

**City of Seward, NE**  
**Tuesday, February 17, 2015**  
**Regular Session**

**Item G11**

**CONSIDERATION OF FARM LEASE AGREEMENT WITH  
CHRIS BECKLER - City Atty Hoffschneider**

**Staff Contact:**

**CASH FARM LEASE**

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following described real estate under the following described terms:

**Landlord:** City of Seward, a Nebraska Municipal Corporation

**Address:** P.O. Box. 38; 537 Main Street, Seward, Nebraska 68434

**Tenant:** Christopher Beckler

**Address:** 1371 252<sup>nd</sup> Road, Seward, Nebraska 68434

**Real Estate:** See Attached Legal Description, Exhibit "A".

1. **Term:** This term of this lease shall commence on March 1, 2015, and shall expire on February 29, 2016. The term of the lease covers the 2015 crop year.

2. **Rent:** Landlord and Tenant stipulate and agree that cash rent is based on 15 acres of farmland. The rent shall be Forty Dollars (\$40) per acre, or Six Hundred Dollars (\$600) per year, payable in cash in two equal payments: Three Hundred Dollars (\$300) on March 1, 2015 and Three Hundred Dollars (\$300) on September 1, 2015.

3. **Provisions:**

A. As long as the rent herein is paid and the obligations of the Tenant herein followed, Landlord shall give Tenant peaceful possession of the premises through the term.

B. Tenant agrees to maintain the farm and to keep all fences and other improvements on the leased premises in as good a repair and condition as they are in when they enter possession, reasonable wear and tear excepted.

C. Tenant agrees to farm the leased premises in a good husbandry-like manner, keep the premises free from weed infestation, destroy weeds before they ripen to seed, and to the extent not cropped, keep the premises mowed.

D. Unless otherwise noted in an attachment hereto, Tenant shall maintain all personal property leased herewith.

E. Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.

F. Tenant is authorized to enter any farm programs, government or otherwise, which apply solely to the leased term hereof or for the specific crop year herein set forth. Tenant is not authorized to enter into any farm programs, government or otherwise, extending beyond the expiration date of this lease. Program benefits within the term inure to the Tenant. Any programs beyond the term shall be subject to separate agreement or addendum hereto.

G. Tenant shall keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains and fences.

4. **Insurance:** Landlord shall insure any personal property for fire and such other coverage as Landlord may desire in its sole discretion. Tenant shall carry such liability and other insurance as Landlord may reasonably require. Tenant shall provide insurance coverage for any insurable risk of Tenant.

5. **Holding Over:** Upon expiration of the initial term hereof, this lease shall automatically be renewed for a further period of one year, and thereafter for succeeding and consecutive one-year periods until either party gives written notice to the other that the lease will terminate at the end of the current one-year period. Notice of termination shall be given by August 31 of the one-year period.

6. **Entry:** Landlord or its agents may enter the premises at any and all reasonable times to inspect the property, plant fall crops during the fall prior to the termination of this lease (provided such entry does not interfere with Tenant's regular farming operation), for improvements, and to perform any obligation of Landlord hereunder.

7. **General Terms:**

A. The agent signing below warrants and represents that he has good and lawful authority to enter this lease on behalf of the Landlord.

B. Any sale or transfer of title to the real estate shall be subject to the terms and provisions of this lease.

C. This agreement shall extend to and be binding upon the parties hereto, their heirs, devisees, personal representatives, and assigns

D. The parties expressly acknowledge and agree that the entering into of this lease in no way constitutes a partnership between the Landlord and the Tenant.

E. The lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

F. This lease supersedes all previous agreements between the Landlord and the Tenant relating to its subject matter. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have hereunto signed their names this \_\_\_\_\_ day of February, 2015.

**LANDLORD:**

\_\_\_\_\_  
JOSHUA EICKMEIER, CITY MAYOR

**TENANT:**

\_\_\_\_\_  
CHRISTOPHER BECKLER

## ATTACHMENT "A"

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) and the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Twenty-two (22), Township Eleven (11), North, Range, Three (3), East of the 6<sup>th</sup> P.M., Seward County, Nebraska, EXCEPT the following: Commencing at the Southeast Corner of the NW 1/4 SW 1/4 of said Section 22; thence Northerly along the East Line of said NW 1/4, a distance of 804.15 feet to the Point of Beginning; thence continuing Northerly along said East Line, a distance of 523.15 feet to the Northeast Corner of said NW 1/4; thence Northerly along the East Line of the SW 1/4 NW 1/4, on a deflection angle of 0°29' left, a distance of 683.0 feet to the Southerly right-of-way line of the Burlington Northern Railroad; thence Westerly along said right-of-way line on a deflection angle of 107°14' left, a distance of 28.35 feet to the beginning of a curve concave Southeasterly, having a radius of 1177.77 feet; thence Southwesterly along said right-of-way line on a deflection angle of 14°27' left, a chord distance of 894.4 feet; thence Southwesterly on a deflection angle of 21°18' left, a distance of 522.9 feet; thence Southwesterly on a deflection angle of 4°39' left, a distance of 352.47 feet; thence Easterly on a deflection angle of 148°07' left, a distance of 1287.31 feet to the Point of Beginning. And also EXCEPTING the following: Commencing at the North 1/16th Corner of said SW 1/4; thence along the East Line of the NW 1/4 SW 1/4 S0°29'43" W 524.65 feet; thence N 89°25'13" W 1229.08 feet to the Point of Beginning; thence continuing along the last described course N89°25'13" W 58.16 feet to a point on the Southeasterly right-of-way line of the Burlington Northern Railroad; thence along said right-of-way S32°21'58" W 19.43 feet to a point 33.0 feet East of the West Line of said SW 1/4; thence parallel to said West Line S0°28'23" W 94.79 feet; thence N32°05'02" E 130.55 feet to the Point of Beginning.

Said tract to INCLUDE the following: Beginning at the North 1/16th Corner of said SW 1/4; thence along the East Line of the NW 1/4 SW 1/4 S0°29'43" W 524.65 feet; thence N89°25'13" W 1012.64 feet; thence N56°59'10" E 212.54 feet; thence N37°42'14" E 139.01 feet; thence N 15°59'32" E 510.82 feet; thence parallel to the North Line of said Southwest Quarter, N89°39'13" W 175.00 feet to a point on the Southeasterly right-of-way line of the Burlington Northern Railroad; thence along said right-of-way for the next two courses, along a railroad curve to the right, having a central angle of 44°37'49", a radius of 1177.77 feet and a chord bearing and distance of N58°19'43" E 894.40 feet; thence N72°46'43" E 28.35 feet to a point on the East Line of the SW 1/4 NW 1/4 of said Section 22; thence along said East Line S0°00'39" W 681.50 feet to the Point of Beginning. And to also INCLUDE the following: Commencing at the North 1/16th Corner of said SW 1/4; thence along the East Line of the NW 1/4 SW 1/4 S0°29'43" W 524.65 feet; thence N89°25'13" W 1012.64 feet to the Point of Beginning; thence continuing along the last described course N89°25'13" W 216.44 feet; thence N32°05'02" E 95.84 feet; thence S63°15'39" E 185.34 feet to the Point of Beginning.