

herein provided before going to or commencing the use of any other plot of the demised property. However, the Lessee reserves unto itself the right to select the next consecutive plots to be used by it but agrees to utilize the said land in a uniform and orderly development for a Sanitary Land Fill. Upon completion of each plot, commencing with plot No. 1, and after the final three (3) foot layer of topsoil has been compacted and prepared, the Lessee agrees that it will, at its expense, grade such plots and if required, terrace each plot to avoid any possible erosion and thereafter the Lessee will, at its expense, plant such area in fescue and agrees to place 2,000 pounds of lime and 500 pounds of 10-10-10 fertilizer together with sufficient seed per each acre so as to guarantee a good and sufficient stand of grass which would be suitable, under accepted dairy and farming practices to provide adequate grazing for cattle. Lessee further agrees that it will not use any portion of the premises herein leased for the purposes herein stated, or for any other, for a distance of not less than fifty (50) feet from each and every border of the said premises, which is to say that a border of fifty (50) feet surrounding the premises will not be used in the land fill operations by the Lessee and that no trees will be cut and no clearing or other work will be done or made within this fifty (50) foot border except for necessary ingress and egress of vehicles using said premises where there are no existing roads available. Further, the Lessee agrees that it will not use the premises herein leased for the purposes herein stated for a distance of not less than fifty (50) feet from the banks of any creek or stream located in or along the said demised premises. It is further agreed by the Lessee that any trees cut from the demised premises by the Lessee will be cut at the expense of

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