

WITNESSETH

THIS AGREEMENT, made this 25th day of [illegible] 19[illegible] between BELLEVUE COLLEGE, a corporation in the State of Nebraska hereinafter referred to as the First Party, and [illegible] BELLEVUE, a municipal corporation hereinafter referred to as the Second Party.

WHEREAS, the First Party owns and controls certain real estate hereinafter described;

WHEREAS, the Second Party is in need of sanitary land fill dump sites for the disposal of garbage and refuse collected in the City of Bellevue, and desires for such purpose to lease such sites from the First Party and to set aside the money for the operation and maintenance of sanitary land fill dump sites;

NOW, THEREFORE, the parties by and through their duly constituted officers and governmental bodies do enter as follows:

TERMS AND CONDITIONS

The First Party does hereby lease and let to and for the use of the Second Party the following described tracts of land situated in Sarpy County, Nebraska:

1. The west one-half of Block Five (5), together with a vacated portion of streets, streets, and alleys adjacent thereto, in the City of Bellevue, Sarpy County, Nebraska.

2. The west one-half of vacated Block Six (6), together with a vacated portion of streets, streets, and alleys adjacent thereto, in the City of Bellevue, Sarpy County, Nebraska.

3. The east one-half of vacated Block Seven (7), together with a vacated portion of streets, streets, and alleys adjacent thereto, in the City of Bellevue, Sarpy County, Nebraska.

4. The east one-half of vacated Block Eight (8), together with a vacated portion of streets, streets, and alleys adjacent thereto, in the City of Bellevue, Sarpy County, Nebraska.

5. The east one-half of vacated Block Nine (9), together with a vacated portion of streets, streets, and alleys adjacent thereto, in the City of Bellevue, Sarpy County, Nebraska.

6. The east one-half of vacated Block Ten (10), together with a vacated portion of streets, streets, and alleys adjacent thereto, in the City of Bellevue, Sarpy County, Nebraska.

IN WITNESS WHEREOF, the First Party has hereunto set its hand and seal of office this 25th day of [illegible] 19[illegible].

*[Signature]*

*see are assuming our property would have been filled before grading*

Block Seventy-five  
Block Seventy-eight (78), together with vacated  
avenues and alleys adjacent thereto,  
City of Bellevue, Terry County,  
Block Seventy-eight (78), together with vacated  
avenues and alleys adjacent  
City of Bellevue, Terry County,

the occupation and use  
shall be for a period of one year, that is to say,  
from the first day of January, 1950, to the  
first day of January, 1951. The First Party shall  
be responsible for the filling of such sites  
at the expiration of the term hereof.

The First Party shall be responsible for the  
filling of such sites at the expiration of the term  
hereof. The Second Party agrees to accept the  
land as filled and to pay the cost of the  
filling of such sites. The First Party shall  
be responsible for the filling of such sites  
at the expiration of the term hereof.

TERMS

The consideration for the premises shall be  
paid to the First Party in monthly installments,  
of one hundred and no/100ths (\$1,000.00) Dollars per month  
beginning on the first day of January, 1950, and  
ending on the first day of January, 1951, and  
every month thereafter that the said sites  
are filled. The Second Party agrees to pay the  
rent hereof. However, that after the initial  
term hereof, the Second Party retains the option to  
purchase the premises at any time or times (50) days before the  
expiration of the term hereof.

CONDITION OF PREMISES

It is understood and agreed by the parties that at such  
times as the said premises shall be a useable tract of  
land and land is open, usable or available as a sanitary land  
fill site, the site shall revert to the immediate use by the  
First Party, and shall be released from this lease, provided,  
however, that in the event access to the next dump site is re-  
quired, the Second Party agrees to provide the same.

ACCESS

It is mutually agreed by the parties to provide adequate  
access roads to the dump sites. The First Party agrees to  
provide access roads if additional land is required for reasonable  
and adequate access and the Second Party agrees that it shall

operate and maintain the access roads. Second Party further agrees that such access roads shall not be placed on any portion of the college land which will interfere with the normal college operation. Interference shall mean any vehicular traffic operation through classrooms or corridors or any building areas which, in the judgment of the First Party, vehicular or fire, would be detrimental. It is agreed by the parties that the Second Party may use the Warren Street as an access road until such time as building permits for college buildings are issued for the area on the east side of Warren Street.

ASSIGNING

It is provided that the Second Party will not assign this lease nor permit the same to be used by any person other than the above specified without the consent of the First Party first being obtained. Second Party covenants upon the release of each site, the Second Party will remove all of the Second Party's property and the First Party agrees to accept the release of the land on the condition vacated by the Second Party.

COMPLIANCE WITH LAWS

The Second Party shall maintain and operate the same site in a manner which shall be in compliance with all laws, rules and regulations of the State or any other governmental jurisdiction thereon. The Second Party agrees to observe the laws and rules in an accepted and responsible manner so as to be free from any unnecessary, unseemly, and unsightly appearance. The Second Party agrees to bear the expenses in an appropriate condition as possible and to keep the same free and clear of any or necessary work to the satisfaction of the First Party.

CONTINUATION OF LEASE

The parties hereto agree that this lease shall continue in force and effect in the event that the above named property is sold or encumbered, First Party shall not in any manner execute any documents which shall terminate this lease, but shall protect the Second Party from any form of termination, voluntarily or involuntarily.

In witness whereof, the parties hereto have hereunto set their hands and seals at the City of New York, New York, this 10th day of June, 1961.

*[Signature]*  
FIRST PARTY

*[Signature]*  
SECOND PARTY

*[Signature]*  
WITNESSES

