

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 20 DAY OF July, 2020, by and between the **THOMAS COUNTY HIGHWAY DEPARTMENT**, hereinafter known as the **Buyer** and **DAVID P. TOLE**, hereinafter known as the **Seller**.

WITNESSETH: That by and for the consideration and mutual promises, and agreements contained herein, Seller agrees to sell to Buyer, at the Buyer's convenience, for Buyer's use, pit run gravel and sand or screened and hauled out sand-gravel, and dirt at the unit price of seventy-five cents (\$.75) per cubic yard. Buyer will pay ten dollars (\$10.00) per ton for oversized rock hauled away. Seller retains all oversized rock not sold to Buyer. Seller also agrees to allow a stockpile area for storage of road material and to allow a contractor to mix asphalt.

It is mutually agreed and understood by the parties hereto that Buyer shall have the exclusive right to purchase said sand and gravel from Seller for a two (2) year period subsequent to the execution of this agreement. It is further mutually understood and agreed by the parties hereto that any sand or gravel uncovered by Buyer and left at the pit shall be covered under the exclusive right referred to in the previous sentence and no lease or sale shall be made by Seller to any other party without the express written consent of Buyer.

This Agreement covers all sand and gravel located at the following legal land description (which includes on, in, and under said land):

Lease Agreement

A tract approximately three hundred ninety (390) feet wide (west to east) and approximately two thousand (2000) feet (north to south) along the south side of the west one-half of Section Thirty Four (34), Township Seven (7) South, Range Thirty-Five (35) West of the Sixth (6<sup>th</sup>) Principal Meridian, Thomas County, Kansas.

It is further mutually agreed and understood that Buyer is given the right of ingress and egress upon said premises for the purpose of exploring, development, mining, removal, and all other acts consistent with Buyer's intended use of said sand and gravel.

Thomas County is responsible for the reclamation and restoration of the facility.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the date and year first above written.

SELLER: David P. Tole

By: David P. Tole

BUYER: Thomas County Highway Department  
By: Thomas County Commissioners

Mike Baughn  
Mike Baughn, Chairman

Francis Britton  
Francis Britton, Member

Brad Flipse  
Brad Flipse, Member

ATTEST: Shelly A. Harms  
Thomas County Clerk

