

THIS AGREEMENT entered into this ^{6th} day of November, 1975 by and between the TOWN OF RYE, NEW HAMPSHIRE, hereinafter referred to as "LESSEE" and JACOB S. CIBOROWSKI of Rye, County of Rockingham and State of New Hampshire, hereinafter called "LESSOR";

W I T N E S S E T H:

THAT,

1. The LESSOR leases to the LESSEE and the LESSEE leases from the LESSOR a certain parcel of land located at the intersection of Lafayette and Breakfast Hill Roads, so-called, in said Rye and further identified as Lot #1 on Plan #14 of the Tax Maps of the Town of Rye, New Hampshire, consisting of 8.0 acres, more or less. (See Exhibit A for full description.)
2. The term of this lease shall be one (1) year from the date hereof, PROVIDED, HOWEVER, that the LESSEE shall have the option to renew said lease for nine (9) one-year periods by giving to the LESSOR its notice of intention to renew for each additional one-year term, thirty (30) days prior to the expiration date of the initial term hereof or any additional one-year term; the note is to be in writing. The intention here is to grant to the Town of Rye the exclusive option to renew this lease on a year-to-year basis for a total of nine (9) additional terms beyond the term of this initial period or any lesser number of one-year terms, said renewal to be on a one-year basis.
3. The rent for the initial term hereof, and each such renewal period, if any, shall be SIX THOUSAND DOLLARS (\$6,000) payable by the LESSEE to the LESSOR in advance, said payment or payments to be made to the Indian Head National Bank of Portsmouth, New Hampshire.
4. The LESSOR agrees to provide to the LESSEE a discharge of any and all mortgages currently encumbering the premises to be leased. The LESSOR agrees and understands that the premises herein leased shall be used by the Town of Rye for sanitary land-fill operations.
5. The LESSOR agrees that the LESSEE may use and remove gravel located on said premises for use in connection with the said sanitary land-fill operations or for any other gravel needs of the LESSEE within the Town of Rye.
6. That the LESSEE agrees that in the use or removal of said gravel, that gravel will not be consciously stockpiled off the leased premises by the LESSEE.
7. The LESSEE agrees that during the initial term of this lease or any yearly renewal hereof, real estate taxes shall not accrue against the LESSOR, concerning the lot leased hereby.
8. The LESSEE shall have and the LESSOR hereby grants to the LESSEE, the exclusive right, at its option, at any time during the term of this lease or any renewal period hereunder, to

REC'D ROCKINGHAM COUNTY
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ALL THREE
PARTIES

purchase the premises for ^{the sum of} ~~SEVENTY THOUSAND DOLLARS~~ ~~(70,000)~~ to be paid to the LESSOR upon tender by the LESSOR of a good and sufficient warranty deed conveying to the LESSEE the premises free and clear of all encumbrances. In case the LESSEE shall elect to purchase the premises, it shall signify its election by written notice served upon the LESSOR. Transfer of title shall take place within fifteen (15) days after service of such notice by the LESSEE upon the LESSOR.

9. At the termination of the initial term hereof or of any additional one-year term hereunder, the LESSEE shall leave the premises in a rough graded condition with all refuse properly covered.

10. The LESSEE agrees to abide by all regulations of the State of New Hampshire concerning the use of said premises as a sanitary land-fill site.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day, month and year first above set forth.

Witness:

TOWN OF RYE, NEW HAMPSHIRE

Don't know
to all
three

By Shirley B. Tiddette
Selectman

Ralph E. Marangola
Selectman

Robert B. Goss
Selectman

JACOB S. CIBOROWSKI:

Jacob S. Ciborowski

Two parcels of land situate at the corner of Lafayette Road, called U. S. #1, and the Breakfast Hill Road, in Rye, in said County, said land being more fully described as follows:

BEGINNING at the intersection of Lafayette Road and Breakfast Hill Road, thence running westerly along Breakfast Hill Road a distance of about 295 feet to a stone wall; thence turning and running in a southwesterly direction by a wall about 963 feet to another stone wall at the property, now or formerly of Alvin E. Berry; thence southeasterly by a wall and the remains of a wooden fence about 482 feet to said Lafayette Road, and thence northerly by said Lafayette Road about 755 feet to the point of beginning, containing eight acres, more or less.

Being the same premises conveyed to Jacob S. Ciborowski by deed of Exeter Associates, Inc. dated July 30, 1957 and recorded in the Rockingham County Registry of Deeds in Volume 1445 at Page 484.