

640
Wyoming Department of Transportation

MATERIALS AGREEMENT

FILE NO.
54486

RECORDED APRIL 16, 1999 BK 404 PG 640 NO 314551 AUDREY KOLTISKA, COUNTY CLERK

PROJECT NO. PREB-1703 (9) & Other Various Projects

ROAD DESIGNATION BIG HORN ROAD

COUNTY SHERIDAN

THIS AGREEMENT, made and entered into this 1st day of MARCH 19 99, by and between

EDWARD R. SCHUNK, CO-OWNER, EDWARD R. SCHUNK REV. TRUST, P.O. BOX 31, BIG HORN WY. 82833

(Landowner's name 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:

E 1/4 SE 1/4 NE 1/4 SECTION 32 & W 1/4 SW 1/4 NW 1/4 SECTION 33, TOWNSHIP 55 N RANGE 84 W

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 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 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 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 or overburden which said Department may remove from said parcel of land from the date hereof until the date of MARCH 1st, 20 01, at the price of 50 cents per ton, or 75 cents per cu. yd. for said sand, stone or gravel and 25 cents per cu. yd. for overburden, 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 current edition of Specifications for Road and Bridge Construction 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 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 on the route as designated on the attachment, as 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 two years 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
and remove said material, shall be assigned the rights and obligations by the Department under this Agreement, and will
emitted to use said parcel of land to stockpile and/or properly process said material for highway purposes. Compensation for
ch right shall be \$320.00 per acre per year of use and in addition to any right and other consideration stated herein.

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with back slopes no steeper than 4 to 1 or flatter.
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 existing State and Federal antipollution laws.
3. See the attachment addendum for additional conditions.

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 hereinabove
written.

By: Timothy E. Schland
WYOMING DEPARTMENT OF TRANSPORTATION

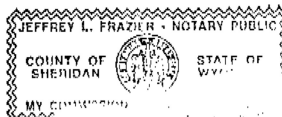
By: Edward R. Schunk Rosemary B. Schunk
Landowner(s)
(Corporate Seal Required if Applicable)

STATE OF WYOMING
COUNTY OF SHERIDAN

492 44 8092
ss.: Tax I.D./Social Security #

The foregoing instrument was acknowledged before me by Edward R. Schunk Rosemary B. Schunk, this 13 day of April, 19 99.

Witness my hand and official seal.



Jeffrey L. Frazier
Notary Public

My commission expires: Dec 8 2001