

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 \_\_\_\_\_ 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.

Topsoil to be removed and stockpiled and to be replaced over pit area after it has been shaped and cleaned up.

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 7th day of August, 19 70.

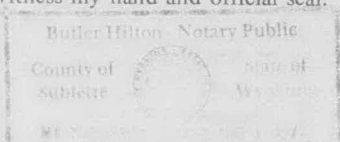
Lester Pape  
Mary H. Pape  
Party of the First Part

STATE OF WYOMING )  
COUNTY OF \_\_\_\_\_ ) ss.:

WYOMING STATE HIGHWAY DEPARTMENT  
By [Signature]  
Party of the Second Part

The foregoing instrument was acknowledged before me this 7th day of August, 19 70, as to first party.

Witness my hand and official seal.

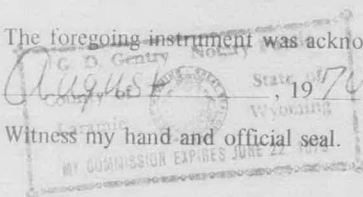


STATE OF WYOMING )  
COUNTY OF Laramie ) ss.:

Butler Hilton  
Notary Public

The foregoing instrument was acknowledged before me this 11th day of August, 19 70, as to second party.

Witness my hand and official seal.



[Signature]  
Notary Public