

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 will be removed; stockpiled; and replaced over pit area. Pit will be seeded.
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.

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 22nd day of February, 1972.

*Joseph R. Wardell*

Party of the First Part

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

WYOMING STATE HIGHWAY DEPARTMENT

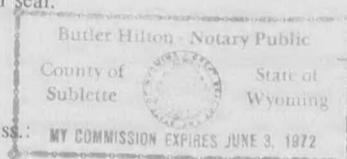
By *R. Lucas*  
Party of the Second Part

The foregoing instrument was acknowledged before me this

22nd day of

Feb., 1972, as to first party.

Witness my hand and official seal.

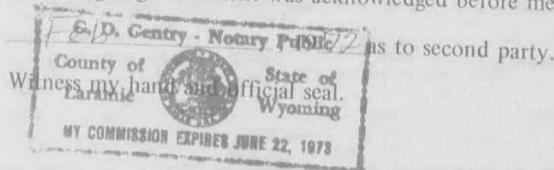


*Butler Hilton*  
Notary Public

STATE OF WYOMING )  
COUNTY OF Laramie ) ss.:

The foregoing instrument was acknowledged before me this

23rd day of



*S. D. Gentry*  
Notary Public