

Wyoming State Highway Department

RECORDED FEBRUARY 14, 1990 BK 333 PG 32 NO 50107 RONALD L. DAILEY, COUNTY CLERK

MATERIALS AGREEMENT

PROJECT NO. PREB-4403(3) West 5th Str.
PREB-332(1) Big Horn Ave. South
PREB-334(1) Brundage Lane
IR-90-1(61)14 Sheridan North & South
ROAD DESIGNATION 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, herein-
after referred to as "Department".

WITNESSETH:

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

N $\frac{1}{2}$ Sec. 17, SE $\frac{1}{4}$ Sec. 8, SW $\frac{1}{4}$ Sec. 9, T56N, R84W.

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 ~~85 cents~~ which said Department may remove from said parcel of land from the
date hereof until the date of December, 19 91, at the price of
fifty (50) cents per ton, or seventy-five (75) 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 place 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 five hundred dollars (\$500.00) 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. For additional conditions, see attached page 2.

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 [Signature]

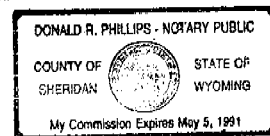
STATE OF Wyoming) ss.:
COUNTY OF Sheridan

[Signature]
John E. Via
Landowner(s)

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

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4. Material shall be removed and hauled to a separate location agreed to by the landowner. (See Plantsite Agreement) for further processing.
5. Topsoil and overburden shall be stripped and stockpiled separately for reclamation of the site.
6. Following completion of each project, the depleted pit area shall be reclaimed by blending of slopes to no steeper than 3:1. Overburden and topsoil shall be replaced, and the disturbed area mulched and fertilized at a rate shown on the plans. The area will then be reseeded with a dryland pasture mix at a rate of ~~18~~ 18 ^{lbs} lbs. (P.L.S) per acre. The mix shall consist of the following, or as approved by the landowner:

Lincoln Smooth Brome,	4 lbs. Pure Live Seed/Acre
Oahe Intermediate Wheatgrass,	3 lbs. Pure Live Seed/Acre
Fairway Crested Wheatgrass,	7 lbs. Pure Live Seed/Acre
Russian Wildrye,	2 lbs. Pure Live Seed/Acre
<i>SPREADER II ALFALFA</i>	<i>2 lbs. Pure Live Seed/Acre</i>
7. A temporary fence (metal posts) shall be constructed around the site in use to prevent cattle from getting in. The fence shall be left in place following completion of the project to become the property of the landowner.
8. The Rice Ranch Inc., will be informed by the Wyoming Highway Department of the hours of operation, and who will be using the area.
9. Should State owned land royalties in adjacent areas escalate in price, the price of material from this agreement will increase by the same percentage.