

MATERIALS AGREEMENT

Wyoming State Highway Department

PROJECT NO. SC-CFM 3-57

ROAD DESIGNATION Various County Roads

COUNTY Sheridan

THIS AGREEMENT, made and entered into this 7th 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-
after referred to as "Department".

WITNESSETH:

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

SW 1/4 NE 1/4, Sec. 27 & W 1/2 NW 1/4, Sec. 26, T58N, R88W

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 pro-
jects; 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 January 7th, 19 85, at the price of
\$0.50 per ton, or cents per cu. yd., 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 accord-
ing to methods prescribed in the current edition of Specifications for Road and Bridge Con-
struction 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 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. 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 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.
3. Topsoil shall be stockpiled & spread evenly over disturbed area after removal of material.
4. Disturbed area shall be reseeded with dry land pasture mix at the rate of 12 lbs/acre.

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.

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 STATE HIGHWAY DEPARTMENT

By Paul Nicholson

Paul Nicholson

Landowner(s)

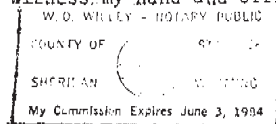
STATE OF Wyoming) ss.:
COUNTY OF Sheridan

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.



W.D. Wiley
Notary Public

My commission expires: _____