

CRP OPERATOR LEASE AGREEMENT

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

1. LEASED PREMISES

Landlord hereby leases to tenant to occupy and use for agricultural purposes real estate located within the boundaries of the Crystal Springs Wellhead Protection Farm and comprised of the tracts of land identified by the Farm Service Agency eligible for enrollment in the Conservation Reserve Program.

2. TERM OF LEASE

The term of this lease shall be for five (5) years from April 1, 2017 to March 31, 2022.

3. CROP SHARE RENTAL AGREEMENT

Tenant agrees to pay Landlord annual cash rent equal to the total payments due to the Board of Public Works for enrollment of the tracts of land identified by the Farm Service Agency in the Conservation Reserve Program. From April 1, 2017 to March 31, 2018 the Landlord shall reimburse the Tenant upon completion of the Tenant's responsibilities as detailed in this agreement the sum of 60% of the annual payments collected by the Board of Public Works. From April 1, 2018 to March 31, 2022 the Landlord shall reimburse the Tenant upon completion of the Tenant's responsibilities as detailed in this agreement the sum of 40% of the annual payments collected by the Board of Public Works.

Payment shall be made to the Landlord by November 1st of each year.

4. TAXES

The real estate is maintained by the Board of Public Works for a public purpose, specifically for the protection of the municipal water supply, a primary source of which is located on the adjacent property. It is the Landlord's contention that the leased property should be exempt from property taxes under State Statute 77-202 of the Revised Statutes of Nebraska. Nonetheless, should the City become liable for property taxes on the leased premises by reason of 77-202.11 of the Revised Statutes of Nebraska, any taxes so assessed against the property will be the responsibility of the Landlord.

5. FARMING RESTRICTIONS

Tenant shall not use the leased premises for production of grain and shall not apply fertilizer, chemicals, or other potential water contaminant without the Landlord's prior approval. Tenant is specifically authorized to participate in the Conservation Reserve Program and must maintain the property in compliance through the length of the five (5) year contract by completing conservation plan activities as required by the Farm Service Agency, which may include but not be limited to:

- Forest Harvest Management

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- Prescribing Grazing
- Upland Wildlife Habitat Management
- Early Successional Habitat Development/Management
- Interseeding without Management – Native Forbs
- Interseeding without Management – Legumes
- Prescribed Burning
- Herbaceous Weed Control
- Pest Management
- Mowing to Prepare Site for Management
- Disking or Tillage

Tenant will assume the responsibility for coordinating and performing any of the prescribed tasks necessary for compliance with the Conservation Reserve Program.

6. INSURANCE

Tenant will purchase and add City of Fairbury as an additional insured on farm liability and umbrella policies for the CRP ground to limit prescribed burning liability concerns. A copy of this insurance coverage will be filed with the City Clerk.

7. SUBLEASING

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

8. HUNTING

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 terms of this lease shall not be held a waiver of any 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

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

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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.

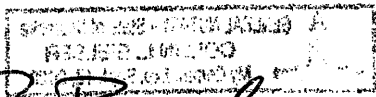
12. PARTIES BOUND

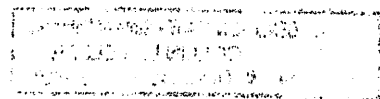
Landlord and Tenant bind their heirs, successors and assigns to the performance of the terms of this agreement.

Executed by Tenant and Landlord April 11, 2017.

Board of Public Works by the City of Fairbury

By Shirley Howell
Shirley Howell, Chairperson


R Boeckner
Ross Boeckner (Tenant)



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STATE OF NEBRASKA)
) SS
County of Jefferson)

The foregoing instrument was acknowledged before me on April 11, 2017,
by Shirley Howell, Chairperson of the Board of Public Works for the City of Fairbury, Nebraska,
Municipal Corporation.

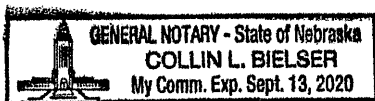


Collin L. Bielser
Notary Public

My commission expires Sept. 13, 2020

STATE OF NEBRASKA)
) SS
County of Jefferson)

The foregoing instrument was acknowledged before me on April 11, 2017,
by Ross Boeckner, farm tenant.



Collin L. Bielser
Notary Public

My commission expires Sept. 13, 2020