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**Wyoming State Highway Department**

RECORDED FEBRUARY 14, 1990 BK 333 PG 38 NO 50109 RONALD L. DAILEY, COUNTY CLERK

**STOCKPILING AGREEMENT**

PROJECT NO. PREB-4403(3)  
PREB-332(1)  
PREB-334(1)  
IR-90-1(61)14 &  
ROAD DESIGNATION 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, herein-  
after referred to as "Department".

WITNESSETH:

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

NW 1/4 Sec. 9, T 56N, R 84W.

\_\_\_\_\_ ; 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 five hundred dollars  
(\$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 the Materials Agreement is terminated kxxxxx.

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 (see additional conditions), 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:

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. Payment for such land described used as plantsite shall be made each year the site is in use.

3. Reclamation including topsoil removal and replacement, seeding, fertilizer, and mulch shall be in accordance with stipulations as outlined in the Materials Agreement.

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

[Signature]

Billy Woolsten  
John E. Rice & Sons, Inc.  
Landowner(s)

STATE OF

Wyoming

COUNTY OF

Sheridan

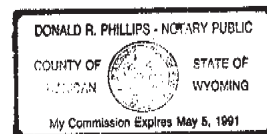
ss.:

The foregoing instrument was acknowledged before me by Billy Woolsten,

this 12 day of

February, 19 90.

Witness my hand and official seal.



Donald R. Phillips  
Notary Public

My commission expires: May 5, 1991