

STOCKPILING AGREEMENT

PROJECT NO. SC-CFM 3-57

ROAD DESIGNATION Various County Roads

COUNTY Sheridan

THIS AGREEMENT, made and entered into this 20 day of January

19 83, by and between Paul A. Nicholson, Parkman, WY 82838 (Landowner's name and address)

hereinafter referred to as "Landowner", and the Wyoming State Highway Department, herein-

WITNESSETH:

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

E½ NW¼ Sec. 27 & W½ NW¼ Sec. 26, T58N, R88W

; and,

WHEREAS, the Department is desirous of obtaining the right and privilege to enter upon said land for the purpose of hauling materials to the land, storing of materials on the land, performing certain operations such as mixing and processing sand, gravel and other road building materials and removing these materials from said land; 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, for and in consideration of the sum of \$2,500.00

the Landowner does hereby grant to the Department the right to enter upon said premises for the purpose of hauling to said premises, stock piling and storing, processing and subsequent removal therefrom certain road building materials. Said grant to extend from date hereof until January 7th, 19 88

IT IS FURTHER MUTUALLY AGREED by and between the parties hereto, that the right to so enter upon said premises and perform the above described operation, is an exclusive right given for valuable consideration to the Department, and said Department is hereby declared to be entitled to the full enjoyment thereof during the time hereinabove stated and the Landowner will not do anything to restrict the above described operation.

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.

ADDITIONAL CONDITIONS:

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1. 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.
2. Upon removal of material, the area shall be smoothed, topsoil replaced and seeded with dry land pasture mix at the rate of 12 lbs/acre.

This Agreement shall be binding on the parties' 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 *E.P. Dyer*
District Engr

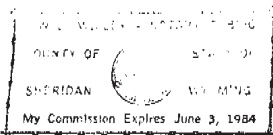
Paul A. Nicholson
Paul A. Nicholson
Landowner(s)

STATE OF Wyoming
COUNTY OF Sheridan SS.:

The foregoing instrument was acknowledged before me by C.J. Toner,

Paul Nicholson, this 7th day of
January, 19 83.

Witness my hand and official seal.



Paul D. [Signature]
Notary Public

My commission expires: _____