

ARKANSAS DEPARTMENT OF POLLUTION CONTROL
AND ECOLOGY

LOCATION - SUBJECT Howard County Landfill

Howard County, Arkansas

MINUTE ORDER NO. 81-85

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Weyerhaeuser Company has requested the release of surety bond on 34 acres now being used by Howard County as a sanitary landfill.

This abandoned gypsum mine is located at Briar, Howard County, Arkansas.

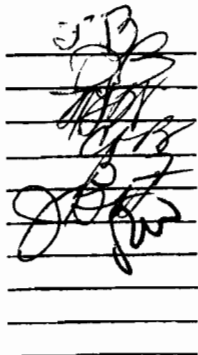
The Arkansas Department of Pollution Control & Ecology has copies (see attached) of the Lease Agreement between Howard County and Weyerhaeuser Company, and also a letter from the current Howard County Judge. Both documents express the intent to reclaim these 34 acres.

In November, 1978, the Commission voted to release McGeorge Contracting Company from responsibility for reclaiming the Heckler Mine after receiving a letter from the City agreeing to reclaim in accordance with the sanitary landfill permit (copies attached).

In view of the above information and the precedent established on the Heckler Mine, the Mined Land Review Committee and the staff of this Department recommends that Weyerhaeuser Company's request be granted.

Based upon the above and attached information, the Commission hereby approves the release of bond on these 34 acres.

COMMISSIONERS



John P. Lyster SUBMITTED BY: G.N.

DATE PASSED: 9/25/81

ARKANSAS DEPARTMENT OF POLLUTION CONTROL AND ECOLOGY
SURFACE MINING AND RECLAMATION DIVISION

MEMORANDUM

TO: Mined Land Review Committee
FROM: Gene Newsom, Geologist, Surface Mining and Reclamation
DATE: August 13, 1981
SUBJECT: REQUEST BY WEYERHAEUSER COMPANY FOR RELEASE OF SURETY BOND
ON 34 ACRES NOW BEING USED BY HOWARD COUNTY AS A SANITARY
LAND FILL

This site is an abandoned Gypsum Mine in Section 10, T8S, R27W, at Briar, Howard County, Arkansas.

The Arkansas Department of Pollution Control and Ecology has on file a letter from the present Howard County Judge, Conrad Bagley, agreeing to comply with the reclamation requirements of Act 236 of 1971, and Act 336 of 1977. This office also has a copy of the Lease Agreement between Weyerhaeuser Company and the County. This lease spells out the terms for reclaiming this site.

In view of the above information, the Mined Land Review Committee is in unanimous agreement that Weyerhaeuser's surety bond should be released on these 34 acres.

Clay Chesney
Clay Chesney, Arkansas Soil and Water Commission

William V. Bush*
William V. Bush, Arkansas Geological Commission

Garner Barnum
Garner Barnum, Arkansas Forestry Commission

bap

*see attached memo.



Arkansas GEOLOGICAL COMMISSION

VARDELLE PARHAM GEOLOGY CENTER • 3815 WEST ROOSEVELT ROAD • LITTLE ROCK, ARKANSAS 72204

NORMAN F. WILLIAMS
STATE GEOLOGIST

501-371-1488

August 18, 1981

MEMORANDUM

TO: Gene Newsom

FROM: William V. Bush, Arkansas Geological Commission MB

SUBJECT: Release of surety bond - Weyerhaeuser Company

I recommend that the letter from Howard County Judge agreeing to comply with reclamation requirements and the Howard County - Weyerhaeuser Company Lease Agreement be attached to the release request. Other similar agreements between a mining company and a local government should be made available to the Commission. This will help establish that in the past surety bonds have been released on a mined area and that a local government assumed full reclamation responsibilities without a surety bond.

Office of the Howard County Judge

CONRAD BAGLEY

Nashville, Arkansas 71852

Phone:
Office 845-3585
Shop 845-2056

August 5, 1981

AUG 11 REC'D

Gene Newsom
State of Arkansas
Dept. of Pollution Control & Ecology
8001 National Drive
Little Rock, Arkansas 72219

Dear Mr. Newsom:

In reference to our conversation Tuesday, August the 4th in my office, we have researched and found that Howard County has a lease agreement with Weyerhaeuser on the 34 acres we discussed. The previous Judge agreed and I agreed also to this lease agreement. The County is bound by this lease.

We are in compliance with Acts 236 of 1971 and Act 336 of 1977 as in Section 8 of the lease agreement it is stated that upon termination of the lease, Lessee will leave the leased premises in a clean and sightly condition.

If any more information is needed please contact this office.

Sincerely,



Conrad Bagley
Howard County Judge

CB:kg

SANITARY LANDFILL LEASE

THIS LEASE, dated August 4, 1977, is between Weyerhaeuser Company ("Lessor"), a corporation, and the County of Howard, State of Arkansas, ("Lessee"), a governmental subdivision.

1. LEASED PREMISES: PURPOSE OF LEASE.

Lessor hereby leases unto Lessee the following described lands in Howard County, Arkansas, to-wit:

A tract of land in the ~~East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$), Section 9, and the Southwest Quarter (SW $\frac{1}{4}$), Section 10, all in Township 8 South, Range 27 West,~~ more particularly described as follows: Commencing at the Southeast corner of said E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 9, run North along the East line of said E $\frac{1}{2}$ SE $\frac{1}{4}$ 1800.17 feet;
 Thence South 77°32'01" West 122.28 feet to the Point of Beginning;
 Thence North 46°15'43" East 149.23 feet;
 Thence South 83°23'57" East 255.04 feet;
 Thence North 54°19'06" East 216.77 feet;
 Thence North 65°43'03" East 330.42 feet;
 Thence North 02°43'57" East 222.62 feet;
 Thence North 05°51'29" West 131.75 feet;
 Thence North 28°36'48" East 508.19 feet;
 Thence North 73°16'45" East 325.94 feet;
 Thence South 58°58'36" East 283.15 feet;
 Thence South 84°26'03" East 226.25 feet;
 Thence South 18°15'57" East 191.29 feet;
 Thence South 06°22'55" West 346.63 feet;
 Thence South 24°05'14" East 629.04 feet;
 Thence South 28°39'00" East 151.28 feet;
 Thence South 47°10'28" West 381.71 feet;
 Thence South 70°06'44" West 563.51 feet;
 Thence North 88°23'26" West 861.88 feet;
 Thence South 88°11'55" West 321.95 feet;
 Thence North 19°34'38" West 645.96 feet to the Point of Beginning.

hereinafter called the "leased premises," for the sole purpose of constructing, maintaining and using thereon a sanitary landfill ("landfill"). Lessor and Lessee hereby agree that the leased premises contain Fifty-six and ninety-two hundredths (56.92) acres of land.

2. TERM.

The term of this lease is either twenty-five (25) years, beginning on August 4, 1977, and ending on August 4, ²⁰⁰²~~1902~~, or until such time as it is determined by the proper governmental agency that the leased premises are no longer suitable for use as a sanitary landfill, whichever first occurs.

5. FENCES.

Lessee shall have the right to enclose the leased premises with a fence and to install fence gates in connection with such fence. Upon termination of this lease, Lessee shall promptly remove such fence and gates from the leased premises and shall fill in all holes left after such removal.

6. COMPLIANCE WITH LAWS

~~Lessee shall comply with and hereby assumes full and complete responsibility for compliance with all Federal, State and local laws, rules, regulations and orders in its operation of the landfill, and Lessee hereby indemnifies and holds harmless Lessor from and against any and all liability and claims of liability resulting from Lessee's failure to so comply.~~

7. CONDITION OF LEASED PREMISES.

Lessee shall maintain the landfill in a slightly condition to the extent that the normal operation of a landfill permits. Lessee shall take whatever action necessary to prevent the scattering of any rubbish or debris to lands adjacent to the leased premises. In no event shall Lessee place any rubbish or debris on lands adjacent to the leased premises.

8. RECLAMATION OF LANDFILL.

~~Upon expiration of the term of this lease or upon termination of this lease by Lessor under Paragraph 12, or upon Lessee's abandonment of the leased premises prior to termination, in which case Lessee's interests hereunder shall revert back to Lessor, Lessee covenants to promptly dispose of all rubbish and debris then remaining upon the surface of the leased premises and to leave the leased premises in a clean and slightly condition and in such a condition as will permit the planting and growing of pine trees thereon.~~

9. WASTE: NUISANCES.

Lessee shall not commit waste, nor permit waste to be committed, to or upon the leased premises, nor operate, nor

permit to be operated, any nuisance upon the leased premises.

10. ASSIGNMENT.

Lessee shall not assign, nor sublet, the leased premises or any portion thereof without the prior written consent of Lessor.

11. SURRENDER OF LEASED PREMISES.

Upon expiration of the term of this lease, Lessee shall promptly and peaceably surrender and deliver over possession of the leased premises to Lessor.

12. DEFAULT: TERMINATION.

If Lessee shall refuse or fail to comply with any of the provisions herein contained, Lessor shall have the right to declare this lease terminated, and if Lessor exercises such right, Lessee shall promptly and peaceably surrender and deliver over possession of the leased premises to Lessor. Such termination by Lessor shall not affect in any way Lessee's obligations set forth in Paragraph 8.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate originals the day and year first above written.

ATTEST:

Robert W. Rogensen
Assistant Secretary

WEYERHAEUSER COMPANY, Lessor

By: *Gary W. Baker*

Title: Land & Timber Resources
Manager (Acting)

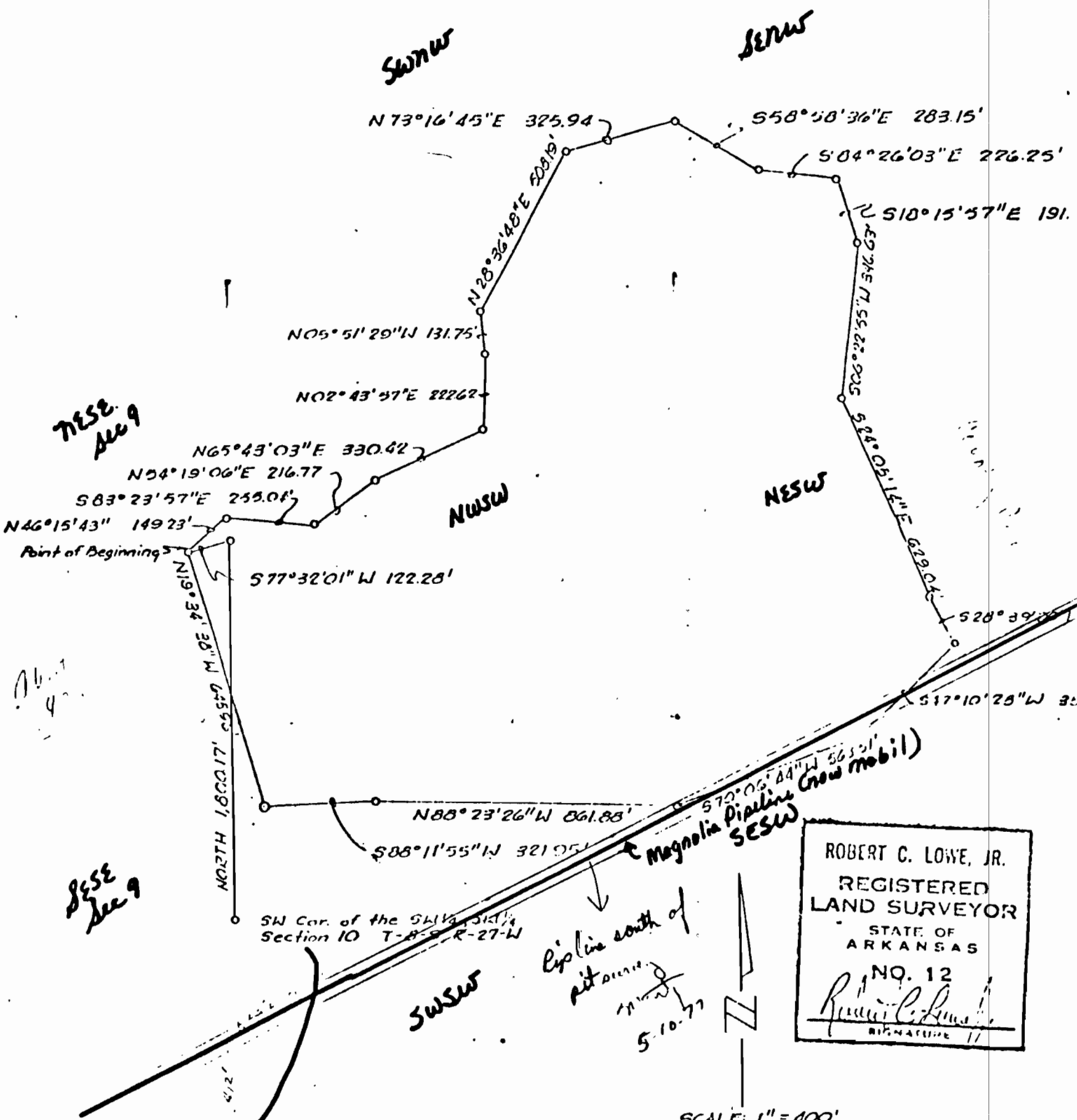
ATTEST:

Delta Chalke
County Clerk

COUNTY OF HOWARD, STATE OF
ARKANSAS, Lessee

By: *Orval Paulson*

OFFICIAL TITLE: County Judge



7ESE
Dec 9

8ESE
Dec 9

ROBERT C. LOWE, JR.
REGISTERED
LAND SURVEYOR
STATE OF
ARKANSAS
NO. 12
Robert C. Lowe, Jr.
SIGNATURE

SCALE: 1" = 400'

BOUNDARY SURVEY
HOWARD COUNTY LANDFILL



Hodges Vines Fox Castin & Associa'
Planners / Engineers / Surveyors /
Urban Designers / Management /
Economic Feasibility Consultants

