

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

Item G13

**CONSIDERATION OF FARM LEASE AGREEMENT WITH
JOHN HEATH - 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: John Heath

Address: 2010 Rainbow Avenue, Seward, Nebraska 68434

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 30 acres of farmland. The rent shall be Three Hundred Dollars (\$300) per acre or Nine Thousand Dollars (\$9,000) per year, payable in cash in two equal payments: Four Thousand Five Hundred Dollars (\$4,500) on March 1, 2015 and Four Thousand Five Hundred Dollars 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:

JOHN HEATH

ATTACHMENT "A"

All that portion of the Northeast Quarter of the Southeast Quarter of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3), East of the 6th P.M., City of Seward, Seward County, Nebraska lying Westerly of a line drawn parallel with the distant 176.8 feet Westerly of, as measured by right angles to, the East line of said Northeast Quarter of the Southeast Quarter and lying Southwesterly of, as measured radially to, Burlington Northern Railroad Company's relocated main track centerline, as now located and constructed. LESS and EXCEPT the following parcel: That portion of the Northeast Quarter, Southeast Quarter of Section Twenty-Nine (29), Township Eleven (11) North, Range Three (3) East of the 6th P.M., City of Seward, Seward County, Nebraska, lying between a line drawn parallel with and distant 50.0 feet Southwesterly of, as measured radially to, Burlington Northern Railroad Company's main track centerline as now located and constructed and a line drawn parallel with, and distant 100.0 feet Southwesterly of, said centerline.