

Form E-53  
Rev. 3-1970

44/0

WYOMING STATE HIGHWAY DEPARTMENT

AGREEMENT

FILE NO.
23762

Page 1 of 3

PROJECT NO. RS-1703(2) Job No. CYVA  
COUNTY Sheridan  
NAME OF ROAD Big Horn - Red Grade

THIS AGREEMENT, made and entered into this 17th day of April, 1972, by and, between Frank Panetta, Joseph Panetta, and Walter Panetta of Sheridan, Wyoming hereinafter designated as the first party, and Wyoming State Highway Department, hereinafter designated as the second party.

WITNESSETH:

WHEREAS, the first party is the owner of the Lot 6 of Section 6, T.54 N., R.84 W., and NE 1/4 of Section 1, T.54 N., R.85 W. of 6th P.M., Sheridan County, Wyoming, which land is, by the second party, believed to contain stone, gravel, sand or soil of a quantity and quality desirable for use by the second party in construction and maintenance of highway projects; and,

WHEREAS, the second party 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; second party 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 first party is agreeable to granting to second party 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 first party's land, said first party does hereby sell to said second party all of the sand, stone, gravel or soil which said second party may remove from said parcel of land from the date hereof until the date of \_\_\_\_\_

December 31, 1974, at the price of \_\_\_\_\_ cents per ton,

or six (6) cents per cu. yd., giving and granting to said party 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 second party 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 (current edition) 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 second party.

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

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

IT IS ALSO AGREED that any contractor, operating under any agreement or contract with the second party that will extract and remove said material, shall be assigned the rights and obligations by the second party 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 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.
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, second party, its assigns and contractors, will control said emission and odors as required and in conformity with the existing state anti-pollution laws.
3. See Page 3 of 3 for additional conditions of this Agreement.

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

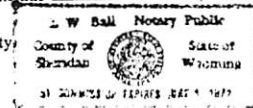
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 17<sup>th</sup> day of April, 1972.

[Signature]  
[Signature]  
Party of the First Part

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) ss.:

WYOMING STATE HIGHWAY DEPARTMENT  
By [Signature]  
Party of the Second Part

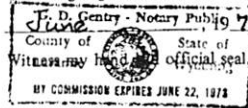
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 1972, as to first party:  
Witness my hand and official seal.



[Signature]  
Notary Public

STATE OF WYOMING )  
COUNTY OF LARAMIE ) ss.:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 1972 as to second party.



441

[Signature]  
Notary Public