STATE OH OH TEXAS

OH OH

TAYLOR KNOW ALL MEZ ЧBЧ THESE PRESENTS:

O H BUTANE ABILENE, THIS AGREEMENT made and entered into this date by and between the COMPANY, INC., a Municipal Corporation, hereinafter called "City", A Texas Corporation, hereinafter called "Grantor" and FRALEY CITY

WITNESSETH:

Grantor's ς That for the hereinafter City, and in consideration the Parties described property hereto of the enhancement which will accrue covenant s b Ф result of the and agree ឧ rights follows: granted here ç

dumping and disposing of garbage, noqu and use Grantor the following described property for the purpose does hereby grant unto City the trash and refuse thereon, license and right to enter to-wit: of depositing,

the County of Taylor, State of Texas, and described as LL that certain lot, tract or parcel of land lying and being situated in follows, to-wit:

Wilson W. Being a parcel of land SillsSurvey No. out of J. 23. Jarman Survey 82, and out of

page 264, S.W. corr dated August 5, 1946 from Frank Holden and recorded in page 264, Deed Records of Taylor County, Texas, from BEGINNING at the S.W. corner of J. Jarman Survey 82, bears S. Corner of a tract of land described in deed 974 feet and W. from which the Vol. 350 2604

and being THENCE THENCE of Engineers, channel for Elm Creek, this tract, N. 325 feet passing a on the South Boundry 1 for a total distance of 620 feet for the N.E. said corner being on the south right-of-way of a proposed 200 feet left of center-line station 142+83. 64⁰-54¹ 王., Boundry line of Wilson W. 233 feet for point in the center of Elm Creek a corner; Sills Survey #23. corner of Corps

THENCE along the south right-of-way of line, N. 88°-52'-44" W. 35 feet to station 143+18- the P.C. of a 3°-00' curve to the left, having a central angle of 15°-51'-44" and a center-line radius of 1909.86 feet.

continuing on to the P.T. line station 148+4754. to center-line station 144+20, passing a point in the center-line of Elm Creek on the West boundry line of Wilson W. Sills Survey No. 23, continuing on to the P.T. of said curve at a point 200 feet left of center THENCE along the south right-of-way line of said proposed channel

way line station 152+36 for a corner. Said corner being on the East way line of highway 83-277, 100 feet East of its center-line THENCE ò 75°-151-22" W. along South right-of-way to center-line Said corner being on the East Right-of-

the place of beginning, THENCE Ś 37°-091 Ħ 6.86 along said East right-of-way line 974 feet acres more or less. ç

 \sim

that garbage, refuse located on the above operation. specific City City may into least That the City at its pla shall have things trash and refuse into the depressions, agrees deem reasonably necessary excavate excavations twenty-four Or on such that places the right to determine such of the above and/or described property, ه اسا ا shall premises, which on (24)option and discretion the fill and shall not be cover inches City may make above and such ρf described to use compact places carry and to such on such premises, g გ ე bound to property, dispose soil. premises ravines shall have ρ Ľ. sanitary fills City of. excavate and/or and other 01. 'n provided, garbage, mentioned shall have excavates land-fill right to and low place however, trash further the places and fills dispose fill any right that O.

cancel this remain Dollars in effect thereafter This agreement shall become effective on the 24th day of March, agreement, notice (\$10.00) for agreement, prior effective to the a period for City ည date at any time, term of five shall of five termination pay years (5) noqu ç Grantor ĸ. years. giving ţ o e the the effected. Provided, Grantor date sum of March of, ninety As City Ten sole con-1970, and No/ (90) 24, 1970 and

4

ç salvaging material from the waste enter That any salvage contractor upon said property during the 01 matter period of contractors of, agreement City shall for have the

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

6

with such operations on said property employees, any liability arising agents, City stipulates contractor or contractors, and covenants that it will hold Grantor connection arising out

.7

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

φ

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

NOF

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

10.

plated that City will conduct its operations in the manner deemed most feasible by assumes no obligation to complete sanitary land-fill operations on the one tract conduct its operation as though all of such tracts were under one lease. in carrying out such sanitary land-fill operations City¹s It is understood that one or more additional tracts shall be used in connection the commencement of such operations on any other tract, sanitary land-fill operation. Therefore, City shall have the right it being contem-

11.

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

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

12.

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

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

THE CITY OF ABILENE

HUNTER

CITY SECRETARY

GRANTOR

ATTEST

SECRETARY

APPROVED:

ATTORNE