

Saline County Agricultural Society, Inc. Lease for Tuxedo Park

THIS AGREEMENT made and entered into this \_\_\_\_ day of June, 2024, by and between the City of Crete, Saline County, Nebraska, hereinafter referred to as the “Lessor” and Saline County Agricultural, hereinafter referred to as the “Lessee”, WITNESSETH:

WHEREAS, the Lessor is the owner of the following described real estate in Saline County, Nebraska, commonly known as Tuxedo Park and is used for park purposes, to wit:

A tract of land located in the Southwest Quarter of Section 27, Township 8 North, Range 4 East and in the Southeast Quarter of Section 28, Township 8, Range 4 East of the 6<sup>th</sup> P.M., Saline County, Nebraska, more particularly described as follows;

Commencing at the West Quarter corner of said Section 27, thence South along the West line of Section 27 a distance of 481.00 feet to the point of beginning, thence East 90°00’ left a distance of 400.00 feet, thence 90°00’ right a distance of 109.00 feet, thence Southwesterly 50°00’ right a distance of 230.00 feet, thence South 50°00’ left a distance of 300.00 feet. Thence Southwesterly 45°00’ right a distance of 375.0 feet crossing the section line between Section 27 and Section 28, thence 45°00’ right a distance of 172.0 feet to the center of a drainage ditch, thence Northerly following the meander of the centerline of said drainage ditch to a point due East of the point of beginning, thence East 125.0 feet to the point of beginning.

WHEREAS, the Lessee is the owner of certain buildings which are located within said park and are shown according to the plat marked Exhibit “A”, attached hereto and made a part hereof, said buildings being located on real estate of which the Lessor is owner; and

WHEREAS, the Lessor and the Lessee wish to improve the lease signed in 1976; and

WHEREAS, the Lessor and the Lessee desire to enter into a written lease for the use of the land upon which the said buildings are located and for the further use of the entire park area known as Tuxedo Park and more particularly described above for that period of time commonly referred to as “Fair Week” and more specifically set out below,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Lease of Premises. Lessor recognizes the ownership of and interests of the Lessee in the said buildings set out in Exhibit “A” which is attached hereto. Lessor does hereby lease unto the Lessee the real estate upon which Lessee’s buildings are located as reflected in Exhibit “A” for and in consideration of the annual sum of \$1,000.00, or in-kind services to this sum.
2. Term. The term of this ground lease shall be for a period of one year, to be renewable as set out below, commencing upon the date of the signing of this contract, for as long as the Lessee maintains and keeps said buildings in usable condition and abides by the terms hereof. In the event the Buildings are destroyed, demolished, and or otherwise removed, Lessor shall consider, but is not required to approve, requests to create a new lease.

3. “Fair Week” Terms. Lessor hereby leases unto the Lessee the real estate known as Tuxedo Park and described more particularly above, for that period of time known as “Fair Week”, more particularly described as that period of time from 12:01 o’clock a.m. on Tuesday of said “Fair Week” to 12:00 o’clock midnight on the following Tuesday; provided that the date of “Fair Week” shall be made known to the Crete City Clerk by the first day of February of each year that this lease is in effect; provided, however, that if Lessee fails to notify Lessor of the dates of said “Fair Week” by the first day of February, this lease shall be considered terminated by the Lessee upon the option of the Lessor, but the Lessor may waive the requirement of notice by the first day of February of each year and allow later notice; provided, further, that the South Campground is specifically exempted from this lease for “Fair Week” and no right or use is intended to be transferred to Lessee for said areas.
4. Facilities and Expansion. Lessee shall have access to the buildings referred to above and shown on “Exhibit A” at all times during the year. Lessee shall be responsible for forwarding a new “Exhibit A” showing the completion of any approved new buildings. Any additional building or structures to be placed in Tuxedo Park after the signing of this agreement must be first approved by the Mayor and City Council of the City of Crete. Requests for expansion shall include an estimated location of the new structure or facility, intended use, estimated expectation of increased use to the park, and construction designs for the Mayor and Council’s review.
5. Building Improvements. The parties acknowledge that the Lessee owns buildings on the premises. Lessee may, with Lessor’s consent (which shall not be unreasonably withheld) and at Lessee’s sole cost and expense, make such changes, alterations or improvements as may be necessary to fit the premises for its intended use, and all buildings, fixtures and improvements of every kind installed by Lessee shall remain the property of Lessee, who may remove them upon the termination of this lease, provided, that such removal shall be done in such a manner as to not injure or damage the premises.
6. Fair Week Entrance Fee. Lessor agrees that Lessee may charge a reasonable entrance fee to the general public for admission to the County Fair which is held by the Lessee during the “Fair Week” referred to above. Provided, that Lessee shall not exclude from or charge admission to any individual renting space in the South Campground or leasing space in Tuxedo Park on a more permanent basis.
7. Cleaning and Maintenance. Lessee agrees to keep clean the premises leased to it during “Fair Week”. It is understood that said premises will be also cleaned as soon as possible after “Fair Week” has ended, but in no event shall Lessee take more than seven (7) days to do so. If, after seven (7) days have elapsed and the premises have not been cleaned and restored to a reasonable condition by Lessee, then Lessor may enter onto the premises, clean the premises to its own satisfaction, and charge a reasonable fee for doing so. Said fee shall be based on the hourly rate of each City employee needed to complete maintenance on the premises times the hours worked plus a reasonable charge for any equipment used as published in the Crete Fee schedule.
8. Facility Maintenance During Fair Week. Lessor agrees to be responsible for the maintenance and upkeep of the permanent restroom and shower facilities near the softball diamond with the exception of that period of the year known as “Fair Week” when Lessee

agrees to maintain said facilities. In the event Lessee needs assistance for maintenance during this week, Lessor shall bill Lessee for work completed based on the hourly rate of each City employee times the hours worked plus a reasonable charge for any equipment used as published in the Crete Fee schedule.

9. Use of Lessee Owned Facilities outside Fair Week. Lessee shall give reasonable notice to Lessor of all activities and events held in Lessee's facilities outside of fair week to coordinate the need for parking and access to Tuxedo Park. Lessee shall inform Lessor of any changes in proposed uses for the buildings by emailing the individual designated by the Crete City Administrator. Lessee shall comply with all applicable laws in connection with its use of the Premises.
10. Quiet Possession of Premises. Lessor covenants to keep Lessee in quiet possession of the premises so occupied during the term of this lease as provided herein so long as the Lessee abides by and is in conformity with all laws, ordinances, and regulations which may be in effect in the State of Nebraska, County of Saline and the City of Crete.
11. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Lessee agent's and employees' use of the Premises during the Lease Term, and Lessee hereby waives all claims against Lessor for injury to persons in and upon the Premises or for damage to the Building or Lessee's personal property from any cause whatsoever, except to the extent the same are the result of the gross negligence or willful misconduct of Lessor or Lessor's agents or employees.
12. Insurance. The Lessee agrees to provide public liability, fire and extended coverage insurance for its buildings and the contents thereof; said public liability coverage insurance shall be extended to include the entire park as set out in the legal description for that period of time referred to as "Fair Week" and said liability insurance shall be at least in an amount equal to the general liability insurance policy carried by the Lessor and in effect during that period of time; Lessor may demand proof said coverage by Lessee immediately prior to or during the time referred to as "Fair Week" and failure to provide adequate proof shall be grounds for Lessor to declare this lease terminated for the provisions of "Fair Week"; all such insurance shall provide coverage to hold the Lessor, its officers, agents and employees harmless from and indemnified against any loss, damage or expense resulting from injury to person or persons or damage to or loss of property proximately caused through the negligence of the Lessee, its officers, agents or employees upon the premises so leased.
13. Assignment. Tenant shall not assign this Ground Lease or sublease any part of the Premises without the written consent of Lessor. Lessor shall have the right to withhold consent to any proposed assignment or sublease in in Lessor's sole discretion.
14. Severance. At the termination of this lease, all building improvements shall be severed and remain property of the Lessee.

15. Termination. Either party shall have the ability to terminate the lease by providing 3-months' notice prior to renewal date.

This lease may also be terminated when a substantial breach of this agreement has occurred or both parties agree that continuation of this lease is not feasible or would not produce beneficial results for either party. The parties must agree on the effective date of the termination.

16. Settling of buildings in the event of termination. The parties hereby recognize the fact that the buildings and structures erected by Lessee upon Lessor's land may have a value and worth which will benefit the party who remains in possession of said building or buildings upon termination of this lease. Lessor specifically recognizes the right of Lessee to remove any buildings or structures which it owns from the leased premises. In recognition of the fact that Lessee will need an adequate amount of time to relocate its buildings and structures should the lease be terminated by either party, Lessee is hereby given twelve (12) months in which to remove any of its buildings or structures. In the event Lessee makes reasonable efforts but is unable to move the buildings within twelve (12) months, Lessee may submit a request to the Lessor for an extension with justification for why the extension is necessary and a specific timeline for when the building removal can be accomplished. This request shall be submitted eleven (11) months after notification of termination of this lease to the Crete City Clerk. Crete City Council shall consider the request. If Lessee fails to remove any buildings or structures within twelve (12) months after notice of termination or at the end of the agreed upon extension, then ownership of said buildings and structures shall automatically pass to Lessor. The parties hereby recognize the fact that if Lessee does not remove all of its buildings and structures which remain on Lessor's property then Lessor may receive a benefit from the buildings and the structures which remain upon the Lessor's property. It is therefore agreed that if Lessor terminates this lease and Lessee is required to remove its structures and buildings, then, in that event, Lessee may elect to abandon and lease any of said buildings and structures upon Lessor's property and, upon said election made in writing and notice given to Lessor to abandon and lease any of said buildings and structures upon Lessor's property, ownership of said buildings shall immediately pass to Lessor. Upon the happening of said event because of termination by said Lessor, Lessee shall be entitled to compensation for said buildings and structures which are abandoned and left to the ownership of the Lessor so long as the condition of said building is operable, safe, and conforming to Crete City Code. Compensation for said buildings and structures shall be determined at the time of termination and abandonment as follows: Lessor shall appoint a qualified and licensed appraiser, Lessee shall appoint a qualified and licensed appraiser, and appraisers shall then choose a third qualified and licensed appraiser to determine the value of said buildings and structures whose ownership are transferred to the Lessor in operable, safe, and to code condition. If the three appraisers cannot arrive at an agreed upon value of said buildings and structures, then the agreed upon price to be paid by Lessor to Lessee shall be the average of the three appraised values as determined by said appraisers. Provided, further, that compensation for said buildings and structures from Lessor to Lessee shall not be due from Lessor to Lessee if Lessee is the party that elects to terminate this lease.

17. Governing Law; Waiver of Jury Trial. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING FROM, OR RELATED TO, THIS GROUND LEASE.
18. Binding Effect. This Lease shall be binding upon the permitted successors in interest of the parties.
19. No Waiver. No waiver by Lessor of a default by Lessee shall be implied, and no express waiver shall be extended beyond the default and period specified. No term or condition of this Ground Lease shall be construed to have been waived by Lessor, unless Lessee shall have secured such waiver from Lessor in writing.
20. No Agency or Partnership. This Lease is not intended and shall not be constructed to create the relationship of agent, servant, employees, partnership, joint venture, or association as between the parties.
21. Entire Agreement; Amendment. This Lease contains the entire agreement of the parties with respect to the Premises. This Lease cannot be modified or amended except by a writing signed by the parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the Effective Date.

Lessor: City of Crete, Nebraska  
a municipal corporation

Lessee: Saline County Agricultural Society, Inc.  
a Nebraska nonprofit corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Tuxedo Park Buildings



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Tuxedo Buildings

| Reference Number | Description             | Reference Number | Description            | Reference Number | Description             |
|------------------|-------------------------|------------------|------------------------|------------------|-------------------------|
| 1                | Exhibition Building     | 11               | Chataqua Building      | 21               | Legion Baseball Complex |
| 2                | Horseshoe Courts        | 12               | Swine Barn             | 22               | Izaak Walton Complex    |
| 3                | Sand Volleyball Courts  | 13               | Sheep/Goat Barn        | 23               | Bathrooms               |
| 4                | Second Poultry Building | 14               | Cattle Barn            | 24               | Campsites               |
| 5                | Poultry/Rabbit Building | 15               | Softball Complex       | 25               | White Shed              |
| 6                | Sertoma Picnic Shelter  | 16               | East Playground        | 26               | Cerny Playground        |
| 7                | Old Settlers Cabin      | 17               | Racetrack Area         | 27               | Playground Parking Lot  |
| 8                | 4-H Concession Stand    | 18               | Parks Maintenance Shed | 28               | Dump Station            |
| 9                | Sertoma Building        | 19               | Parks Supply Hut       | 30               | Fireplace Remains       |
| 10               | Ag Hall                 | 20               | Rodeo Area & Bleachers | 31               | Dumpster                |

**Owner**  Ag Society  City of Crete

