

HARPER COUNTY FARM LEASE

This lease is made and executed on August 1, 2015, by and between Harper County Board of Commissioners, Harper County, Kansas, referred to as LESSOR and _____, referred to as LESSEE.

The parties agree as follows:

SECTION I

LESSOR demises and lets to LESSEE to occupy and to use for agricultural purposes and for no other purposes, the following real estate located in the County of Harper, State of Kansas, commonly known as the County Farm, consisting of One Hundred and Eighty (180) Acres of wheat land and described as follows:

The Northwest Quarter (NW/4) and the Southwest Quarter(SW/4) of Section Twenty-five (25), Township Thirty Two (32) South, Range Seven (7) West of 6th P.M. less highway tracts, less a tract of grass pasture lying in the South One-Half (S/2) of the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Thirty-Two (32) South, Range Seven (7) West of the 6th P.M. being the South Twenty- Nine (29) acres, more or less, and that portion of the Harper County Landfill, being Fifty-One (51) acres in Harper County, Kansas.

SECTION II

The term of this lease agreement shall be for a period of three years, commencing August 1, 2015 and ending July 31, 2018.

SECTION III

The provisions of this lease agreement shall be binding on the heirs, executors, administrators, and assigns of both LESSOR and LESSEE in like manner as upon the original parties, unless modified by mutual agreement.

SECTION IV

LESSEE agrees to pay LESSOR, as annual cash *Rent* for the above-described farm, _____ made payable to the Treasurer of Harper County, Kansas. The sum of \$_____ shall be paid on the first day of August and the sum of \$_____ will be paid on the first day of February, of each year this Lease is in effect. On or before July 15, 2015, and July 15 of each year thereafter that this lease is in effect, LESSEE shall provide to LESSOR an irrevocable letter of credit issued by a federally or state chartered banking institution, doing business in Harper County, Kansas in the amount of \$_____. In the event a rental payment is not received within ten (10) days of the due date thereof, LESSOR shall have the right to draw against the letter of credit for the amount then due.

SECTION V

LESSEE further agrees as follows:

1. To faithfully operate the farm in a timely, thorough and farm-like manner, consistent with good farming practices in Harper County, Kansas.
2. To keep the buildings, fences, and other improvements on the demised premises in as good as repair and conditions as they are at the commencement of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
3. To keep open ditches, drains, grass waterways and terraces in good repair.
4. To prevent all unnecessary waste, or loss or damage to the property of LESSOR.
5. Not to assign this lease agreement or sublet any part of the demised premises without the written consent of the LESSOR.
6. Not to allow noxious weed to go to seed on the demised premises, but to destroy them and to keep trim the weeds and grasses on the roads adjoining the demised premises.
7. To allow LESSOR to come on the leased premises for the purposes of inspection and to maintain, change, modify or improve drainage for LESSOR'S adjacent landfill.
8. To not cause or permit LESSEE'S cattle to roam outside any fences on the leased premises more than three times in any one-year period.

SECTION VI

LESSEE agrees to hold LESSOR harmless and keep it free, during the term of this lease agreement and all extensions to this lease agreement, from any and all liability and claims for damages arising out of injury to persons and property while in or upon the demised premises, or the approaches to the demised premises, or resulting from livestock or other animals straying from the demised premises, or resulting from water or flood damage caused by improper, inadequate or defective ditches or works of whatsoever kind, or the negligent operation, maintenance, use or handling thereof by whomsoever, such water damage occurring on or off the demised premises.

SECTION VII

LESSEE agrees that in the event LESSEE should be in default of the performance of any of the performance of any of the terms, covenants, or conditions of this lease agreement, or have otherwise breached this lease agreement, LESSOR may in addition to every remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

- a) The LESSOR shall have the right to own and possess at LESSOR's election all crops both harvested and unharvested; the right to remove all property and persons from the demised premises; and the right to store in a public warehouse at LESSEE's expense all property so removed. At LESSOR's election, LESSOR may terminate this lease agreement, or without terminating it, relet the demised premises or any part of the demised premises, upon such terms and conditions, and at such rentals to LESSOR may seem advisable, and from time to time. The term of such reletting may be for a term beyond the term of this lease agreement.
- b) Upon such reletting, LESSOR may elect: (1) to hold LESSEE immediately liable for (a) the expenses of reletting, altering, and repairing the demised premises; (b) the amount by which the rent reserved in this lease agreement for the period of reletting (not exceeding the term of this lease agreement, however) exceeds the amount agreed to by the new LESSEE, or LESSEES, to be paid as rent for the relet premises; and (c) all indebtedness due under this lease agreement.
- c) LESSOR shall have the right to, at LESSEE's expense, alter the demised premises, or any part of the demised premises, and put the demised premises in good condition and repair.

SECTION VIII

LESSOR or any subsequent owner of the demised premises may, on making a contract for the sale or exchange of the demised premises, have the right to terminate this lease agreement, and all the rights and interest of LESSEE under this lease agreement, by serving notice to that effect on LESSEE personally or by mailing the notice addressed to LESSEE at his last known address. On the expiration of thirty (30) days after the delivery or mailing of the notice, the term created by this lease agreement and the tenancy under this lease agreement and all of the rights of lessee to the possession or occupancy of the demised premises shall terminate.

LESSEE shall execute; acknowledge, and deliver a surrender of this lease agreement within thirty (30) days after the service or mailing of the notice. On delivering the surrender of this lease agreement and vacating the demised premises, LESSEE shall be entitled to a prorated reimbursement of the cash rent as liquidated damages for the termination of this lease agreement under this provision if LESSEE has performed all the terms and conditions of this lease agreement.

SECTION IX

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind proceeding the date of this lease agreement should not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION X

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidence in writing signed by each party or an authorized representative of each party.

SECTION XI

This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

LESSEE

Carla Pence, Chairman
Harper County
Board of County Commissioners
LESSOR

LESSEE

ATTEST:

Cheryl Adelhardt
Harper County Clerk