

CONTRACT

This Contract is made on this ____ day of February, 2016 by and between the Washington County Road Department (“County”) and Paul Reed (“Paul Reed”) and Allen Reed (“Allen Reed”)

1. The County needs red dirt for road improvements and repair in the southern part of Washington County. Paul Reed has a supply of red dirt of sufficient quality and quantity to meet the demands of the County for a limited time.

2. The County and Paul Reed agree that the County shall pay Paul Reed the rate of THREE and 50/100 DOLLARS (\$3.50) per dump truck load of red dirt removed from Paul Reed’s property. County shall have the right of reasonable access to Paul Reed’s property at 18264 South Highway 71, Winslow, Arkansas with dump trucks, excavating equipment and loaders and haulers necessary to transport excavating equipment safely to and from Paul Reed’s property.

3. The County shall provide Paul Reed with a paper record, monthly, of the number of dump truck loads of dirt removed from Paul Reed’s property. Once approved by Paul Reed, this record shall act as a bill of sale to the County from which Paul Reed shall be paid on a monthly basis for dirt.

4. Because of the nature of the projects on which the County is working, weather and other conditions beyond the County’s control, there is no guarantee of a monthly minimum of loads removed from Paul Reed’s property.

5. In order for County trucks and equipment to reach Paul Reed’s property and to come back out onto a public highway, the trucks and equipment must cross Allen Reed’s property. By his signature on this document, Allen Reed gives permission for County trucks and equipment to ingress and egress across his property to and from the Paul Reed property. There is no separate consideration to Allen Reed under this contract for this right of ingress and egress. All County work and transportation shall be accomplished Monday through Friday (County holidays excepted) from 7:30 am to 5:00 pm.

6. This Contract shall remain in force for one (1) year from the date of the last party signing. Any party may cancel this contract on thirty (30) days’ notice to the other parties before the expiration of one (1) year. This Contract may also be extended for a definite time if agreed to in writing by all parties.

Marilyn Edwards, Washington County Judge

Paul Reed

Date

Date

Allen Reed

Date