

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. Failure of the COUNTY to object to the form of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any of the insurance requirements set forth herein.

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.

16. Forbearance Not Waiver: COUNTY'S failure or neglect to enforce any of its rights under this Agreement will 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 22 day of June, 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

DECLARATIONS

FARM AND RANCH

PAGE 1

POLICY NUMBER	FILE NUMBER	EFFECTIVE DATE MO DAY YR	BILLED TO	AGENCY AND AGENT
FG909686	499544	05/22/18	INSURED	0322-004 MIDWEST INS. EXCHANGE, INC. TUCKER, ERICA S. (402) 781-9669

NAMED INSURED(S) SMITH, DEAN & DEBRA
11600 ALVO RD
WAVERLY NE 68462

THIS POLICY COVERS FOR THE TERM INDICATED BELOW AND WILL BE RENEWED EACH TERM THEREAFTER.

TERM (MONTHS)	POLICY FORM	PACKAGE
12	4	YES

INSURANCE ATTACHES ONLY TO THOSE COVERAGES AND/OR ITEMS DESCRIBED IN THE DECLARATIONS AT THE LOCATION(S) INDICATED FOR WHICH AN AMOUNT IS SHOWN IN THE SPACE PROVIDED, AND NOT EXCEEDING SAID AMOUNT; AND SUBJECT TO THE PERILS, DEFINITIONS, TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH IN THE POLICY.

IDENTIFICATION CODE	ITEM	LOCATIONS & COVERAGES / ITEMS	MORTGAGEE	DEDUCTIBLE	AMOUNT OF INSURANCE	PREMIUM
SECTION I - \$500 DEDUCTIBLE APPLIES PER OCCURRENCE UNLESS DIFFERENT AMOUNT IS SHOWN BELOW						
LOCATION	1	SE4&E2SE4 SEC 30 11 8 LANCASTER CO. NE 68462				
0340-001	B	PERSONAL PROPERTY OWNED BY DEAN & DEBRA PROPERTY REPLACEMENT COST ALARM CREDITS APPLIED - 1.5%			50,000	\$192.00
0400-002	C	LOSS OF USE			10,000	INCL
0340-008		SECT I MULTI POLICY DISCOUNT				\$38.00-
TOTAL SECTION I						\$154.00

SECTION VI

0600-003	L	FARMERS COMPREHENSIVE PERSONAL LIABILITY: LIABILITY - BI AND PD 237 ACRES 1 SET OF BUILDINGS 1 MAN-MONTH HIRED LABOR AND EMPLOYERS LIABILITY \$1000 CUSTOM FARMING RECEIPTS 3 ADDITIONAL INSUREDS			1,000,000	\$198.00 INCL INCL INCL
0600-005		LRC				\$55.00
0600-006		LANCASTER COUNTY				\$55.00
0600-007		NEBCO INC				\$55.00
0640-004	M	MEDICAL PAYMENTS TO OTHERS (EACH PERSON)			5,000	\$24.00
	N	DAMAGE TO PROPERTY OF OTHERS PER OCCURRENCE			1,000	INCL
	O	DEATH OF LIVESTOCK ON PUBLIC HIGHWAYS			500	INCL
TOTAL SECTION VI						\$387.00
TOTAL TERM PREMIUM						\$541.00

DESCRIPTION OF PREMISES								
1	140	SE4&E2SE4	SEC 30	11	8	LANCASTER CO.	NE	68462
2	20	SE4 LT48	SEC 19	10	6	LANCASTER CO.	NE	68528
3	10	SE4 LT50	SEC 19	10	6	LANCASTER CO.	NE	68528
4	14		SEC 29	11	8	LANCASTER CO.	NE	68462
5	29	LT18	SEC 35	10	7	LANCASTER CO.	NE	68461

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farmers mutual
of nebraska

501 South 13th Street
PO Box 81529
Lincoln, NE 68501

SMITH, DEAN & DEBRA
FG909686 PAGE 2

IDENTIFICATION CODE	ITEM	LOCATIONS & COVERAGES / ITEMS	MORTGAGEE	DEDUCTIBLE	AMOUNT OF INSURANCE	PREMIUM
6	24	SEC 33 11 7 LANCASTER CO. NE			68462	

SUBJECT TO THE FOLLOWING ENDORSEMENTS
 10108-0314 FARM AND RANCH 4 POLICY
 21123-0314 PROPERTY REPLACEMENT COST
 20112-1195 ADDL .INS PERSON-PREM LIAB ONLY

18150

LAST REVIEW YEAR: 2018



PO Box 81529
Lincoln, NE 68501
800.742.7433

POLICY: FG909686 FILE: 499544 INSURED: SMITH, DEAN & DEBRA

ADDITIONAL INSURED PERSON
(DESIGNATED PREMISES ONLY)

PAGE 1

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. LRC
PO BOX 81228
LINCOLN NE 68501
2. LANCASTER COUNTY
920 O STREET
SUITE 203
LINCOLN NE 68508
3. NEBCO INC
1815 Y STREET
LINCOLN NE 68508

LOCATION DESCRIPTION:

1. LOC 2 & 3
2. LOCS 4 & 5
3. LOC 6

THE DEFINITION OF INSURED PERSON IN THIS POLICY INCLUDES THE PERSON(S)
OR ORGANIZATION(S) NAMED ABOVE, SUBJECT TO THE FOLLOWING CONDITION:

INSURANCE AFFORDED UNDER SECTION VI - FARM AND PERSONAL LIABILITY
PROTECTION, COVERAGE L - FARM AND PERSONAL LIABILITY AND COVERAGE M -
MEDICAL PAYMENTS TO OTHERS, APPLIES ONLY TO THE OWNERSHIP, MAINTENANCE OR
USE OF THE INSURED PREMISES FOR FARMING OPERATIONS.

THIS COVERAGE DOES NOT APPLY TO BODILY INJURY TO ANY EMPLOYEE OF THE
PERSON OR ORGANIZATION NAMED ABOVE ARISING OUT OF OR IN THE COURSE OF
THE EMPLOYEE'S EMPLOYMENT BY THE PERSON OR ORGANIZATION EXCEPT IN
OPERATIONS NECESSARY OR INCIDENTAL TO THE OWNERSHIP, MAINTENANCE OR
USE OF THE INSURED PREMISES.

THE WORDS UNDERLINED ARE DEFINED IN THE DEFINITION SECTION OF THE POLICY.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

THIS ENDORSEMENT FORMS A PART OF THE ABOVE POLICY AND IS EFFECTIVE FROM:
05/22/18.