

## FARM LEASE AGREEMENT

This lease entered into between the Board of Public Works, acting on behalf of the City of Fairbury, Nebraska, a municipal corporation (Landlord) and \_\_\_\_\_ (Tenant).

### 1. LEASED PREMISES

Landlord hereby leases to Tenant to occupy and use for agriculture purposes approximately 38 acres of cropland owned by the Landlord in the Southwest Quarter (SW ¼) of Section (15), Township Two (2) North, Range Two (2) East of the Sixth P.M. in Jefferson County, Nebraska with the following stipulation: a minor section of the cropland may be disturbed as part of the City of Fairbury's water improvement project (approximately 8 acres, to be defined with staking/surveying by the City of Fairbury) for the year 2020. During the Term of this Lease, Landlord reserves for itself, its agents, representatives, and contractors the right to enter upon the Leased Premises at any reasonable time for any reasonable purposes, including without limitation, inspecting the Leased Premises, making improvements to the Leased Premises, and performing work associated with Fairbury's water improvement project. This right of entry is separate, apart from, and in addition to Landlord's right of entry in the event of default and other rights provided herein and by operation of law.

### 2. TERM OF LEASE

The term of this lease shall be for two (2) years from April 1, 2020 to April 30, 2022.

### 3. CASH RENTAL

Tenant agrees to pay Landlord annual cash rent in the amount of \$\_\_\_\_\_, said rental to be payable semi-annually as follows:

A. The sum of \_\_\_\_\_ on or before May 1 of each year of the term;

B. The sum of \_\_\_\_\_ on or before December 1 of each year of the term;

### 4. OPERATING EXPENSES

Tenant shall furnish all labor, equipment, fertilizer, chemical, and other operating expenses for operation of the farm.

### 5. FARMING PRACTICES

Tenant will use diligence to keep the premises free from weeds, including land next to fences, and will operate the farm in an efficient and husband like way, using generally acceptable farming and conservation practices.

### 6. SUBLEASING

Tenant shall not sublease the premises or any part thereof without the written consent of the Landlord.

### 7. CROP RESIDUES

Tenant shall not permit grazing or pasturing of crop residues by livestock on the premises during the term of the lease.

### 8. HUNTING

## FARM LEASE AGREEMENT

No hunting shall be permitted on the leased premises

### 9. NON-WAIVER

The failure or delay of Landlord or Tenant to exercise any of the respective rights or privileges under the term of this lease shall not be held a waiver of the terms, covenants or privileges of either party under the same. Any act of either Landlord or Tenant waiving, or which may be held to have waived, any specific default of the other party shall not be construed or held to be a waiver of any future default.

### 10. DEFAULT

Time is of the essence of this lease. If tenant fails to pay the rent or fails to perform any other term, condition, or covenant of this lease, Landlord may terminate the lease by giving written notice of termination to Tenant, and may regain possession of the property in the manner then provided by the laws of the State of Nebraska. The right to terminate this lease shall be in addition to any other rights or remedies then provided by the laws of the State of Nebraska for breach of contract by Tenant.

### 11. TERMINATION

This lease shall terminate without further notice at the conclusion of the term unless renewed or extended by written agreement of the parties. Tenant specifically waives notice of termination.

### 12. PARTIES BOUND

Landlord and Tenant bind their heir's successors and assigns to the performance of the terms of this agreement.

EXECUTED on \_\_\_\_\_, 2020

Board of Public Works for the  
City of Fairbury – Owner

By \_\_\_\_\_  
BOPW Chair – Glen Tedrow

\_\_\_\_\_  
Tenant – NAME

FARM LEASE AGREEMENT

STATE OF NEBRASKA        )  
  )       SS  
County of Jefferson        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017, by Shirley Howell, Chairperson of the Board of Public Works for the City of Fairbury, Nebraska, Municipal Corporation.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF NEBRASKA        )  
  )       SS  
County of Jefferson        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017, by Dusting Kenning, farm tenant.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_