

RELEASE OF CITY ON LEASE AGREEMENT

This 14th day of July, 1987, Floyd Wineland, personally and as president of Wineland Gravel Inc., their successors, heirs and assigns for the sum of Three Thousand Five Hundred Dollars (\$3,500.00), receipt of which is hereby acknowledged, do hereby release and forever discharge the City of Jonesboro, Arkansas, its officers, members, agents and employees, of and from all claims, demands, damages, costs, loss of services, expenses, compensation and obligations of every kind and nature that we individually and/or collectively may have against the City of Jonesboro its officers, members, agents and employees, because of or in any way growing out of, directly or indirectly, a certain lease agreement entered into by and between the parties on August 14, 1978, regarding the use and maintenance of certain real property adjacent to the Jonesboro landfill, more particularly described as:

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°, 0 minutes West, 535 feet; then North 2° 40 minutes East 170 feet; then North 17°, 10 minutes east, 75 feet; then North 53° 40 minutes East, 105 feet; then North 73°, 55 minutes East 110 feet; then North 65°, 25 minutes East, 233 feet; then North 77°, 25 minutes east, 105 feet; then South 88°, 35 minutes East, 275 feet; then South 0°, 0 minutes East, 450 feet; then North 90°, 0 minutes West, 275 feet to the point of beginning proper and containing 7.5 acres, more or less.

In further consideration of the above payment by the City of Jonesboro, Wineland Gravel, Inc. agrees to install a fence separating the above described property from the Jonesboro landfill and to perform all necessary maintenance upon the property thereafter. Wineland Gravel, Inc. further agrees to abide by all conditions and regulations regarding cover material and surface water on the above described property as required by the Arkansas Department of Pollution Control and Ecology.

It is further agreed that the City of Jonesboro hereby agrees to hold harmless Wineland Gravel, Inc., its successors and assigns, from any claim of liability arising by reason of any

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action of the City of Jonesboro in using the lands described hereinabove during the above described lease term.

The undersigned state that they have carefully read the foregoing Release and know the contents and that we signed the same voluntarily, and that the officers of the City of Jonesboro have signed the Release pursuant to authority granted by the City Council.

The parties hereto agree that the above referenced lease agreement between Wineland Gravel, Inc. and the City of Jonesboro, Arkansas dated August 14, 1978, be and is hereby cancelled and declared null and void.

WINELAND GRAVEL, INC.

BY:

Floyd Wineland
FLOYD WINELAND, PRESIDENT

CITY OF JONESBORO

BY:

Hubert Brodell
HUBERT BRODELL, MAYOR

ATTEST:

Ouida Puryear
OUIDA PURYEAR, CITY CLERK

Shirley A. Watkins
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-10-90
SEAL

DEPARTMENTAL CORRESPONDENCE

TO Mayor Brodell DEPT Administration
FROM Jeff Gibson DEPT Public Works
SUBJECT Wineland's Property DATE April 23, 1987

Mayor,

If Floyd has agreed to installing his own fence, I need to know the time of installation, type and location. If it is not adequate for our needs, I will need to install our own fence. If he installs the fence soon and if it is adequate, he will save the City about \$1500.00 for the fence.

Also, be sure he knows that he is not to disturb the cover material and that he must abide by all PC & E requirements about surface water.

4/28/87
Jim Burton
We need this release
to be settled - this needs
\$3500.00 to be paid to him
& he puts up fence & does all
maintenance to property
Mayor

