

## AGREEMENT TO SUPPLY CALICHE

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Union County Board of Commissioners hereinafter referred to as "Union County", by and through its authorized road superintendent, and \_\_\_\_\_

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owner(s) of certain real property located in Union County, whose address is stated below, hereinafter referred to whether singularly or collectively, as "landowner."

### Property Description:

1. **Property:** Landowner, either singularly or collectively, owns the following real estate property located in Union County, New Mexico.
2. **Caliche:** Upon the property described above, there is caliche which the landowner agrees to allow Union County to remove for road purposes. The general location of the caliche is as follows upon the above-described property.
3. **Right of Ingress and Egress:** Included in the right to remove caliche granted to Union County is the right of ingress and egress to, from and over the property upon existing roads, public or private, for the purpose of caliche removal.
4. **Records:** Union County shall keep records of the yards of material removed.
5. **Notification of Land Owner:** Upon completion of the removal or at the end of any calendar year, Union County agrees to provide documentation of the amounts of the material removed. This information will be provided on the IRS form #8283, (non-cash charitable contribution) together with information from the State Land Office indicating the most current value of the material per yard to the State of New Mexico.
6. **Additional Rights:** Landowner grants Union County the right to make improvements, place equipment and perform any other necessary function to relate for the removal of caliche for road purposes.
7. **Authorized Party for County:** The road superintendent for Union County is authorized to execute this agreement on behalf of Union County and warrants that the prior approval of the Union County Board of Commissioners has been obtained.
8. **Binding Agreement:** This agreement is binding upon and inures to the benefit of the parties hereto, and in the case of the landowner, his/her/its successors, heir, and assigns.
9. **Document:** This agreement shall be signed in duplicate with an original provide to each party.

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Union County:

By: \_\_\_\_\_  
Road Superintendent

\_\_\_\_\_  
Date