

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 Robert Bucholz and Ronda Bucholz (hereinafter "Bucholz") governing the terms and conditions of this Agreement for the access rights over the Bucholz real property, and if necessary, the use of dirt by the County from Bucholz property.

WITNESSETH

WHEREAS, the Bucholz are owners 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 is required and through the use of dirt from the site; and

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

WHEREAS, the Bucholz agree, if necessary and upon mutually agreeable terms, the County shall have the right to take and use dirt from the Bucholz property to complete the reclamation and size reduction of the gravel pit; and

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

WHEREAS, as consideration for this Agreement, the Bucholz agree to provide the necessary dirt for reclamation, and shall construct a new fence on the North and East sides of said real property; 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 right to access over and upon the Bucholz property for purposes of reclamation and reducing the size of the gravel pit. This right shall not expire until reclamation has been completed and no obligation for augmentation remains.

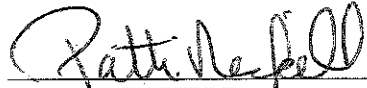
2. The County, if necessary, shall be authorized to take and use dirt from the Bucholz property for purposes of reclamation and reducing the size of the gravel pit. The reclamation work will occur utilizing the most cost effective measures possible and with the intent of preserving open water surface area on the west end of the pond.
3. The County grants Bucholz first right of refusal for the purchase of the gravel pit at no cost to Bucholz other than the expense to transfer the deed and associated filing fees. The cost of the property to Bucholz is offset by the expenses and labor incurred by Bucholz while providing reclamation and maintenance of the site. Bucholz agree to build a fence suitable for livestock pasture along the North and East sides of the property.
4. The County will provide Bucholz with a copy of the document received from the Colorado Division of Reclamation Mining and Safety indicating that reclamation of the site has been satisfactorily completed. The county will also provide Bucholz a copy of the augmentation plan as approved by the Colorado Division of Water Resources if such plan is required. If transferrable, the plan will be transferred to Bucholz if Bucholz exercises the First Right of Refusal.
5. If the Bucholz exercise the first right of refusal on the purchase of the real property, and should augmentation be necessary, the Bucholz agree 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. As consideration for services provided and to be provided by Bucholz, the first LAWMA share necessary for augmentation will be available to Bucholz at the reduced cost of \$1,500 per share. Any additional shares required for augmentation will be available to Bucholz for \$8,000 per share.
7. 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 utilizing dirt from the site. The Parties agree to further this interest through the agreements made herein.
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 first right of refusal shall not expire unless the Bucholz refuse to exercise said right of refusal under these mutually agreeable terms.
10. The County shall provide a certificate of insurance including Bucholz as named insureds for reclamation.
11. This contract shall be binding and shall inure to the benefit of the heirs, devisees, personal representatives, successors in interest, and assigns of the County and Bucholz.

12. The promises and conditions of this Agreement constitute the entire agreement by and between the County and Bucholz and is intended to supersede all previous agreements; either verbal or written, between the County and Bucholz with respect to the matters contained herein.

BENT COUNTY BOARD OF COMMISSIONERS


ATTEST:


BILL LONG, Chairman


PATTI NICKELL
Bent County Clerk and Recorder

FOR THE ROBERT BUCHOLZ AND RONDA BUCHOLZ:


ROBERT BUCHOLZ


RONDA BUCHOLZ