

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. 273

ADDITIONAL CONDITIONS:

1. The premises will be left in a neat condition with backslopes no steeper than 3 to 1.

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 17th day of September, 1968

George D. Marz
Party of the First Part

WYOMING STATE HIGHWAY DEPARTMENT

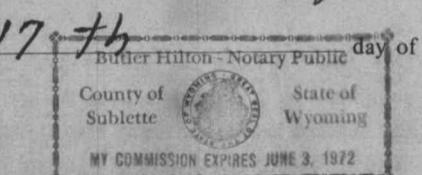
By *D. D. Staff*
Party of the Second Part

STATE OF WYOMING)
COUNTY OF Laramie) ss.:

The foregoing instrument was acknowledged before me this

September, 1968 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

Sept., 1968 as to second party.

Witness my hand and official seal.

My Commission expires August 28, 1969

Carl J. Carmichael
Notary Public