

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

Item G12

**CONSIDERATION OF FARM LEASE AGREEMENT WITH
MARLIN LUEBBE - 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: Marlin Luebbe

Address: 1348 238th Road, Seward, Nebraska 68434-8053

Real Estate: See Attached Legal Description, Attachment "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 2.52 acres of farmland. The rent shall be One Hundred Sixty Five Dollars (\$165) per acre or Four Hundred Fifteen Dollars and Eighty Cents (\$415.80) per year, payable in cash in two equal payments: Two Hundred Seven Dollars and Ninety Cents (\$207.90) on March 1, 2015 and Two Hundred Seven Dollars and Ninety Cents (\$207.90) 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:

MARLIN LUEBBE

ATTACHMENT "A"

A part of Lots 3 and 4 in the East Half of the Northwest Quarter (E1/2 NW1/4) of Section 28, Township 11 North, Range 3, East of the 6th P.M., Seward County, Nebraska, more fully described by metes and bounds as follows: For the following survey the West line of the said East Half of the Northwest Quarter was assumed North for orientation of bearings.

Referring to the Southwest Corner of said East Half of the Northwest Quarter, thence North along the West line of said East Half of Northwest Quarter a distance of 1,637.12 feet to a point on the West line of said E112NW1/4 and the point of beginning. Thence North 89 52'33" East a distance of 568.48 feet to a point on a Westerly right-of-way line of said County-public road, thence North 11 50'57" East along the Westerly right-of-way line of said County-public road a distance of 166.6 feet more or less to a point on the Westerly line of said County-public road. Thence North 61 56'55" West a distance of 357 feet more or less. Thence North 83 44'52" West a distance of 59.1 feet, thence North 65 23'55" West a distance of 41.37 feet to a point on the North line of Lot 3. Thence North 89 45'29" West along the North line of said Lot 3, a distance of 191.28 feet to a point on the West line of the said East Half of the Northwest Quarter, being also the Northwest Corner of said Lot 3, thence South 00 00'00" East along the West line of said Lot 3, a distance of 351.04 feet to the Point of Beginning.