

Form E-106
Rev. 4-94

Wyoming Department of Transportation
HAUL ROAD AGREEMENT

PROJECT NO.: 90-1 (95) 10
ROAD DESIGNATION: 1-90
COUNTY: Sheridan

THIS AGREEMENT, made and entered into this 5th day of September, 1996, by and between Charles J. Jorgenson 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:

SW 1/4, SEC 28, T 57 N, R 84 W, and

WHEREAS, the Department is desirous of locating, constructing and operating a haul road across a portion of said property as shown on the attached Exhibit "A," which by this reference is made a part hereof, and

WHEREAS, the Landowner is agreeable to granting the Department the exclusive right and privilege to enter upon said land for the hereinabove stated purposes,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto, as follows:

1. The Department shall pay the sum of \$500.00 to the Landowner before entering upon the said property for the purposes stated herein.
2. The Landowner grants unto the Department, its employees, contractors or duly authorized representatives, permission to enter upon the foregoing property for the purpose of locating, constructing and maintaining a haul road at the location shown on Exhibit "A."
3. The Department shall use the said haul road for the sole purpose of transporting road building material for highway construction or maintenance of highways. The Landowner shall also have the right to use said haul road as long as such use does not interfere with use of said haul road by the Department for the purposes stated herein.
4. Upon the discontinuance of the use of the haul road, the Department shall leave said haul road in its existing condition, obliterate the haul road, or place the said property in its original condition less normal usage and wear according to the directions of the Landowner.
5. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors, heirs or assigns of the parties hereto.

6. The provisions of this Agreement shall be in force and operation from the date of this Agreement until December 31, 1997.

7. The parties further agree that the Department may exercise an option to extend the term of this agreement for one year for and in the consideration of \$500.00, said amount representing the consideration for the right to continue the above described operation during the option period. 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.

8. Landowner is to be notified before work begins.

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

WYOMING DEPARTMENT OF TRANSPORTATION

By

Larry A. Smith

Charles J. Jorgenson

Landowner(s)

(Corporate Seal Required if Applicable)

STATE OF WYOMING

SS.

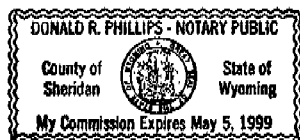
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COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me by Charles J. Jorgenson
this 4 day of

October, 1996.

Witness my hand and official seal.



Donald R. Phillips
Notary Public

My commission expires: May 5, 1999