

## TERMINATION OF LEASE OF CITY PROPERTY AND RELEASE OF PERSONAL PROPERTY

This Agreement to Terminate the Lease of City Property and Release Personal Property ("Agreement") dated as of ~~May~~<sup>July</sup> \_\_\_\_, 2007 is by and between the **Craighead County Solid Waste Disposal Authority** a Public Body and Body Corporate and Politic Pursuant to Arkansas Act 699 of 1979 and Arkansas Act 919 of 1979 (the "Authority") and the **City of Jonesboro, Arkansas**, a municipal corporation of the first class, organized under the laws of the State of Arkansas ("City").

### RECITALS

**WHEREAS**, by separate agreement the Authority leased from the City certain land located at 1620 Strawfloor Drive, more specifically described in Exhibit A attached hereto (the "Property") to construct a transfer station (the "Improvements") for the Authority's use in the operation and management of the Authority's landfill located at 238 Cr 476 ("Legacy Landfill") (the "Lease"); and

**WHEREAS**, in April of 2005 the City ceased waste disposal activities at the Strawfloor landfill and transferred City waste disposal to Legacy Landfill; and

**WHEREAS**, the Jonesboro City Council authorized the Mayor of Jonesboro to enter into an agreement with the Authority for the partial funding of capital projects at Legacy Landfill required to handle the additional waste stream; and

**WHEREAS**, the Authority, having completed the capital projects at Legacy Landfill, desires to terminate its lease of City property and release the Improvements to the City; and

**WHEREAS**, the City desires to accept the Improvements to use in providing services for the citizens of Jonesboro, Arkansas.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### WITNESSETH

1. Termination Of Lease And Release Of Property. As of the Effective Date, by mutual agreement of both parties, the Authority's Lease shall be terminated without penalty, payment, or further obligation of any nature whatsoever on behalf of the

Authority. The Authority shall release any and all claim of right, possession, or use in and to the Improvements and the Improvements shall become the City's sole property and obligation. The Authority shall have no further obligation or duty of any nature whatsoever related to the Improvements, including but not limited to, any and all requirements of any local, state, or federal law, rule, or regulation regarding the use, maintenance, or occupation.

2. By Memorandum of Agreement between the parties dated April 5, 2005, as amended, the Authority agreed to take all actions necessary to close the Transfer Station in compliance with all applicable laws, regulations, rules, and orders. The Authority represents that it has complied with all such laws, rules, and regulations in its operation of the Transfer Station, that all actions required by law to close the Transfer Station have been completed, and that no further action is required.

3. No Warranties. City acknowledges that it has inspected the Improvements and City accepts the Improvements **AS IS, WHERE IS, AND WITH ALL FAULTS ACCEPTED**. Except as expressly stated in paragraphs 2 and 4, the Authority makes no representations, warranties, or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality, condition, suitability, merchantability or fitness for a particular purpose. Except as expressly stated herein, City is not relying upon any warranties, representations or statements of the Authority as to the age or condition of the Improvements.

4. No Liens. The Authority represents that the Improvements are free and clear of all liens and encumbrances.

5. Indemnification. City agrees to indemnify, defend, and hold harmless the Authority and its officers, agents, employees and directors against and from any and all liability, claims, suits, demands, judgments, costs, interests and expenses, including reasonable attorneys' fees and expenses, by reason of any claim for any injury to any person or damage to any property, including, but not limited to, any such claim for injury to any person or damage to any property or natural resource arising under any federal or state environmental laws as they are amended from time to time, including, but not limited to, the Comprehensive Environmental Response Cost and Liability Act, the Arkansas Solid Waste Management Disposal Act, and the Arkansas Water and Air Pollution Control Act, and the regulations promulgated pursuant to the authority granted to federal and state environmental control agencies under those and other environmental laws arising from, in connection, or relating to activities or condition of the Property or the City or any of its agents', employees' and/or contractors' use of the Improvements or the Property.

6. Authorization. This Agreement has been duly authorized by all necessary action of the parties and constitutes a valid, binding, and enforceable agreement between the parties.

7. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors of the respective parties hereto.

8. Conflicting Terms. In the event of a conflict between the Agreement and the Lease, the terms of this Agreement shall control.

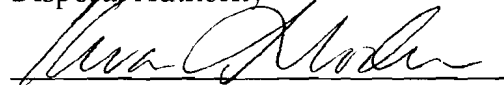
IN WITNESS WHEREOF, the CITY OF JONESBORO, a municipal corporation, and the CRAIGHEAD COUNTY SOLID WASTE DISPOSAL AUTHORITY, a Public Body and Body Corporate and Politic Pursuant to Arkansas Act 699 of 1979 and Arkansas Act 919 of 1979, have caused this Agreement to be executed as of the date of the attestation by the City Clerk ("Effective Date").

CITY OF JONESBORO ARKANSAS

CRAIGHEAD COUNTY SOLID  
WASTE DISPOSAL AUTHORITY



L.M. Duncan, Chairman,  
Craighead County Solid Waste  
Disposal Authority



Kevan Inboden, Vice-Chairman,  
Craighead County Solid Waste  
Disposal Authority