

386
Wyoming Department of Transportation

FILE NO.

53341

HAUL ROAD AGREEMENT

RECORDED FEBRUARY 1, 2000 BK 412 PG 386 NO 338314 AUDREY KOLTISKA, COUNTY CLERK

PROJECT NO. PREA 1090 - 01 (106) & OTHER STATE PROJECTS

ROAD DESIGNATION I-90 INLAY

COUNTY SHERIDAN

THIS AGREEMENT, made and entered into this 1st day of JANUARY, 2000 by and between,

CHARLES J. JORGENSEN, (106 SOLDIER CREEK RD. SHERIDAN WYO 82801)

(Landowner's name 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:

AREAS WITHIN THE SW 1/4 SEC 28 & THE SE 1/4 SEC 29 TOWNSHIP 57 N RANGE 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 \$ 2500 To the Landowner before entering upon 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 in Exhibit "A".

3. The Department shall use the said haul road for the sole purpose of transporting road building materials 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 the use of said haul road by the Department for the purposes stated herein.

4. Upon 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 the parties successors, heirs or assigns.

6. The provisions of this Agreement shall be in force from the date of this Agreement until JANUARY 1, 2005.

7. The parties further agree that the Department may exercise the option to extend the term of this Agreement for one year for and in the consideration of \$ 500, 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. The Landowner shall be notified before commencement of operations stipulated in this Agreement.

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

By *[Signature]*
WYOMING DEPARTMENT OF TRANSPORTATION

By *[Signature]*
Landowner(s)
(Corporate Seal Required if Applicable)

STATE OF WYOMING,
COUNTY OF SHERIDAN,

520-52-1163
SS.: Tax I.D./Social Security #

The foregoing instrument was acknowledged before me by Charles J. Jorgenson,
this 21 day of JAN, 19 2000.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: 12/8/2001