or 90 cents per cubic yard., giving and granting the Department the right to enter upon said parcel of land for the removal of said materials and to erect or construct thereon such machinery and equipment as in the judgment of the Department is necessary and proper to extract and remove from the said land and/or process the material herein purchased, the number of tons or cubic yards to be determined according to methods prescribed in the Standard Specifications For Road and Bridge Construction adopted by the State Transportation Commission and current at the time of the execution of this agreement and the further right to enter upon said parcel of land to remove any such equipment, machinery, or structures placed thereon by the Department.

THIS AGREEMENT is for removal of material for use on transportation projects and maintenance only and removal by any other persons including the Department's contractor or contractors for any purpose other than as herein provided, shall be under a separate agreement with the Landowner and only with prior written approval of the Department.

IT IS FURTHER AGREED by and between the parties hereto, that the Department shall have the right to haul material taken from said parcel of land, across land owned by the Landowner, on routes mutually agreeable to the parties hereto.

IT IS ALSO AGREED that the Landowner gives the Department the option to extend this Agreement for an additional year upon the same terms and conditions as herein set forth. The Department will exercise this option by notifying the Landowner in writing of its intention to do so prior to the termination of this Agreement.

IT IS FURTHER A	AGREED that any contractor operating under any	agreement or contract
with the Department t	hat will extract and remove said material, shall be	assigned the rights and
obligations by the Dep	artment under this Agreement, and will be permi	tted to use said parcel
of land to stockpile an	d/or properly process said material for highway pu	irposes. Compensation
for such right shall be right and other consider		and in addition to any

## **ADDITIONAL CONDITIONS:**

- 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.

2014-710377 2/7/2014 8:46 AM PAGE: 3 OF 3 BOOK: 545 PAGE: 467 FEES: \$18.00 PK AGREEMENT - LEGAL EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2014-710377 AGREEMENT - LEGAL EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

CONNIE TUCKER 674-2331

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 Cames Jellis V.P. John E. (Corporate Seal Requirements)	Pice y Sons Inc. uired if Applicable)
STATE OF WYOMING	
COUNTY OF SHERIDAN )	
The foregoing instrument was acknowledged before me by	· ,
James Jellis, this 5 day of	August, 2013.
Witness my hand and official seal.	JERRY BUCKLEY NOTARY PUBLIC COUNTY OF SHERIDAN WYOMING WY COMMISSION EXPRES
Jan Buckley  Notary Public  My cor	11/24/16 nmission expires:

WYOMING DEPARTMENT OF TRANSPORTATION