

## 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 Randy Chevalier, 8525 Executive Woods Drive, Lincoln, Nebraska 68512 hereinafter referred to as LESSEE, WITNESSETH:

1. Leased Property: The COUNTY does hereby agree to lease unto the LESSEE the following described premises:

5.75 acres of agricultural land located in Lancaster County, Nebraska, legally described as S20, T9, R8, 6<sup>th</sup> Principal Meridian, LOT 28 NW, Lincoln, Nebraska.

2. Term: For use of said premises unto LESSEE beginning January 1, 2017, and continuing in full force and effect through December 31, 2017, unless and until the COUNTY terminates this Agreement by giving the LESSEE written notice thirty (30) days in advance of such termination date, or unless the Agreement is terminated pursuant to Paragraph 10 of this Agreement. If the COUNTY terminates by giving notice pursuant to this Paragraph 2, or if the lease is terminated pursuant to Paragraph 10 of this Agreement, COUNTY shall retain all Consideration paid by LESSEE pursuant to Paragraph 3 of this Agreement. In the event of termination pursuant to this Paragraph 2 or pursuant to Paragraph 3 of this Agreement, then LESSEE shall retain the right to enter the Leased Property solely to cultivate, gather, and harvest the crops sown by LESSEE prior to the Notice of Termination by the COUNTY, but in no event shall LESSEE have any right to enter the Leased Property to cultivate, gather, or harvest crops sown by LESSEE after December 31, 2017. In no event shall any assignee of LESSEE have any right to emblements or to enter upon the Leased Property for any reason whatsoever.

3. Consideration: For use of the leased premises, LESSEE hereby agrees to pay the COUNTY the sum of \$43.48 per acre, for a total of Two Hundred Fifty Dollars and Zero Cents (\$250.00), due and payable to the COUNTY by the 31<sup>st</sup> day of May, 2017. All payments are to be made payable to County/City Property Management and sent to Donald F. Killeen, Property Manager, 920 O Street, Suite 203 Lincoln, Nebraska 68508.

4. Use and Occupancy: Said leased premises are to be used by LESSEE as agricultural land 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, free from noxious weeds, that portion of the leased premises during the term of their use of said lands.

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.

7. Liability for Damage: All personal property on said leased premises shall be at the 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 caused in any manner whatsoever except loss caused by COUNTY's negligence.

8. 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 arising from, related to, or connected with LESSEE's operations on the leased premises. LESSEE shall provide a certificate of insurance evidencing such coverage before this Agreement commences, which coverage shall provide at least the following limits:

\$1,000,000 Each Occurrence; and  
\$1,000,000 General Aggregate.

Lancaster County shall be named as Additional Insured on said certificate of insurance.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. 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).

14. Notices: All notices required to be made by the terms of this Agreement shall be made by delivering the same to LESSEE, Randy Chevalier, Commercial Investment Properties, 8525 Executive Woods Drive, Lincoln, Nebraska 68512, 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 Chair of the Board of Commissioners at 555 South 10<sup>th</sup> Street, Lincoln, NE 68508, and Donald F. Killeen, Property Manager, 920 O Street, Suite 203 Lincoln, Nebraska 68508.

15. 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.

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

Executed by the LESSEE this 28 day of June, 2017.

By: 

Title: Individually

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/2016

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).

<b>PRODUCER</b> State Farm Insurance Jay Bergmeier Agency 16707 Q Street, STE 1 Omaha, NE 68135	<b>CONTACT NAME:</b> Dustin Bergmeier <b>PHONE (A/C. No.):</b> 402-895-7500 <b>FAX (A/C. No.):</b> 402-895-1220 <b>E-MAIL ADDRESS:</b> dustin.bergmeier.cyr1@statefarm.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> TCS Family Farms LP C/O Thomas Schleich 13760 Yankee Hill Rd Bennet, NE 68317-2099	

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	ADD'L SUBR. INSR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Farm/Ranch Policy  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	97-BL-S068-3	08/30/2015	08/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (PER OCCURRENCE) \$ MED. EXP. (ANY ONE PERSON) \$ 5,000 PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP. PROP. AGG. \$ Scheduled Property \$ 45,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB.</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB.</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF. <input type="checkbox"/> RETENTION(S)					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If Y/N, describe in endorsement or DESCRIPTION OF OPERATIONS below					PER STATUTE OR OTHER \$ 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)**

30 Day Cancellation Notice 10 Day Non-payment	New Location: 5.752 Acres Property Property ID 22-20-100-004-000
2007 MF 593 TRACTOR S#8027BR24001 \$24,500	Located East of 12201 Pine Lake Road Walton, NE 68461
2007 MF DL 280 LOADER S#8027BR24001 \$3,800	Certificate Holder, Lancaster County, is also an additional insured listed on the policy.
64 NH 271 SMALL SQ. BALER #6051 \$4,000	
64 NH 271 SMALL SQ. BALER #8880 \$4,000	
92 CH 8360 16' SWATHER #CFH0009937 \$7,500	
97 JD 7' ROTARY SHREDDER #13486 \$1,300	

<b>CERTIFICATE HOLDER</b> Lancaster County 555 South 10th Street, Room 12 Lincoln, NE 68508	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Jay Bergmeier by: Dustin Bergmeier
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