



WYOMING DEPARTMENT OF TRANSPORTATION
Form E-53
MATERIALS AGREEMENT

THIS AGREEMENT, made and entered into this 27 day of October, 2014, by and

between System Land, LLC c/o Don Roberts - Manager,

Landowner's name(s) and address

20 Pine Lane, Sheridan WY 82801,

Landowner's name(s) 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:

NE¼ of NE¼ of SW¼ Section 28 T56N R84W

located in

Sheridan County, 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 transportation projects; 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 transportation purposes; and,

WHEREAS, the Department is also desirous of obtaining the right to go upon said land and to take there from said stone, sand, gravel or soil for the purpose herein stated; and,

WHEREAS, the Landowner is agreeable to granting the Department the exclusive right and privilege to enter upon said land for the herein above 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 December 31st, 2016, at the price of 60 cents per ton, or 90 cents per cubic yard., giving and granting the Department the right to enter upon said parcel of land for the removal of said materials 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 according to methods prescribed in the *Standard Specifications For Road and Bridge Construction* adopted by the State Transportation Commission and current at the time of the execution of this agreement 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 transportation 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 land owned by the Landowner, on routes mutually agreeable to the parties hereto.

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 access the material stockpile. The borrow material for this agreement is already stockpiled on the described land and will be hauled from the stockpile to Project U330008 with no processing at the stockpile location.

ADDITIONAL CONDITIONS:

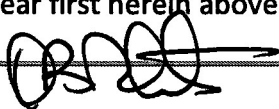
1. The premises will be left in a neat condition with backslopes no steeper than 1V to 3H.
2. Under the word "process" used herein above, it is contemplated that there may be cases wherein controlled emission of smoke, fumes, dust and odors will result. In such event, the Department, its assigns and contractors will control said emission and odors as required and in conformity with existing State and Federal anti-pollution laws.
3. Should the Landowner request that the said parcel of land not be reclaimed in whole or in part, Landowner agrees to do so in writing and is aware that by doing so, the Landowner will be required to secure any necessary permits. Unexpired permits obtained by the Department may be transferred to the owner. Land is to be reclaimed.



IT IS DEFINITELY UNDERSTOOD AND AGREED BY BOTH 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' successors and assigns.

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

By 
Landowner(s) (Corporate Seal Required if Applicable)

STATE OF Wyoming)
COUNTY OF Sheridan) ss.:

The foregoing instrument was acknowledged before me by ,

Donald Roberts , this 3 day of November , 2014.


Witness my hand and official seal.



Diane T. Malkuch
Notary Public

July 6, 2015
My commission expires:

WYOMING DEPARTMENT OF TRANSPORTATION

By:  11/13/14