

Form E-51  
Rev. 3-76

Wyoming State Highway Department

PLANTSITE &

STOCKPILING AGREEMENT

RECORDED MARCH 18, 1994 BK 364 PG 535 NO 163119 RONALD L. DAILEY, COUNTY CLERK

PROJECT NO. IM-90-1(86)29 & IM-90-1(87)28

ROAD DESIGNATION Sheridan South

COUNTY Sheridan

THIS AGREEMENT, made and entered into this 28th day of February,  
19 94, by and between Stella M. Barker and Mary V. Hutton, P.O.Box 888, Sheridan,  
(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:

SW1/4, Section 24, T56N, R84W (The total area utilized will contain approximately  
15 acres of land). 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 \$1500.00 per year

, 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 February 28, 19 96.

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 \$1500.00  
, said amount representing the consideration for  
the right to continue the above described operation during the option period. The Depart-  
ment 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:

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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.

See attached sheet for additional conditions.

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]

Stella M. Barker

Mary V. Hutton  
Landowner(s)

STATE OF Wyoming

COUNTY OF Sheridan

ss.:

The foregoing instrument was acknowledged before me by Stella M. Barker,

Mary V. Hutton, this 28th day of

February, 1994.

Witness my hand and official seal.

Rita M. Barker

Notary Public

My commission expires: April 6, 1994



#### ADDITIONAL CONDITIONS

1. Under the word "process used hereinabove, it is contemplated that there may be caused 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. Within the area to be used on this project, the topsoil shall be stripped and stockpiled separately for final site reclamation.
3. Following completion of the project, the area will be reshaped as necessary to blend slopes to no steeper than 3:1. Original ground contours will be reseeded as much as possible unless otherwise requested by the landowners.
4. Topsoil shall then be replaced and all disturbed areas mulched and fertilized. The area will then be reseeded with a dryland pasture mix. Rates of application shall be as shown in the contract plans.
5. The area will be fenced with a temporary fence (metal posts) prior to 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, and removed by the landowner at their discretion. The temporary fence shall be 4 barbed wire.
6. The approach road entrance at the highway shall be gated and locked when not in use. A separate lock and key will be provided to the landowner. Following completion of use of the area, the haul road and approach will be obliterated and reclaimed as described in items 3 and 4.