

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 Dean Smith, 11600 Alvo Road, Waverly, Nebraska 68462 hereinafter referred to as LESSEE, WITNESSETH:

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

13.92 acres of agricultural land located in Lancaster County, Nebraska, legally described as Day Commercial Park, Block 1, Lot 4, Property ID 24-20-401-004-000.

2. Term: For use of said premises unto LESSEE beginning January 1, 2018, and continuing in full force and effect through December 31, 2018, 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, 2018. 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 \$150.00 per acre, for a total of Two Thousand Eighty-Eight Dollars and Zero Cents (\$2,088.00), due and payable to the COUNTY by the 31st day of May, 2018. All payments are to be made payable to County/City Property Management and sent to Kerin Peterson, 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: LESSEE agrees to indemnify and hold harmless, to the fullest extent allowed by law, the COUNTY 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, LESSEE 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 LESSEE to indemnify or hold harmless the COUNTY 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, 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 operations on the leased premises. LESSEE shall provide an additional insured endorsement acceptable to the COUNTY naming the COUNTY as additional insured on said policy. LESSEE shall provide a certificate of insurance and endorsement form or other proof as acceptable to the COUNTY evidencing such coverage before this Agreement commences.

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 required 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 Paragraphs 2 or 10 of this Agreement, 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, Dean Smith, 11600 Alvo Road, Waverly, Nebraska 68462, 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 10th Street, Lincoln, NE 68508, and Kerin Peterson, 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 concerning the subject matter herein. 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 14 day of May, 2018

By: Dean D Smith

Title: Owner

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 Lancaster County Attorney