

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the owner, the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the COUNTY, and Lincoln Amateur Radio Club, Inc., 3901 S. 42<sup>nd</sup> St., Lincoln, Nebraska 68506, hereinafter referred to as LESSEE, WITNESSETH:

1. Leased Property: The COUNTY does hereby agree to lease unto the LESSEE a portion of the building located on the following legally described premises generally located at 1440 W. Burnham Street in Lancaster County, Nebraska:

The west 100 feet of the south 141.24 feet of lot 14, Stockwell a subdivision of the N  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 4, T9N, R6E of the 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska.

The specific portion of the building to be leased to LESSEE is depicted in Exhibit A to this Agreement, which Exhibit is attached hereto and incorporated herein by this reference.

2. Term: For use of said premises unto LESSEE beginning on the date of execution of this Agreement, and continuing in full force and effect for one year, unless and until either party terminates this Agreement by giving the other party written notice (10) days in advance of such termination date, or unless the Agreement is terminated pursuant to Paragraph 10 of this Agreement.

3. Consideration: For use of the leased premises, LESSEE hereby agrees to pay the COUNTY the sum of \$0.00 per acre, for a total of Zero Dollars (\$0.00), and to fulfill the other promises contained in this Agreement.

4. Use and Occupancy: Said leased premises are to be used by LESSEE as a storage area for LESSEE's materials related to Lancaster County emergency management purposes and for no other purpose whatsoever. LESSEE shall not knowingly permit or engage in any business in violation of municipal, county, state, or federal laws. LESSEE further agrees to not deliberately or negligently destroy, deface, damage, impair, or remove any part of the leased premises and shall otherwise maintain the premises in reasonably safe and sanitary conditions in compliance with all applicable laws and ordinances. LESSEE shall also keep the premises under its control in a clean and safe order and free from rubbish and danger of fire at all times.

5. Maintenance: LESSEE agrees to maintain that portion of the leased premises during the term of its use of said premises.

6. Indemnity: Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing

in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees, except as provided in Section 7 of this Agreement.

7. Liability for Damage: In consideration for the County's charging no monetary fee to LESSEE for the lease of said premises to LESSEE, LESSEE agrees that all personal property on said leased premises shall be at the sole risk of LESSEE, and COUNTY shall not be liable for any damage to said personal property, to the LESSEE, or to any other person, caused by water, sewage, gas, or odors, or by negligence or an act by any third party or COUNTY, or caused in any manner whatsoever.

8. Hazardous Materials: Neither LESSEE, nor any of LESSEE's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the property any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"). LESSEE shall protect, defend, indemnify and hold COUNTY harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of LESSEE to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the property of any Hazardous Materials, or by reason of any actual or asserted failure of LESSEE to keep, observe, or perform any provision of this Section 8.

9. Insurance: LESSEE hereby agrees to maintain and keep in force a policy of liability insurance protection insuring the COUNTY and LESSEE against all claims, demands, or actions, in the amount of not less than \$1,000,000 for injury to or a death of any one person; in an amount not less than \$2,000,000 for injury or death of more than one person in any one accident; and in an amount of not less than \$1,000,000 for damages to property, made by or on behalf of any person or persons, firm or corporation, arising from, related to, or connected with LESSEE's use of the leased premises. LESSEE shall provide a certificate of insurance evidencing such coverage before this Agreement commences. Lancaster County shall be named as Additional Insured on said certificate of insurance.

10. Alterations and Improvements: LESSEE shall not make any structural alterations, improvements, or changes affecting the premises used and occupied by LESSEE, without the prior written consent of COUNTY.

11. Assignment: LESSEE shall not assign this Agreement or underlet, sublet, or relinquish said premises without first obtaining written approval from COUNTY. Under no condition is the land leased by LESSEE to be occupied by anyone other than the LESSEE without written permission by the COUNTY. Any violation of this condition will result in

termination of the agreement and LESSEE will be asked to vacate the premises.

12. Taxes: If the leased property or any portion thereof is determined to be taxable or subject to assessment for any reason, the COUNTY shall be obligated to pay said taxes.

13. Right to Inspect: The COUNTY or its authorized agent shall have the right to enter upon said leased premises at all reasonable times during the lease to view the same, to ascertain if the terms and conditions of the lease or which these premises are a part, are being complied with by LESSEE.

14. Surrender: In the event that the COUNTY terminates this Agreement pursuant to Paragraph 2, or upon the expiration of the term of the Agreement, LESSEE agrees to surrender to the COUNTY the peaceable possession of said leased premises, with all keys, bolts, latches, and repairs, if any, in as clean and good a condition, excepting ordinary wear and tear and providential destruction, as when the tenancy commenced. LESSEE agrees to dispose of any and all debris resulting from LESSEE's usage and to restore the premises to as good a condition as when the tenancy commenced. It shall be further agreed that upon surrender or termination of the LESSEE's occupancy of the premises, LESSEE shall have no claim or right to receive compensation by virtue of the Eminent Domain Statutes of the State of Nebraska (Neb. Rev. Stat., Chapter 76, Art. 7).

15. Notices: All notices required to be made by the terms of this Agreement shall be made by delivering the same to LESSEE, Edward Holloway, President, Lincoln Amateur Radio Club, Inc., 3901 S. 42<sup>nd</sup> St., Lincoln, Nebraska 68506, or his or her successor or designated representative, and all notices required to be made on the COUNTY shall be made to the attention of the Chairperson of the Board of County Commissioners at 555 South 10<sup>th</sup> Street, Lincoln, Nebraska 68508, and Pamela Dingman, Lancaster County Engineer, 444 Cherrycreek Road, Bldg C, Lincoln, Nebraska 68528.

16. Integration: The parties hereby agree that this Agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements, and negotiations between the parties whether verbal or written. This Agreement may be amended only by a subsequent written agreement.

17. Non-waiver: COUNTY'S failure or neglect to enforce any of its rights under this Sublease shall not be deemed to be a waiver of COUNTY'S rights.

IN WITNESS WHEREOF, the COUNTY and LESSEE have hereto subscribed their signatures on the dates below indicated.

Executed by the LESSEE this 21 day of March, 2017.

By: 

Name: Edward C. Holloway  
Title: President LARC

Executed by the COUNTY this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

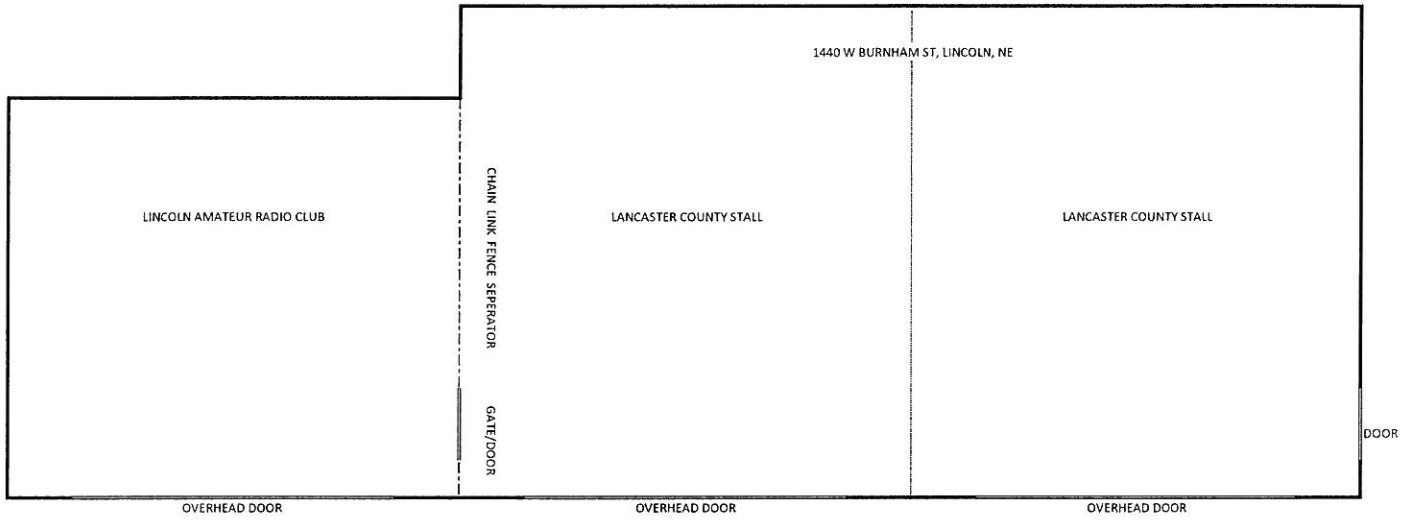
THE COUNTY BOARD OF  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
for JOE KELLY  
County Attorney

EXHIBIT A





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Forsyth Insurance Agency Inc. 1265 So. Cotner Blvd., Ste.#21 Lincoln, NE 68510-4974 Kenneth R. Olsen	CONTACT NAME: <b>Kenneth R. Olsen</b>	FAX (A/C, No): <b>402-483-4760</b>	
	PHONE (A/C, No, Ext): <b>402-483-7861</b>	E-MAIL ADDRESS:	
INSURED <b>Lincoln Amateur Radio Club P O Box 5006 Lincoln, NE 68505</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Nationwide Mutual Ins. Co.</b>		<b>23787</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ACPGLO7200048789	01/07/2017	01/07/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lancaster County is named as an Additional Insured as respects General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

LANCCTY

Lancaster County  
555 South 10th Street  
Lincoln, NE 68508-2803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE