

RESOLUTION NUMBER 7709

A resolution authorizing the Mayor and City Clerk to enter into a Farm Lease with Adam Kimmerling, for farming purposes, on real property situated in the County of Gage, State of Nebraska, currently owned by the City of Beatrice, a Nebraska Municipal Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk be and hereby are authorized to enter into a Farm Lease between the City of Beatrice, Nebraska and Adam Kimmerling, for farming purposes, on real property described in said Farm Lease. A copy of said Farm Lease, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict are hereby repealed.

RESOLUTION PASSED AND APPROVED this 19th day of January, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

Exhibit "A"

FARM LEASE

THIS AGREEMENT made this 19th day of January, 2026, by and between the City of Beatrice, Nebraska, a municipal corporation, hereinafter called the "Lessor" and Adam Kimmerling, hereinafter called the "Lessee".

WITNESSETH:

1. PREMISES. Lessor agrees to lease unto Lessee and Lessee agrees to rent, hire and take from Lessor for farming purposes, the real property situated in the County of Gage, State of Nebraska, described as follows:

One parcel located where the old fairgrounds were located between the Big Blue River and Farmers Co-op Elevator, comprising of approximately 13.9 acres. Gage County FSA Farm #8394. See map attached hereto titled "Parcel B"; and

Measurements on all attached maps are not exact measurements of farm acres bid.

2. TERM. The original term of this Lease shall commence on the 1st day of March, 2026, for a term of three (3) years, ending on the 28th day of February, 2029, at which time the Lease automatically terminates without further notice to Lessee.

3. CONSIDERATION. The rental of the crop land is based upon estimated acreage which the parties agree shall be 13.9 acres of crop land for "Parcel B". The first half payment is due May 1st of each year and the balance is due November 1st of each year. Said rent shall be payable as follows:

PARCEL B (13.9 acres)

<u>Lease Year</u>	<u>\$/Acre</u>	<u>May 1st Payment</u>	<u>November 1st Payment</u>	<u>Total Rent</u>
2026	\$185.00	\$1,285.75	\$1,285.75	\$2,571.50
2027	\$185.00	\$1,285.75	\$1,285.75	\$2,571.50
2028	\$185.00	\$1,285.75	\$1,285.75	\$2,571.50

4. POSSESSION. Lessor warrants that Lessor is the owner of the premises and has the full right to lease the same and that Lessee shall have full right of possession for the term herein stated.

5. GOVERNMENT PAYMENTS. Lessee shall be entitled to 100% of all Government payments by the Farm Service Agency (FSA), for the crop year 2026 and all years in which this Lease is in full force and effect.

6. FSA REQUIREMENTS. If the Farm Service Agency requires set-aside acres, cover crops, tillage requirements, or similar mandated agricultural practices to comply with and be eligible for such government payments, then Lessee shall comply with the same. Thus, Lessee agrees to comply with all the rules and regulations of the FSA, to and including all conservation practices.

7. GOVERNMENT COMPLIANCE. Lessee agrees to join and comply with any crop production control program offered by the United States Government if so requested by Lessor; and any payment by the United States Government to Lessor or Lessee, shall in no manner affect the terms of this lease; and even though the Lessee is not required to join any such program, Lessee shall control production of any and all crops, and comply with any rules or regulations set forth by the United States Government which affect these premises on account of Lessor joining any such program on any other land owned or controlled by Lessor.

8. AGRICULTURAL PRACTICES. Lessee agrees to use good agricultural practices, destroy noxious weeds to prevent the same from ripening and going to seed. Lessee is expressly prohibited from "double-cropping" without the consent of Lessor, it being the intent of the parties hereto that only one crop should be raised upon the premises in any one calendar year. Lessee shall keep the waterways mowed or hayed, and plow up the terraces and blade the dirt away from the tile outlets (if any) as needed. Lessee agrees to return the premises in as good a condition as they were at the time this Lease was entered into, ordinary deterioration by the elements excepted.

Lessee shall farm said land in a good, careful and proper manner as directed by Lessor and will carefully protect all fences of every kind that are now on said premises or that may be erected thereon during the continuance of the Lease. Lessee shall destroy all weeds along fences and appurtenances, including the roads adjoining the land and along the borders of the leased premises and shall destroy and remove all trees growing in cultivated fields at least once during the growing season. Lessee will also farm within the field areas, and no land shall be fallowed in the fall of the year, except upon written consent of Lessor.

9. ENTRY OF PREMISES. Lessor shall have the privilege of entering and occupying any portion of the demised premises which is desired by Lessor for economic development or any other purposes at any time, whereupon Lessee shall cease to have a leasehold interest in such portion of the demised premises. Lessor shall give Lessee seven (7) calendar days' written notice of such intention. The amount of the rent to be paid to Lessor as provided in Paragraph 3 shall be reduced in the amount of the rental price per acre for each acre in which the Lessee shall cease to have a leasehold interest if Lessor occupies such acres prior to harvest of Lessee's crop planted thereon. If prior to the date that Lessee receives such written notification of Lessor's intention to occupy a portion of the leased premises Lessee has sowed or planted any crop but has not harvested such crop, then Lessor shall further pay to Lessee the amount of the Lessee's crop production expense, so

long as customary and reasonable, for each acre which the Lessee shall cease to have a leasehold interest as provided in this paragraph.

10. EXISTING CROPS BEYOND LEASE EXPIRATION. Lessee agrees not to plow, or prepare the ground for planting, or sow or plant any crop, on any portion of said land, which crop would not mature until after the expiration of this Lease, except upon written consent of Lessor, and, if consent is so given, and if said land is not rented to Lessee for the next succeeding year, Lessee is to be paid by the January 1st following the year in which this lease is terminated, the amount of Lessee's crop production expense, so long as customary and reasonable, for each acre which Lessee shall cease to have a leasehold interest as provided in this paragraph, and upon such payment, this lease shall become null and void, and Lessee shall forthwith, upon demand, surrender said premises peaceably to Lessor.

11. EARLY POSSESSION. Lessee shall surrender possession of the premises of Lessor, a subsequent owner or subsequent tenant, after the harvesting and removal of any portion of the crop on said land. Lessor, subsequent owner or subsequent tenant shall have the right to enter upon said premises after said harvesting to prepare, work or plant said land. Lessee agrees not to plant wheat on the premises during the last year of this Lease, or any renewals thereof, which would be harvested after March 1 of any year subject to the renewal of this Lease. If the Lease is not renewed, Lessee shall not plow down or till the ground after September 1 of the year in which the Lease is terminated.

12. POSSESSION AT END OF LEASE. At the expiration of this lease, Lessee agrees to yield possession of the premises, and all improvements thereon, peaceably, without notice, the improvements to be in as good repair as they may be at anytime during the term of this lease.

13. INSPECTION OF PREMISES. Lessor, or Lessor's legal representatives, shall have the right to enter on said premises and into any buildings thereon to inspect same or make improvements; and the Lessor also expressly reserves the right for the Lessor to plow for future crops and to sow grass and grain in stubble ground in the fall before the expiration of this lease. In the event of sale or rental for the succeeding year, Lessee agrees that his successor may go upon these premises to plow and to seed grass and grain in stubble ground, and to make repairs and improvements in the fall before the expiration of this Lease.

14. SUB-LEASE AND ASSIGNMENTS. Lessee agrees not to release, sub-lease, or assign this lease, on all or any part of said premises, except upon written consent of Lessor. Lessee agrees not to apply for the transfer of the premises from one school district to another, without the written consent of the Lessor.

15. PERFORMANCE. It is expressly understood and agreed that no oral agreements or modifications of this lease shall be valid, and the provisions hereof may be waived only by written consent of Lessor; that unless the rent is paid in advance, Lessee expressly contracts and agrees to secure the performance of the terms and conditions of this lease by

giving Lessor, upon demand, a first chattel mortgage or lien upon all or any part of the crops growing or gathered on said premises during said term, and, if Lessee, upon demand, neglects or refuses to give such chattel mortgage or lien, or shall at any time give, or attempt to give, to any person or persons, a first lien upon all or any part of said crops, or if the rent, or any portion thereof, is not paid when due, or if Lessee defaults and fails to comply with any of the covenants of, or violates any conditions or agreements of this lease, Lessor at Lessor's option may declare the lease terminated, and may cancel and annul the same, and take immediate possession of the premises, and all crops thereon, and in order to enforce the forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent becomes due, and Lessee shall be held and considered to have planted and cultivated such crops for the benefit of Lessor, and shall be paid for such services as follows: Lessor may sell said crop and the unexpired term of this lease for cash at a private sale; or Lessor may, at Lessor's option, procure said crops to be further cultivated or gathered and sold in such market as Lessor may see fit, and in either event, the proceeds thereof shall be applied: First, to the payment of expenses incurred by Lessor in the premises, including the time spent by Lessor in connection therewith; Second, in payment of said rent; Third, the remainder, if any, shall be paid to Lessee for services in planting and tending said crops, and seed furnished by Lessee.

16. TAXES. Lessee shall pay all real estate taxes levied and assessed against leased premises.

17. PERSONAL PROPERTY TAXES. Lessee shall pay any grain tax assessed by virtue of the grain being raised upon the premises, and any personal property owned by Lessee on the premises.

18. REPRESENTATIONS AND WARRANTIES. Lessee further UNDERTAKES, REPRESENTS AND WARRANTS to Lessor that Lessee: (1) has sufficient working knowledge of the federal state and local environmental laws, rules and regulations relevant to farming and ranching operations on the land described herein, and will conduct all such operations thereon in strict conformity with such law, rules and regulations; and (2) will handle, transport, store, use, apply and dispose of all agricultural chemicals, hazardous and toxic materials, and containers therefor, as required by such laws, rules and regulations; and (3) will notify Lessor immediately of any conditions on the property that may not be in compliance with such laws, rules and regulations. Lessee further UNDERTAKES, REPRESENTS AND WARRANTS that Lessee has not installed, nor will install, any underground storage tank for petroleum products on the leased premises. Lessee covenants to INDEMNIFY AND SAVE HARMLESS Lessor from all loss, costs, expenses or damage to Lessor or Lessor's property arising from Lessee's failure to strictly comply with the undertakings, representations or warranties herein.

19. ENTIRE AGREEMENT. It is expressly understood and agreed that no oral agreement or modifications of this lease shall be valid, and the provisions hereof may be waived only by written consent of Lessor.

20. CONSTRUCTION. This Lease shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, personal representatives, assigns and successors of the parties hereto and shall be construed in accordance with the laws of the State of Nebraska.

21. INDEMNIFICATION. Lessee further agrees, that if Lessee causes any damage to any of Lessor's property, whether real or personal, Lessee shall at Lessee's costs promptly replace or repair said property as directed by Lessor. Lessor agrees that if it causes any damages to the Lessee's crops, the cost of said damages shall be deducted from the next rental payment due and owing.

22. NOTICES. Notice to Lessor shall be given to Lessor at:

400 Ella Street, Beatrice, NE 68310

Notices to Lessee shall be given to Lessee at:

Adam Kimmerling, 20664 US Hwy 77, Beatrice, NE 68310

Notice shall be deemed given when notice has been given in writing, by regular U.S. mail, postage pre-paid.

23. DEFAULT. If Lessee shall fail to make the payments above set forth when the same become due, time being of the essence, or keep any of the covenants set forth herein, or seek protection in bankruptcy, Lessor may declare default, and at the option of Lessor, all sums due herein to be immediately due and payable. Upon such default, Lessee agrees to surrender immediate possession of the premises to Lessor, and upon failure to do so, shall be liable to Lessor for any loss sustained by Lessor.

24. BINDING. It is further agreed that the covenants herein shall extend and be binding upon the heirs, executors, administrators, successors or assigns of the parties hereto.


25. HEADINGS/CAPTIONS. The headings and captions contained in this Agreement are for convenience purposes only and are not determinative nor are they to be considered in construction of the terms or provisions herein.

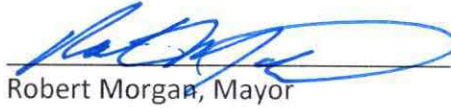
IN WITNESS WHEREOF, we have hereunto set our hands and seals the day, month and year first above written.

(Signatures on the following page.)

CITY OF BEATRICE, NEBRASKA,
A Municipal Corporation,
"Lessor"

Attest:

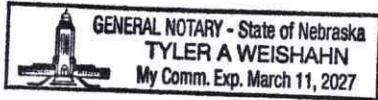

Erin Saathoff, City Clerk


Robert Morgan, Mayor


Adam Kimmerling, "Lessee"

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this 13TH day of,
JANUARY, 2026, by Adam Kimmerling, to be his voluntary act and deed.




Notary Public

