



Valley County Economic Development Board
1514 K Street
Ord, NE 68862

PH: (308) 728-7875
F: (308) 728-7691

PUBLIC NOTICE

The Valley County Economic Development Board will receive bids for the lease of all or part of 14.49 acres, more or less, of transitional agricultural land located adjacent and west of Green Plains Ord, LLC between Highway 11 and 811th Road, on or before March 27th, 2015 at 5:00 pm. Specifications can be obtained at the Valley County Economic Development Office, 1514 K Street, Ord, Nebraska, or by calling (308) 728-7875 or at www.ordnebraska.com.

Each bid shall be submitted in a sealed envelope clearly marked "Lease Bid" and addressed to and delivered to the Valley County Economic Development Office, Executive Director, 1514 K Street, Ord, Nebraska, 68862. Only Valley County Economic Development's Bid Submittal Form will be accepted, which can be obtained by calling (308) 728-7875 or at www.ordnebraska.com.

The Valley County Economic Development Board shall have the sole right to select bidders and bids that best suits the needs of the Board. The Valley County Economic Development Board reserves the right to reject any and all bids, and to waive irregularities therein.

Advertise:
03/04/2015
03/11/2015
3/18/2015
3/25/2015

**Valley County Economic Development
Bid Submittal Form**

Bidder's Information

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the Ground Lease Agreement for the terms and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to develop the Valley County Economic Development Board's property in accordance with the Ground Lease Agreement.

PLEASE ATTACH TO YOUR BID SUBMITTAL FORM A BRIEF EXPLANATION OF YOUR PROPOSED PROJECT. PROPOSALS MUST INCLUDE THE AMOUNT OF CAPITAL INVESTMENT TO BE MADE, THE NUMBER OF JOBS TO BE CREATED, AND THE AVERAGE ANNUAL PAY FOR SAID JOBS.

Please provide in the space that follows, your company's information.

Name of Company/Person Submitting Bid: _____

Contact Person: _____

Address: _____

Work Phone Number: _____

Email Address: _____

Date Bid Submitted: _____

I have read and understand the enclosed Ground Lease Agreement and, should I or my company's bid be selected by VCED, will adhere to the terms of the contract, including but not limited to the type of development and activity to take place on the site and the number and quality of jobs to be created.

Ground Lease Bid Amount:

Ground Lease: _____ acres x \$ _____ per acre = \$ _____

SUBMITTED on _____, 2015

Signature: _____

Printed Name: _____

Title: _____

GROUND LEASE

This ground lease, hereinafter "Lease" is made and entered into this _____ day of April, 2015, by and between the Valley County Economic Development Board, hereinafter referred to as "Owner", and the _____, hereinafter referred to as "Tenant", according to the following terms and provisions:

1. Lease. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the Tenant of the covenants and agreements, to be kept and performed by the Tenant, the Owner hereby leases to the Tenant, to occupy and use for industrial and related purposes, the following-described property located in Valley County, State of Nebraska:

See Exhibit "A" which is attached hereto
and is incorporated herein by this reference

The above described real estate is a portion of a development tract owned, controlled, and administered by Valley County Economic Development.

2. Conditions. The lease premises is subject to the following:
 - a. All conditions, restrictions, and limitations now appearing or designated pursuant to the actions of the Valley County Economic Development Board concerning restrictions and covenants associated with the lease premises.
 - b. Zoning ordinances of the City of Ord, if applicable, as well as the County of Valley, State of Nebraska, and any other competent governmental body now existing or which may hereafter exert jurisdiction upon said lease property,
 - c. The tenant's proper performance of all of the terms and conditions contained in this lease.
 - d. The parties agree to arrange for and negotiate in good faith for any easements, as may be necessary or appropriate for development of Owner's property.

3. Rent. The Tenant shall pay owner the following rent:

- a. \$ _____ per acre per year.
- b. All rent payments shall be paid on an annual basis, and will be due and payable on the first day of the term hereof. Thereafter, annual rent shall be paid on the anniversary date after the commencement of this agreement. All rental sums shall be due and payable at the Valley County Economic Development Office.

4. Term. The term of this agreement shall be for 99 years, commencing effective as of April _____, 2015.
5. Net lease. All rent shall be absolute net to Owner, so that this lease shall, except as hereinafter provided to the contrary, yield net to Owner the rent, to be paid in each year during the term of this lease. Accordingly, the Tenant shall pay all costs, expenses, and obligations of every kind or nature, relating to the premises, or any improvements thereon, which may arise or become due during the term of this lease, and shall indemnify and hold harmless the Owner from and against the same.
6. Payment of taxes. The Tenant shall pay, before any fine, penalty, interest, or cost may be added, become due, or be imposed for nonpayment thereof, the following:
 - a. All taxes, charges for public utilities, licenses and permit fees, and other charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature, which at any time during the term of this lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the premises, or any improvements thereon. At Owner's option, the Tenant shall deliver to owner official receipts evidencing payment of said taxes, charges, or assessments. In the event that Tenant fails, refuses, or neglects to make any payment required in this paragraph, Owner may do so. In that event, the tenant shall, upon the owner's demand, repay to it the amounts so paid or advanced, including reasonable attorneys' fees and all other expenses reasonably incurred because of or in connection with the payments, together with interest thereon at the then applicable judgment interest rate. The Owner may collect or enforce any payment in the same manner as though it were an installment of rent specifically required by the terms of the lease to be paid by the Tenant, on the day when the Owner demands repayment of or reimbursement therefore. However, the Owner's election to pay the taxes or such other charges shall not waive the Tenant's default.
7. Mechanic's liens. The Tenant shall not subject the Owner's interest in the premises to any mechanics or materialness liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this lease, or pursuant to a specific written agreement among Owner and Tenant.
8. Indemnification. During the term of this lease, the Tenant will indemnify and hold harmless the Owner against any and all claims, debts, demands, or obligations which may be made against the Owner or against its title in the premises, arising out of, or in

connection with, any alleged act or omission of the Tenant or any person claiming under, by, or through the Tenant. If it becomes necessary for the Owner to defend any actions seeking to impose such liability, the Tenant will pay the Owner all costs of court and attorney's fees incurred by the Owner in effecting such defense in addition to all other sums that Owner may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted.

9. Liability insurance. As soon as Tenant commences construction on the premises, or from or after any earlier date when the Tenant makes actual use of and occupies the premises or any part thereof, the Tenant shall cause to be written a policy or policies of insurance in the form generally known as public liability policies. The policies shall insure the Tenant against all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the premises, improvements, and buildings located on the premises, and for any other risk insured against by such policies. Each class of policies shall be written within limits of not less than \$1,000,000.00 for damages incurred or claimed by anyone person for bodily injury or otherwise, plus \$500,000.00 for damages to property. All such policies shall name the Tenant, and the Owner, as their respective interests may appear, as the insured persons.
10. Property insurance. From and after the time the lease commences, the tenant will keep insured any and all buildings and improvements upon the premises against all loss or damage by fire and windstorm, together with extended coverage. All of the insurance policies shall include the owner as one of the insured parties and shall fully protect both the Tenant and Owner, as their respective interests may appear. In the event of a loss, insurance funds received shall be made available to Tenant for construction or repair, as the case may be, of any building or buildings damaged or destroyed by fire, windstorm, or other casualty for which insurance is payable. The Tenant shall rebuild and repair any buildings and improvements, or any part thereof, that are destroyed or damaged by fire, windstorm, or other casualty. The rebuilt or repaired building or improvement, or the replaced or repaired personal property on the demised premises, shall be of the same or higher value as prior to the damage or destruction, and shall be rebuilt by tenant as soon as is reasonably possible.
11. Assignment. This lease is not freely assignable. No assignment or transfer shall be valid unless the terms of said assignment, and the identity, business, and activities of the Assignee, as identified, are approved by the Owner. Said approval shall not be unreasonably withheld, and shall take into consideration the nature of the business of said Assignee as it relates to the number of employees and value of taxable property associated with the activities of Assignee, as compared to Tenant.

12. Mandatory Construction. This lease is executed with the understanding and agreement that the Tenant is obligated to construct buildings and/or improvements on the premises that will be a commercial building. It is expected that the total tax-assessed value of the buildings and improvements for which tenant shall pay County taxes upon shall be at least a minimum of \$100,000.00 of taxable assessed value per year during the term of this lease.
13. Default. If at any time the Tenant defaults in the payment of any rent, tax, or other charge or assessment which is the responsibility of Tenant as written herein, or if tenant fails to perform any other covenant or obligation under this lease, the Owner may declare said default, and provide Tenant with written notice thereof. In the event that Tenant fails to cure said default within 90 days of receipt of said notice, Owner may reenter upon any part of the premises and the building or buildings and improvements situated thereon, either with or without process of law, the Tenant waiving any demand for possession of the premises and all buildings and improvements situated thereon. The Owner shall also have all other remedies provided by law and this instrument. Immediately upon termination of this agreement, at Owner's election or in any other way, the Tenant shall peaceably surrender and deliver title of the premises, and all real and personal property to the Owner, or its agent or attorney.
14. Relationship. The relationship between the parties is that of landlord and tenant. The Tenant specifically acknowledges that all statutory proceedings regulating the relationship of landlord and tenant respecting collection of rent, default, or possession of the premises, accrue to the Owner as the landlord.
15. Repair obligations. During this lease, the Tenant shall keep in good state of repair and condition all buildings, fixtures, and equipment which Tenant brings, constructs, or places upon the premises. The Tenant shall not suffer or permit any waste or neglect of any building, or other property to be located upon the premise. The Tenant shall repair, replace, and renovate the property as often as necessary to keep the buildings and other property subject to this lease in reasonable repair and condition.
16. Termination. Upon termination of this lease, the Tenant shall peaceably and quietly deliver to the owner possession of the premises including all improvements, furnishings, fixtures, and equipment which Tenant has brought, placed, or constructed upon the premises. At the expiration of the term hereof, however, the parties acknowledge and agree that it is contemplated that Owner and Tenant shall use their best efforts in order to negotiate a reasonable renewal of the lease hereof.
17. Consent not to be unreasonably withheld. The Owner shall not unreasonably withhold its consent, permission, or approval for any

act which may be required, requested, or desired by Tenant under the provisions of this lease. Such consent, permission, or approval shall be deemed to have been granted if, within 45 days after the Owner receives the request, it fails to notify the Tenant of its express disapproval and the reasons therefore.

18. Binding effect. The terms, provisions, and conditions as contained in this agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns, except as otherwise provided herein. A photocopy or facsimile copy of this agreement, when signed by each party hereto, shall be given the same force and effect as if it were a signed, original document. All covenants, conditions, and obligations contained herein or implied by law, are covenants running with the land and shall attach and bind and inure to the benefit of the Owner and Tenant.
19. Non-waiver. No waiver of a breach of any covenant in this lease shall be construed to be a waiver of any succeeding breach of the same covenant. No delay or failure by either party to exercise any right under this lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
20. Modification. No modification, release, discharge or waiver of any provision hereof shall be of any force, effect, or value unless signed in writing by each party, or its duly authorized agent, successor, assign, or attorney.
21. Headings. Headings in this lease are for convenience and reference only and shall not be used to interpret or construe its provisions.
22. Time of essence. Time is expressly declared to be of the essence of this agreement.

IN WITNESS WHEREOF, the parties have made and entered into this agreement on the date and year first above written.

The Valley County Economic
Development Board, OWNER

_____, TENANT

By: _____
Authorized Representative

By: _____
Authorized Representative

EXHIBIT "A"

A tract of land located in part of the Southeast Quarter of Section 32 and part of the Southwest Quarter of Section 33, all in Township 19 North, Range 13 West of the 6th P.M., Valley County, Nebraska, described as follows:

Point of beginning at the northwest corner of the Southwest Quarter of said Section 33; thence S 89°55'33" E on the north line of the said Southwest Quarter a distance of 272.36 feet; thence S 00°06'44" E a distance of 1006.08 feet to a point on the northeasterly right-of-way line of the Union Pacific Railroad; thence N 53°09'52" W on said right-of-way line a distance of 341.58 feet to a point on the east line of the Southeast Quarter of said Section 32; thence continuing on the said right-of-way line N 53°00'13" W a distance of 987.16 feet to a point of curvature; thence continuing northwesterly on said right-of-way line on a 2914.79 foot radius curve to the left a distance of 376.58 feet, chord bearing of N 56°43'00" W and a chord distance of 376.32 feet, to a point on the north line of the said Southeast Quarter; thence N 89°56'34" E on the said north line a distance of 1102.07 feet to the Point of Beginning.

Said tract contains 15.49 acres, more or less, of which 0.70 acres, more or less, are county road right-of-way.