

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 \$ 50.00 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. Topsoil to be stockpiled and then replaced over pit area.

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 25th day of July, 19 68.

Lester Pape

Mary H. Pape
Party of the First Part

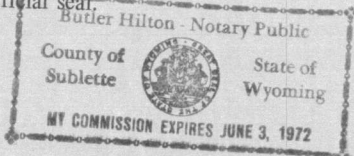
STATE OF WYOMING)
COUNTY OF _____) ss.:

WYOMING STATE HIGHWAY DEPARTMENT

By A. E. Sutton
Party of the Second Part

The foregoing instrument was acknowledged before me this 25th day of July, 19 68, as to first party.

Witness my hand and official seal.

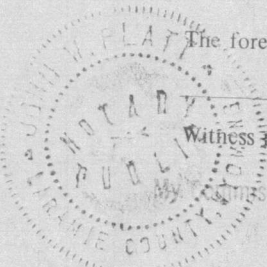


Butler Hilton
Notary Public

STATE OF WYOMING)
COUNTY OF Laramie) ss.:

The foregoing instrument was acknowledged before me this JUL 30 1968 day of _____, 19 _____ as to second party.

Witness my hand and official seal.



John W. Platt
Notary Public