

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 N ½ SW¼ SW¼

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

Sheridan County, which land the Department believes to contain soil 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



hereof until the date of October 31, 2017, at the price of cents per ton, or 25 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 AGREED that any contractor operating under any agreement or contract with the Department that will extract and remove said material, shall be assigned the rights and obligations by the Department under this Agreement, and will be permitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for such right shall be and in addition to any right and other consideration stated herein.

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.

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 Rice & Sons, Inc
Landowner(s) (Corporate Seal Required if Applicable)

STATE OF WYOMING

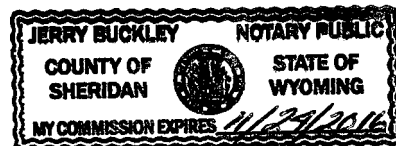
ss.:

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 L Buckley
Notary Public

11/29/16
My commission expires:

WYOMING DEPARTMENT OF TRANSPORTATION

NO. 2014-710378 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CONNIE TUCKER 674-2331

By: Debra Buckley
Scott J. Jellis FOR MARK GILBERT