

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING PROPANE TANK LEASE AGREEMENT WITH SAPP BROTHERS
PETROLUEUM, INC**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into an agreement to lease one 1000 gallon capacity liquefied propane storage tank from Sapp Brothers Petroleum, Inc. ("Sapp Bros.") as outlined in the proposed lease Agreement attached hereto; and,

WHEREAS, entering into a lease agreement for the storage tank is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the lease agreement with Sapp Bros. a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the lease agreement with Sapp Bros., and any other related documents, the same being approved by the Board.

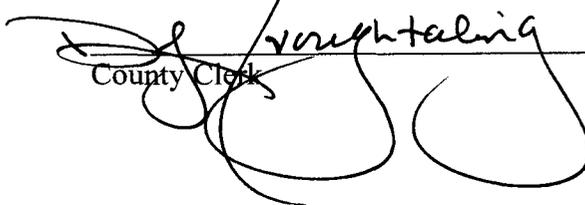
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 8th day of April, 2014.

Attest

SEAL




Sarpy County Board Chairman


County Clerk



TANK LEASE AGREEMENT
SAPP BROS. PETROLEUM, INC.
and

SARPY CO. HWY DEPT.

UNDERSIGNED

This Agreement, has been made on the **1ST** day of **JUNE, 2014**, by and between Sapp Bros. Petroleum, Inc, and **SARPY CO. HWY DEPT.**, hereinafter referred to as the client, whom is located in **SARPY County**, at **1601 LAPLATTE RD** (Address), **BELLEVUE** (City), **NE.** (State), **68123** (zip). Telephone:

WITNESSETH: For, and in consideration of, payment by you to Sapp Bros. Petroleum, Inc. of the sum of **\$25.00 plus tax annually**, as rental for the first year of the term hereof, receipt of which is hereby acknowledged, in accordance to the agreements and covenants hereinafter set forth, Sapp Bros. Petroleum, Inc. agrees to lease to you, the client, one **1000-gallon** capacity liquefied propane storage tank bearing the serial number: **9SF016623**, manufactured by **AMERICAN**, beginning **JUNE, 2014**, and continuing in effect annually until terminated in accordance with the Term of Agreement.

RENTAL: You, the client, agree to pay to Sapp Bros. Petroleum, Inc. rental for said tank at the rate of **\$25.00 plus applicable sales tax annually**; payable in one installment per year, beginning **JUNE, 2014**, and continuing on a automatically renewed basis unless written notice is signed and received by both parties.

USE OF TANK: You, the client shall not, without the written consent of Sapp Bros. Petroleum, Inc., allow this tank to be filled, in whole or part, by any propane supplier other than Sapp Bros. Petroleum, Inc. or its nominees. Nor shall you, the client, use this tank, in whole or in part, for the storage of any product other than L.P. (Propane) gas. Nor shall you, the client, remove, reposition, or tamper with said tank on the premises described.

The Terms and Conditions set forth on the reverse side of this agreement are in their entirety incorporated in and made a part of this agreement.

By signing below, you, the client, attest that you have read and do agree to all of the terms of this agreement in its entirety.

_____, Client
_____, Client

By: _____
Jon (J.T.) Thomas
Retail Propane Sales

TERMS AND CONDITIONS FOR TANK LEASE AGREEMENT

TERM OF AGREEMENT: Unless sooner terminated as herein provided, this agreement shall be in effect for a year to year term from and after the beginning date shown on the reverse agreement, and shall continue in effect from year to year until terminated by either party giving thirty (30) days written notice to the other.

INSTALLATION: By signing the reverse, you agree that said tank will be or is already installed on the described premises. This agreement includes the cost of repairs or maintenance on the leased storage tank only. Any and all regulators, ground line, valves, piping, fittings, and other miscellaneous parts required to run propane from the tank to your service system and appliances are not a part of the tank itself, therefore are not included in this agreement, and will remain your private property, all at your own risk, cost and expense.

TITLE TO TANK: The tank hereby leased is and shall remain personal property and shall not be permanently affixed to the realty. Title to said tank must remain in Sapp Bros. Petroleum, Inc.'s name.

TAXES: You are required to pay sales tax on tank leases. You are to report said tank for ad valorem and personal property tax purposes, and hereby agree to assume and pay any such taxes levied upon or assessed against said tank by the taxing authorities of the state, county and municipality wherein said tank is installed.

INDEMNITY: By signing the reverse, you jointly and severally covenant to hold and save Sapp Bros. Petroleum, Inc., its successors and assigns, free and harmless from and against all costs, expenses, claims and liability for loss or damage arising or resulting from damage to or destruction of property, or injury to or the death of any person or persons whatsoever, directly or indirectly attributable to said tank or its installation and use.

SALES OF PREMISES: If, during the term of this lease, the above described premises are sold, or if you discontinue occupancy thereof, you are to give Sapp Bros. Petroleum, Inc., its successors or assigns, thirty (30) days written notice of such sale or discontinuance of your occupancy of said premises. Failure to give such notice shall constitute default hereunder and you shall jointly and severally be liable to Sapp Bros. Petroleum, Inc., its successors and assigns, for the full rental price of said tank as determined in the section entitled "RENTAL" on the reverse of this lease agreement.

RIGHT OF ENTRY: Sapp Bros. Petroleum, Inc., or its nominee, must have reasonable access to fill the tank and must be able to enter the premises where said tank is located at all reasonable times. In the event of termination of this agreement, Sapp Bros. Petroleum, Inc. shall have the right, without prejudice to its other remedies, for its representatives to disconnect, repossess and remove said tank with any contents from said premises without liability to you or others for any loss, expense, damage or inconvenience directly or indirectly caused by or resulting from this action, if any, thereof or otherwise.

TERMINATION BY DEFAULT: You shall be deemed to be in default of this agreement, and all of your rights under the same shall, at the option of Sapp Bros. Petroleum, Inc., its successors and assigns, forthwith terminate under the following conditions:

- 1) If you allow said tank to be filled, in whole or part, by any propane supplier other than Sapp Bros. Petroleum, Inc. or its nominee, without the written consent of Sapp Bros. Petroleum, Inc. you would be deemed in default.
- 2) If your account remains in arrears for (30) thirty-days or more, in payment of your lease agreement or products received you would be deemed in default.
- 3) If you shall intentionally vandalize or otherwise damage said leased property you would be in default.
- 4) If you shall remove said tank from said premises you would be deemed in default.
- 5) If you shall use said tank, in whole or in part, for the storage of any product other than L.P. (Propane) gas, you would be deemed in default.
- 6) If you fail to give any notice required to be given in accordance with this lease agreement or fail to keep and perform any covenant or obligation to be kept and performed hereunder, you would be in default.

In the event this agreement results in termination by default, this form serves as your advance notice that Sapp Bros. Petroleum, Inc. will remove any and all leased property with little or no additional warning.

ALTERATIONS: No oral promises, understandings or warranties, expressed or implied, shall be deemed part of this agreement, nor shall any alteration, amendment or waiver of any of the provisions hereof be binding upon either party hereto unless the same be in writing, signed by both parties involved.

ASSIGNMENT: This agreement shall inure to the benefit of and bind the legal representative, successors and assigns of the parties hereto. No subletting or assignment hereof by you shall be valid without the written consent of Sapp Bros. Petroleum, Inc., its successors and assigns.