



THENCE S. 75°-15'-22" W. along South right-of-way to center-line station 152+36 for a corner. Said corner being on the East Right-of-way line of highway 83-277, 100 feet East of its center-line.

THENCE S. 37°-09' E. along said East right-of-way line 974 feet to the place of beginning, 6.86 acres more or less.

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2.

That the City at its option and discretion shall have the right to dispose of garbage, trash and refuse into the depressions, ravines and other low places located on the above described property, and to dispose of garbage, trash and refuse into excavations which City may make on such premises, and further that the City shall have the right to determine such of the above mentioned places it desires to excavate and/or fill and shall not be bound to excavate and/or fill any specific place or places on the above described property, provided, however, that City agrees that it shall cover such places as it fills or excavates and fills with at least twenty-four (24) inches of compact soil. City shall have the right to do all things on such premises, and use such premises in such manner, as City may deem reasonably necessary to carry on a sanitary land-fill disposal operation.

3.

This agreement shall become effective on the 24th day of March, 1970, and remain in effect thereafter for a term of five (5) years. Provided, City may cancel this agreement, effective at any time, upon giving Grantor ninety (90) days written notice prior to the date termination is to be effected. As sole consideration for this agreement, City shall pay to Grantor the sum of Ten and No/100ths Dollars (\$10.00) for a period of five years from the date of March 24, 1970, in advance.

4.

That any salvage contractor or contractors of City shall have the right to enter upon said property during the period of this agreement for the purpose of salvaging material from the waste matter.

5. That Grantor stipulates and covenants that he owns the above described property, and that he will hold the City, its employees, agents and contractors harmless from any liability arising out of or in connection with the City's entry upon said property and its subsequent operations thereon.

6. That the City stipulates and covenants that it will hold Grantor harmless from any liability arising out of or in connection with any claim made by City, its employees, agents, contractor or contractors, arising out of or connected with such operations on said property.

7. In conjunction with such land-fill operation and such excavation and filling as may be connected therewith, City shall have the right to re-channel and re-route Elm Creek in such fashion as City may deem desirable in order to facilitate drainage and improve flood control. However, City does not warrant any degree of improved drainage and/or flood control, it being the purpose of this provision to give City the right to do such things as may be necessary in order to better accomplish such purposes.

8. It is understood that City may or may not use all of the area described above at any one time. In the event City is using only a portion of the above described premises for the purposes set forth herein, City, may, without obligation, permit Grantor to use certain portions of the above described premises which City is not then using, as City may from time to time designate. As City completes its usage of any particular portion of the above described premises for the purposes herein set forth, it may, without obligation and as City deems possible and practical, return to the usage of Grantor. This paragraph shall not be construed as giving Grantor any right to the usage of any of the above described premises during the term of this agreement, the purpose of same being merely to describe City's planned mode of operation.

9.

In connection with such sanitary land-fill operation, it is contemplated that City will use additional premises in the vicinity of the above described tract which will also be used for sanitary land-fill purposes. In connection therewith, City shall have the right to use, construct and maintain a road across the above described tract, in such location as the City may designate for ingress and egress to such other tract or tracts as may be used by it for sanitary land-fill purposes. The City shall have the right to use, construct and maintain such road, together with the right of ingress and egress thereto, during the term of this lease and for a period of three (3) years thereafter. The rights for such road shall be effective for the period set forth above even though sanitary land-fill operations on the above described tract shall have been terminated by City.

10.

It is understood that one or more additional tracts shall be used in connection with City's sanitary land-fill operation. Therefore, City shall have the right to conduct its operation as though all of such tracts were under one lease. City assumes no obligation to complete sanitary land-fill operations on the one tract prior to the commencement of such operations on any other tract, it being contemplated that City will conduct its operations in the manner deemed most feasible by it in carrying out such sanitary land-fill operations.

11.

That this instrument shall be placed of record to give notice to any interested party and to subsequent purchasers of the above described property regarding the nature and content of the soil on and near the surface, so that any use that is made of same in the future shall be with full knowledge by the user and/or purchaser thereof. The City hereby disclaims any and all liability occasioned by the use of said premises subsequent to the making of the land-fill and the disposal operations, and each and every user of said premises hereafter does so at his own risk and with full knowledge of the nature of the premises. The disposal operations by the

City are at the specific request of Grantor and City makes no representations as to the condition of the soil or any use which may be made of the property after the disposal operations have been completed.

12.

That Grantor shall have the right to designate a tract of four (4) acres, more or less, out of the above premises which is occupied by Grantor's buildings and yard area. Such area so designated by Grantor shall be excluded from the portion to be used for sanitary land-fill operations.

EXECUTED this the 24th day of March, A. D., 1970.

THE CITY OF ABILENE



*Carolyn J. Lewis*  
CITY SECRETARY

BY *J. C. Hunter, Jr.*  
MAYOR J. C. HUNTER, JR.

GRANTOR  
BY *Grady Bantam Co.*

ATTEST

*M. S. Johnson*  
SECRETARY

APPROVED:

BY *Ben Muehler, Jr.*  
CITY ATTORNEY