

Form E-53
Rev. 3-1970

WYOMING STATE HIGHWAY DEPARTMENT

468 AGREEMENT

FILE NO.
23761

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PROJECT NO. RS-1703(2) Job No. CYVACOUNTY SheridanNAME OF ROAD Big Horn - Red Grade

THIS AGREEMENT, made and entered into this 22nd day of May, 19 72, by and, between Victor and Phyllis Miller Garber of Big Horn, Wyoming hereinafter designated as the first party, and Wyoming State Highway Department, hereinafter designated as the second party,

WITNESSETH:

WHEREAS, the first party is the owner of the SW 1/4 SW 1/4 Section 13, T. 54 N., R. 85 W. of Sixth P.M., Sheridan County, Wyoming which land is, by the second party, believed to contain stone, gravel, sand or soil of a quantity and quality desirable for use by the second party in construction and maintenance of highway projects; and,

WHEREAS, the second party 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; second party 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 first party is agreeable to granting to second party 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 first party's land, said first party does hereby sell to said second party all of the sand, stone, gravel or soil which said second party may remove from said parcel of land from the date hereof until the date of _____

December 31, 19 74, at the price of eight (8) cents per ton, or twelve (12) cents per cu. yd., giving and granting to said party 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 second party 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 (current edition) 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 second party.

THIS AGREEMENT, is for removal of material for use on highway projects and maintenance only and removal by any other persons including the Highway Department's contractor or contractors for any purpose other than as herein provided, shall be under a separate agreement with the first party and only with written approval of the second party.

IT IS FURTHER AGREED by and between the parties hereto, that the second party shall have the right to haul material taken from said parcel of land, across any land owned by the first party, on routes mutually agreeable to the parties hereto.

IT IS ALSO AGREED that any contractor, operating under any agreement or contract with the second party that will extract and remove said material, shall be assigned the rights and obligations by the second party 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 ^(150.00) ~~fifty dollars~~ 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, second party, its assigns and contractors, will control said emission and odors as required and in conformity with the existing state anti-pollution laws.
3. See Page 3 of 3 for additional conditions of this Agreement.

IT IS DEFINITELY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE SECOND PARTY IN NO WAY GUARANTEES OR ASSURES THE FIRST PARTY THAT ANY MATERIAL, WHETHER DESIRABLE OR NOT, WILL BE REMOVED IN MEASURABLE QUANTITIES FROM SAID PREMISES; THAT PAYMENT TO THE FIRST PARTY WILL BE MADE ONLY IF MATERIAL IS ACTUALLY REMOVED IN MEASURABLE QUANTITIES.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 22nd day of MAY, 1972.

Victor Harper
Phyllis Miller Harper
Party of the First Part

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.:

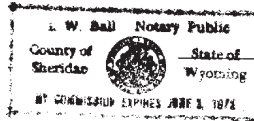
WYOMING STATE HIGHWAY DEPARTMENT
By M. Lucas
Party of the Second Part

The foregoing instrument was acknowledged before me this 22nd day of

MAY, 1972, as to first party.

Witness my hand and official seal.

STATE OF WYOMING)
COUNTY OF Laramie) ss.:



J. A. Ball
Notary Public

The foregoing instrument was acknowledged before me this 1st day of

JUNE, 1972, as to second party.



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[Signature]
Notary Public

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WYOMING STATE HIGHWAY DEPARTMENT

AGREEMENT

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PROJECT NO. RS-1703(2) Job No. CYVA

COUNTY Sheridan

NAME OF ROAD Big Horn - Red Grade

AGREEMENT DATED May 22, 1972

PARTY OF FIRST PART Victor and Phyllis Miller Garber of Big Horn, Wyoming
(LANDOWNER)

ADDITIONAL CONDITIONS OF AGREEMENT

1. Necessary cattleguard and temporary fences for control of livestock shall be placed and maintained at the expense of the Contractor.
2. Any damages by the Contractor to fences, ditches, and road in place shall be repaired, and said fences, ditches, and road in place restored by Contractor to state and condition they were in before the project was opened.
3. All rejected oversize rock will be stockpiled at the pit site for use by the Landowner.
4. Pit area shall have topsoil placed back on it and shall be reseeded at a rate not to exceed sixteen (16) pounds per acre. Type and blend of seed at the request of the Landowner shall be pasture mix (dry land) without brome.