

## Platte River Well Field Farm Lease

This Lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between CITY OF LINCOLN, **Owner**, and Dennis M. Thomas, 20 Thomas Lake, Ashland, NE 68003, **Tenant**.

### 1. Description of Property.

- 1.1 **Owner** has this day leased unto the **Tenant** to occupy and use for agricultural and related purposes, the following described property situated in the County of Saunders, and the State of Nebraska: Approximately 240 acres around City of Lincoln Ashland Wellhead Water Operations. (See attached map).
- 1.2 All of this property is hereinafter referred to as the "**farm**".
- 1.3 The **Owner** warrants that he has the right to lease the **farm**, and will defend the **Tenant's** possession against any and all persons whomsoever.

### 2. Term of Lease.

- 2.1 The **Term** of this **Lease** shall be from June 1, 2008 through May 31, 2009, and this **Lease** shall not continue in effect thereafter without the written consent of **Owner**.
- 2.2 **Tenant** shall not re-lease, sub-lease or assign this **Lease**, or any part thereof, without consent of **Owner**.

### 3. Rental Payment.

- 3.1 The **Tenant** shall pay the **Owner** as rent the sum of \$4,300.00 in cash payable on July 1st of each **Lease** year.
- 3.2 Delinquent rent shall bear interest at the highest lawful rate from due date until paid.

### 4. Tenant Agrees That:

- 4.1 All field grounds that can be mowed should be mowed.
  - 4.1.1 If put in windrows, they must be picked up or mulched.
  - 4.1.2 Tenant shall cut the hay at least two (2) times per year unless other arrangements are made.
- 4.2 Road sides need to be mowed from road side to sixteen (16) feet back where allowable, at least four (4) times a year.
- 4.3 Weed control will be the responsibility of the **Owner**.
- 4.4 Gates shall remain closed and only opened during ingress and egress.
- 4.5 All haying shall be completed by October 1 unless other arrangements are made with the **Owner**.
- 4.6 Tenant will maintain the **farm** during said tenancy in as good condition and repairs as to the beginning, or as later improved, normal wear and depreciation from causes beyond the **Tenant's** control excepted.

- 4.7 Tenant will operate the farm in an efficient and husband-like manner, will do the plowing, seeding, cultivating and harvesting at the proper time and in the proper manner.
- 4.8 Tenant will keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains.
- 4.9 Tenant will not commit waste on or damage to the farm and will use due care to prevent others from so doing.
- 4.10 No timber on the farm shall be used for any purpose without the prior written consent of the Owner.
- 4.11 Tenant will permit the Owner or owner's agent to enter the farm at any reasonable time for repairs, improvements or inspection.
- 4.12 Tenant will yield possession of the farm to the Owner at the expiration of this Lease without further notice.
- 4.13 Tenant will prepare and keep adequate records of tenant's farming operations on the property including but not limited to the type, amount and cost of all seeds planted, the type, amount and cost of all fertilizers, insecticides, herbicides and any other chemicals applied to the property.
- 4.14 The tenant, tenants employees and agents of each party shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and safety requirements.

5. Owner Agrees That:

- 5.1 If owner should sell or otherwise transfer the farm, owner will do so subject to the provisions of this Lease.

6. It is Mutually Agreed That:

- 6.1 Time is of the essence of this Lease.
- 6.2 The terms of this Lease shall apply to the heirs, personal representatives, successors and assigns of both Owner and Tenant in like manner as to the original parties.
- 6.3 In the event this Lease is renewed for additional one year term, the heirs or personal representative of the deceased party shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

7. Default

- 7.1 Upon default by either party, the other party shall have all rights of law, including forcible entry and retainer.
- 7.2 If the Tenant fails to carry out any provision of this Lease, Owner may enter and take possession and the Tenant shall peaceably vacate the premises.

8. Hunting

There shall be no hunting on **Owner's** property nor shall **Tenant** allow unauthorized access to the property.

9. Chemicals

9.1 **Tenant** shall, prior to usage, provide **Owner** with a list of all chemicals (fertilizers, herbicides, pesticides) to be used on the property.

9.2 **Owner** may prohibit the use of any chemical which interferes with **Owner's** activities or future plans for the property.

10. Indemnification and Insurance

10.1 **Tenant** shall indemnify and save harmless **Owner** from and against all losses, claims, damages, injuries and expenses arising out of or resulting from **Tenant's** uses of the property.

10.2 **Tenant** shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury insurance.

10.3. **Tenant** shall name **Owner** as additional insured as pertains to the performance of this lease.

10.3.2 The insurance policy shall insure the **Owner** from any and all demands, claims causes of action at law or in equity resulting from the performance of this lease.

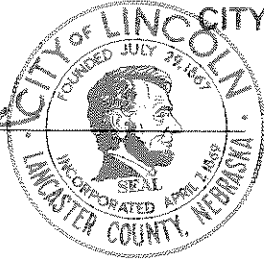
10.3.3 **Tenant** shall provide Worker's Compensation Insurance for any employees of **Tenant** who perform any work under this lease.

10.3.4 **Tenant shall provide the Owner with certification of such insurance subject to the approval of the City Attorney.**

11. This Lease shall not be sublet or assigned without the written consent of Owner.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2008.

Attest  
*Jan E. Ross*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*[Signature]*  
Director of Public Works/Utilities

TENANT

Company Name

By:

*20 Thomas Lakes*

*Dennis M. Thomas Clerk*

Street Address

Print Name Title

*Ashland NE 68003*

*[Signature]*

City State Zip Code

Signature

Attest:

City of Lincoln, Nebraska

City Clerk

Mayor Chris Beutler

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Tom Kopplin Asst. Purchasing Agent	Address	City of Lincoln/Lancaster County Purchasing 440 South 8th Street Lincoln, NE 68508	Address  AL
Email		Contact	Tom Kopplin Asst. Purchasing Agent	Contact
Phone	1 (402) 441-7414			Department
Fax	1 (402) 441-6513			Building
Bid Number	08-057	Department		Floor/Room
Title	Platte River Well Feild Farm Lease	Building		Telephone
Bid Type	Bid			Fax
Issue Date	02/12/2008	Floor/Room		Email
Close Date	2/29/2008 12:00:00 PM CST	Telephone	(402) 441-7414	
Need by Date		Fax	(402) 441-6513	
		Email	tkopplin@lincoln.ne.gov	

## Supplier Information

Company	Dennis M. Thomas
Address	20 Thomas Lake  Ashland, NE 68003
Contact	Dennis Thomas
Department	
Building	
Floor/Room	
Telephone	1 (402) 9447852
Fax	1 (402) 9442218
Email	dt30540@windstream.net
Submitted	2/27/2008 2:20:45 PM CST
Total	\$4,300.00

Signature .....

## Supplier Notes

## Bid Notes

If you need assistance in preparing your bid, there are several options.

- 1) Click the the "Help" button in the upper right hand corner of any screen;
- 2) Contact our office for a training session in Purchasing or assistance over the phone;
- 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt>

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Terms & Conditions	I acknowledge reading and understanding the Terms and Conditions.	Yes
3	Renewal is an Option	Contract Extension Renewal is an option.	Yes
4	Term Clause of Contract	(a) Bid prices firm for the full contract period YES or NO   (b) Bid prices subject to escalation/de-escalation YES or NO   (c) If (b), state period for which prices will remain firm: through _____	YES
5	Affirmative Action	I acknowledge reading and understanding the Affirmative Action Policy.	Yes
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Bid Response Information	I acknowledge reading and understanding the Bid Response Information	Yes
8	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders	Yes
9	Inter-Local Purchasing	I will honor Inter-Local Purchasing.	Yes
10	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
11	Contact	Name of person submitting this bid:	Dennis Thomas

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Line Items

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#	Qty	UOM	Description	Response
1	1	Yearly-Lump Sum	Yearly Lump Sum Payment Due July 1, 2008.	\$4,300.00

Item Notes: An additional payment of this amount shall be due on July 1, 2009 & July 1, 2010 if the City chooses to renew the contract.

Supplier Notes:

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Response Total \$4,300.00

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/08

<b>PRODUCER</b> INSPRO Insurance 1919 S 40th St, Suite #104 P.O. Box 6847 Lincoln, NE 68506	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> Dennis & Susan Thomas 20 Thomas Lakes Ashland, NE 68003	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Nationwide Insurance</b> INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FPK7203274910	03/03/08	03/03/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	FPK7231562535	03/03/08	03/03/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	ACP7203243239	04/15/08	04/15/09	WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Lincoln & Lancaster County are listed as Additional Insureds.

**CERTIFICATE HOLDER**

The City of Lincoln & Lancaster County  
 440 South 8th Street Suite 200  
 Lincoln, NE 68508

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

