

RECORDED FEBRUARY 14, 1990 BK 333 PG 35 NO 50108 RONALD L. DAILEY, COUNTY CLERK

Form E-106
Rev. 11-86

Wyoming State Highway Department

HAUL ROAD AGREEMENT

PROJECT NO. PREB-4403(3) West 5th Str.
PREB-332(1) Big Horn Ave. So.
PREB-334(1) Brundage Lane
ROAD DESIGNATION IR-90-1(61)14 Sh. North & South
and various projects.
COUNTY Sheridan

THIS AGREEMENT, made and entered into this _____ day of December,
19 89, by and between John E. Rice & Sons, Inc.
(landowner's name and address)
hereinafter referred to as "Landowner", and the Wyoming State Highway Department, hereinafter referred to as
"Department."

WITNESSETH:

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

SE 1/4 Sec. 8, and that portion of land in Sec. 9, T 56N, R 84W, shown on sheet 2.

_____ ; 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 five hundred dollars (\$500.00)

_____ to the Landowner before entering upon the said property for the purposes stated herein. Payment will be made during the year (or years) haul road is used.

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 _____
the Materials Agreement is terminated. 19 XX.

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 (See condition #1 and #6), 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 haul road shall be restricted to a width of 30'.

9. The haul road will be obliterated and the area reclaimed upon release of the pit if the landowner requests. Reclamation will have the same requirements as stipulated in the Materials Agreement.

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

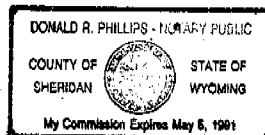
By *[Signature]*

Billy Woolston
John E. Lee 1500 Inc.
 Landowner(s)
 (Corporate Seal Required if Applicable)

STATE OF Wyoming SS:
 COUNTY OF Sheridan

The foregoing instrument was acknowledged before me by Billy Woolston,
 this 12 day
 of February, 19 90

Witness my hand and official seal.



Donald R. Phillips
 Notary Public

My commission expires: May 5, 1991

