

OPTION TO LEASE

I, George Munger, being the owner to the following property, to-wit:

All that part of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 23, Township 14 North, Range 3 East, containing ten (10) acres more or less (2) For and in the consideration of the sum of \$1.00 to me in hand paid by the City of Jonesboro, Arkansas a municipal corporation by its Mayor, Neil Stallings and attested by its City Clerk, Steve Kent, do hereby give and grant unto said municipal corporation the right and option to lease said property, within six (6) months from the date of this agreement for the sum of One Hundred, twenty-five Dollars (\$125.00) per month for the next ten (10) year lease on the above described property from this date or until the landfill is completed in compliance with plans which have been approved by the Arkansas Board of Pollution Control and Ecology (3) the Lessee, City of Jonesboro, agrees to plant pine trees on any of the property which is cleared and used for the purposes of a landfill prior to termination of the Lease.

This Option is contingent upon a permit being obtained from the Arkansas Board of Pollution Control and Ecology for the City of Jonesboro to operate a sanitary landfill on said property and said option is contingent upon the approval by the City Council of the long term lease.

If no lease is entered into within six (6) months from the date of this agreement, this option shall on the day following said date be automatically terminated without action on the part of either party hereto.

This option to lease is not assignable but is personal to the City of Jonesboro, Arkansas a municipal corporation.

WITNESS my hand this 2nd day of July, 1984.


George Munger

LEASE AGREEMENT

This agreement entered into this 14th day of November, 1984, between the City of Jonesboro, Arkansas, a municipal corporation, hereinafter referred to as "Lessee" and George Munger, hereinafter referred to as "Lessor", agree as follows:

1. Lessor agrees to Lease to Lessee the following described real property lying in Craighead County, Arkansas, to-wit:

(1) All that part of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 23, Township 14 North, Range 3 East, containing ten (10) acres more or less.

2. The term of this Lease shall commence on the date stated above and shall be for a period of ten (10) years from this date or until the landfill is completed in compliance with plans which have been approved by the Arkansas Board of Pollution Control and Ecology.

3. Lessee agrees to pay to Lessor the sum of One Hundred and Twenty-five (\$125.00) per month.

4. The Lessor agrees that the Lessee can use this property for the purposes of landfill.

5. The Lessee, agrees to plant pine trees on any of the property which is cleared and used for the purposes of a landfill prior to termination of the Lease.

6. In the event that Pollution Control and Ecology Department (State of Arkansas) fails to permit this ten (10) acres as a city landfill, then this agreement becomes null and void.

IN WITNESS WHEREOF, the parties have executed this Lease in multiple counterparts, each of which shall be deemed as original, the day and year first herein above written.

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LEASE AGREEMENT

This agreement entered into this 4th day of August, 1978, between the City of Jonesboro, Arkansas, a municipal corporation, hereinafter referred to as "Lessee" and Myrtle Barnard, hereinafter referred to as "Lessor", agree as follows:

1. Lessor agrees to Lease to Lessee the following described real property lying in Craighead County, Arkansas, to-wit:

All that part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 14 North, Range 3 East, less and except:

- (1) the East 198th feet thereof;
- (2) the North 50 feet thereof;
- (3) the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 23, Township 14 North, Range 3 East; and
- (4) that portion of the property under which a 160 foot, two-way radio tower, transmitter and guide wires have been constructed.

2. The term of this Lease shall commence on the date stated above and shall be for a period of ten (10) years from this date or until the landfill is completed in compliance with plans which have been approved by the Arkansas Board of Pollution Control and Ecology.

3. Lessee agrees to pay to Lessor the sum of One Hundred (\$100.00) per month.

4. The Lessor agrees that the Lessee can use this property for the purposes of a landfill.

IN WITNESS WHEREOF, the parties have executed this lease in multiple counterparts, each of which shall be deemed an original, the day and year first herein above written.

LEASE AGREEMENT

This agreement entered into this 14th day of August, 1978, between the City of Jonesboro, Arkansas, a municipal corporation, hereinafter referred to as "Lessee", and Floyd Wineland, hereinafter referred to as "Lessor", agree as follows:

1. Lessor agrees to lease to Lessee the following described real property lying in Craighead County, Arkansas, to-wit:

Begin at the Southwest Corner of the Northeast Quarter of the Southeast Quarter, Section 22, Township 14 North, Range 3 East and then travel North 90 degrees, 0 minutes West, 535 feet; then North 2 degrees 40 minutes East 170 feet; then North 17 degrees, 10 minutes east, 75 feet; then North 53 degrees 40 minutes East, 105 feet; then North 73 degrees, 55 minutes East 110 feet; then North 65 degrees, 25 minutes East, 233 feet; then North 77 degrees, 25 minutes east, 105 feet; then South 88 degrees, 35 minutes East, 275 feet; then South 0 degrees, 0 minutes East, 450 feet; then North 90 degrees, 0 minutes West, 275 feet to the point of beginning proper and containing 7.5 acres, more or less.

2. The term of this Lease shall commence on the date stated above and shall be for a period of five (5) years from this date or until the landfill is completed in compliance with plans which have been approved by the Arkansas Board of Pollution Control and Ecology.

3. Lessee agrees to pay Lessor the sum of One Hundred Dollars (\$100.00) per month.

4. Lessor agrees that Lessee can use this land for the purpose of a landfill.

IN WITNESS WHEREOF, the parties have executed this Lease in multiple counterparts, each of which shall be deemed an original, the day and year first herein above written.

INTER-OFFICE CORRESPONDENCE

To Finance Department

Date 10/28/81

Subject Landfill Lease

Effective November 1, 1981, stop making monthly rent payments to Floyd Wineland.
The Lease has been completed.

By Bud Harper

VERBAL ORDERS DON'T GO