

L E A S E

This lease, made and entered into this 28th day of September 1970, by and between the City of Fredonia, Kansas, a municipal corporation of the second class, herein called the First Party, and Edmond M. Stryker and Jane Stryker, husband and wife, herein called Second Parties, witnesseth the following:

For and in consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00) per annum, payable in advance, the parties of the Second Part do hereby lease, rent and let unto party of the First Part a parcel of land owned by Parties of Second Part and situated in Section 22, Township 28, Range 14, Wilson County, Kansas, for a period of five (5) years from the date hereof.

It is understood that First Party intends to use said parcel of land as a sanitary land fill and that First Party will operate said land fill in a manner so as to not constitute a nuisance public or private and according to standards as established by the Kansas Department of Health. First Party further agrees to fence the area being used by it as a sanitary land fill with the understanding that the said fence may be moved from time to time as the facilities are changed.

Second Parties further agree that First Party may convert a school building on the property for use by First Party as a storage place for machinery and materials used in said operation upon First Party supplying Second Parties with facilities sufficient for the storage of 2,000 bushels of grain at a place convenient to Second Parties. It is further understood that when First Party abandons said premises the building will be left in the same condition as modified and used, by the city.

Second Parties further grant unto First Party an option to renew said lease upon the same terms and conditions for three (3) additional five (5) year periods upon First Party's notification being given to Second Parties in writing at least thirty (30) days prior to the termination of this lease or any extension thereof.

STEVEN W. ROGERS  
LAWYER  
FREDONIA, KANSAS  
66736  
PHONE  
(316) 878-2172

REX A. LAFFERTY  
LAW OFFICE  
FREDONIA, KANSAS

First Party agrees to hold Second Parties harmless for any accidents or damages resulting as a consequence of the operation of First Party's sanitary land fill. Land use: all pasture not to exceed ten acres at any one time.

CITY OF FREDONIA, KANSAS

By Clifford W. Harris  
Mayor Finance Commissioner

ATTEST:

Mary Elizabeth Keller  
City Clerk

FIRST PARTY

Edmond M. Stryker  
Edmond M. Stryker

Jane Stryker  
Jane Stryker

SECOND PARTIES