

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the City of Crete, Nebraska, a Municipal Corporation, hereinafter called Lessor, and NAME, ADDRESS, CITY, STATE, ZIP, hereinafter called Lessee, WITNESSETH:

1. Subject to and upon the terms, provisions and conditions hereinafter set forth, Lessor has demised and leased, and by these presents does demise and lease exclusively unto Lessee as grass/hay land only, and Lessee hereby rents and leases from Lessor as grass/hay land, part of the North 25 Acres of the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section Two (2), Township Seven (7) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, known as Blue Valley Cemetery owned by the City of Crete.

2. This lease shall be and continue in full force and effect commencing on the 1st day of April, 2024, for a period of three (3) year(s), or until the 31st day of March, 2027.

3. Lessee shall pay to Lessor the sum of XX DOLLARS (\$XXXX) per year as rental for said premises, to be paid on the signing of this agreement, and on the 1st day of April each year thereafter, in advance.

4. Lessee shall have reasonable rights of ingress and egress to said premises.

5. Lessee shall keep said premises free of noxious weeds, and other weeds, and destroy all weeds along the fences, including all cockleburrs and thistles, and along the highway adjoining said premises, to comply with all regulations of the County and State. No livestock may be placed in said premises. Lessee agrees that he will carefully protect all fences now on said premises or which may be erected thereon during the continuance of this lease.

6. Lessee shall not interfere in any way with the operation of said premises as a cemetery as designated by the Cemetery Board of City or Director of City Cemetery. Lessee shall be

responsible for any damages done to any tombstones on said premises.

7. Lessee agrees that Lessor or its agents or employees may go upon said premises at any time to inspect the same or to make improvements thereon.

8. Lessee covenants to indemnify and hold Lessor harmless from all claims, demands or actions for injury to, or death of, any person or loss of or damage to property in or about said premises, including the person and property of Lessee, his employees, agents, invitees, licensees, or others, caused or asserted by reason of the breach or violation of any of the agreements, covenants or other provisions of this lease by Lessee, such indemnity to include the cost, expense and attorney fees reasonably incurred by Lessor. Nothing in this lease agreement shall inure to the benefit of a third party.

9. Lessee shall not assign this lease or sublet any part of said premises, without the previous written consent of the Lessor.

10. Lessee shall carry and keep in force and pay for public liability insurance in the amount of \$250,000/500,000 bodily injury, and \$250,000/500,000 personal property damage.

11. This contract shall, and does, create the relationship of landlord and tenant between Lessor and Lessee.

12. If Lessee remains in possession after the expiration of the term hereof with Lessor's acquiescence and without a firm agreement of the parties, Lessee shall be a tenant at will and there shall be no renewal or extension of this lease by operation of law.

13. This lease shall be binding upon and inure to the benefit of Lessor and Lessee, their heirs, personal representatives, assigns, sub-lessees, and/ or successors.

14. This lease contains the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.

THE CITY OF CRETE, NEBRASKA, A
MUNICIPAL CORPORATION. LESSOR

By:

MAYOR

ATTEST:

CITY CLERK

LESSEE

LESSEE

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally came **NAME**, who is personally known to me to be such identical person who executed as such officer the within instrument on his behalf, and such person duly acknowledged the execution of the same to be the act and deed.

Witness my hand and seal at Crete, Nebraska, in said county, the day and year last above written.

NOTARY PUBLIC