

RECORDED OCTOBER 14, 1993 BK 361 PG 516 NO 151263 RONALD L. DAILEY, COUNTY CLERK

WYOMING DEPARTMENT OF TRANSPORTATION

MATERIALS AGREEMENT

Project: ROW-332(1)
Road: Sheridan Streets
Girls School
County: Sheridan

THIS AGREEMENT, made and entered into this 17 day
of May, 19 93, by and between MARY JOAN KRAMER,
hereinafter 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:

N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, T. 55N., R. 84W. and
N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, T. 55N., R. 84W. of the
6th P.M., 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 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 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 December 31, 1994,
at the price of \$0.25 per cubic yard for the "dirt run material,"
also known as borrow or fill material which may include sand
and/or gravel that may become intermixed with the "dirt run
material." It is further understood that if the Landowners

above-described property is used exclusively for extracting only sand and/or gravel for road construction, then the Department will pay \$0.50 per cubic yard for said material. 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 according to methods prescribed in the current edition of Specifications For Road and Bridge Construction adopted by the Transportation Commission of Wyoming 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.

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.

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 the Department, its assigns, and contractors, will control said emission and odors as required in conformity with the existing state and federal antipollution laws.

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 WITH THE FOLLOWING EXCEPTION:

The Department will guarantee that a minimum payment based on 4,000 cubic yards at \$0.25 per cubic yard for a total of \$1,000.00 to be paid to the Landowner regardless if the borrow material is actually removed for construction purposes. Payment will be made during construction as a royalty payment when 4,000 cubic yards of borrow material is removed or if no material is removed, then said minimum payment would be made at the end of construction.

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 DEPARTMENT
OF TRANSPORTATION

LANDOWNERS

BY: *R. Schulte*

Mary Joan Kramer

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

The foregoing instrument was acknowledged before me by

MARY JOAN KRAMER

MJ

, on

May 17, 19 93.

Witness my hand and official seal.

Barbara J. Wanka
Notary Public

My commission expires: 9-27-96

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