

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.
This agreement to apply to all material obtained from beyond the right-of-way lines by flattening slopes or daylighting. Will also apply to ditch changes made outside of right-of-way when material is used in roadway embankment.
- 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, second party, its assigns and contractors, will control said emission and odors as required and in conformity with the existing state anti-pollution laws. Strippings to be replaced on all cut slopes and daylight areas outside of the R-W lines.

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 December, 1970.

William Bloom

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 17th day of December, 1970, 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 28th day of Dec, 1970, as to second party.



G. D. Gentry
Notary Public