

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 removed; stockpiled and replaced after pit area has been cleaned up.
3. Pit area to be seeded with smooth brome grass.
4. Temporary fence to be constructed around pit area during grading.

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 27th day of July, 1971

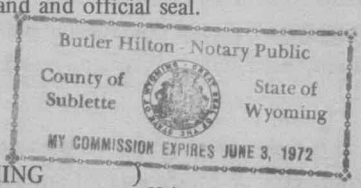
Signature of Jake P. Fischer
Party of the First Part

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

STATE OF WYOMING)
COUNTY OF) ss.:

The foregoing instrument was acknowledged before me this 27th day of July, 1971, as to first party.

Witness my hand and official seal.

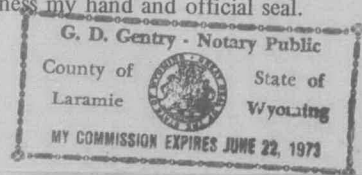


Signature of Butler Hilton
Notary Public

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.:

The foregoing instrument was acknowledged before me this 10th day of Aug., 1971 as to second party.

Witness my hand and official seal.



Signature of G. D. Gentry
Notary Public