

LEASE AGREEMENT

This agreement made and entered into this *** day of *****, 1999, by and between the STATE OF NEBRASKA, DEPARTMENT OF ROADS, hereinafter known as “LESSOR”, and ***** COUNTY, NEBRASKA, hereinafter known as “LESSEE”.

In consideration of the payment of the sum of \$**** per year, payable in advance of ***** of each year, the Lessor hereby leases to the Lessee, for ***** purposes, as shown on Exhibit A which is made a part of this agreement, the following described land, hereinafter referred to as leased premises:

(insert description)

The Lessor reserves the right to annually review and raise or lower such consideration based upon the fair and reasonable market value of the leased premises and the prevailing return upon similar lands as determined by the State of Nebraska, Department of Roads.

It is agreed and understood that this lease shall continue from year to year and shall be terminated only upon 30 days written notice by the party desiring to terminate this lease. Should the lease be terminated at any time during the leased year, remittance of rental shall be made based on the remaining term of the lease year.

The Lessee will not construct buildings upon the leased premises, make alterations to appurtenances furnished except with written permission of the Lessor. The Lessee also will not sublease, sell or assign its interest or any part of its interest in the leased premises, or make any significant revision in the design shown in Exhibit A or use the leased premises for any purpose other than for *****.

The Lessee will maintain the premises in a safe and neat appearing manner, including fences and improvements of every kind that are now on said premises or that may be erected during the continuance of this lease and will promptly, at the expiration term granted, yield up possession of the leased premises without notice, in as good a repair as they are now or may be at any time during the continuance of this lease, ordinary wear and lose by fire excepted.

It will also be necessary for the Lessee to keep the premises free from noxious weeds and debris. If the Lessee fails to take adequate measures for the control of noxious weeds, Lessee agrees to reimburse the Lessor for any and all costs incurred by the Lessor for the removal of said noxious weeds or debris.

The Lessor, their agents or authorized Federal Highway Administration representatives, may enter upon said premises at any time to inspect, to maintain, to improve or for any other reason associated with the lands use.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree (1) that the leased premises or any part thereof shall not be used for the erection or display of any advertising, sign, device or display, whatsoever; (2) that the leased premises shall not be used for the storage, processing, sorting, transfer or any other kind of use related to or connected with scrap material of any nature or kind; or be used for the storage of flammable, explosive or hazardous material, so as to create or cause an unsightly or obnoxious or create a hazard upon the premises herein leased.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

Lessee shall be responsible for and shall hold the Lessor harmless for any and all liability resulting from the placement, movement or repair of any utility facilities on the leased premises which are in existence at the date of this lease or which are placed upon the leased premises by the Lessee.

The Lessee shall carry adequate insurance for the payment of any damage, injury or loss of life which may occur during the duration of this lease and hold the Lessor harmless from all claims or suits for damages to persons or property arising out of this agreement.

Upon cancellation of the lease by either party, the Lessee may be required, at the option of the Lessor; to remove all improvements placed by the Lessee on the leased premises and surrender peaceable possession to the Lessor at no cost to the Lessor.

Should the Lessee violate any of the conditions of this lease or should the area involved cease to be used for ***** purposes, this lease shall thereby terminate at the option of the Lessor and in order to enforce a forfeiture of non-payment of rent it shall not be necessary to make a demand on the same day the rent shall become due and the said Lessor may at once recover possession of said premises.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties of this lease.

All questions pertaining to this lease shall be referred to the Manager of the Right of Way Division, Department of Roads, or his or her designee.

APPROVED BY:

STATE OF NEBRASKA
DEPARTMENT OF ROADS
LESSOR

LESSEE

Right of Way Manager

Lessee

Date

Date