

AGREEMENT

This Agreement made this 30th day of March, 2016, by and between Bent County, by and through its Board of County Commissioners (hereinafter "County"), and Dale Kortz (hereinafter "Kortz") governing the terms and conditions of this Agreement for the access rights over the Kortz real property, and if necessary, the use of dirt by the County from Kortz property.

WITNESSETH

WHEREAS, Kortz is the owner of certain real property bordering real property acquired by the County consisting of a gravel pit (*See Exhibit A – Legal Description*); and

WHEREAS, the gravel pit requires reclamation which cannot be completed without an agreement for access rights over and upon bordering parcels of land; and

WHEREAS, the parties agree that the gravel pit shall be reduced in size to the point no augmentation water is required through the use of dirt from the site; and

WHEREAS, Kortz agrees to allow the County and/or any agents of the County temporary access over their real property for purposes of completing reclamation and reducing the size of the gravel pit; and

WHEREAS, Kortz agrees that the County shall have the right to take and use the overburden stockpile dirt from Kortz property to complete the reclamation and size reduction of the gravel pit; and

WHEREAS, the County agrees to provide a second right of refusal for the purchase of the gravel pit, once reclamation has been satisfactorily completed; and

WHEREAS, as consideration for this Agreement, the County shall construct a new fence on the North side of said real property as close to the property line as possible which is the section line between Sections 5 and 8; and

WHEREAS, the County has determined that this Agreement shall serve lawful purposes of Bent County,

NOW THEREFORE, IN CONSIDERATION of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties agree as follows:

1. The County and/or the County's agents shall have the temporary right to access over and upon the Kortz property for purposes of reclamation and reducing the size of the gravel pit.
2. It is not anticipated that additional fill dirt other than the existing overburden stockpile will be necessary to complete reclamation and eliminate the need for augmentation. If

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additional material is required, no additional fill material will be removed or disturbed on the Kortz property without further agreement and the written permission of Kortz.

3. The County grants to Kortz second right of refusal on the purchase of the gravel pit under mutually agreeable terms.
4. The County shall construct a fence between the Kortz property and the gravel pit after reclamation is completed or as soon as practical. The fence will be erected on the property line as indicated by an acceptable survey. A fence shall be maintained to allow the continuous grazing of Kortz pasture during the reclamation until the permanent fence can be constructed on the North property line.
5. If Kortz exercises the second right of refusal on the purchase of the real property, and should augmentation be necessary, Kortz agrees to purchase the water shares necessary to meet augmentation requirements.
6. The County agrees to make available an adequate number of Lower Arkansas Water Management Association (LAWMA) preferred water shares necessary for augmentation at \$8,000.00 per share.
7. If Kortz exercises the second right of refusal, the Parties agree that it is in both Parties' best interest to reduce the size of the gravel pit to the point that no augmentation is required by utilizing dirt from the site. The Parties agree to further this interest through future agreements.
8. The term of this Agreement shall be for the time necessary to complete reclamation of the site and adequately reduce the size of the gravel pit.
9. The second right of refusal shall not expire unless Kortz refuses to exercise said right of refusal under mutually agreeable terms.
10. The County shall provide a certificate of insurance including Dale Kortz as a named insured for reclamation covering the County and their agents at a minimum of one million per occurrence and two million aggregate.
11. This agreement shall be binding and shall inure to the benefit of the heirs, devisees, personal representatives, successors in interest, and assigns of the County and Kortz.
12. The promises and conditions of this Agreement constitute the entire agreement by and between the County and Kortz and is intended to supersede all previous agreements; either verbal or written, between the County and Kortz with respect to the matters contained herein.

BENT COUNTY BOARD OF COMMISSIONERS

ATTEST:


BILL LONG, Chairman


PATTI NICKELL
Bent County Clerk and Recorder


DALE KORTZ 3/21/16