

MATERIALS AGREEMENT

PROJECT NO. PREB-1706(8)
ROAD DESIGNATION Sheridan-Decker
COUNTY Sheridan

THIS AGREEMENT, made and entered into this 16th day of July,
19 84, by and between John E. Rice & Sons, Inc. Wrench Ranch, Sheridan, Wyoming 82801
(landowner's name and address)
hereinafter referred to as "Landowner", and the Wyoming State Highway Department, herein-
after referred to as "Department".

WITNESSETH:

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

EWING Sec. 15, T.56N. R84W of 6th P.M. Sheridan County Wyoming

which land the Department believes to contain ~~stone~~, ~~gravel~~, ~~sand~~ or soil of a quantity and
quality desirable for use by the Department in construction and maintenance of highway pro-
jects; 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 highway purposes; and,

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

WHEREAS, the Landowner is agreeable to granting to the Department the exclusive right
and privilege to enter upon said land for the hereinabove 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 November 1, 19 86, at the price of
1667 cents per ton, or twenty five (25) cents per cu. yd., giving and granting
the Department the right to enter upon said parcel of land for the removal of said material
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 accord-
ing to methods prescribed in the current edition of Specifications For Road and Bridge Con-
struction adopted by the State Highway Commission 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 highway 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 any 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.~~ (2)

Landowner agrees to negotiate extension of 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 -0- and in addition to any and other consideration stated herein.

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1, and shaped reasonably level with drainage.
2. Under the word "process" used hereinabove, 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 the existing State and Federal anti-pollution laws.
3. See attachment.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY THE 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' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

WYOMING STATE HIGHWAY DEPARTMENT

By [Signature]
D.W. EBY

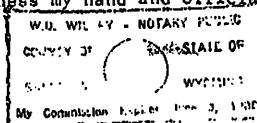
STATE OF Wyoming } ss.:
COUNTY OF Thermador

John E. Rice & Sons, Inc.
Jane Rice Whelton, Trust
Landowner(s)

The foregoing instrument was acknowledged before me by Jane Rice Whelton, Trust, this 16 day of July, 19 84.

C. J. Townsend
Judge

Witness my hand and official seal.



M. P. Wilkins
Notary Public

My commission expires: _____

PREB-1706(8)
Sheridan-Decker
Sheridan County Wyoming

3. Topsoil shall be stripped, stockpiled and replaced at a uniform depth over the disturbed area upon completion of the removal of produced material. Disturbed area shall be fertilized at the rate of forty lbs. available nitrogen/acre and reseeded at the rate of 14 lbs. P.L.S./acre with the following mix:

6 lb. Regar Brome
4 lb. Potomac Orchard Grass
1 lb. Timothy
3 lb. Sanfoill - Carrier

This mix will be x-drilled $\frac{1}{2}$ of mix each direction. Contractor to contact the Rice Ranch who will do the drilling.

4. Land will be fenced at all times after pit is opened (around land being worked and where gravel, etc. is stockpiled, also including the haul road). Fence will be the same as required for the Right of Way and remain when the Project is complete.
5. Gate into pit shall be locked during hours or days when pit is unattended by contractor or highway personnel.
6. All stockpiles shall be kept a minimum of 30 feet from all fences.
7. Haul road will be restricted to only one (1) thirty (30) foot travel way.